

Exhibit A

15' X 15' LICENSE AGREEMENT CITY OF DALLAS BLOCK NO. 260 JOHN GRIGSBY SURVEY, ABSTRACT NO. 495 CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 225 square feet or 0.01 acres of land situated in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, same being a portion of City of Dallas Block No. 260, Dallas County, Texas, and being a portion of a tract of land conveyed to City of Dallas by Warranty Deed recorded in Volume 71019, Page 1776, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a Mag nail found with washer stamped "CITY OF DALLAS CARP PARK" for corner, said corner being along the North right of way line of Pearl Street Connection (variable width right of way), same being the intersection of the Southeast right of way line of Live Oak Street (variable width right of way);

THENCE North 44 degrees 20 minutes 59 seconds East along the Southeast line of said Live Oak Street, a distance of 19.48 feet to a mag nail set for corner and the POINT OF BEGINNING of herein described tract;

THENCE North 44 degrees 20 minutes 59 seconds East along the Southeast line of said Live Oak Street, a distance of 15.00 feet to a Mag nail set for corner, from which a 3 inch Aluminum disk found stamped "CITY OF DALLAS CARP PARK", bears North 44 degrees 20 minutes 59 seconds East, a distance of 314.43' for witness;

THENCE South 45 degrees 39 minutes 01 seconds East, a distance of 15.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 44 degrees 20 minutes 59 seconds West, a distance of 15.00 feet to a X set for corner;

THENCE North 45 degrees 39 minutes 01 seconds West, a distance of 15.00 feet to the POINT OF BEGINNING and containing 225 square feet or 0.01 acres of land.



Bryan Connally
BRYAN CONNALLY
R.P.L.S. NO. 5513

Scott Holt
FIELD NOTES APPROVED:
5/15/2020

GENERAL NOTES:

1) BASIS OF BEARINGS ARE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.



CBG Surveying Texas, LLC.

PLANNING SURVEYING
12025 Shiloh Road - Suite 230 Dallas, Texas 75228
P 214.349.9485 F 214.349.2218
Firm No. 10168800
www.cbginctx.com

SHEET 1 OF 2
JOB NO. 1922160
DRAWN BY: TO
DATE: 11/18/19

EXHIBIT B

15' X 15' LICENSE AGREEMENT
 CITY OF DALLAS BLOCK NO. 260
 JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

LIVE OAK STREET
 VARIABLE WIDTH R.O.W.

CM "CITY OF DALLAS
 CARP PARK"

CITY OF DALLAS
 (TRACT 1)
 VOL. 75129, PG. 1149
 D.R.D.C.T.

CITY BLOCK 260

15'x15' LICENSE AGREEMENT
 225 Sq. Feet
 0.01 Acres

**POINT OF
 BEGINNING**

MANHOLE

VAULT

"CITY OF DALLAS
 CARP PARK" CM

CITY BLOCK 260

**POINT OF
 COMMENCING**

REMNANT
 CITY OF DALLAS
 VOL. 71019, PG. 1776
 D.R.D.C.T.

LEGEND

- MAG NAIL FOUND W/WASHER STAMPED
 "CITY OF DALLAS CORP PARK"
 - ⊗ 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP
 STAMPED "CBG SURVEYING"
 - ⊕ MAG NAIL SET
 - ⊙ 3" ALUMINUM DISK FOUND STAMPED
 "CITY OF DALLAS CORP PARK"
- ORD. NO. ORDINANCE NUMBER
 VOL., PG. VOLUME, PAGE
 R.O.W. RIGHT-OF-WAY
 SQ. FT. SQUARE FEET
 CM CONTROLLING MONUMENT

LINE	BEARING	DISTANCE
L1	N 44°20'59" E	19.48'
L2	N 44°20'59" E	15.00'
L3	S 45°39'01" E	15.00'
L4	S 44°20'59" W	15.00'
L5	N 45°39'01" W	15.00'



JOHN GRIGSBY SURVEY,
 ABSTRACT NO. 495

L=233.16'
 R=600.00'

PEARL STREET CONNECTION
 VARIABLE WIDTH R.O.W.
 CLOSED & VACATED TO VEHICULAR TRAFFIC
 BY ORD NO. 31250
 INST. NO. 201900186049
 O.P.R.D.C.T.

