

## LICENSE AGREEMENT

This License Agreement ("**Agreement**") is dated to be effective as of the \_\_\_\_\_ day of October, 2020 by and between Mario Sinacola & Sons Excavating, Inc. ("**MSSEI**") with a mailing address of 10950 Research Road, Frisco, Texas 75033 and Collin County ("**OWNER**").

WHEREAS, OWNER owns a tract of land having an area of approximately 2.3 acres located approximately 1,000 feet south of the centerline of FM 428 between the existing northbound and southbound frontage roads of the Dallas North Tollway, City of Celina, County of Collin, State of Texas as more particularly depicted on the attached **Exhibit A** ("**Property**"); and

WHEREAS, MSSEI desires to use the Property for the installation and operation of a temporary field office, parking and related equipment and materials, and other reasonable ancillary uses, including boring a temporary waterline under the NBFR of the DNT and extending a temporary overhead electrical service from the east side of the NBFR of the DNT to support the construction of the NTTA DNT 4B Frontage Rd project but specifically excluding any concrete plant uses. (collectively, the "**Field Office**").

**NOW, THEREFORE**, in consideration of the following good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and agreements herein contained, including the recitals set forth hereinabove, OWNER and MSSEI agree as follows:

1. Grant, Use and Permits.
  - a. OWNER hereby grants to MSSEI a limited, temporary, and revocable license to use the Property for the Field Office and terms herein and subject to all terms and conditions hereof.
  - b. OWNER grants MSSEI a right of ingress and egress to the Property from the Dallas North Tollway frontage roads.
  - c. Prior to mobilizing on the Property, MSSEI shall strip any existing topsoil on the Property and stockpile on the Property according to plans and specifications approved by OWNER. The Field Office on the Property shall be kept in an organized and sightly condition until removed by MSSEI.
  - d. At the end of the Term, hereinafter defined, MSSEI shall have removed the Field Office, cap temporary waterline east of NBFR, remove temporary electrical service, spread the existing stockpiled topsoil, apply a highway seed mix to facilitate vegetative growth and leave the Property in a smooth, bladed condition, and otherwise restore the Property to a similar condition as existed on the Property prior to MSSEI's entry on the Property.
  - e. MSSEI shall be responsible (at its sole cost and expense) for any permits, erosion control of any kind, SWPPP documentation, or any other approvals required for MSSEI's use of the Property under this Agreement.

2. Property Condition. MSSEI represents and warrants that they shall keep the Property clean and free of any debris, trash and hazardous substances. MSSEI shall also keep the Property free from any mechanic's or materialmen's liens. MSSEI agrees that it will not unreasonably obstruct ingress and egress to and from the Property. MSSEI shall operate on the Property in compliance with all applicable laws and shall be liable to OWNER for any damage to the Property caused by MSSEI's use of the Property or its exercise of the rights granted herein.

3. Fee. In consideration for OWNER granting the license pursuant to this Agreement, OWNER and MSSEI agree that MSSEI shall pay a fee ("**Fee**") in the amount of \$500.00 per month, or any portion thereof after the fifth (5<sup>th</sup>) day of the month, throughout the Term. MSSEI promises to pay to OWNER in advance, without demand, in monthly installments on or before the first day of each calendar month. The first installment of the Fee for the first month of the Term shall be due and payable on the date hereof and continue on the second month after the Commencement Date, hereinafter defined.

4. Term. The term ("**Term**") of this Agreement shall:

a. Commence on November 1<sup>st</sup>, 2020 ("**Commencement Date**"); and

b. Except for paragraph 4(c) below, shall end ("**End Date**") on the last day of the twenty-fourth (24<sup>th</sup>) month after the Commencement Date unless OWNER and MSSEI mutually approve, in writing, an extension of the Term prior to the End Date.

c. Termination.

i. If MSSEI is in material breach of any provision of this Agreement and OWNER has given MSSEI thirty (30) days prior written notice and such breach remains unresolved, OWNER may, without prejudice to any other rights or remedies of the OWNER under this Agreement, terminate this Agreement.

ii. MSSEI may terminate this Agreement at any time by providing not less than thirty (30) days prior written notice to OWNER.

iii. If termination occurs pursuant to either (i) or (ii) above, MSSEI's obligations to restore the Property under 1(d) above shall survive. MSSEI's obligation to restore the Property shall be complete within thirty (30) days after a termination under section (i) above or prior to termination under section (ii) above.

iv. OWNER shall have the right to immediately terminate this Agreement if MSSEI does not provide an updated insurance certificate to OWNER before the current certificate.

