

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 004-027

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE CITY AND BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P. TO USE A PORTION OF SURVEYOR BOULEVARD FOR THE INSTALLATION AND USE OF A TELECOMMUNICATIONS CABLE BETWEEN TWO PROPERTIES AS DESCRIBED IN THE LICENSE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Barrett Burke Wilson Castle Daffin & Frappier, L. L. P. (the "Company") desires to use a portion of Surveyor Blvd., a public street located within the Town of Addison, to install a telecommunications cable to connect two buildings located along Surveyor Blvd. for the purpose of facilitating communication between the two tracts; and

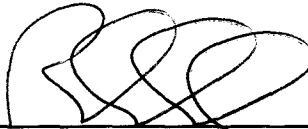
WHEREAS, Section 70-58 of the City's Code of Ordinances provides, among other things, that all persons that place facilities in, on, or over public rights-of-way must obtain a franchise, license or other authorization as may be required by the City to use the public rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The License Agreement by and between the City and the Company, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein, is hereby approved. The City Manager is authorized to execute the Agreement on behalf of the City.

Section 2. This Ordinance shall take effect from and after its date of adoption.

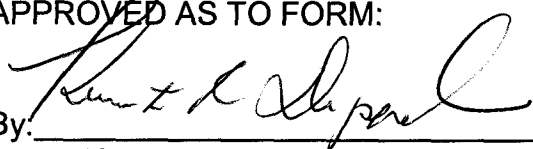
PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8<sup>th</sup> day of June, 2004.

  
\_\_\_\_\_  
R. Scott Wheeler, Mayor

ATTEST:

By:   
\_\_\_\_\_  
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Kenneth C. Dippel, City Attorney

Published  
NWOM News  
9-17-04



EXHIBIT A

STATE OF TEXAS §  
COUNTY OF DALLAS §

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License" or "Agreement") is made this 8<sup>th</sup> day of JUNE, 2004, by and between the Town of Addison, Texas ("the City") and Barrett Burke Wilson Castle Daffin & Frappier, L. L. P., a Texas Limited Liability Partnership (the "Company").

**WHEREAS**, Surveyor Blvd is a public street located within and under the authority and control of the City; and

**WHEREAS**, the Company leases two properties along Surveyor Blvd., which are generally described as 15000 Surveyor Blvd and 4004 Belt Line, Forum II, Suite 100 (the "Buildings") and which are depicted on **EXHIBIT 1** attached hereto and incorporated herein; and

**WHEREAS**, the Company desires to install under Surveyor Blvd. a telecommunications cable connecting the two Buildings for the purpose of facilitating communication between the two Buildings; and

**WHEREAS**, Section 70-58 of the City's Code of Ordinances provides, among other things, that all persons that place facilities in, on, or over public rights-of-way must obtain a franchise, license or other authorization as may be required by the City to use the public rights-of-way; and

**WHEREAS**, the Company desires to place the Cable (as defined herein) under Surveyor Boulevard and has requested the City's issuance of its authorization to construct, maintain, and operate the same.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the City and the Company do hereby contract and agree as follows:

1. Grant of License. The City hereby grants to Company a nonexclusive, revocable license to construct, reconstruct, maintain and operate, subject to the terms and conditions of this Agreement, one four (4) four-inch conduit containing both fiber and copper cable (SEE specifications on **EXHIBIT 1** attached hereto and incorporated herein) (the "Cable"), under Surveyor Blvd. for the sole purpose of connecting for telecommunication purposes the properties located at 15000 Surveyor Blvd. and 4004 Belt Line Rd., Form II, Suite 100, Addison, Texas (together, the "Properties"). The telecommunication services which may be provided between and only between the Properties shall be and are limited to the following: audio, video, data, voice and signalling communications. The Cable shall be located as shown on **EXHIBIT 1**.

