

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pipeline License Agreement

This Pipeline License Agreement (“Agreement” or “License”) is entered into on this the _____ day of _____, 2008 by and between TEXAS MID-STREAM GAS SERVICES, LLC, a limited liability company (“LICENSEE”), and the CITY OF GRAND PRAIRIE, TEXAS, a municipal corporation located in Tarrant County, Texas (the “CITY”), acting by and through its City Manager or designee.

WITNESSETH:

1. **NON-EXCLUSIVE LICENSE**

The CITY grants to LICENSEE a revocable License subject to the CITY’s prompt receipt of the compensation stated in this Agreement and approval by the Grand Prairie City Council. The License includes the non-exclusive right and privilege to construct, repair, reconstruct, operate and maintain under specified Right-of-way (“Right-of-way” or “Rights-of-way”), a single steel natural gas pipeline not to exceed twenty-four (24) inches outside diameter for the sole purpose of transporting natural gas (the “Pipeline”). The exact location of the Pipeline is identified on the attached Exhibit(s) “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, “J”, “K”, and “L”, incorporated herein for all intents and purposes. The License is nonexclusive and is made subordinate to the right of the CITY or any user previously approved by the CITY to use the Rights-of-way for any public purpose. This License is subject to any existing utilities or communication facilities, including drainage, presently located within the License area, owned and/or operated by the CITY or any utility or communications company, public or private, and to any rights presently owned by any utility or communications company, public or private, for the use of the Right of way for facilities presently located within the boundaries of the Right of Way.

2. **TERM**

This License is granted for a term of twenty (20) years, unless sooner terminated according to other terms and provisions of this Agreement or in accordance with law. LICENSEE may request extension of the twenty (20) year term for one additional nine (9) year term by giving the CITY notice of LICENSEE’s intention to extend at least six (6) months prior to the then scheduled expiration of this License. LICENSEE 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. Any Pipeline associated with this Agreement does not waive or otherwise exempt the Holder from compliance with any and all permit requirements.

3. REASONABLE ANNUAL CHARGE

Upon the signing of this Agreement, LICENSEE will pay to the CITY the sum of Forty-Six Thousand Two Hundred Fifty Dollars (\$46,250.00) for the initial twenty year term of this Agreement. This sum represents a fee of Two Dollars and Fifty Cents (\$2.50) per linear foot, with the initial twenty year term paid in advance. (Calculated as: \$2.50 per linear foot multiplied by number of feet multiplied by 20 years) Any future extension shall be paid in advance at the time of renewal. LICENSEE contracts and agrees that this consideration shall be termed "Reasonable Annual Charge" provided, nevertheless, that the Reasonable Annual Charge shall be collected upon execution of this Agreement for the entire initial term. No interest or refund of the Reasonable Annual Charge shall be due from the CITY due to early termination by LICENSEE or failure of LICENSEE to execute this License after Grand Prairie City Council approval. The CITY and LICENSEE contract and stipulate that the compensation in this Agreement for the initial twenty year (20) term shall be a Reasonable Annual Charge as the term Reasonable Annual Charge is used in the Texas Utilities and Natural Resources Codes, as they may be amended from time to time. LICENSEE also agrees that the Reasonable Annual Charge does not exceed the cost to the CITY for damage, administration, supervision, inspection and other work regulating the location of the pipeline, provided, however, that if the amount in this Agreement is deemed by the Grand Prairie City Council to be less than the amount required to cover the cost of damage to public property, administrating, supervising, inspecting and otherwise regulating the Pipeline, then in that event, at time of any renewal this Reasonable Annual Charge may be increased as reasonably provided by Grand Prairie City Council resolution. The Reasonable Annual Charge for a nine (9) year renewal period will be Two Dollars and Fifty Cents (\$2.50), adjusted by multiplying said amount by a fraction, the numerator of which is the Annual Consumer Price Index (All Urban Consumers Series ID CUUR0000SA0) published by the United States Department of Commerce Bureau of Labor Statistics (the "CPI") for the last year published prior to the date of such notice of intention to extend, and the denominator of which is the Annual CPI for 2007. The one time renewal fee must be paid in full at the same time as the renewal notice is given and must be approved by the Grand Prairie City Council in order for the notice to be effective. All sums payable to the CITY shall be paid to the Chief Financial Officer of the CITY, unless notified otherwise in writing

4. CONDITIONS

LICENSEE is subject to the following terms and conditions:

