

**CONSENT TO ENCROACHMENT
CROSSINGS**

THE STATE OF TEXAS }

COUNTY OF FORT BEND}

WHEREAS, the County of Fort Bend, Texas (hereinafter referred to as "Owner" whether one or more) has requested consent to encroach within an easement located within a 5.388 acre tract of land in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, being the same property described in a deed from Fresno Lakes, Ltd. to the County of Fort Bend, Texas, dated May 18, 2015 and recorded in County Clerk's File 2015063598 in the Official Public Records of Real Property of Fort Bend County, Texas.

WHEREAS, the above described property is subject to a twenty (20) foot wide easement as recorded in County Clerk's File 2005072781 in the Official Public Records of Real Property of Fort Bend County, Texas, (hereinafter referred to as "Easement Area") created in favor of CenterPoint Energy Resources Corp., a Delaware corporation, d/b/a CenterPoint Energy Texas Gas Operations, or the legal antecedent entity, for the erection and maintenance of gas transmission and/or distribution lines and appurtenances across, over, along, upon and under said property; and

WHEREAS, Owner has requested consent for the installation, construction, maintenance and/or removal of a proposed 81' wide roadway paving and a 24" storm sewer (hereinafter referred to as "Structure") over, across or within said Easement Area.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations (hereinafter referred to as "Utility" and which term also includes their affiliates, successors and assigns), hereby consents to said Structure over, across, or within said Easement Area, as illustrated on the attached certified survey labeled Exhibits "A1" and "A2".

Owner, its successors, assigns, agents, and licensees, are forever subject to all the provisions stated herein for so long as Owner's structure encroaches into the easement area.

Owner shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

WHEREAS, Owner Structure shall be installed, at its own cost and expense, as shown on said attached Exhibits. If at a later date any of Owner's Structure is found existing outside the locations and elevations on said attached Exhibits, then Owner will, at its own cost and expense, relocate this Structure to its approved location within the Easement Area to occur within ninety (90) days of any formal notice of incorrect placement. **IN THE EVENT ANY PORTION OF OWNER'S STRUCTURE ARE**

CONSTRUCTED OR REMAIN OUTSIDE OF THE LOCATION APPROVED BY UTILITY, AFTER SUCH NINETY (90) DAY PERIOD, OWNER HEREBY AGREES TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO FORFEIT ANY AND ALL RIGHTS OR CAUSES OF ACTION TO CLAIM A PRESCRIPTIVE EASEMENT OR EXERCISE ADVERSE POSSESSION OR EMINENT DOMAIN, AGAINST UTILITY OR ANY PORTION OF UTILITY'S EASEMENT AREA.

In consideration of the consent hereinabove granted by the Utility to Owner, and in consideration of the use of said portions of the Easement Area Owner obtains hereby, **TO THE EXTENT ALLOWED BY APPLICABLE LAW, OWNER SHALL REQUIRE ITS CONTRACTORS PERFORMING WORK RELATING TO THE CONSTRUCTION, MAINTENANCE, REPAIR OPERATION, AND REMOVAL OF OWNER'S STRUCTURE TO INDEMNIFY AND HOLD HARMLESS THE UTILITY FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, IN CONTRACT, STRICT LIABILITY OR IN TORT, INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, USE AND EXISTENCE OF SAID STRUCTURE ON SAID PORTION OF SAID EASEMENT AREA, WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF OWNER, ITS AGENTS, OR EMPLOYEES, AND EVEN WHEN CAUSED BY THE JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF THE UTILITY, ITS AGENTS OR EMPLOYEES, AND EVEN WHEN THE INJURY OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF THE UTILITY, ITS AGENTS, OR EMPLOYEES.**

TO THE EXTEND ALLOWED BY APPLICABLE LAW, OWNER SHALL REQUIRE ITS CONTRACTORS TO ASSUME ALL LIABILITY FOR ANY DAMAGE TO THE UTILITY'S FACILITIES CAUSED BY OR ANY WAY CONNECTED WITH THE MAINTENANCE OF SAID STRUCTURE AND FURTHER AGREES TO REIMBURSE UTILITY FOR ALL COST, INCLUDING BUT NOT LIMITED TO, LOSS OF RELATED INCOME, PROPERTY DAMAGES, REIMBURSEMENTS, LEGAL FEES AND PERSONAL DAMAGES.

Owner further agrees that if the Utility shall at any time in its sole discretion determine that it is necessary to do so for the purpose of properly maintaining its gas facilities, it shall be privileged to remove or alter the Structure, or any part thereof, and which the Utility agree to restore as nearly as practical to their former condition, all at Owner's cost. Owner hereby releases the Utility from any and all liability for damage caused to the Structure by any such removal, alteration or restoration and further agrees to pay to the Utility the cost of removing, altering or restoring such Structure upon receipt of its billing therefore. Owner hereby further releases the Utility from any and all liability for loss of or damage to such Structure which may be caused by, result from or be related to the presence or malfunctioning of its gas facilities and regardless of whether the negligence of the Utility may contribute to such loss or damage.

Owner further agrees that if the Utility shall at any time, and because of the presence of such Structure within said Easement Area, be ordered by any public authority having jurisdiction to remove or relocate its gas facilities, it shall be privileged to comply with such order at Owner's cost, unless Owner shall alter or remove said Structure to the satisfaction of such public authority upon reasonable notice to do so, at which time Owner will have thirty (30) days from completion of said alteration or removal to notify Utility in writing; and if such gas facilities are removed or relocated by the Utility, Owner agrees to pay the cost thereof upon receipt of its billing therefor.

EXECUTED this _____ day of _____, 2016

CenterPoint Energy Resources Corp., d/b/a/ CenterPoint Energy Texas Gas Operations

By: _____
Mark L. Kouwe, Manager
KDV Surveying & Right of Way Division
Agent & Attorney-in-Fact

COUNTY OF FORT BEND, TEXAS

ACCEPTED and agreed to this _____ day of _____, 20_____.

Please Print Name

Title

Please Sign Name

Acknowledgment Block for CenterPoint Energy's Use Only:

STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me by Mark L. Kouwe, Manager of the Surveying & Right of Way Division of CenterPoint Energy Houston Electric, LLC, Agent and Attorney-in-Fact of CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Public in and for
The State of Texas

Acknowledgment Block for a Corporate Officer Only:

STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me by _____, of _____, a municipal corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for
The State of Texas

AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-152116

Date Filed:
01/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CenterPoint Energy Houston Electric, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Fort Bend, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CE93019-1
Consent to Encroachment Crossings

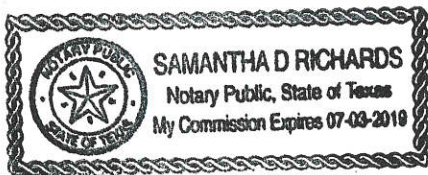
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

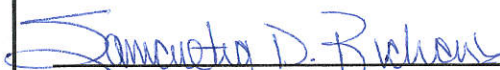
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Kenneth Vacek, this the 10th day of January, 20 17, to certify which, witness my hand and seal of office.

 Samantha D. Richards Samantha D. Richards Right of Way Agent
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath