

# Exhibit A

## 1,615.26 sq .ft. Oncor Electric Delivery Company License Agreement In City of Dallas, Block 260 1/2

Being 1,615.26 square feet of land, more or less, lying and situated in the City and County of Dallas, Texas, the J. Grigsby Survey, Abstract No. 495, and being a part of Lot 1A & Block 2601/2 of Carpenter Park Addition, an addition to the City of Dallas, according to the Preliminary Plat thereof, and being more particularly described as follows:

**COMMENCING** at an aluminum monument stamped "City of Dallas, Carp. Park" found at the intersection of the southeast right of way line of Live Oak Street (70' wide) and the northwest right of way line of U.S. Interstate 345 for the most northerly corner of the above mentioned addition and being a distance of 587.12 feet, N 44° 20' 14" E, along said southeast right of way line from a Mag Nail stamped "C.O.D. Carp" found;  
**THENCE** S 44° 20' 14" W, along said southeast right of way line, a distance of 348.89 feet to the north end of a corner clip at the intersection with the east right of way of Pearl Street; Thence S 12° 27' 54" E, along said corner clip, a distance of 29.61 feet to the beginning of a non-tangent curve to the right having a radius of 374.00 feet, a central angle of 31° 21' 56", and a chord that bears S 50° 40' 50" E, a distance of 202.19 feet; Thence in a southerly direction, along said curve, an arc distance of 204.74 feet to the POINT OF BEGINNING;

**THENCE** N 58° 29' 57" E, departing the east right of way line of Pearl Street, a distance of 50.32 feet;

**THENCE** S 31° 30' 03" E, a distance of 26.22 feet;

**THENCE** S 58° 29' 57" W, a distance of 25.48 feet;

**THENCE** S 06° 28' 35" W, a distance of 22.42 feet;

**THENCE** S 54° 26' 48" W, a distance of 10.81 feet to the east right of way line of Pearl Street and the beginning of a non-tangent curve to the left having a radius of 374.00 feet, a central angle of 06° 50' 46", and a chord that bears N 31° 50' 23" W, a distance of 44.66 feet;

**THENCE** in a northwesterly direction, along said curve, an arc distance of 44.69 feet to the POINT OF BEGINNING.



# EXHIBIT B

BEARING BASIS:  
THE SOUTHEAST RIGHT OF WAY LINE OF LIVE OAK STREET PER PRELIMINARY PLAT OF LOT 1A & LOT 2 OF CARPENTER PARK ADDITION.

COORDINATES ARE BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, N.A.D. 83.

TANGENT	BEARING	LENGTH
T1	N 58°29'57" E	50.32'
T2	S 31°30'03" E	26.22'
T3	S 58°29'57" W	25.48'
T4	S 06°28'35" W	22.42'
T5	S 54°26'48" W	10.81'