This license, the grant made herein, and the rights of the Company hereunder are subject and subordinate to: (a) the prior and continuing right of the City, its successors and assigns, to use all and any part of Surveyor Blvd., including without limitation the portion of Surveyor Blvd. in which the Cable is located, for any purpose whatsoever in the City's sole discretion; (b) any existing electric, gas, communication, cable, water, sewer, or other utility or drainage facility located in, on, under, or above Surveyor Blvd.; (c) existing rights of any utility, communication, or other person, company, or entity in or to Surveyor Blvd.; (d) any existing franchise, grant, license, lease, easement, or other interest heretofore granted or conveyed by the City; (e) all laws, ordinances, standards, codes, policies, rules, and regulations, currently existing or hereafter enacted, adopted, amended, or modified, of the City, or of any governmental entity or agency

having jurisdiction over Surveyor Blvd. or the use thereof; and (f) all of the terms and conditions of this Agreement.

2. Term. Subject to the terms and conditions of this Agreement, this License shall continue in force for a period of ten (10) years from the date of execution of this Agreement or earlier if terminated as provided hereinafter.

3. Identify Markers. Markers in a form and size satisfactory to the City shall be installed and constantly maintained by Company at the City's property lines or at such locations as the City may designate and shall be relocated or removed by Company upon request of the City. The absence of markers does not constitute a warranty or representation by the City that there are no subsurface installations, lines, cables, or other equipment, materials, or property. The Company shall be responsible for determining and locating all utility or other facilities, equipment or property that may be located in the area in which the Cable will be constructed, operated, and maintained, whether subsurface or otherwise.

4. Cost. As consideration for the license and rights granted herein, Company shall pay the City, as follows:

(a) An acceptance fee in the amount of \$1.00 per linear foot of streets bored or traversed, and One Thousand Dollars (\$1,000.00) for each public street crossing, with such payment due on execution of this License; and

(b) An annual payment to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00) payable in advance with the first payment due on execution of this License. Each annual payment thereafter shall be due on or before the anniversary date of this Agreement until the expiration of this License or this License is otherwise terminated as provided herein. Company shall bear the entire cost of construction, reconstructing, maintaining and operating the

Cable, and will not allow or permit any mechanic's, materialman's, or other liens to be enforced against the City's property by reason of any such work, and agrees to and shall indemnify the City against any such liens.

5. Construction and Maintenance. The Cable shall be constructed, reconstructed and maintained in accordance with plans approved by the City. Approval by the City of this Agreement or of such plans shall not constitute a warranty or representation by the City that such plans conform with federal, state and/or local laws, ordinances, rules, codes and regulations applicable thereto. The Company shall comply with all applicable laws, ordinances, standards, codes, policies, rules, and regulations, currently existing or hereafter enacted, adopted, amended, or modified, of the City, or of any governmental entity or agency having jurisdiction over Surveyor Blvd. or the use thereof, including, but not limited to, the securing of building and excavation permits, as necessary or required.

All work upon or in connection with the Cable shall be done to the City's satisfaction at such times and in such manner as not to interfere with or create a hazard to the operation, maintenance, and/or use of any street, roadway, or other right-of-way. In the construction, reconstruction, maintenance, and operation of the Cable, the Company shall keep the Cable and the City's property in a neat and safe condition and in good order and operating condition, failing which, the City may do so at the Company's expense. Upon written notice from the City, by and through the City's Director of Public Works or his designee, stating in general terms how and in what manner maintenance or repair of the Cable or the street or right-of-way in which the Cable is located is required, Company shall perform such maintenance or repair; if Company fails to do so, the City shall have the right (in addition to any other rights of the City provided for herein or at law, in equity, or otherwise) to perform such maintenance or repair, the cost of which shall be

borne by the Company. If required by the City in its use of the City's property, Company, at its sole cost, shall reconstruct, relocate or alter the Cable. In the event that the Company has not relocated the Cable as directed by the City's Director of Public Works within a reasonable length of time (as determined by the Director of Public Works), the City shall have the right, without liability to the Company, to relocate, cause to be relocated, or remove the Cable, and the Company shall reimburse the City for all costs of relocation or removal. Except in an emergency, Company shall give the City at least five (5) days written notice, or such longer time as may be required by the City in any ordinance, rule, regulation, standard, code, or policy of the City, of the day and hour it proposes to do any work on the Cable. Company shall bear responsibility for timely and complete repairs in the event of damage to the Cable from any cause whatsoever.

