

**After Recording, Return to:**

\_\_\_\_\_  
\_\_\_\_\_  
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**ENCROACHMENT AGREEMENT**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

THIS ENCROACHMENT AGREEMENT (this "**Agreement**") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between **BRAZOS RIVER AUTHORITY**, a river authority of the State of Texas (the "**Authority**") and \_\_\_\_\_ ("**Licensee**") (the Authority and Licensee are sometimes collectively referred to herein as the "**Parties**"), for the consideration and purposes set forth herein.

**RECITALS**

WHEREAS, the Authority, as Declarant, entered into that certain Declaration of Restrictive Covenants, Easements and Conditions, dated as of the 27th day of September, 2010 (the "**Declaration**"), and, on or about October 18, 2010 (the "**Filing Date**"), recorded the same in (i) Volume 1739 Page 446 in the Official Public Records of Palo Pinto County, Texas, (ii) Volume 1986 Page 1 in the Official Public Records of Stephens County, Texas, (iii) Volume 1082 Page 149 in the Official Public Records of Young County, Texas, and (iv) Volume 849 Page 95 in the Official Public Records of Jack County, Texas.

WHEREAS, as of the Filing Date, the Authority owned all of the real property described and/or depicted in Exhibit "A" to the Declaration (the "**Authority Property**");

WHEREAS, on or about \_\_\_\_\_, the Authority, as lessor, and Licensee (or its predecessor-in-interest), as lessee, entered into a lease (as the same may have been amended, the "**Lease**") for that portion of the Authority Property more particularly described and depicted on Exhibit A attached hereto (the "**Lot**");

WHEREAS, as of the date hereof, the Authority has conveyed (or is under contract to convey) to **PATTERSON PK LAND PARTNERSHIP, LTD.**, a Texas limited

partnership (“**Patterson**”), a fee simple or easement interest in those portions of the Authority Property generally described and/or depicted in Exhibits “B”, “B-1”, “B-2”, “B-3”, “C-1”, “C-2”, “E”, “F”, “G-1”, “G-2” and “H” to the Declaration (the “**Patterson Property**”) (the Authority Property less the Patterson Property being hereinafter referred to as the “**Retained Authority Property**”);

WHEREAS, certain of the improvements owned by Licensee are located outside the Lot and are situated within or encroach upon the Retained Authority Property [which includes the FERC Project Area (as defined in the Declaration)], which improvements are more particularly shown on Exhibit A attached hereto and marked as Licensed Encroachments (the “**Licensed Encroachments**”); and

WHEREAS, Licensee desires that the Authority allow the Licensed Encroachments to remain within the Retained Authority Property and the Authority agrees to allow such Licensed Encroachments to remain within such Retained Authority Property, subject to all of the terms, covenants, conditions and provisions of this Agreement, the Declaration, the FERC License (as defined in the Declaration), and all other applicable laws, codes, ordinances, and governmental regulations.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. License; Maintenance; Term.

(a) *License.* Subject to all of the terms, covenants, conditions, and provisions of this Agreement, the Authority hereby grants to Licensee a revocable license (the “**License**”) with respect to the Licensed Encroachments and an area \_\_\_\_\_ feet (\_\_\_\_’) in width along the boundaries of such Licensed Encroachments (collectively, the “**License Area**”).

(b) *Maintenance.* Licensee shall maintain and repair the Licensed Encroachments, but shall not construct, expand, alter, rebuild, or otherwise modify the same without the prior written approval of the Authority, which may be granted or withheld in the Authority’s sole discretion. Licensee hereby acknowledges and agrees that the License does not (a) give Licensee any right, title or interest in or to any portion of the Retained Authority Property, except the right to access the License Area to access, use, repair, and maintain the Licensed Encroachments in accordance with the terms and conditions of this Agreement; (b) authorize Licensee to make any other use of the License Area or Retained Authority Property without the express, written consent of the Authority, which consent may be withheld in the Authority’s sole discretion; (c) apply to any improvements located below the 1000’ contour line (as defined in the Declaration); or (d) apply to any other improvements or structures located within the Retained Authority Property that are not shown on Exhibit A or marked as a Licensed Encroachment on Exhibit A attached hereto. Licensee shall have no right to construct any additional improvements or structures on the Retained Authority Property (including

the License Area) and nothing herein shall be construed as granting any such right to Licensee. Nothing herein shall be construed as granting Licensee any right or license with respect to any other structures or improvements located wholly or partially within the Retained Authority Property that are not marked as Licensed Encroachments on Exhibit A, all of which other improvements must be removed at Licensee's expense.