- (a) LICENSEE shall not remove, cut or otherwise disturb the public roadway improvements and utilities during construction and installation of the Pipeline within the specified Right-of-way, or any reconstruction thereof, to the satisfaction and acceptance of the City. This License is subject to and LICENSEE will comply with all applicable State and Federal laws, the provisions of the Charter of the CITY as it now exists or as may hereafter be adopted or amended and the Ordinances of the CITY now in effect or those which may hereafter be passed or adopted. The Pipeline installed within the Right-of-way shall be constructed, operated and maintained in accordance with applicable Federal law

and regulations of the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (“PHMSA Regulations”) or, to the extent that Federal law and PHMSA Regulations do not apply, in accordance with the City Codes and ordinances.

- (b) LICENSEE is subject to the police powers of the CITY, other governmental powers and the CITY’s rights as a custodian of public property under state and federal laws. LICENSEE is subject to applicable Federal law and regulations of the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (“PHMSA Regulations”) or, to the extent that Federal law and PHMSA Regulations do not pre-empt City regulations to the CITY Codes and Ordinances in connection with the construction, expansion, reconstruction, maintenance or repair of the Pipeline that is in or under the public Rights-of-way including, but not limited to the CITY’s Right-of-Way Management Ordinance.
- (c) LICENSEE, at LICENSEE’S expense, shall relocate or remove any and all pipelines that are in direct conflict with CITY’s use of such easement or Right of Way within 120 days of initial notice by the CITY or its assigns.
- (d) LICENSEE shall submit to the CITY Director of Public Works and Transportation (“Public Works Department”) three (3) sets of detailed construction plans, specifications, drawings and maps showing the location and proposed routing of all pipelines to be installed under the Public Right of Way not less than thirty (30) days prior to the commencement of construction. The construction drawings will include, without limitation: (i) the minimum depth of the Pipeline, which shall be six (6) feet, and additional depth may be necessary due to other constraints or utilities; (ii) the Pipeline shall be located no closer than seven and one-half (7½’) feet to any water utility or other pipeline that is currently located within the public Right of Way, (iii) all work shall be bored and no surface use is granted with this Agreement; (iv) detailed drawings will be provided of all bores, (v) the length and depth of all directional bores will be clearly indicated on the plans; (vi) the full limits of the proposed work within the Right of way will be identified; and (vii) detailed pipe material and construction specifications will be provided. The minimum plan size shall be 11 inch (11”) X 17 inch (17”) and the minimum scale will be 1 inch (1”) = 1 foot (1’).
- (e) The CITY Director of Public Works Department or his designees shall review the plans and may require reasonable modifications in order to protect existing or anticipated public improvements or utilities and to minimize interruption. LICENSEE shall then cause the appropriate public records to be modified so as to provide record notice to others of any improvements within the Right-of-way. LICENSEE will construct the Pipeline so that the ability to place driveways, sidewalks, irrigation systems and equipment, landscaping improvements or other similar structures will not be affected and LICENSEE hereby consents to such structures.

- (f) LICENSEE may not begin construction until the location and proposed routing of the new construction or reconstruction and all required plans and drawings have been approved in writing by the CITY. LICENSEE shall provide 7 days advance notice to the Director of Public Works prior to commencing any routine construction, reconstruction or maintenance within the City rights of way. In the event the construction or maintenance of the Pipeline requires the temporary closing of a traffic lane or lanes, LICENSEE shall notify the Public Works Department not less than ten (10) days prior to the construction or maintenance and provide two (2) sets of traffic control plans ten (10) days prior to construction.
- (g) The Public Works Department may require the submittal of a traffic control plan and may also require that all lanes be open and available to traffic during peak traffic hours. This Section shall not apply to emergency repairs. LICENSEE shall conduct all traffic control in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices as it may be amended from time to time. DIGTESS (1-800-DIG-TESS) System must be used as part of restoration of Right of Way and property.
- (h) At the CITY's written request, LICENSEE shall furnish to the CITY within fifteen (15) days of such request accurate and complete information relating to the construction, reconstruction, removal, maintenance, operation and repair of the Pipeline performed by LICENSEE within the public Rights-of-way.
- (i) Within 180 days of completion of LICENSEE's Pipeline that is in or under the Right-of-way, LICENSEE shall supply the CITY with a complete set of "as built" drawings for the Pipeline in a format prescribed by the CITY. The current required format shall be Auto CAD version (14), ArcView Version (3.1) or drawing exchange format (DXF). Upon prior approval by the Director of Public Works and Transportation, LICENSEE may provide "as built" drawings in a different electronic format.
- (j) The location and route of the Pipeline within the Right-of-way shall be subject to the lawful, reasonable and proper control and direction of the CITY and shall be clearly marked. The Pipeline will have location markers at all times above and below ground in accordance with Federal law.

