

DALLAS-FORT WORTH INTERNATIONAL AIRPORT

Post Office Drawer DFW  
Dallas-Fort Worth Airport, Texas 75261

PERMIT

The Dallas-Fort Worth International Airport Board (hereinafter called "Airport Board") hereby grants to Permittee the hereinafter described privilege at the Dallas-Fort Worth International Airport (hereinafter called "Airport") in accordance with the Permit and Terms and Conditions hereof; and said Permittee agrees to perform all other obligations imposed upon it in said Permit and attached Terms and Conditions:

- |                          |   |
|--------------------------|---|
| (1) PERMITTEE:           | TEXAS DEPARTMENT OF TRANSPORTATION  |
| (2) PERMITTEE'S ADDRESS: | Post Office Box 6868<br>Fort Worth, Texas 76115<br>Mr. Glenn E. Elliott, P.E.<br>District Maintenance Engineer<br>817/370-6521  |
| (3) PRIVILEGE:           | To stockpile 1) aggregate for ice control and 2) reclaimed asphalt pavement material on Airport Board premises located north of the north frontage road of SH 183 on the concrete surface only of the former Greater Southwest Runway, as more particularly described on Exhibit A, attached hereto and made a part hereof. This Permit does not confer the privilege to, and Permittee shall not, place or stockpile materials containing dioxins, polychlorinated bi-phenyls (PCB's), or other hazardous substances on Airport property; in the event any of the stockpiled materials are discovered at any time to contain any hazardous substance, Permittee shall remove such materials at its sole cost and expense in accordance |

with applicable law and shall indemnify the Board for all consequences, in accordance with the terms and conditions of this Permit. This Permit shall not operate to transfer title to the Airport Board to any materials stockpiled on Airport property, and Permittee shall retain title to the reclaimed asphalt paving material, as provided by state law. Any and all gates and/or locks shall be installed and maintained at Permittee's sole cost and expense, with such installation to be coordinated through the Board's Airport Maintenance Department (214/574-6620).

- (4) FEES: None other than normal fees pursuant to the Schedule of Charges, as may be amended from time to time.
- (5) EFFECTIVE DATE: March 1, 1992.
- (6) TERMINATION: The Executive Director of the Airport Board or his designee may terminate this Permit upon giving thirty (30) days' advance notice to the Permittee, or for cause upon 72 hours' advance notice.

#### **TERMS AND CONDITIONS**

1. Permittee agrees to indemnify, hold harmless, defend and insure the Airport Board, the Cities of Dallas and Fort Worth, their directors, officers, councils, agents and employees from and against any and all claims and causes of action, administrative proceedings, judgment, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of mediation, administrative proceedings or litigation), foreseen or unforeseen, which may be brought, alleged, or imposed against the Airport Board, the Cities of Dallas and Fort Worth, their directors, officers, councils, agents or employees arising directly or indirectly from or in any way connected with (i) any damages to or loss of property or adverse effects on the environment, including the Premises or the Airport, or personal injury to or death of any person arising out of Permittee's action or inaction with regard to the use or occupancy of the Premises, including, but not limited to, the privilege granted hereunder, excepting only such liability as may result from the

sole gross negligence of the Airport Board, its directors, officers, agents and employees; (ii) the failure of Permittee, its agents or employees, to comply with the terms and conditions of this Permit or to comply with any applicable federal, state, or local law, regulation, ordinance, or order; or (iii) release of any hazardous or regulated substance or waste onto, into, or from the Premises or other Airport property, connected in any way with Permittee's operations or action or inaction of Permittee, its agents or employees, regardless of whether the act, omission, event or circumstance constituted a violation of applicable law at the time of existence or occurrence. The rights and obligations set forth in this paragraph shall survive the termination of this Permit.

2. The "Premises" shall be defined as including, but not necessarily limited to, all routes of ingress and egress in and about the Airport, and such locations as provided under Privilege hereto and incidental thereto. However, the privilege of stockpiling asphalt material is limited solely to the concrete surface of the former Greater Southwest runway.

3. Neither the Permit nor the Premises shall be assigned, sold, sublet, conveyed, mortgaged or pledged.

4. Permittee, its employees, members and others in association within the terms hereof shall conduct operations in such a manner so as not to annoy, disturb, or be offensive to others at the Airport.

5. Permittee accepts the Premises in its current "as-is" condition. Permittee shall maintain the Premises in a clean and orderly manner as prescribed by the DFW Department of Airport Maintenance.

6. Permittee shall promptly repair or replace any property of Airport Board damaged by Permittee's operations hereunder. Any property of Permittee permitted to be placed on or kept at the Airport by virtue of this Permit, including but not limited to the aggregate and the stockpiled

asphalt material, shall be removed by Permittee on or before the expiration or earlier termination of the Permit. Upon completion or termination, whichever first occurs, Permittee shall restore, at its sole cost and expense, the Premises to its original condition as directed by Airport Staff and in accordance with applicable laws or regulations.

7. Permittee shall make no improvements or alterations to the Premises without prior approval, in writing, by Board's Senior Director of Planning and Engineering, in accordance with Board's Tenant Alteration procedures.

8. The Airport Board or its agent shall have the right at any reasonable time to inspect Permittee's activities pursuant to this Permit.

9. Permittee, its employees, members and others in association within the terms hereof shall have the right of ingress and egress to the Airport, subject to such toll fees charged hereunder.

10. Permittee shall pay all taxes, licenses, certifications, permits and examination fees and excises which may be assessed, levied, or exacted or imposed on its property or operations hereunder, or on its gross receipts or income therefrom, and shall make all applications, reports, and returns required in connection therewith.

11. Permittee shall promptly observe, comply with, and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain to or apply to Permittee's operations at the Airport.

12. Permittee shall obey all Rules and Regulations of the Airport Board as same may be amended from time-to-time.

13. Permittee shall not use, store, generate, treat, transport, or dispose of any hazardous or regulated substance or waste on the Premises or other Airport property without obtaining prior written approval from Board's Environmental Services staff.

14. If the Airport Board is required or reasonably elects to pay any sum or sums, or incurs any obligations or expense by the failure, neglect or refusal of Permittee to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Permit, or as a result of an act or omission of Permittee contrary to the said conditions, covenants and agreements, Permittee agrees to pay within ten (10) days the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to fees due hereunder.

15. As a part of the consideration hereof, the Permittee shall provide any of its services in compliance with and pursuant to Title 49, Part 21 (Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

16. Violation of the "Privilege" authorized hereby, or the "Terms and Conditions" herein set forth, or noncompliance with the obligation to pay fees, the functional or geographical bounds, if any, set forth herein, shall be grounds for automatic termination. The Airport Board may terminate this Permit at any time and require Permittee to cease its operations hereunder, for reasonable cause related to the threat of environmental contamination of the Premises or other Airport property, or damage or injury to persons, property, or resources on or near the Premises or the Airport.

17. Permittee shall procure, and continuously maintain during the term of the Permit, Comprehensive General Liability Insurance policies with minimum limits of \$600,000 combined single limits per occurrence for personal or bodily injuries, including death, and for property damage, with a company or companies licensed to do business in the State of Texas and reasonably acceptable to Airport Board. Airport Board and the Cities of Dallas and Fort Worth shall be named as additional insured in such policies, which shall contain standard cross liability clauses. Such

policies shall be primary without any right of contribution from Airport Board and such policies shall specifically insure the liability assumed by Permittee and shall specifically include an endorsement of sudden/accidental hazardous waste-pollution coverage. Permittee shall furnish the Property Management Department, DFW Airport Board, with certificates of insurance evidencing all required coverages and special provisions, including a provision requiring thirty (30) days' prior written notice to Airport Board in the event of cancellation or material change in such policies. Permittee shall furnish such other insurance as Airport Board may from time to time reasonably require to cover Permittee's activities under this Permit. This paragraph shall not be interpreted to limit or affect the obligations of Permittee as set forth in any other paragraph of this Permit. Permittee shall not do or suffer anything to be done on the Airport which will increase the rates of fire, liability, or any other type of insurance on the Airport.

18. Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the operations of Permittee at the Airport which may be necessary for Permittee's operations thereat.

19. Permittee may terminate this Permit with 30 days' advance notice delivered to the Property Management Department, DFW International Airport Board, provided, however, that all fees and charges due and owed shall be paid to the Airport at such time notice is given.

20. It is the responsibility of the Permittee to review the Board's schedule of charges and timely pay all fees and charges as the same come due.

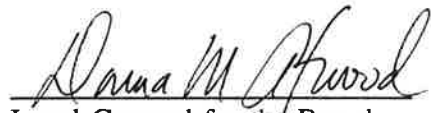
21. This Permit constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended, except by written instrument duly executed on behalf of the parties.

DALLAS-FORT WORTH  
INTERNATIONAL AIRPORT BOARD

By \_\_\_\_\_  
Executive Director

Date \_\_\_\_\_

APPROVED AS TO FORM:

  
Legal Counsel for the Board

ATTEST:

\_\_\_\_\_  
Staff Secretary for the Board

TEXAS DEPARTMENT OF  
TRANSPORTATION

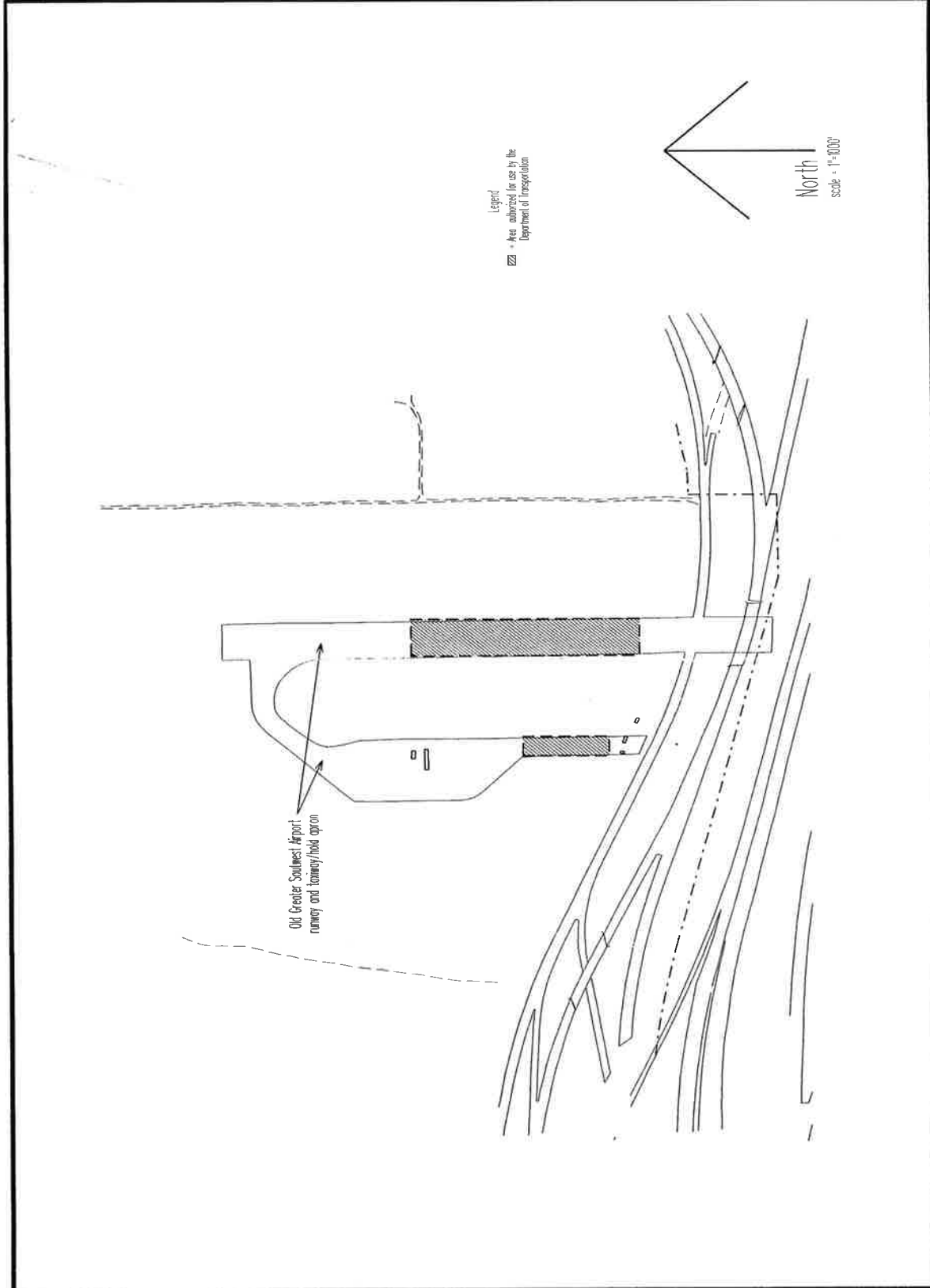
By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

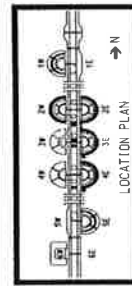
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SHEET NUMBER  
1  
OF 1 SHEETS  
DFW-86-203

Department of Transportation  
Storage Site  
CONTRACT NUMBER : 207B

DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD  
P.O. BOX 6700 FT. WORTH, TEXAS 76167  
DRAWN BY: RUDY  
APPROVED BY: GADGE  
ISSUE DATE: 03/82



NO.	DATE	REVISION	BY

APPROVED