

LICENSE AGREEMENT TO USE CITY OF GRAND PRAIRIE RIGHT OF WAY

This Agreement is made between the City of Grand Prairie, Texas, a Texas home rule municipality located primarily in Dallas and Tarrant County, Texas, (herein called **City**), and First Prairie, LLC, a Texas limited liability company, (hereinafter **Licensee**): and

WHEREAS, LICENSEE desires to install a new force sanitary sewer main in the public right-of-way of South Carrier Parkway as shown on **EXHIBIT "A"**, attached hereto and made a part hereof; and

WHEREAS, CITY is willing to grant a license to install and maintain a private, force sanitary sewer main within those portions of the City right of way, as herein described;

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS,

SECTION 1. That **CITY** does hereby grant a license to **LICENSEE** for a term of twenty years from the date hereof, unless sooner terminated, as provided for hereinbelow, to **EXHIBIT "A"**, subject to the terms and conditions hereinafter specified.

SECTION 2. That the one time only fee for the license shall be **FIVE HUNDRED AND NO 100ths (\$500.00) DOLLARS** plus the \$100 application fee previously paid by **LICENSEE** with its application to **CITY**.

SECTION 3. That **LICENSEE** covenants and agrees that they shall not damage utilities located within South Carrier right-of-way. In the event said utilities are damaged, **LICENSEE**, at its sole expense, shall repair the damage.

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

SECTION 5. That, as a part of the consideration for this license, **LICENSEE**, his 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. **LICENSEE**, his 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 20th day of September, 2016.

CITY OF GRAND PRAIRIE, TEXAS

LICENSEE:

First Prairie, LLC, a Texas limited liability company

By: _____
Tom Hart, City Manager

By: _____
JASON B. KEEN, MANAGER

APPROVED AS TO FORM:

Donald R. Postell, City Attorney