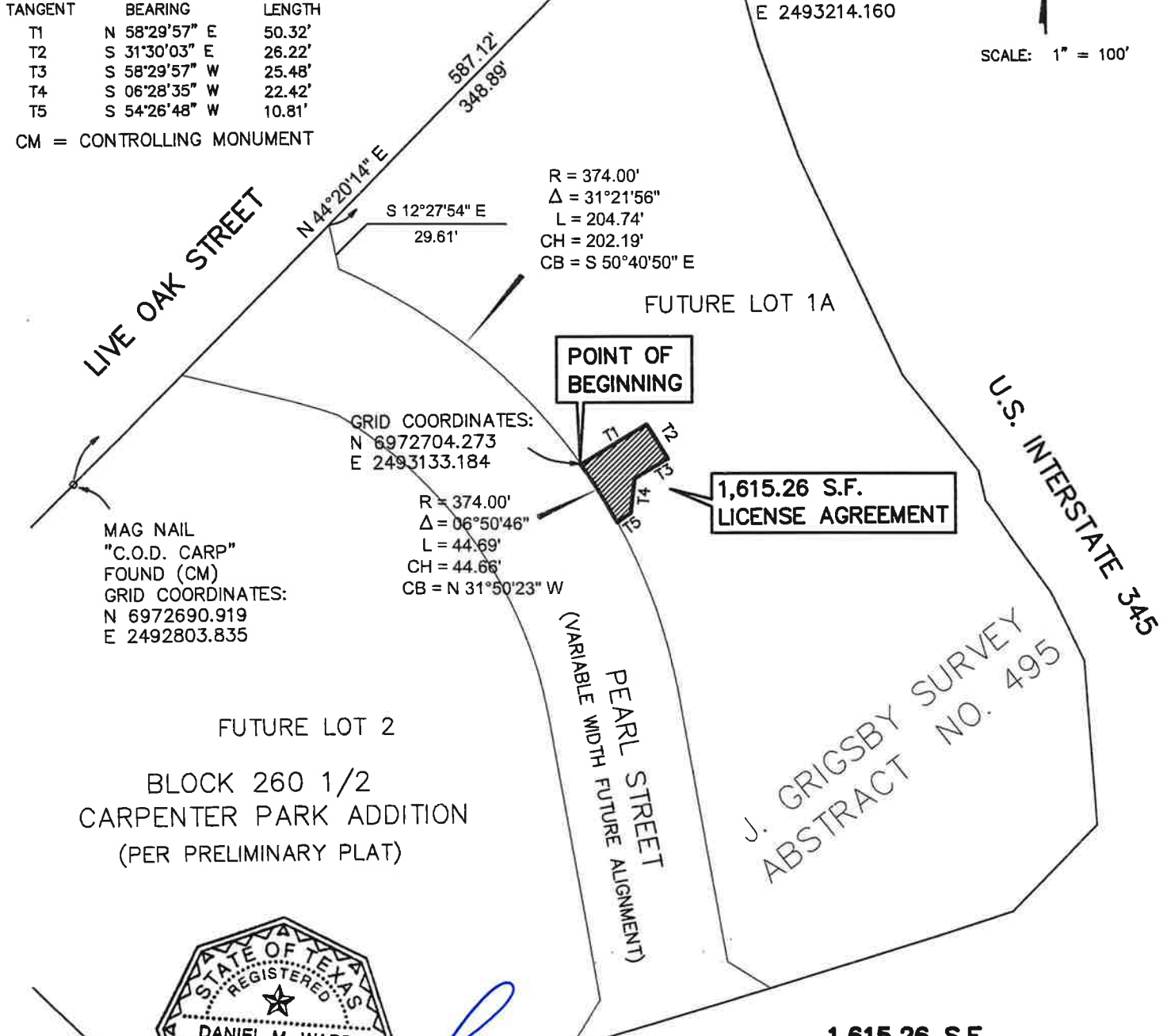
CM = CONTROLLING MONUMENT

**POINT OF COMMENCING**

ALUMINUM DISK  
"C.O.D. CARP PARK"  
FOUND (CM)  
GRID COORDINATES:  
N 6973110.850  
E 2493214.160



SCALE: 1" = 100'



LIVE OAK STREET

FUTURE LOT 1A

**POINT OF BEGINNING**

**1,615.26 S.F. LICENSE AGREEMENT**

U.S. INTERSTATE 345

MAG NAIL  
"C.O.D. CARP"  
FOUND (CM)  
GRID COORDINATES:  
N 6972690.919  
E 2492803.835

GRID COORDINATES:  
N 6972704.273  
E 2493133.184

R = 374.00'  
Δ = 31°21'56"  
L = 204.74'  
CH = 202.19'  
CB = S 50°40'50" E

R = 374.00'  
Δ = 06°50'46"  
L = 44.69'  
CH = 44.66'  
CB = N 31°50'23" W

FUTURE LOT 2

BLOCK 260 1/2  
CARPENTER PARK ADDITION  
(PER PRELIMINARY PLAT)

PEARL STREET  
(VARIABLE WIDTH FUTURE ALIGNMENT)

J. GRIGSBY SURVEY  
ABSTRACT NO. 495



10-31-2019

OLIVE STREET

PACIFIC STREET

**1,615.26 S.F.**  
**ONCOR ELECTRIC DELIVERY CO.**  
**LICENSE AGREEMENT**  
**CITY OF DALLAS BLOCK 260 1/2**  
**DALLAS COUNTY, TEXAS**

