

CONSENT TO ENCROACH

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

WHEREAS, Lisa Santo, (hereinafter referred to as "Owner", whether one or more), is Owner of the following described property situated in the City of League City, (hereinafter referred to as "City"), Galveston County, Texas:

PROPERTY DESCRIPTION:

Lot 1, Block 2, Westover Park, Section 3, according to the plat thereof recorded under Plat Record 18, Map Numbers 1331 – 1332, Galveston County Plat Records.

WHEREAS, there is a dedicated eight (8) feet wide utility easement located along, abutting and south of the north line of the above described property;

WHEREAS, Owner desires to construct private swimming pool apron and concrete flatwork improvements, within and/or encroaching upon said dedicated 8 feet wide utility easement, such improvements proposed to encroach upon said utility easement by a width of approximately one (1) foot and a length of approximately fifty-five (55) feet as generally depicted on Exhibit "A" hereto and made a part hereof for all purposes.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the City hereby consents to Owner's encroachment of said private swimming pool apron and concrete flatwork improvements upon said 8 feet wide utility easement, subject to the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS:

1. Owner, Owner's successors, heirs, or assigns hold the City harmless from all claims, lawsuits, costs, and damages for any person or property arising out of or in any way connected with the maintenance and use of said encroaching swimming pool apron and concrete flatwork improvements, except where such injuries or damages are caused solely by the negligence of the City, its agents, or employees;
2. If the City, its successors, assigns or grantees, shall at any time in its sole discretion determine that it is necessary to do so for the purpose of maintaining City facilities, it shall be privileged to remove or alter the above-mentioned encroaching swimming pool apron and concrete flatwork improvements, or any part thereof, and which the City agrees to restore as nearly as is practical to their former condition, all at Owner's

cost. Owner, Owner's successors, assigns and grantees, hereby releases the City from any and all liability for damage caused to the encroaching swimming pool apron and concrete flatwork improvements by any such removal, altering and restoring such structures upon receipt of its billing therefore. Owner, Owner's successors, assigns and grantees further releases the City from any and all liability for loss of or damage to the encroaching swimming pool apron and concrete flatwork improvements which may be caused by, result from or be related to the presence or malfunctioning of the City's facilities, regardless of whether its negligence may contribute to such loss or damage.

3. The City may, at its sole discretion, terminate this consent to encroach by giving Owner, Owner's successors, assigns, agents or licensees written notice of such termination. Such written notice of termination shall be delivered by U. S. Postal Service certified mail delivery. Upon receipt of such notice, Owner, Owner's successors, assigns, agents or licensees shall have sixty (60) calendar days to cause the removal of said encroachment from the 8 foot utility easement. If the encroachment has not been removed within said 60 days, the City may cause the removal the encroachment, the cost of which removal by the City shall be solely borne by the Owner, Owner's successors, assigns, agents, or licensees, and which cost may be attached as a lien against Owner's property described above.
4. The exercise and enjoyment, by Owner's successor, assigns, agents or licensees, of their rights and privileges to which the City has herein granted its consent to encroach shall constitute affirmative acceptance by such successors, assigns, agents or licensees of the terms herein contained; provided, however, that the City reserves the right to require that any such successor, assign, agent, or licensee further signify in a recordable instrument acceptance of such terms and conditions, and should any such successor, assign, agent or licensee refuse upon written request to execute such instrument, the rights and privileges herein consented to shall thereupon automatically terminate.
5. The Owner shall submit construction drawings associated with the proposed swimming pool apron and concrete flatwork improvements to the City Building Department for review, approval, and permitting. In no case shall any construction associated with the swimming pool apron and concrete flatwork improvements take place until the plans are permitted by the Building Department. The proposed improvements shall conform to the minimum design criteria set forth in all applicable State, County, and City statutes, ordinances, codes, and policies.

6. The proposed encroaching swimming pool apron and concrete flatwork improvements shall be constructed such that the bottom of such improvements shall be no deeper than twelve (12) inches deep as measure from the natural ground elevation.
7. The Owner has or shall be responsible for obtaining consent for the proposed encroachments from the City's franchised utilities and will submit such franchised utilities consent as support documentation to the City's Building Department with Owner's permit application.
8. The Owner shall be solely responsible for all costs associated with the relocation or abandonment of any franchised utilities infrastructure or service lines as required by said franchised utilities.

For the Owner:

EXECUTED this the _____ day of _____, 2014.

