

After recording, return to:

City Secretary
City of McKinney
P.O. Box 517
McKinney, Texas 75070

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), is made as of the ____ day of _____, 2026, by and between the **CITY OF MCKINNEY**, a Texas municipal corporation (the "City") and **ENCORE WIRE CORPORATION**, a Delaware corporation ("Applicant") witnesseth that:

WHEREAS, Applicant is the owner of certain real property situated on the west side of South Airport Drive in McKinney, Collin County, Texas, being Lot 1R, Block B of the Encore Wire Service Center Addition located within the G.A. Wilson Survey, Abstract No. 1000 and the Mary Standifer Survey, Abstract No. 811, in the City of McKinney, Collin County, Texas, as recorded at Clerk's Document No. 2025010000373 in the Plat Records of Collin County, Texas, (the "Western Property") as more particularly depicted on Exhibit "A-1", attached hereto and incorporated by reference herein;

WHEREAS, Applicant is also the owner of certain real property situated on the east side of South Airport Drive in McKinney, Collin County, Texas, being Lot 1, Block A of the Encore Wire East Campus Addition, located within the George A. Wilson Survey, Abstract No. 1000 and Rufus Sewall Survey, Abstract No. 884, in the City of McKinney, Collin County, Texas (the "Eastern Property"), as more particularly described in Exhibit "A-2", attached hereto and incorporated by reference herein;

WHEREAS, the City owns and/or controls that certain public right-of-way which bisects Applicant's Western Property and Eastern Property, more commonly known as South Airport Drive (the "ROW Area");

WHEREAS, Applicant has requested permission to construct and install one private irrigation line and one data conduit line (collectively, the "Encroaching Improvements") that will encroach into the ROW Area;

WHEREAS, Applicant has provided one or more maps attached hereto as Exhibit "B" and incorporated herein by reference for all purposes allowed by law that describe and depict the specific location of the Encroaching Improvements in the ROW Area drawn to scale with engineering certainty together with all dimensions labeled showing the location of the Encroaching Improvements relative to the ROW Area, the utilities within and about the ROW Area, and any other potentially impacting features;

WHEREAS, this License Agreement allows the Encroaching Improvements to encroach onto the City's ROW Area as depicted in attached Exhibit "B" provided that such Improvements strictly conform with all provisions of the Code of Ordinances, City of McKinney ("McKinney Code") and Applicant obtains all such permits and variances as may be required to place the Encroaching Improvements at the location and in the manner specified in attached Exhibit "B"; and

WHEREAS, City Staff has reviewed Applicant's request and recommends approval thereof, subject to Applicant's agreement to be solely responsible for the construction, maintenance, removal and replacement of the Encroaching Improvements as set forth herein, and Applicant's further agreement to hold the City harmless with respect to any damage to, or necessary removal or relocation of, the Encroaching Improvements and to indemnify the City from and against any and all claims or causes of action arising out of or related to Applicant's installation, use, maintenance and operation of the Encroaching Improvements in said ROW Area.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and the mutual covenants herein contained, and for other valuable and good consideration in hand paid by Applicant to the City at or before the sealing of these presents, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

1. **Incorporation of Recitals.** All of the recitals set forth above are hereby approved and incorporated into the body of this Agreement for all purposes allowed by law as if copied and restated in their entirety.
2. **Installation and Maintenance of Encroaching Improvements; Permitted Encroachment.** The City does hereby agree that Applicant may install and maintain at Applicant's sole cost and expense the Encroaching Improvements in the ROW Area as specifically described and depicted in Exhibit "B," subject to the terms of Paragraph 3, below. In connection with the foregoing, the City specifically consents to the encroachment of the Encroaching Improvements upon the ROW Area.
3. **Initial Term.** The term of this Agreement shall be for one (1) year commencing on the date first written above (the "Commencement Date") and terminating on the first (1st) anniversary of the Commencement Date (the "Initial Term").
4. **Renewal Terms.** Applicant shall have the right to extend this Agreement for additional one (1) year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Agreement. This Agreement shall automatically be renewed for each successive Renewal Term unless Applicant notifies the City of Applicant's intention not to renew the Agreement and submits plans to remove the Encroaching Improvements at least ninety (90) days prior to the expiration of the Initial Term or the Renewal Term which

is then in effect. Hereinafter, the Initial Term and any Renewal Term may be collectively referred to as the "Term."