5. CANCELLATION, RELOCATION AND REMOVAL

This License is granted subject to the following conditions, terms and reservations:

- (a) At such time as this License is terminated or canceled, as described herein, LICENSEE, with reasonable notice upon orders issued by the CITY, acting through its City Manager, shall remove the Pipeline and all other installations, improvements and appurtenances, if any, owned by it situated in, under or attached to the Rights-of-way and shall restore the premises to their condition as it existed immediately prior to removal, in accordance with the reasonable

requirements of the City Manager at the sole cost of LICENSEE. In the event, upon termination of this License, LICENSEE or LICENSEE's surety shall fail to remove the Pipeline and its installations, improvements and appurtenances and to restore the Rights-of-way in compliance with orders issued by the CITY, or such work is not done to the reasonable satisfaction of the City Manager, then in either event the CITY shall have the right to do all work necessary to restore said area to its condition as it existed immediately prior to removal, normal wear and tear excepted, or cause such work to be done and to assess the cost of all such work against LICENSEE or LICENSEE's surety; in neither event shall the CITY be liable to LICENSEE on account thereof.

- (b) If the CITY gives written notice, LICENSEE shall, at LICENSEE's expense, temporarily or permanently relocate, change or alter any position of LICENSEE's Pipeline that is in the Right-of-way within 120 days. For projects expected to last beyond 120 days, the CITY will confer with LICENSEE before determining the alterations to be required and the timing thereof. The CITY shall give notice whenever the CITY has determined that relocation, change or alteration is reasonably necessary for the construction, operation, repair, maintenance or installation of the CITY or other governmental public improvements in the Right-of-way. If such relocation, change or alteration is reasonably necessary for the construction, operation, repair, maintenance or installation of the CITY or other governmental public improvements, the CITY shall provide to LICENSEE at no cost to LICENSEE, at a mutually agreed upon location, a substitute area within the CITY Right-of-way to relocate its Pipeline, however, the CITY shall not be required to exercise its eminent domain authority to acquire or otherwise secure any additional property interest to facilitate the relocation of the Pipeline. This section shall not be construed to prevent LICENSEE's recovery of the cost of relocation or removal from private third parties who initiate the request for relocation.
- (c) Upon reasonable notice, as determined by the circumstances, at the request of the CITY and at LICENSEE's cost, LICENSEE shall remove and abate any portion of the Pipeline within the Right of way that is dangerous to life or property or as required for public construction projects, as determined by the CITY. If LICENSEE or LICENSEE's surety, after reasonable written notice, fails or refuses to act, the CITY may remove or abate the same, at the sole cost and expense of LICENSEE or LICENSEE's surety. LICENSEE shall promptly restore any public and/or private improvements located within the Right-of-way to as good a condition as before commencement of the work, to the reasonable satisfaction of the CITY Director of Public Works and the CITY Director of Environmental Services. In the event the CITY requires LICENSEE to move the Pipeline, the CITY shall provide to LICENSEE, at a mutually agreed upon location, a substitute area within the CITY Right-of-way to relocate its Pipeline at no cost to LICENSEE, however, the CITY shall not be required to exercise its eminent domain authority to acquire or otherwise secure any additional property interest to facilitate the relocation of the Pipeline.

- (d) It is further understood that if and when the CITY, in the exercise of its discretion, shall determine that the grade of any street, alley, sidewalk or parkway should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the Pipeline, it will give Licensee a minimum of forty-five (45) days' notice and Licensee shall make any modification or relocation of LICENSEE's Pipeline that Licensee determines, in its sole judgment, to be reasonably necessary because of the CITY's proposed activity. Any modification or relocation shall be made at the sole expense of LICENSEE and to the reasonable satisfaction of the CITY.

