

# **LICENSE TO USE CITY OF GRAND PRAIRIE-OWNED LAND**

**WHEREAS**, the City of Grand Prairie, Texas (“**CITY**”) owns a 30-foot wide utility easement located in the Christian Acres II Addition and SWBC Timberview Ranch Addition, and east side of SH 360, Walter Ferrell Survey, Abstract No. 337 in the City of Grand Prairie, Tarrant County, Texas, and TCSF8-Grand Prairie HS LLC, an Idaho limited liability company, GC Grand Prairie Charter LLC, an Idaho limited liability company and HC Grand Prairie Charter LLC, an Idaho limited liability company (“**TCSF8-Grand Prairie HS LLC**”) has to provide wastewater service to their charter school on Ragland Road; and

**WHEREAS**, **TCSF8-Grand Prairie HS LLC** desires to install a four-inch force sanitary main as shown in the metes and bounds description on **EXHIBIT “A and B”**, attached hereto and made a part hereof; and

**WHEREAS**, **CITY** is willing to give **TCSF8-Grand Prairie HS LLC** a license to use the **CITY’S** utility easement, as herein described;

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

**SECTION 1.** That **CITY** does hereby grant a license to **TCSF8-Grand Prairie HS LLC** for a term of twenty-(20) years from the date hereof, unless sooner terminated, as provided for hereinbelow, to maintain and use this area in **EXHIBIT “A and B”**, subject to the terms and conditions hereinafter specified.

**SECTION 2.** That if in fact such force sanitary sewer main is placed in the ground at that location, and it is still in use, **TCSF8-Grand Prairie HS LLC**, may request an extension of the twenty (20) year term for only one extension of twenty (20) year term or a portion thereof by giving the **CITY** notice of **TCSF8-Grand Prairie HS LLC’S** intention to extend at least six (6) months prior to the then scheduled expiration of this License. **TCSF8-Grand Prairie HS LLC** 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 **TCSF8-Grand Prairie HS LLC**.

**SECTION 4.** That **TCSF8-Grand Prairie HS LLC** covenants and agrees that:

A) **TCSF8-Grand Prairie HS LLC** shall not damage utilities located within the license

area and in the event said utilities are damaged, **TCSF8-Grand Prairie HS LLC**, at their sole expense, shall repair the damage;

B) **TCSF8-Grand Prairie HS LLC** will maintain proper and adequate drainage through or around the licensed area according to City of Grand Prairie requirements;

**SECTION 5.** That, as a part of the consideration for this license, **TCSF8-Grand Prairie HS LLC**, 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. **TCSF8-Grand Prairie HS LLC**, 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-----**

**TCSF8-Grand Prairie HS LLC,  
an Idaho limited liability company**

By: First American Exchange Company, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Mark A. Bullock, Manager

**GC GRAND PRAIRIE CHARTER LLC,  
an Idaho limited liability company**

By: \_\_\_\_\_  
Mark A. Bullock, Manager

**HC GRAND PRAIRIE CHARTER LLC,  
an Idaho limited liability company**

By: \_\_\_\_\_  
Gary R. Hawkins, Manager

***CONTACT INFORMATION FOR LANDOWNER:***

*Email Address: bhuffaker@hcollc.com*

*Phone Number: 208-376-8522*

**CITY OF GRAND PRAIRIE, TEXAS**

**APPROVED AS TO FORM:**

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

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Donald R. Postell, City Attorney