

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF WYLIE**, home-rule municipality ("Licensor"), and **TISEO PAVING COMPANY**, Texas corporation ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor hereby licenses to Licensee and Licensee hereby takes from Licensor a portion of the real property located within the WYLIE CIVIC CENTER ADDITION (CWY), BLK A, LOT 4, located off of FM 544, identified as Collin Central Appraisal District Property ID No. 2671801, in the City of Wylie, Texas, as more particularly depicted in blue in Exhibit A, attached hereto (the "Licensed Property"); and

WHEREAS, Licensee desires to enter onto and use the Licensed Property for those uses described in Exhibit B, attached hereto and incorporated herein for all purposes ("Permitted Uses") in support of constructing the project identified as the FM 544 Project (the "Project"); and

WHEREAS, Licensor agrees to grant Licensee a temporary, non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

WHEREAS, Licensor finds that it is the best interest of Licensor and its citizens to enter into this Agreement and provide the license as described herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

ARTICLE 1 – LICENSE

1.1 **Grant of License.** Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property during the Term (hereinafter defined) of this Agreement. Licensee's right to enter onto and use the Licensed Property shall be limited solely to the Permitted Uses and none other.

1.2 **No Cost to Licensor.** The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement.

1.3 **Non-Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage, communication or other public facility located in, on or under the Licensed Property owned by Licensor or any utility or communication company, public or private; and (b) any existing lease, license or other interest in the Licensed Property granted by Licensor to any individual, corporation or other entity, public or private.

1.4 **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for obtaining and shall obtain any and all licenses, permits, zoning approvals or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

1.6 **Security of Licensed Property.** Licensee, at its sole cost and expense, shall provide all necessary security on the Licensed Property. Licensee, at its sole cost and expense, shall erect and maintain in good repair barricades to prohibit public access and use of the Licensed Property.

1.7 **Consideration.** In exchange for the rights granted herein, Licensee shall pay to Licensors a monthly license fee, in advance, in the amount of three thousand and no/100s dollars (\$3,000.00) for each month or portion thereof during the term of this Agreement.

1.8 **Deposit.** In addition to the license fee, Licensee shall pay to Licensors a deposit in the amount of twenty-five thousand and no/100s dollars (\$25,000.00) ("Deposit") before the commencement of the Term. If Licensee defaults with respect to any provision of this Agreement, Licensors may, but will not be required to, use, apply or retain all or any part of the Deposit for the payment of any license fee or any other sum in default, or for the payment of any other amount which Licensors may incur or may become obligated to incur by reason of Licensee's default, or to compensate Licensors for any other loss or damage which Licensors may suffer by reason of Licensee's default. If any portion of the Deposit is so used or applied, Licensee will, upon demand therefore, deposit cash with Licensors in an amount sufficient to restore the Deposit to the original amount. If Licensee fully performs every provision of this Agreement to be performed by Licensee, the Deposit will be returned to Licensee within thirty (30) days after the expiration of the Term, less any sums Licensors has deducted pursuant to this section. Licensee will not assign or encumber Licensors's interest in the Deposit and neither Licensors nor Licensors's successors or assigns will be bound by any such attempted assignment or encumbrance of the Deposit.

ARTICLE 2 – MAINTENANCE

2.1 **Maintenance.** Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements, and equipment on or about the Licensed Property and any adjacent property owned by or under the control of Licensors, except as expressly provided herein. Licensee shall keep the Licensed Property free of trash and debris. Licensee shall mow the Licensed Property as needed and when requested by Licensors. Licensee shall take all action necessary to control and remediate dust, including sweeping the Licensed Property. Licensee shall not erect any permanent improvements on the Licensed Property or remove any existing improvements. Licensee shall be wholly responsible for maintaining the

Licensed Property during the Term (hereinafter defined) and shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property ("Licensee Damages"). All repairs shall be made at Licensee's sole cost and expense. Licensors shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensors' use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensors notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensors. If Licensors makes the repairs under the provisions of this Section 2.1, Licensors shall send a written invoice to Licensee and take any reasonable action to perform all necessary repairs and assess Licensee for the costs thereof plus interest from the date paid by Licensors to the date of reimbursement by Licensee at the Interest Rate (hereinafter defined). Licensors may elect to use the deposit paid by Licensee for such reimbursement. The term "Interest Rate" shall mean the higher of either (i) the interest rate announced as the "prime rate" by *The Wall Street Journal* plus two (2) percent per annum; or (ii) the highest rate of interest allowed by applicable law. This Article 2 shall survive termination of this Agreement.

2.2 **Clean-Up.** Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.1 above, Licensee shall remove from the Licensed Property all trash, debris, equipment, vehicles, temporary structures, improvements, fencing and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively, "Licensee's Personal Property"), and shall respread topsoil cut from the Licensed Property and hydroseed the Licensed Property with a Bermuda seed mixture to the satisfaction of Licensors. Should Licensee fail to remove Licensee's Personal Property upon the termination of this Agreement in accordance with this Section 2.2, Licensors may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensors' removal of Licensee's Personal Property pursuant to this Section 2.2 shall be borne by Licensee.

2.3 **No Alterations.** Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensors. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

ARTICLE 3 – TERM AND TERMINATION

3.1 **Term.** Licensee's right to enter onto and use the Licensed Property under this Agreement shall be for a term of 365 days, commencing at 12:01 a.m. on November 1, 2025 and shall expire on the earlier of 12:01 a.m. on November 1, 2026, or 12:01 a.m. on the date that Licensee's work on the Project is completed ("Term"), at which time this Agreement shall terminate, unless terminated earlier as provided herein or unless the parties mutually agree to a written extension the Term.

3.2 **Termination on Default.** Notwithstanding the foregoing, Licensors shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing five (5) business days' written notice and opportunity to cure such

default. If Licensee fails to diligently proceed to cure the default within such time period, Licensors may then terminate this Agreement by sending an additional written notice to Licensee.

3.3 **Termination for Necessity.** Notwithstanding the foregoing, Licensors shall have the right to terminate this Agreement without notice to Licensee in an emergency circumstance that would preclude the safe use of the Licensed Property. On termination of this Agreement under the provisions of this Section 3.3, this Agreement shall be deemed null and void, with Licensors having no other obligations or liability under this Agreement. This provision shall survive termination of the Agreement.

3.4 **Condition on Termination.** On termination of this Agreement, Licensee shall surrender the Licensed Property to Licensors.

3.5 **Holding Over.** If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from week to week, terminable by Licensors in accordance with Texas law. Licensee shall pay an amount (on a per week basis without reduction for partial weeks during the holdover) equal to five thousand and no/100s dollars (\$5,000.00), payable in advance, for the period of the holdover.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws.** Licensee shall, in connection with Licensee's activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to hazardous materials, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee's use of the Licensed Property. Licensee acknowledges that Licensors has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time-to-time at Licensors's sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensors in writing.

4.2 **Hazardous Materials.** In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensee's use of the Licensed Property, Licensee shall immediately notify Licensors of the nature and extent of such event and shall, at Licensee's sole cost and expense, promptly remedy the condition to Licensors's satisfaction.

ARTICLE 5 – LIABILITY

5.1 **Liability.** Licensors shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensors shall not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage

or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

5.2 Disclaimer/Waiver of Damages/Liability.

(a) Licensee acknowledges and agrees that Licensor is not providing any guarantee, representation or warranty, and Licensor hereby disclaims any guarantee, representation or warranty: (i) of the condition or suitability of the Licensed Property, in whole or in part, for the Permitted Uses; or (ii) that Licensee's Personal Property will not be damaged, stolen or in any other way compromised while the same is located on the Licensed Property.

(b) **LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(c) Licensee agrees that Licensor shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

ARTICLE 6 – INSURANCE

6.1 Licensee's Insurance Requirements. Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensor. Licensee shall procure and maintain General Liability insurance for personal injury (including death) and property damage with a minimum of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate, including products coverage. Any contractor of Licensee shall be required to carry the same insurance as Licensee. Licensee shall deliver to Licensor the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Licensor, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.

- (ii) Provide for at least thirty (30) days prior written notice to Licensor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).
- (iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (iv) Include all endorsements applicable to each policy and be endorsed to cover Licensee's agreement to indemnify Licensor as set out in this Agreement.
- (v) Include the following provisions: (1) severability of interests; and (2) an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds.

(b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

ARTICLE 7 – INDEMNITY

7.1 INDEMNIFICATION. IN CONSIDERATION OF LICENSOR ENTERING INTO THIS AGREEMENT AND GRANTING LICENSEE THE RIGHTS AND PRIVILEGES CONTAINED HEREIN, LICENSEE DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR AND THE CITY OF WYLIE, TEXAS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS OF LICENSEE (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST LICENSOR BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN LICENSEE AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE LICENSEE, INCLUDING, BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, LICENSOR SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY LICENSOR, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY LICENSOR IN WRITING. LICENSOR RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, LICENSOR IS UNDER NO OBLIGATION TO DO SO. ANY SUCH OBLIGATION BY LICENSOR IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND LICENSOR OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY LICENSOR PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN LICENSOR-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF LICENSOR'S WRITTEN NOTICE THAT LICENSOR IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF LICENSEE FAILS TO RETAIN DEFENSE COUNSEL WITHIN SUCH TIME PERIOD, LICENSOR SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY LICENSOR.

