

EXHIBIT 'A'

LICENSE TO USE CITY OF GRAND PRAIRIE-OWNED LAND

WHEREAS, the City of Grand Prairie, Texas ("**CITY**") owns a 8.3041 acre tract on the south side of Dickey Road and east side of SH 161, Charles Gibbs, Abstract No. 534, (more commonly known as **1225 Robinson Road**) in the City of Grand Prairie, Dallas County, Texas, and Natitex Ltd., a Texas limited partnership ("**NATITEX**") developer of the Natitex Addition has to provide wastewater service to this addition; and

WHEREAS, **NATITEX** desires to connect to a Trinity River Authority (TRA) wastewater main located on the City of Grand Prairie's property and along Cottonwood Creek as shown in the metes and bounds description on **EXHIBIT "A"**, attached hereto and made a part hereof; and

WHEREAS, **CITY** is willing to give **NATITEX** a license to use the **CITY'S** property to connect to the TRA wastewater main, as herein described;

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS,

SECTION 1. That **CITY** does hereby grant a license to **NATITEX** for a term of twenty-nine (29) years from the date hereof, unless sooner terminated, as provided for hereinbelow, to maintain and use this area in **EXHIBIT "A"**, subject to the terms and conditions hereinafter specified.

SECTION 2. That if in fact such wastewater mains are placed in the ground at that location, and they are still in use, **NATITEX** may request an extension of the twenty-nine (29) year term for only one extension of twenty-nine (29) year term or a portion thereof by giving the **CITY** notice of **NATITEX'S** intention to extend at least six (6) months prior to the then scheduled expiration of this License. **NATITEX** shall obtain the consent of the Grand Prairie City Council prior to any renewal period, with the addition of conditions as the Grand Prairie City Council may prescribe. The renewal or extension will not unreasonably be denied.

SECTION 3. That the one-time only fee for the license shall be **TWO-HUNDRED DOLLARS AND NO/100 (\$200.00) DOLLARS** including the one-hundred (\$100) dollar application fee already paid by **NATITEX**.

SECTION 4. That **NATITEX** covenants and agrees that:

- a) **NATITEX** shall not damage utilities located within the license area and in the event said utilities are damaged, **NATITEX**, at their sole expense, shall repair the damage;
- b) **NATITEX** will maintain proper and adequate drainage through or around the licensed area according to City of Grand Prairie requirements;

EXHIBIT 'A'

License Agreement
Page Two

SECTION 4. That, as a part of the consideration for this license, **NATITEX**, 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. **NATITEX**, 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 _____, 2015.

LICENSEE----- NATITEX, LTD, a Texas limited partnership

**By: Stewart Hoffman, President of Mazaltex, Inc., General Partner of Natitex, Ltd.,
a Texas limited partnership, on behalf of said partnership**

CITY OF GRAND PRAIRIE, TEXAS

APPROVED AS TO FORM:

By: _____
Tom Cox, Deputy Manager

Donald R. Postell, City Attorney

EXHIBIT 'A'

EXHIBIT A

20.00 FOOT WIDE SANITARY SEWER EASEMENT

Being a 20.00 foot wide strip of land located in the Charles Gibbs Survey, Abstract No. 534, Dallas County, Texas, being a portion of the tract of land described in the deed to the City of Grand Prairie, recorded in Volume 78017, Page 508, Deed Records, Dallas County, Texas. Said 20.00 foot wide strip of land being more particularly described as follows:

BEGINNING at a point lying in the north line of said City of Grand Prairie tract from which the northwest corner of said tract bears N80°50'21"W 269.99 feet and from which a Texas Highway Department of Transportation (TxDOT) monument No. 1849 found at the northeast corner of a tract of and described in the deed to the State of Texas, recorded in Volume 2002145, Page 1575, Deed Records, Dallas County, Texas bears N80°50'21"W 214.04 feet, said point lying in the south line of a tract of land described in the deed to B. E. Damron, recorded in Volume 81205, Page 931, Deed Records, Dallas County, Texas;

THENCE S80°50'21"E, along said common line, a distance of 20.30 feet to a point;

THENCE S00°41'25"E, a distance of 93.48 feet to a point;

THENCE S89°18'35"W, a distance of 20.00 feet to a point from which TxDOT monument No. 1848 found at an angle point of said State of Texas tract bears S89°09'53"W 232.47 feet;

THENCE N00°41'25"W, a distance of 96.96 feet to the point of beginning, containing 0.044 acres of land.

The bearings recited hereon are oriented to the City of Grand Prairie GPS monument 77.



DICK S. JONES
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5524

EXHIBIT 'A'

REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. BEASLEY

LAND SURVEYORS L.P.

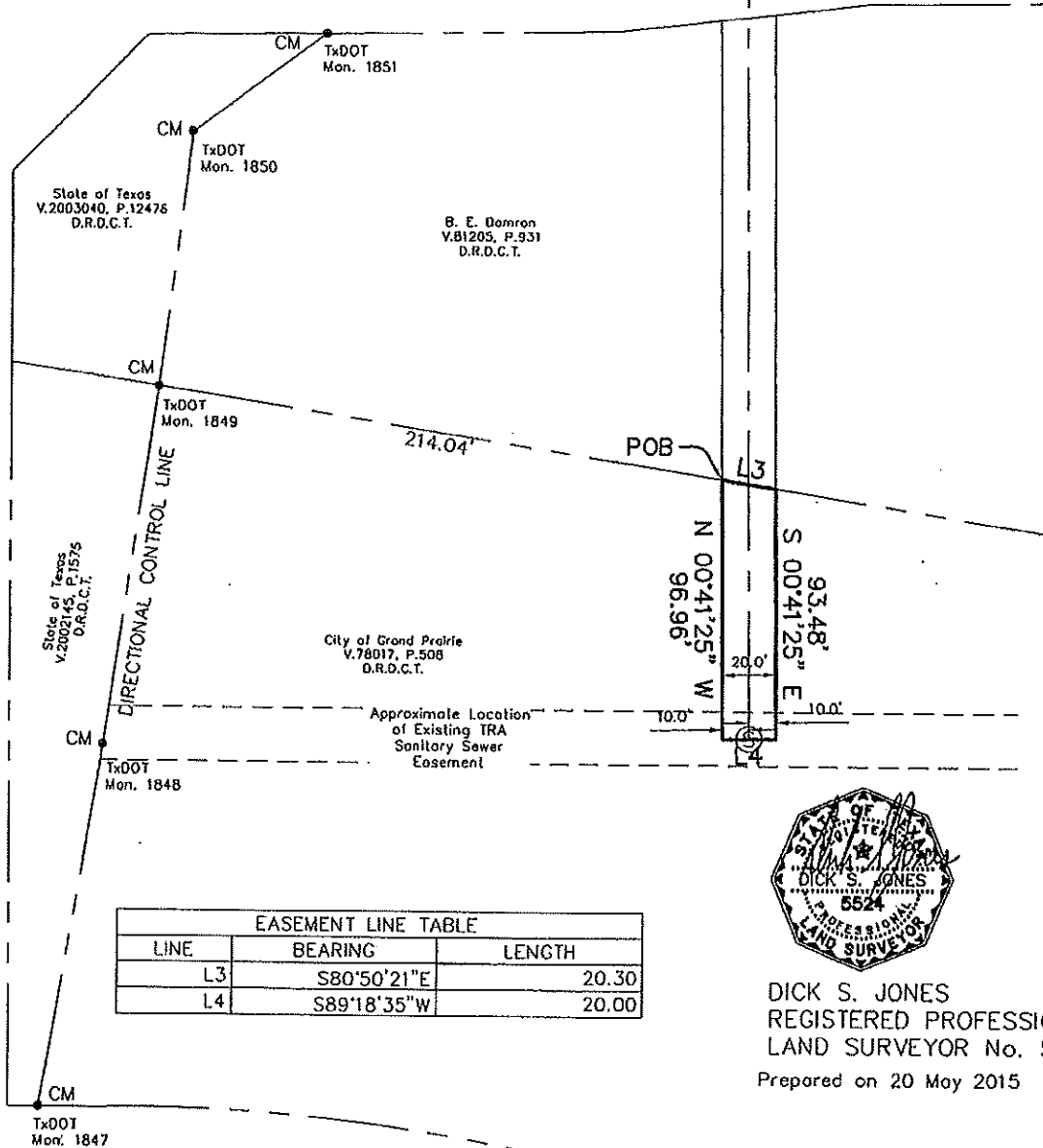
• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hsbeasley@msn.com

P. O. BOX 8873
FORT WORTH, TEXAS 76124



DICKEY ROAD

STATE HIGHWAY 161
(Frontage Road)



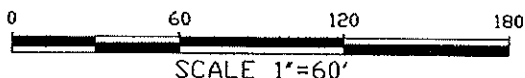
EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L3	S80°50'21"E	20.30
L4	S89°18'35"W	20.00



DICK S. JONES
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5524
Prepared on 20 May 2015

EXHIBIT A

The bearings recited hereon are oriented to the City of Grand
Prairie GPS Monument 77.
Combined Grid Scale Factor: 0.9998667741



**20.00 FOOT WIDE SANTARY
SEWER EASEMENT**
CHARLES GIBBS SURVEY, ABSTRACT NO. 534
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS

GIBBS 2 Esmts.dwg