

**TERM SHEET**

**For the**

**TRINITY RIVER CORRIDOR  
MASTER DEVELOPMENT AND USE AGREEMENT**

**Between**

**CITY OF DALLAS,  
a Texas municipal corporation**

**And**

**THE TRINITY RIVER CORRIDOR LOCAL GOVERNMENT CORPORATION,  
a Texas non-profit corporation**

## 1. **Parties**

- The Trinity River Corridor Local Government Corporation, a Texas non-profit corporation (the “LGC”)
- The City of Dallas, Texas, a Texas municipal corporation (the “City”)

## 2. **Purpose of Term Sheet**

The purpose of this Term Sheet (the “Term Sheet”) is to set out the general understanding of the parties regarding the design, development, funding, construction, operation, and maintenance of various recreational areas to be located in a portion of the Trinity River Corridor, that portion consisting of City fee-owned property being also known as the “Dallas Floodway”, located on the Elm and West Forks through the main stem of the Trinity River through Dallas, Texas and ending at the ATSF Bridge, including City fee-owned property inside and within one-quarter mile outside of centerline of the levees. The Dallas Floodway is subject to *the Record of Decision Modified Dallas Floodway Project Feasibility Report and Environmental Impact Statement Dallas, Texas* (the “ROD”) and the Balanced Vision Plan (the “BVP”). The ROD was issued by the U. S. Army Corps of Engineers (the “Corps”). The BVP was adopted by the Dallas City Council on December 8, 2003 by Resolution No. 03-3391, and further amended on April 14, 2004 by Resolution No. 04-1252.

All terms contained in this Term Sheet are subject to the negotiation and execution of definitive agreements, specifically a contemplated master development and use agreement (the “Master Development and Use Agreement”), to be entered into between the parties.

Actions or commitments of the City contemplated by this Term Sheet that are governed by applicable law or ordinance require future City Council action are subject to the unqualified discretion of the City Council.

None of the City’s boards, commissions, or governing body shall be bound or restricted by anything contained in this Term Sheet. The City makes no representation and provides no assurances to the LGC, and the LGC understands and agrees that any necessary zoning, replatting, abandonment, building inspection, or other approval decisions, including any decision of the City Council, will be made by the appropriate body of the City or another entity, and that such approval is solely within the discretion of that body and may be denied.

The Master Development and Use Agreement and any supplemental agreements documenting the contemplated transaction are subject to approval by the Dallas City Council after approval as to form by the Dallas City Attorney. The Master Development and Use Agreement and any supplemental agreements will contain representations and warranties, covenants, defaults, and other provisions appropriate to agreements of such nature. Each supplemental agreement shall be incorporated in its entirety as part of the Master Development and Use Agreement and to extent of conflict shall be controlling as to its affected recreational development phase.

### 3. The Project

The development of recreational areas in the Dallas Floodway (the “Project”) shall generally consist of the design, development, funding, construction, use, maintenance, and management of various public recreational improvements and infrastructure (the “recreational area facilities”), coupled with various flood risk management improvements as shall be authorized by the City, all to be located within the Dallas Floodway. The Project is anticipated to fulfill the recreational vision of the BVP and the ROD, as they both relate to the Project, through the comprehensive coordination and management of the LGC and the City. The Project does not and shall not include within its scope any regional, state, or federally sponsored or funded roadway infrastructure or authorize any activities to realize the construction of any regional, state, or federally sponsored toll roads within the Dallas Floodway. All roadway infrastructure included in the Project and to be included in any recreational development work undertaken by the LGC shall be limited to development of roadway infrastructure incidental to vehicular and pedestrian access to recreational area facilities and which shall function as internal recreational vehicular and pedestrian accessways and not publicly dedicated right of ways. Upon consent of City, as evidenced by a resolution of the City Council, the LGC shall be authorized to construct publicly dedicated right of ways within the Project.