THIS ARTICLE 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8 – NOTICE

8.1 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Licensor, addressed to it at:

City of Wylie
Attn: Jasen Haskins
300 Country Club Rd.
Wylie, Texas 75098
Telephone: (972) 516-6324
Email: jasen.haskins@wylietexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

Tiseo Paving Company

Attn: Grant Brown, Vice President
P.O. Box 270040
Dallas, Texas 75227
Telephone: (214) 263-5440
Email: gbrown@tiseopaving.com

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 **Findings Incorporated.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensors and Licensee.

9.2 **Relationship of Parties.** The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

9.3 **Licensee's Warranties/Representations.** All warranties, representations and covenants made by Licensee to Licensors in this Agreement or in any certificate or other instrument delivered by Licensee to Licensors under this Agreement shall be considered to have been relied upon by Licensors and will survive the termination of this Agreement, regardless of any investigation made by Licensors. No warranty, representation or guaranty, either express or implied, is made by Licensors for a continuous and adequate water supply or sewage outlets for the benefit of Licensee, and Licensors shall have no responsibility or liability for supplying water or sewage to the Licensed Property.

9.4 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

9.5 **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

9.6 **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.7 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

9.8 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined) of this Agreement.

9.9 **Savings/Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

9.10 **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

9.11 **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

9.12 **Assignment.** This Agreement is not assignable by Licensee without the express written consent of Licensor.

9.13 **Indemnification.** The parties agree that the Indemnity provisions set forth in Article 7 herein are conspicuous, and the parties have read and understood the same.

9.14 **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

9.15 **Immunity.** The parties acknowledge and agree that, in executing and performing this Agreement, Licensor has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

9.16 **Reference to Licensee.** When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

9.17 **Reference to Licensor.** When referring to “Licensor” herein, this Agreement shall refer to and be binding upon Licensor, and its City Council Members, officers, agents, representatives, employees and/or any other third parties for whom Licensor is legally responsible.

9.18 **Non-Dedication.** The parties hereby agree that this Agreement (i) is a revocable license that shall not be recorded by either party, (ii) does not convey any interest in the Property, and (iii) shall not be construed in any event as an easement.

9.19 **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

LICENSOR:

CITY OF WYLIE,
a home-rule municipality

By: _____
Brent Parker, City Manager
Date: _____

LICENSEE:

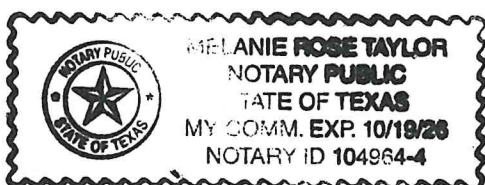
Tiseo Paving Company
a Texas corporation

By: _____
Grant Brown, Vice President
Date: 2/4/2023

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Grant Brown, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Vice President and duly authorized representative of **Tiseo Paving Company**, a Texas corporation, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of Feb., 2024.