5. Insurance. Prior to commencing any work under this Agreement, MSSEI will furnish OWNER an insurance certificate, in a form and with limits reasonably acceptable to OWNER, stating MSSEI's insurance coverages, policy numbers and naming OWNER as additional insured. The insurance coverages and amounts reflected in the insurance certificate(s) provided to OWNER prior to the execution of this Agreement shall, at a minimum, be maintained throughout the Term hereof.

6. Authority. OWNER and MSSEI each represents and warrants that it has the authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action, corporate or otherwise, to authorize the execution, delivery and performance of this Agreement and this Agreement constitutes a legal, valid and binding obligation.

7. **MSSEI AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER AND ANY PARTY IN PRIVITY WITH OWNER, THEIR REPRESENTATIVES AND THEIR RESPECTIVE EMPLOYEES, AGENTS, PARTNERS, OFFICERS, INVITEES, OR LICENSEES FROM AND AGAINST ANY LIABILITIES, LOSSES, DAMAGES, ACTIONS, CLAIMS, SUITS OR ADMINISTRATIVE PROCEEDINGS (INCLUDING PENALTIES, ATTORNEY'S FEES OR OTHER EXPENSES) ARISING OUT OF OR IN CONNECTION WITH (i) THE ACTIONS OR OBLIGATIONS OF MSSEI UNDER THIS AGREEMENT, (ii) MSSEI'S USE OF THE SITE OR OTHERWISE ANY EXERCISE OF THE RIGHTS GRANTED HEREIN, OR (iii) MSSEI'S BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY VIOLATION BY MSSEI OF ANY GOVERNMENTAL LAWS, RULES, ORDINANCES, OR REGULATIONS BY MSSEI OR ITS AGENTS, EMPLOYEES AND INDEPENDENT PROVIDERS, OR THEIR RESPECTIVE AGENTS AND EMPLOYEES, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.**

8. Governing Law. This Agreement shall be governed in all respects, including its validity, interpretation and effect, by the laws of the State of Texas, without giving effect to the principles of conflict of laws of that state. Venue for any dispute regarding this Agreement shall be in the District Courts of Collin County, Texas.

9. Entire Agreement / Assignment. This Agreement is solely between OWNER and MSSEI. Performance of the respective obligations of each party under this Agreement shall be rendered solely to the parties. This Agreement may not be assigned in whole or in part by MSSEI without the prior written approval of OWNER, not to be unreasonably withheld, conditioned or delayed.

10. Severability. If any part, term, or provision of this Agreement shall be held void, illegal, or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

12. Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.



13. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

[Signature Page to Follow]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed to be effective as of the day and year first above written.

**COLLIN COUNTY**

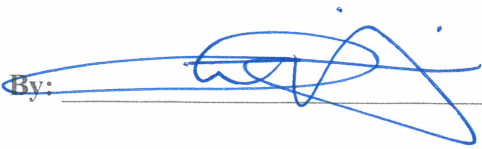
**Address for Notices:**

Collin County  
2300 Bloomdale Rd. Suite 4192  
McKinney, Texas 75071  
Attn: Bill Bilyeu /  
County Administrator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

  
CHRIS HILL  
COUNTY JUDGE

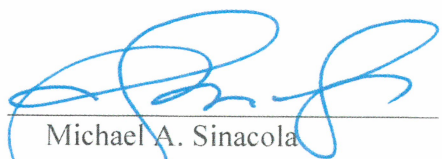
**Address for Notices:**

Mario Sinacola Companies  
10950 Research Road  
Frisco, Texas 75033  
Attn: Stephen A. Scott

**MARIO SINACOLA & SONS EXCAVATING, INC.,**  
a Michigan corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

 10/13/2020  
Michael A. Sinacola  
Vice President

**EXHIBIT A**  
**The Property**

