

2. **Term:** The term of this AGREEMENT shall be perpetual, subject, however, to termination or other provisions as provided herein.
3. **Non-exclusive:** This AGREEMENT is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under, above or upon the ENCROACHMENT AREA, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the CITY for facilities presently located within the boundaries of the ENCROACHMENT AREA.
4. **Environmental Protection:** LICENSEE shall not use or permit the use of the ENCROACHMENT AREA for any purpose that may be in violation of any laws pertaining to the health of the environment, including without limitation, the comprehensive environmental response, compensation and liability act of 1980 ("CERCLA"), the resource conservation and recovery act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. LICENSEE warrants that the PERMITTED IMPROVEMENTS within the ENCROACHMENT AREA will not result in the disposal or other release of any hazardous substance or solid waste on or to the ENCROACHMENT AREA, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the ENCROACHMENT AREA by LICENSEE. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. LICENSEE shall indemnify and hold CITY harmless against all costs, environmental clean up to the ENCROACHMENT AREA and surrounding CITY property resulting from LICENSEE' use of the ENCROACHMENT AREA under this AGREEMENT.
5. **Mechanic's liens not permitted:** LICENSEE shall fully pay all labor and materials used in, on or about the ENCROACHMENT AREA and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against CITY by reason of any work done or materials furnished to the ENCROACHMENT AREA at LICENSEE' instance or request.
6. **Duration of AGREEMENT:** This AGREEMENT shall terminate and be of no further force and effect in the event LICENSEE discontinues or abandons the use of the PERMITTED IMPROVEMENTS or in the event LICENSEE removes the PERMITTED IMPROVEMENTS from the ENCROACHMENT AREA and fails to replace with substitute PERMITTED IMPROVEMENTS within sixty (60) days thereafter or upon termination by CITY whichever event first occurs, then this AGREEMENT shall be of no further effect.
7. **Compliance with laws:** LICENSEE agrees to abide by, be governed by, and be responsible for compliance with all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the LICENSEE.

8. **Action upon termination:** At such time as this AGREEMENT may be terminated or canceled, LICENSEE shall be deemed to have abandoned all PERMITTED IMPROVEMENTS and appurtenances owned by it, situated in, on, under, above or upon the ENCROACHMENT AREA. If this AGREEMENT is terminated at the discretion of CITY and not because of a default by LICENSEE, CITY agrees to maintain the PERMITTED IMPROVEMENTS then in place for no less than ten (10) years thereafter; subject, however, to the right of CITY to remove or make changes to the PERMITTED IMPROVEMENTS to accommodate other CITY uses for public purposes

9. **Termination:** This AGREEMENT may be terminated on written notice in any of the following ways:

- a. Mutual Written agreement of both parties; or
- b. By CITY upon failure of LICENSEE to perform its obligations as set forth in this AGREEMENT and the failure of LICENSEE to cure such failure within sixty (60) days after receipt of written notice from the CITY; or
- c. By CITY, in its sole discretion, based on the need to utilize the ENCROACHMENT AREA to serve a public purpose.

10. **Notice:** When notice is permitted or required by this AGREEMENT, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth opposite their signature. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

11. **Governing law:** This AGREEMENT is governed by the laws of the State of Texas; and venue for any action shall be in Dallas County, Texas.

12. **Binding effect:** This AGREEMENT shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

13. **Entire Agreement:** This AGREEMENT embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the property and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

14. **Recitals:** The recitals to this AGREEMENT are incorporated herein by reference.

15. **Legal construction:** The provisions of this AGREEMENT are hereby declared covenants running with the property and are fully binding on all successors, heirs, and assigns of LICENSEE who acquire any right, title, or interest in or to the property or any part thereof. Any person who acquires any right, title, or interest in or to the property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this AGREEMENT with respect to the right, title or interest in such property.

EXECUTED this _____ day of _____, 2013.

CITY OF COPPELL, TEXAS

By: _____
CLAY PHILLIPS, CITY MANAGER
255 Parkway Blvd., Coppell, TX 75019

ATTEST:

By: _____
CHRISTEL PETTINOS, CITY SECRETARY

ACCEPTANCE ACKNOWLEDGED BY:

LICENSEE:

MAIN STREET COPPELL PROPERTY OWNERS
ASSOCIATION, INC., a Texas non-profit corporation

By: _____
Name: _____
Title: _____

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2013
by Clay Phillips, City Manager of the City of Coppell, Texas, a Texas municipality, on behalf of
said municipality.

Notary Public, State of Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2013, by _____, _____ of Main Street Coppell Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such corporation.

NOTARY PUBLIC, State of Texas

My Commission Expires:

EXHIBIT "A"
0.021 ACRES
5' LANDSCAPE MAINTENANCE AREA

STATE OF TEXAS
COUNTY OF DALLAS

Being a (936 square feet) 0.030 acre tract of land, situated in the James A. Simmons Survey, Abstract No. 1296 in the City of Coppell, Dallas County, Texas, being a portion of Burnet Street (a 80.0 foot width Right-of-Way), as dedicated by Old Town Addition, an addition to the City of Coppell, according to the plat thereof recorded in Document No. 201100074924, Official Public Records, Dallas County, Texas and being more particularly described as follows:


BEGINNING at a 1/2 inch iron rod found at the most easterly northeast corner of Lot 1, Block C, Old Town Addition, an addition to the City of Coppell, according to the plat thereof recorded in Document No. 201100074924, Official Public Records, Dallas County, Texas, said point being southeast corner of said Burnet Street, same point also being the northwest corner of that certain tract of land conveyed to Jet Financial Group, LLC by deed as recorded in Document No. 20070225770, Official Public Records, Dallas County, Texas;

THENCE South 88 degrees 17 minutes 04 seconds West, along the south line of said Burnet Street, a distance of 5.00 feet to a point for corner, said point being the southwest corner of said 0.021 acre tract of land being described;

THENCE North 01 degrees 46 minutes 57 seconds West, departing the south line of said Burnet Street and through the interior of said Burnet Street, a distance of 187.16 feet to a point for corner, said point being the northwest corner of said 0.021 acre tract of land being described;

THENCE North 88 degrees 12 minutes 07 seconds East, continuing through the interior of said Bethel Road, a distance of 5.00 feet to a 1/2 inch iron rod set for corner, said point being the southwest corner of that certain tract of land conveyed to Jalal Khorami by deed as recorded in Volume 95082, Page 289, Deed Records, Dallas County, Texas, same point being in the east line of said Burnet Street, said point also being the northeast corner of said 0.021 acre tract of land being described;

THENCE South 01 degrees 46 minutes 57 seconds East, along the east line of said Burnet Street, a distance of 187.16 feet the POINT of BEGINNING and containing 936 square feet or 0.021 acres of computed land.



William P. Price
Registered Professional Land Surveyor No. 3047



5/23/13

NOTES:

1. IRF - IRON ROD FOUND
2. IRS - IRON ROD SET
3. Basis of Bearing - Subject Plat
4. C.M. = CONTROLLING MONUMENT

APRIL 23, 2012



SURVEY GROUP
SURVEYING * CONSULTING * MANAGEMENT
TBPS No. 101733-00

400 SOUTH INDUSTRIAL BLVD., STE 219
EULESS, TEXAS 76040

(817) 354-1445
(817) 354-1451 FAX

JOB NO.: 12-002 LE3

REV. MAY 23, 2013
DATE: APRIL 23, 2012

SCALE: 1" = 50'