Company shall cooperate with the City in making any test the City requires of any installation or condition which, in its judgment, may have an adverse effect on any of the facilities of the City. All costs incurred by the test, or any corrections thereof, shall be borne by Company.

6. Miscellaneous Obligations of Company.

A. Company shall maintain a complete set of "as built" plans of the Cable and shall furnish copies of the same to the City.

B. Company shall maintain a local agent who is familiar with the Cable and whose name and address shall be furnished at least annually to the City. The local agent shall be responsible for satisfying all information needs of the City.

7. Indemnification; Insurance.

A. (1) IN CONSIDERATION OF THE GRANTING OF THIS AGREEMENT, COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS, OFFICERS, AGENTS AND EMPLOYEES (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THE COMPANY'S PERFORMANCE OF THIS AGREEMENT, INCLUDING DAMAGES CAUSED BY THE INDEMNITEE'S OWN NEGLIGENCE, OR GROSS NEGLIGENCE, OR CONDUCT THAT MAY OR DOES EXPOSE AN INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY, EXCEPT AS SPECIFICALLY LIMITED HEREIN.

(2) WITH RESPECT TO THE COMPANY'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (1), COMPANY SHALL HAVE NO DUTY TO INDEMNIFY AN INDEMNITEE FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNITEE, OR SOLE GROSS NEGLIGENCE OF THE INDEMNITEE, OR SOLE CONDUCT OF THE INDEMNITEE THAT MAY OR DOES EXPOSE THE INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY.

(3) IF AN INDEMNITEE SUFFERS DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR CONDUCT THAT MAY OR DOES RESULT IN EXPOSURE TO STRICT LIABILITY, OF BOTH THE



COMPANY AND THE INDEMNITEE, THE COMPANY'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION A. WILL BE LIMITED TO A FRACTION OF THE TOTAL DAMAGES EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY.

(4) WITH RESPECT TO THE COMPANY'S DUTY TO DEFEND SET FORTH HEREIN IN SUBSECTION A., THE COMPANY SHALL HAVE THE DUTY, AT ITS SOLE COST AND EXPENSE, THROUGH COUNSEL OF ITS CHOICE, TO LITIGATE, DEFEND, SETTLE OR OTHERWISE ATTEMPT TO RESOLVE ANY CLAIM, LAWSUIT, CAUSE OF ACTION, OR JUDGMENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED HOWEVER, THAT THE CITY SHALL HAVE THE RIGHT TO APPROVE THE SELECTION OF COUNSEL BY THE COMPANY AND TO REJECT THE COMPANY'S SELECTION OF COUNSEL AND TO SELECT COUNSEL OF THE CITY'S OWN CHOOSING, IN WHICH INSTANCE, THE COMPANY SHALL BE OBLIGATED TO PAY REASONABLE ATTORNEY FEES AND THE EXPENSES ASSOCIATED THERETO. THE CITY AGREES THAT IT WILL NOT UNREASONABLY WITHHOLD APPROVAL OF COUNSEL SELECTED BY COMPANY, AND FURTHER, THE CITY AGREES TO ACT REASONABLY IN THE SELECTION OF COUNSEL OF ITS OWN CHOOSING.

(5) IN THE EVENT THAT THE COMPANY FAILS OR REFUSES TO PROVIDE A DEFENSE TO ANY CLAIM, LAWSUIT, JUDGMENT, OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CITY SHALL HAVE THE RIGHT TO UNDERTAKE THE DEFENSE, COMPROMISE, OR SETTLEMENT OF ANY SUCH CLAIM, LAWSUIT, JUDGMENT, OR CAUSE OF ACTION, THROUGH COUNSEL OF ITS OWN CHOICE, ON BEHALF OF AND FOR THE ACCOUNT OF, AND AT THE

4. Builders Risk coverage as follows:

(a) "All Risk" Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the Town of Addison responsible for materials. The deductible shall not exceed \$5,000.

Any contractor(s) hired by the Company to perform work pursuant to or in connection with this Agreement shall maintain insurance coverage equal to that required of the Company. It is the responsibility of the Company to assure compliance with this provision.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form comprehensive general liability endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, Company shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of The Town of Addison shall be contained in the Workers Compensation, Builders Risk, and all liability policies.

