

STATE OF TEXAS }

COUNTY OF GALVESTON }

CONSENT TO ENCROACH

WHEREAS, the City of League City, hereinafter “City”, is the owner of that certain called 2.4045 acre portion of Landing Boulevard described in the conveyance instrument of the perpetual easement and right of way from RDC, Inc. to the Public filed for record on May 9, 1979 under County Clerk’s File No. 199398 and recorded in Book 3115, Page 350, et seq, Galveston County Deed Records; and

WHEREAS, Sudamahu Group, hereinafter “Permittee”, on behalf of the Landing Homeowners Association, desires to construct one (1) monument signs (the “Tolerated Encroachment”), within the City’s Landing Boulevard right-of-way, the location and type of such Tolerated Encroachment being graphically depicted and labeled on Exhibit “A” attached hereto; and

WHEREAS, Permittee and the Landing Homeowners Association recognize the right of the City to demand the removal of all encroachments within the City’s dedicated rights-of-way; and

WHEREAS, Permittee and the Landing Homeowners Association recognize that the open, notorious and adverse use of the property by Permittee has no effect upon a governmental body and creates no property right as against a governmental body, regardless of the length of time the use has been open, adverse and notorious, nor are Permittee and the Landing Homeowners Association seeking to claim title to same by claim of such adverse use; and

WHEREAS, the City of League City, Texas wishes to preserve it ownership interests in and to Landing Boulevard;

NOW, THEREFORE, the City of League City, Texas hereby consents to the Tolerated Encroachment by Permittee, the Landing Homeowners Association, and their successors, assigns, agents and representatives, such consent to encroach being limited to and conditioned upon the following express conditions:

1. LIMITED USE: This consent to encroach shall be limited to the construction and maintenance of Tolerated Encroachment. Other than the Tolerated Encroachment, the encroachment of structures of a more permanent nature are expressly not permitted without additional written consent from the City.
2. COMPLIANCE WITH CODES AND RESTRICTIONS: The nature and placement of the Tolerated Encroachment shall comply with all ordinances, rules and regulations of the City and of any applicable deed restriction(s).
3. REMOVAL AND REPLACEMENT: The Tolerated Encroachment shall be subject to removal by City and replacement by Permittee or the Landing Homeowners Association at their respective expense, if deemed to hamper or interfere with:
 - (a) any need that the City has to excavate for installation, repair, maintenance or replacement of public infrastructure; or
 - (b) the public's welfare and safety.
4. INDEMNIFICATION: Permittee and the Landing Homeowners Association, their assigns or successors hereby indemnify, defend, and hold the City harmless against all damages, injuries, or fatalities that may result because of this consent to encroach and shall indemnify and defend the City against any and all claims which may be brought against the City as a result of this consent to encroach.
5. RELEASE OF CITY LIABILITY: Permittee and the Landing Homeowners Association, their successors, assigns and grantees further release the City from any and all liability for loss of or damage to the Tolerated Encroachment 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.
6. TERMINATION: The City may, at its sole discretion, terminate this consent to encroach, in total or in part, by giving Permittee or the Landing Homeowners Association, their 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, Permittee, its successors, assigns, agents or licensees shall have sixty (60) calendar days to cause the removal of said encroachment from the City's right-of-way. If the encroachment has not been removed within said 60 days, the City may cause the removal of the encroachment, the cost of which removal by the City shall be solely borne by the Permittee or the Landing Homeowners Association, their successors, assigns, agents, or licensees. (Example: If Tolerated Encroachment constructed within the Landing Boulevard median interferes with or creates unsafe line of sight conditions associated with future

roadway or driveway median cuts/crossings, such Tolerated Encroachment would be subject to termination).

7. PERMITTEE'S SUCCESSORS AND LANDING HOMEOWNERS ASSOCIATION SUCCESSORS ACCEPTANCE OF TERMS: The exercise and enjoyment, by Permittee's and the Landing Homeowners Association's successors, 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.
8. SUBMITTALS, PROPOSED PERMITTED ENCROACHMENT: Permittee or the Landing Homeowners Association has or shall submit to the City Engineering Department and Building Department construction drawings for the proposed sign and related appurtenances to be constructed for review, approval, and permitting. In no case shall any construction of the proposed Permitted Encroachment take place until the plans receive approval from the City Engineering Department and permitting from the Building Department. The design of such signs shall conform to the minimum design criteria set forth in applicable State, County, and City statutes, ordinances, codes, and policies. Permittee or the Landing Homeowners Association has or shall remit payment to the City applicable permit fees, if any.
9. "AS-BUILTS", POST-CONSTRUCTION: For the Permitted Encroachment to be constructed per Item 8 above, Permittee shall provide "As-Built" construction drawings, in pdf format on USB compatible flash drive(s), to the City Engineering Department within 30 days of completion of construction.
10. NO ADVERSE POSSESSION: The encroaching use by the Permittee and the Landing Homeowners Association is not open and notorious, nor is it adverse because the City is acknowledging it exists and is tolerating such use conditionally. Adverse possession statutes do not run against a governmental entity. Permittee and the Landing Homeowners Association declare by acceptance of this consent that no such intent is present.
11. MAINTENANCE AND OPERATIONS OF TOLERATED ENCROACHMENT: All maintenance and operations of the Tolerated Encroachment shall be the sole responsibility of the Landing Homeowners Association.

