

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

ENCROACHMENT LICENSE AGREEMENT

Number _____

THIS ENCROACHMENT LICENSE AGREEMENT (the “License Agreement”) is hereby entered into by and between THE TOWN OF WESTLAKE, TEXAS, a general law municipality organized and existing pursuant to the laws of the State of Texas, (the “Town”) and Mark Valente, owner of 1514 Meandering Way, Westlake, Texas (the “Owner”), and hereby agree to the terms and conditions as stated herein:

WHEREAS, the Town is the Grantee for a twenty (20) foot Public Utility Easement upon the property, that was dedicated to the Town by plat and filed of record in Volume [], Page [], of the Plat Records, Tarrant County, Texas (the “Easement”); and

WHEREAS, the Owner seeks to build a home and associated improvements on Lot 12 Block 3 of the Estates of Quail Hollow Subdivision in the Town (known and addressed as 1514 Meandering Way)(the “Property”); and

WHEREAS, the Owner desires to utilize and encroach on the Easement by locating portions of a tennis court, a pickleball court, a retaining wall, stairs, and additional flatwork within the Encroachment Areas in the Easement as shown on the attached Exhibit “A” until such time as the Town terminates the License Agreement pursuant to the terms and conditions as stated herein; and

WHEREAS, in order to effectuate the purpose as stated above, the parties hereby execute this License Agreement and agree to the terms and conditions as stated herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Town and Owner hereby agree as follows:

GRANT OF LICENSE

I.

That for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreement 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 Town does hereby Grant by a revocable license to the Owner for the right to encroach upon and maintain the Encroachment Areas, only under the terms and conditions described herein.

II.

This License Agreement is subject to the paramount right of the Town to access and use the Easement at all times for the needs of the Town. This License Agreement is unilaterally revocable with 90 days written notice from the Town. Such notice shall be sent to the Owner via First Class U.S. Mail addressed to the Owner at the Property and shall be deemed sent upon placement in the U.S. Mail system.

III.

A. The Owner will reimburse the Town for any damages occurring by any means or person whatsoever to the utilities and related infrastructure within the Easement, whether real or personal, during the term of the License Agreement. In addition:

1. The Owner shall maintain any improvements constructed pursuant to this License Agreement in the Encroachment Areas. The Owner shall undertake all construction and maintenance of the allowed improvements in accordance with any and all applicable federal and state laws, and Town Ordinances and this License Agreement. The Owner in doing any work in connection with the use of said Encroachment Area shall not create a nuisance or do any act that will be detrimental to the Easement, the utilities therein, or its surroundings, and that said encroachment will not be used by said Licensee, for any other purpose under this grant, except as herein provided.
2. The only improvements allowed within the Easement are portions of a tennis court, a pickleball court, a retaining wall, stairs, and additional flatwork (the "Allowed Improvements"), in the locations as shown on attached Exhibit 'A'. The Owner shall submit all engineering and construction plans and specifications relating to any proposed new improvements within the Easement to the Town for its review and approval. No approval of plans and specifications by the Town shall be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the Town nor its elected or appointed officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the Town for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications. The Owner agrees that all work and improvements

conducted by Owner on the Easement will be done in a good and workmanlike manner and maintained in good condition. Failure to properly maintain said Allowed Improvements after receipt of sixty (60) days written notice, except in the case of an emergency, from the Town shall entitle the Town:

- i. To enter the Property and make any repairs necessary and to assess any reasonable costs against Owner and the Property, which shall be paid to the Town within thirty (30) days;
- ii. To suspend or revoke this License Agreement and any permits or approvals related to the Allowed Improvements, such that the Owner shall be subject to any and all applicable citations under the Town Code of Ordinances relating to the encroachment;
- iii. To subject the Owner to a fee of \$1,000 per day, for each day the violation of this agreement exists.

However, under no circumstance shall the Town be responsible for the restoration of any improvement placed or constructed within the Easement by Owner, its agents, contractors, or assigns. It shall be the Owner's sole responsibility to maintain the Allowed Improvements during the term of the License Agreement.

3. It is further agreed that the Owner shall not be allowed to place, construct, maintain or erect any other permanent or temporary improvements upon the Easement except as provided in Section III. A. 2. herein.
4. The Owner agrees to remove any and all Allowed Improvements upon revoking of the License Agreement by the Town without delay and, if, required by the Town's Ordinances, shall secure all applicable permits.
5. As a condition of the rights granted hereunder, the Owner hereby acknowledges that the Town's rights under the Easement, including but not limited to the public utilities and all associated infrastructure located therein, are dominant and superior to any right granted Owner under this License Agreement. The Owner understands and expressly agrees that the Town is not responsible, in whole or in part, for damages or costs for any Allowed Improvements either during the terms of the License Agreement or upon termination. The Town shall not be responsible for the restoration of any Allowed Improvement placed or constructed on the Easement by the Owner, its agents, contractors, or assigns, even in the event of damage or destruction associated with any work within the Easement.

6. The Owner agrees to repair any damage to the Allowed Improvements caused by construction, maintenance, existence, or repair related to the public utilities easement. In the event the Owner fails to timely, no later than sixty (60) days from date of written notice except in the case of an emergency, undertake any necessary repairs under this section, the Town will have the right to:
 - i. Enter the Property and make any repairs necessary and to assess any reasonable costs against Owner and the Property, which shall be paid to the Town within thirty (30) days;
 - ii. Suspend or revoke this License Agreement and any permits or approvals related to the Allowed Improvements, such that the Owner shall be subject to any and all applicable citations under the Town Code of Ordinances relating to the encroachment;
 - iii. Subject the Owner to a fee of \$1,000 per day, for each day the violation of this agreement exists.

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 revoking of said license by the Town, beginning on the date of execution. The right to terminate the License Agreement shall be at the Town's sole discretion, and the Owner shall have no recourse against the Town upon the termination.

VI.

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

VII.

IN CONSIDERATION OF THE RIGHTS PROVIDED FOR HEREIN, THE OWNER HEREBY AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, OFFICERS,

EMPLOYEES, ATTORNEYS, AGENTS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, INJURY TO PROPERTY, PERSONS OR DEATH, OCCURRING ON OR FROM 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 TERMS OF THIS LICENSE AGREEMENT.

VIII.

This License Agreement shall be filed for record in the deed records of Tarrant County, shall be deemed a covenant running with the land and shall be binding on the successors and assigns of the Owner and the Town. The Owner must provide notice of this License Agreement to all subsequent purchasers of the Property, and the Owner must provide written proof of such notice to the Town Manager.

EXECUTED this ____ day of _____, 2025.

TOWN OF WESTLAKE:

Wade Carroll
Town Manager

ATTESTED:

APPROVED AS TO FORM:

Dianna Buchanan, Town Secretary

Town Attorney

OWNER:

Signature

Mark Valente

STATE OF TEXAS

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COUNTY OF TARRANT

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BEFORE ME, the undersigned on this day personally appeared Mark Valente proved to me through the presentation of a valid Texas Driver's License to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

NOTARY OF PUBLIC,
State of Texas

My Commission Expires:
