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

CONSENT TO ENCROACH AGREEMENT

STATE OF TEXAS } COUNTY OF GALVESTON }

WHEREAS, BIG DIAMOND LLC, (hereinafter the "Owner", whether one or more), is Owner of the following described property, (hereinafter the "Property") situated in the City of League City, (hereinafter the "City"), Galveston County, Texas.

PROPERTY DESCRIPTION:

LOT 2R OF THE AMENDING PLAT OF TUSCAN LAKES COMMMERCIAL, SECTION 9-A IN THE PERRY & AUSTIN LOWER LEAGUE, ABSTRACT NO. 19, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN THE GALVESTON COUNTY MAP RECORDS UNDER GALVESTON COUNTY CLERK'S DOCUMENT NUMBER 2016064017.

WHEREAS, Owner's Property is addressed as 1315 East League City Parkway, League City, Texas; and

WHEREAS, Owner desires to construct a private monument sign (hereinafter "Permitted Encroachment") at 1315 East League City Parkway within a City-owned 20foot wide sanitary sewer easement that crosses Owner's property, the 20-foot sanitary sewer easement being located southerly of, parallel with and contiguous with the southerly right-of-way line of East League City Parkway; and

WHEREAS the proposed Permitted Encroachment will generally be centered within the City's 20-foot sanitary sewer easement, approximately 105 feet westerly of Owner's east property line; and

WHEREAS, prior to the construction or installation of the Permitted Encroachment, Owner shall submit properly engineered plans to the City for review, approval, and permitting, and construction shall not occur until such plans have been approved.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the City hereby consents to Owner's Permitted Encroachment within the City-owned 20-foot sanitary sewer 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 Permitted Encroachment, 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 Permitted Encroachment 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 Permitted Encroachment by any such removal, altering and restoring. Owner, Owner's successors, assigns and grantees further releases the City from any and all liability for loss of or damage to the Permitted 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.
- 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 Permitted Encroachment. If the Permitted Encroachment has not been removed within said 60 days, the City may cause the removal the Permitted 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 Permitted Encroachment to the City Building Department for review and permitting prior to constructing the Permitted Encroachment. In no case shall any construction associated with the Permitted Encroachment take place a building permit is obtained from the City 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. As part of the documentation necessary to obtain the building permit for the Permitted Encroachment, Owner shall be solely responsible for obtaining all consents to encroach or letters of no object from any of the City's franchised utilities which may be co-occupying the City's 20-foot sanitary sewer easement; and (ii) all costs associated with the relocation or abandonment of any City or franchised utilities infrastructure or service lines, if necessary.

For the City of League City, Texas:

EXECUTED this ______ day of ______, 2017.

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By:___

John Baumgartner City Manager

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF GALVESTON

Before me, a notary public, on this day personally appeared John Baumgartner, 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.

Notary Public, State of Texas

My Commission Expires:

APPROVED AS TO FORM:_____

Nghiem Doan, City Attorney

For Owner (Big Diamond LLC):

EXECUTED this ______ day of ______, 2017.

By:_____ Printed Name: Printed Title:

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF TRAVIS

Before me, a notary public, on this day personally appeared ______, 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.

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Notary Public, State of Texas

My Commission Expires: