

STANDARD UTILITY AGREEMENT

Utility: **CenterPoint Energy Houston Electric, LLC**
County: Fort Bend
Project Limits: FM 762/Crabb River Road from Rabbs Bayou to
South of Lamar Consolidated ISD Complex
Project No: CSJs 1415-03-010 & 0543-03-067
Highway: FM 762

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and CenterPoint Energy Houston Electric, LLC ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of overhead distribution assets into a predesignated corridor; according to the following schedule:

Start Date – Work shall commence within ninety (90) working days after the execution of this agreement by both parties, right of way is acquired, staked and cleared in a contiguous fashion, and all agreements are in place.

Completion Date - Work shall be completed within (7) days after the Start Date unless otherwise provided herein.

and more specifically shown in **Utility's** Plans and Specifications, Estimated Costs, Schedule and Property Interest which are attached hereto as Exhibits "A," "B" "C" and "D."


WHEREAS, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the County wishes to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under such subchapter.


WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Utility** to govern the terms for participation in the costs of the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** one hundred percent (100%) of the documented actual costs incurred for relocation of Utility in right of way by permit as specifically documented in *Exhibit "B" Cost Estimate Summary* for adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.


Date 12/5/17
Fort Bend County


Initial Date 11-17-17
CenterPoint Energy

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 180 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to commence and perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated Completion Date. The Completion Date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events including inclement weather that causes unsuitable ground conditions or other restraints, interference by the **County** or any other entity with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

However, for any failure by **Utility** to conclude said adjustment, removal, or relocation by the Completion Date not caused by events outside **Utility's** control, the **County** may elect to impose a penalty equal to the lesser of: (1) a reduction to the reimbursement to **Utility** of one percent (1%) each day delayed; or (2) the cost to relocate the facility at the sole cost and expense of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement. Satisfactory completion shall be defined as the **Utility's** completion of the relocation in accordance with Utility Plans and Specifications.

Unless an item below is stricken and initialed by the **County** and **Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans & Specifications (Attachment "A");
3. Utility Construction Cost Estimate (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Property Interest (Attachment "D").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**. However, the **County** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The **Utility** acknowledges to and for the benefit of the **County** and State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds and as such, requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the **Utility** pursuant to this Agreement.

Date
Fort Bend County

JAB
Initial
CenterPoint Energy

11-17-17
Date

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that Fort Bend County, Texas makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: CenterPoint Energy Houston Electric, LLC
Name of Utility


By: 
Authorized Signature

Jesus A. Guerra
Print or Type Name

Title: Electric Facilities Progs and SVCS Manager

Date: 11-17-17

 12/5/17
Date
Fort Bend County

 11-17-17
Initial Date
CenterPoint Energy

EXECUTION RECOMMENDED:

COUNTY

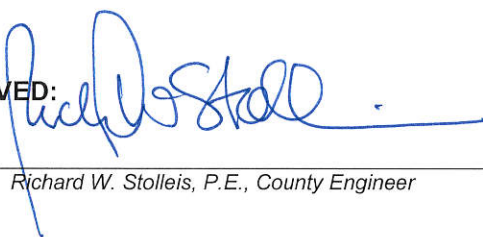
By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED:


By: _____
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:


By: _____
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor


 12/5/17
Date
Fort Bend County


 11-17-17
Initial Date
CenterPoint Energy

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
UTILITY AGREEMENT- CRABB RIVER ROAD/FM 762
RABBS BAYOU to SOUTH of LAMAR CONSOLIDATED ISD COMPLEX
CCSJ NUMBER 1415-03-010 & 0543-03-067

EXHIBIT A

PLANS AND SPECIFICATIONS


12/5/17
Date
Fort Bend County


11-17-17
Date
CenterPoint Energy

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
UTILITY AGREEMENT- CRABB RIVER ROAD/FM 762
RABBS BAYOU to SOUTH of LAMAR CONSOLIDATED ISD COMPLEX
CCSJ NUMBER 1415-03-010 & 0543-03-067

EXHIBIT A

PLANS AND SPECIFICATIONS (CONTINUED)

SCOPE OF WORK

Work Order 77280269:

FM 2759 (STA #186+00) – Remove one 50'/3 pole and guywire (STA #186) in a Centerpoint easement. Install one 55'/2 pole and guywire.

FM 2759 (STA #190+00) – Remove one 55'/3 pole and guywire (STA #189+75) in a Centerpoint easement. Install one 55'/2 pole and guywire.

FM 762 - 400' north of the intersection with Bridlewood Drive (STA #210+10) – Remove one 55'/2 pole and guywire (STA #210+10) in a Centerpoint easement. Install one 55'/2 pole and guywire to re-dead-end the line.

FM 762 (STA #234+30) – Remove one 55'/3 pole and guywire in a Centerpoint easement. Install one 55'/2 pole (STA #234+30).


FM 762 (STA #239+20) – Remove one 50'/3 pole and guywire in a Centerpoint easement. Install one 50'/2 pole and guywire (STA #239+20).

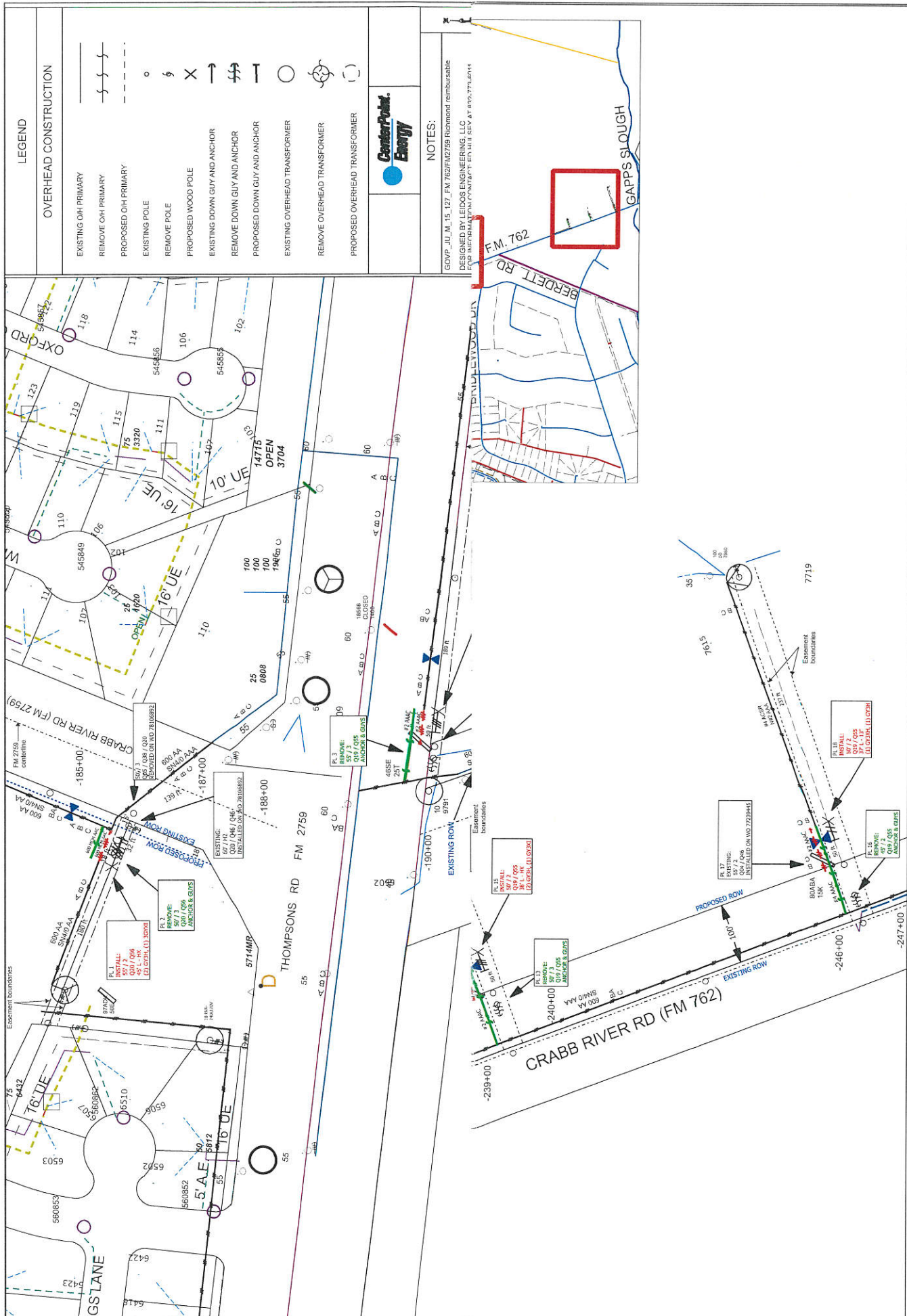
FM 762 (STA #246+10) – Remove one 45'/2 pole and guywire (STA #) in a Centerpoint easement. Install one 50'/2 pole and guywire (STA #246+10).

Work Order 77239601:

FM 762 (STA #251+20 – 254+10) – Re-route a distribution line due to a detention pond. The work consists of the removal of three 55'/4 poles in a Centerpoint easement and the installation of eight 55'/2 poles along the new ROW.


Date 12/5/17
Fort Bend County

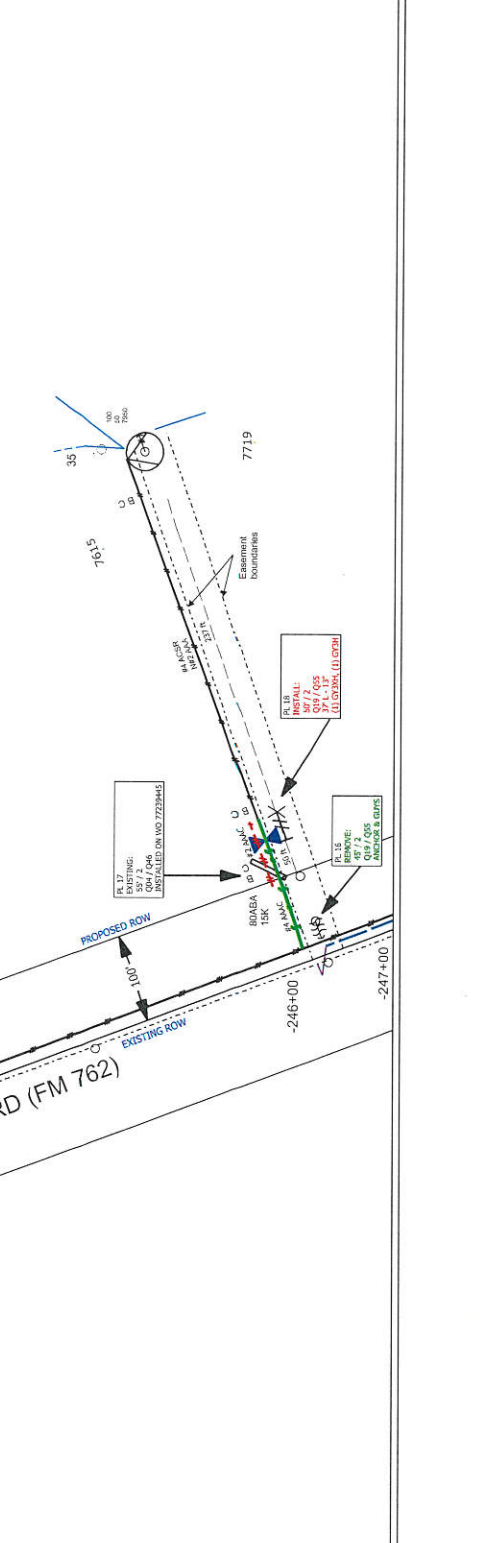
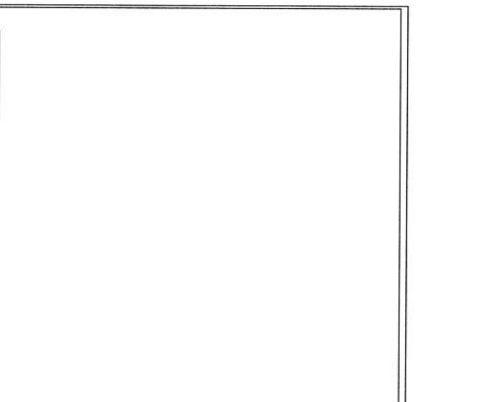

