

CONSENT TO ENCROACHMENT

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.

THE STATE OF TEXAS }

COUNTY OF FORT BEND}

WHEREAS, Fort Bend County (hereinafter referred to as "Owner" whether one or more) has requested consent to encroach within an easement located within the residue of a 120.6847 acre tract of land situated in the Walton, Hill and Walton Surveys, Abstract Nos. 434 and 435 in Fort Bend County, Texas, being that same property described in a deed recorded under County Clerk's File 2016049266 of the Official Public Records of said County and State and also known as 6200 Katy Gaston Road, Katy, Texas 77494.

WHEREAS, the above described property is subject to a 50 foot wide easement as recorded in Volume 497 Page 693 of the Deed Records of Fort Bend County, Texas (hereinafter referred to as "Easement Area") created in favor of created in favor of CenterPoint Energy Resources Corp., a Delaware corporation, d/b/a CenterPoint Energy Texas Gas Operations, CenterPoint Energy Intrastate Pipelines Inc. 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 concrete paving (hereinafter referred to as "Structure") within said Easement Area.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that created in favor of CenterPoint Energy Resources Corp., a Delaware corporation, d/b/a CenterPoint Energy Texas Gas Operations, CenterPoint Energy Intrastate Pipelines Inc. or the legal antecedent entity, (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 Exhibit "A".

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 not place any parking sub-base material within twenty-four (24) inches of Utility's Facilities.

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's Structure shall be installed, at its own cost and expense, as shown on said attached EXHIBIT. If at a later date any of Owner's Structure is found existing outside the locations and elevations on said attached EXHIBIT, 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, OWNER HEREBY AGREES TO FORFEIT ANY AND ALL RIGHTS OR CAUSES OF ACTION TO CLAIM A PRESCRIPTIVE EASEMENT OR EXERCISE ADVERSE POSSESSION OR EMINENT DOMAIN, AGAINST UTILITY AS TO AREA OUTSIDE OF LOCATION APPROVED BY UTILITY AND SHALL BECOME LIABLE TO PAY UTILITY THE SUM OF FIVE THOUSAND DOLLARS (\$5,000.00). AFTER BEING INVOICED BY UTILITY IN SUCH INSTANCE, SHOULD OWNER FAIL TO PAY UTILITY SUCH SUM WITHIN NINETY (90) DAYS, AND THEN UTILITY MAY, AT ITS SOLE ELECTION AND WITHOUT NOTICE, REVOKE THIS AGREEMENT AND RESCIND ANY CONSENTS PREVIOUSLY GRANTED TO OWNER RELATED TO SAID STRUCTURE, WITHOUT FURTHER LIABILITY TO UTILITY.**

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, **OWNER SHALL REQUIRE ITS CONTRACTORS PERFORMING WORK RELATING TO THE CONSTRUCTION, MAINTENANCE, REPAIR OPERATION, AND REMOVAL OF OWNER'S STRUCTURE TO THE EXTENT ALLOWED BY APPLICABLE LAW 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.**

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.

IF THIS PROPERTY CHANGES HANDS BEFORE RECORDATION OF THIS INSTRUMENT, OWNER AGREES TO GIVE NOTICE OF THIS INSTRUMENT TO THE PURCHASER.

If this Consent to Encroach is not accepted and agreed, notarized and returned within sixty (60) days of January 31, 2017, this document shall become null and void.

EXECUTED this 31st day of January, 2017.

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

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

Fort Bend County

ACCEPTED and agreed to this _____ day of _____, 2017.

Signature

Printed Name

Title

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 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 31st day of January, 2017.

Sheila R. Agee

Notary Public in and for
The State of Texas



Acknowledgment Block for a Local Government:

