

CONSENT TO ENCROACHMENT SUBMITTIAL PROCESS
(Pertaining to City Easements)

1. Owner will submit the completed Request for Consent to Encroachment form and appropriate exhibit(s) to the City of Pearland's Service Center at 2016 Old Alvin Rd.
2. Public Works employee(s), shall research the Consent to Encroachment document, as it pertains to the City of Pearland's public utility easements.
3. The City Engineer, shall be provided the information collected by the Public Works employee(s), to determine approval, disapproval or if additional information may be necessary from the owner.
4. The City Engineer and the Owner will sign the Consent to Encroachment document, and have it notarized.
5. Once the Consent to Encroach application has been approved, the owner and/or applicant will be contacted by a Public Works Employee.
6. The owner/applicant will pick up the approved Consent to Encroach form City Service Center at 2016 Old Alvin Road, and take it to the appropriate County Office, to be recorded.
7. The applicant will pay the County Office, for any fees associated with recording for the Consent to Encroach. The County Office will assign a DOC# to the Consent to Encroach.
8. The approved Consent to Encroachment, with the County DOC# stamped on it will need to be digitized and emailed to the City Engineer.
9. The digitized Consent to Encroachment will need to be uploaded into the City's TRAKiT System, under the appropriate permit number.

FYI:

- Exhibit(s) are to be legible, scaled, detailed and include existing and/or proposed utilities to adequately display what structure(s) are encroaching in what easement.
- The Encroachment Fee will be included in a permit, for which generated the Consent to Encroachment process

COUNTY CONTACTS:
Brazoria 281.331.6101
Fort Bend 281.342.3411
Harris 713.755.5000

**The City of Pearland's Consent to
Encroachment Fee is: \$250.00**

**NOTE: THE "CONSENT TO ENCROACHMENT SUBMITTIAL PROCESS"
SHEET, DOES NOT NEED TO BE SUBMITTED FOR REVIEW,
APPROVAL OR FOR THE RECORDING PROCESS!**

REQUEST FOR CONSENT TO ENCROACH

LOT NO. _____

BLOCK NO. _____

ADDITION _____

STATE OF TEXAS

§

TO THE HONORABLE CITY COUNCIL

COUNTIES OF BRAZORIA

§

§

FT. BEND

HARRIS

I, _____ hereby request consent to encroach on the
(print name)
property located at _____,

In the City of Pearland, as shown to scale on the attached site plan (survey),
included with the completed Consent to Encroachment document.

Approved:

By: _____

□

√

Date: _____

Respectfully submitted,

(Signature)

(Address)

(Telephone No.)

CONSENT TO ENCROACH

STATE OF TEXAS §
 §
COUNTY OF §

WHEREAS,

_____ (hereinafter referred to as the “Owner”) is the owner of the following described property situated in _____ County, Texas:

WHEREAS, the Owner owns a structure within or encroaching upon the area of said easement, as shown on the plat attached hereto as Exhibit “A” and made a part hereof, and has requested that the City of Pearland, Texas (“City”) give its consent to said encroachment; and

WHEREAS, the Owner has informed the City that it has or will obtain consent or consent from any other utilities or entities having an interest in or jurisdiction over said easement;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, subject to all terms and conditions hereof, the City hereby consent to the maintenance by the Owner, its successors and assigns, of the following structure which is now an encroachment upon the area of said easement:

said structure being located within the portion of said easement (“Encroachment Area”) which is shown on Exhibit “A” attached hereto and made a part hereof.

This consent applies only to said structure as it now exists, and this consent shall not apply to said structure, or to any separately-usable part of said structure if: (1) it is hereafter destroyed, removed, structurally altered or (2) it is damaged to such an extent that it loses more than half of its value because of such damage.

Nothing in this consent is intended to limit or to effect any of the City's regulatory or police powers, and it is the responsibility of the Owner to comply with all applicable rules, regulations and ordinances of the City which arise out of the City's regulatory or police powers, including but not limited to the City's zoning, fence and building ordinances. This consent shall never be construed to be a variance, special exception, permit, ruling or order of any kind under or pursuant to any of said rules, regulations or ordinances, but instead, this consent relates solely the City's property rights with respect to the easement referred to above. Should any such variance, special exception, permit, ruling or order of any kind be required now or hereafter, it shall be the responsibility to the Owner to seek it separately.

In consideration of the consent hereinabove provided, the Owner hereby binds itself, its successors, assigns and grantees, to indemnify and hold the City, its successors and assigns and their officers, agents, employees and contractors, harmless from all claims from injury to or death of any person or for damage to property arising out of or in any way connected with the construction or maintenance of said structure within said easement areas, or which injuries, deaths or damages would not have occurred but for the presence of said structure within the easement area, including injuries, death or damages caused by the joint negligence of the City, its successors or assigns, or their officers, agents, employees or contractors and any other party or parties, but excluding injuries, death or damages caused solely by the negligence of the City, its successors or assigns or their officers, agents, employees or contractors.