Date 11-17-17
CenterPoint Energy

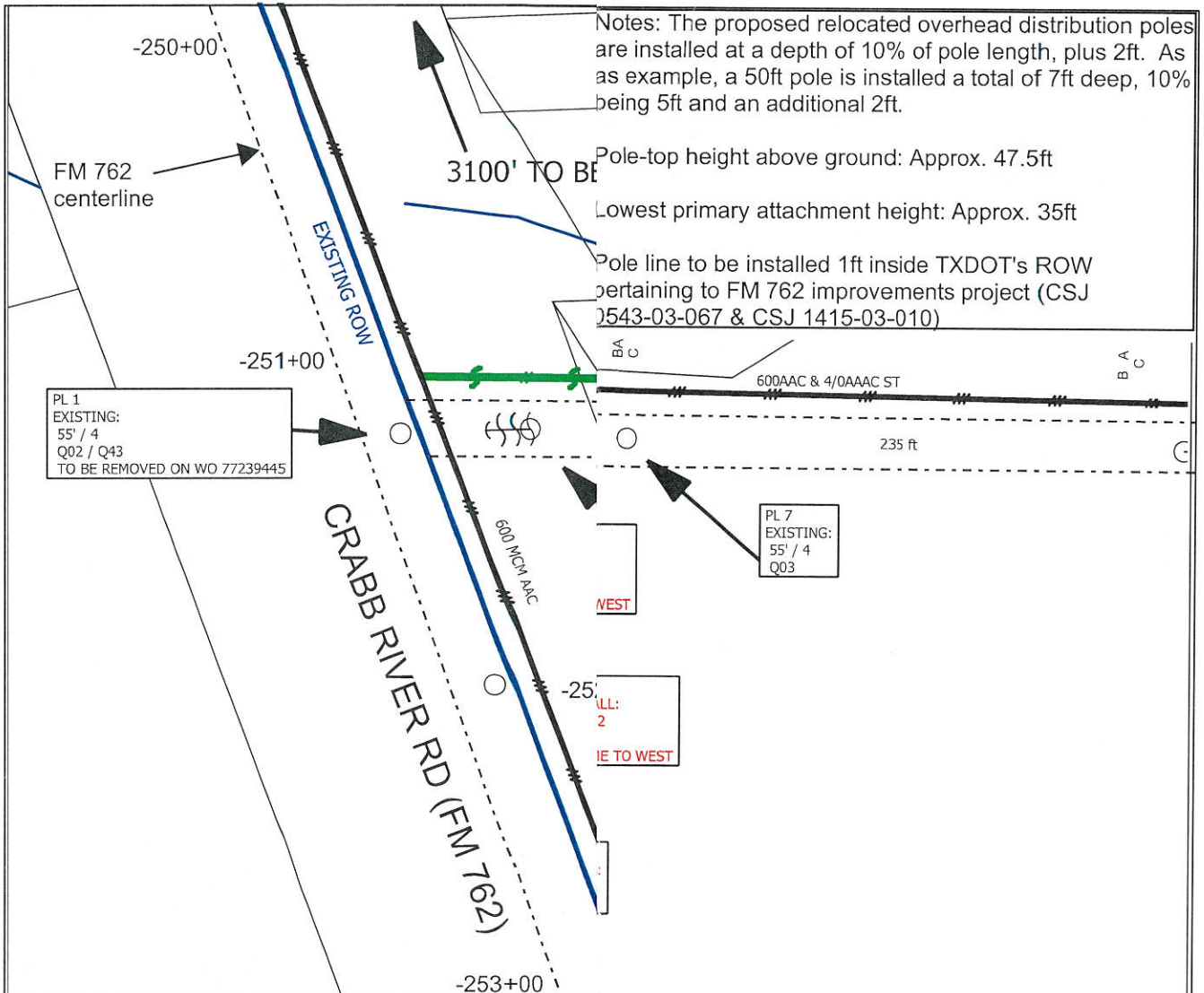


LEGEND	
—	EXISTING OH PRIMARY
- - -	REMOVE OH PRIMARY
- - -	PROPOSED OH PRIMARY
○	EXISTING POLE
⊗	REMOVE POLE
→	PROPOSED WOOD POLE
↗	EXISTING DOWN GUY AND ANCHOR
↘	REMOVE DOWN GUY AND ANCHOR
↖	PROPOSED DOWN GUY AND ANCHOR
○	EXISTING OVERHEAD TRANSFORMER
⊗	REMOVE OVERHEAD TRANSFORMER
○	PROPOSED OVERHEAD TRANSFORMER



NOTES:
 GOVP_JU.M. 15.127_FM 762/FM 2759 Richmond reimbursable
 DESIGNED BY LEIDOS ENGINEERING, LLC
 FOR INFORMATION CONTACT: ENR.HI@SEV AT 813.273.6111





Notes: The proposed relocated overhead distribution poles are installed at a depth of 10% of pole length, plus 2ft. As an example, a 50ft pole is installed a total of 7ft deep, 10% being 5ft and an additional 2ft.

Pole-top height above ground: Approx. 47.5ft

Lowest primary attachment height: Approx. 35ft

Pole line to be installed 1ft inside TXDOT's ROW pertaining to FM 762 improvements project (CSJ 0543-03-067 & CSJ 1415-03-010)

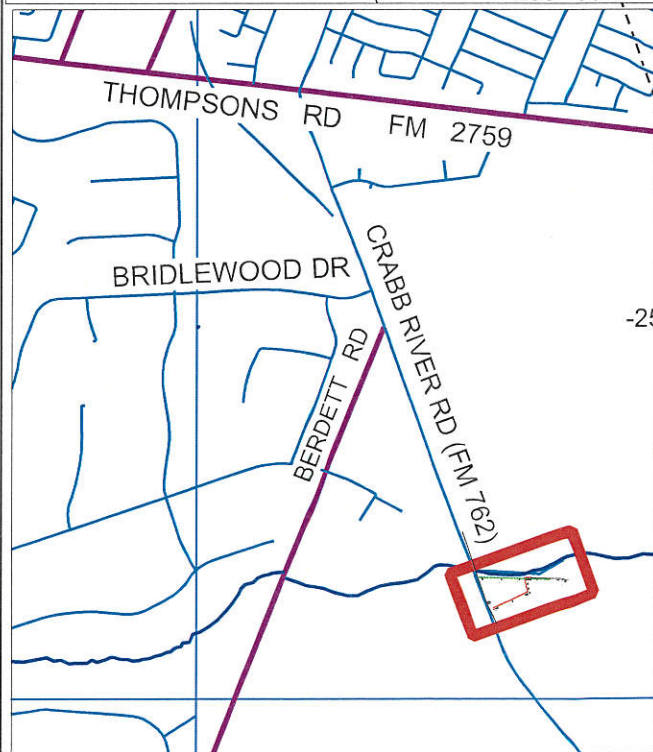
PL 1
EXISTING:
55' / 4
Q02 / Q43
TO BE REMOVED ON WO 77239445

PL 7
EXISTING:
55' / 4
Q03

WEST

ALL: 2

IE TO WEST



ROAD UNLESS OTHERWISE NOTED *

REQUIRED PRIOR TO STAKING/CONSTRUCTION *

ED *

ENERGY

762

269, 78106750, AND 78106892

-25

6011




ORDER TYPE	MAINT ACCT TYPE
HDC2	92
GLN	FUNCTIONAL LOCATION
464720	DIS-014884-OVH
MOBILE NUMBER	CIRCUIT ID NUMBER
713-730-7817	CRB42
FIELD COMPLETION DATE	SCALE: 1" = 70'
	GIS PRI: (1) 2 3 4 5

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
UTILITY AGREEMENT- CRABB RIVER ROAD/FM 762
RABBS BAYOU to SOUTH of LAMAR CONSOLIDATED ISD COMPLEX
CCSJ NUMBER 1415-03-010 & 0543-03-067
RCSJ NUMBER

EXHIBIT B

CONSTRUCTION COST ESTIMATE


12/5/17
Date
Fort Bend County


11-17-17
Date
CenterPoint Energy

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION RELOCATION
 FM 762/FM 2759 on CRABB RIVER ROAD -S of SANSBURY to S of LCISD SCHOOL
 CCSJ NUMBER 1445-03-010; 0543-03-067
 ESTIMATE SUMMARY

Work Order	Materials	Stores Overhead Expenses	Contractor Expense	Construction Overhead	TOTAL
77280269	\$ 9,293.00	\$ 1,393.95	\$ 10,710.00	\$ 3,209.54	\$ 24,606.49
77239601	\$ 13,064.00	\$ 1,959.60	\$ 13,265.00	\$ 4,243.29	\$ 32,531.89
TOTAL	\$ 22,357.00	\$ 3,353.55	\$ 23,975.00	\$ 7,452.83	\$ 57,138.38

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION RELOCATION
 FM 762/FM 2759 on CRABB RIVER ROAD -S of SANSBURY to S of LCISD SCHOOL
 CCSJ NUMBER 1415-03-010; 0543-03-067
 WORK ORDER 77280269 ESTIMATE

Description	QTY	UNIT	COST	SUB TOTAL	TOTAL
Materials					
ANCHOR,SCREW MULTI HELIX, 7'	4	EA	\$ 118.00	\$ 472.00	
ANCHOR,SCREW,14" DIA,8' LONG,T	1	EA	\$ 72.00	\$ 72.00	
BOLT,SQ-HEAD, 5/8"X12",C135.1,	37	EA	\$ 1.03	\$ 38.00	
BOLT,SQ-HEAD,5/8"X14",C135.1 W	18	EA	\$ 1.17	\$ 21.00	
BOLT,STUD,3/4"X3&11/16" W/1HX	14	EA	\$ 2.57	\$ 36.00	
BOLT,STUD,3/4"X5&13/16" TO 6	6	EA	\$ 4.00	\$ 24.00	
BRACKET,DOWN LEAD 18" LENGTH	14	EA	\$ 12.36	\$ 173.00	
BRACKET,INSULATOR POST 35KV(TU	3	EA	\$ 24.33	\$ 73.00	
BRACKET,VERTCL 24",PIN OR POS	9	EA	\$ 101.11	\$ 910.00	
BRACKET,VERTICAL,POST INSLTR 1	2	EA	\$ 30.00	\$ 60.00	
CLAMP, # 2 DE SHOE	15	EA	\$ 5.80	\$ 87.00	
*CROSSARM, D.E., GALV, 6' LONG	3	EA	\$ 165.00	\$ 495.00	
GUARD, GUY 8' LENGTH, PLASTIC	5	EA	\$ 4.40	\$ 22.00	
Helix Eye, ASSMBLY,TRIPLEYE GU	4	EA	\$ 24.25	\$ 97.00	
INSLTR, PIN,1" HOLE,F-NECK,ANS	2	EA	\$ 4.50	\$ 9.00	
INSLTR, PORC, POST, 57-2, F-NE	20	EA	\$ 16.90	\$ 338.00	
INSULATOR, GUY STRAIN, 15000LB	46	EA	\$ 14.78	\$ 680.00	
INSULATOR, GUY, 21000 LB	14	EA	\$ 43.86	\$ 614.00	
INSULATOR,35KV,DEADEND,POLYMER	14	EA	\$ 13.86	\$ 194.00	
PIN, POLE TOP, 1" HEAD, 18" LO	3	EA	\$ 5.67	\$ 17.00	
POLE EYE PLATE/GUY HOOK COMBIN	14	EA	\$ 4.79	\$ 67.00	
POLE,WOOD,50',CLASS 2,PINE,CRE	2	EA	\$ 593.50	\$ 1,187.00	
POLE,WOOD,55',CLASS 2,PINE,CRE	4	EA	\$ 694.50	\$ 2,778.00	
ROD,EXTNSN 1&1/2"SQX5'	4	EA	\$ 46.75	\$ 187.00	
STRAIN CLAMP, 600AAC, STRGHT L	3	EA	\$ 11.00	\$ 33.00	
STRAIN CLAMP,4/0-336AAC,STRGHT	1	EA	\$ 8.00	\$ 8.00	
TIE,SIDE LINE INSULATOR,#2AAAC	3	EA	\$ 2.33	\$ 7.00	
TIE, TOP FOR F NECK INSLTRAA	1	EA	\$ 2.00	\$ 2.00	
WASHER,SPRING,3/4"	53	EA	\$ 1.81	\$ 96.00	
WIRE, 2 AAAC,0.316"	73.6	LB	\$ 1.81	\$ 133.00	
WIRE,#4 COPPER CLAD/COPPERWELD	10.5	LB	\$ 4.10	\$ 43.00	
WIRE,4/0 AAAC	15.6	LB	\$ 1.60	\$ 25.00	
WIRE,600MCM AAC,MEADOWSWEET,0.	113.4	LB	\$ 1.54	\$ 175.00	
WIRE,GUY,GALV STEEL,3/8",7 STR	600	FT	\$ 0.20	\$ 120.00	
TOTAL MATERIALS					\$ 9,293.00
STORES OVERHEAD EXPENSE	0.15	%	\$ 9,293.00	\$ 1,393.95	\$ 1,393.95
(See Attached Allocation Formulas)					
CONTRACTOR EXPENSE - LABOR	131.5	HR	\$ 70.00	\$ 9,205.00	\$ 9,205.00