**CORNERSTONE SURVEYING, INC**  
200 WEST MARSHALL  
P.O BOX 699 , PALMER, TEXAS 75152  
TEL. (972) 845-2505 - FAX. (972) 845-2455  
FIRM NO. 100215-00

## **Exhibit C Insurance Requirements**

**SECTION A.** Prior to the approval of this license agreement by the City, Licensee shall procure, pay for and keep in full force and effect the following insurance issued by an insurance company authorized and approved by the State of Texas, acceptable to the City and issued in the standard form approved by the State Board of Insurance. The insurance shall be evidenced by delivery to the City, at the address shown in Required Provisions, of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, the City shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY and no officer or employee shall have authority to waive this requirement.

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Management Division of the Human Resources Department based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The Licensee agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either party to the contract or upon the underwriter of any such policy provisions). Upon request by City, Licensee shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

### **INSURANCE COVERAGE REQUIRED**

**Section C.** Subject to Licensee's right to maintain reasonable deductibles, Licensee shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at Licensee's sole expense, insurance coverage in the following type(s) and amounts:

1. **Workers' Compensation** with statutory limits; **Employee's Liability** with minimum limits for bodily injury: a) by accident \$100,000 per each accident and b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
2. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$1,000,000 general aggregate. Additional coverage shall include: Fire Legal Liability limit of \$250,000. If this insurance is written on a claims-made

form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this contract.

## **CONSTRUCTION INSURANCE**

Prior to the commencement of construction of any permanent improvement, Licensee shall purchase and maintain, or require Licensee's contractor to purchase and maintain, until final completion and acceptance of all work, insurance coverage written by companies approved by the State of Texas and acceptable to the City in the following types and amounts:

1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury: a) by accident \$100,000 per each accident and b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
2. **Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.
3. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$1,000,000 products/completed operations aggregate, \$2,000,000 general aggregate. Additional coverages shall include: Underground, Explosion & Collapse hazards; Amendment of Aggregate Limit per Project Endorsement (i.e., CG2503). **NOTE:** Completed Operations coverage must remain in force for one (1) year after completion of the contract. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this contract.

The City of Dallas shall be named as an additional insured by using endorsement CG2026 or broader.

4. **All Risk Builder's Risk Insurance**, if the project involves complete construction of new buildings, or, **Installation Floater**, if project involves materials and supplies needed for additions, renovations or remodeling of an existing building, with an insured value equal to 100% of replacement cost, if Builder's Risk, or 100% of the contract cost, if Installation Floater. Covered perils shall include, but not be limited

to, Fire, Extended Coverage, Vandalism & Malicious Mischief, Theft and Transit. The City of Dallas will be shown as a loss payee, as their interest may appear as property owner.

### **REQUIRED PROVISIONS**

Licensee agrees that with respect to the above required insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State the coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to: (i) City of Dallas, Real Estate Services, 320 E. Jefferson, Room 203, Dallas, TX 75203 and (ii) Assistant Director, Risk Management Division, 1500 Marilla, 6A.South, Dallas, TX 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the Licensee's insurance is primary insurance as respects the City, its officers, employees and elected representatives.
- e. Provide that all provisions of this contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. Ensure that all certificated of insurance identify the service or product being provided and name the City department shown in **REQUIRED PROVISIONS** b.(i) as the Certificate Holder.

**SECTION D.** (1) Without limiting any of the other obligations or liabilities of the Licensee, the Licensee shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the term of the contract, levels of insurance that are necessary and appropriate for the services being performed, comply with all applicable laws and are consistent with industry standards. The Subcontract's liability insurance shall name the Lessee as an additional insured. (2) The Licensee shall obtain and monitor the certificates of insurance from each Subcontractor. The Licensee must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The City shall be entitled, upon request and without expense, to receive copies of these certificates.

**SECTION E.** Approval, disapproval or failure to act by the City regarding any insurance supplied by the Licensee or its subcontractors shall not relieve the Licensee of full responsibility or liability for damages and accidents as set forth in the contract documents.

Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the Licensee from liability.