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CONSENT TO ENCROACHMENT

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This Consent to Encroachment and Indemnity Agreement (this "Agreement") is made by and between FORT BEND COUNTY (hereinafter referred to as the "County"), whose address is 301 Jackson Street, Richmond, Fort Bend County, Texas 77469 and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 35, a body politic existing under the laws of the State of Texas (the "District"), whose address is 1300 Post Oak Boulevard, Suite 1400, Houston, Texas 77056.

WITNESSETH:

WHEREAS, Seven Meadows Community Association, Inc. is the owner of a parcel of land located at the northeast corner of the intersection of Fry Road and Gaston Road, Fort Bend County, Texas, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the above described property is subject to easements created by a plat or other document of record, which easements are more particularly described and depicted in Exhibit "B" attached hereto and incorporated herein for all purposes (the "Easements"), for the purpose, among others, of construction and maintenance of storm sewer and sanitary sewer lines across, over, along, upon and under the Easements, and in which Easements are located a storm sewer line and a sanitary sewer line and related appurtenances owned by the District; and

WHEREAS, the County proposes to construct improvements (including, without limitation, a traffic signal control box) within or encroaching upon the Easements, which encroachment is generally depicted on Exhibit "B" attached hereto and incorporated herein for all purposes (the "Improvements"); and

WHEREAS, the County has requested that the District give its consent for said encroachment, and the District is willing to do so on the terms and conditions hereinafter set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the District hereby consents to construction and/or maintenance by the County of the Improvements, which Improvements are now or will be an encroachment upon or within the Easement, subject to the terms hereof.

In consideration of the consent hereinabove granted by the District to the County for construction or continued existence of the Improvements within the Easement, the County hereby agrees to accept sole responsibility (as between the County and the District) for all claims

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CCM 5-1-12 #200
Fort Bend County Clerk
Return Admin Serv Coord

for injury to or death of any person or for damage to property arising out of or in any way connected with the erection and use of said Improvements within the Easement, or for any injuries, death or damages which would not have occurred but for the presence of said Improvements within the Easement, except where such injuries, death or damages are caused solely by the gross negligence or intentional acts of the District, its agents, employees, successors, or assigns.

The County agrees that if the District shall at any time in its sole reasonable discretion determine that it is necessary to do so for the purpose of properly maintaining its facilities within the Easements, the District shall be privileged, after providing forty-eight (48) hours prior notice to County, to remove or alter temporarily, during the course of any such maintenance, the Improvements, or any part thereof, at the County's cost and expense, and the District shall not be obligated in any manner to restore the Improvements so altered or removed, but that any restoration shall be made by the County at its cost and expense; provided, however, the District shall not be required to provide such advance notice to the County in an emergency situation. The District shall use all reasonable efforts to accommodate the County and minimize any damage or destruction of the Improvements. The County further agrees to pay the cost of all reasonable additional expenses incurred by the District in the proper maintenance and repair of its facilities, which additional expenses would not have occurred but for the presence of the Improvements within the Easements. . The County hereby further releases the District from any and all liability for loss or damage to the Improvements which may be caused by, result from or be related to the presence, leakage, structural failure or any other malfunctioning, or construction, reconstruction, repair, operation or maintenance of the District's facilities within the Easements.

The County further agrees that if the District shall at any time, because of the presence of the Improvements within the Easement, be ordered by any public authority having jurisdiction to remove or relocate its facilities, the District shall comply with such order at the County's sole cost, unless, the County alters or removes the Improvements to the satisfaction of such public authority upon reasonable notice to do so.

In the event the District or the County are required to retain legal counsel to enforce its rights and benefits herein, it shall be entitled to recover its reasonable attorneys' fees therefor.

This Agreement constitutes a covenant running with the land, and shall inure to the benefit of the above-named parties, their successors, assigns and grantees (including, without limitation, the successors, and assigns of District).

This Agreement may be executed in multiple counterparts, any one of which shall be deemed an original, and all of which taken together shall constitute one Agreement reflecting execution by all parties.

This Agreement is executed to be effective as of the 1 day of May, 2012.

FORT BEND COUNTY



Robert Hebert  
County Judge

Attest:

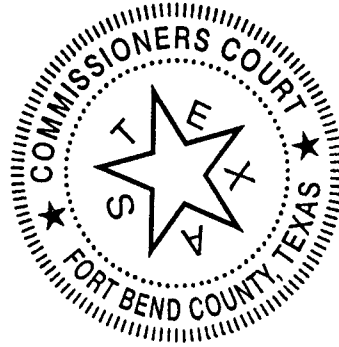


Dianne Wilson, County Clerk

APPROVED AS TO FORM



Mary E. Reveles,  
First Assistant County Attorney

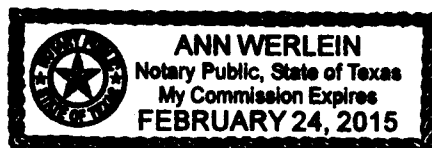


THE STATE OF TEXAS   §  
                                  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this   1   day of   May  , 2012,  
by Robert Hebert.