5. **License Fee.** On the first day of the Initial Term and each Renewal Term of this Agreement, Applicant shall pay to the City the amount of License Fee ("License Fee") provided in the License Fee Schedule attached hereto as Exhibit "C", which shall be deemed to include any applicable State, County or local sales or use tax. It shall be the sole responsibility of the Applicant to remit payment of any applicable State, County or local sales or use tax to the appropriate taxing authority. The License Fee shall be remitted to the address shown for the City in this Agreement, or such other address as the City may direct by notice in writing to Applicant. In the event of termination for any reason, other than nonpayment of the License Fee, all advance License Fee paid to the City with respect to the period after the Termination Date shall be refunded to Applicant.
6. **City Ordinances.** This Agreement is not intended to and it does not waive or grant a variance from any requirements of the McKinney Code that must be met for the Encroaching Improvements to be constructed and installed in the ROW Area as specifically described and depicted in Exhibit "B." Applicant expressly acknowledges that by entering into this Agreement, Applicant, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits as waiving any of the requirements of the City's Zoning Regulations or Subdivision Regulations contained in the Unified Development Code in Chapter 150 of the McKinney Code or any other ordinance of the City, as applicable. **Applicant shall strictly conform to all provisions of the McKinney Code and Applicant shall obtain all such permits and variances as may be required to place the Encroaching Improvements at the location specified within the ROW Area BEFORE constructing and installing such Encroaching Improvements.**
7. **Hold Harmless; Relocation.** Applicant agrees to hold the City harmless from and against (a) any financial responsibility for removing or relocating the Encroaching Improvements, if the City determines, in its sole discretion, that the then-current location of the Encroaching Improvements will unreasonably prevent the City's use and enjoyment of the ROW Area for the purposes contemplated therefor, and (b) any damage to the Encroaching Improvements. In the event the City determines that the Encroaching Improvements must be removed or relocated from the position described and depicted in Exhibit "B" to allow the City full use and enjoyment of the ROW Area for its intended purpose(s), the City agrees that, if requested by Applicant, the City will allow the Encroaching Improvements to be relocated (at Applicant's sole cost and expense) within the ROW Area if reasonably practicable and to the extent only that such relocation strictly conforms with all provisions of the McKinney Code and Applicant obtains all such additional permits and variances as may be required to remove and relocate the Encroaching Improvements in a location acceptable to and approved by the City's Director of Engineering.

11. **Assignability.** This Agreement shall not be assignable by Applicant without the prior written consent of the City, and such consent shall not be unreasonably withheld, conditioned or delayed.
12. **Waiver.** The failure of the City or Applicant to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.
13. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Texas. Venue shall be exclusive in Collin County, Texas.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MCKINNEY,
a Texas municipal corporation

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

EMPRESS DRANE
City Secretary
TENITRUS PARCHMAN
Deputy City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2026 by PAUL G. GRIMES, City Manager of the **CITY OF MCKINNEY**, a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

ENCORE WIRE CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____
Date Signed: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2026, by _____, in his/her capacity as _____ of **ENCORE WIRE CORPORATION**, a Delaware corporation, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A-1"

Plat of the Western Property

[See following one (1) page.]

EXHIBIT "A-2"

Property Description of the Eastern Property

[See following four (4) pages.]

WHEREAS, Encore Wire Corporation is the owner of a 204.910 acre tract of land situated in the Rufus Sewell Survey, Abstract No. 874 and 884, W.B. Richardson Survey, Abstract No. 747, G.A. Wilson Survey, Abstract No. 1000, and the William Davis Survey, Abstract No. 248, Collin County, Texas; said tract being all of those certain tracts of land described as "Tract 1" and "Tract 2" in Special Warranty Deed recorded in Instrument No. 20130628000905660 of the Official Public Records of Collin County, Texas and all of a tract of land described in General Warranty Deed to Encore Wire Corporation recorded in Instrument No. 20140207000120720 of said Official Public Records; said 204.910 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found at the north end of a right-of-way corner clip at the intersection of the east right-of-way line of Airport Drive (a variable width right-of-way, 140-foot wide at this point) and the north right-of-way line of Industrial Boulevard (a 120-foot wide right-of-way);

THENCE, in a northerly direction, along the said east line of Airport Drive, the following eleven (11) calls:

North 02 degrees, 02 minutes, 12 seconds East, a distance of 141.67 feet to a 5/8-inch iron rod found at the beginning of a curve to the left;

Along said curve to the left, having a central angle of 11 degrees, 28 minutes, 42 seconds, a radius of 265.00 feet, a chord bearing and distance of North 03 degrees, 42 minutes, 09 seconds West, 53.00 feet, an arc distance of 53.09 feet to a 5/8-inch iron rod found at the end of said curve; said point being the beginning of a reverse curve to the right;

Along said curve reverse curve to the right, having a central angle of 11 degrees, 28 minutes, 42 seconds, a radius of 235.00 feet, a chord bearing and distance of North 03 degrees, 42 minutes, 09 seconds West, 47.00 feet, an arc distance of 47.08 feet to a 5/8-inch iron rod found at the end of said curve;

North 02 degrees, 02 minutes, 12 seconds East, a distance of 1271.67 feet to a point for corner; from said point a 1/2-inch iron rod found bears South 38 degrees, 00 minutes East, a distance of 0.4 feet;

North 00 degrees, 44 minutes, 42 seconds East, a distance of 766.19 feet to a 5/8-inch iron rod found for corner;

North 00 degrees, 44 minutes, 42 seconds East, a distance of 145.87 feet to a 5/8-inch iron rod with "WESTWOOD PS" cap set for corner;

North 01 degrees, 04 minutes, 38 seconds East, a distance of 1,334.64 feet to a 5/8-inch iron rod found for corner;

North 01 degrees, 06 minutes, 22 seconds East, a distance of 859.23 feet to a 5/8-inch iron rod found for corner at the beginning of a curve to the right;

Along said curve, having a central angle of 17 degrees, 02 minutes, 50 seconds, a radius of 940.00 feet, a chord bearing and distance of North 09 degrees, 37 minutes, 47 seconds East, 278.65 feet, an arc distance of 279.68 feet to a 5/8-inch iron rod found for corner at the end of said curve;

North 18 degrees, 09 minutes, 12 seconds East, a distance of 595.60 feet to a point for

corner at the beginning of a curve to the left; from said point a 1/2-inch iron rod found bears North 17 degrees, 22 minutes East, a distance of 0.4 feet;

Along said curve to the left, having a central angle of 33 degrees, 53 minutes, 26 seconds, a radius of 1060.00 feet, a chord bearing and distance of North 01 degrees, 12 minutes, 28 seconds East, 617.89 feet, an arc distance of 626.99 feet to a point at the end of said curve at the intersection of the said east line of Airport Drive and the south line of Enloe Road;

THENCE, South 79 degrees, 48 minutes, 47 seconds East, along the said south line of Enloe Road, a distance of 546.74 feet to a point for corner; from said point a 1/2-inch iron rod with "BOWMAN EASEMENT" found bears North 19 degrees, 38 minutes West, a distance of 0.4 feet;

THENCE, North 01 degrees, 36 minutes, 45 seconds East, departing the said south line of Enloe Road, a distance of 23.80 feet to a 5/8-inch iron rod with "WESTWOOD PS" cap set point for corner in the south line of a tract of land described in Special Warranty Deed to Kuthuru Estates, LLC recorded in Instrument No. 2024000022108 of said Official Public Records;

THENCE, in a southeasterly direction, along the said south line of Kuthuru Estates, LLC tract, the following two (2) calls:

South 85 degrees, 41 minutes, 22 seconds East, a distance of 292.69 feet to a 1/2-inch iron rod found for corner;

South 34 degrees, 57 minutes, 18 seconds East, a distance of 495.50 feet to a 5/8-inch iron rod with "WESTWOOD PS" cap set for corner;

THENCE, South 02 degrees, 41 minutes, 44 seconds East, departing the said south line of Kuthuru Estates, LLC tract, a distance of 40.95 feet to a MAG nail found for corner;

THENCE, South 00 degrees, 50 minutes, 56 seconds West, a distance of 25.07 feet to a 5/8-inch iron rod found for corner;

THENCE, South 89 degrees, 28 minutes, 06 seconds East, a distance of 34.29 feet to a point for corner in the west line of a tract of land described in Special Warranty Deed to the City of McKinney recorded Volume 4920, Page 762 of said Official Public Records;

THENCE, in a southerly direction, along the said west line of the City of McKinney tract, the following four (4) calls:

South 02 degrees, 38 minutes, 48 seconds East, a distance of 75.64 feet to a 5/8-inch iron rod found for corner; said point being the westernmost southwest corner of said City of McKinney tract;