ACCEPTED FOR LANDING HOMEOWNERS ASSOCIATION, ITS AGENTS,
ASSIGNS, SUCCESSORS AND LEGAL REPRESENTATIVES:

FOR THE LANDING HOMEOWNERS ASSOCIATION:

BY: _____ DATE: _____
Printed Name:
Printed Title:

ACKNOWLEDGMENT

THE STATE OF TEXAS }

COUNTY OF GALVESTON }

This instrument was acknowledged before me on this the _____ day of
_____, 201, by _____ on behalf of LANDING
HOMEOWNERS ASSOCIATION.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ACCEPTED FOR THE CITY OF LEAGUE CITY, TEXAS:

BY: _____

DATE: _____

John Baumgartner
Deputy City Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS }

COUNTY OF GALVESTON }

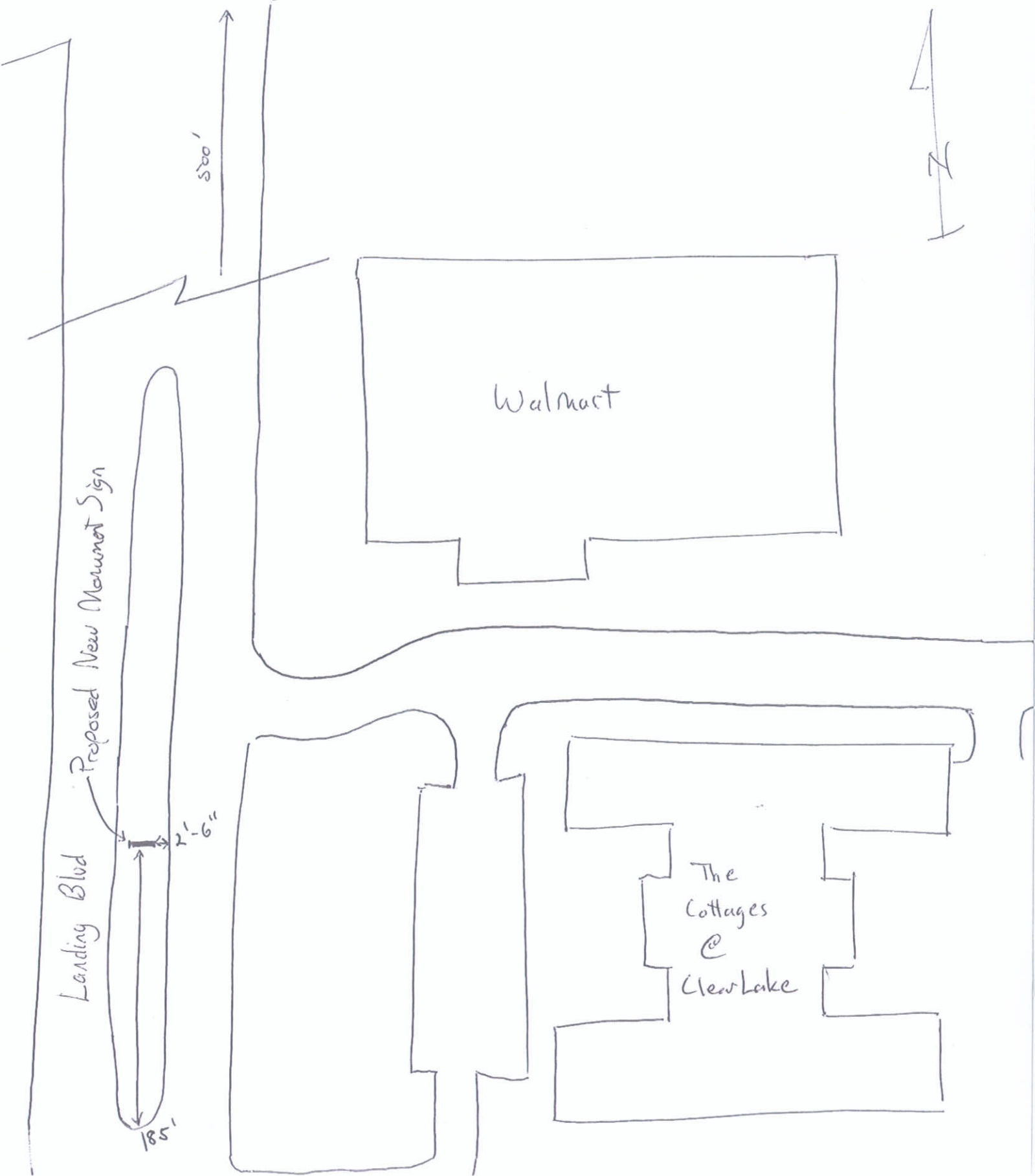
This instrument was acknowledged before me on this the _____ day of _____, 2016, by John Baumgartner, Deputy City Manager of the City of League City, Texas, a municipal corporation, on behalf of said corporation.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

