

**WALSH RANCH
LAND USE LICENSE FOR EMERGENCY ACCESS**

THIS LAND USE LICENSE FOR EMERGENCY ACCESS ("Agreement") is executed by and between **Walsh Ranches Limited Partnership** ("Licensor") and **Tarrant County, Texas** ("Licensee") (each a "Party" and collectively, the "Parties") to be effective as of the _____ day of _____, 2024 (the "Effective Date").

RECITALS:

A. Licensor is the owner of certain real property located in Tarrant County, Texas ("Walsh Ranch").

B. Licensee is a political subdivision in the state of Texas.

C. Vista Ranch Subdivision ("Vista Ranch") is a residential subdivision located within Tarrant County, Texas and adjacent to a portion of Walsh Ranch. Vista Ranch has access and egress to its subdivision via Tinsley Road.

D. Licensee has requested Licensor to execute this Agreement for the purpose of granting the License described below to Licensee for the sole purpose of allowing a secondary emergency point of access to Vista Ranch for Licensee's Emergency Personnel (defined below) and their emergency vehicles during time periods when the "Primary Access Point" to Vista Ranch at Tinsley Road is blocked by Union Pacific Railroad's trains and/or railroad cars located on the Union Pacific Railroad tracks crossing Tinsley Road (the "Permitted Use").

E. Licensor has agreed to grant a non-exclusive license ("License") to Licensee for the limited use of the Road (defined below) by Licensee's Emergency Personnel and their emergency vehicles only (and in no event for use by the general public or any third party) for the Permitted Use during the Term of this Agreement, subject to the terms and conditions of this Agreement, and for no other purpose.

Licensor and Licensee agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "**Applicable Law**" means all state, county and extra-territorial statutes, public laws, ordinances, policies, rules, regulations and orders pertaining to the subject matter of this Agreement.

1.2 "**Emergency Personnel**" shall mean the emergency personnel of Tarrant County, the City of Haslet, Eagle Mountain Fire Department, Newark Fire Department, Blue Mound Fire Department, Fort Worth Fire Department, Saginaw Fire Department and Lake Worth Fire Department. Contact information for the Emergency Personnel's agencies is set forth on Exhibit "B" to this Agreement.

1.3 **“Licensee Parties”** includes Licensee, the Emergency Personnel, and any third party allowed to access the Road by Licensee.

1.4 **“Road”** means the road on Walsh Ranch from Tinsley Lane to Grants Lane as marked in Exhibit “A” to this Agreement.

ARTICLE 2.

2.1 **Grant of License.** Licensors hereby grants Licensee the License to use the Road during the Term of this Agreement for the Permitted Use and for no other use. Licensee’s use of the Road shall not infringe on use of the Road by Licensors and other licensees, users or tenants, and shall be subject to Licensors’s rules and restrictions, which may be instituted or modified from time to time by Licensors. This Agreement and the License shall also be subject to any rights that any third parties may have to use the Road, including any oil and gas lessees or operators.

2.2 **Term.** The term (“Term”) of this agreement shall commence on the Effective Date and shall automatically terminate on the earlier of (i) the date that is two (2) years after the Effective Date, or (ii) the date on which a second access point (in addition to the existing access point off of Tinsley Lane) to Vista Ranch is established and open to traffic (“Second Access Point”). If the Second Access Point to Vista Ranch has not yet been established as of the date that is two (2) years after the Effective Date, the Parties may agree to extend the Term on a month-to-month basis; provided, however, that after expiration of such initial 2-year period, either Licensors or Licensee shall have the right to terminate this Agreement and the License at any time upon notice to the other party. In the event of any default by Licensee hereunder or any damage to Licensors’s property at any time during the Term, Licensors shall have the right to immediately terminate this Agreement and the License and lock any relevant gates. In no event shall Licensors have any liability hereunder with regard to any inability by Licensee or any party claiming by, through or under Licensee, to use the Road or otherwise with regard to this Agreement and the License.

2.3 **Use of Road.** Licensee agrees and acknowledges that this Agreement is solely for the purpose of permitting Licensee’s Emergency Personnel and their emergency vehicles to access Vista Ranch during periods when the Primary Access Point to Vista Ranch is blocked at the railroad crossing over Tinsley Lane. The Road shall not be used by members of the general public or homeowners or invitees of Vista Ranch. Further, Licensee’s Emergency Personnel shall only use the Road (i) when the Primary Access Point is blocked, or (ii) for purposes of checking locks and training for such events. This Agreement is not meant to convey any right, title or interest in or to the Road or Walsh Ranch except specifically set forth herein. Licensee shall prevent its Emergency Personnel from entering upon any portion of Walsh Ranch other than the Road.

- a. Licensee will improve the Road by grading, watering, and placing additional gravel thereon, pursuant to plans approved in advance by Licensors, and Licensee shall maintain such Road during the Term.

- b. Licensee shall install cattle guards at least eighteen feet (18') in width at location(s) designated by Licensors, and such cattle guards shall remain in place and automatically become the property of Licensors at the end of the Term.
- c. Licensee shall install its locks at the entry points from the Road to Vista Ranch and shall provide the codes and/or keys to Licensors.
- d. Licensors shall have the right to relocate the Road upon written notice to Licensee, provided that the connection points still provide Licensee with emergency access from a public road to Vista Ranch.

2.4 **Condition of the Road.** The License is granted by Licensors and accepted by Licensee "AS-IS," without any warranty of any kind, express or implied or arising by operation of law. At all times during the Term, Licensee shall (i) help to maintain the Road in a clean and safe condition, (ii) promptly clean up and remove from the Road and properly dispose of all trash, debris, spoils or waste created by Licensee and the Licensee Parties, (iii) use reasonable care to protect any existing vegetation on the Walsh Ranch and (iv) upon any termination of this Agreement, promptly restore any damage to the Road or Walsh Ranch caused by any Licensee Party, including, without limitation, replacing any damaged or destroyed improvements or vegetation. Licensee shall not make any alterations, additions, or improvements to the Road except as expressly contemplated by this Agreement without first obtaining Licensors' prior written consent, which consent may be withheld in Licensors' sole discretion. Notwithstanding anything to the contrary, unless otherwise agreed in writing by Licensors, any improvements made to the Road by Licensee (including the cattle guards described above) shall become the property of Licensors upon the termination or expiration of this Agreement unless Licensors requires such parties to remove same. Licensee shall at all times comply with all Applicable Law. Licensee shall not use the Road or any portion of Walsh Ranch for the storage or collection of debris, spoils, waste or hazardous materials of any kind or nature. Licensors shall have no obligation to obtain or pay for any licenses or permits required with respect to Licensee's activities on or about the Road or Walsh Ranch. The terms of this Section shall survive the expiration or termination of this Agreement.

2.5 **Maintenance of Property.** Licensee agrees to complete limited maintenance of the Road, normal wear and tear excepted, upon receipt of notice from Licensors. Upon termination of this Agreement, Licensee agrees to restore the Road and the Walsh Ranch to a condition as good or better than the condition that existed on the Effective Date, which obligation shall survive termination of this Agreement.

2.6 **Liens.** If, as a result of or in connection with the activities of the Licensee Parties, any lien or claim for lien is filed against the Walsh Ranch or any other property of Licensors, Licensee shall immediately give notice to Licensors thereof and cause such lien or claim for lien to be promptly released of record.

2.7 **Intentionally Deleted.**

2.8 Waiver of Liability. NEITHER OWNER NOR ITS AFFILIATED OR ASSOCIATED COMPANIES, AND THEIR RESPECTIVE EQUITY OWNERS, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, CONTRACTORS AND AGENTS (COLLECTIVELY, “*LICENSOR PARTIES*”) WILL BE LIABLE IN ANY MANNER TO LICENSEE, ANY LICENSEE PARTY OR ANY OTHER PARTY CLAIMING BY, THROUGH, OR UNDER LICENSEE OR ANY LICENSEE PARTY FOR ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY UNLESS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A LICENSOR PARTY. ALL PERSONAL PROPERTY OF LICENSEE AND THE LICENSEE PARTIES, INCLUDING, WITHOUT LIMITATION, ALL AUTOMOBILES (COLLECTIVELY, “*PERSONAL PROPERTY*”) UPON THE ROAD OR WALSH RANCH WILL BE AT THE SOLE RISK OF LICENSEE, AND THE LICENSOR PARTIES WILL NOT BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, EVEN IF SUCH DAMAGE OR THEFT IS DUE TO THE ORDINARY NEGLIGENCE OF ANY LICENSOR PARTY. NO PARTY WILL HAVE ANY RIGHT OR CLAIM AGAINST THE LICENSOR PARTIES FOR ANY PROPERTY DAMAGE (EVEN IF CAUSED BY THE ORDINARY NEGLIGENCE OF A LICENSOR PARTY OR THE CONDITION OF ALL OR PART OF THE WALSH RANCH) BY WAY OF SUBROGATION OR ASSIGNMENT, LICENSEE HEREBY WAIVING AND RELINQUISHING, AND AGREEING TO CAUSE THE LICENSEE PARTIES TO WAIVE AND RELINQUISH, ANY SUCH RIGHT. THE TERMS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

2.9 Notice. Notice shall be given in writing, by mail, by depositing the same with the United States post office or letter box, in a postpaid envelope. Such notice shall be deemed to be given at the time when the Notice is mailed.

- a. Notice to Licensee from Licensor shall be addressed to:
Tarrant County, Texas
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196
Attention: Director of Field Operations, Tarrant County Precinct #4

With copy to:

Tarrant County, Texas
2750 Premier Street
Fort Worth, Texas 76111
Attn: Fire Marshall

- b. Notice to Licensor shall be addressed to:
Walsh Ranches Limited Partnership
155 Walsh Drive
Aledo, TX 76008
Attn: Ryan B. Dickerson

2.10 **Captions.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

2.11 **Binding Effect.** This Agreement when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto. This Agreement may be executed in any number of counterparts, which together shall constitute the agreement of the parties. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon or as an attachment thereto. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

2.12 **Enforceability.** The invalidity or unenforceability of any provision of this Use Agreement shall not affect or impair any other provision.

2.13 **Choice of Law and Venue.** The laws of the State of Texas shall govern the validity, performance and enforcement of this Agreement. Venue of any cause of action shall be in Tarrant County District Court unless otherwise required by law.

[signatures on following page(s)]

The parties have executed this Agreement to be effective as of the Effective Date.

Licensors:

WALSH RANCHES LIMITED PARTNERSHIP

a Texas limited partnership

By: Walsh North Star Company, LLC,
a Delaware limited liability company,
its general partner

By: _____

Name: _____

Title: _____

Licensee:

TARRANT COUNTY, TEXAS,

a political subdivision of the State of Texas

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Exhibit "A"
Depiction of the Road

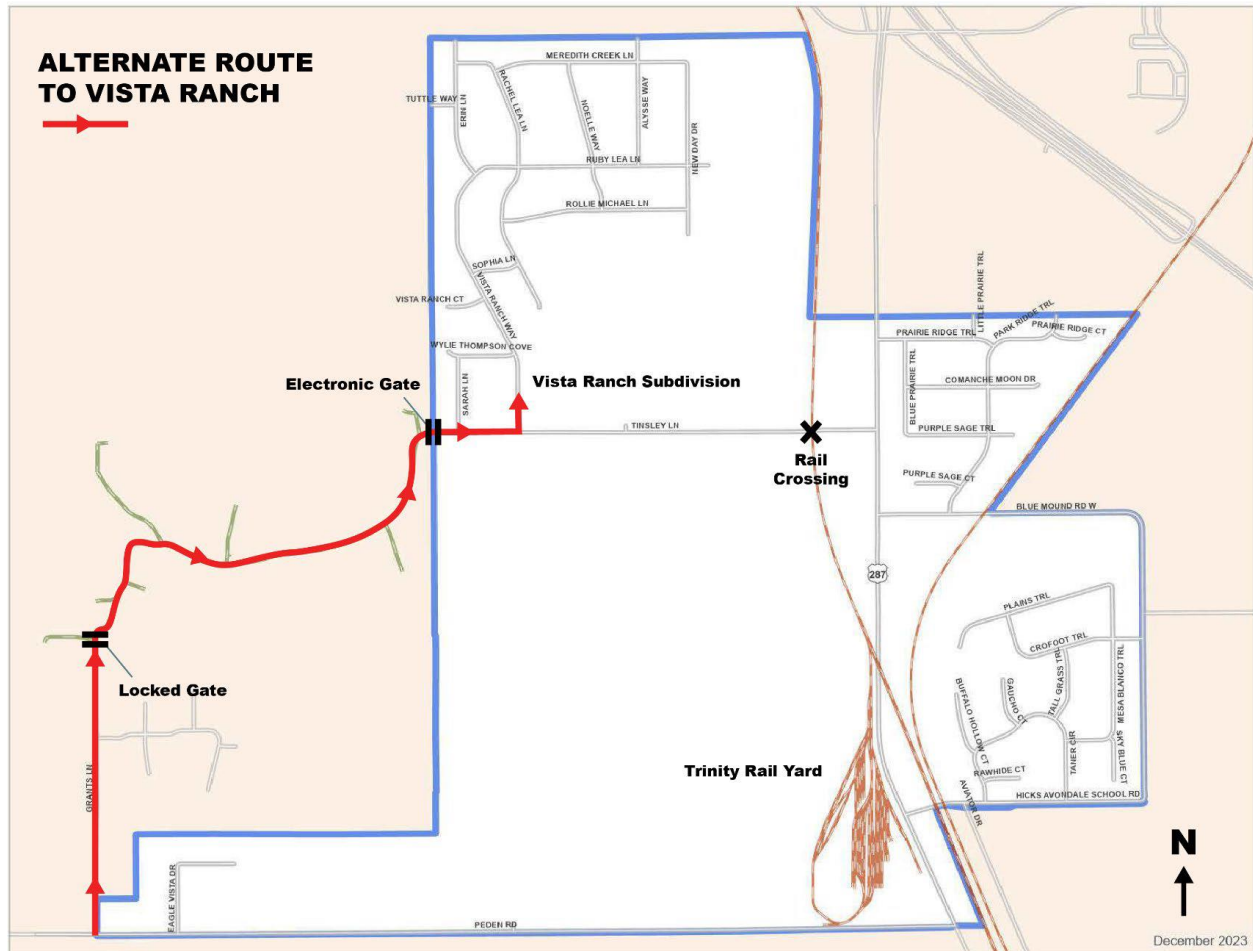


Exhibit “B”

Responding Agencies Contact Information

RESPONDING AGENCIES

Agency	Primary Contact	Phone	Email
Tarrant County Patrol	Lt. Kimberly Skarpa	817-884-3270	KJSkarpa@tarrantcountytx.gov
Tarrant County Fire Marshal	Randy Renois	817-838-4660	rcrenois@tarrantcountytx.gov
Haslet Fire Department	Fire Chief Kirt Mayes	817-439-1048	kmays@haslet.org
Eagle Mountain Fire Department	Fire Chief Mike Barton	817-236-8044	MBarton@eaglemountainfire.org
Newark Fire Department	Fire Chief Jerry Taylor	817-489-2331	nvfd1600@yahoo.com
Blue Mound Fire Department	Interim Fire Chief Jason Wood	817-847-5208	n/a
Fort Worth Fire Department	FWFD Dispatch	817-992-3000	n/a
Saginaw Fire Department	Fire Chief Doug Spears	817-230-0403	dougspears@saginawfire.us
Lake Worth Fire Department	Fire Chief Ryan Arthur	817-237-7461	RArthur@lakeworthtx.org

Communications Resources

Agency	Phone
Tarrant County Sheriff's Dispatch Center	817-884-1213
Regional Communications Center (located in Everman)	817-232-9800
RMCC (to halt incoming trains and relay “all clear”)	888-877-7267
Union Pacific Railroad (to request move of existing train)	800-848-8715