



July 8, 2024  
Project: 0765381

## CITY OF ROUND ROCK

Reference is made to that certain Agreement dated June 24, 2021, between UNION PACIFIC RAILROAD COMPANY ("Licensor"), and CITY OF ROUND ROCK ("Licensee"), or their predecessors in interest, covering two (2) underground 48 inch steel pipelines for transporting and conveying storm water on Railroad Company's property at or near Round Rock, Texas. Said License Agreement is identified in the Railroad Company's records as Audit No. 302660, (hereinafter "Basic Agreement"), which has or will expire(d) by its own terms.

Subject to the termination provisions contained herein or in the Basic Agreement, this extension letter serves as Licensor's approval for you to proceed with the installation of the facility(s) as described and depicted in the agreement. Such approval is conditioned upon the facility(s) being installed within twelve (12) months of July 8, 2024. The terms and conditions of the Basic Agreement, as heretofore or herein supplemented and/or amended (if applicable), shall remain in full force and effect.

Upon the execution and delivery of this Agreement, the Licensee shall pay to the Licensor an administrative handling charge of one thousand Dollars (\$1,000.00).

The Basic Agreement may be terminated by either party on thirty (30) days' written notice to the other party.

Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall complete the required forms at [up.com/CBUD](http://up.com/CBUD) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will contact the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Licensor's premises.

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold harmless the Licensor from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Licensor's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property. Licensee shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

This Letter Agreement is supplemental to the Basic Agreement, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. Please execute this letter indicating your acceptance and return one copy to me.

Fees are due and payable upon your execution of the Letter Agreement. Please include your payment with the return of a fully executed copy. This Letter Agreement will not be considered effective by the Licensor until we receive both the fully executed duplicate original of this Letter Agreement and the fee payment. If you require formal billing, you may consider this Letter Agreement as a formal bill.

In compliance with the Internal Revenue Service's new policy regarding its Form 1099, this is to advise you that 946001323 is Union Pacific Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

The foregoing Letter Agreement is accepted, approved and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

If you have any questions regarding this letter, please contact Craig O Benson at [cobenson@up.com](mailto:cobenson@up.com).

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF ROUND ROCK**

By: \_\_\_\_\_  
Craig O Benson  
Sr Mgr Real Estate

By: \_\_\_\_\_  
Title: \_\_\_\_\_