Acknowledging the enormousness of realizing the recreational vision components of the ROD and the BVP, the parties agree that all work related to realize the recreational vision shall be phased, subject to prior City authorization and approval. The parties shall enter into a Master Development and Use Agreement to govern the Project. Specifically, the Master Development and Use Agreement shall (i) establish the framework and terms for the City’s evaluation, review, and authorization of all LGC proposed recreational development for the Project; (ii) authorize the LGC to use, manage, maintain, and operate the completed recreational area facilities located within the Project for a specified term; and (iii) at the election of the City Manager, delegation by written assignment to the LGC of all current recreational facilities subject to agreements between the City and third parties presently serving the Dallas Floodway, to extent not expired. Upon assignment, these recreational facilities and/or applicable third party agreements shall be part of the Project.

For Phase I recreational development within the Project, the LGC specifically shall pursue undertaking the development of the following improvements:

- i. Approximately 200 acres of public recreational area facilities space spanning the Dallas Floodway from the Margaret McDermott Bridge on the south to the Ron Kirk Bridge on the north, which is anticipated to be known as the “Harold Simmons Park”; and
- ii. utilities and other infrastructure supporting the Harold Simmons Park, including but not limited to floodway risk management infrastructure required by the ROD and BVP, to be located in and out of Harold Simmons Park, subject to the City’s right to participate in undertaking the floodway related infrastructure described herein.

#### 4. Design and Construction

##### A. Design

The LGC will oversee and cause to be performed the planning and design of every recreational development phase of the Project, provided however, the LGC's design obligations for each Project phase shall not be effective until the LGC submits a proposal to the City for the subject recreational development phase and City has provided the LGC with its approval and authorization. The LGC acknowledges and agrees that all planning and design plans shall incorporate and satisfy ROD identified recreational and floodway risk concerns or requirements and any City approval, which shall not be unreasonably withheld, and authorization shall not be required or forthcoming until all Corps reviews have been completed and Corps' requirements have been incorporated into the LGC's final design submittals to the City.

The City will have the right to review plans and specifications relating to every recreational development phase of the Project, to make comments and suggested changes to applicable plans and specifications, and to approve the final plans and specifications for each recreational development phase of the Project, provided that approval of each phase shall not be unreasonably withheld, conditioned, or delayed. Any denial resultant from compliance with the ROD or other federal, state, regional or local requisite requirements shall not be deemed unreasonable.

The LGC will be responsible to satisfy any of the above-mentioned requirements that the City elects not to undertake, including but not limited to assembling, preparing, and scheduling for any planning and design documentation submittals; provided however the LGC shall not independently contact or interface with the Corps but rather direct all interaction with the Corps to the City. Notwithstanding that the City will need to interface with the Corps on behalf of the LGC to assure planning and design compliance with the ROD requirements, the LGC shall be solely responsible for any costs related to reviews and approvals required by the Corps under the Master Development and Use Agreement. The LGC shall also be responsible for all costs incurred by the City to obtain additional support staff and hire consultants for review of any Project design and development plans, including required submissions to the Corps.

##### B. Construction

The LGC shall undertake all construction required for every recreation development phase of the Project as described in the final design documents, including the plans and specifications. If the design documents include flood risk management construction components, the City, at its election and upon resolution of the City Council, may undertake any related flood risk management construction, including but not limited to levee raising, levee flattening, removal of any trestle and interior drainage improvements. The City may also delegate those activities to

the LGC in which case they will be completed by the LGC. In either event, the parties shall coordinate the allocation of costs resulting from the City's delegation.

With respect to all recreational development phases of the Project, if selected and authorized by the City, the LGC will manage, and cause the selection, engagement, termination, and replacement of the architects, engineers, construction consultants, and contractors through completion of that recreational development phase of the Project, except as otherwise directed by the City. In selecting such vendors, the LGC will comply with all relevant procurement laws, and will only select vendors that are properly licensed and authorized to do business in the state of Texas.

- C. Insurance The LGC will obtain and maintain insurance as required by the City. LGC will include and cause its contractors to include the City as an additional named insured on all construction contracts and insurance policies entered into by LGC with respect to the Project, and LGC will submit its construction contracts to the City's risk management department for evaluation and review of the appropriateness of such contracts' insurance coverage. The City and LGC will be joint obligees on all performance and payment bonds, in amounts that will be set by the City. LGC will obtain at its expense all building permits, zoning approvals, insurance certificates, payment and performance bonds, and lien waivers from contractors. The LGC will indemnify, defend, and hold harmless the City with regard to design and construction of the Project to the extent such design and construction is the responsibility of the LGC.

The LGC will be required to comply with the City's procurement policies for any contracts it administers that are funded in whole or in part with City funds.

With respect to contracts funded in whole or in part with non-City funds, the LGC will exercise good faith efforts to comply with the goals and objectives of the City's Business Inclusion and Development Plan in connection with its planning, design, and construction activities.

D. Funding of Design and Construction

All costs of design and construction of every development phase of the Project will be the sole responsibility of the LGC; provided however that the City, at its election and subject to City Council approval, may elect to undertake and expend public monies for certain costs related to flood risk management design and construction costs necessary to fulfill the ROD, and any applicable planning, engineering, and design agreements with the Corps. The LGC will secure funding from any source for the costs of design and construction, including but not limited to through private donations, federal funds, state funds, local funds, grants, letters of credit, or any other sources of private and public monies available for the Project; provided however with regard to any federal, state, and local funds, or grants (including those from private foundations that have historically granted funds to the City), the LGC shall have obtained the prior approval of the City before seeking such funds. In any event, unless otherwise authorized by the City, the LGC shall not compete for the City's ability to obtain federal, state, and local funds for City projects within the Dallas

Floodway. The LGC will provide quarterly reports to the City Manager detailing the results of its fundraising activities.

E. Commencement of Design and Construction

Unless otherwise provided in a project specific agreement, with respect to each phase of the Project or improvement of existing recreational area facilities subject to assigned third party agreements, the LGC (i) shall commence design work, if applicable, no later than 6 months from City authorization of a recreational development phase; and (ii) shall commence construction work, if applicable, within 36 months of City approval of the completed design and construction plans for said recreational development phase; or improvement of existing recreational area facilities subject to assigned third party agreements. Otherwise, the City's authorization for said recreational development phase may be deemed null and void, and the City may terminate its authorization for the affected recreational development phase; or for any improvement work to existing recreational area facilities subject to assigned third party agreements.

“Commence construction” shall mean that (i) the LGC must enter into an agreement with a contractor to construct the improvements described in the final design and construction plans; (ii) the LGC has secured financing sufficient to complete the improvements; (iii) the LGC has secured all necessary permits and approvals, and; (iv) the LGC has actually begun the work described in the agreement with the contractor. If the LGC fails to meet either deadline, then at the City's sole option the City's prior authorization or approval shall be deemed null and void and of no further effect.

F. Master Development and Use Agreement and Supplemental Phase Specific Agreements.

Notwithstanding that the Master Development and Use Agreement is intended to set a design and construction framework to govern design and construction for every phase of the Project, the parties shall enter into supplemental phase or project specific agreements as shall be appropriate for all LGC recreational development work, including improvement of existing recreational area facilities subject to assigned third party agreements.

**5. Maintenance Costs**

A. Authorized Recreation Areas Maintenance

Upon completion of all construction work required for the effective operational opening of any recreational area facilities within any authorized recreation area, and subject to the oversight and approval of the City Manager, the LGC shall be obligated to operate, manage, and maintain said recreational area facilities within the authorized recreation areas on behalf of the City. The LGC will be solely responsible for funding of the maintenance, operation, and capital improvement of all recreational area facilities within the authorized phased recreation areas for the term of the Master Development and Use Agreement.

Additionally, the LGC shall accept the assignment and assumption of the City's position in current recreational agreements between the City and third parties presently serving the Dallas Floodway. Provided however such assignment shall be effective only upon written delegation from the City Manager and agreement by the affected third party. Upon such assignment and assumption, the LGC shall be responsible for all City's obligations under said agreements, including but not limited to grants for agreement amendments or extensions; but not for extending any City funding commitments. Any such funding must be authorized by resolution of the City Council.

Aside from City's flood risk management obligations, the City will have no financial obligations for the funding of ongoing maintenance, operation, and improvement of any recreational area facilities within the Dallas Floodway. Under no circumstances shall the LGC's operational and management rights over the recreational area facilities include any flood management infrastructure improvements, regardless of whether the LGC is responsible for construction of such facilities. The flood risk management obligations of the City shall at all times be paramount and superior to the LGC's management and operational functions, and the City shall not be liable for any interference with the LGC's management and operations of authorized recreational area facilities.

B. Dallas Floodway Levee System Infrastructure

Except as otherwise delegated to the LGC by the City, the City will be responsible for the maintenance, operation, and improvement of all floodway infrastructure within the entire Dallas Floodway.

6. **Facilities Ownership**

The City will own all land and capital improvements comprising the Project. To the extent not in conflict with the LGC's authority set forth in its by-laws and certificate of formation, the LGC may delegate its obligations by and through third-party agreements, including but not limited to development, use, and operations agreements.

7. **Term**

Term and Extensions of the Master Development and Use Agreement

Forty (40) years commencing upon the date that the last of the parties executes the Master Development and Use Agreement (such period, the "Primary Term").

The LGC will have three options to extend the Primary Term of the Master Development and Use Agreement, with each extension period to be for an additional ten years, upon the expiration of the Primary Term or any extension term, with each extension term being subject to City Council consent and approval.

8. **Permitted Uses**

The LGC will have the right and obligation to construct, maintain, and operate the recreational area facilities developed in all authorized recreation areas. The LGC shall also, if delegated by the City Manager, assume City's position and obligations under current recreational agreements between the City and third parties presently serving the Dallas Floodway. Upon completion and acceptance by the City of any recreation area facilities within authorized recreation areas, such recreation areas will be generally open to public use without a general admission fee, but with the right of the LGC to charge reasonable fees for special events and activities. Special events are defined in the Dallas City Code and will be subject to all City of Dallas requirements and other regulatory requisite requirements. The LGC shall manage and operate all special events so as not to interfere with flood risk management activities and to comply with all applicable City ordinances.

The LGC shall not create restricted access to any recreational area facilities. Any parking fee arrangements for access to any recreational area facilities shall be subject to the approval of the City, which shall not be unreasonably withheld.

The LGC will fund and manage the maintenance, programming, security, operation, and capital improvement of all authorized recreation areas and is entitled to all revenues generated by all authorized recreation areas amenities, including, but not limited to, charitable gifts, endowment income, fees, assessments, rents, advertising, promotion and events revenues, and scholarships. All such revenues shall be applied toward maintenance, operation, improvement, and endowment for the authorized recreational areas. At a minimum, the LGC will maintain authorized recreation areas in a manner consistent with the City's standards for maintenance of similar public improvements throughout the City. The LGC shall not mortgage, securitize, or place a lien, or allow a lien to be filed against any authorized recreation areas or on any of the City's facilities or property within the Dallas Floodway.

## **9. Consideration**

Subject to compliance with the ROD, consideration from the LGC will be:

- i. subject to the City's flood risk management operations, the LGC being responsible for the design and construction of all recreational development phases authorized by the City to be undertaken by the LGC;
- ii. subject to the City's flood risk management operations, the LGC being responsible for all programming, maintenance, management and operation of authorized recreation areas as first-class recreational area destinations;
- iii. subject to the City's flood risk management operations and local ordinances, the LGC being responsible for all improvement, maintenance, and operation of all recreational area facilities within the Project as facilities generally open to public use without a general admission fee, but with the right of the LGC to charge reasonable fees for specific events and activities;

- iv. **the LGC will indemnify, defend, and hold harmless the City for the term of the Master Development and Use Agreement for claims resulting from the use, management, operation, and maintenance of authorized Recreation Areas, or other action or inaction related to same or the Master Development and Use Agreement, as may be amended, except for claims resulting solely from the City's own negligence or willful misconduct or that of the City's agents, contractors, employees, or consultant; and**
- v. Upon assignment and assumption as described hereinabove, the LGC being responsible for all of the City's obligations under the recreational agreements between the City and third parties serving the Dallas Floodway.

**10. Capital Expenses**

The LGC shall be responsible for the cost of all recreation area facilities capital maintenance, improvement, and repair in authorized recreation areas. Unless necessitated by the LGC's recreational area development and operations activities, the City shall be responsible for the cost of flood management facilities capital maintenance, improvement, and repair in the entire Dallas Floodway, subject to City Council appropriations.

**11. Management and Revenues**

Subject to the City's flood risk management operations within the Dallas Floodway and any existing recreational agreements, the LGC (i) will determine and manage the use of all recreational area facilities within authorized recreation areas and related improvements, and (ii) will retain all revenues from the operation of such improvements. The City Manager will approve operating hours for public access. At no cost to the City other than direct event costs, including, but not limited to, clean-up, security, lighting, etc, the City shall have the right to schedule City events within the Project, upon 30 days' notice to the LGC, provided those events do not interfere with events or programs previously scheduled or publicly announced by the LGC prior to the date of the City's notice. The City Manager, will approve rates, fees, and charges for public access to authorized recreation areas within the Project.

The revenues generated by authorized recreation areas (including from conveyance of naming rights) shall be utilized by the LGC solely to fund operation, maintenance, capital improvement, and repair of authorized recreation areas and to provide reserves or an endowment for such purposes, as described herein.

The LGC will maintain its status as a not-for-profit corporation. The LGC will provide the City Manager with its annual operation budget in advance of the next fiscal year, and shall provide audited financial statements to the City Manager within 120 days of the end of each fiscal year. The City will have the right to review and inspect the financial books and records of the LGC relating to the Project, and

any future projects and operation and management of authorized recreation areas at any time, and the LGC records are subject to disclosure under the Texas Public Information Act.

**12. City's BID Program**

The LGC shall comply in good faith efforts with the City's Business Inclusion and Development Program as amended from time to time.

**13. Audit**

The City will have the right, upon reasonable notice, to inspect the LGC's books and records.

**14. Liaisons**

A. The City designates the City Manager as the City's liaison (the "City Liaison") for the Project. The City Manager shall have the power to appoint other City staff as designee in his stead. The City Liaison shall be the LGC's point of contact with the City. The City Liaison shall provide reasonable assistance, as deemed appropriate by the City Manager, in obtaining and conveying relevant information regarding the Project to the appropriate municipal departments, committees, boards, and City Council and for promptly transmitting to the LGC any comments, from any of those bodies, as promptly as reasonably possible. Unless otherwise specified, "City" approval and authorization shall mean approval and authorization by the City Manager. The City Liaison shall be invited to all LGC meetings.

The City Manager, at the City Manager's discretion, shall provide administrative support services for the LGC, and shall perform duties as prescribed by the City Council. The LGC staff functions also may be performed by City staff, as directed by the City Manager, and the LGC shall pay the costs for such services as from time to time shall be billed to the LGC by the City.

The LGC shall be responsible for procuring, at its sole cost, its own legal representation. Upon the City Manager's request however, the City Attorney shall assign one or more Assistant City Attorneys to assist the LGC or the LGC's legal counsel. At the request of the City Attorney, LGC counsel will provide legal status reports, and will participate from time to time in executive session briefings of the City Council and its committees and the Board of Directors of the LGC.

\_\_\_\_\_ shall be the LGC's authorized representative (the "LGC Liaison") and the City may reasonably rely on and deal with the LGC Liaison\_ to the maximum extent allowed under law, without further authorization. The LGC shall cause the LGC Liaison to take reasonable steps to coordinate construction of authorized recreational areas within the Project. The LGC Liaison shall update the City Liaison at least monthly on the progress of all LGC activities.

## 15. Marketing and Logo Requirements

- A. The LGC shall not adopt any trademark, trade name, logo, slogan, domain name or other source identifier that is identical to, incorporates, or is confusingly similar to any City trademark or copyright; provided, however, that (i) the LGC may adopt and use the trade name “Trinity River Corridor Local Government Corporation,” and (ii) the LGC shall not be restrained from using the word “Dallas” in its ordinary geographic meaning.
- B. The LGC shall not use or display any of its own trademarks or copyrighted materials in the design, construction, operation or maintenance of the authorized recreation area(s) nor shall the LGC create any trademarks or copyrighted materials for the Project except as permitted in this Section 15.
- C. In the course of the design, construction, operation, management and maintenance of the Project, the LGC shall use the City’s then-current trademarks, trade dress and copyrights to brand the authorized recreation areas and all structures thereon. As such, the City grants to the LGC a limited license to use, reproduce, modify and create derivative works of the City trademarks and copyrights relevant to the Project, including but not limited to the word mark THE TRINITY®, the Trinity Logo mark, the City of Dallas “D” logo, and such other trademarks and copyrights the City may permit from time to time (the “City Branding”).
- D. The LGC will use the City Branding on and in connection with wayfinding signage, safety signage, exterior and interior signage of facilities within the authorized recreation areas, mile markers, temporary construction banners and signage, and the like.
  - (i) The LGC must submit all proposed designs for such signage, together with the specifications for the size and materials of each installation, to the City Manager for approval, which shall not be unreasonably withheld.
  - (ii) To the extent that any such materials incorporate third-party rights or individual likenesses, the LGC represents and warrants that it has obtained the proper licenses and/or releases from the owners of the rights or individuals pictured and, further, LGC will indemnify the City against claims that any material infringes the intellectual property, publicity, privacy or other proprietary rights of a third party.
- E. The LGC will use the City Branding on and in connection with advertising, marketing, public relations and other promotional programs for the authorized recreation areas.
  - (i) The LGC shall negotiate, execute (in its own name and not the name of City) and perform all contracts concerning the advertising, marketing, public relations and other promotional programs for the authorized recreation areas.

- (ii) Each such advertising, marketing, public relations and/or other promotional program and contract therefor for the LGC's operations shall be in all respects subject to and in compliance with applicable copyright, trademark and trade-name laws.
- (iii) Each contract shall contain language substantially similar to that found in the Master Development and Use Agreement, including but not limited to (1) requiring approval of any promotional materials by the City Manager, (2) requiring assignment of all rights in and to intellectual property created under such contract to the City; (3) subordinating and subjecting the contract to the terms of the Master Development and Use Agreement and (4) exculpating City from any obligation or liability.
- F. The City may also, in its sole discretion, grant to the LGC a limited license to use the City Branding in connection with the production and distribution of promotional items (e.g., clothing, hats, paper products, etc.) for the authorized recreation areas.
- (i) In the event the LGC requests, and the City grants, such a license, the design for any all promotional items, together with specifications for the materials and quantity of such items and an identification of the supplier from which the items will be sourced, must be submitted to the City Manager for approval, which shall not be unreasonably withheld.
- (ii) To the extent that any such items incorporate third-party rights or individual likenesses, the LGC represents and warrants that it has obtained the proper licenses and/or releases from the owners of the rights or individuals pictured and, further, **the LGC will indemnify the City against claims that any material infringes the intellectual property, publicity, privacy or other proprietary rights of a third party.**
- G. Without limiting the generality of the foregoing or limiting the City's right of approval over all uses of the City Branding, the parties understand and agree that the nature and quality of the derivative works, signage designs, promotional items, and other uses of the City Branding will be equal to or greater than the City's then-current standards for branded materials.
- H. The LGC may not, under any circumstances, register or assist or permit any other party to register any domain name that incorporates any trademark or service mark of the City. Should the LGC deem it advisable or desirable to operate a website to promote the authorized recreation area(s), the LGC may request that the City register the desired domain name(s) at the LGC's sole expense, and the City will allow the LGC sufficient access to operate the domain for that purpose.
- I. The LGC will not, and will not assist or permit any other party to, challenge the validity of or the City's ownership of the City Branding.