South 34 degrees, 07 minutes, 54 seconds East, a distance of 153.30 feet to a 5/8-inch iron rod found for corner at the beginning of a curve to the left;

Along said curve to the left, having a central angle of 23 degrees, 58 minutes, 54 seconds, a radius of 500.00 feet, a chord bearing and distance of South 46 degrees, 07 minutes, 21 seconds East, 207.76 feet, an arc distance of 209.28 feet to a MAG nail set for corner at the end of said curve;

South 07 degrees, 28 minutes, 23 seconds East, at a distance of 153.24 feet passing the southernmost southwest corner of said City of McKinney tract and the northwest corner of a tract of land described as "Tract 3" in Special Warranty Deed to the City of McKinney, Texas recorded in Volume 2971, Page 63 of said Official Public Records, continuing along the west line of said "Tract 3" and the west line of a tract of land described as "Tract 5" in said Special Warranty Deed to the City of McKinney, Texas, a distance of 1,467.26 feet to a 5/8-inch iron rod with "WESTWOOD PS" cap set for corner;

THENCE, in a southerly direction, continuing along the said west line of said Tract "5", the following two (2) calls:

South 01 degrees, 04 minutes, 07 seconds West, a distance of 1,463.71 feet to a 5/8-inch iron rod found for corner;

South 01 degrees, 04 minutes, 31 seconds West, a distance of 1,183.86 feet to a "+" cut in concrete found for corner; said point being the northeast corner of a tract of land described in Donation Warranty Deed to the City of McKinney recorded in Volume 5677, Page 5389 of said Official Public Records;

THENCE, North 88 degrees, 54 minutes, 56 seconds West, departing the said west line of "Tract 5" and along the north line of the last referenced City of McKinney tract, a distance of 1319.95 feet to a point for corner; from said point a 5/8-inch iron rod found bears North 88 degrees, 50 minutes West, a distance of 3.9 feet; said point being the northwest corner of said last referenced City of McKinney tract;

THENCE, South 01 degrees, 06 minutes, 06 seconds West, along the west line of said last reference City of McKinney tract, at a distance of 112.00 feet passing the southwest corner of said last reference City of McKinney tract and the northwest corner of a tract of land described as "Tract 9D" in Special Warranty Deed to The City of McKinney, Texas recorded in Volume 3002, Page 254 of said Official Public Records, continuing along the west line of said "Tract 9D" in all a total distance of 1,329.26 feet to a 1/2-inch iron with "RPLS 4701" cap found for corner in the said north line of Industrial Boulevard; said point being in a non-tangent curve to the right;

THENCE, in a northwesterly direction, along the said north line of Industrial Boulevard, the following two (2) calls:

Along said non-tangent curve to the right, having a central angle of 22 degrees, 15 minutes, 40 seconds, a radius of 959.91 feet, a chord bearing and distance of North 69 degrees, 10 minutes, 50 seconds West, 370.61 feet, an arc distance of 372.95 feet to a 5/8-inch iron rod found for corner at the end of said curve; said point being the beginning of a reverse curve to the left;

Along said curve to the left, having a central angle of 10 degrees, 31 minutes, 31 seconds, a radius of 890.55 feet, a chord bearing and distance of North 63 degrees, 18 minutes, 45 seconds West, 163.36 feet, an arc distance of 163.59 feet to a 1/2-inch iron rod found for corner at the end of said curve; said point being the south end of a corner clip at the intersection of the said north line of Industrial Boulevard and the said east line of Airport Drive;

THENCE, North 42 degrees, 57 minutes, 49 seconds West, along said corner clip, a distance of 52.57 feet to the **POINT OF BEGINNING**;

CONTAINING: 8,925,881 square feet or 204.910 acres of land, more or less.

EXHIBIT "B"

Map Depicting Location of Encroaching Improvements in ROW Area
(To Scale with Engineering Certainty)

[See following one (1) page.]

EXHIBIT "C"

License Fee Schedule

The City shall be compensated on an annual basis during the Initial Term for Applicant's use of the ROW Area, as follows:

- \$1.50 per linear foot for underground lines;
- \$25.00 per square foot for any above ground equipment; and
- \$1,000.00 per street or alley crossing.

The total License Fee to be paid by Applicant to the City shall be solely determined by the City and shall increase at an annual rate of three percent (3%) upon the commencement of each Renewal Term. Remittance of the License Fee by Applicant to the City shall be in accordance with the terms of Paragraph 5 of this Agreement.