

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

COUNTY OF MONTOMERY

ENCROACHMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 2 day of September, 2025, between the **CITY OF MONTGOMERY, TEXAS, a Texas municipal and political subdivision** ("City") and **1000 Foster Drive LLC, a Texas limited liability company** ("Owner").

RECITALS

Owner is the owner of certain property located at 155 Plez Morgan Drive, Montgomery, Texas 77356 ("Property"), more particularly described in the survey attached hereto as Exhibit "A."

Owner has placed a dumpster and pad on a City public utility easement on the Property.

Owner has agreed to regularly maintain the dumpster and pad at its sole expense.

City and Owner agree that City may in the future need to make major repairs to the public utility easement on the Property.

If future major repairs to the City's public utilities are required by City, the Owner's dumpster and pad may need to be relocated or disturbed in order for City to perform the necessary repairs.

The dumpster and pad shall be the property of Owner and shall be maintained by Owner. Owner agrees that City shall not incur the expense of maintaining the dumpster and pad or removing the dumpster and pad.

City has agreed to the existing encroachment on the Property, subject to the above recitals and the following terms and conditions agreed by Owner.

NOW, THEREFORE, be it mutually agreed by Owner and City as follows:

1. **Consent to Encroachment.** Subject to the above recitals and the terms of this Agreement, City hereby consents and allows Owner to encroach on the City public utility easement with the already-placed dumpster and pad.

2. Term. This Agreement shall have an indefinite term and shall run with the Property until the City and the Owner, or its successors and assigns, agree to terminate this Agreement.

3. Conditions.

- a. Owner shall obtain all licenses or permits necessary for the dumpster and pad on the City public utility easement, and any other improvements on the Property.
- b. Owner shall be solely responsible for the normal maintenance of the dumpster and pad on the Property and shall maintain them to avoid any damage to or interference with the City facilities, other public utilities or the general right of City to utilize the easement for its intended purpose. City shall be responsible for major repairs to the public utility easement (i.e., any work other than the normal maintenance required by Owner).
- c. City shall not be responsible to Owner, its successors, assigns, or any other party for damages to Owner's dumpster and pad or other improvements on or along the City public utility easement on the Property. City may, at any time upon reasonable notice, require the removal of the dumpster and pad on the City public utility easement for the purpose of allowing City to make repairs to its public utilities. Owner shall remove and, if desired by Owner, replace such improvements promptly at its sole expense and shall not be entitled to compensation or damages of any kind.
- d. Owner shall notify the City in writing of any change in ownership of the Property.

4. Notices. Any notice required or permitted under this Agreement shall be deemed sufficient if delivered in hand or by First Class US Mail addressed to the parties as follows:

CITY

City of Montgomery
ATTN: City Administrator
101 Old Plantersville Road
Montgomery, Texas 77356

OWNER

1000 Foster Drive, LLC
18445 SH 105 W. Ste. 102-217
Montgomery, Texas 77356

5. **Indemnity.** OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES, FROM ANY CLAIMS, SUITS, CAUSES OF ACTION, COSTS OR DAMAGES ARISING FROM OWNER'S ACTION OR INACTION RELATING TO MAINTENANCE OF THE PUBLIC UTILITY EASEMENT BY CITY OR ANY IMPROVEMENTS BY OWNER ON OR ALONG THE PUBLIC UTILITY EASEMENT ON THE PROPERTY.

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

7. Construction and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue over any claim or cause of action arising hereunder shall be in the courts of Montgomery County, Texas.

8. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Montgomery County, Texas and shall be a covenant running with the Owner's land and binding upon the Owner's successors and assigns.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

This instrument was acknowledged before me on this _____ day of _____, 2025, by SARA COUNTRYMAN, mayor of and acting on behalf of the City of Montgomery, Texas.

Notary Public, State of Texas

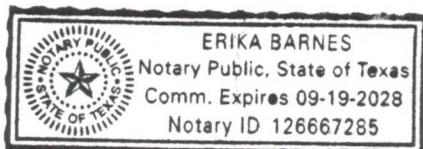
(Owner execution page follows)

1000 Foster Diver, LLC

By: _____
Name: Anthony Cook
Title: President

State of Texas
County of Montgomery

This instrument was acknowledged before me on this 2 day of September, 2025, by Anthony Cook, President of 1000 Foster Drive, LLC.



Erika Barnes
Notary Public, State of Texas

After Recording Return to:

City Secretary
City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, Texas 77356