

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, 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 0.077-acre tract of land, being a portion of the Grand Mission Municipal Utility District No. 2 Restricted Reserve "A" of Grand Mission Estates Sec. 25, a subdivision located in the John Frederick Survey, Abstract 171, Fort Bend County, Texas, according to the map or plat thereof, recorded under Film Code 20190033, more particularly described in a Warranty Deed from Grand Mission Municipal Utility District No. 2 to County of Fort Bend, and recorded under County Clerk's File 2022066138 in the Official Public Records of said County and State.

WHEREAS, the above described property is subject to a 10 foot wide easement as recorded under County Clerk's File 2019022615 in the Official Public Records of Fort Bend County, Texas (hereinafter referred to as "Easement Area") created in favor of CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, or the legal antecedent entity, for the erection and maintenance of communication and/or electric transmission and/or distribution lines and appurtenances (hereinafter referred to as "Facilities") across, over, along, upon and under said property; and

WHEREAS, the above described property is subject to a 30 foot wide easement as recorded under County Clerk's File 9837962 in the Official Public Records 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 (hereinafter referred to as "Facilities") across, over, along, upon and under said property; and

WHEREAS, Owner has requested consent for the installation, construction, maintenance and/or removal of concrete curb and gutter pavement, concrete sidewalk, and concrete storm sewer inlet and line (hereinafter referred to as "Structure") over, across or within said Easement Area.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that CenterPoint Energy Houston Electric, LLC and/or, CenterPoint Energy Resources

Corp., a Delaware corporation, 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 Exhibit "A".

Owner, its successors, assigns, agents, and licensees, are forever subject to all the provisions stated herein for so long as Owner 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.

Owner shall maintain a minimum two (2) foot vertical and/or horizontal clearance between Owner's Structure and Utility's Facilities.

WHEREAS, Owner's Structure shall be installed, at its own cost and expense, as shown on said attached Exhibit "A". If at a later date any of Owner's Structure is found existing outside the locations and elevations on said attached Exhibit "A", 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, **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.

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 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 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 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.

EXECUTED this _____ day of _____, 2022.

CenterPoint Energy Houston Electric, LLC, and CenterPoint Energy Resources Corp.,
d/b/a CenterPoint Energy Texas Gas Operations

By: _____
Matthew R. Dowell
Manager, Land Management Division
Agent & Attorney-in-Fact

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

County of Fort Bend, Texas

KP George, County Judge

Acknowledgment Block for CenterPoint Energy’s Use Only:

STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on _____, 2022 by Matthew R. Dowell, Manager of the Land Management Division, as Agent and Attorney-in-Fact of CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, on behalf of said corporations.

Notary Public in and for
The State of Texas

Acknowledgment Block for Owner Only:

STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me by KP George, as County Judge, for the County of Fort Bend, Texas, a political subdivision of the State of Texas, on behalf of said district.

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

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C58	510.00	06°44'12"	59.96	30.02	N 80°14'36" W	59.93

LINE	DISTANCE	BEARING
L71	14.20'	S 03°07'26" E
L72	152.79'	N 83°36'42" W
L73	89.33'	N 76°52'30" W

LEGEND:

- R.O.W. -- RIGHT-OF-WAY
- VOL. -- VOLUME
- PG. -- PAGE
- D.R. -- DEED RECORDS OF FORT BEND COUNTY
- O.R. -- OFFICIAL RECORDS OF FORT BEND COUNTY
- F.B.C.C.F. -- FORT BEND COUNTY CLERK'S FILE
- P.R. -- PLAT RECORDS OF FORT BEND COUNTY
- F.B.C.P. -- FORT BEND COUNTY PLAT
- P.O.B. -- PLACE OF BEGINNING
- P.O.C. -- PLACE OF CONNECTION
- S.F. -- SQUARE FEET
- CL -- CENTERLINE
- STA. -- STATION
- LT. -- LEFT
- RT. -- RIGHT
- (S) -- SET 5/8" IRON ROD WITH PLASTIC CAP LABELED "1943 4349 5829"

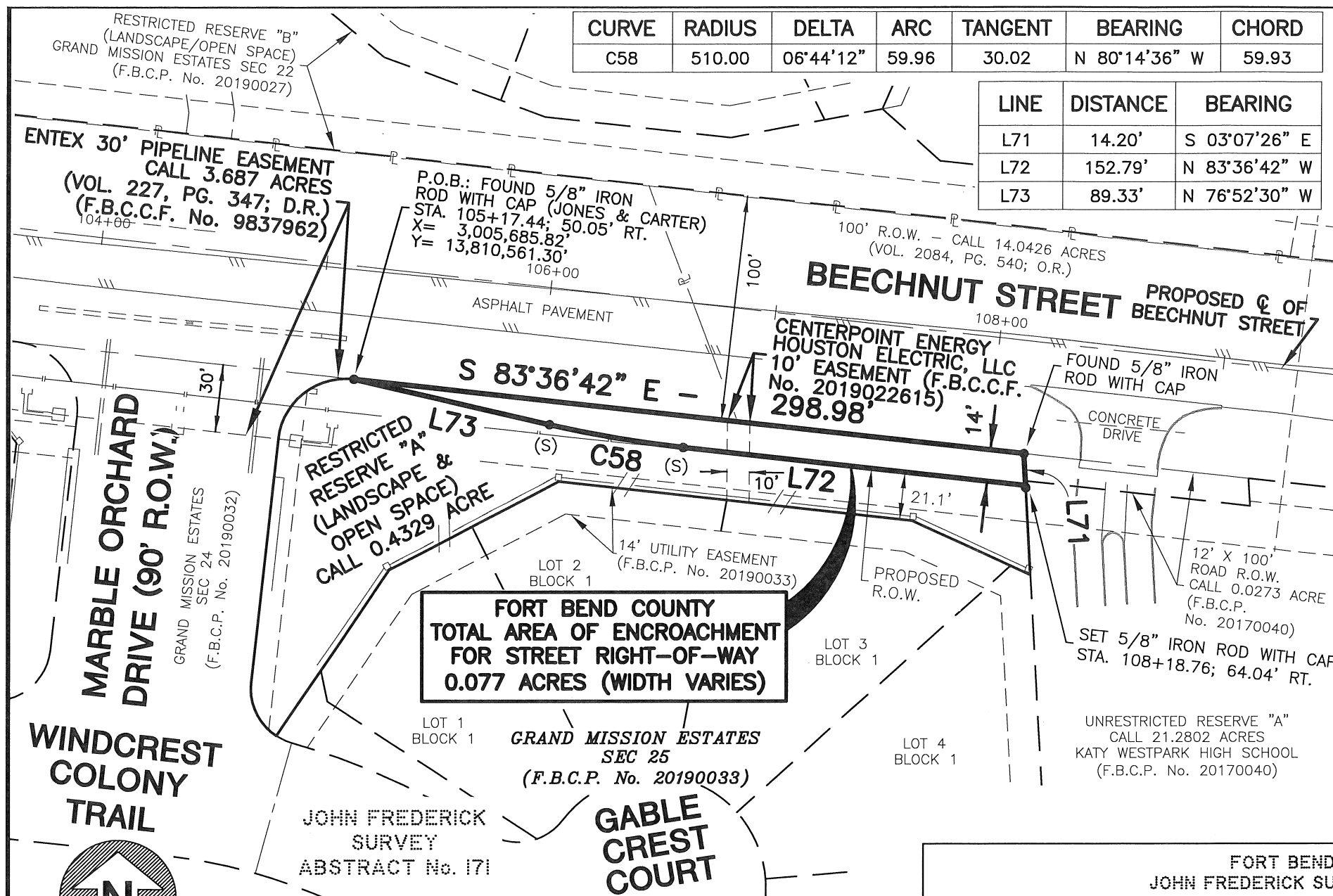
NOTES:

- 1) ALL SURVEY WORK DEPICTED HEREON IS REFERENCED TO THE TEXAS COORDINATES SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL BEARINGS AND COORDINATES LISTED ARE GRID AND CAN BE BROUGHT TO SURFACE BY APPLYING A COMBINED PROJECT SCALE FACTOR = 0.999881796.
- 2) SURVEY WORK PREPARED WITHOUT BENEFIT OF CURRENT TITLE REPORT. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.

Brad Schodek
06/14/22



PREPARED BY:
KALUZA INC.
CONSULTING ENGINEERS AND SURVEYORS
TEXAS LICENSED SURVEYING FIRM No. 10010000
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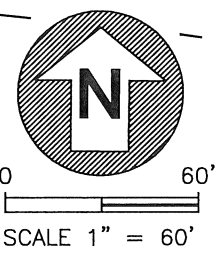


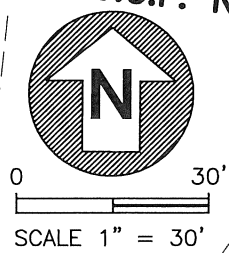
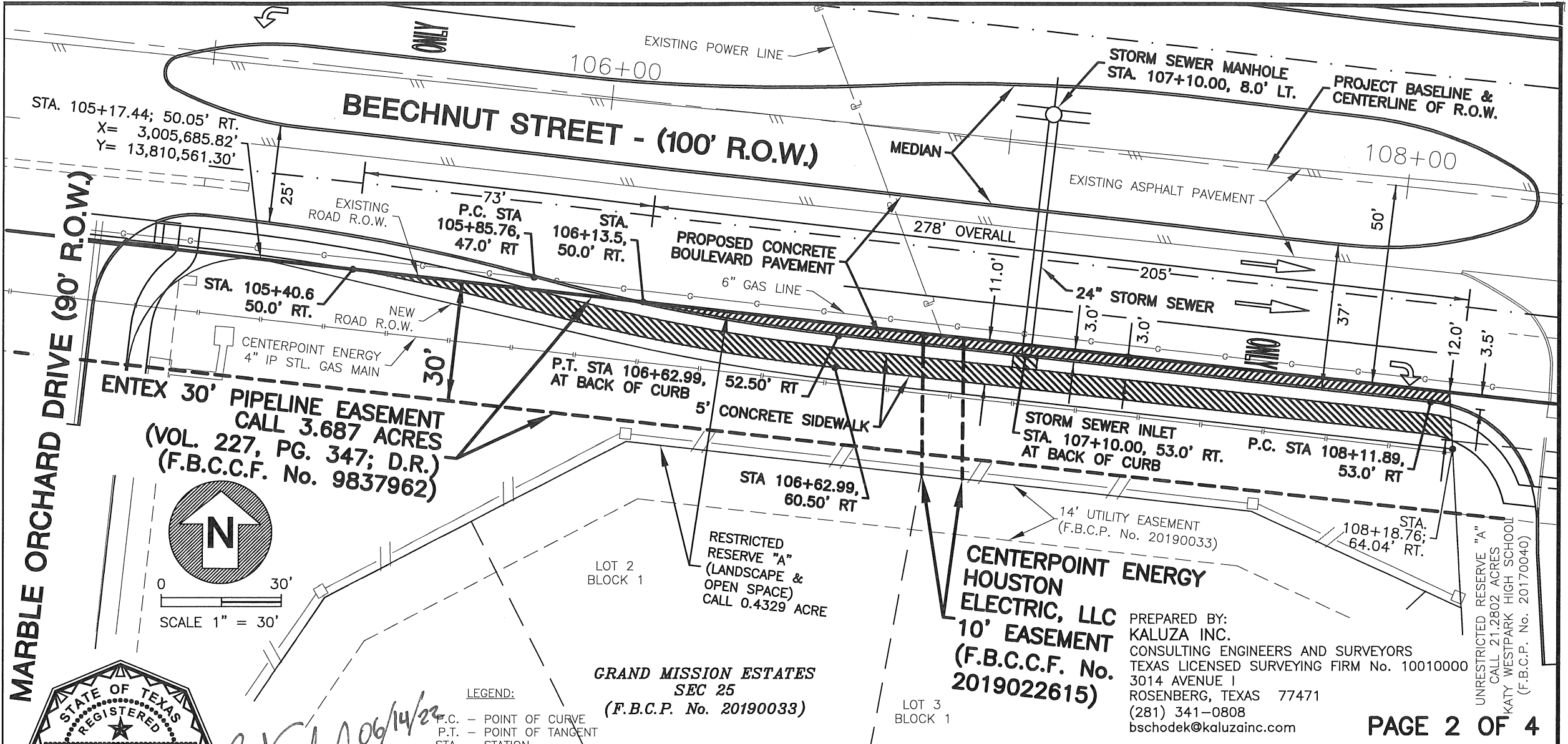
**FORT BEND COUNTY
TOTAL AREA OF ENCROACHMENT
FOR STREET RIGHT-OF-WAY
0.077 ACRES (WIDTH VARIES)**