- J. All inventions, improvements, printed and/or digital materials, and other work product created by the LGC or by any permitted subcontractor of the LGC related to or in furtherance of the Project—including, but not limited to, plans, renderings, signage designs, marketing and promotional materials, and all drafts, revisions, translations, and derivative works thereof (the “Project Materials”)—shall be at all times owned by the City.
- (i) The LGC shall assign to the City all right, title and interest in and to any invention, know-how, trademark, trade dress, copyright and related proprietary rights in Project Materials developed and created by the LGC pursuant to the Master Development and Use Agreement.
  - (ii) The LGC will cause each permitted subcontractor to assign to the City all right, title and interest in and to any invention, know-how, trademark, trade dress, copyright and related proprietary rights in Project Materials developed and created by such permitted subcontractor pursuant to its contract with the LGC.
  - (iii) To the extent that any such Project Materials incorporate works of authorship or trademarks that are owned by third parties or in the public domain, the City shall own all other elements of such Project Materials, including but not limited to selection and arrangement of elements and choice of colors or fonts.
  - (iv) The LGC shall, and shall cause each permitted subcontractor to, execute any documents requested by the City to give effect to the intention of this section (J).
  - (v) If for any reason the assignment contemplated by this section (J) is not permitted by law, then the LGC shall, and shall cause each permitted subcontractor to, grant to the City a perpetual, exclusive, royalty-free license to use such Project Material(s).
- K. Neither the LGC nor any permitted subcontractor shall use any Project Materials unless such use is for the sole and exclusive purpose of promoting the Project and the City’s interests in the Project as authorized under the Development and Use Agreement.
- i. For clarity, no Project Material shall be used or displayed to advertise, solicit business for or otherwise promote the LGC or a permitted subcontractor unless expressly authorized by the City in writing in advance of such use.
  - ii. Notwithstanding the foregoing, the LGC will be permitted to display plans and/or renderings for the Project if and only if such plans and/or renderings have been approved by the City as to concept and are conspicuously marked as “preliminary” in each such display.

**16. Naming Rights**

The LGC will have the right to sell, license, or otherwise convey the naming rights to authorized recreation areas and all recreational area facilities located in the authorized recreation areas, including naming rights for improvements or subparts of authorized recreation areas, and to any and all programs, series, and other events held in authorized recreation areas, subject to approval of the City Manager, which approval shall not be unreasonably withheld.

City approval shall not be deemed to be unreasonably withheld if the City Manager reasonably believes that a particular name would be tarnish or call into question the City's reputation or otherwise associate the City with an individual or organization whose values are inconsistent with the City's values.

Upon the City Manager's approval of the conveyance of naming rights to authorized recreation area(s) and facilities, improvements, or programs located and/or held thereon (each a "Named Property"), the LGC will enter into a suitable naming rights agreement with the grantor of the right. Any such agreement shall provide for a limited license allowing the City to do each of the following for the purpose of promoting and/or operating the Named Property: (1) use the grantor's name, (2) incorporate the grantor's name into or combine the grantor's name with City Branding, (3) register one or more domains incorporating the grantor's name, and (4) own and/or register any trademarks or copyrights that incorporate the grantor's name, provided that the City will disclaim any rights in grantor's name apart from the overall mark or design. The LGC will submit to the City Attorney a copy of the proposed naming rights agreement for review and evaluation.

The City reserves the right to require renaming if a named corporation ceases to exist or if a named individual or corporation is convicted of a felony or a crime of moral turpitude.

**17. Use of Names in City Publicity Efforts**

During the term of the Master Development and Use Agreement, the City (i) will endeavor to use the name of the commercial or other sponsors of authorized recreation areas including any recreational area facilities (and any and all applicable programs, series, or other events held therein) in City-funded advertisements that make reference to authorized recreation areas (or such programs, series, or other events held therein), and (ii) will use reasonable efforts to cause organizations funded in whole or in part by the City (including, without limitation, the Dallas Convention Visitors Bureau and any similar or successor organization) to use such names in advertisements that are funded by such organizations and that make reference to authorized recreation areas (or to any programs, series, or other events held therein). Notwithstanding the foregoing, the City shall not be required to incur any additional cost or expense in ensuring said use. The LGC shall ensure that the City is free to use said images and names without cost.

**18. Termination.**

**There is no termination for convenience; both parties may terminate for cause.**