STATE OF TEXAS §

COUNTY OF TARRANT §

ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT (the "License Agreement") is hereby entered into by and between the **CITY OF KELLER, TEXAS**, a home-rule municipality organized and existing pursuant to the laws of the State of Texas, (the "City") and **WWC Woodford, Ltd., a Texas limited liability company and it's heirs, successors and assigns,** owners of the properties known as **Lots 1, 2, 3, 4 & 5 Block A, Woodford Addition** with the addresses of **1000, 1004, 1008, 1012 and 1016 Woodford Drive** in the City of Keller, Tarrant County, Texas and Woodford Addition Homeowners Association, Inc. (the "Grantees"), and hereby agree to the terms and conditions as stated herein:

GRANT OF LICENSE

I.

That for and in consideration of ONE DOLLAR ($l.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants and agreements herein contained, and all matters stated in the preamble which are hereby found to be true and correct and are incorporated into the body of this License Agreement, the City does hereby Grant a license to the Grantees the right to encroach upon and maintain the City's drainage easement, under the conditions described herein:

Construction of a stone retaining wall with earthen backfill and a wooden fence in the 10' drainage easement at the previously stated addresses. Location maps and design of the wall are attached.

II.

This License Agreement is subject to the paramount right of the City to use the dedicated easement area at all times for the needs of the City.

III.

A. The Grantees shall reimburse the City for any damages occurring by any means or person whatsoever to the easement, whether real or personal, during the term of the License Agreement.

B. 1. The Grantees shall maintain any improvements constructed pursuant to this License Agreement within the easement. The Grantees shall undertake all construction and maintenance of the allowed improvements in accordance with any and all applicable federal and state laws, and City Ordinances including obtaining any needed permits.

2. Specifically, the Grantees shall only be allowed to place the improvement as permitted by the City. The allowed improvements must be in compliance at all times with any and all applicable federal and state laws and City Ordinances. It shall be the Grantees' sole

responsibility to maintain the allowed improvements and the entire area during the term of the License Agreement.

3. It is further agreed that the Grantees shall not be allowed to place, construct, maintain or erect any permanent or temporary improvements, buildings or structures within the easement except as allowed and permitted by the City.

4. The Grantees agree to remove any and all allowed improvements within sixty (60) days of receiving written notice by the City that this License Agreement is being terminated at the sole cost and responsibility of the Grantees.

5. As soon as is convenient and practicable, the City shall inform the Grantees in writing of any known defect in, or dangerous condition caused by the allowed improvements or maintenance of the easement, provided, however, that failure or delay by the City to so inform the Grantees shall not be a breach of any duty on the part of the City, and the Grantees hereby waives and releases the City from any cause of action which might be created in whole or in part by such failure or delay. Upon receiving notification from the City, Grantees shall have forty-five (45) days from receipt of said notice to repair any such defects or conditions unless such condition shall be determined by the City to pose a health or safety threat in which case Grantees shall remedy the breach as soon as possible, but in no event more than twenty (20) days. In the event the property owner does not remedy or repair the defect or conditions in the time allowed, the Woodford Addition Homeowners Association, Inc. shall have the final responsibility to remedy or repair any defects or conditions in thirty (30) days.

6. In the event the Grantees do not construct, maintain or repair the defect or conditions prior to end of the time allowed in Section III.B.5. of the Agreement, the City shall have the right to terminate the License Agreement pursuant to Section V. of the License Agreement.

IV.

Should a Court of competent jurisdiction declare any word, phrase, clause, sentence, or paragraph of this License Agreement to be invalid for any reason, the remaining provisions shall remain in full force and effect.

V.

This License Agreement shall continue in effect until the City gives sixty (60) days notice of its right to terminate same. The right to terminate shall be at the City's sole discretion.

VI.

This License Agreement may only be assigned or sub-licensed upon the written consent of the City.

VII.

THE GRANTEES HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, AGENTS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, INJURY TO PROPERTY, PERSONS OR DEATH, OCCURRING AS A RESULT OF SAID IMPROVEMENT WITHIN THE EASEMENT DURING THE TERM OF THIS LICENSE AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE LICENSE AGREEMENT FOR ANY LIABILITY, CLAIMS, INJURY TO PROPERTY, PERSONS OR DEATH WHICH OCCURRED OR ACCRUED DURING THE TERM OF THIS LICENSE AGREEMENT.

EXECUTED this _____ day of _____ , 2013.

CITY OF KELLER, TEXAS:

_____
Steve Polasek
City Manager

ATTESTED

_____
Shelia Stephens, City Secretary

APPROVED AS TO FORM:

_____
L. Stanton Lowry
City Attorney

GRANTEES:

_____
WWC Woodford, Ltd.
By: David R. Washington, Jr.
President of the General Partner

_____
Woodford Addition Homeowners Association, Inc.
By: David R. Washington, Jr., President

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BEFORE ME, on this day personally appeared STEVE POLASEK, City Manager of the City of Keller, Texas, known to me (or proved to me through the presentation of a valid Texas Driver's License) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2013.

(SEAL)

_____
Notary Public, State of Texas

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BEFORE ME, on this day personally appeared David R. Washington, Jr. , known to me (or proved to me through the presentation of a valid Texas Driver's Licenses) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2013.

(SEAL) _____

Notary Public, State of Texas