(c) *Term.* The License shall commence on the date set forth above and shall end on December 31, 2012. The License shall automatically renew for additional one-year terms unless either party provides 180 days advance written notice to the other party that the License will not be renewed, in which event the License and this Agreement will terminate on the last day of the calendar year following such 180 day notice. If either party provides such written notice, the Licensed Encroachment must be removed in accordance with the terms set forth herein on or before the termination of such License, at Licensee's expense.

2. Annual Encroachment Fee. Licensed Encroachments will be subject to the payment of a fee to the Authority for the use of such License Area (the "**Annual Encroachment Fee**"). As of the date hereof, the Annual Encroachment Fee will be assessed based on \$0.10 per square foot of the improvements or structure that is a Licensed Encroachment, with a minimum fee of \$50 per year, which fee structure is subject to change at any time and from time to time. The Annual Encroachment Fee will be assessed only on the square footage of the applicable Licensed Encroachment that is located on the Retained Authority Property (i.e., the square footage of any portion of the improvement or structure located within the Lot and outside of the Retained Authority Property will not be subject to such Annual Encroachment Fee). The Annual Encroachment Fee will be due and payable on an annual basis beginning on January 1, 2011.

3. Revocation of License. Licensee acknowledges and agrees that the Authority may revoke the License upon 90 days written notice upon the occurrence of any of the following events: (a) Licensee constructs additional improvements that encroach onto the Retained Authority Property; (b) Licensee fails to remove the Licensed Encroachments as may be required by this Agreement, the Authority, the Federal Energy Regulatory Commission ("**FERC**"), or the FERC License; (c) Licensee fails to maintain the Licensed Encroachments in good and safe condition and repair; (d) Licensee fails to comply with any and all federal, state, county, municipal and Brazos River Authority laws, ordinances, orders, rules and regulations applicable to the Lot or Licensee's use and occupancy thereof as may be adopted and amended from time to time, including, but not limited to: (i) the Authority's Shoreline Management Plan and Customer Guide; (ii) Regulations for Governance for Brazos River Authority Lakes and Associated Lands; (iii) any land use/master plan; (iv) any other rules and regulations adopted by the Authority; (v) the Declaration; (vi) the FERC License and all other rules, regulations and orders of FERC; and (vii) on-site sewerage facility rules as determined by the State of Texas; (e) Licensee represents that any Retained Authority Property (including, without limitation, any portion of the Lot situated within the FERC Buffer), is "private property;" (f) in the sole judgment of the Authority, one or more of the Licensed Encroachments adversely

affects the water quality of the Lake, causes erosion or sedimentation, inhibits vehicular or pedestrian movement along Retained Authority Property, or is a threat to public safety; (g) Licensee causes or permits any lien to be recorded on any Retained Authority Property and fails to promptly bond around any such lien within five (5) business days after such lien is recorded (in which event the Authority may immediately cure such failure at Licensee's sole cost and expense); (h) the expiration or termination of the Lease other than in connection with Licensee's purchase of the portion of its Lot that is part of the Patterson Property; (i) the Authority, in its sole discretion, deems it necessary for the purposes of public health, safety, or welfare, or in order to fulfill its obligations as a river authority; (j) FERC requires the revocation of the License or the removal of the Licensed Encroachment; or (k) Licensee fails to timely pay the Annual Encroachment Fee for the Licensed Encroachment. In addition to the foregoing revocation rights, the Authority shall also have the right to revoke the License if (i) the Authority sells all or any portion of the License Area to a third party; (ii) the License Area becomes available for lease, the Authority, in its sole discretion, offers to lease such License Area to Licensee (on commercially reasonable market terms and conditions), and Licensee elects not to lease the License Area from the Authority; or (iii) the License Area becomes available for sale, the Authority, in its sole discretion, offers to sell such License Area to Licensee (on commercially reasonable market terms and conditions), and Licensee elects not to purchase the License Area from the Authority. The parties hereto agree and acknowledge that the Authority has no obligation to offer the License Area to Licensee should it become available for lease or sale and nothing herein shall be construed as granting to Licensee any right of first offer or refusal for the License Area. Should the Authority elect, in its sole discretion, to lease or sell the License Area or any portion thereof, the Authority has no obligation to offer such License Area (or portion thereof) to Licensee. Upon any revocation of the License pursuant to this Paragraph 3, the Licensed Encroachments will be subject to removal in accordance with Paragraph 4 hereof, and the Authority may unilaterally record a notice of such revocation in the Real Property Records of the county in which the Lot is located.