STATE OF TEXAS }

COUNTY OF }

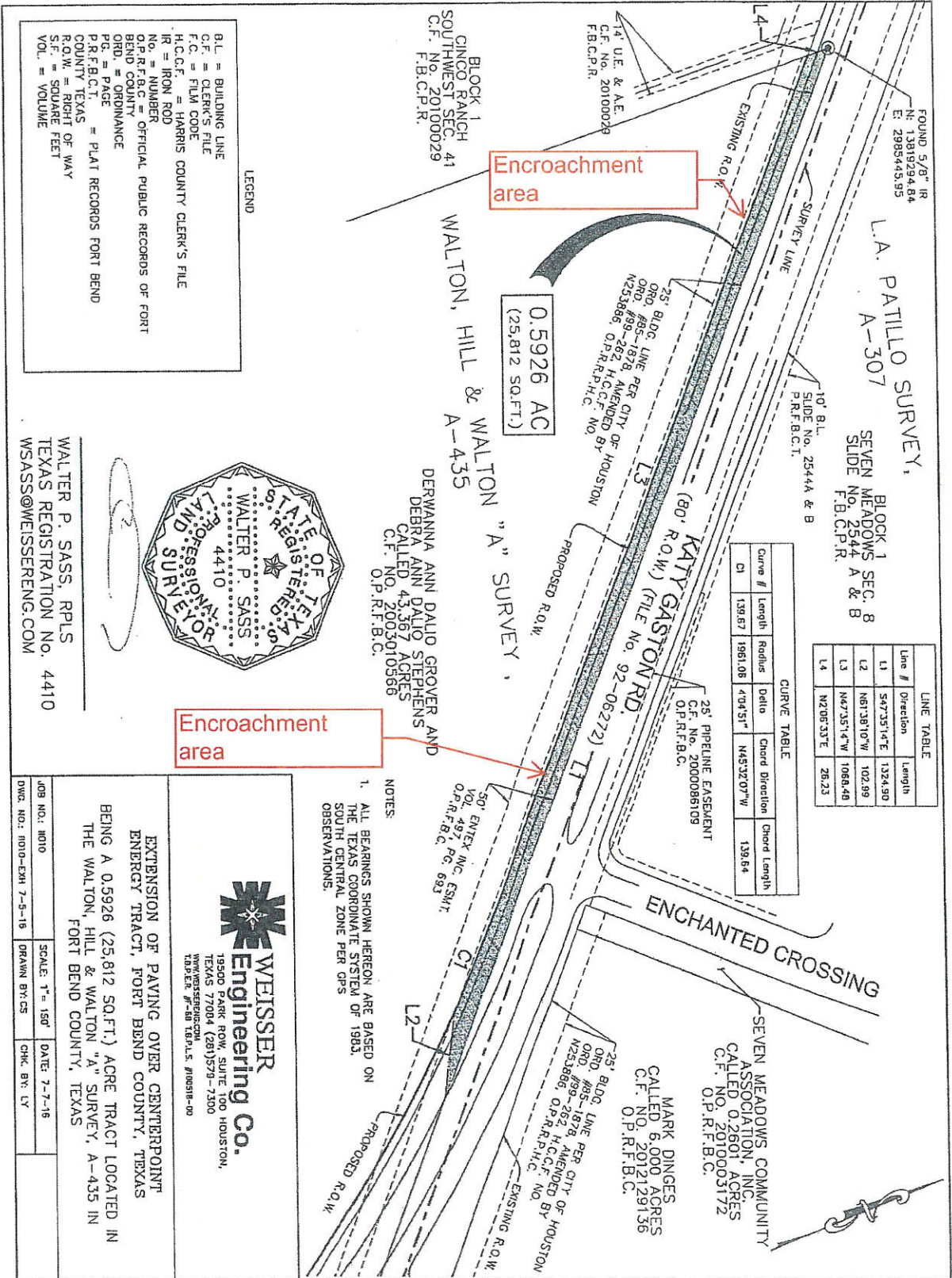
This instrument was acknowledged before me by _____,
_____, of _____, a local government on behalf
of said government.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,
2017.

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

EXHIBIT "A"



LINE TABLE

Line #	Direction	Length
L1	S47°35'14"E	1324.90
L2	N61°38'10"W	102.99
L3	N47°35'14"W	1068.48
L4	N20°05'33"E	26.23

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	139.67	1961.06	47°04'51"	N45°32'07"W	139.64

LEGEND

B.L. = BUILDING LINE
 C.F. = CLERK'S FILE
 F.C. = FILM CODE
 H.C.C.F. = HARRIS COUNTY CLERK'S FILE
 IR. = IRON ROD
 No. = NUMBER
 O.P.R.F.B.C. = OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
 ORD. = ORDINANCE
 PG. = PAGE
 P.R.F.B.C.T. = PLAT RECORDS FORT BEND COUNTY TEXAS
 R.O.W. = RIGHT OF WAY
 S.F. = SQUARE FEET
 VOL. = VOLUME



WALTER P. SASS, RPLS
 TEXAS REGISTRATION NO. 4410
 WSASS@WEISSERENG.COM

Encroachment area

Encroachment area

0.5926 AC
 (25,812 SQ.FT.)

NOTES

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983. SOUTH CENTRAL ZONE PER OPS OBSERVATIONS.



EXTENSION OF PAYING OVER CENTERPOINT ENERGY TRACT, FORT BEND COUNTY, TEXAS BEING A 0.5926 (25,812 SQ.FT.) ACRE TRACT LOCATED IN THE WALTON, HILL & WALTON "A" SURVEY, A-435 IN FORT BEND COUNTY, TEXAS

JOB NO.: 1010
 SCALE: 1" = 150'
 DATE: 7-7-16
 DWG. NO.: 1010-ENH-7-5-16
 DRAWN BY: CS
 CHK. BY: LY

MLK

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 CenterPoint Energy Resources Corp.
 Houston, TX United States

Certificate Number:
 2017-152263

Date Filed:
 01/10/2017

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

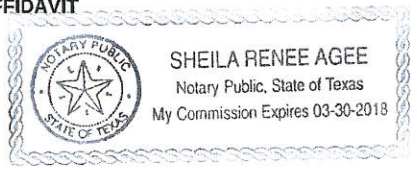
Date Acknowledged:

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.
 90699-01/10/2017
 Consent to Encroachment at 6200 Katy Gaston Road, Katy, Texas 77494

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.

Mark L Kouwe

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark L Kouwe, this the 11th day of January, 2017, to certify which, witness my hand and seal of office.

Sheila R. Agee

 Signature of officer administering oath

Sheila R. Agee

 Printed name of officer administering oath

Sr. Right of Way Agent

 Title of officer administering oath