

T166141

07/07/98
LLW

Job No. 097-118
File No. _____
County Harris
Map No. 5749

CONSENT TO ENCROACHMENT

Consent

THE STATE OF TEXAS)
COUNTY OF HARRIS)

07/28/98 200712176 T166141 520-05-3907 115.00

WHEREAS,
James F. Davis, Jr.
(hereinafter referred to as "Owner" whether one or more) is/are the Owner(s) of the property as referenced on the attached survey labeled as Exhibit "A" and also known as 2411 Golfcrest Dr..

WHEREAS, the above described property is subject to a dedicated public utility easement, or an easement created by an instrument in favor of Houston Lighting & Power Company, for the erection and maintenance of electric transmission, distribution or communication lines across, over, along, upon and under said property; and

WHEREAS, Owner has either constructed and/or maintains structures within or encroaching upon the area of said easement and has requested that Houston Lighting & Power Company give its consent to said encroachment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Houston Lighting & Power Company hereby consents to the construction and/or maintenance by Owner of the structure(s), which is/are illustrated on the attached certified survey labeled Exhibit "A".

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In consideration of the consent hereinabove granted by Houston Lighting & Power Company to Owner, and in consideration of the use of said portions of said easement area Owner obtains hereby, Owner hereby binds itself, its successors, assigns, agents, and licensees to indemnify and hold harmless Houston Lighting & Power Company, its successors and assigns, 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 structures 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 Houston Lighting & Power Company, its agents or employees. This indemnity shall not be applicable where the injury or damage is caused by the sole negligence of Houston Lighting & Power Company, its agents, or employees.

Owner further agrees for itself, its successors, assigns and grantees, that if Houston Lighting & Power Company, its successors and assigns, shall at any time in its sole discretion determine that it is necessary to do so for the purpose of properly maintaining its electrical facilities, it shall be privileged to remove or alter the structures, or any part thereof, and which Houston Lighting & Power Company agrees to restore as nearly as practical to their former condition, all at Owner's cost. Owner for itself, its successors, assigns and grantees, hereby releases Houston Lighting & Power Company, its successors and assigns, from any and all liability for damage caused to the structures by any such removal, alteration or restoration and further agrees to pay to Houston Lighting & Power Company, its successors and assigns, the cost of removing, altering or restoring such structures upon receipt of its billing therefor. Owner for itself, its successors, assigns and grantees, hereby further releases Houston Lighting & Power Company, its successors and assigns, from any and all liability for loss of or damage to such structures which may be caused by, result from or be related to the presence or

I.D. # 13303

520-05-3918

malfunctioning of its electric facilities and regardless of whether its negligence may contribute to such loss or damage.

Owner further agrees for itself, its successors, assigns and grantees, that if Houston Lighting & Power Company, its successors and assigns, shall at any time, and because of the presence of such structures within the area of said easement, be ordered by any public authority having jurisdiction to remove or relocate its electrical facilities, it shall be privileged to comply with such order at Owner's cost, unless Owner, its successors, assigns and grantees, shall alter or remove said structures to the satisfaction of such public authority upon reasonable notice to do so; and if such electrical facilities are removed or relocated by Houston Lighting & Power Company, its successors and assigns, Owner for itself, its successors, assigns and grantees, agrees to pay the cost thereof upon receipt of its billing therefor.

The exercise and enjoyment by Owner's successors, assigns and grantees of the rights and privileges to which Houston Lighting & Power Company 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 Houston Lighting & Power Company for itself, its successors and assigns, hereby reserves the right to require that any such successor, assign or grantee further signify in a recordable instrument, acceptance of such terms and conditions, and should any such successor, assign or grantee refuse upon written request 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 above named person(s), its successors, assigns and grantees, or any property other than the above described property.

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

EXECUTED this 8th day of July, 1998.

HOUSTON LIGHTING & POWER COMPANY
A DIVISION OF HOUSTON INDUSTRIES INC. *20*

By *Linsey L. Williams*
Linsey L. Williams
Right of Way Agent
Land & Right-of-Way Division

ACCEPTED and agreed to this

8th day of July, 1998.

James F. Davis, Jr.
James F. Davis, Jr.

Ret
H L & P
PO Box 1700
Houston TX 77251

Acknowledgement Block for Houston Lighting & Power Company's Use Only:

STATE OF TEXAS)
COUNTY OF HARRIS)

52C-05-3989

This instrument was acknowledged before me on July 8, 1998, by Linsey L. Williams, Right of Way Agent, Land & Right-of-Way Division of Houston Lighting & Power Company, a Texas corporation a Division of Houston Industries, Inc., on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of July, 1998.



Stephanie K. Wiggins
Notary Public in and for
The State of TEXAS

Acknowledgement Blocks for Individuals:

STATE OF TEXAS)
COUNTY OF Harris)

This instrument was acknowledged before me on this the 8th day of July, 1998, by James F. Davis, Jr.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of July, 1998.



Stephanie K. Wiggins
Notary Public in and for
The State of TEXAS
My Commission Expires 10/28/2001

STATE OF TEXAS)
COUNTY OF _____)

This instrument was acknowledged before me on this the _____ day of _____, 19____, by .

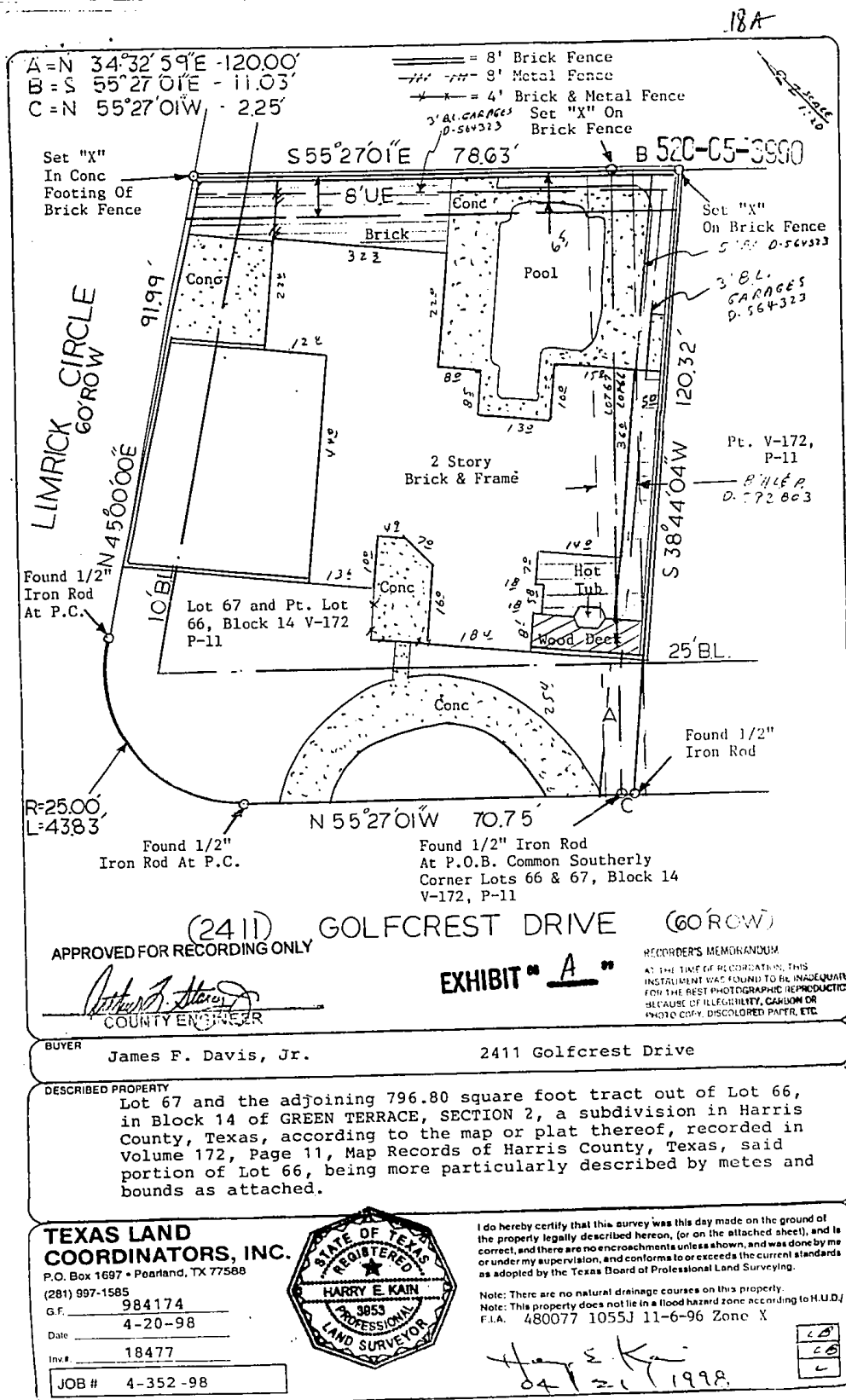
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 19____.

FILED FOR RECORD
8:00 AM

JUL 28 1998

Becky B. Freeman
County Clerk, Harris County, Texas

Notary Public in and for
The State of TEXAS
My Commission Expires _____



520-05-3991

EXHIBIT

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me, and was
DULY RECORDED, in the Official Public Records of Real Property of
Harris County Texas on

JUL 28 1998



Beverly B. Keenan
COUNTY CLERK
HARRIS COUNTY, TEXAS