

**LICENSE AGREEMENT
TEMPORARY STAGING AREA**

This License Agreement is made this ____ day of _____, 20____, by and between the City of Mission, Texas, (the "City"), a home-rule municipality operating under the authority granted by Article XI of the Texas Constitution and its City Charter, which authorizes the City to take all actions necessary and proper to preserve the government, interests, health, welfare, and good order of the City and its inhabitants, and AEP TEXAS Inc., a Delaware corporation ("AEP") whose address is 1 Riverside Plaza, Columbus, Ohio 43215-2373

WITNESSETH:

WHEREAS, City owns or controls certain property located at 200 N. Shary Road Mission, Texas, Hidalgo County, Texas, as shown on the attached Exhibit A, incorporated herein for all purposes (the "Premises"); and,

WHEREAS, AEP is an electric utility certified by the Public Utility Commission of Texas to provide electric delivery service throughout South Texas, including the area constituting and surrounding the Premises; and,

WHEREAS, AEP's service area experiences emergency conditions from time-to-time which interrupt or threaten to interrupt electric service to many of its customers, and which often require AEP to mobilize special efforts to respond to such emergencies to avoid such service interruptions or to quickly restore electrical service; and,

WHEREAS, AEP has requested permission to use the Premises described in the attached Exhibit A as a staging area for its work crews and for the temporary storage of materials, vehicles and equipment related to the performance of work necessary to avoid interruptions in electrical service or to restore service interrupted by emergency conditions in AEP's service area; and,

WHEREAS, City has agreed to make designated areas of the Premises available to AEP for such purposes subject to the terms and conditions hereinafter set out.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, including the mutual benefits accruing to City and AEP, the parties hereto agree as follows:

1. Use of the Premises. Upon the occurrence of an emergency condition, which interrupts or threatens to interrupt electric service to a substantial number of AEP's customers requiring AEP to mobilize special efforts to respond to such conditions, AEP may enter upon and use the designated areas of Premises for the staging of work crews and for the temporary storage of materials, vehicles and equipment. AEP will endeavor to provide City with advance notice of its need for the use of the Premises; however, in the event AEP is prevented from providing such advance notice by the occurrence of the emergency condition or the unavailability of the designated City contact, AEP shall provide notice of its use of the

Premises as soon thereafter as reasonably possible. AEP agrees that its use shall not interfere or impede the normal operations of the Premises or with City's use of the Premises.

2. Term. This License Agreement shall remain in effect for a term of Five (5) years, unless earlier terminated by either party, with or without cause, upon ninety (90) days' written notice. AEP's use of the Premises as a staging area for work crews and for the temporary storage of materials, vehicles and equipment shall extend for that period of time reasonably required by AEP to respond to the emergency condition, but in no event longer than three (3) continuous months without the written consent of City.
3. Appearance. AEP agrees that during its use of the Premises it will maintain the Premises in a neat and orderly fashion, and not permit the accumulation of garbage, trash or rubbish thereon.
4. Repairs. Upon AEP's cessation of use of the Premises or upon termination of this agreement, AEP will restore the Premises to as close to the same condition as existed before its use thereof, all without cost, risk or expense to City and repair any damage to the Premises or any other land owned by City immediately adjacent to the Premises caused by or resulting from any activity by AEP or its employees, agents and contractors on the Premises.
5. Compliance with Laws. AEP shall not commit or allow to be committed, by act or omission, any waste or nuisance in or upon the Premises. AEP represents and warrants to City that all activities performed by AEP, its employees, agents, and contractors on the Premises shall comply with all applicable laws, statutes, ordinances, rules and regulations or any governmental authority.
6. Insurance. AEP shall maintain a commercially reasonable amount of comprehensive general liability insurance covering both personal injury (including death) and property damage and shall provide proof of same to City upon City's written request. AEP shall require any contractors or agents accessing the Premises to comply with this same requirement.
7. Indemnification. AEP hereby waives all claims and demands against City's Mission Event Center for any loss, damage or injury of any kind to any person or property arising from any use or act occurring on or upon the Premises. AEP further agrees to protect, indemnify and hold harmless City, its directors, officers, agents and employees from and against any claims, causes of action, suits, judgments, losses, damages and liability of every kind, including all expenses of litigation, court costs and attorneys' fees for injuries, death or property damages (including injuries, death or property damage suffered by AEP's employees or the employees of its agents or contractors) resulting from the use of the Premises, which occurred, or are alleged to have occurred directly or indirectly, in whole or in part, from any act, omission, or negligence of AEP or any of its employees, contractors or agents.

8. Notices. All notices shall be in writing and shall be delivered to the following addresses or at such different addresses as shall be directed by the parties in writing from time-to-time.

If to AEP:
AEP Texas Inc.
539 North Carancahua Street
Corpus Christi, Texas 78401
Attn: John M. Garcia, Real
Estate Supervisor
Phone: (361)881-5849

If to City:
City of Mission, Texas
1201 E. 8th Street
Mission, Texas 78572
Attn: City Manager
Phone: 956-580-8650

9. Assignment. AEP may not assign this License Agreement to any party other than an affiliate, subsidiary or parent without the prior written consent of City.
10. Entire Agreement. This License Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior agreements, representations and negotiations between the parties regarding the subject matter are hereby superseded. This License Agreement shall not be altered or amended except by an agreement in writing executed by both parties hereto.
11. Survival. Termination of this License Agreement shall not relieve either party of any obligation that by its nature should survive termination, including but not limited to all guarantees and promises of indemnity.
12. Severability. If any provision of this License Agreement is held to be invalid or unenforceable for any reason, the remaining portions of this Agreement shall remain in full force and effect.
13. Governing Law. This License Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its conflicts of law principles. Venue for any and all disputes arising in connection with this Agreement shall lie exclusively in the State or Federal Courts in Hidalgo County, Texas.

EXECUTED AND MADE EFFECTIVE as of the date first above written.

CITY OF MISSION

AEP TEXAS Inc.

By: _____
Date: _____
Print: Mike R. Perez
Title: City Manager

By: _____
Amy S. Clipperton, Real Estate Supervisor
Date: _____