6. INSURANCE AND BONDING

- (a) The CITY shall require reasonable bonding requirements of LICENSEE including having the CITY as bond obligee, as are required of other entities that place facilities in the public Rights-of-way whether public or private. Bonding shall be a minimum of the full cost of construction of the Pipeline and any associated facilities, in, under or through the public right of way. Performance, Payment, and Maintenance Bonds shall be required to the full extent allowed by law. Proof of current permitting will be provided to the Director of Environmental Services covering the Pipeline and associated facilities in accordance with federal and state standards, including but not limited to, Texas Railroad Commission directives and regulations. This coverage will include, without limitation, coverage in the event of abandonment or deterioration of the Pipeline and associated facilities, in, under or through the Right of way.
- (b) LICENSEE and its agents and contractors that are in the public rights-of-way, shall obtain and maintain in full force and effect throughout the term of this License and any extension or renewal thereof, insurance with an insurance company licensed or approved to do business in the State of Texas, approved by the State of Texas, and acceptable to the CITY. All companies will be required to be rated A-VII or better by A.M. Best or A or better by Standard and Poor's or as otherwise approved by the CITY's Risk Manager. LICENSEE shall provide the CITY with proof of such insurance so required at the time of the approval of this Agreement by the Grand Prairie City Council. The CITY reserves the right to review these insurance requirements during the effective period of the License and any extension or renewal thereof, and to adjust insurance coverage and their limits when deemed necessary and prudent by the CITY's Risk Manager, based upon changes in statutory law, court decisions or the claims history of the industry or LICENSEE.
- (c) Subject to LICENSEE's right to maintain reasonable deductibles in such amounts as are approved by the CITY, LICENSEE and its agents and contractors in the public rights-of-way, shall obtain and maintain in full force and effect for the duration of this License and any extension or renewal thereof, at LICENSEE's sole expense, insurance policy coverage in the following type and minimum amounts:

Worker's Compensation, per statutory requirements, and Employer's Liability of \$100,000 each accident/occurrence, \$100,000 disease-each employee, \$500,000 disease-policy limit.

Commercial General Liability in a minimum of \$10,000,000 per occurrence. The policy shall have no standard coverages removed by exclusions and shall include the following:

- (i) Premises/Operations for Bodily Injury and Property Damage Liability
- (ii) Independent Contractors Liability
- (iii) Pollution Endorsement or Pollution Liability Policy
- (iv) Products/Completed Operations including coverage for:
 - Personal Injury
 - Contractual liability
 - Explosion, collapse and underground property damage
 - Immediate discharge or leak of hazardous substances or pollutants.

Comprehensive Automobile Insurance in a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage. Coverage shall include loading and unloading hazards, for:

- (i) Owned/Leased Automobiles
 - (ii) Non-owned Automobiles
 - (iii) Hired Automobiles
- (d) These requirements may be met through a combination of underlying and excess policies.
- (e) The CITY shall be entitled, upon request and without expense, to review copies of the policies and all endorsements.
- (f) LICENSEE agrees that, with respect to the above required insurance, all insurance contracts will contain the following required provisions:
- (i) Name the CITY and its officers, employees, board members and elected representatives as additional insureds (as the interests of each insured may appear) as to all applicable coverage;

- (ii) Provide for thirty (30) days notice to the CITY for cancellation, non-renewal or material change;
 - (iii) Provide for notice to the CITY; and
 - (iv) Provide that all provisions of the License Agreement, as amended, concerning liability, duty and standard of care, including the Indemnity Sections of this License Agreement, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.
- (g) The insurance policies obtained by LICENSEE in compliance with this Section shall be subject to reasonable approval by the CITY. Proof of insurance shall be filed and maintained with the City during the term of this License Agreement or any extension or renewal thereof and may be changed from time to time to reflect changing liability limits, as required by the CITY. LICENSEE shall immediately advise the CITY and the CITY Attorney of any actual or potential litigation that may develop that would affect LICENSEE's insurance.
- (h) Insurers shall have no right of recovery (subrogation) against the CITY, it being the intention that the insurance policies shall protect LICENSEE and the CITY and shall be primary coverage for all losses covered by the policies.
- (i) The policy clause "Other Insurance" shall not apply to the CITY where the CITY is an insured on the policy.
- (j) Companies issuing the insurance policies shall have no recourse against the CITY for payment of any premium or assessments which all are set at the sole risk of LICENSEE.
- (k) LICENSEE shall carry all insurance at its expense and shall furnish to the CITY a certificate of such coverage. All insurance shall bear an endorsement to the effect that no cancellation will be effective without first giving thirty (30) days written notice to the CITY. In the event LICENSEE shall allow insurance coverage to lapse, then this License shall automatically be canceled and terminated.
- (l) Should LICENSEE fail to provide a certificate evidencing insurance coverage in accordance with the specifications as required by this section within thirty (30) days subsequent to mailing of a written request therefore, the CITY Manager may terminate the License granted herein.
- (m) If written on a claims made basis, LICENSEE shall maintain all claims made basis policies for a period of four (4) years after the removal of the Pipeline or shall purchase extended reporting period or "tail" coverage for the same period of time