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION RELOCATION
 FM 762/FM 2759 on CRABB RIVER ROAD -S of SANSBURY to S of LCISD SCHOOL
 CCSJ NUMBER 1415-03-010; 0543-03-067
 WORK ORDER 77280269 ESTIMATE

Description	QTY	UNIT	COST	SUB TOTAL	TOTAL
CONTRACTOR EXPENSE - TECHNICAL SERVICES	21.5	HR	\$ 70.00	\$ 1,505.00	\$ 1,505.00
CONSTRUCTION OVERHEAD EXPENSE (See Attached Allocation Formulas)	0.15	%	\$ 21,396.95	\$ 3,209.54	\$ 3,209.54

WORK ORDER 77280269 ESTIMATE TOTALS

\$ 24,606.49

* Materials indicated with asterisk (*) are to be "Buy America" compliant

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION RELOCATION
 FM 762/FM 2759 on CRABB RIVER ROAD -S of SANSBURY to S of LCISD SCHOOL
 CCSJ NUMBER 1415-03-010; 0543-03-067
 WORK ORDER 77239601 ESTIMATE

Description	QTY	UNIT	COST	SUB TOTAL	TOTAL
Materials					
ANCHOR,SCREW MULTI HELIX, 7'	3	EA	\$ 118.00	\$ 354.00	
BOLT,SQ-HEAD, 5/8"X12",C135.1,	56	EA	\$ 1.04	\$ 58.00	
BOLT,SQ-HEAD,5/8"X14",C135.1 W	32	EA	\$ 1.16	\$ 37.00	
BOLT,STUD,3/4"X3&11/16" W/1HX	27	EA	\$ 2.59	\$ 70.00	
BOLT,STUD,3/4"X5&13/16" TO 6	2	EA	\$ 4.00	\$ 8.00	
BRACKET,DOWN LEAD 18" LENGTH	21	EA	\$ 12.38	\$ 260.00	
BRACKET,INSULATOR POST 35KV(TU	9	EA	\$ 24.22	\$ 218.00	
BRACKET,SNGL POST INSLTR	2	EA	\$ 16.00	\$ 32.00	
BRACKET,VERTCL 24",PIN OR POS	18	EA	\$ 101.11	\$ 1,820.00	
BRACKET,VERTCL 30",PIN OR POS	1	EA	\$ 153.00	\$ 153.00	
GUARD, GUY 8' LENGTH, PLASTIC	3	EA	\$ 4.33	\$ 13.00	
Helix Eye, ASSMBLY,TRIPLEYE GU	3	EA	\$ 24.33	\$ 73.00	
INSLTR, PIN,1" HOLE,F-NECK,ANS	4	EA	\$ 4.50	\$ 18.00	
INSLTR, PORC, POST, 57-2, F-NE	29	EA	\$ 16.90	\$ 490.00	
INSULATOR, GUY STRAIN, 15000LB	30	EA	\$ 14.77	\$ 443.00	
INSULATOR, GUY, 21000 LB	9	EA	\$ 43.89	\$ 395.00	
INSULATOR,35KV,DEADEND,POLYMER	9	EA	\$ 13.89	\$ 125.00	
PIN, POLE TOP, 1" HEAD, 18" LO	5	EA	\$ 5.60	\$ 28.00	
POLE EYE PLATE/GUY HOOK COMBIN	9	EA	\$ 4.78	\$ 43.00	
POLE,WOOD,55',CLASS 2,PINE,CRE	8	EA	\$ 694.38	\$ 5,555.00	
ROD,EXTNSN 1&1/2"SQX5'	3	EA	\$ 47.00	\$ 141.00	
SIDE TIE "F" NECK 600AAC CNDCT	15	EA	\$ 2.87	\$ 43.00	
STRAIN CLAMP, 600AAC, STRGHT L	9	EA	\$ 10.89	\$ 98.00	
STRAIN CLAMP,4/0-336AAC,STRGHT	3	EA	\$ 8.00	\$ 24.00	
TIE,SIDE LINE INSULATOR #4/OAA	2	EA	\$ 3.00	\$ 6.00	
TIE,TOP LINE INSULATOR #4/OAAA	3	EA	\$ 2.67	\$ 8.00	
WASHER,SPRING,3/4"	88	EA	\$ 1.81	\$ 159.00	
WIRE, 2 AAAC,0.316"	21	LB	\$ 1.81	\$ 38.00	
WIRE,#4 COPPER CLAD/COPPERWELD	13.5	LB	\$ 4.07	\$ 55.00	
WIRE,4/0 AAAC	173.7	LB	\$ 1.58	\$ 274.00	
WIRE,600MCM AAC,MEADOWSWEET,0.	1265.1	LB	\$ 1.54	\$ 1,948.00	
WIRE,GUY,GALV STEEL,3/8",7 STR	384	FT	\$ 0.20	\$ 77.00	
TOTAL MATERIALS					\$ 13,064.00
STORES OVERHEAD EXPENSE (See Attached Allocation Formulas)	0.15	%	\$ 13,064.00	\$ 1,959.60	\$ 1,959.60
CONTRACTOR EXPENSE - LABOR	168	HR	\$ 70.00	\$ 11,760.00	\$ 11,760.00
CONTRACTOR EXPENSE - TECHNICAL SERVICES	21.5	HR	\$ 70.00	\$ 1,505.00	\$ 1,505.00
CONSTRUCTION OVERHEAD EXPENSE	0.15	%	\$ 28,288.60	\$ 4,243.29	\$ 4,243.29

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
OVERHEAD DISTRIBUTION RELOCATION
FM 762/FM 2759 on CRABB RIVER ROAD -S of SANSBURY to S of LCISD SCHOOL
CCSJ NUMBER 1415-03-010; 0543-03-067
WORK ORDER 77239601 ESTIMATE

<u>Description</u>	<u>QTY</u>	<u>UNIT</u>	<u>COST</u>	<u>SUB TOTAL</u>	<u>TOTAL</u>
(See Attached Allocation Formulas)					
<u>WORK ORDER 77239601 ESTIMATE TOTALS</u>					<u>\$ 32,531.89</u>

* Materials indicated with asterisk (*) are to be "Buy America" compliant

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
UTILITY AGREEMENT- CRABB RIVER ROAD/FM 762
RABBS BAYOU to SOUTH of LAMAR CONSOLIDATED ISD COMPLEX
CCSJ NUMBER 1415-03-010 & 0543-03-067

Buy America Provisions Statement

* Materials indicated with asterisk (*) are to be "Buy America" compliant. Otherwise, materials with no asterisk are exempt from "Buy America" provisions.

Utility agrees to comply with the final version of the Federal Highway Administration's Buy America Guidelines, as detailed in 23 U.S.C. § 313 and 23 CFR 635.410 effective January 1, 2014, for all utility work performed and accomplished in furtherance of this agreement.

gas 11-17-17
Initial Date
Utility

Initial Date
FBC

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
UTILITY AGREEMENT- CRABB RIVER ROAD/FM 762
RABBS BAYOU to SOUTH of LAMAR CONSOLIDATED ISD COMPLEX
CCSJ NUMBER 1415-03-010 & 0543-03-067

EXHIBIT C

SCHEDULE OF WORK AND ESTIMATED DATE OF
COMPLETION

Estimated Start Date:

Construction to begin within 90 working days once the proposed ROW is acquired, staked and cleared, but not before the date of the Utility Agreement approval and formal notification to commence construction. If the Agreement is executed and all ROW is staked and cleared by December 11th, 2017, then the proposed construction start date is February 12th, 2018. This date is contingent upon a formal notice to commence construction by December 11th 2017 and is barring all events that would hinder a steady work pace including but not limited to catastrophic events that require emergency CNP response action and/or other restraints caused by regular inclement weather.

Estimated Duration:

Mobilization to clean-up and weather permitting, duration will be 7 business days after start date.

Estimated Completion:

Actual completion date is contingent upon the date of the Utility Agreement approval and formal notification to commence construction. The estimated construction completion date for this project is February 21st, 2018.

Date
Fort Bend County

JAS 11-17-17
Initial Date
CenterPoint Energy

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
UTILITY AGREEMENT- CRABB RIVER ROAD/FM 762
RABBS BAYOU to SOUTH of LAMAR CONSOLIDATED ISD COMPLEX
CCSJ NUMBER 1415-03-010 & 0543-03-067

EXHIBIT D

PROPERTY INTEREST

Date
Fort Bend County

Initial _____
CenterPoint Energy Date

64



Job 48754727B-1
Map 4647C
S/C Fort Bend

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.

EASEMENT

STATE OF TEXAS }
COUNTY OF FORT BEND }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Lamar Consolidated Independent School District, a political subdivision of the State of Texas, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, its successors and assigns, all or in part, an easement (hereinafter referred to as the "Easement Area", whether one or more) for electric distribution and communication facilities (hereinafter referred to as "Facilities") consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood; metal or other materials, props and guys, located within the following described lands owned by Grantor, to wit:

Restricted Reserves "A" and "B" in Block 1 of Lamar C.I.S.D. George Ranch High School, a subdivision located in the Wiley Martin League, Abstract No. 56, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20080195 of the Plat Records of said County and State.

MLM

Job 48754727B-1
Map 4647C
S/C Fort Bend

The Easement Area herein granted is described as follows:

An easement ten (10) feet wide, the location of the centerline of which is shown by the dot-dash symbol on Sketch No. 09-031 (revised March 5, 2009), hereto attached and made a part hereof, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easement.

Grantor or its successors or assigns 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.

To the extent that such Laws and Codes apply to Grantor, its successors or assigns, Grantor or its successors or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when Easement Area falls within Residential Developments.

Notwithstanding the description of the Easement Area set forth in the exhibits, the parties intend that the Easement Area granted herein shall run to the edge of Grantor's property so that the exteriors of all ground or aerial easements herein granted are to intersect with the exteriors of all adjoining easements and/or property lines without any gaps in the property granted.

Job 48754727B-1
Map 4647C
S/C Fort Bend

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and land immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

Job 48754727B-1
Map 4647C
S/C Fort Bend

EXECUTED this 16th day of April, 2009.

Lamar Consolidated Independent School District,
a political subdivision of the State of Texas

BY: _____
Signature

Michael Richard
Name typed or printed

Board President
Title

STATE OF TEXAS }

COUNTY OF Fort Bend

This instrument was acknowledged before me on April 16, 2009, by Michael Richard, Board President of Lamar Consolidated Independent School District, a political subdivision of the State of Texas, on behalf of said district.

