

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this ____ day of _____, 2018 by and among **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "Railway Company", the **CITY OF LEWISVILLE**, to be addressed at 151 W Church Street, Lewisville, Texas 75057, called herein "City Licensee", and **RJSMARINE, INC.**, to be addressed at 1800 N. I-35E, Suite 200, Carrollton, Texas, 75006, called herein "Developer Licensee." The City Licensee and the Developer Licensee may be jointly called herein "the Licensees."

1. Railway Company, without any warranty or guarantee of suitability of the premises for Developer Licensee's or any other purpose, hereby permits Developer Licensee a license to construct and City Licensee a license to maintain, reconstruct, operate, use and remove a proposed water pipeline at Mile Post D91.25 (Alliance Subdivision), Lewisville (Denton County), Texas the course of the pipeline being described as follows:

As indicated on print of drawing no. 18-11247 dated 6-28-2018, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and the Licensees accept the rights granted herein and shall make no claim against Railway Company for deficiency of title. The Licensees acknowledge that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. City Licensee and Developer Licensee shall, at each party's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 8.625" x 60' PVC having a minimum wall thickness of 1/3" and shall be encased in a 16.00" x 60' steel casing having a minimum wall thickness of 0.250" and a maximum yield point of 35,000 PSI. Maximum operating pressure of the pipeline shall not be greater than 160 PSI. Developer Licensee expressly agrees that its installation shall be by open cut method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment.

The pipeline shall be constructed so that the top of the casing pipe lies at a minimum depth of 6' below ground level at all other points not under track on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by the Licensee that performed the excavation, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center

of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. The Licensees agree that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Prior to the dedication of the pipeline to the City Licensee, Developer Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Developer Licensee's failure to do so, repairs may be made by Railway Company at Developer Licensee's expense, which cost Developer Licensee expressly agrees to pay upon presentation of the bill.

Following dedication of the pipeline to the City Licensee, City Licensee shall promptly make necessary repairs to the pipeline, and, in the event of City Licensee's failure to do so, repairs may be made by Railway Company at City Licensee's expense, which cost City Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company decide a change in the location or other changes in the pipeline are desirable prior to the dedication of the pipeline to the City Licensee, Developer Licensee will at its cost make the changes at Railway Company's request, and, upon the failure of Developer Licensee to do so, Railway Company may make such changes at Developer Licensee's expense, which expense Developer Licensee expressly agrees to pay upon receipt of the bill. Should Railway Company decide a change in the location or other changes in the pipeline are desirable following the dedication of the pipeline to the City Licensee, City Licensee will at its cost make the changes at Railway Company's request, and, upon the failure of City Licensee to do so, Railway Company may make such changes at City Licensee's expense, which expense City Licensee expressly agrees to pay upon receipt of the bill.

DEVELOPER LICENSEE INDEMNIFICATION AND SAVE HARMLESS:
DEVELOPER LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, DEVELOPER LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED

UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION OF THE PIPELINE BY DEVELOPER LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. DEVELOPER LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. DEVELOPER LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.

CITY LICENSEE INDEMNIFICATION AND SAVE HARMLESS: CITY LICENSEE HEREBY ASSUMES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE MAINTENANCE, RECONSTRUCTION, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, CITY LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE MAINTENANCE, RECONSTRUCTION, OPERATION, USE OR REMOVAL OF THE PIPELINE BY CITY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. CITY LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND

SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES.

4. It shall be the exclusive duty and responsibility of the Licensees to inspect the property subject to this Agreement to make sure that it is safe for the entry of their employees, agents and contractors. The Licensees shall advise all of their employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. The Licensees shall instruct all of their employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25'). The Licensees shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, the Licensees shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of all parties.

6. Upon termination of this Agreement, City Licensee shall fill pipeline with a suitable flowable fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by Railway Company's Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. City Licensee shall restore the property to its original state. Upon failure of City Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at City Licensee's expense, which cost and expense City Licensee agrees to pay. If this Agreement is terminated prior to dedication of the pipeline to the City Licensee, all duties assigned to City Licensee under this section shall be the responsibility of the Developer Licensee.

7. The Licensees shall not enter nor perform any work on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee the Licensees' work on Railway Company's property or right-of-way. The Licensees will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with, for the Developer Licensee, construction of the pipeline, and for the City Licensee, maintenance, reconstruction, operation, use or removal of the pipeline. To enable arrangements to oversee for these Services that are to be performed under this Agreement, a Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as

“Scheduling Agent”, which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before the requesting Licensee proposes to commence work on or under Railway Company’s property or right-of-way. (A “Business Day” is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company’s scheduling agent stated below.) The request must contain the requesting Licensee’s name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for the requesting Licensee to complete the work. The Licensees’ requests must be delivered to Scheduling Agent by contacting Bartlett & West at 785-228-3101 to leave a message and/or by sending an email to kcscrossings@bartwest.com.

The Licensee requesting the Services will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent’s costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company’s designation of a company or individual as a Railway Company “qualified” flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company’s willingness to allow said individual or entity to provide Services on Railway Company’s property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of the Licensee that requested the Services, with no relationship to Railway Company, for all purposes herein. The Licensees and their agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve the Licensees of their duty to keep all of their agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee that requested the Services, and shall be governed by that Licensee’s duties of indemnification, and saving harmless under Section 3 of this Agreement.

If a scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before the proposed commencement of work, Railway Company may refuse to allow commencement of the work on the proposed commencement date. If Railway Company will not allow the work to proceed on the proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform the requesting Licensee of this fact as promptly as possible and work with the Licensee requesting the Services to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where the pipeline enters and leaves Railway Company’s property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, the Licensee requesting the Services will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent’s costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of

Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once the City Licensee or Developer Licensee has submitted its scheduling request to Scheduling Agent, should the requesting Licensee require a change to the scheduled date, the requesting Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If the requesting Licensee fails to provide two (2) Business Days' notice of the change, the requesting Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Developer Licensee agrees to pay to Railway Company for the Developer Licensee's and City Licensee's use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) upon execution of this Agreement. City Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. Termination:

a. Construction Term. The initial term of this agreement ("Construction Term") shall be for a period beginning on the date first written above, and terminating upon dedication of the pipeline to the City Licensee. All rights granted and duties assigned to Developer Licensee under this Agreement shall terminate at the end of the Construction Term. Developer Licensee may only terminate this Agreement during the Construction Term, upon thirty (30) days written notice.

b. City Licensee Term. If the Construction Term ends by dedication of the the pipeline to the City Licensee, the initial term of this Agreement between Railway Company and City Licensee as the participating parties shall extend for the remainder of the period of ten (10) years, from the effective date first written above. Thereafter, this Agreement will automatically renew at the end of that initial term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice.

c. Termination for Convenience. Notwithstanding the above, Railway Company or City Licensee may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Developer Licensee, prior to dedication of the pipeline to the City Licensee, and the City Licensee, following dedication of the pipeline to the City Licensee, shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Developer Licensee, prior to dedication of the pipeline to the City Licensee, and the City Licensee, following dedication of the pipeline to the City Licensee, shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to either Licensee's use and

occupancy thereof, the Licensee exercising use and occupancy of the area at the time of the discharge, leakage, spillage, or emission, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

The Licensees shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF THE LICENSEES' OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY THE LICENSEES, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), THE LICENSEE EXERCISING USE AND OCCUPANCY OF THE AREA COVERED BY THIS AGREEMENT AT THE TIME OF THE VIOLATION OR VIOLATIONS SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, THE LICENSEE EXERCISING USE AND OCCUPANCY OF THE AREA COVERED BY THIS AGREEMENT AT THE TIME OF ANY INCIDENT DESCRIBED IN THIS PARAGRAPH AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO THE LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY THE LICENSEE EXERCISING USE AND OCCUPANCY OF THE AREA COVERED BY THIS AGREEMENT AT THE TIME OF THE INCIDENT OR INCIDENTS AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, THE LICENSEES FURTHER AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT THEIR OBLIGATIONS OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as each Licensee is a party to this Agreement, each Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Each Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, each Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Developer Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by each Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of the Licensee holding the policy or anyone for whom that Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of the Licensee holding the policy. Each Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits the liability of the Licensees to the Railway Company to the limits of insurance certified or carried by Licensee. If the City Licensee or Developer Licensee utilizes subcontractors in its performance of this Agreement, that Licensee's subcontractors must meet the same insurance requirements as that Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or the Licensee for which that subcontractor is performing work must certify that that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

12. Any breach of this agreement by Developer Licensee shall not be considered a breach of the Agreement by City Licensee, and vice versa.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____
Srikanth Honnur, P.E.

Title: Track and Bridge Construction Director

Date: _____

CITY OF LEWISVILLE

By: _____

Title: _____

Date: _____

RJS MARINE, INC.

By: _____

Title: _____

Date: _____