

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, CFLCTX 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 13, BLOCK 1, LEAGUE CITY RETAIL CENTER SUBDIVISION IN THE PERRY AND AUSTIN LEAGUE, ABSTRACT NO. 19, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD UNDER PLAT RECORD 2007A, MAP NUMBERS 87-88, GALVESTON COUNTY MAP RECORDS.

WHEREAS, Owner's Property is addressed as 1640 West FM 646, League City, Texas; and

WHEREAS, Owner desires to construct a private menu board with canopy and electrical appurtenances (hereinafter "Permitted Encroachment") at 1640 West FM 646 within a City-owned 20-foot wide easement that crosses Owner's property, the 20-foot easement being located southeasterly of, parallel with and contiguous with the southeasterly right-of-way line of FM 646; and

WHEREAS the proposed Permitted Encroachment will generally be centered within the City's 20-foot easement, approximately 155 feet southwesterly of Owner's northeasterly property line and approximately 75 feet northeasterly of Owners southwesterly 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 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 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.

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 (CF LCTX 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.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:\_\_\_\_\_