

CONSENT TO ENCROACHMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF STEPHENS

§

§

THIS CONSENT TO ENCROACHMENT is made by and between the **CITY OF BRECKENRIDGE**, a municipal corporation, herein called the “City,” and **LOUISE MILLER**, herein called “Owner”.

WITNESSETH:

WHEREAS, Owner owns that certain tract of land described as all of Lots 2 and 3, Block 12 of the Rosewell Addition, an addition to the City of Breckenridge, County of Stephens, State of Texas, as more particularly described in the survey plat attached hereto as **Exhibit “A”** (“Owner’s Property”);

WHEREAS, the City is the owner of Pecan Street, which is a street dedicated to the City for use as a public thoroughfare, adjacent to the Owner’s Property (the “City’s Property”);

WHEREAS, a manufactured home on the Owner’s Property extends approximately 1.9 feet West into the City’s Property, as shown on the survey plat attached as **Exhibit “A”** (the “Encroachment Area”);

WHEREAS, the Owner does not desire to remove the manufactured home (the “Encroachment”) at this time and has requested that the City allow the Encroachment to remain on the City’s Property until such time as the structure requires modification or replacement;

WHEREAS, the encroachment into the City’s Property presently poses no problem or risk to the traveling public; and

WHEREAS, the City, by and through its Mayor and City Commission, wishes to formally consent to the Encroachment for the present Owner and to her successors and assigns until the Encroachment requires modification and replacement, subject to the requirements described herein, which shall be binding upon the Owner and any subsequent owners.

NOW, THEREFORE, in consideration of the mutual covenants between the parties and other valuable consideration, the City Commission of the City, by and through its Mayor, does hereby grant, without warranty, unto Owner and her administrators, executors, successors and assigns this Consent to Encroachment upon the City’s Property. The execution of this Consent to Encroachment by the City is not to be construed in any manner as a license for further encroachments within the Encroachment Area. This Consent to Encroachment shall automatically terminate and be rendered null and void upon the removal of the Encroachment, regardless of whether said removal is caused by voluntary means or an event of force majeure. Changes in the physical shape or size of the Encroachment, reconstruction of said Encroachment or additional construction within the Encroachment Area shall be considered additional encroachments without authority and in violation of the legal rights and interests of the City.

Owner accepts the Encroachment Area on an “AS IS” basis and in its present condition. Owner

acknowledges that her acceptance of an “AS IS” basis forms a material part of the consideration of this Consent to Encroachment.

OWNER, HER RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INSURERS AND ADVISORS FROM ANY AND ALL CLAIMS, DEMANDS, CHARGES, SUITS OR ACTIONS FOR PROPERTY DAMAGE OR LOSS, OR LOSS OF USE THEREOF, AND PERSONAL INJURY AND DEATH, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PERSON, ENTITY, OR AGENCY, INCLUDING BUT NOT LIMITED TO OWNER AND EMPLOYEES OR AGENTS OF OWNER, AND ALL EXPENSES OF LITIGATION INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND LITIGATION EXPENSES, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE, CARE OR MAINTENANCE OF THE ENCROACHMENT AND ENCROACHMENT AREA.

This Consent to Encroachment in no way relieves Owner, her heirs, administrators, executors, successors, and assigns, from the restrictions, if any, to which the City’s Property and Owner’s Property are made subject by deed or otherwise, and the restrictions contained in all applicable zoning ordinances.

The City retains the right to perform any cleaning, maintenance, alteration or removal of dirt or other matters within the area adjacent to the Encroachment Area for drainage, water or sewer service or other public services as is determined to be necessary by the City during the term of this Consent to Encroachment.

This Consent to Encroachment may be modified, amended or supplemented only by a written instrument executed by both parties.

This Consent to Encroachment was **APPROVED** by the City Commission of the City of Breckenridge on December 2, 2025.

CITY OF BRECKENRIDGE

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on this _____ day of December 2025, by Bob Sims,
Mayor of the City of Breckenridge, Texas.

Notary Public, State of Texas

AGREED TO BY:

LOUISE MILLER

Louise Miller, Owner

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on this ____ day of December, 2025, by Louise Miller.