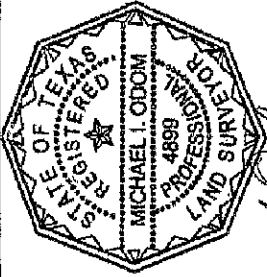


Karen Vacek
Notary's Signature

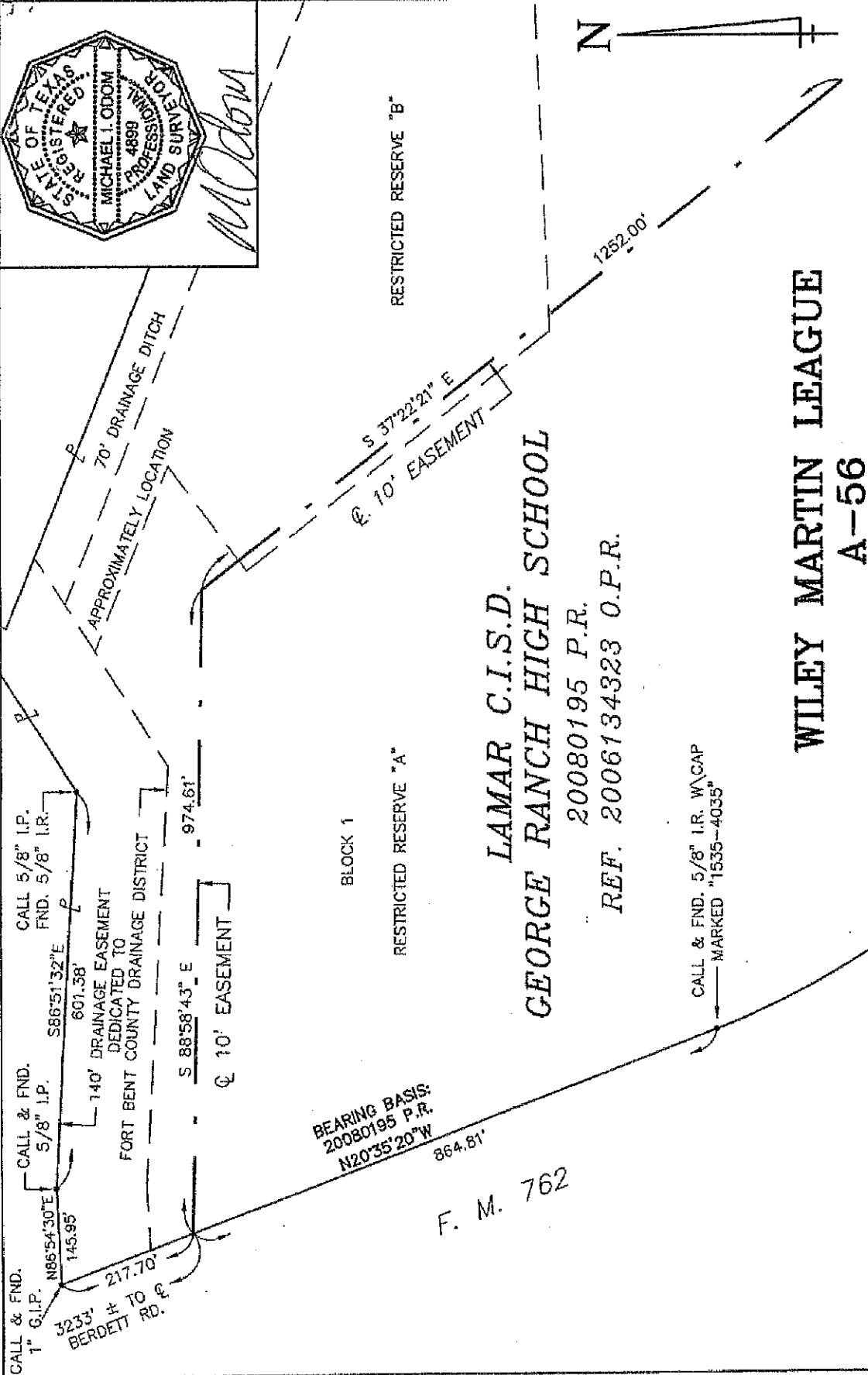
Karen Vacek
Name typed or printed

10/06/2012
Commission Expires

AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700



M. Odum



REV.1:JOB NO. 48754727B	BY: GDW	DATE: 03-05-09	REV.2:JOB NO.	DATE:
EASEMENT - UNOBSTRUCTED				
COUNTY: FORT BEND	LAST PLOT DATE: 03-05-2009			
DATE: JANUARY 14, 2009	DRAWN BY: GDW			
SCALE: 1" = 200'	MAP NO: 4647 C4			
FILE NO. - BOOK: 2008	JOB NO: 48754727			
	CHECKED BY: MIO			
CenterPoint Energy			SURVEYING & MAPPING	
			P.O. Box 1700 Houston, TX 77251-1700	
			(713) 207-7777	
			SKETCH NO. 09-031	



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2009 May 22 10:26 AM

2009050499

CAK \$27.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

11g



Job 49499456-1
Map 4647B
S/C Fort Bend

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.

**SHORT FORM BLANKET EASEMENT
3-PHASE OVERHEAD AND UNDERGROUND**

STATE OF TEXAS }
COUNTY OF FORT BEND }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Lamar Consolidated Independent School District, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, its successors and assigns, all or in part, a **blanket** easement (hereinafter referred to as the "Easement Area", whether one or more) for electric distribution and communication facilities (hereinafter referred to as "Facilities") consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, lying within the following described lands owned by Grantor, to wit:

That certain subdivision known as Lamar C.I.S.D. George Ranch High School, a subdivision located in the Wiley Martin League, Abstract 56, Fort

MHM

Job 49499456-1
Map 4647B
S/C Fort Bend

Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20080195 of the Plat Records of said County and State.

The locations of facilities shown on the attached Exhibit "A" are approximate. Grantor or its successors or assigns 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.

To the extent that such Laws and Codes apply to Grantor, its successors or assigns, Grantor or its successors or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when Easement Areas fall within Residential Developments.

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of the above described property will permit. Grantee further reserves the right to extend services and drops within the herein described property and to adjacent land owners from said Facilities.

Grantor shall not allow other utilities to cross within eighteen (18) inches of Grantee's Facilities.

No structures shall be permitted closer than five (5) feet to the centerline of any

Job 49499456-1
Map 4647B
S/C Fort Bend

below ground and above ground Facilities.

No structures shall be permitted closer than fifteen (15) feet to the centerline of any overhead electrical Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward.

If Grantor, its successors or assigns should, at any future date, request that the easement herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot ground easement for underground facilities;
- 2.) A ten (10) foot ground easement with ten (10) foot aerial easement adjoining both sides of said ten (10) foot ground easement for facilities that are not located adjacent to property lines;
- 3.) An easement sixteen (16) feet wide and twenty (20) feet long for Grantee's pad-mounted transformer station purposes.

Grantee further agrees to release the herein above described blanket easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said easement, together with reasonable working space, for the purposes of erecting, installing,

Job 49499456-1
Map 4647B
S/C Fort Bend

operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said easement and land adjoining thereto, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantees, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.


Grantor herein reserves the right to place surfacing materials over and across the Easement Area herein granted and to use the same for parking and/or driveways or walkways, provided, however, no buildings shall be placed on the Easement Area which will obstruct the easement or interfere with the exercise of Grantee's rights. In the event Grantor shall utilize the Easement Area for parking purposes, protective barriers shall be erected and maintained around Grantee's ground structures, and Grantee retains the right to prohibit and/or restrict parking during periods of construction or maintenance work upon its line.

TO HAVE AND TO HOLD the above described Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

Job 49499456-1
Map 4647B
S/C Fort Bend

EXECUTED this 26th day of May, 2009.

Lamar Consolidated Independent School District

BY: 
Signature

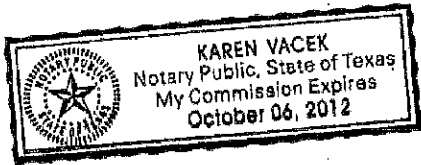
Board President
Title


Sam Hopkins
Name typed or printed

STATE OF TEXAS }

COUNTY OF Fort Bend

This instrument was acknowledged before me on May 26, 2009, by Sam Hopkins, Board President of Lamar Consolidated Independent School District, on behalf of said school district.




Notary's Signature

Karen Vacek
Name typed or printed

October 6, 2012
Commission Expires

Job 49499456-1
Map 4647B
S/C Fort Bend

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }
COUNTY OF FORT BEND}

BEFORE me the undersigned authority on this day personally appeared the Board President of Lamar Consolidated Independent School District, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain subdivision known as Lamar C.I.S.D. George Ranch High School, a subdivision located in the Wiley Martin League, Abstract 56, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20080195 of the Plat Records of said County and State.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

Job 49499456-1
Map 4647B
S/C Fort Bend

EXECUTED this 26th day of May, 2009.

Lamar Consolidated Independent School District

BY: [Signature]
Signature

Board President
Title

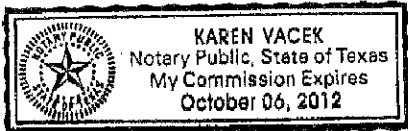
Sam Hopkins
Name typed or printed

SUBSCRIBED and SWORN before me this 26th day of May,
2009.

[Signature]
Notary's Signature

Karen Vacek
Name typed or printed

October 6, 2012
Commission Expires



AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700

EXHIBIT "A"



SHEET 1 OF 4
JOB # 49499456

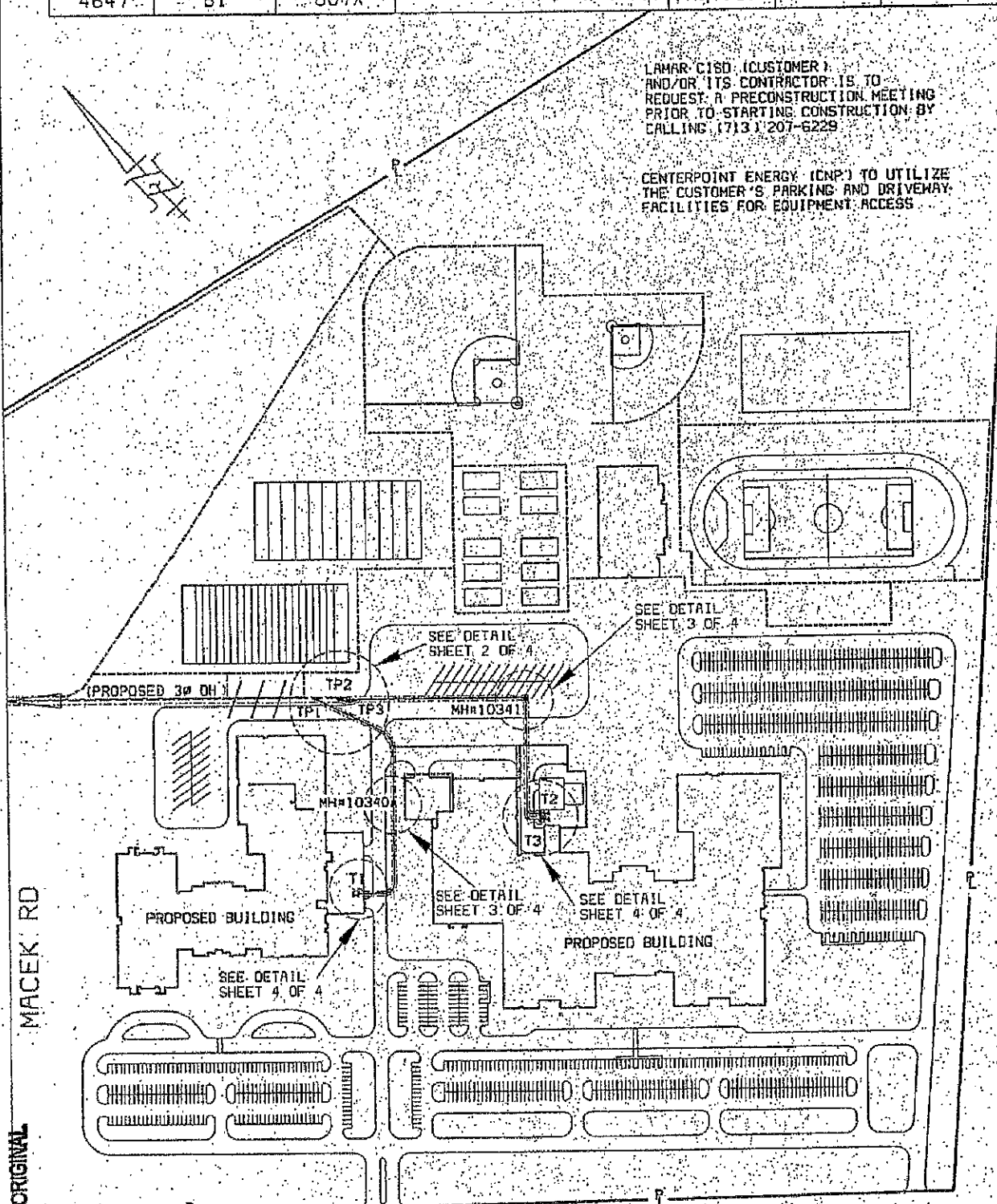
SURVEY SKETCH

LAMBERT SECTION KEY MAP FUNCTIONAL LOCATION SCALE CIRCUIT ORDER NO.

4647	B1	607X		N.T.S.	GRB46	49499456
------	----	------	--	--------	-------	----------

LAMAR C18D (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-6229

CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS



AS PER ORIGINAL
MACEK RD

THOMPSON RD/FM 2759/FM 762

EXHIBIT "A"



SHEET 2 OF 4
JOB #: 49499456

SURVEY SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4647	B1	607X		N.T.S.	CRB46	49499456

AS PER ORIGINAL

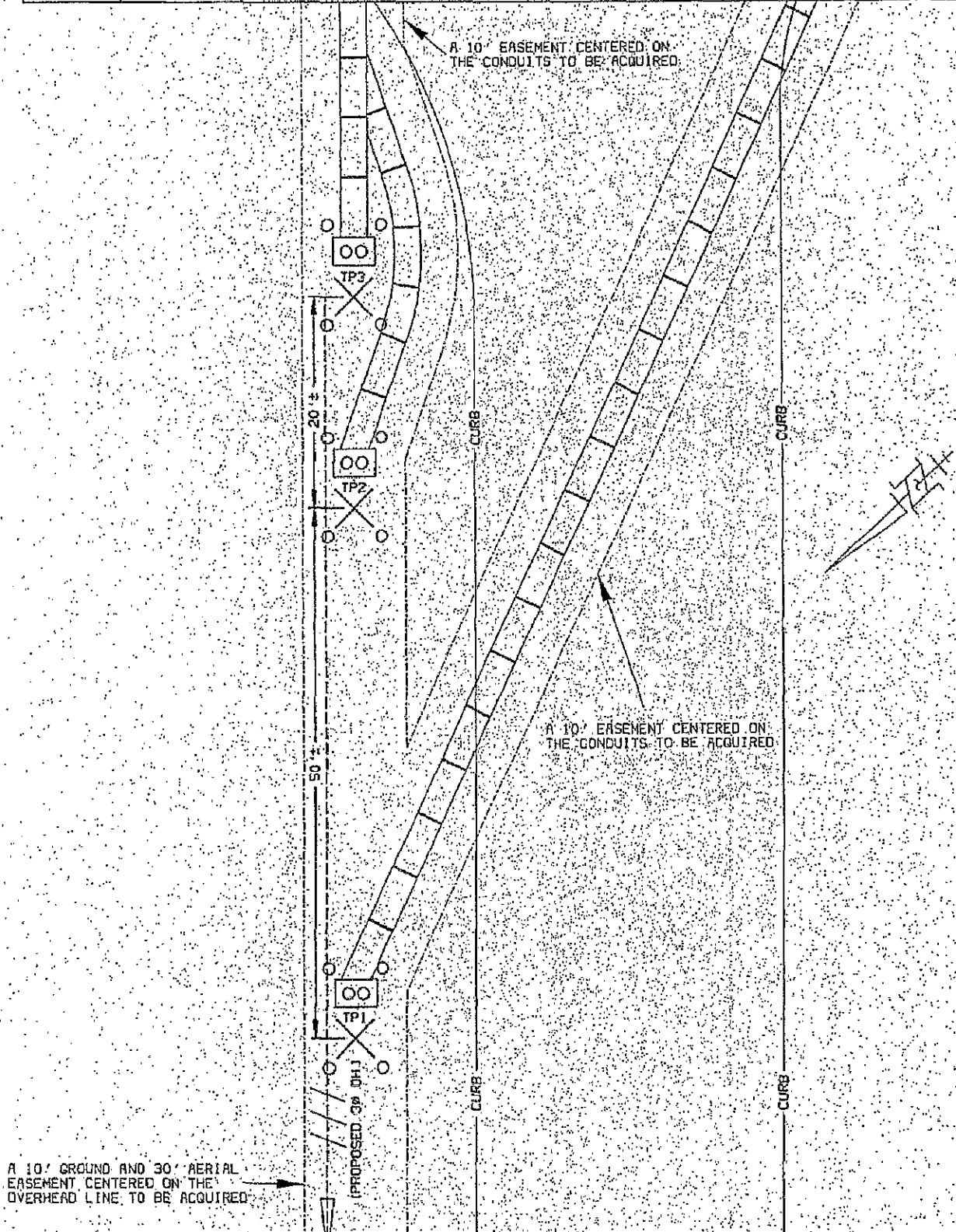


EXHIBIT "A"

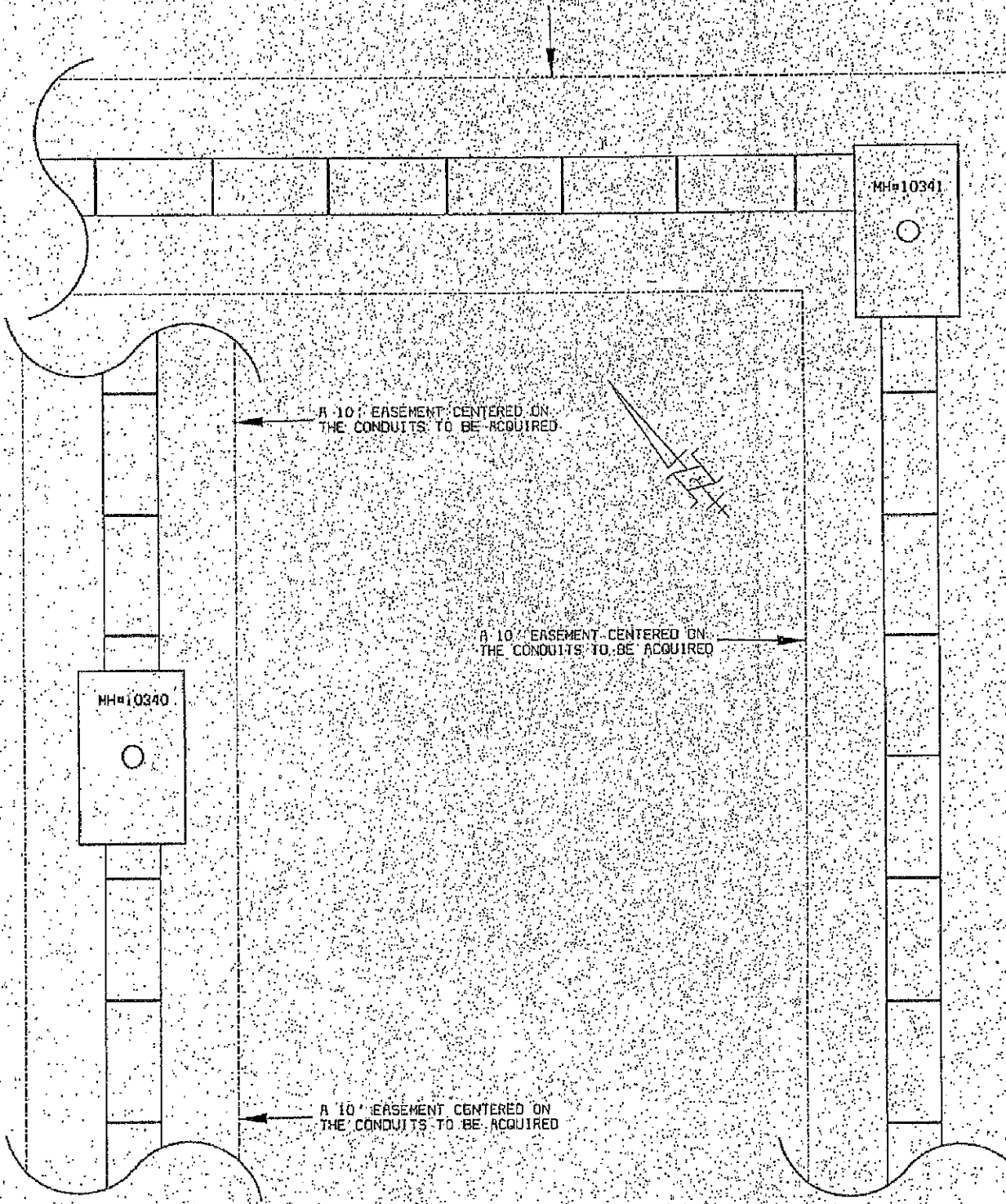


SHEET 3 OF 4
JOB # 49499456

SURVEY SKETCH

LAMBERT	SECTION	KEY MRP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4647	B1	607X		N.T.S.	CRB46	49499456

A 10' EASEMENT CENTERED ON
THE CONDUITS TO BE ACQUIRED



A 10' EASEMENT CENTERED ON
THE CONDUITS TO BE ACQUIRED

A 10' EASEMENT CENTERED ON
THE CONDUITS TO BE ACQUIRED

A 10' EASEMENT CENTERED ON
THE CONDUITS TO BE ACQUIRED

AS PER ORIGINAL

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2009 Jun 15 01:54 PM

2009059631

KC1 \$51.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

54
1700

5484

RECEIVED
NOV 28 2000
BY: _____

FBC 2001006041 6 PGS

Job 31294402
Map 4647A
S/C FT. BEND

EASEMENT

STATE OF TEXAS }
COUNTY OF FT. BEND }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Land Tejas Development at the Brazos South, L.L.C., herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by Reliant Energy, Incorporated, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, its successors and assigns, an easement for electric distribution facilities and/or natural gas facilities (consisting of all necessary and desirable equipment and appurtenances), located on, under, over, and across the following described lands, to wit:

The residue of that certain 56.7144-acre tract out of the Joseph Kuykendall League, Abstract 49, in Fort Bend County, Texas, being the same property described in a deed from Daniel R. Booth to Land Tejas Development at the Brazos South, L.L.C., dated February 2, 1999, and filed of record under County Clerk's File 1999009223 of the Official Public Records of Fort Bend County, Texas.

The easement herein granted is eight (8) feet wide, at the following locations:

1. Being the westerly one-half (W 1/2) of a sixteen (16) foot wide easement, the location of which is shown by the crosshatched area on Sketch No. 00-652, hereto attached and made a part hereof, together with an unobstructed aerial easement seven (7) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located westerly of and adjoining said eight (8) foot wide easement.
2. Being the northerly one-half (N 1/2) of a sixteen (16) foot wide easement, the location of which is shown by the crosshatched area on said attached sketch, together with an unobstructed aerial easement seven (7) feet

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Job 31294402
Map 4647A
S/C FT. BEND

wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located northerly of and adjoining said eight (8) foot wide easement.

Grantee shall also have rights of ingress and egress to and from said easement, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said electric distribution facilities and/or natural gas facilities, together with the additional right to remove from said easement and land adjoining thereto, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said electric distribution facilities and/or natural gas facilities.

This instrument grants Reliant Energy, Incorporated certain easement rights as more fully described herein. Grantor may **GRANT, SELL AND CONVEY** unto Grantee easement rights for electrical facilities only, or for natural gas facilities only, or for both electrical and natural gas facilities. Please indicate in the spaces provided below which easement rights, if any, are being conveyed to Grantee. If Grantor signs this instrument and does not check either space provided, it is understood that Grantor intends to convey unto Grantee rights for both electrical and natural gas facilities.

_____ Electrical facilities

_____ Natural gas facilities

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its

5484

Job 31294402
Map 4647A
S/C FT. BEND

successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 11th day of December, 2000.

LAND TEJAS DEVELOPMENT AT THE BRAZOS SOUTH, L.L.C.

BY: [Signature] CO-MANAGER
President CO-MANAGER

Courtney Grover
(Name typed or printed)

AS PER ORIGINAL

5484

Job 31294402
Map 4647A
S/C FT. BEND

STATE OF TEXAS }

COUNTY OF H. Bend

This instrument was acknowledged before me on December 11, 2000, by
COURTNEY OSWALD, President of Land Tejas Development at the
Brazos South, L.L.C., a corporation, on behalf of said corporation. CO-manager m

AS PER ORIGINAL



Stephanie Maniez
Notary's Signature

Stephanie Maniez
(Name typed or printed)

Commission Expires: 11-21-04

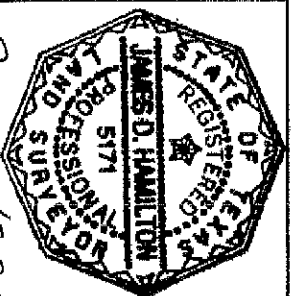
AFTER RECORDING RETURN TO:
SURVEYING & MAPPING
RELIANT ENERGY HL&P
P. O. BOX 1700
HOUSTON, TX 77251-1700

LAND TEJAS DEVELOPMENT AT THE
 BRAZOS SOUTH, L.L.C.
 FBC 1999009223
 Residue of 56.7144 Ac.