Ann Werlein  
Notary Public in and for  
the State of T E X A S

(SEAL)



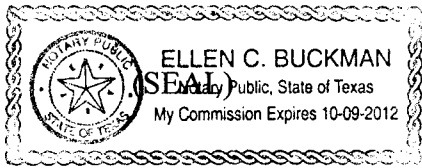
FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 35

By: Susan Ruske  
President, Board of Directors

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this 7<sup>th</sup> day of MARCH, 2012,  
by Susan Ruske, President of Fort Bend County Municipal Utility District No. 35, a political  
subdivision of the State of Texas, on behalf of said political subdivision.

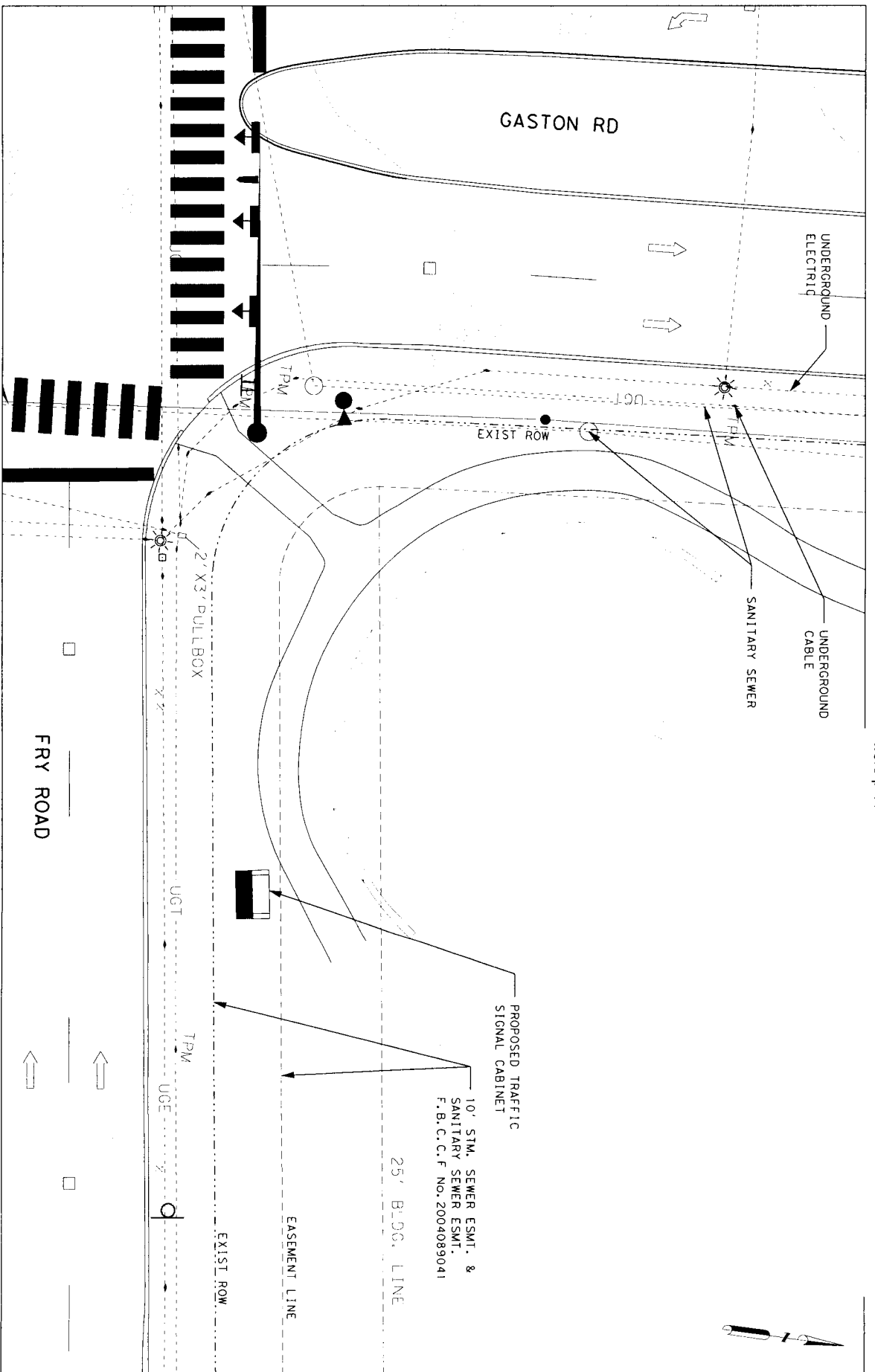
Ellen C. Buckman  
Notary Public in and for  
the State of T E X A S



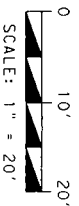
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RECORDER'S MEMORANDUM  
This page is not satisfactory for photographic recodation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



**EXHIBIT B**  
(MARCH 02, 2012)



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2012 May 07 02:49 PM

2012048407

RMM \$0.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS