



APPENDIX F

SAMPLE FORMAL AGREEMENT DOCUMENTS

IRREVOCABLE CONSENT TO ENCROACHMENT

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

WHEREAS, Jeff Paul Custom Villas, LTD (the "Applicant"), has heretofore constructed or proposes to construct a patio home and associated fencing on that certain tract of parcel of land described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, such patio home and associated fencing will encroach into an existing storm sewer, sanitary sewer and drainage easement situated along the south line of the Property, all as shown on the map or plat of The Village of Carlton Woods, Section 6, a Subdivision of Montgomery County, Texas, as shown on the map or plat thereof recorded at Cabinet Q, Sheet 173, of the Map Records of Montgomery County, Texas, (the "Easement"); and

WHEREAS, Montgomery County Municipal Utility District No. 46, of Montgomery County, Texas (the "District"), has constructed and installed or may hereafter construct or install works and facilities within the Easement and, from time to time, will be required to repair, reconstruct, relocate, enlarge and maintain same; and

WHEREAS, the Applicant has requested that the District consent to such proposed encroachments to the extent shown on Exhibit "A" hereto, and the District is agreeable to granting its consent to such encroachments subject to the terms and conditions set forth herein; and

WHEREAS, execution of this document by both the District and the Applicant shall constitute the District's consent to the aforementioned encroachments and the approval and agreement by the Applicant and its heirs, successors and assigns to the terms and conditions hereof;

NOW, THEREFORE, the District, subject to execution and delivery of this document by the Applicant, does hereby consent to the encroachments described in the preamble hereto. The Applicant and its heirs, executors or administrators, successors and assigns do hereby agree: (1) to release the District from any and all costs, expenses or liability resulting from damage to the Property or any improvements located thereon which arises directly or indirectly out of the existence, condition, repair, maintenance, reconstruction, removal, or other operations of the District, its agents, employees or representatives within the Easement, including, without limitation, any property damage, personal injury, death or other loss of lateral support, cavein, washout, leaks or otherwise; and (2) to indemnify and hold harmless the District over and above those costs and expenses which, in the absence of such encroachments, would normally have been incurred by the District in the repair, reconstruction, relocation, enlargement or maintenance of the existing works and facilities of the District situated within the Easement.

THE DISTRICT, IN GRANTING ITS CONSENT TO THE ENCROACHMENTS DESCRIBED HEREIN, MAKES NO WARRANTIES OF ANY KIND, AND SPECIFICALLY MAKES NO WARRANTIES OF USE OR OF TITLE, GENERAL, SPECIAL OR OTHERWISE.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2007.

MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT No. 46, of
Montgomery County, Texas

By: _____
President, Board of Directors

Attest: _____
Secretary, Board of Directors

ACCEPTED: Jeff Paul Custom Villas, LTD.

(Applicant)

(Title) (Date)

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____, of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 46, of Montgomery County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said District and that he/she executed the same as the act of such District for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2007.

(NOTARY SEAL)

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared

_____,
known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that the same was their act and that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2007.

(NOTARY SEAL)

Notary Public in and for the State of Texas

My Commission Expires: _____