Notary Public, State of Texas
My Commission Expires: 10/19/26

EXHIBIT A **Licensed Property**

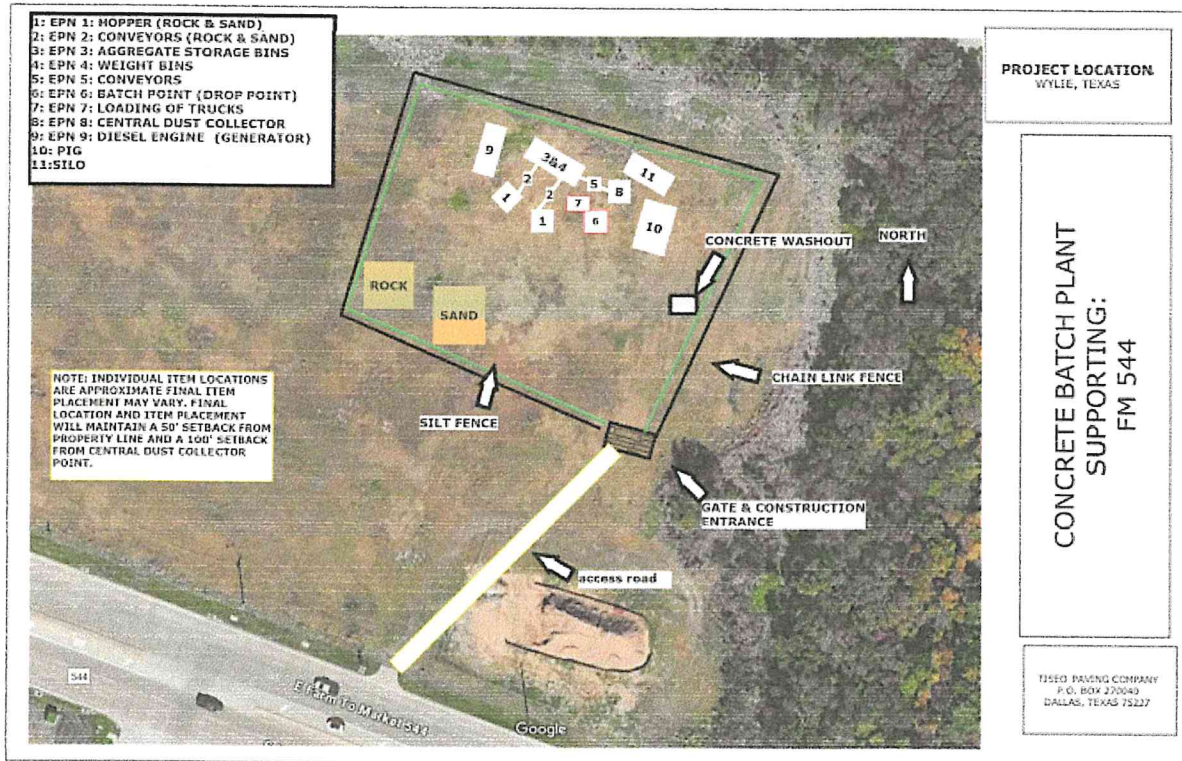


EXHIBIT B
Permitted Uses

1. Licensee agrees to possess and occupy the Licensed Property continuously throughout the term of the Agreement solely for the purpose of locating Project office trailers and associated parking, storage of heavy equipment including a fuel tank, storage and stockpiling of materials, and locating and operating a temporary concrete batch plant, all associated with the Project and pursuant to the terms and provisions of this Agreement, and for no other use or purpose.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Lisa Gladstone PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 E-MAIL ADDRESS: lgladstone@vtcins.com														
INSURED Tiseo Paving Co. P.O. Box 270040 Dallas TX 75227-0040	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Amerisure Insurance Company</td><td>19488</td></tr><tr><td>INSURER B: Amerisure Partners Ins. Co.</td><td>11050</td></tr><tr><td>INSURER C: Amerisure Mutual Insurance Co.</td><td>23396</td></tr><tr><td>INSURER D: Markel American Ins Comp</td><td>28932</td></tr><tr><td>INSURER E: United Specialty Insurance Company</td><td>12537</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Insurance Company	19488	INSURER B: Amerisure Partners Ins. Co.	11050	INSURER C: Amerisure Mutual Insurance Co.	23396	INSURER D: Markel American Ins Comp	28932	INSURER E: United Specialty Insurance Company	12537	INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 24-25 Master NO attachmen

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP20796331301	11/01/2024	11/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA20796321405	11/01/2024	11/01/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CU20901921102	11/01/2024	11/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$ 1,000,000																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WC20796341401	11/01/2024	11/01/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
D	Excess Over \$1,000,000*			MKLM4EUE101468	11/01/2024	11/01/2025	Limit: \$2,000,000 part of \$4,000,000 \$ 4,000,000														
E	Excess Over \$1,000,000*			BTM2412376	11/01/2024	11/01/2025	Limit: \$2,000,000 part of \$4,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Wylie

CERTIFICATE HOLDER**CANCELLATION**

City of Wylie
949 Hensley Ln.
Building 300
Wylie, TX 75098

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Chandler/LMG

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COMMENTS/REMARKS

Excess over \$5,000,000
Endurance American Insurance Company
Policy #EXC10005791310
Policy Term: 11/01/2024 - 11/01/2025
Excess Limit: \$5,000,000 per claim & aggregate

Excess over \$10,000,000
Associated Industries Insurance Company
Policy #XSA1248761-00
Policy Term: 11/01/2024 - 11/01/2025
Excess Limit: \$10,000,000 per claim & aggregate

Excess over \$20,000,000
Westfield Specialty Insurance Company
Policy #XSL-367424V-00
Policy Term: 11/01/2024 - 11/01/2025
Excess Limit: \$5,000,000 per claim & aggregate

Where required by written contract, the above referenced is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis & add'l insured with respects to Auto liability on a primary & non-contributory basis. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the add'l insured as required by written contract & where allowed by law. Umbrella liability coverage follows form over GL, Auto & Employers Liability. (SEE PRIOR PAGE)