

## ENCROACHMENT AGREEMENT

STATE OF TEXAS }

COUNTY OF GALVESTON }

WHEREAS, League City 210 Development Partners LP, a Delaware limited partnership, (hereinafter the "Grantee", whether one or more), is, or will be, the owner of multiple Restricted Reserves, in accordance with the Coastal Point master plan, which is incorporated by reference, and 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 Permitted Encroachments shall be located 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

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ribute 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.

For the City of League City, Texas:

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_

John Baumgartner  
City Manager

#### ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GALVESTON

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}

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

EXECUTED this the 20<sup>th</sup> day of December, 2018.

GRANTEE:

LEAGUE CITY 210 DEVELOPMENT PARTNERS  
LP, a Delaware limited partnership

By: League City 210 GP Inc, an Ontario corporation,  
its general partner

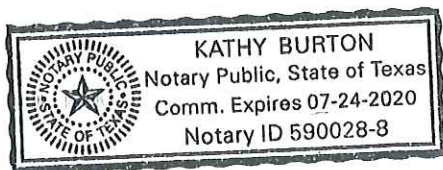
By: Stephen T. Sellers  
Stephen Sellers  
Authorized Signatory

ACKNOWLEDGMENT

STATE OF TEXAS                    }  
COUNTY OF HARRIS }

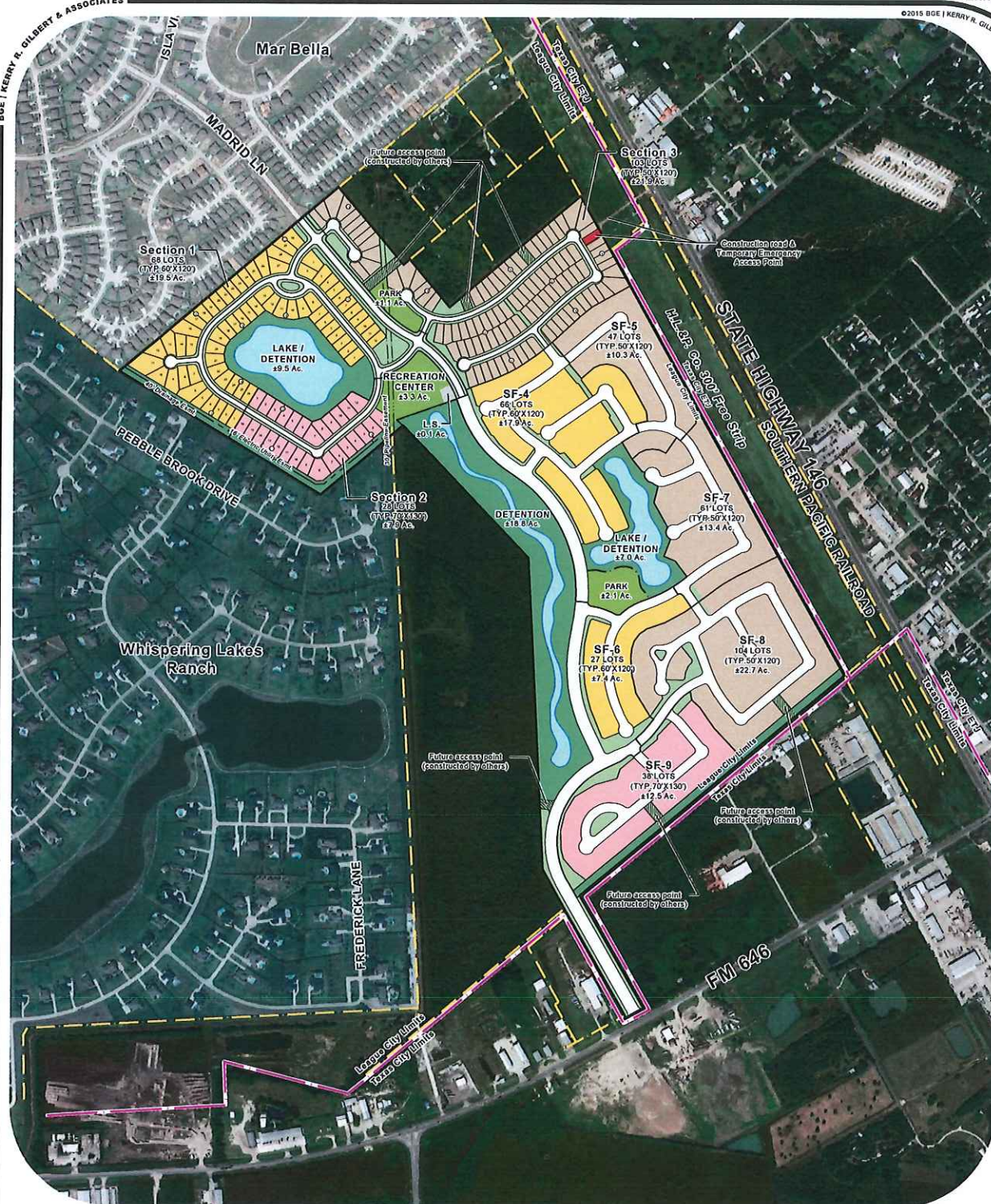
Before me, a notary public, on this day personally appeared STEPHEN T. SELLERS, known to me or having proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Kathy Burton  
Notary Public, State of Texas



My Commission Expires: 7/24/2020





## Coastal Point

## PUD and Master Plan Land Use Comparison

LAND USE CATEGORY	Coastal Point PUD			Coastal Point Master Plan #1		
	Zoning District	Acreage	% Of Gross Acreage	Zoning District	Acreage	% Of Gross Acreage
CONSTRAINTS		117.2	8.50%		116.1	8.51%
Madrid Lane	RSP-7	114.4		RSP-7	112.1	
Fronting Up the Eastments	RSP-7	12.8		RSP-7	13.3	
Drainage Easements				RSP-7	12.8	
COMMUNITY ELEMENTS		113.2	78.23%		109.9	78.16%
Recreation Center	RSP-5	13.5		RSP-5	13.3	
Parks	RSP-5	12.7		RSP-5	13.2	
Landscape Areas	RSP-5B7	12.8		RSP-5B7	12.3	
Lake / Detention Areas	RSP-5B7	14.2		RSP-5B7	13.3	
SINGLE-FAMILY RESIDENTIAL		1132.1	81.27%		1133.5	81.53%
SF-4 120'	RSP-5	160.9		RSP-5	163.3	
SF-5 120'	RSP-5	165.8		RSP-5	164.4	
SF-6 120'	RSP-5	165.4		RSP-5	164.4	
TOTALS		1202.5	100.00%		1202.5	100.00%

## Notes:

1. The lot sizes indicated on this master plan are subject to change in accordance with the Coastal Point Planned Unit Development Ordinance.
2. All landscape, open space and recreational areas will be maintained by the homeowners association.
3. All detention areas will be maintained by Galveston County Municipal Utility District No. 45 which serves the Coastal Point Development.

THIS MASTER PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE COASTAL POINT PLANNED UNIT DEVELOPMENT ORDINANCE IN EFFECT AT THE TIME THIS MASTER PLAN WAS PREPARED, ALONG WITH ANY VARIANCES TO THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE LEAGUE CITY PLANNING & ZONING COMMISSION. THIS MASTER PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THE LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER BGE | KERRY R. GILBERT & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE DESIGN, LOCATION, QUALITY OR CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER AND UNDER THE PREMISES INDICATED IN THE MASTER PLAN.

## a master plan for COASTAL POINT

BEING ±202.5 ACRES OF LAND

OUT OF THE  
RAFAEL BASQUEZ SURVEY, ABSTRACT 32 AND  
NATHAN FULLER SURVEY, ABSTRACT 67  
CITY OF LEAGUE CITY, GALVESTON COUNTY, TEXAS

OWNER:  
EMPIRE CONTINENTAL LAND, L.P.

PLANNER:

**BGE** KERRY R. GILBERT  
& ASSOCIATES

— Land Planning Consultants —  
23501 Cinco Ranch Blvd., Suite A-250  
Katy, Texas 77494  
Tel: 281-579-0340

SCALE  
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MARCH 2018  
KOA #18020