

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 **GARY D. TRAMMELL** and **KATHY L. TRAMMELL**, herein called “Owners”.

WITNESSETH:

WHEREAS, Owners own property described as Lot 1 of Block 3 of the Brown’s Addition, City of Breckenridge, Stephens County, Texas (“Owners’ Property”);

WHEREAS, the City is the owner of Live Oak Avenue, which is a street dedicated to the City for use as a public thoroughfare;

WHEREAS, a portion of Live Oak Avenue which is 80 feet wide by approximately 142 feet long is adjacent to the Owners’ Property (the “City’s Property”);

WHEREAS, a one story brick house, porch, sidewalk, and concrete driveway on the Owners’ Property (the “Encroachments”) extend into the City’s Property, as shown on the survey attached as **Exhibit “A”** (the “Encroachment Area”);

WHEREAS, the Owners do not desire to remove the Encroachments at this time and have requested that the City allow the Encroachments to remain on the City’s Property until such time as the structures require modification or replacement;

WHEREAS, the encroachments into the City’s Property presently pose 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 Encroachments for the present Owners and to their successors and assigns until the Encroachments require modification and replacement, subject to the requirements described herein, which shall be binding upon the Owners 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 Owners and their 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 Encroachments, 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 Encroachments, reconstruction of said Encroachments 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.

Owners accept the Encroachment Area on an “AS IS” basis and in its present condition. Owners acknowledge that their acceptance on an “AS IS” basis forms a material part of the consideration of this Consent to Encroachment.

OWNERS, THEIR 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 OWNERS AND EMPLOYEES OR AGENTS OF OWNERS, 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 ENCROACHMENTS AND ENCROACHMENT AREA.

This Consent to Encroachment in no way relieves Owners, their heirs, administrators, executors, successors, and assigns, from the restrictions, if any, to which the City’s Property and Owners’ 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 City’s Property 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 March 3, 2026.

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 March 2026, by Bob Sims, Mayor of the City of Breckenridge, Texas.

Notary Public, State of Texas

AGREED TO BY:

GARY D. TRAMMELL

Gary D. Trammell, Owner

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on this ____ day of March, 2026, by Gary D. Trammell.

Notary Public, State of Texas

AGREED TO BY:

KATHY L. TRAMMELL

Kathy L. Trammell, Owner

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on this ____ day of March, 2026, by Kathy L. Trammell.

Notary Public, State of Texas

EXHIBIT "A"