<p>FORT BEND COUNTY, TEXAS JOHN FREDERICK SURVEY - ABSTRACT No. 171</p>	
<p>RECORD OWNER FORT BEND COUNTY</p>	<p>EXISTING PROPERTY DESCRIPTION 0.077 ACRE (BEECHNUT STREET TRACT 11; FORT BEND COUNTY CLERK'S FILE No. 2022066138) ON RESTRICTED RESERVE "A" OF GRAND MISSION ESTATES SEC 25 (FORT BEND COUNTY PLAT 20190033)</p>

REV. 1: JOB NO.	BY:	DATE:
EASEMENT: 30' ENTEX PIPELINE ESMT 10' CENTERPOINT ESMT	LAST PLOT DATE: 6/14/22	
COUNTY: FORT BEND DATE: JUNE 14, 2022 SCALE: 1"=60' FILE NO.	DRAWN BY: BLS MAP NO: JOB NO: CHECKED BY:	

**SKETCH No.
EXHIBIT "A"**





Brad Schodek 06/14/22

- LEGEND:**
- P.C. - POINT OF CURVE
 - P.T. - POINT OF TANGENT
 - STA. - STATION
 - LT. - LEFT
 - RT. - RIGHT

REV. 1: JOB NO.	BY:	DATE:
EASEMENT: 30' ENTEX PIPELINE ESMT 10' CENTERPOINT ESMT.	LAST PLOT DATE: 06/14/22	
COUNTY: FORT BEND DATE: JUNE 14, 2022 SCALE: 1"=30' FILE NO.	BOOK:	DRAWN BY: BLS MAP NO: JOB NO: CHECKED BY:

SKETCH No.
EXHIBIT "A"

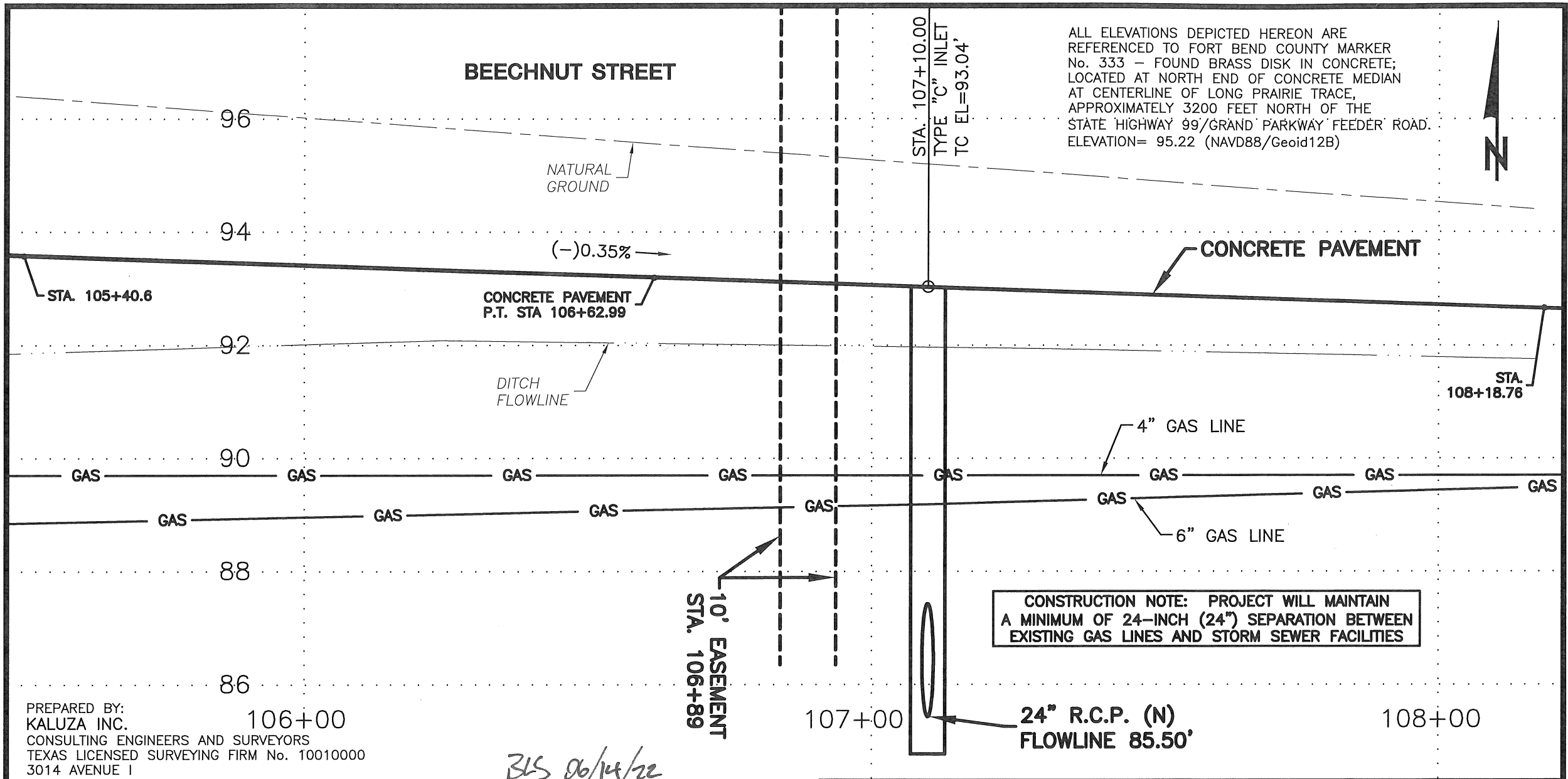
SKETCH SHOWING LOCATION OF PROPOSED NEW CONSTRUCTION WITHIN ENTEX 30' PIPELINE EASEMENT & CENTERPOINT ENERGY 10' EASEMENT ON BEECHNUT STREET TRACT No. 11 (0.077 ACRE; F.B.C.C.F. No. 2022066138) ON RESTRICTED RESERVE "A" OF GRAND MISSION ESTATES SEC 25.

CONCRETE CURB & GUTTER PAVEMENT: 205 LINEAR FEET (3.5' MAXIMUM WIDTH)
5' WIDE CONCRETE SIDEWALK: 278 LINEAR FEET
CONCRETE STORM SEWER INLET & 24" STORM SEWER LINE

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 bschodek@kaluzainc.com

BEECHNUT STREET

ALL ELEVATIONS DEPICTED HEREON ARE REFERENCED TO FORT BEND COUNTY MARKER No. 333 - FOUND BRASS DISK IN CONCRETE; LOCATED AT NORTH END OF CONCRETE MEDIAN AT CENTERLINE OF LONG PRAIRIE TRACE, APPROXIMATELY 3200 FEET NORTH OF THE STATE HIGHWAY 99/GRAND PARKWAY FEEDER ROAD. ELEVATION= 95.22 (NAVD88/Geoid12B)



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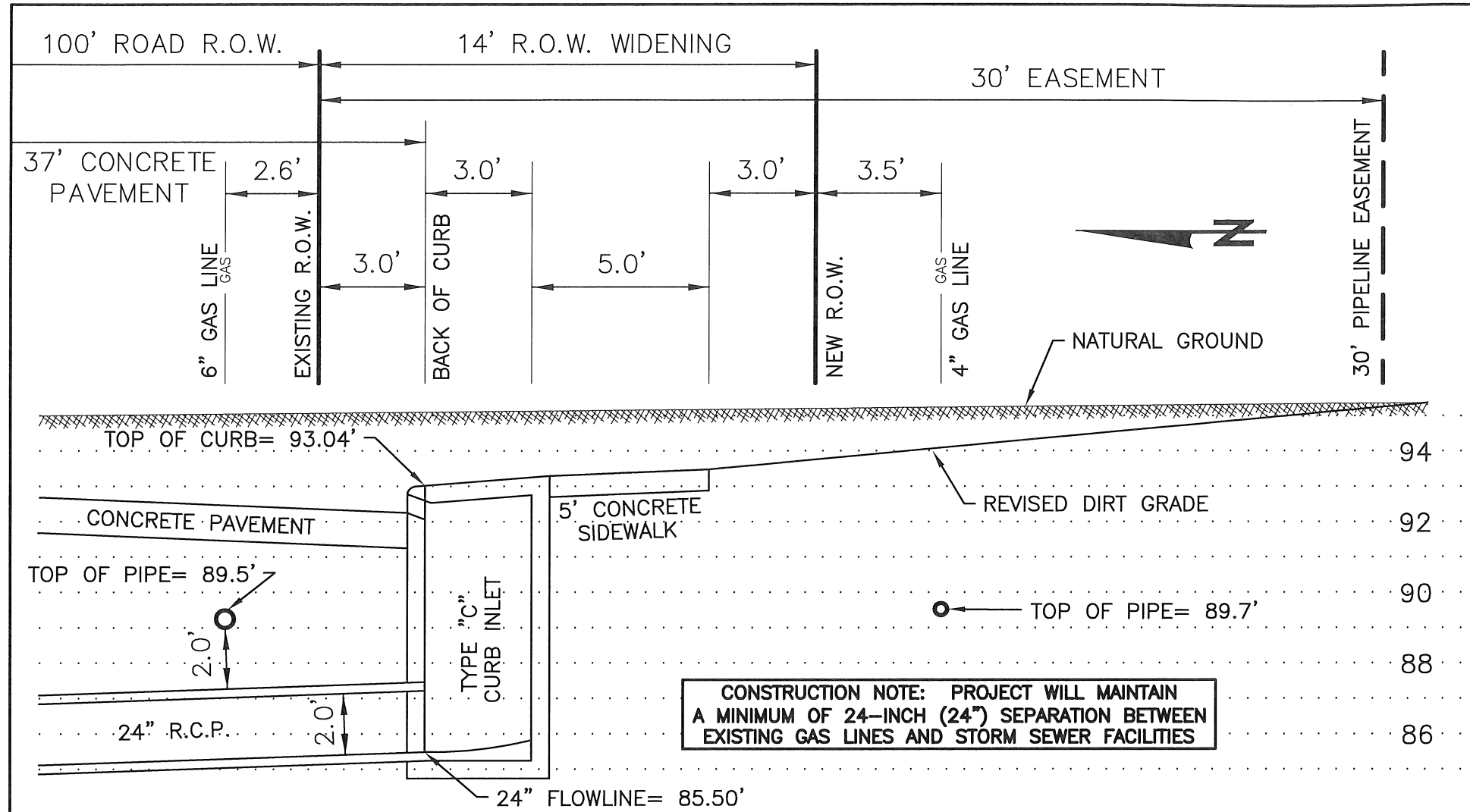
REV. 1: JOB NO.	BY:	DATE:
EASEMENT: 30' ENTEX PIPELINE ESMT 10' CENTERPOINT ESMT.	LAST PLOT DATE: 06/14/22	
COUNTY: FORT BEND	DRAWN BY: BLS	
DATE: JUNE 14, 2022	MAP NO:	
SCALE: 1"=20' HORIZONTAL/1"=2' VERTICAL	JOB NO:	
FILE NO.	BOOK:	CHECKED BY:

**SKETCH No.
 EXHIBIT "A"**

SKETCH SHOWING LOCATION OF PROPOSED NEW CONSTRUCTION WITHIN ENTEX 30' PIPELINE EASEMENT & CENTERPOINT ENERGY 10' EASEMENT ON BEECHNUT STREET TRACT No. 11 (0.077 ACRE; F.B.C.C.F. No. 2022066138) ON RESTRICTED RESERVE "A" OF GRAND MISSION ESTATES SEC 25.

PROFILE VIEW: STATION 105+40 TO 108+18

BEECHNUT STREET



CONSTRUCTION NOTE: PROJECT WILL MAINTAIN A MINIMUM OF 24-INCH (24") SEPARATION BETWEEN EXISTING GAS LINES AND STORM SEWER FACILITIES

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BLS 06/14/22

REV. 1: JOB NO.	BY:	DATE:
EASEMENT: 30' ENTEx PIPELINE ESMT	LAST PLOT DATE: 06/14/22	
10' CENTERPOINT ESMT.		
COUNTY: FORT BEND	DRAWN BY: BLS	
DATE: JUNE 14, 2022	MAP NO:	
SCALE: 1"=4' HORIZONTAL & VERTICAL	JOB NO:	
FILE NO.	BOOK:	CHECKED BY:

SKETCH No. EXHIBIT "A"

SKETCH SHOWING LOCATION OF PROPOSED NEW CONSTRUCTION WITHIN ENTEx 30' PIPELINE EASEMENT & CENTERPOINT ENERGY 10' EASEMENT ON BEECHNUT STREET TRACT No. 11 (0.077 ACRE; F.B.C.C.F. No. 2022066138) ON RESTRICTED RESERVE "A" OF GRAND MISSION ESTATES SEC 25.

STORM SEWER INLET PROFILE VIEW: STATION 107+10