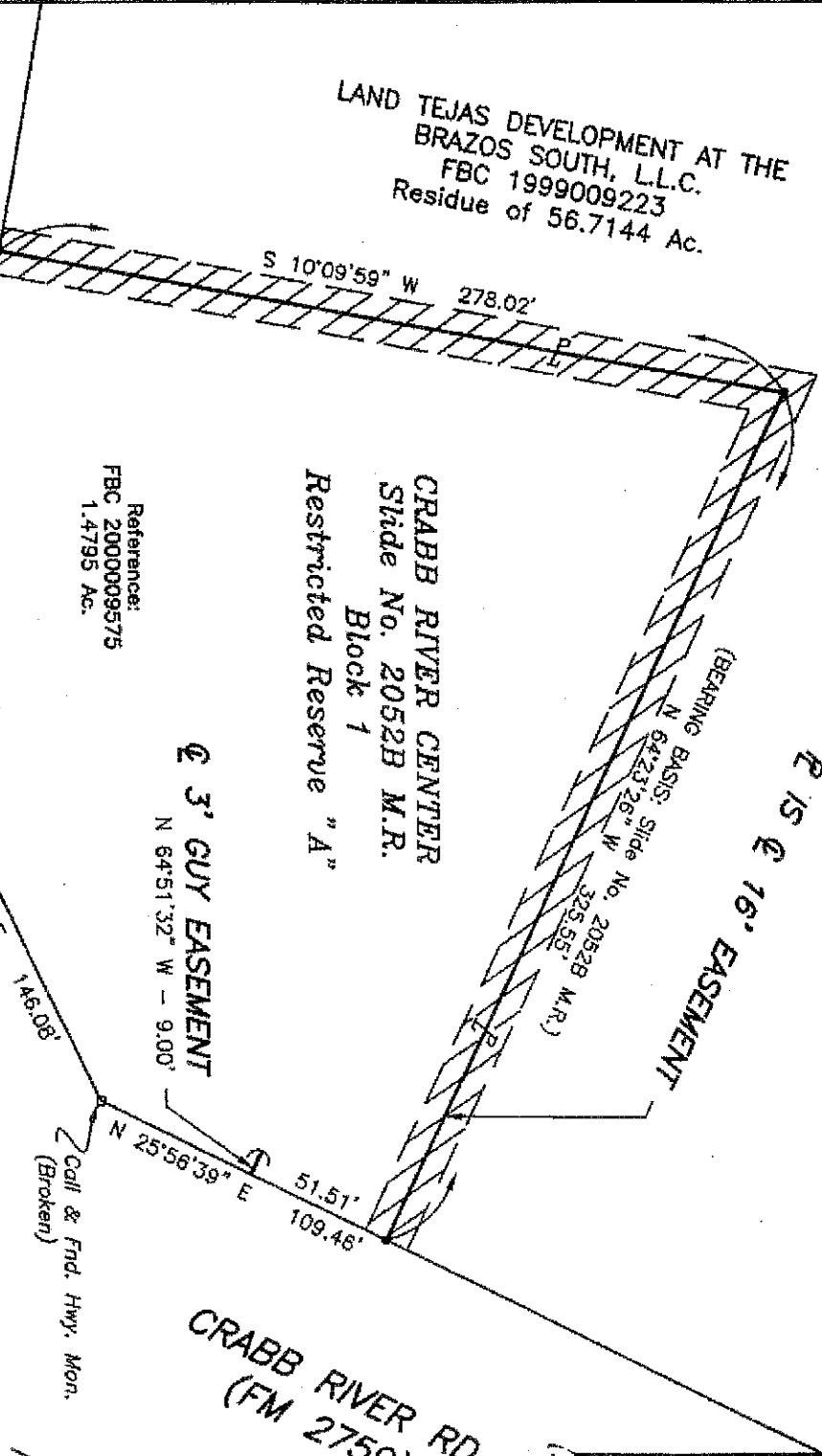
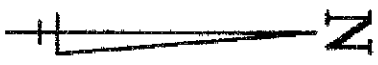
FM 762 (100')
 (THOMPSON RD.)

CRABB RIVER CENTER
 Slide No. 2052B M.R.
 Block 1
 Restricted Reserve "A"

Reference:
 FBC 2000009575
 1.4795 Ac.



James O. Hamilton



LEGEND
 • = Call & Fnd. 5/8" I.R.
 Unless Otherwise Noted.

JOSEPH KUYKENDALL LEAGUE A-49



NOTE: THE EXTREMES OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTREMES OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

REV.1:JOB NO.	BY:	DATE:	REV.2:JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED		LAST PLOT DATE: 11/09/00			
COUNTY: FORT BEND		DRAWN BY: J.D.H.			
DATE: 11/09/00		MAP NO: 4647 A1			
SCALE: 1" = 60'		JOB NO: 31294402			
FILE NO. - BOOK: 9		DISK: 527			
		CHECKED BY: M.I.O.			
RELANT ENERGY HL&P			RELANT ENERGY INCORPORATED		
a division of: RELANT ENERGY INCORPORATED			SURVEYING & MAPPING SECTION		
P.O. Box 1700 Houston, TX 77251-1700			(713) 207-1111		
SKETCH NO. 00-652					

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

01-23-2001 11:06 AM 2001006041
CC \$17.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

CENTERPOINT ENERGY

OFFICE MEMORANDUM

TO: Enrique Ramon	DATE: October 3, 2012
FROM: R. Town	JOB: 63240959
CUSTOMER: Cornerstone Community Bible Church	COUNTY: Fort Bend
LOCATION: 6701 FM 762 Rd.	S/C: Fort Bend
ENGINEERING: N/A	ZONE: Western
CUSTOMER RELATIONS: Enrique Ramon	MAP: 4647A

YOU ARE REQUESTED TO SECURE EXECUTED EASEMENTS FOR:

<u>GRANTOR:</u> Cornerstone Community Bible Church	<u>PARCEL #:</u> 63240959-1
--	---------------------------------------

- Short Form Easement Only (No Long Form Easement to follow)
- Short Form Easement to be followed by a Long Form Easement. Please remember to send in the recorded plat or the final plat signed by the engineer, surveyor and owner, along with the recording receipt, as soon as they become available.
- Long Form Easement taken in addition to the Short Form Easement acquired under Job # on / / . Said Short Form Easement will be released upon the timely receipt of this executed instrument.
- Short Form CJ/T Easement to be followed by a Release/Retain Easement upon receipt of recorded plat
- Long Form Easement Only
- Townhome Project

Please return properly executed original to S. K. Goodall at CNP-T, Room 733, for recordation.

Please remind all parties (including notaries) to type or print their names under their respective signatures.

Attachment:

rmt

EASEMENTS CMPL
MLHM
INITIAL **OCT 15 2012**
DATE

5/20/12



6 PGS
EASEMENT

2012127174

EASEMENT

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.

STATE OF TEXAS }
 } **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF FORT BEND}

THAT, Cornerstone Community Bible Church, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, its successors and assigns, all or in part, an exclusive, unobstructed, perpetual easement (hereinafter referred to as the "Easement Area", whether one or more), for electric distribution and communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, (hereinafter referred to as "Facilities"), located within the following described lands owned by Grantor, to wit:

Restricted Reserve "A" of Cornerstone Community Bible Church, a subdivision out of the Joseph Kuykendall League, Abstract 49, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20090123 of the Plat Records of said county and state.

The Easement Areas herein granted are described as follows:

- 1) An easement ten (10) feet wide, the location of which is shown by the crosshatched area on Sketch No. 12-0529, hereto attached and made a part hereof, together with an unobstructed aerial easement eleven (11) feet six (6) inches wide, beginning at a plane sixteen (16) feet

SMH/M

above the ground and extending upward, located northerly of and adjoining said ten (10) foot wide easement.

- 2) An easement ten (10) feet wide, the location of the centerline of which is shown by the dot-dash symbol on said attached Sketch No. 12-0529, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easement.

Grantor, its successors and assigns 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.

To the extent that such laws and codes apply to Grantor, its successors or assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and facilities during construction activities and safe clearance from such facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, The National Electric Code, and the National Electrical Safety Code. Grantor, its successors and assigns, is hereby obligated to place National Electrical Safety Code notices into community deed restrictions when Easement Area falls within residential developments.

Notwithstanding the description of the Easement Area set forth in the exhibits, the parties intend that the Easement Area granted herein shall run to the edge of Grantor's property so that the exteriors of all ground or aerial easements herein granted are to intersect with the exteriors of all adjoining easements and/or property lines without any gaps in the property granted.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities,

together with the additional right to remove from said Easement Area and land immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

EXECUTED this 9th day of October, 2012.

Cornerstone Community Bible Church

BY: *Brent Burckart*
Signature

Brent Burckart
Name typed or printed

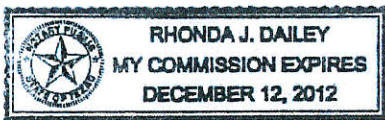
Senior Pastor
Title

STATE OF TEXAS }

COUNTY OF Fort Bend }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Brent Burkhardt of Cornerstone Community Bible Church, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 9 day of October, 2012.



Rhonda J. Dailey
Notary's Signature

Rhonda J. Dailey
Name typed or printed

12-12-12
Commission Expires

**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**

REV.1:JOB NO. BY: DATE: REV.2:JOB NO. BY: DATE:

EASEMENT - UNOBSTRUCTED LAST PLOT DATE: 10-03-2012
 COUNTY: FORT BEND DRAWN BY: JJC
 DATE: 10-03-2012 MAP NO: 4647A
 SCALE: 1" = 200' JOB NO: 63240959
 FILE NO. - BOOK: 2012 CHECKED BY: JLG

CenterPoint Energy
 SURVEYING & RIGHT OF WAY
 P.O. Box 1700 Houston, TX 77251-1700
 SKETCH NO. 12-0529

JOSEPH KUYKENDALL LEAGUE A-49

**CORNERSTONE COMMUNITY
 BIBLE CHURCH**

Plat No. 20090123 P.R.
 RESTRICTED RESERVE "A"

**TOM R. BOOTH ESTATE
 DIVISION NO. 1**

Slide # 1206A P.R.
 Residue of Unrestricted Reserve "B"

Called 20.00-Acres
 F.B.C.C.F. 9632087

F.M. 762
 (80' R.O.W.)

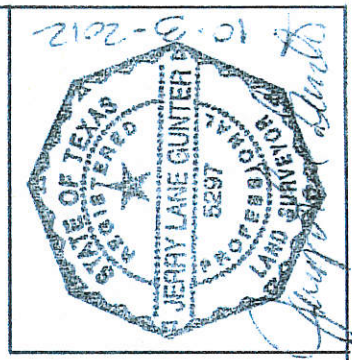
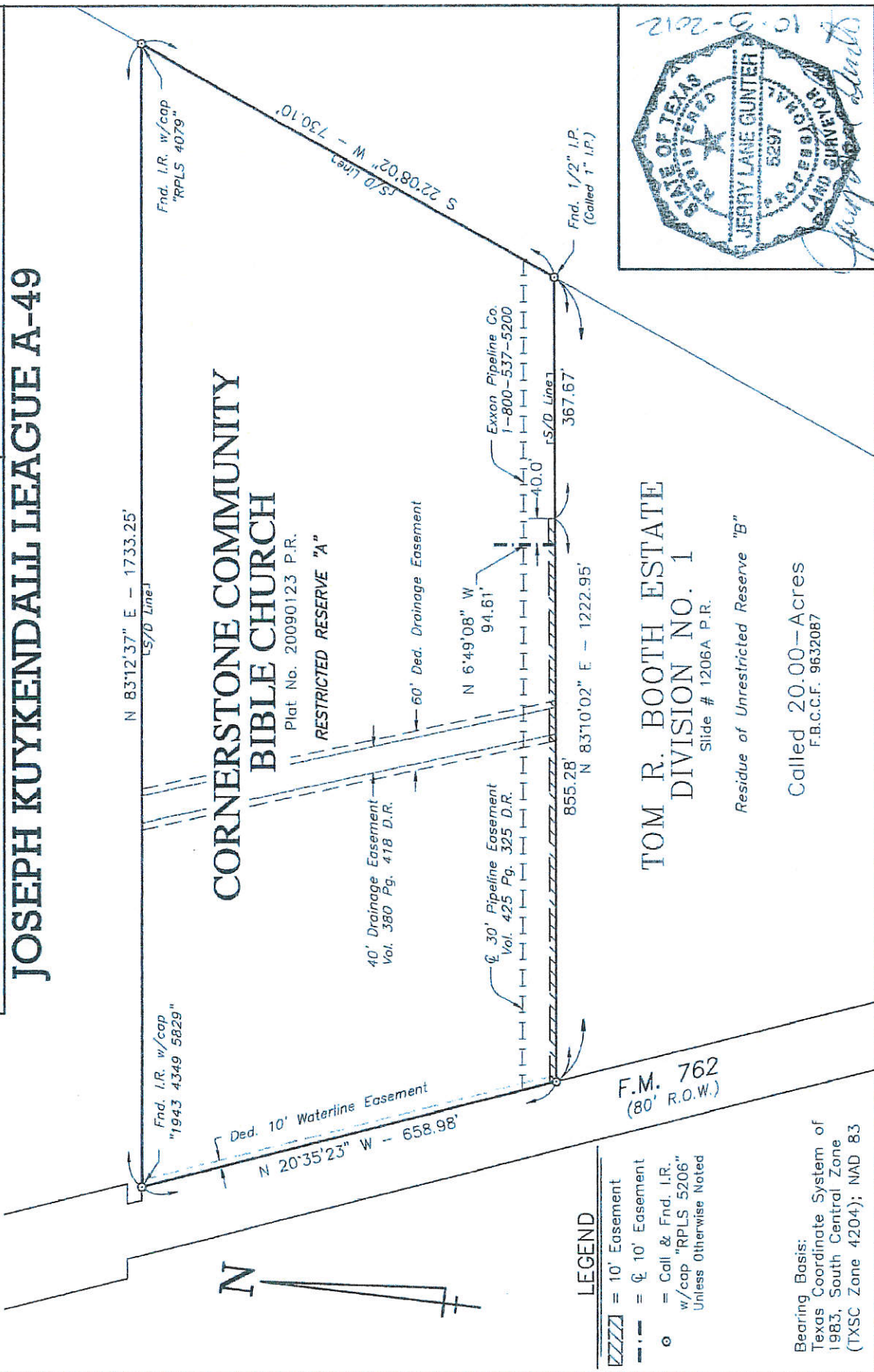
Bearing Basis:
 Texas Coordinate System of
 1983, South Central Zone
 (TXSC Zone 4204); NAD 83