By: _____
 Lisa Santo

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
 COUNTY OF GALVESTON }

Before me, a notary public, on this day personally appeared Lisa Santo, known to me or having proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given my hand and seal of office this _____ day of _____, 2014.

(SEAL)

 Notary Public in and for the State Texas

My Commission Expires: _____

For the City of League City:

EXECUTED this the _____ day of _____, 2014.

By: _____

John Baumgartner
Deputy City Manager

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

BEFORE ME, a notary public, on this day personally appeared John Baumgartner, Deputy City Manager of the City of League City, Texas, known to me or having proved to me 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 _____, 2014.

(SEAL)

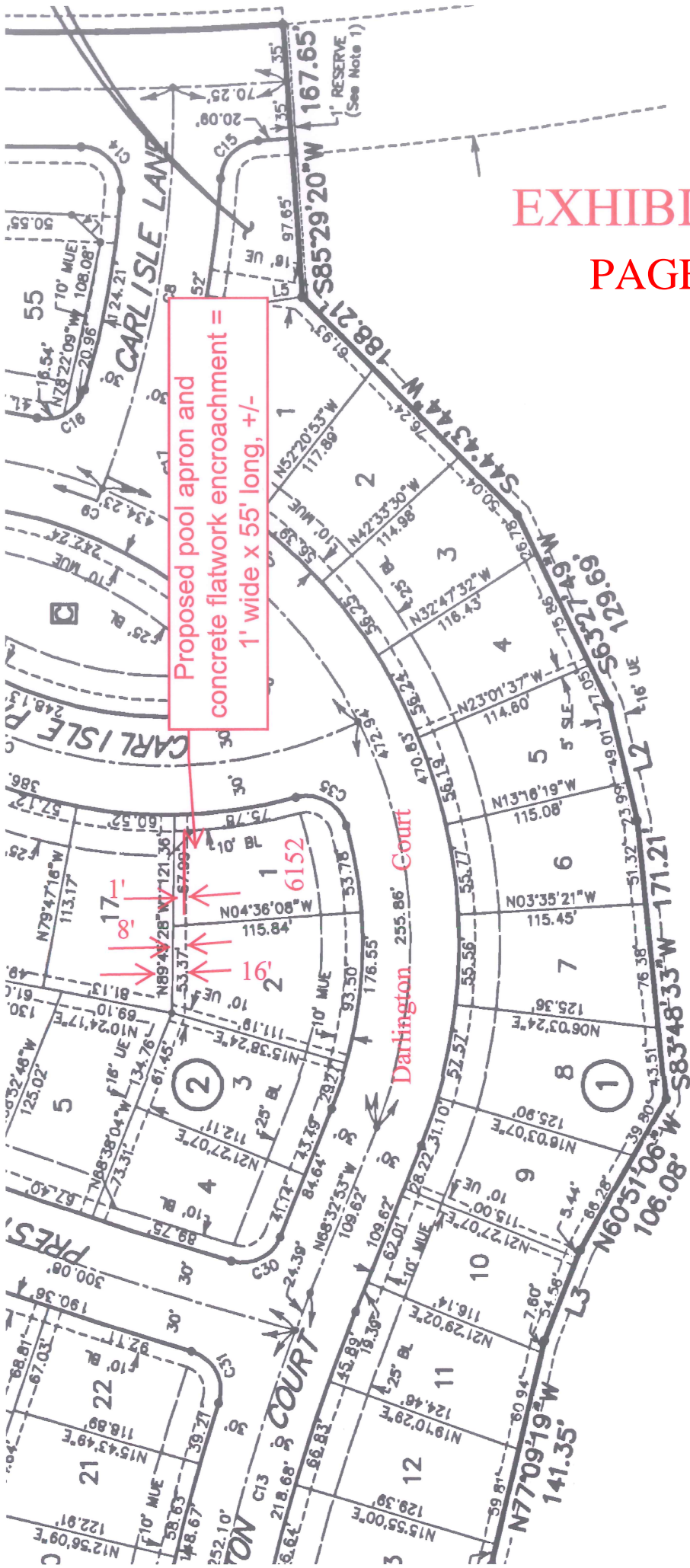
Notary Public in and for the State Texas

My Commission Expires: _____

EXHIBIT "A"

PAGE 1

RESTRICTED RESERVE "C"
LANDSCAPE RESERVE
0.4711 AC
20,521 SQ FT



Proposed pool apron and
concrete flatwork encroachment =
1' wide x 55' long, +/-

EXHIBIT "A"

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