

June 22, 2011

**WHEREAS**, the City Charter provides for the Park and Recreation Board to grant contracts and agreements for park facilities with such terms and conditions as it shall deem proper; and

**WHEREAS**, the Northaven Trail, located in North Dallas, is included in the Dallas Trail Network Master Plan; and

**WHEREAS**, in order to construct the trail it is necessary to use Oncor-owned property; and

**WHEREAS**, the City and Oncor, desire a license to use the property to construct, and maintain the public hike and bike trail consisting of an improved surface, signage, and facilities; and,

**WHEREAS**, the license as to the property granted by the Agreement will non-exclusive, perpetual and irrevocable commencing on the effective date; provided subject to the terms of the license; and

**WHEREAS**, once the construction is completed, City of Dallas, Department of Park and Recreation, will maintain the Northaven Trail; and

**WHEREAS**, it is now necessary to authorize a license agreement with Oncor for the use of Oncor right-of-way to construct and maintain the proposed Northaven Trail from Valleydale Drive to Preston Road.

**Now, Therefore,**

**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the President of the Park and Recreation Board and the City Manager be authorized to execute the License Agreement with Oncor for the joint use of Oncor right-of-way to construct and maintain the proposed Northaven Trail, from Valleydale Drive to Preston Road, consisting of an improved surface, signage, and facilities, after it has been approved as to form by the City Attorney's Office.

**SECTION 2.** That the license shall provide for the following special terms and provisions:

- a. The trail will be subordinate to Oncor's electric transmission and distribution lines and related facilities;
- b. Trail improvement will be subject to Oncor review and approval, which approval will not be unreasonably withheld;
- c. Certain construction procedures and safeguards shall be provided.

June 22, 2011**SECTION 2.** (Continued)

- d. City shall pay only nominal consideration of \$1.00 for the License but shall have certain maintenance obligations as to Oncor's property as therein provided;
- e. The License shall be a perpetual and irrevocable license, with limited exceptions;
- f. Oncor may terminate the License if necessitated by a reasonable, good faith interpretation and application of a change in state or federal law or regulation upon 180 days notice; if based on an operational need when the trail cannot be relocated upon two years notice; and upon default by City after 90 days notice and opportunity to cure;
- g. Oncor shall make reasonable efforts to minimize the amount of trail impacted by any termination and/or relocations;
- h. City may terminate the License upon abandonment of the trail by City and in the event of non-appropriation;
- i. The License shall be non-exclusive and Oncor may require relocations of trail improvements as therein provided;
- j. Upon termination of the License, City will have certain restoration obligations;
- k. City may not assign the License;
- l. Purchaser(s) of Oncor's property shall be subject to the License; provided, however, Oncor can sell to bonafide unaffiliated third parties portions of its property more than 25' away from paved trail free from applicability of the License;

**SECTION 3.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY  
CITY COUNCIL

JUN 22 2011

*Rebecca Martin*  
City Secretary