RISK OF THE COMPANY, AND THE COMPANY SHALL BE OBLIGATED TO PAY THE REASONABLE AND NECESSARY COSTS, EXPENSES AND ATTORNEYS' FEES INCURRED BY THE CITY IN CONNECTION WITH HANDLING THE PROSECUTION OR DEFENSE AND ANY APPEAL(S) RELATED TO SUCH CLAIM, LAWSUIT, JUDGMENT, OR CAUSE OF ACTION.

(6) THE PROVISIONS OF THIS SECTION 7.A. SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

B. The Company shall provide and maintain the minimum insurance coverages set forth below during the term hereof:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the Town of Addison will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Company may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.

9. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this License, and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

Upon request, Company shall furnish the Town of Addison with certified copies of all insurance policies.

8. Termination. Prior to the expiration of the term of this License Agreement, this Agreement shall terminate upon:

- A. abandonment of the Cable or discontinuance of use thereof;
- B. failure of Company to correct any default hereunder promptly after receipt of notice from the City;
- C. upon thirty (30) days' written notice by the City to Company; or
- D. upon thirty (30) days' written notice by Company to the City.

Upon the expiration or termination of this Agreement, the Company shall remove the Cable and restore the premises to the City's satisfaction, failing which the City may arrange to do so at Company's expense.

9. Notice. Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered upon hand-delivery or upon three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To the City:

5300 Belt Line Road  
Dallas, TX 75254

Attn: Director of Public Works

To the Company:

15000 Surveyor Blvd.  
Addison, Texas

Attn: Mr. Barry Tiedt

10. Applicable Law; Venue. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties

agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

11. Assignment. The rights granted by this Agreement shall not be assigned, transferred, or otherwise conveyed by the Company without the express prior written consent of the City. Any required consent is to be evidenced by an ordinance or resolution of the City that fully recites the terms and conditions, if any, upon which consent is given.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Company relative to the Cable as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

13. Amendment. This License may not be altered, waived, amended or extended except by an instrument in writing signed by the City and the Company.

14. No Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity, except as may be provided for herein.

15. Non-Waiver; Rights Cumulative. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law, in equity, or otherwise.

16. Survival. Any rights and remedies either party may have with respect to the other arising out of the performance of or in connection with this Agreement shall survive the expiration or termination of this Agreement.

17. Relationship. The parties hereto have the relationship only of licensor and licensee, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the parties.

18. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

19. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

20. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the City and the Company have executed this License Agreement on the day and year first set forth above.

TOWN OF ADDISON, TEXAS

BARRETT BURKE WILSON CASTLE  
DAFFIN & FRAPPIER, L. L. P.

By: Ron Whitehead  
Ron Whitehead, City Manager

By: Barry Tiedt, CFO  
Barry Tiedt, Chief Financial Officer

Its: CHIEF FINANCIAL OFFICER

ATTEST:

By: C MORAN  
Carmen Moran, City Secretary



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/04

**PRODUCER**  
Summit Global Partners of  
Texas, Inc.  
1445 Ross Ave., Suite 4200  
Dallas, TX 75202-2787

**INSURED**  
Barrett Burke Wilson Castle  
Daffin & Frappier, LLP  
15000 Surveyor Blvd  
Addison, TX 75001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Co.	
INSURER B: Texas Mutual Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual</b> <input checked="" type="checkbox"/> <b>XCU Included</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	46UUNTU4524	01/25/04	01/25/05	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						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
A		<b>AUTOMOBILE LIABILITY</b> <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	46UENTU4887	01/25/04	01/25/05	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	46XHUTU4359	01/25/04	01/25/05	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
							\$
							\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF0001140682	01/25/04	01/25/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Town of Addison is included as Additional Insured in respects to General Liability and Auto Liability. Coverage is Primary in regards to Additional Insured. Waiver of Subrogation in favors of the Town of Addison is applicable under General Liability, Auto Liability, and Workers Compensation.

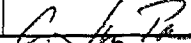
**CERTIFICATE HOLDER**

Town of Addison  
Attn: Director of Public Works  
5300 Belt Line road  
Dallas, TX 75254

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.