

CONSENT TO ENCROACHMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, Texas First Bank, is the owner of a 1.166 acre tract of land (the "Tract"), more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, (hereinafter referred to as the "Owner"). The Tract is situated in the City of Montgomery (the "City"); and

WHEREAS, an area of the Tract is subject to and part of two existing twenty-six foot (26') wide utility easements (the "Easement"), as depicted on Exhibit "B" ; and

WHEREAS, the Owner desires to construct and maintain a monument sign, paving, and related appurtenances (the "Improvements") on the Subject Area which will encroach into the Easement; and

WHEREAS, the Owner has requested that the City give its consent to said encroachment.

Agreement

In consideration of this Agreement, the City hereby consents to the construction, maintenance, and use of said Improvements within the Easement as shown on Exhibit "C", upon the following terms and conditions:

1. Except for the right to encroachment set forth herein, the City shall retain its full rights to utilize the Easement.

2. The consent herein granted shall be limited to the construction, maintenance, and use of said Improvements within the Easement and shall not apply to any other structures or improvements.

3. In consideration of the consent hereinabove granted by the City to the Owner and in consideration of the use of said portion of the Easement area the Owner obtains hereby, the Owner hereby agrees for itself, its successors, assigns and grantees to indemnify, release and hold the City, its successors and assigns, harmless from all liability for any damages of any kind or nature to the Improvements, specifically including liability arising from the fault, negligence, gross negligence, act or omission of the City, arising out of, resulting from, or in any way connected with the location of said Improvements within the Easement or the location of, settling or any repairs, modifications or additions to, or the malfunctioning of, the City's facilities within the Easement. Without limiting the foregoing, the Owner hereby specifically agrees as follows:

- (a) The City retains the right to enter upon the Easement and to use the same for the purposes of constructing, operating, maintaining, repairing, extending, or replacing utilities within the Easement, and to perform any and all activities upon the Easement necessary for or incidental to said purposes and uses. The City further reserves the right to alter or remove said Improvements within the Easement if the City in its sole discretion shall determine that such alteration or removal is necessary to the accomplishment of the rights reserved to the City in this paragraph. Owner, for itself, its successors, assigns and grantees hereby agrees to pay to the City, upon receipt of the City's billing therefore, all costs incurred by the City in such alteration or removal of the Improvements.

- (b) If the City alters, removes, or damages said Improvements, the City shall be under no obligation to restore, replace or repair same, and any such restoration, replacement or repair shall be the responsibility of the Owner, its successors, assigns or grantees, to be accomplished entirely at Owner's, its successors', assigns or grantees' cost. Owner, for itself, its successors, assigns and grantees, hereby agrees that in no event will the City, its successors or assigns, be liable to the Owner, its successors, assigns or grantees, for any damage to said Improvements, occurring as a result of the encroachment, the City's entry and activities upon the Subject Area or Easement for the purposes and uses set forth in this paragraph, the presence or malfunctioning of City facilities within said Easement, or the exercise by the City of any right of the City provided for in this Consent to Encroachment.
- (c) Should the encroachment of said Improvements prevent or hinder the City from operating City facilities in accordance with applicable statutes, laws, rules, and/or regulations, or from exercising the rights hereinabove reserved to the City, then the Owner, its successors, assigns and grantees, shall be obligated to remove said Improvements upon written notice from the City at no expense to the City.

4. The Owner further agrees for itself, its successors, assigns and grantees to be liable for, and to pay to the City, its successors and assigns, the cost of any repairs, replacements, modifications or alterations to the City's facilities caused by the location of the Improvements within the Easement. In addition, Owner agrees for itself, its successors, assigns and grantees to pay for any additional costs or expenses which the City may incur in repairing, replacing, modifying, relocating or altering the City's facilities as a result of the Improvements being located within the Easement.

5. The Owner hereby binds itself, its successors, assigns and grantees, to indemnify and hold the City, its successors and assigns, harmless from all claims for injury to or death of any person or for damage to property, specifically including claims arising from the fault, negligence, gross negligence, act or omission of the City, arising out of or in any way connected with the construction, maintenance, and use of said Improvements within or without the Easement, or which injuries, death or damages would not have occurred but for the presence of said Improvements.

6. This document concerns only the City's (including its successors and assigns) right to use said Easement and has no effect on the rights of others owning any interest in the Easement.

7. It is further expressly understood and agreed that the City's consent to the location of the Improvements within the Easement shall remain in force and effect only so long as the aforementioned Improvements shall remain in existence, and upon the removal or destruction thereof, all rights hereunder shall cease and terminate.

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

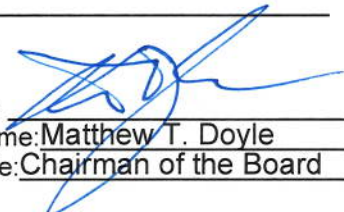
[EXECUTION PAGE FOLLOWS]

EXECUTED this _____ day of _____, 2025.
CITY OF MONTGOMERY

Secretary/Treasurer, Board of Directors President, Board of Directors

Agreed to and accepted by Owner on behalf of itself, its successors, assigns and grantees, which acceptance shall constitute affirmative acceptance of all rights, privileges, liabilities and indemnifications contained herein, this 12th day of August, 2025.

TEXAS FIRST BANK

By: 
Name: Matthew T. Doyle
Title: Chairman of the Board

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 2025,
by _____, as _____ of the City of Conroe.

Notary Public, State of Texas
(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 12th day of August, 2025,
by Matthew T. Doyle, as Chairman of the Board of Texas First Bank, on behalf of
said state chartered bank.



Notary Public, State of Texas
(NOTARY SEAL)