W. Main St.

EXHIBIT "A"

518





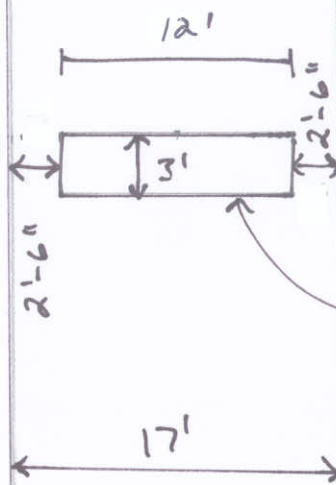
Proposed Monument
Sign

Scale : 1" = 40'

Landing Blvd



Landing Blvd



Proposed
Monument
Sign

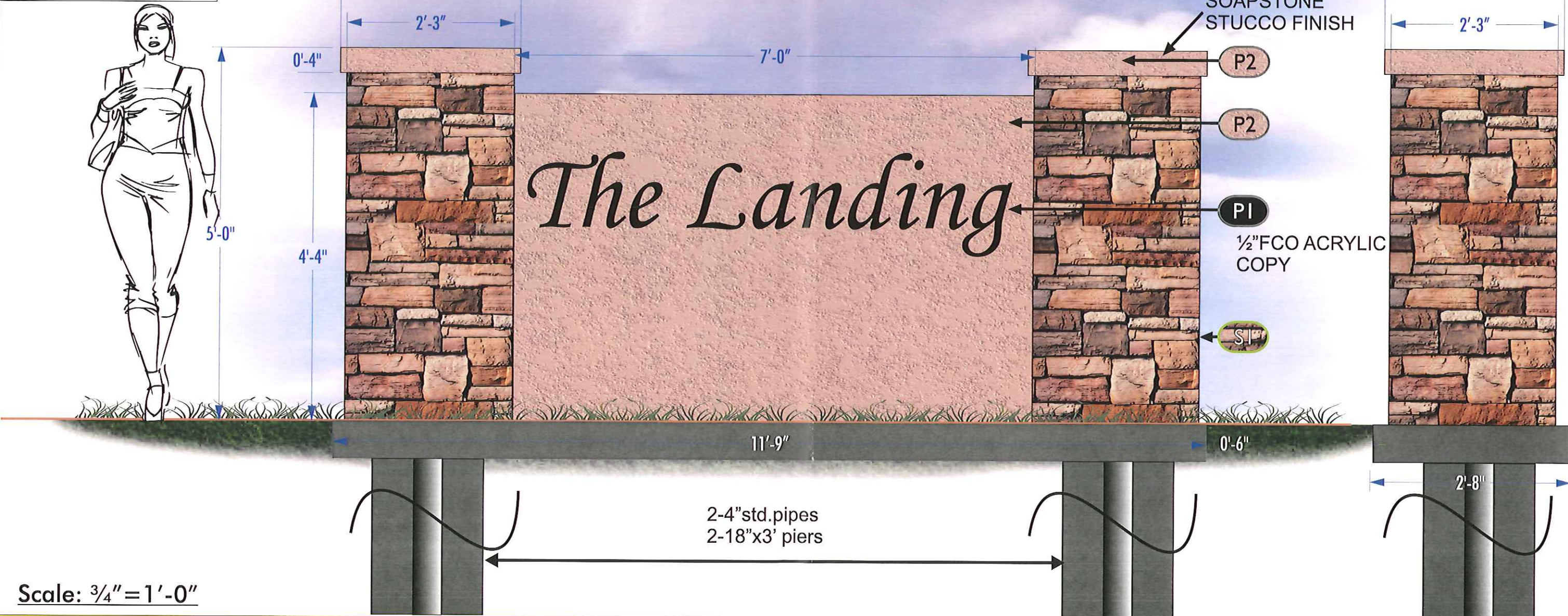
Scale : 1" = 10'



SIGN TYPE
MFG(1)S/F NON-ILLUMINATED
MONUMENT WITH FCO COPY

MATERIAL SPEC
S1: RUSSETT MOUNTAIN LEDGE
EL DORADO STONE

PAINT SPEC
PAINT COLOR - SATIN FINISH
P1: BLACK
P2: SW 6107 NOMADIC DESERT



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2022 Pech Road
Houston TX 77055
713.984.2010
(F) 713.984.8064
4DSignworx.com

PROJECT: THE LANDING AVR MGT
LOCATION: Address
CITY/STATE: LEAGUE CITY, TEXAS
SALES REP: JG
DATE: 11/4/2015
ARTIST: GH

Drawing #: 2150767
File Name: THE LANDING AVR MGT

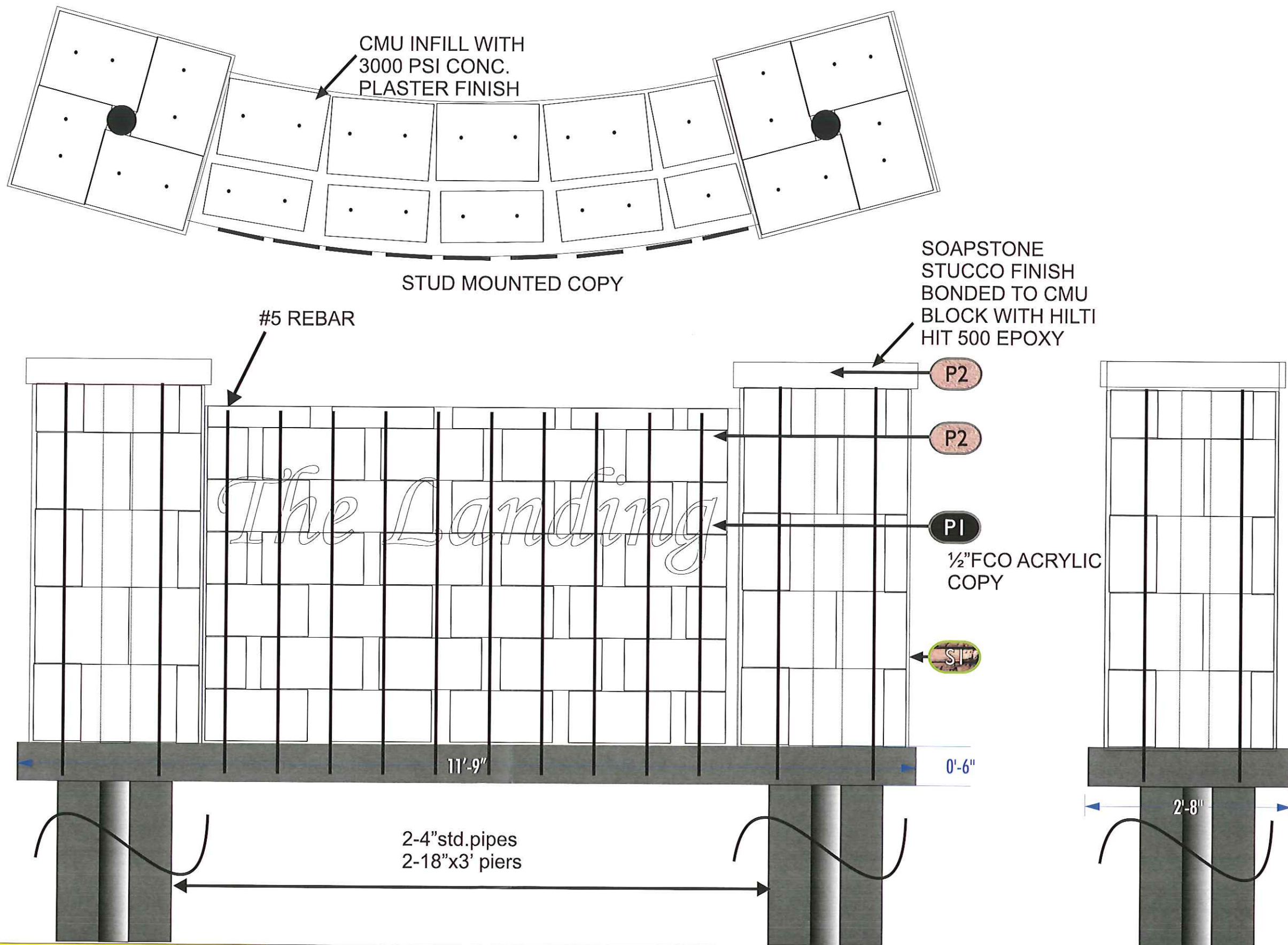
Revisions

Approval:	Estimation	A	B	C
Approval:	For actual colors of items depicted in this design refer to samples, as monitors & printers vary.			
Approval:	Client is responsible for supplying vector and/or high-res typical branding files prior to production to avoid a set-up fee.			
Approval:				

☐ Lighted

20 AMP@ 120 VOLTS
20 CIRCUITS @ 120 VOLTS

PAGE 1 OF 2



Scale: 3/4" = 1'-0"

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