

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, the BAY COLONY PARKSIDE COMMUNITY ASSOCIATION, (hereinafter the "Grantee", whether one or more), is the owner of record Restricted Reserves "A" and "D", Bayview, Section 3, Amending Plat, in the Perry & Austin League, Abstract No. 19, Galveston County, Texas, according to the plat thereof recorded under Plat Record , Map Numbers and , Galveston County Map Records; and

WHEREAS, by virtue of said plat of Bayview, Section 3, Amending Plat, that certain 60-foot road right-of-way known as Birchwood Way Lane, together with 10-foot utility easements encumbering said Restricted Reserves "A" and "D", have been dedicated to the public; and

WHEREAS, Grantee desires to construct private irrigation and landscaping improvements (hereinafter "Permitted Encroachments") within the dedicated Birchwood Way Lane right-of-way and adjacent 10-foot utility easements encumbering said Restricted Reserves "A" and "D"; and

WHEREAS the locations of the proposed Permitted Encroachments are more specifically depicted upon Exhibit "A" attached hereto; and

WHEREAS, prior to the construction or installation of the Permitted Encroachments, 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 of League City, Texas (the "City") hereby consents to Grantee's Permitted Encroachments within the dedicated Birchwood Way Lane right-of-way and adjacent 10-foot utility easements encumbering said Restricted Reserves "A" and "D", subject to the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS:

1. Grantee, Grantee'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 and 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 Grantee's cost. Grantee, its successors, and assigns, hereby releases the City from any and all liability for damage caused to the Permitted Encroachments by any such removal, altering and restoring. Grantee, its successors and assigns 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 Grantee, its 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 the Permitted Encroachments, the cost of which removal by the City shall be solely borne by Grantee, Grantee's successors, assigns, agents, or licensees, and which cost may be attached as a lien against Grantee's property described above.
4. The exercise and enjoyment, by Grantee'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. Grantee has or shall submit construction drawings associated with the proposed Permitted Encroachments to the City Building Department for review and permitting prior to constructing the Permitted Encroachments. In no case shall any construction associated with the Permitted Encroachments 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 Encroachments, Grantee 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 dedicated public right-of-way or dedicated 10-foot utility easements; 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 Grantee (Bay Colony Parkside Community Association):

EXECUTED this _____ day of _____, 2017.

By: _____

Printed Name:

Printed Title:

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF GALVESTON }

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: _____



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Houston, Texas 77050
OFFICE: 713.464.8383
FAX: 713.464.8381

Landscaping Architecture & Construction
Irrigation & Drainage
Landscape Architecture
Project Management

CLIENT:
BAY VIEW

PROJECT LOCATION:
League City, Texas

DATE: 11/15/2017
PROJECT: 2017 Issued for Permit
November 15, 2017 Issued for Permit

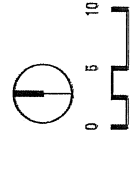
EXHIBIT "A"

P. 1 OF 3

NORTH



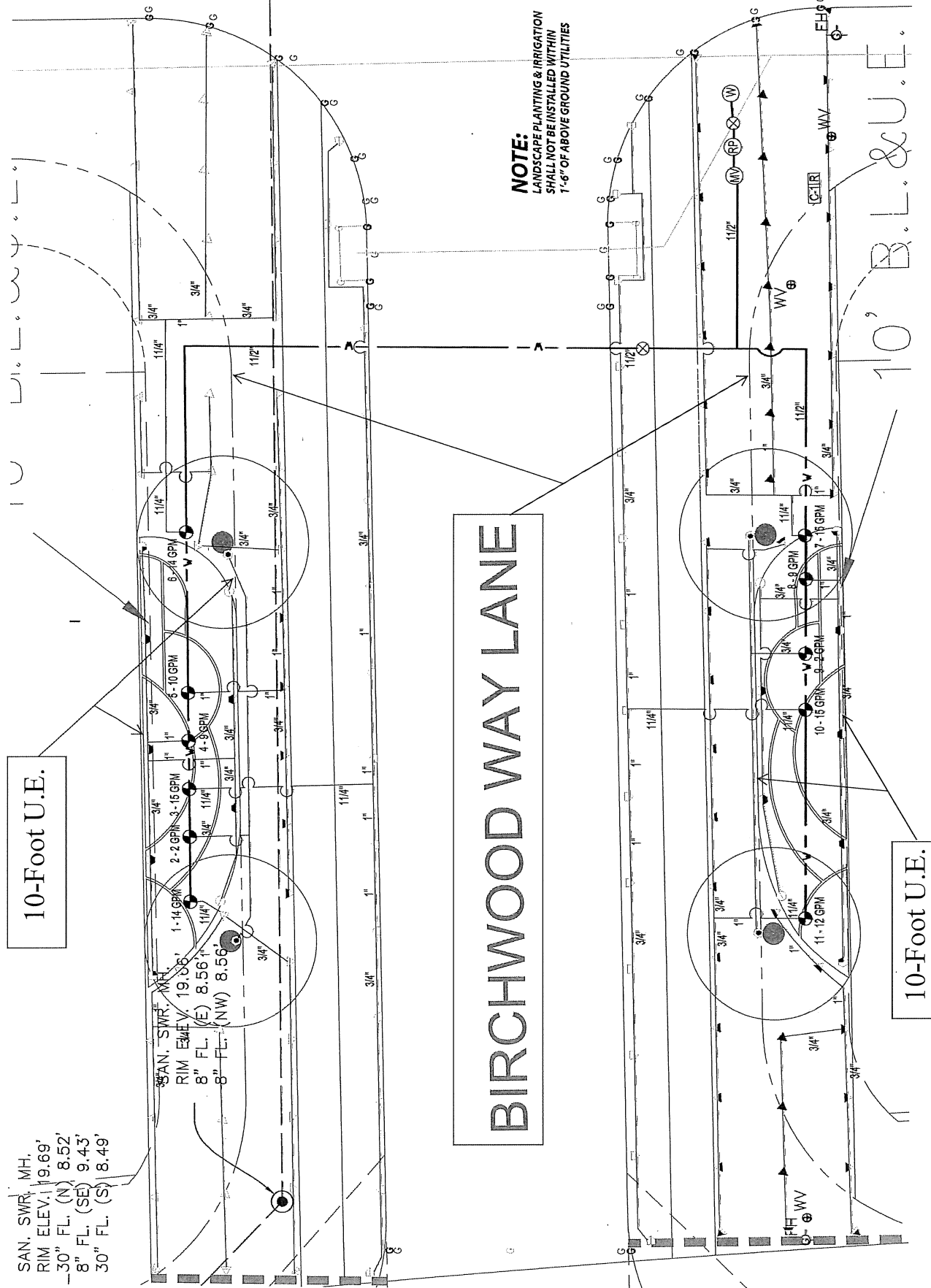
15 NOV 2017



SCALE: 1" = 10'

PROJECT TITLE:
Irrigation Plan

SHEET NUMBER:
L3.01





IRRIGATION MATERIAL LEGEND

[illegible]

NOTE-ALL THE BARRELS LOCATIONS ARE UNCHANGABLE. EVERY FIRE TYPE SHALL HAVE THE HIGHEST NUMBER OF BARRELS AVAILABLE OPPOSING FOOTBALL. RELOCATED, REPOSITIONED, OR RELOCATED SHALL BE PLUMED WITH APPROPRIATELY SIZED LATERALS TO THE NEAREST FIRE ZONE VALVE.

(NOTE: PRECIPITATION RATES ARE IN INCHES PER HOUR (INH) BASED ON TRIANGULAR SPACING, 50% DIAMETER OF THROW, COLLECTED IN ZERO WIND CONDITIONS.

IRRIGATION NOTES

1. ALL LOCAL MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE BEGINNING WORK. IF THERE IS ANY DISCREPANCY BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE APPROXIMATE ONLY. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE.
3. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS FOR ARCHITECTURAL PLANS BEFORE BEGINNING WORK.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
5. THE DESIGN IS DIAGNOSTIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR DESIGN CLARITY ONLY AND IS TO BE INSTALLED WITHIN UNPAVED AREAS.
6. THE CONTRACTOR SHALL NOT FULLY INSTALL ANY EQUIPMENT AS SHOWN ON THE PLANS UNTIL IT IS OBVIOUS THAT THE FIELD UNIT SOUNDS CORRECT WHEN TESTED. THE CONTRACTOR SHALL HAVE ALL EQUIPMENT PREPARED, AND SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO THE START OF THE PROJECT. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE OWNER.
7. INSTALL ALL EQUIPMENT AS SHOWN IN THE DETAILS AND SPECIFICATIONS. CONTRACTORS SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL CITY, COUNTY AND STATE REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
8. ACTUAL LOCATION FOR THE INSTALLATION OF THE BACKFLOW PREVENTER AND THE AUTOMATIC CONTROLLER IS TO BE DETERMINED IN THE FIELD BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
9. ALL PIPE UNDER PAVED AREAS TO BE INSTALLED IN ELEVATION 22 TIMES THE DIAMETER OF THE PIPE CARRIED, SEE LEGEND FOR THE FIELD. WHERE UNDER PAVED AREAS TO BE INSTALLED IN A SCH. 40 ELBOWE SIZE REQUIRED TO DETAILS. ELBOWES TO EXTEND AT LEAST 1' PAST THE EDGE OF THE PAVING.
10. ALL QUICK COUPLER AND REMOTE CONTROL VALVES TO BE INSTALLED IN SHAIR OR GROUND COVER AREAS WITHOUT POSSIBLE ALL QUICK COUPLER AND REMOTE CONTROL VALVE TO BE INSTALLED AS SHOWN ON THE HATCHESPEL INSTALL DETAILS. INSTALL ALL QUICK COUPLER AND REMOTE CONTROL VALVES WITHIN 15' OF HEADSCAPE.
11. ALL HEADS ARE TO BE INSTALLED WITH THE NOZZLE, SCREEN AND ARGE SHOWN ON THE PLANS. ALL HEADS ARE TO BE INSTALLED WITHIN 15' OF THE CURB LINE. ALL HEADS ARE TO BE INSTALLED WITHIN 15' OF THE CURB LINE, BUT NOT LIMITED TO ADJUSTMENT OF DIFFUSER AIR OR ADJUSTMENT SCREEN. RE-ADJUSTMENT OF PRESSURE COMPENSATING SCREENS, REPLACEMENT OF NOZZLES WITH MORE APPROPRIATE RADIIUS UNITS AND THE ADJUSTMENT OF NOZZLES WITH ADJUSTABLE AIR AND UNITS.
12. CONTRACTOR SHALL INSTALL ADDITIONAL CHECK VALVE TO HEADS AND LATERALS AS REQUIRED TO PREVENT FLOW INTO THE SYSTEM.
13. THE CONTRACTOR SHALL USE PROPER JOINTING TECHNIQUES FOR JOINTINGS THE CONTROLLER AND RELATED EQUIPMENT PER MANUFACTURERS SPECIFICATIONS.

4 - CONTROLLER

3-MASTER VALVE

2-POP-UP HEAD

1 - BACKFLOW

7 - REMOTE CONTROL VALVE

6 - QUICK COUPLER VALVE

5 - ISOLATION VALVE