7. INDEMNIFICATION

- (a) LICENSEE CONTRACTS AND IS BOUND TO INDEMNIFY, DEFEND AND HOLD THE CITY AND ITS EMPLOYEES, CONTRACTORS AND AGENTS WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COSTS AND EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE LICENSEE'S USE, OCCUPANCY AND MAINTENANCE OF LICENSEE'S PIPELINE, INSTALLATIONS AND IMPROVEMENTS OR HAZARDOUS SUBSTANCES OR FROM ANY ACT OR OMISSION OF ANY REPRESENTATIVE, AGENT, CONTRACTOR AND/OR EMPLOYEES OF LICENSEE, AND WHERE LAWFUL, BY REASON OR AS A CONSEQUENCE OF HAVING GRANTED PERMISSION TO LICENSEE TO USE AND MAINTAIN PUBLIC PROPERTY, UNLESS DAMAGE OR OTHER LOSS OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, ITS EMPLOYEES, CONTRACTORS OR AGENTS. LICENSEE SHALL MAKE NO CLAIM OF ANY KIND OR CHARACTER AGAINST THE CITY FOR DAMAGES THAT IT MAY SUFFER BY REASON OF THE INSTALLATION, CONSTRUCTION, RECONSTRUCTION, OPERATION AND/OR MAINTENANCE OF ANY PUBLIC IMPROVEMENT OR UTILITY INSTALLED WITHIN SAID RIGHTS-OF-WAY, INCLUDING BUT NOT LIMITED TO, ANY WATER AND/OR SANITARY SEWER MAINS AND/OR STORM SEWER FACILITIES AND WHETHER SUCH DAMAGE IS DUE TO FLOODING, INFILTRATION, BACKFLOW AND/OR SEEPAGE CAUSED FROM THE FAILURE OF ANY SUCH INSTALLATION, NATURAL CAUSES OR ANY OTHER CAUSE, EXCEPT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (b) LICENSEE FURTHER CONTRACTS TO INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND LIABILITIES OF WHATEVER NATURE, FORESEEN OR UNFORSEEN, UNDER ANY HAZARDOUS SUBSTANCE LAWS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (i) ALL FEES INCURRED IN DEFENDING ANY ACTION OR PROCEEDING BROUGHT BY A PUBLIC OR PRIVATE ENTITY AND ARISING FROM THE PRESENCE, CONTAINMENT, USE, MANUFACTURE, HANDLING, CREATION, STORAGE, TREATMENT, DISCHARGE, RELEASE, OR BURIAL ON THE PIPELINE LICENSE PROPERTY OR THE TRANSPORTATION TO OR FROM THE PIPELINE LICENSE PROPERTY OF ANY HAZARDOUS SUBSTANCE. THE FEES FOR WHICH LICENSEE SHALL BE RESPONSIBLE UNDER THIS SUBPARAGRAPH SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE REASONABLE FEES CHARGED BY ATTORNEYS, ENVIRONMENTAL

CONSULTANTS, ENGINEERS, SURVEYORS, AND EXPERT WITNESSES.

- (ii) ANY DIMINUTION IN THE VALUE OF THE PROPERTY ATTRIBUTABLE TO THE BREACH OR FAILURE OF ANY WARRANTY OR REPRESENTATION MADE BY LICENSEE IN THIS AGREEMENT, OR CLEANUP, DETOXIFICATION, REMEDIATION, OR OTHER TYPE OF RESPONSE ACTION TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCE ON OR UNDER THE PROPERTY REGARDLESS OF WHETHER OR NOT THAT ACTION WAS MANDATED BY THE FEDERAL, STATE, OR LOCAL GOVERNMENT.

8. ASSIGNMENT

- (a) LICENSEE shall not assign or transfer this Agreement in whole or in part, or sublet all or any part of the Property to any party not an Affiliate of LICENSEE without the CITY's prior written consent. Costs to the City due to any assignment or transfer will be reimbursed to the CITY within 30 days of the approval of a transfer. For purpose of this section, "Affiliate" should be defined as follows: A person, association, partnership, corporation or joint-stock company, trust or other business entity, however organized, ("Person") is an affiliate of that entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person. Control shall be defined as (i) ownership of a majority of the voting power of all classes of voting stock or (ii) ownership of a majority of the beneficial interests in income and capital of an entity other than a corporation. Consent by the CITY to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any subletting or assignment by operation of law.
- (b) If this Agreement is assigned, or if the Right of Way or Pipeline or any part thereof is sublet or occupied by anyone other than LICENSEE, the CITY may collect from the assignee, transferee, sublessee or other named entity, subuser or occupant ("Assignee") and apply the net amount collected to the obligations of LICENSEE hereunder reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or release of LICENSEE from the further performance by LICENSEE of the covenants on the part of LICENSEE, hereunder contained. Notwithstanding any assignment or subuse, LICENSEE shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, indemnitees, and conditions of this Agreement.
- (c) If LICENSEE is a corporation or partnership, and if the control thereof changes at any time during the term of this Agreement, then the CITY at its option may, by giving ten (10) days prior written notice to LICENSEE, declare such change a

breach of this paragraph unless the CITY has previously approved the new controlling party.

- (d) The CITY shall not unreasonably withhold its consent to any assignment or transfer of this Agreement to any unaffiliated entity, provided, however, among other things:
 - 1. the proposed Assignee agrees to comply with all provisions of this Agreement and such additional conditions as the CITY may prescribe; and
 - 2. the Assignee is able to provide assurances reasonably satisfactory to the CITY of its qualifications, financial capability, character of the effect of the transaction and such other matters as the CITY deems relevant.
- (e) LICENSEE shall pay and/or reimburse the CITY for any costs incurred by the CITY due to any proposed transfer, assignment or subletting whether such transaction is approved, approved with conditions or denied.
- (f) Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of LICENSEE arising under this Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the CITY an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the CITY, shall be the exclusive property of the CITY, and shall not constitute property of LICENSEE or of the estate of LICENSEE within the meaning of the Bankruptcy Code. Any monies or other considerations constituting the CITY's property under the preceding sentence not paid or delivered to the CITY shall be held in trust for the benefit of the CITY and be promptly paid to the CITY.

9. RECORDING

This document shall be recorded at LICENSEE's expense in the Deed Records of DALLAS County, Texas.

10. SEVERANCE

If any section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this License Agreement is for any reason held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, term, provision, condition, covenant and portion of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. APPLICABLE LAW

This Agreement shall be entered into subject to the Charter and ordinances of the CITY, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Agreement is agreed to be DALLAS County, Texas, for all purposes including performance and execution.

12. NO THIRD PARTY BENEFICIARY

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the CITY or LICENSEE or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the CITY or LICENSEE.

13. INDEPENDENT CONTRACTOR

LICENSEE covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the CITY; that LICENSEE shall have exclusive control of and exclusive right to control the details of performance hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between the CITY and LICENSEE, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the CITY and LICENSEE.

14. NONWAIVER

It is further agreed that one (1) or more instances of forbearance by the CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

15. NOTICES

All notices required or permitted to be given to either party by the other party under any provisions of this License Agreement shall be in writing and shall be deemed served:

- (a) When delivered by hand or by Federal Express or similar service to that party's address set forth below during normal business hours; or
- (b) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested.

Notice shall be given to the following:

(c) If to the CITY:

City Manager, City of Grand Prairie
P.O. Box 534045
Grand Prairie, Texas 75053-4045

and

City Attorney, City of Grand Prairie
P.O. Box 534045
Grand Prairie, Texas 75053-4045

(d) If to LICENSEE:

16. APPROVAL

This License Agreement shall become effective on the date stated above after City Council approval.

IN WITNESS WHEREOF, the parties execute this LICENSE AGREEMENT on the day and year written above.

LICENSEE:

BY: _____

CITY OF GRAND PRAIRIE

BY: _____
Deputy City Manager

APPROVED AS TO FORM:
Don Postell, City Attorney

BY: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

LICENSEE Acknowledgment

Before me, the undersigned authority, a notary public in and for the State of Oklahoma, on this day personally appeared James C. Johnson, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of and as the President, thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2008.

Notary Public In and For
The State of OKLAHOMA
My Commission Expires: _____

Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

CITY Acknowledgment

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of the CITY OF GRAND PRAIRIE, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2008.

Notary Public In and For
The State of Texas
My Commission Expires:_____

Notary's Printed Name