L=355.78'
 R=374.00'



Bryan Connally
 BRYAN CONNALLY
 R.P.L.S. NO. 5513

GENERAL NOTES:

1) BASIS OF BEARINGS ARE STATE PLANE COORDINATE SYSTEM, TEXAS
 NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983,
 ADJUSTMENT REALIZATION 2011.



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SHEET 2 OF 2
 JOB NO. 1922160
 DRAWN BY: TO
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Exhibit C Insurance Requirements

SECTION A. Prior to the approval of this license agreement by the City, Licensee shall procure, pay for and keep in full force and effect the following insurance issued by an insurance company authorized and approved by the State of Texas, acceptable to the City and issued in the standard form approved by the State Board of Insurance. The insurance shall be evidenced by delivery to the City, at the address shown in Required Provisions, of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, the City shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY and no officer or employee shall have authority to waive this requirement.

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Management Division of the Human Resources Department based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The Licensee agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either party to the contract or upon the underwriter of any such policy provisions). Upon request by City, Licensee shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

INSURANCE COVERAGE REQUIRED

Section C. Subject to Licensee's right to maintain reasonable deductibles, Licensee shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at Licensee's sole expense, insurance coverage in the following type(s) and amounts:

1. **Workers' Compensation** with statutory limits; **Employee's Liability** with minimum limits for bodily injury: a) by accident \$100,000 per each accident and b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
2. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$1,000,000 general aggregate. Additional coverage shall include: Fire Legal Liability limit of \$250,000. If this insurance is written on a claims-made

form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this contract.

CONSTRUCTION INSURANCE

Prior to the commencement of construction of any permanent improvement, Licensee shall purchase and maintain, or require Licensee's contractor to purchase and maintain, until final completion and acceptance of all work, insurance coverage written by companies approved by the State of Texas and acceptable to the City in the following types and amounts:

1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury: a) by accident \$100,000 per each accident and b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
2. **Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.
3. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$1,000,000 products/completed operations aggregate, \$2,000,000 general aggregate. Additional coverages shall include: Underground, Explosion & Collapse hazards; Amendment of Aggregate Limit per Project Endorsement (i.e., CG2503). **NOTE:** Completed Operations coverage must remain in force for one (1) year after completion of the contract. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this contract.

The City of Dallas shall be named as an additional insured by using endorsement CG2026 or broader.

4. **All Risk Builder's Risk Insurance**, if the project involves complete construction of new buildings, or, **Installation Floater**, if project involves materials and supplies needed for additions, renovations or remodeling of an existing building, with an insured value equal to 100% of replacement cost, if Builder's Risk, or 100% of the contract cost, if Installation Floater. Covered perils shall include, but not be limited

to, Fire, Extended Coverage, Vandalism & Malicious Mischief, Theft and Transit. The City of Dallas will be shown as a loss payee, as their interest may appear as property owner.

REQUIRED PROVISIONS

Licensee agrees that with respect to the above required insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State the coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to: (i) City of Dallas, Real Estate Services, 320 E. Jefferson, Room 203, Dallas, TX 75203 and (ii) Assistant Director, Risk Management Division, 1500 Marilla, 6A.South, Dallas, TX 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the Licensee's insurance is primary insurance as respects the City, its officers, employees and elected representatives.
- e. Provide that all provisions of this contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. Ensure that all certificated of insurance identify the service or product being provided and name the City department shown in **REQUIRED PROVISIONS** b.(i) as the Certificate Holder.

SECTION D. (1) Without limiting any of the other obligations or liabilities of the Licensee, the Licensee shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the term of the contract, levels of insurance that are necessary and appropriate for the services being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name the Lessee as an additional insured. (2) The Licensee shall obtain and monitor the certificates of insurance from each Subcontractor. The Licensee must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The City shall be entitled, upon request and without expense, to receive copies of these certificates.

SECTION E. Approval, disapproval or failure to act by the City regarding any insurance supplied by the Licensee or its subcontractors shall not relieve the Licensee of full responsibility or liability for damages and accidents as set forth in the contract documents.

Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the Licensee from liability.