Notary Public, State of Texas

Legend
 PP= Power Pole
 SIP= Set 1/2 inch Rebar with plastic cap marked OWEN SURV 5560
 X=Fence
 -EC= Electric, and Cable line
 WM= Water Meter
 GM= Gas Meter
 FIR= Pd iron rod
 (CM)= Controlling Monument
 (RD)= Record Dignity

Proprietary Assets Notice:
 This plat and its accompanying field notes, which have been digitally saved, are the exclusive proprietary assets of this surveyor and Owen Surveying Company and therefore all rights for its use are hereby reserved. Any alteration or changes to the original digital copy which is not authorized in writing by this surveyor and Owen Surveying Company is strictly prohibited. Any Alteration to any digital copy of said plat or field notes shall make the unauthorized copy null and void. This surveyor and Owen Surveying Company are not liable for any document that has been altered by any means from its original which was signed, approved and provided by this surveyor and company to its customer. This surveyor and Owen Surveying Company reserve the right to seek independent legal redress and demand damages for any individual or company making any unauthorized alterations or changes to the original document or any person or company intentionally making use of a document that is known to have unauthorized alterations. If any person becomes aware or has knowledge of any unauthorized use or alteration of this plat or field notes, then that person shall promptly notify this surveyor or Owen Surveying of such unauthorized use or alteration or that person shall become liable for the unauthorized use.

SURVEY NOTES:
 1. This survey is made subject to any rights that may exist in adjoining land owners to any portion of the subject property that may constitute an easement, the length of time any fence has been located on the subject property or adjoining property, conflicts in interest, any enforceable rights of adjoining owners and any claims of adverse possession. Please seek legal counsel in these regards.
 2. Adjoining tract data is for informational purposes only and does not represent a complete survey of those lands. Possible conflicts in adjoining property lines may arise from a current survey of those parcels. This plat represents a survey of the boundaries and improvements of the parcels cited in request for survey. This plat does not represent a complete survey of adjoining lands.
 3. The surveyor has made no investigation or independent search for lease lines, easements of record, encroachments, restrictive covenants, ownership title evidence, or any other facts that a current title search may disclose.
 4. Pipe Lines Shown are general alignments only. Most are poly lines meandering across the surface of the parcel and are subject to slight changes. There may be more existing above ground and not visible. There may be more existing above ground pipeline that are not shown. The surveyor does not state that all lines have been located.
 5. This plat or map represents a survey of the surface of the tract of land as cited in request survey and was performed from an actual survey made upon the surface of the earth. A survey or investigation for sub-surface features was not performed. The surveyor does not state that there is or is not any underground or subsurface structural features or other objects manmade or natural below the surface of the tract as shown herein.

PROPERTY DESCRIPTION
 I have made a careful and accurate survey on the ground of the property in the SW4 Section 4 of Lunatic Asylum Lands, Abstract Number 1101, located at 1200 W. 4th Street in the City of Breckenridge, County of Stephens, State of Texas, and being described as follows: All of Lots 2 and 3, Block 12 of the Rosewell Addition, an addition to the City of Breckenridge, according to plat of the same originally witnessed 21 July 1920, and said plat located in the Plat Cabinet in Slide 63B of the Plat Records of said Stephens County, Texas.

The undersigned does hereby State to Louise Miller that the map or plat is based upon an on the ground survey, made on 23 October 2025 under my direct supervision, and reflects the boundaries or the parcel as cited in request for survey, this property adjoins a public roadway as shown.

This Plat and description was prepared for the exclusive use of the person or persons named in the above statements. Said statement does not extend to any unnamed person without an express reciting by the surveyor naming said person. This survey was prepared for the transaction as dated hereon, and IS NOT to be used in any other transactions, and the copyrights are reserved.

OWEN SURVEYING CO.
 FIRM #10069000 WWW.OWENSURVEYING.COM
 110 W. BILLOTT ST., BRECKENRIDGE, TX 76424
 PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127
 BOUNDARY PLAT: STEPHENS COUNTY
 DRAWN BY: CH CHECKED BY: EB
 Scale: 1" = 40'
 Date: 27 October 2025
 Print Number B - 567B

This Plat and description was prepared for the exclusive use of the person or persons named in the above statements. Said statement does not extend to any unnamed person without an express reciting by the surveyor naming said person. This survey was prepared for the transaction as dated hereon, and IS NOT to be used in any other transactions, and the copyrights are reserved.



ERIC BRENNAN, TEXAS
REGISTERED PROFESSIONAL
LAND SURVEYOR
NUMBER 5560

Boundary survey on 0.21 Acres being all of
Lots 2 and 3, Block 12 of the Rosewell
Addition, an addition to
the City of Breckenridge,
County of Stephens, State of Texas

OWEN SURVEYING CO.

FIRM #10069000 WWW.OWENSURVEYING.COM
110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424
PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

BOUNDARY PLAT: STEPHENS COUNTY
DRAWN BY: CH CHECKED BY: EB

| | | |
|--------------------|--------------------------|--------------------------|
| Scale: 1" = 40' | Date: 27 October 2025 | Print Number B - 567B |
|--------------------|--------------------------|--------------------------|