The Owner agrees for itself and its successors, assigns and grantees, that if the City or its successors or assigns, shall at any time, in its sole discretion, determine that it is necessary to do so for the purpose of properly maintaining or installing facilities within such easement, it shall be privileged to remove or alter the above-mentioned structured, or any part thereof, and the City shall not be obligated in any manner to restore the above-mentioned structure so altered or removed, but that any restoration shall be made by the Owner at its sole cost and expense; and the Owner further agrees, for itself and its successors, assigns and grantees, to pay the cost of all additional expenses incurred by the City in the proper maintenance or installation of its facilities, which additional expenses would not have occurred but for the presence of said structure within the easement area. The Owner for itself, its successors, assigns and grantees hereby releases the City, its successors and assigns and their officers, agents, employees and contractors, from any and all liability for damage caused to the above-mentioned structure by any such removal or alteration and further agrees to pay the City, its successors and assigns, the cost of removing or altering such structure upon receipt of its billing therefor. The Owner for itself, its successors, assigns and grantees, hereby further releases the City, its successors and assigns, and their officers, agents, employees and contractors from any and all liability for loss of or damage to such structure or any other real or personal property

which may be caused by, result from, or be related to, the presence or malfunctioning of its facilities within the easement and regardless of whether their negligence may contribute to such loss or damage.

The Owner further agrees for itself, its successors, assigns, and grantees, that if the City, its successors or assigns, shall at any time, and because of the presence of such structure within the area of said easement, be ordered by any public authority having jurisdiction to remove or relocate its facilities, it shall be privileged to comply with such order at the Owner's cost, unless the Owner, its successors, assigns or grantees, shall alter or remove said structure to the satisfaction of such public authority upon reasonable notice to do so, and if such facilities are removed or relocated by the City, its successors or assigns, the Owner for itself, its successors, assigns and grantees, agrees to pay the cost thereof upon the receipt of its billing therefor.

The exercise and enjoyment by the Owner's successors, assigns and grantees of the rights and privileges to which the City has herein acquiesced shall constitute affirmative acceptance by such successors, assigns and grantees of the terms and conditions herein contained; provided, however, that the City for itself, its successors and assigns, hereby reserves the right to require that any such successors, assigns, or grantees further signify, in a recordable instrument, acceptance of such terms and conditions, and should any such successor, assign, or grantee refuse upon written request to execute such instrument, the rights and privileges herein acquiesced to shall thereupon automatically terminate. This Consent shall not inure to the benefit of any person other than the above-named Owner, its successors, assigns and grantees, or to the benefit of any property other than the above-described property.

This Consent shall not take effect until it has been signed and acknowledged by the Owner, recorded in the appropriate real property records and delivered to the City.

EXECUTED this the _____ day of _____, 20__.

CITY OF PEARLAND

PROPERTY OWNER

By: _____ (signature)

By: _____ (signature)

Director of Engineering & Public Works

_____ (print name)

ACCEPTED AND AGREED TO this the _____ day of _____, 20__

STATE OF TEXAS '
'

COUNTY OF _____ '
'

This instrument was acknowledged before me on this _____ day of _____, _____, by _____, as _____ Engineering & Public Works Director of the City of Pearland, Texas

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS '
'

COUNTY OF _____ '
'

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____.

Notary Public, State of Texas

My Commission Expires: _____

CONSENT TO ENCROACH

STATE OF TEXAS §
COUNTY OF §

WHEREAS,

Owner's name (print) Owner's Signature (hereinafter referred to as the "Owner") is the owner of the following described property situated in County, Texas:

EXAMPLE ONLY (actual discription will vary for each individual consent) Being a tract of land containing 0.0017 acre (75 square feet), located in the H.T. & B. R.R. Co. Survey, Abstract-245, in County, Texas; Said 0.0017 acre tract being out of Unrestricted Reserve "A", Block 1, of John Doe, a subdivision of record in Plat Number (No.) xxxxxxxxxx of the County Plat Records (B.C.P.R)

WHEREAS, the Owner owns a structure within or encroaching upon the area of said easement, as shown on the plat attached hereto as Exhibit "A" and made a part hereof, and has requested that the City of Pearland, Texas ("City") give its consent to said encroachment; and

WHEREAS, the Owner has informed the City that it has or will obtain consent or consent from any other utilities or entities having an interest in or jurisdiction over said easement;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, subject to all terms and conditions hereof, the City hereby consent to the maintenance by the Owner, its successors and assigns, of the following structure which is now an encroachment upon the area of said easement:

EXAMPLE ONLY (actual discription may vary for each individual consent) Ground monument sign. Internally illuminate with LED gas pricing signs. The sign is to be located at XX' from John Doe Road curb, and will be located in the existing "name" easement. Dimensions and sign designs are in Exhibit A. said structure being located within the portion of said easement ("Encroachment Area") which is shown on Exhibit "A" attached hereto and made a part hereof.

This consent applies only to said structure as it now exists, and this consent shall not apply to said structure, or to any separately-usable part of said structure if: (1) it is hereafter destroyed, removed, structurally altered or (2) it is damaged to such an extent that it loses more than half of its value because of such damage.

Nothing in this consent is intended to limit or to effect any of the City's regulatory or police powers, and it is the responsibility of the Owner to comply with all applicable rules, regulations and ordinances of the City which arise out of the City's regulatory or police powers, including but not limited to the City's zoning, fence and building ordinances. This consent shall never be construed to be a variance, special exception, permit, ruling or order of any kind under or pursuant to any of said rules, regulations or ordinances, but instead, this consent relates solely the City's property rights with respect to the easement referred to above. Should any such variance, special exception, permit, ruling or order of any kind be required now or hereafter, it shall be the responsibility to the Owner to seek it separately.

In consideration of the consent hereinabove provided, the Owner hereby binds itself, its successors, assigns and grantees, to indemnify and hold the City, its successors and assigns and their officers, agents, employees and contractors, harmless from all claims from injury to or death of any person or for damage to property arising out of or in any way connected with the construction or maintenance of said structure within said easement areas, or which injuries, deaths or damages would not have occurred but for the presence of said structure within the easement area, including injuries, death or damages caused by the joint negligence of the City, its successors or assigns, or their officers, agents, employees or contractors and any other party or parties, but excluding injuries, death or damages caused solely by the negligence of the City, its successors or assigns or their officers, agents, employees or contractors.

The Owner agrees for itself and its successors, assigns and grantees, that if the City or its successors or assigns, shall at any time, in its sole discretion, determine that it is necessary to do so for the purpose of properly maintaining or installing facilities within such easement, it shall be privileged to remove or alter the above-mentioned structure, or any part thereof, and the City shall not be obligated in any manner to restore the above-mentioned structure so altered or removed, but that any restoration shall be made by the Owner at its sole cost and expense; and the Owner further agrees, for itself and its successors, assigns and grantees, to pay the cost of all additional expenses incurred by the City in the proper maintenance or installation of its facilities, which additional expenses would not have occurred but for the presence of said structure within the easement area. The Owner for itself, its successors, assigns and grantees hereby releases the City, its successors and assigns and their officers, agents, employees and contractors, from any and all liability for damage caused to the above-mentioned structure by any such removal or alteration and further agrees to pay the City, its successors and assigns, the cost of removing or altering such structure upon receipt of its billing therefor. The Owner for itself, its successors, assigns and grantees, hereby further releases the City, its successors and assigns, and their officers, agents, employees and contractors from any and all liability for loss of or damage to such structure or any other real or personal property

which may be caused by, result from, or be related to, the presence or malfunctioning of its facilities within the easement and regardless of whether their negligence may contribute to such loss or damage.

The Owner further agrees for itself, its successors, assigns, and grantees, that if the City, its successors or assigns, shall at any time, and because of the presence of such structure within the area of said easement, be ordered by any public authority having jurisdiction to remove or relocate its facilities, it shall be privileged to comply with such order at the Owner's cost, unless the Owner, its successors, assigns or grantees, shall alter or remove said structure to the satisfaction of such public authority upon reasonable notice to do so, and if such facilities are removed or relocated by the City, its successors or assigns, the Owner for itself, its successors, assigns and grantees, agrees to pay the cost thereof upon the receipt of its billing therefor.

The exercise and enjoyment by the Owner's successors, assigns and grantees of the rights and privileges to which the City has herein acquiesced shall constitute affirmative acceptance by such successors, assigns and grantees of the terms and conditions herein contained; provided, however, that the City for itself, its successors and assigns, hereby reserves the right to require that any such successors, assigns, or grantees further signify, in a recordable instrument, acceptance of such terms and conditions, and should any such successor, assign, or grantee refuse upon written request to execute such instrument, the rights and privileges herein acquiesced to shall thereupon automatically terminate. This Consent shall not inure to the benefit of any person other than the above-named Owner, its successors, assigns and grantees, or to the benefit of any property other than the above-described property.

This Consent shall not take effect until it has been signed and acknowledged by the Owner, recorded in the appropriate real property records and delivered to the City.

EXECUTED this the XX day of Month,

CITY OF PEARLAND

PROPERTY OWNER

By: Signature

Director of Engineering & Public Works

By: Owner's Signature
Owner's name (print)

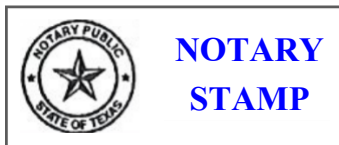
ACCEPTED AND AGREED TO this the XX day of Month, 20__

STATE OF TEXAS

COUNTY OF _____

Brazoria
Harris
Fort Bend

This instrument was acknowledged before me on this XX day of Month, _____, by Signature, _____, as Director of Engineering & Public Works of the City of Pearland, Texas



**NOTARY
STAMP**

Notary's Signature

Notary Public, State of Texas

My Commission Expires: Month, Day, Year

STATE OF TEXAS

COUNTY OF _____

Brazoria
Harris
Fort Bend

This instrument was acknowledged before me on this 1 day of Month, _____, by Owner's Signature, _____, Owner's Name (printed)



**NOTARY
STAMP**

Notary's Signature

Notary Public, State of Texas

My Commission Expires: 1/1/2025

"EXAMPLE"

NOTE: Date is to be filled in, at the time of Notarization

Applicant-"RED"
City-"BLUE"