

# **LICENSE TO USE CITY OF GRAND PRAIRIE RIGHT OF WAY**

**WHEREAS**, the City of Grand Prairie, Texas (“**CITY**”) has a platted utility easement across a portion of Lot 3 R-1, of the H. E. Jackson Addition to the City of Grand Prairie, Dallas County, Texas, also known as 102 SE 9<sup>th</sup> Street, owned by GLOBAL ENTERPRISES CAPITAL, A TEXAS LIMITED LIABILITY COMPANY (“**GLOBAL**”); and

**WHEREAS**, **GLOBAL** desires to construct and maintain a 12’ x 12’ brick enclosed dumpster within a utility easement area containing approximately 315 square feet as shown on **EXHIBIT “A”**, attached hereto and made a part hereof; and

**WHEREAS**, **CITY** is willing to give **GLOBAL** a license to construct and maintain the dumpster within that portion of the utility easement, as herein described;

**NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS,**

**SECTION 1.** That **CITY** does hereby grant a license to **GLOBAL** for a term of ten years from the date hereof, unless sooner terminated, as provided for hereinbelow, to construct and maintain a 12’ x 12’ brick enclosed dumpster within the portion of the utility easement described in **EXHIBIT “A”**, subject to the terms and conditions hereinafter specified.

**SECTION 2.** That the one time only fee for the license shall be **THREE HUNDRED AND NO/100 (\$300.00) DOLLARS** paid by **GLOBAL**.

**SECTION 3.** That **GLOBAL** covenants and agrees that:

1. they shall not damage utilities located within the easement or to be placed in said easement in the future and in the event said utilities are damaged, **GLOBAL**, at their sole expense, shall repair the damage to the City’s standards and requirements;
2. they will maintain proper drainage through or around the licensed area; and
3. **CITY** will not be responsible for any damage to or replacement of the dumpster in connection with any work by **CITY** or its contractors within the utility easement.

**SECTION 4.** That **CITY**, acting by and through the City Manager, and **GLOBAL** shall have the right to terminate this license upon delivery of written notice to the other party. Upon termination **GLOBAL** shall fully remove any improvements constructed in the above-described easement to the satisfaction of the City Engineer of **CITY**.

**SECTION 5.** That, as a part of the consideration for this license, **GLOBAL**, their heirs and assigns, agree and have previously agreed in the application submitted to **CITY** to indemnify, defend, release and hold **CITY** whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the use of the license granted herein, and activities associated therewith. **GLOBAL**, their heirs and assigns hereby agree to defend any and all suits, claims, or causes of action brought against **CITY** on account of same, and discharge any judgement or judgments that may be rendered against **CITY** in connection therewith.

Signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LICENSEE:**

GLOBAL ENTERPRISES CAPITAL, A TEXAS LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
FARIBORZ (A/K/A FRANK) HADIDI

**CITY OF GRAND PRAIRIE, TEXAS**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Tom Cox, Deputy Manager

\_\_\_\_\_  
Donald R. Postell, City Attorney