4. Required Removal or Modification of Licensed Encroachments. Licensee acknowledges that the Authority may, at any time and from time to time, issue a written notice requiring Licensee to remove (or modify, as applicable) any Licensed Encroachments within the Retained Authority Property (a "**Removal/Modification Notice**") if (a) the Authority, in its sole discretion, deems it necessary for the purposes of public health, safety, or welfare, or in order to fulfill its obligations as a river authority; (b) required by FERC or the FERC License, for those Licensed Encroachments located within the FERC Project Area, if any; or (c) the Authority revokes the License pursuant to a right granted in this Agreement. If the Authority issues a Removal/Modification Notice, then within ninety (90) days after Licensee's receipt of such notice, Licensee shall remove or modify, as applicable (or cause the removal or modification of), the Licensed Encroachments specified in the notice. All such Work (herein so called) shall be performed in a good and workmanlike manner, in accordance with the requirements set forth in the Removal/Modification Notice (which may include, without limitation, a requirement that the Retained Authority Property be returned to a dressed dirt condition or other condition reasonably satisfactory to the Authority), and at Licensee's sole cost

and expense (including, without limitation, any and all inspection and re-inspection fees charged by the Authority or its surveyors, inspectors or other third parties selected by the Authority to determine whether or not the Work has been satisfactorily completed).

5. Failure to Remove/Modify Licensed Encroachments; Rights Granted. In the event Licensee fails to timely perform (or cause to be performed) the Work, the Authority shall have the right (but not the obligation) to (a) complete such Work; (b) enter into contracts with third parties for the completion of such Work ("**Third Party Contractors**"); and/or (c) as attorney-in-fact for Licensee, require all contractors, materialmen, suppliers, laborers, and other persons under contract with Licensee in connection with the Work (the "**Licensee Contractors**") to perform under their respective contracts. In connection with the foregoing, Licensee (i) irrevocably authorizes and empowers the Authority, any Third Party Contractors, any Licensee Contractors, and their respective agents, representatives, designees, employees, contractors, suppliers, and laborers (collectively, the "**Authorized Parties**") to enter into and upon the Lot (and any adjoining property owned or leased by Licensee which is a part of the Work) for the purpose of inspecting the Licensed Encroachments, completing the Work, and/or inspecting the completed Work, and (ii) irrevocably authorizes and empowers the Authority to make (or cause to be made) such changes, alterations, additions, and/or modifications to the Work as it deems to be necessary or expedient. If it becomes necessary for the Authority to complete (or cause the completion) of the Work, then the Authority, in addition to all of its other remedies at law or in equity, shall have the right to recover from Licensee all costs incurred by the Authority in connection with the Work (including, without limitation, all planning, permitting, construction, legal, and administrative costs, and interest charges incurred by the Authority in connection with the same) (the "**Costs**"). Licensee shall reimburse the Authority for such Costs within five (5) days after the Authority delivers an invoice to Licensee for the same. If Licensee fails to timely reimburse the Authority for such Costs, then interest at the Default Rate (as hereinafter defined) shall be added to the Costs beginning on the due date until such Costs are paid. Licensee shall also be required to reimburse the Authority upon demand for any fees and expenses (including, without limitation, attorneys' fees) incurred by the Authority to recover the Costs. As used in this Agreement, the term "**Default Rate**" shall mean an annual percentage rate at the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Failure to complete the Work or to reimburse the Authority for the Costs shall be deemed a default under the Lease and the Authority shall have all rights and remedies available to it under the Lease for such default. The terms of this Paragraph 5 shall survive any termination of this Agreement.

6. Taxes. Licensee shall be responsible for any real property tax or other tax or assessment attributable to or levied against the Licensed Encroachments or those portions of the License Area on which they are situated ("**Encroachment Taxes**"), and Licensee shall reimburse the Authority for any such Encroachment Taxes within thirty (30) days after the Authority delivers an invoice to Licensee for the same. If Licensee fails to timely reimburse the Authority for such Encroachment Taxes, then interest at the Default Rate shall be added to the past due amount from the due date until such past

due amount is paid.

7. Insurance. Licensee, at Licensee's sole cost and expense, shall keep the License Area insured with minimum liability coverage limits available from time to time, but in no event less than \$300,000.00, either by a Texas standard homeowner's form policy or other form of comprehensive personal liability policy. All policies of insurance shall be issued by an insurance company or companies having a Best's rating of not less than "A" as stated in the most current available Best's insurance reports (or comparable rating service if Best's reports are not currently being published), and licensed to do business in the State of Texas. All policies of insurance shall be in form and substance reasonably satisfactory to the Authority and shall name the Authority as an additional insured. All insurance policies obtained by Licensee shall be written as primary policies (primary over any insurance carried by the Authority), not contributing with and not in excess of coverage which the Authority may carry, if any. Licensee shall deliver to the Authority certificates or copies of all policies of required insurance and, upon request from the Authority, proof of the payment of the premiums. All such policies shall contain a provision that such policies will not be canceled or materially amended, including any reduction in the scope or limits of coverage, without thirty (30) days' prior written notice to the Authority. In the event Licensee fails to maintain, or cause to be maintained, or deliver and furnish to the Authority a certificate of insurance for policies of insurance required by this Agreement, the Authority may procure liability coverage insurance for the benefit only of the Authority for such risks covering the Authority's interests, and Licensee will pay all premiums thereon within thirty (30) days after written demand by the Authority. In the event Licensee fails to reimburse the Authority for such premiums when due, the amount of all such premiums shall bear interest at the Default Rate from the due date until such past due amount is paid. The Authority shall have no obligation to insure any portion of the Retained Authority Property affected by the Licensed Encroachments.

8. Indemnity. LICENSEE HEREBY INDEMNIFIES AND SHALL DEFEND, PROTECT, SAVE AND HOLD THE AUTHORITY, ITS SUCCESSORS AND ASSIGNS, TRUSTEES, DIRECTORS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND CONTRACTORS ("**INDEMNIFIED PARTIES**"), HARMLESS FROM AND AGAINST, AND SHALL REIMBURSE SUCH INDEMNIFIED PARTIES FOR, ALL LIABILITIES, OBLIGATIONS, LOSSES, CLAIMS, DAMAGES, FINES, PENALTIES, COSTS, CHARGES, JUDGMENTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES WHICH MAY BE IMPOSED UPON OR INCURRED OR PAID BY OR ASSERTED AGAINST SUCH INDEMNIFIED PARTIES BY REASON OF OR IN CONNECTION WITH (A) THE USE BY LICENSEE AND/OR LICENSEE'S FAMILY, INVITEES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR ANY TRESPASSERS OF ALL OR ANY PORTION OF THE LOT, THE RETAINED AUTHORITY PROPERTY, OR THE LICENSE AREA; OR (B) THE EXISTENCE, REMOVAL, REPAIR, REBUILDING AND/OR MODIFICATION (OR RESTRICTIONS ON THE FOREGOING) OF ANY LICENSED ENCROACHMENTS. LICENSEE'S FOREGOING INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL SURVIVE

ANY TERMINATION OF THE LICENSE OR THIS AGREEMENT.

9. Hazardous Substances.

(a) *Definition.* For purposes of this Agreement, “**Hazardous Substance**” means any substance, matter, material, waste or pollutant, the generation, storage, disposal, handling, release (or threatened release), treatment, discharge or emission of which is regulated, prohibited or limited under: (i) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended (42 U.S.C. Sections 6901 et seq.); (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended (42 U.S.C. Sections 9601 et seq.); (iii) the Clean Water Act, as now or hereafter amended (33 U.S.C. Sections 1251 et seq.); (iv) the Toxic Substances and Control Act, as now or hereafter amended (15 U.S.C. Sections 2601 et seq.); (v) the Clean Air Act, as now or hereafter amended (42 U.S.C. Sections 7401 et seq.), (the “**Federal Toxic Waste Laws**”); (vi) any local, state or Federal law, statute, regulation, or ordinance analogous to any of the Federal Toxic Waste Laws; and (vii) any other federal, state or local law (including any common law), statute, regulation or ordinance now existing or hereafter enacted regulating, prohibiting or otherwise restricting the placement, discharge, release, threatened release, generation, treatment or disposal upon or into any environmental media of any substance, pollutant or waste which is now or hereafter classified or considered to be hazardous or toxic. All of the laws, statutes, regulations and ordinances referred to in subsections (vi) and (vii) above, together with the Federal Toxic Waste Laws are collectively referred to herein as “**Toxic Waste Laws**”. The term “**Hazardous Substances**” shall also include, without limitation: (a) gasoline, diesel fuel, fuel oil, motor oil, waste oil and any other petroleum hydrocarbons, including any additives or other by-products associated therewith; (b) asbestos and asbestos-containing materials in any form; (c) polychlorinated biphenyls; and (d) any substance the presence of which on the Lot, License Area or FERC Project Area: (x) requires reporting or remediation under any Toxic Waste Law; (y) causes or threatens to cause a nuisance on the Lot or License Area or poses or threatens to pose a hazard to the health or safety of persons on the Lot or License Area; or (z) which, if it emanated or migrated from the Lot or License Area, could constitute a trespass, nuisance or health or safety hazard to persons on adjacent property.

(b) *Hazardous Substances Prohibited.* Licensee shall not conduct, permit, or authorize the manufacturing, emission, generation, transportation, storage, treatment, existence or disposal in, on or under the Lot or License Area, of any Hazardous Substance without prior written authorization by the Authority, except for such quantities which are routinely utilized in connection with, or which routinely results from, the lawful use of the Lot or License Area, all of which are to be stored, used, handled, and disposed of in full compliance with all Toxic Waste Laws.

(c) *Compliance with Toxic Waste Laws; Indemnity.*

- (i) Licensee shall, at its sole cost and expense, comply with all applicable Toxic Waste Laws.
- (ii) NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, COSTS, EXPENSES, ATTORNEYS' FEES, REMEDIAL OR RESPONSE COSTS, INVESTIGATORY COSTS AND OTHER SIMILAR EXPENSES ARISING OUT OF OR OTHERWISE ATTRIBUTABLE TO ANY VIOLATION BY LICENSEE, OR LICENSEE'S FAMILY, INVITEES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR ANY TRESPASSER OF ANY TOXIC WASTE LAW. THIS INDEMNITY OBLIGATION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. Miscellaneous.

a. Amendments. Except as may be otherwise expressly provided in Paragraph 3 or elsewhere herein, neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by an agreement in writing signed by the Parties hereto and recorded in the Real Property Records of the county in which the Lot and Licensed Encroachments are located.

b. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

c. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

d. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Authority and Licensee and their respective heirs, representatives, successors and assigns and shall run with the Retained Authority Property and the Lot. Notwithstanding, Licensee shall have no right to assign this Agreement to any successor-in-interest, but rather, upon any transfer of Licensee's interest in the Lot or Licensed Encroachment, Licensee shall provide 30 days advance written notice to the Authority of such pending transfer and such successor-in-interest shall be required to execute a new Agreement prior to such transfer of interest taking place. The Authority may, in its sole discretion, require the removal of the Licensed Encroachment, at Licensee's expense, in the event the foregoing is not timely satisfied.



e. No Partnership. Nothing contained herein shall be construed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. In addition, this Agreement is not intended to create any third party beneficiary except as otherwise provided.

f. No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of the Retained Authority Property. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

g. Enforcement. The Authority shall have the right to enforce, by any proceeding at law or in equity, including specific performance, the restrictions imposed by, and the other provisions set forth in, this Agreement. Failure to enforce any restriction created by, or other provision set forth in, this Agreement shall in no event be deemed a waiver of the right to do so thereafter.

h. Notices. Any notice hereunder must be in writing, and shall be deemed to be received on the earlier of (a) the date which is three (3) business days after such notice is deposited in the United States Mail, Certified (Return Receipt Requested), postage prepaid, addressed to the parties as set forth below (or as may be designated from time to time in writing as provided in this Paragraph 10(h)); or (b) the date which is one (1) business day after such notice is delivered to a recognized overnight courier service, addressed to the parties as set forth below (or as may be designated from time to time in writing as provided in this Paragraph 10(h)):

To the Authority: Brazos River Authority  
Administrative Services  
4600 Cobbs Drive  
Waco, Texas 76710

Or:

Brazos River Authority  
Administrative Services  
P.O. Box 7555  
Waco, Texas 76714-7555

To Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

i. River Authority. Licensee acknowledges and agrees that the Authority is a river authority created and existing pursuant to Article XVI, Section

59 of the Texas Constitution and other applicable law and as such is a political subdivision of the State of Texas. Nothing in this Agreement shall be construed to waive, impair, or diminish the Authority's sovereign immunity arising from its status as a governmental entity.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES]

EXAMPLE

[SIGNATURE PAGE TO ENCROACHMENT AGREEMENT]

EXECUTED to be effective as of the date first written above.

**THE AUTHORITY:**

BRAZOS RIVER AUTHORITY

By:

\_\_\_\_\_  
Phillip Ford, General Manager/CEO

STATE OF TEXAS

COUNTY OF MCLENNAN

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_  
by Phillip Ford, General Manager/CEO of the Brazos River Authority, a river authority of  
the State of Texas, on behalf of such river authority.

\_\_\_\_\_  
Notary Public for the State of Texas

[SIGNATURE PAGE TO ENCROACHMENT AGREEMENT]

EXECUTED to be effective as of the date first written above.

**LICENSEE:**

By:

Printed Name:

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for the State of Texas

**EXHIBIT A TO ENCROACHMENT AGREEMENT**

Lot Survey

[See attached survey showing all improvements on the Lot and any Licensed Encroachments into the Retained Authority Property.]

EXAMPLE