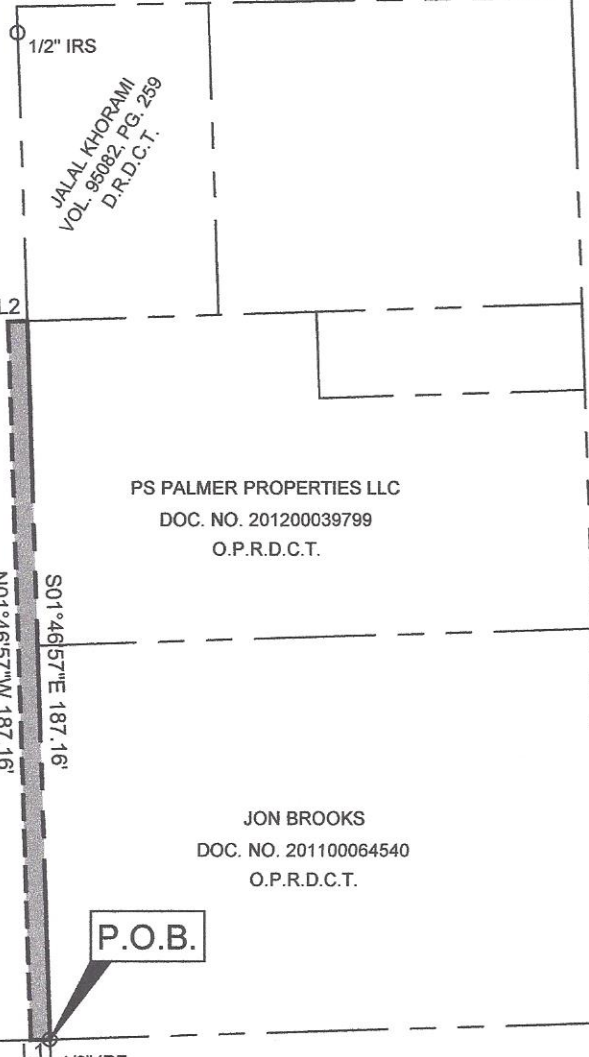
DRAWN BY: RM

EXHIBIT "A"
0.021 ACRES
5' LANDSCAPE MAINTENANCE AREA

BETHEL ROAD
 (A VARIABLE WIDTH R.O.W.)

LOT 1, BLOCK B
 OLD TOWN ADDITION
 DOC. NO. 201100074924
 O.P.R.D.C.T.

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.00	S88°17'04"W
L2	5.00	N88°12'07"E



CROCKETT STREET
 (A 44.0 FOOT WIDTH R.O.W.)
 DOC. NO. 201100074924
 O.P.R.D.C.T.

PS PALMER PROPERTIES LLC
 DOC. NO. 201200039799
 O.P.R.D.C.T.

JON BROOKS
 DOC. NO. 201100064540
 O.P.R.D.C.T.

P.O.B.

LOT 1, BLOCK C
 OLD TOWN ADDITION
 DOC. NO. 201100074924
 O.P.R.D.C.T.

JET FINANCIAL GROUP, LLC
 DOC. NO. 20070225770
 O.P.R.D.C.T.



0 25 50 100

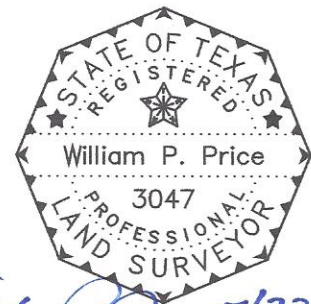


Scale 1" = 50'

NOTES:

1. IRF - IRON ROD FOUND
2. IRS - IRON ROD SET
3. Basis of Bearing - Subject Plat
4. C.M. = CONTROLLING MONUMENT

Exhibit 'B1'



SURVEY GROUP
 SURVEYING * CONSULTING * MANAGEMENT

TBPS No. 101733-00

400 SOUTH INDUSTRIAL BLVD., STE 219
 EULESS, TEXAS 76040

(817) 354-1445
 (817) 354-1451 FAX

JOB NO.:	12-002 LE3
DATE:	REV. MAY 23, 2013 APRIL 23 2012
SCALE:	1" = 50'
DRAWN BY:	RM

EXHIBIT "A"
0.016 ACRES
5' LANDSCAPE MAINTENANCE EASEMENT

STATE OF TEXAS
COUNTY OF DALLAS

Being a (677 square feet) 0.016 acre tract of land, situated in the James A. Simmons Survey, Abstract No. 1296 in the City of Coppell, Dallas County, Texas, being a portion of Houston Street, (a variable width Public Right-of-Way), as dedicated by Old Town Addition, an addition to the City of Coppell, according to the plat thereof recorded in Document No. 201100074924, Official Public Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the southeast corner of Lot 1, Block C, Old Town Addition, an addition to the City of Coppell, according to the plat thereof recorded in Document No. 201100074924, Official Public Records, Dallas County, Texas, said point being in the north line of said Houston Street, same point also being the southwest corner of that certain tract of land conveyed to Jet Financial Group, LLC by deed as recorded in Document No. 20070225770, Official Public Records, Dallas County, Texas;

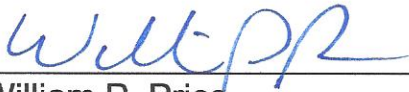
THENCE North 88 degrees 12 minutes 07 seconds East, along the north line of said Houston Street, a distance of 130.40 feet to a point for corner, said point being in the west line of Coppell Road South (a variable width right-of-way), same point being the northeast corner of said 0.016 acre tract of land being described;

THENCE South 01 degrees 49 minutes 18 seconds East, departing the north line of said Houston Street and along the west line of said Coppell Road South, a distance of 5.00 feet to a point for corner, same point being the southeast corner of said 0.016 acre tract of land being described;

THENCE South 88 degrees 12 minutes 07 seconds West, departing the west line of said Coppell Road South and through the interior of said Houston Street, a distance of 135.41 feet to a point for corner, said point being the southwest corner of said 0.016 acre tract of land being described;

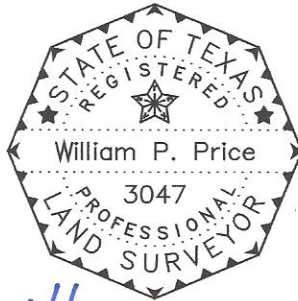
THENCE North 01 degrees 46 minutes 57 seconds West, continuing through the interior of said Houston Street, a distance of 5.00 feet to a point for corner, said point being the northwest corner of said 0.016 acre tract of land being described, same point being in the north line of said Houston Street, said point also being in the south line of said Lot 1, Block C;

THENCE North 88 degrees 12 minutes 07 seconds East, along the north line of said Houston Street, a distance of 5.00 feet to the POINT of BEGINNING and containing 677 square feet or 0.016 acres of computed land.



William P. Price

Registered Professional Land Surveyor No. 3047



4/16/12

NOTES:

1. IRF - IRON ROD FOUND
2. IRS - IRON ROD SET
3. Basis of Bearing - Subject Plat
4. C.M. = CONTROLLING MONUMENT



SURVEY GROUP
SURVEYING * CONSULTING * MANAGEMENT
TBPS No. 101733-00

400 SOUTH INDUSTRIAL BLVD., STE 219
EULESS, TEXAS 76040

(817) 354-1445
(817) 354-1451 FAX

JOB NO.: 12-002 LE1

DATE: APRIL 16, 2011

SCALE: 1" = 40'

DRAWN BY: RM

EXHIBIT "A"
5' LANDSCAPE MAINTENANCE EASEMENT

STATE OF TEXAS
COUNTY OF DALLAS

Being a (514 square feet) 0.012 acre tract of land, situated in the James A. Simmons Survey, Abstract No. 1296 in the City of Coppell, Dallas County, Texas, being a portion of Lot 1, Block C, Old Town Addition, an addition to the City of Coppell, according to the plat thereof recorded in Document No. 201100074924, Official Public Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the southeast corner of said Lot 1, Block C, said point being in the north line of Houston Street, (a variable width Public Right-of-Way), as dedicated by Old Town Addition, an addition to the City of Coppell, according to the plat thereof recorded in Document No. 201100074924, Official Public Records, Dallas County, Texas, same point also being the southwest corner of that certain tract of land conveyed to Jet Financial Group, LLC by deed as recorded in Document No. 20070225770, Official Public Records, Dallas County, Texas;

THENCE South 88 degrees 12 minutes 07 seconds West, along the north line of said Houston Street, a distance of 5.00 feet to a point for corner, said point being the southwest corner of said 0.012 acre tract of land being described;

THENCE North 01 degrees 46 minutes 57 seconds West, departing the north line of said Houston Street and through the interior of said Lot 1, Block C, a distance of 102.71 feet to a point for corner, said point being the northwest corner of said 0.012 acre tract of land being described, same point being in the south line of Burnet Street, (a 80.0 foot width Public Right-of-Way), as dedicated by Old Town Addition, an addition to the City of Coppell, according to the plat thereof recorded in Document No. 201100074924, Official Public Records, Dallas County, Texas

THENCE North 88 degrees 17 minutes 04 seconds East, along the south line of said Burnet Street, a distance of 5.00 feet to a 1/2 inch iron rod found at the northeast corner of said Lot 1, Block C, said point being the northwest corner of said Jet Financial Group, LLC tract;

THENCE South 01 degrees 46 minutes 57 seconds East, departing the south line of said Burnet Street and along the common line of said Lot 1, Block C and said Jet Financial Group, LLC tract, a distance of 102.70 feet the POINT of BEGINNING and containing 514 square feet or 0.012 acres of computed land.



William P. Price
Registered Professional Land Surveyor No. 3047



NOTES:

1. IRF - IRON ROD FOUND
2. IRS - IRON ROD SET
3. Basis of Bearing - Subject Plat
4. C.M. = CONTROLLING MONUMENT



SURVEY GROUP
SURVEYING * CONSULTING * MANAGEMENT
TBPS No. 101733-00

400 SOUTH INDUSTRIAL BLVD., STE 219
EULESS, TEXAS 76040

(817) 354-1445
(817) 354-1451 FAX

JOB NO.:	12-002 LE2
DATE:	APRIL 16, 2011
SCALE:	1" = 40'
DRAWN BY:	RM

EXHIBIT "A"
0.012 ACRES
5' LANDSCAPE MAINTENANCE EASEMENT

CROCKETT STREET
 (A 44.0 FOOT WIDTH R.O.W.)
 DOC. NO. 201100074924
 O.P.R.D.C.T.

BURNET STREET
 (A 80.0 FOOT WIDTH R.O.W.)
 DOC. NO. 201100074924
 O.P.R.D.C.T.

ESTATE OF
 JEWEL J. KIRKLAND
 VOL. 89082, PG. 1053
 D.R.D.C.T.

LOT 1, BLOCK C,
 OLD TOWN ADDITION
 DOC. NO. 201100074924
 O.P.R.D.C.T.

JET FINANCIAL GROUP, LLC
 DOC. NO. 20070225770
 O.P.R.D.C.T.

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.00	S88°12'07"W
L2	5.00	N88°17'04"E

S01°46'57"E 102.70'
 S01°46'57"E 102.71'

P.O.B.

COPPELL ROAD SOUTH
 (A VARIABLE WIDTH R.O.W.)

HOUSTON STREET
 (A VARIABLE WIDTH R.O.W.)
 DOC. NO. 201100074924
 O.P.R.D.C.T.



W.P. Price 4/16/12

- NOTES:
 1. IRF - IRON ROD FOUND
 2. IRS - IRON ROD SET
 3. Basis of Bearing - Subject Plat
 4. C.M. = CONTROLLING MONUMENT

Exhibit 'B3'



SURVEY GROUP
 SURVEYING * CONSULTING * MANAGEMENT
 TBPS No. 101733-00

400 SOUTH INDUSTRIAL BLVD., STE 219
 EULESS, TEXAS 76040

(817) 354-1445
 (817) 354-1451 FAX

JOB NO.:	12-002 LE2
DATE:	APRIL 16, 2012
SCALE:	1" = 40'
DRAWN BY:	RM