

ATTACHMENT NO. 1

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, Tirupati, Inc., (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:

All of that certain called 0.5040 acre tract of land having a Galveston Central Appraisal District (GCAD) geographic identification number (ID No.) of 0032-0009-0000-000, together with that certain called 0.4770 acre tract of land having a GCAD geographic ID No. of 1385-0000-0000-001, and being those same tracts of land conveyed from Pramukh Patel and Kamlesh Patel by Warranty Deed of record under County Clerk's File No. 2007066732 in the Official Records of Galveston County, Texas, and further being depicted as Unrestricted Reserve "B" on the subdivision plat for Reserve A, Bay Ridge Subdivision and Adjacent Property in the Rafael Basquez Survey, Abstract No. 32, Galveston County, Texas, according to the plat there of recorded under Plat Record 18, Map Number 134, Galveston County Map Records.

WHEREAS, the Property is addressed as 3003 East League City Parkway, League City, Texas; and

WHEREAS, Owner desires to construct a private potable water service line and a private two-inch diameter sanitary sewer service line (hereinafter "Permitted Encroachments") within an 8-foot wide utility easement (hereinafter "Easement") dedicated by the plat of Bay Ridge, Section One, according to the plat thereof of record in Map Book 10, Page No. 46, Galveston County Map Records; and

WHEREAS the proposed Permitted Encroachments will encroach a nominal length of 366 feet within that portion of the Easement lying between the Easterly line of the Owner's Property and the Bay Ridge Drive, a road right-of-way dedicated by the aforementioned plat of Bay Ridge, Section One; and

WHEREAS, prior to the construction or installation of the Permitted Encroachments: (i) Owner shall submit properly engineered plans to the City for review and approval and construction shall not occur until such plans have been approved; and (ii) Owner shall obtain letters of no objection to the propose encroachment from the City's franchised

utilities (Texas-New Mexico Power Company; Frontier; Comcast; and Centerpoint Energy Gas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the City hereby consents to Owner's encroachment of said Permitted Encroachments within the 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 Encroachments, 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 Encroachments, 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 Encroachments by any such removal, alteration and restoration. Owner, Owner's successors, assigns and grantees further releases the City from any and all liability for loss of or damage to the Permitted Encroachments 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 Encroachments. If the Permitted Encroachments have not been removed within said 60 days, the City may cause the removal of the same, 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 Encroachments to the City Building Department for review and approval prior to constructing the private Fence. In no case shall any construction associated with the Permitted Encroachments take place until the plans are approved by 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. In addition to the standard required permit fees, Owner shall pay, at the time of permitting, a one-time fee in the amount of \$ 915.00 as consideration for this Consent to Encroach, said fee being calculated as follows:
 - a. For the private potable water line: \$15 x 0.75 inch pipe diameter x 366 nominal feet/16.5 feet per rod = \$ 249.55 subtotal.
 - b. For the private sanitary line: \$15 x 2 inch pipe diameter x 366 nominal feet/16.5 feet per rod = \$ 665.45 subtotal.
 - c. Subtotal for water line at \$ 249.55, plus subtotal for sewer line at \$ 665.45 = Total consideration for Consent to Encroach = \$ 915.00.
7. The Owner shall be solely responsible for all costs associated with the relocation or abandonment of any City or franchised utilities infrastructure or service lines, if necessary.

For Owner (Tirupati, Inc.):

EXECUTED this _____ day of _____, 2017.

By: _____
 Pramukh Patel
 President

ACKNOWLEDGMENT

STATE OF TEXAS }
 COUNTY OF GALVESTON }

Before me, a notary public, on this day personally appeared Pramukh Patel, 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: _____

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