

ATTACHMENT NO. 1

ENCROACHMENT AGREEMENT

STATE OF TEXAS }

COUNTY OF GALVESTON }

WHEREAS, TUSCAN LAKES COMMUNITY ASSOCIATION., (hereinafter the "Grantee", whether one or more), is, or will be, the owner of multiple Restricted Reserves, as created through the recordation of multiple plats for property developed or to be developed after the date of execution of this Agreement generally in accordance with the TUSCAN LAKES MASTER PLAN, Exhibit "A" attached, said plats being duly recorded under Plat Record in Galveston County Map Records; and

WHEREAS, by virtue of recorded plats, that certain recorded roads right-of-way, and utility easements, and Restricted Reserves, have been dedicated to the public; and

WHEREAS, Grantee desires to construct private irrigation and landscaping improvements (hereinafter "Permitted Encroachments") within the dedicated roads right-of-way, utility easements, and Restricted Reserves; 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 roads right-of-way, utility easements, and Restricted Reserves, 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. Grantee agrees that any tree installed within the dedicated roads right-of-way, utility easements, and Restricted Reserves shall have a root barrier.

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.



5.09.18

For the City of League City, Texas:

EXECUTED this _____ day of _____, 2018.

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: _____

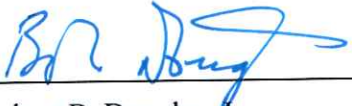
APPROVED AS TO FORM: _____

Nghiem Doan, City Attorney


5.09.18

For the Tuscan Lakes Community Association, Inc.:

EXECUTED this 9th day of May, 2018.

By: 
Robert B. Douglas, Jr.
President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GALVESTON

}
}

Before me, a notary public, on this day personally appeared Robert B. Douglas, Jr., 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: 10/12/2019