LEGEND

- ▤ = 10' Easement
- - - = 10' Easement
- = Call & Fnd. I.R. w/cap "RPLS 5206" Unless Otherwise Noted



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas



November 05, 2012 03:18:01 PM

FEE: \$27.00 SP
EASEMENT

2012127174

FORM E-6 REV. 7-34 BK

B L L

File No. 27-D-38
Inst. No.
County FORT BEND
Map R.25

STATE OF TEXAS }
COUNTY OF FORT BEND }

KNOW ALL MEN BY THESE PRESENTS:

THAT Texas Eastern Transmission Corporation of
Fort Bend County, Texas, for and in consideration of One Dollar (1.00) to
in hand paid by Houston Lighting & Power Company, have, and by these presents do grant unto
Houston Lighting & Power Company, its successors, assigns and lessees, a right-of-way for distribution
and communication lines, consisting of wires, poles and other necessary equipment across, over and
under the following described lands located in Fort Bend County, Texas:

A 47.76-acre tract of land in the Wiley Martin League, Abstract No. 56, Fort Bend County, Texas, and being the same property described in deed dated November 18, 1955 from Mamie George to Texas Eastern Transmission Corporation, recorded in Volume 342, Page 1 of Fort Bend County Deed records.

The easement herein granted is a ten (10) foot wide unobstructed easement. The center line of which is shown by a dashed line on blueprint sketch No. AM-11025-R, prepared by Houston Lighting and Power Company hereto attached and made a part hereof. The easement being fully described in the last paragraph below. Also an easement for a down guy as shown on said attached sketch.

The easement herein granted is an unobstructed easement ten (10) feet wide, and an unobstructed aerial easement twenty (20) feet wide from a plane twenty (20) feet above the ground upward centered on the easement, located as described above or as staked out on the ground, together with the rights of ingress and egress to and from said right-of-way for the purpose of constructing, inspecting, repairing, maintaining, replacing, and removing said lines.

WITNESS our hands this 20th day of January, 1956.

ATTEST:

H. J. [Signature]
Assistant Secretary

TEXAS EASTERN TRANSMISSION CORPORATION
By [Signature]
Vice President

Sealed and delivered in the presence of:

STATE OF TEXAS LOUISIANA

Caddo Parish }
Louisiana

BEFORE ME, the undersigned authority, a Notary Public in and for Caddo Parish, Louisiana, on this day personally appeared L. R. Cunningham Vice President, Texas Eastern Transmission Corporation known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that L.R. executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of January, A. D. 1957.
Barnes
Notary Public, Caddo Parish, Louisiana

STATE OF TEXAS

County }

BEFORE ME, the undersigned authority, a Notary Public in and for County, Texas, on this day personally appeared known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, A. D. 195
Notary Public, County, Texas

STATE OF TEXAS

County }

BEFORE ME, the undersigned authority, a Notary Public in and for County, Texas, on this day personally appeared, and wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said, wife of the said, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, A. D. 195
Notary Public, County, Texas

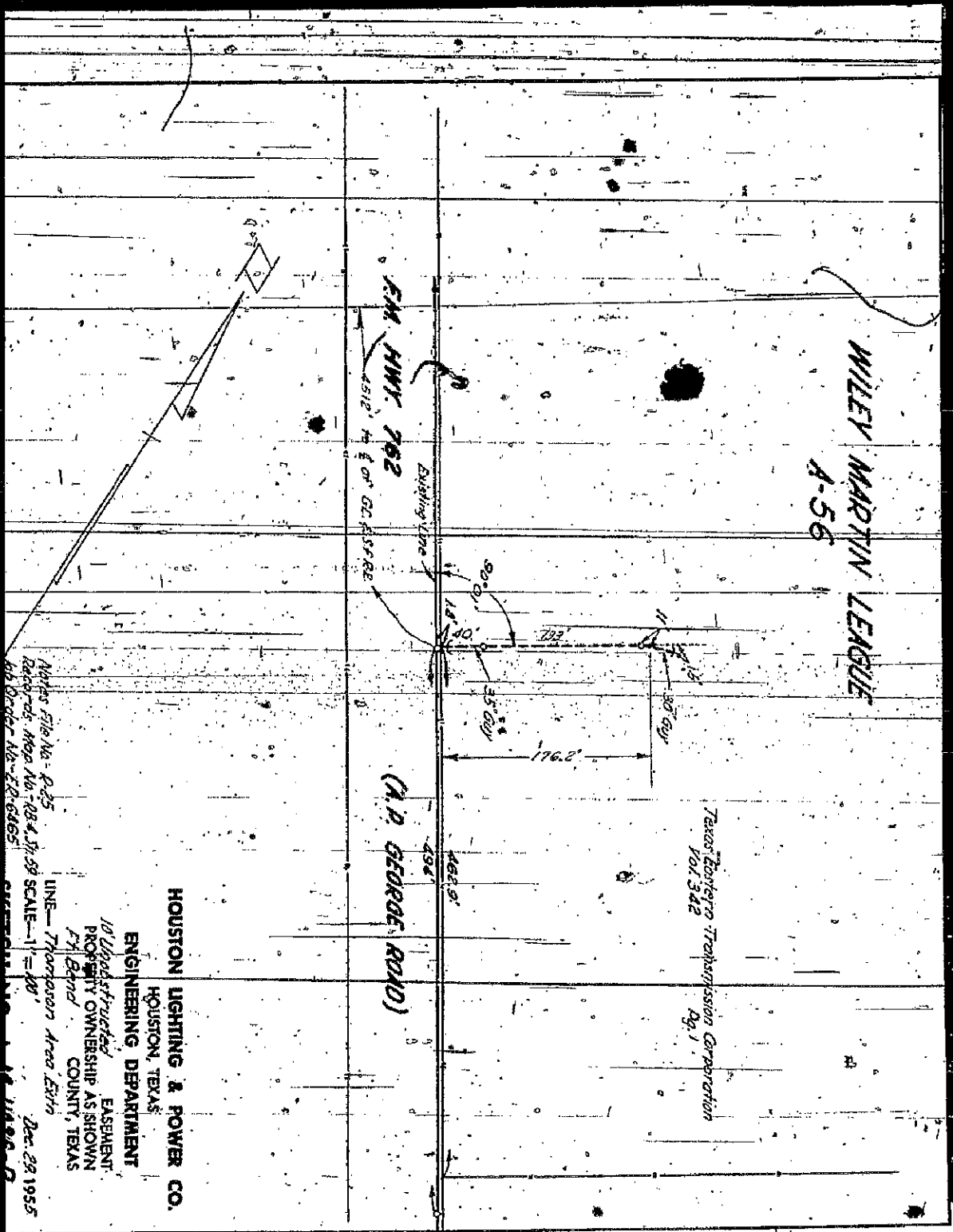
STATE OF TEXAS

County }

BEFORE ME, the undersigned authority, a Notary Public in and for County, Texas, on this day personally appeared, and wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said, wife of the said, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, A. D. 195
Notary Public, County, Texas

STATE OF TEXAS
 County
 BEFORE ME, the undersigned authority, on this day personally appeared _____
 known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
 My commission expires _____



WILEY MARTIN LEASUE
 A-56

E.M. HWY. 762

(A.P. GEORGE ROAD)

Texas Eastern Transmission Corporation
 Vol. 342
 Pg. 1

HOUSTON LIGHTING & POWER CO.
 HOUSTON, TEXAS

ENGINEERING DEPARTMENT

10' Wood Structure EASEMENT
 PROPERTY OWNERSHIP AS SHOWN
 74' Band COUNTY, TEXAS

LINE— Thompson Area Easmt
 SCALE— 1" = 40'
 Dec. 29 1955

Norths 51th No. - A-25
 Records Map No. - 884, 5th 29
 Sub Order No. - 22-6465

HOUSTON LIGHTING & POWER CO.

OFFICE MEMORANDUM

TO: D. Heart (RM 2232B HIP) DATE: May 15, 1997
FROM: R. Zapalac JOB: IF 46382
CUSTOMER: Home Building & Lumber MAP: 4647 C
LOCATION: 7555 FM 762 S/C: FT. BEND
ENGINEERING: Chris Tomme COUNTY: FT. BEND

ATTACHED FOR YOUR FURTHER HANDLING ARE THE FOLLOWING ITEMS NECESSARY FOR THE SECURING OF A GENERAL EASEMENT FOR SINGLE GRANTOR OVERHEAD RESIDENTIAL SERVICE:

- (X) Properly executed and notarized General Easement.
- (X) Properly executed and notarized Affidavit of Ownership.
- (X) Copy of customer's deed for their property.
- (X) Sketch showing location of proposed facilities on Lambert Map.

Attachment



I.D.# 88707

7655(12-92)

Job IF 46382
Map 4647 C
S/C FORT BEND

EASEMENT

STATE OF TEXAS }
COUNTY OF FORT BEND}

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Home Building & Lumber Co., Inc., A Texas Corporation, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by Houston Lighting & Power Company, a Texas corporation, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, its successors and assigns, an easement for electric distribution facilities (consisting of all necessary and desirable equipment and appurtenances) at, below and from ground level upward, located on, under, over, and across the following described lands, to wit:

That certain tract of land in the Wiley Martin League, Abstract 56, Fort Bend County, Texas, described in a deed recorded in File # 9542610 of the Official Records of said County.

The easement herein granted is for the use and benefit of all public utilities, ten (10) feet wide, being centered on the electric distribution facilities as subsequently constructed within said tract, save and except the service drop extending to Grantor's structure located on said tract, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said 10-foot wide easement.

The easement herein granted shall apply only insofar as the boundaries of the above described property will permit. Grantee further reserves the right to extend service to adjacent land owners from electric distribution facilities built within the easement herein granted if said easement is located near Grantor's property line.

Grantee shall also have rights of ingress and egress to and from said easement, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said electric distribution facilities, together with the additional right to remove from said easement and land adjoining thereto, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said electric distribution facilities.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind Grantor and Grantor's heirs, and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 1ST day of MAY, 1997.

BY: 
VICE President

LEE LEAMAN
(Name typed or printed)

STATE OF TEXAS }

COUNTY OF Fort Bend }

This instrument was acknowledged before me on May 1st, 1997, by
Lee Leaman Vice President of ^{Home Building & Lumber Co., Inc.} a corporation, on
behalf of said corporation.



Michelle Kruschke
Notary's Signature

Michelle Kruschke
(Name typed or printed)

Commission Expires: 9-27-99

7656(1-93)

Job IF 46382
Map 4647 C
S/C FORT BEND

**ATTACHED
AFFIDAVIT**

STATE OF TEXAS }
COUNTY OF FORT BEND)

BEFORE me the undersigned authority on this day personally appeared Home Building & Lumber Co., Inc., A Texas Corporation, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain tract of land in the Wiley Martin League, Abstract 56, Fort Bend County, Texas, described in a deed recorded in File # 9542610 of the Official Records of said County.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this 1ST day of MAY, 1997.
Home BUILDING & LUMBER CO., INC.

BY: [Signature]
VICE President

LEE LEAMAN
(Name typed or printed)

SUBSCRIBED and SWORN before me this 1ST day of
May, 1997.

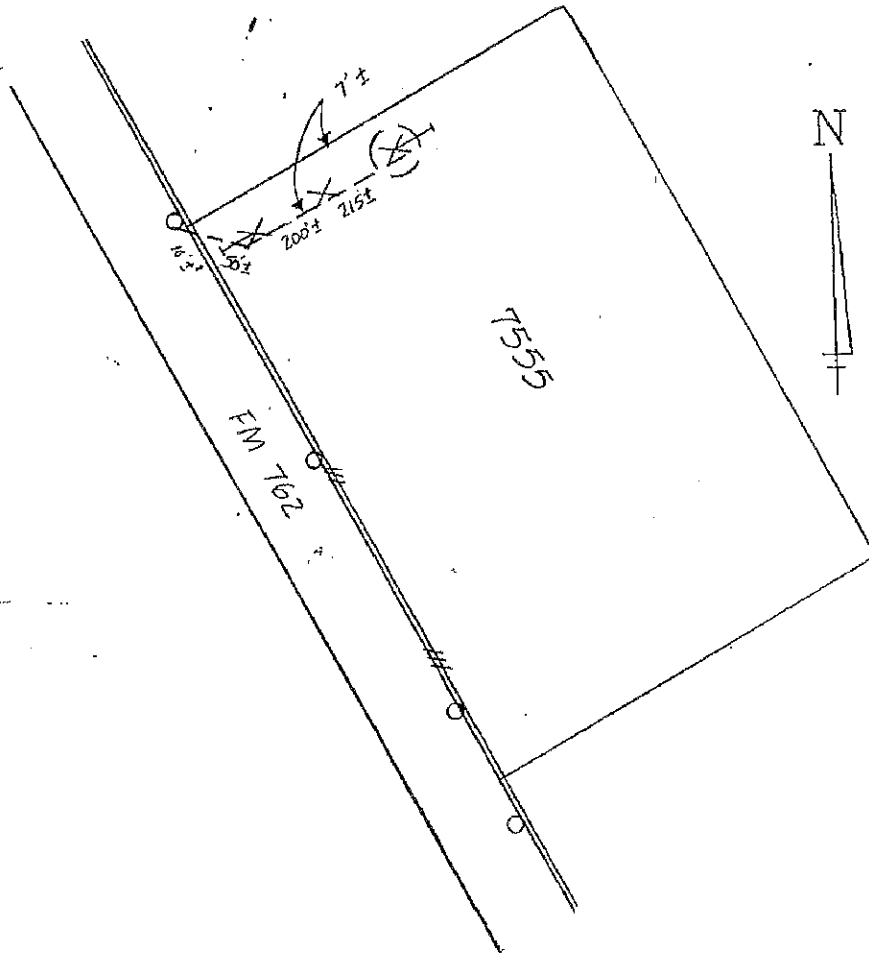


[Signature]
Notary's Signature

Michelle Krischke
(Name typed or printed)

Commission Expires: 9-27-99

GENERAL LOCATION SKETCH



The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown, are references only. No statement is made to the validity of these calls.

W/O <u>IF 46382</u>	Grantor <u>HOME BUILDING & LUMBER CO., INC</u>
Lamb. & Grid # <u>464721</u>	Date <u>5/13/97</u>
S/C <u>FORT BEND</u>	Valid Billing Address <u>7555 FM 762</u>
	<small>SERVICE</small>

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

6-10-97 03:33 PM 9735280
TD \$19.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

8/21/95
FORT BEND TITLE COMPANY
46849GHPL1

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

That, **THE GEORGE FOUNDATION**, a Texas charitable trust acting herein by and through its duly appointed trustees ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **HOME BUILDING & LUMBER CO., INC.**, a Texas corporation ("Grantee"), and Grantee's successors and assigns, all the following described tract or parcel of land located in Fort Bend County, Texas, excepting and reserving the Mineral Reservation (as hereinafter defined) (the "Subject Property"):

BEING 29.556 acres of land, more or less, located in Fort Bend County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor subject to the Mineral Reservation and all encumbrances, restrictions, easements, conditions, covenants and conveyances or exceptions to title set forth in Exhibit "B" attached hereto or which otherwise are visible or apparent on the ground.

Grantor hereby excepts herefrom and reserves unto Grantor, its successors and assigns, all the oil, gas, sulphur, and other minerals (whether similar or dissimilar) in, on, and under the Subject Property (or rights-of-way or other strips adjacent or contiguous to the Subject Property) without, however, any rights of ingress and egress on or above the surface of, or above the subsurface depth of 500 feet under, the Subject Property for exploring for, mining, drilling for, developing, producing, removing, storing, processing, treating and transporting such oil, gas, sulphur or other minerals which rights of ingress and egress are hereby waived; provided, however, nothing herein shall preclude the exploring for, mining, drilling for, developing, producing and removing oil, gas, sulphur or other minerals from or under the Subject Property by means of directional or horizontal drilling or unitized or pooled operations with the well and all surface equipment located off the Subject Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Subject Property above the subsurface depth of 500 feet nor shall such well bore or mine shaft impair the subjacent support of the Subject Property or of any improvement now or hereafter situated on the Subject Property. The exception and reservation contained in this paragraph is hereinafter referred to as the "Mineral Reservation".

GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) EXCEPT FOR ANY WARRANTIES OF TITLE CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE SUBJECT PROPERTY AND IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ITS INFORMATION WITH RESPECT TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (x) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (y) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SALE OF THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" BASIS AND "WITH ALL FAULTS", AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE DEEDS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE SUBJECT PROPERTY.

NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, GRANTOR MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, GUARANTY OR WARRANTY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING ANY RIGHTS-OF-WAY OR PROPOSED RIGHTS-OF-WAY, INCLUDING WITHOUT LIMITATION, ANY RIGHTS-OF-WAY WHICH MAY BE CREATED IN THE VICINITY OF THE SUBJECT PROPERTY FOR THE GRAND PARKWAY OR SIMILAR HIGHWAYS OR ROADS. GRANTOR HEREBY NOTIFIES AND ADVISES GRANTEE OF THE

POSSIBILITY THAT THE GRAND PARKWAY OR A SIMILAR HIGHWAY OR ROAD MAY OR MAY NOT BE LOCATED IN THE VICINITY OF THE SUBJECT PROPERTY AND THAT THE SAME COULD RESULT IN LIMITATIONS UPON THE ACCESS TO OR USE OF THE SUBJECT PROPERTY. GRANTOR FURTHER MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, AND HEREBY DISCLAIMS ANY REPRESENTATION, GUARANTY OR WARRANTY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO OR CONCERNING THE POSSIBILITY OF THE CREATION OF ANY SUCH RIGHTS-OF-WAY, THE EFFECTS THE SAME MAY HAVE UPON THE SUBJECT PROPERTY, OR THE EXTENT, IF ANY, TO WHICH THE SAME MAY LIMIT THE ACCESS TO OR USE OF THE SUBJECT PROPERTY.

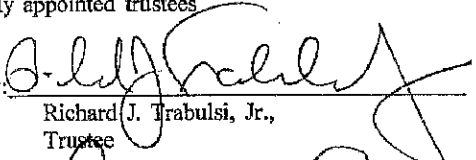
TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor binds itself, its successors and assigns, TO WARRANT AND DEFEND the Subject Property unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise, and subject to (i) the Mineral Reservation and (ii) the matters listed in Exhibit "B" attached hereto.

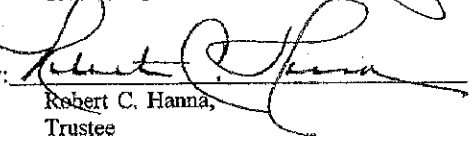
Ad valorem taxes for the current year have been prorated as of the date of delivery of this Deed, and by Grantee's acceptance of this Deed, Grantee assumes and agrees to pay prior to any delinquency thereof such ad valorem taxes.

EXECUTED this 28th day of June, 1995.

GRANTOR:

THE GEORGE FOUNDATION, a Texas charitable trust acting herein by and through its duly appointed trustees

By: 
Richard J. Trabulsi, Jr.,
Trustee

By: 
Robert C. Hanna,
Trustee

By: James D. Sartwelle
James D. Sartwelle,
Trustee

By: Thomas E. Daniels
Thomas E. Daniels,
Trustee

By: Lane Ward
Lane Ward,
Trustee

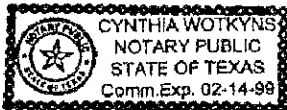
GRANTEE:

HOME BUILDING & LUMBER CO., INC.

By: [Signature]
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

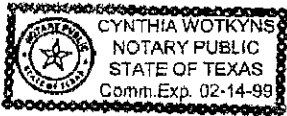
This instrument was acknowledged before me on 28th June, 1995
by Richard J. Trabulsi, Jr., Trustee of **THE GEORGE FOUNDATION**, a Texas charitable
trust, on behalf of said charitable trust.



Cynthia Wotkyns
Notary Public in and for the
State of Texas
My Commission Expires: 2-14-99

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

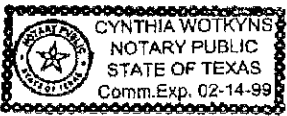
This instrument was acknowledged before me on 28th June, 1995
by Robert C. Hanna, Trustee of THE GEORGE FOUNDATION, a Texas charitable trust,
on behalf of said charitable trust.



Cynthia Wotkyns
Notary Public in and for the
State of Texas
My Commission Expires: 2-14-99

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

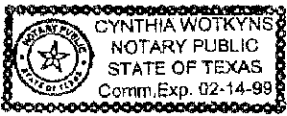
This instrument was acknowledged before me on 28th June, 1995
by James D. Sartwelle, Trustee of THE GEORGE FOUNDATION, a Texas charitable trust,
on behalf of said charitable trust.



Cynthia Wotkyns
Notary Public in and for the
State of Texas
My Commission Expires: 2-14-99

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

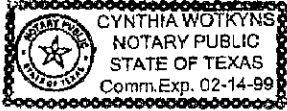
This instrument was acknowledged before me on 28th June, 1995
by Thomas E. Daniels, Trustee of THE GEORGE FOUNDATION, a Texas charitable trust,
on behalf of said charitable trust.



Cynthia Wotkyns
Notary Public in and for the
State of Texas
My Commission Expires: 2-14-99

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

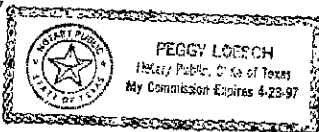
This instrument was acknowledged before me on 28th June, 1995 by Lane Ward, Trustee of **THE GEORGE FOUNDATION**, a Texas charitable trust, on behalf of said charitable trust.



Cynthia Wotkins
Notary Public in and for the
State of Texas
My Commission Expires: 2-14-99

THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on July 25, 1995 by Lee Heaman, Vice President of **HOME BUILDING & LUMBER CO., INC.**, a Texas corporation.



Peggy Loesch
Notary Public in and for the
State of _____
My Commission Expires: _____

RETURN TO:
GRANTEE'S ADDRESS:

HOME BUILDING & LUMBER CO., INC.
1621 Avenue H
Rosenberg, Texas 77471

AS PER ORIGINAL

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

SUBJECT PROPERTY

A Tract of Land containing 29.556 acres out of the A.P. & Mamie George original call 2433 Acre Tract described in deed recorded in Volume 64, Page 106 of the Deed Records of Fort Bend County, Texas and being in the Wiley Martin League, Abstract #56, Fort Bend County, Texas, described by metes and bounds as follows:

Begin at a 1-1/4 inch iron pipe reset at found rusted through 1-1/4 inch marking the most Northeasterly East corner of the said Wiley Martin League, Abstract #56; said corner being the Southeast corner of the Joseph Kuykendall League, Abstract #49 and in the Northwest line of the Abner Kuykendall League, Abstract #48; said corner being the Southeast Corner of the Texas Eastern Intrastate Pipeline Company, Unit Gas Transmission Company and Teco Pipeline Company call 47.76 Acre Tract described in Volume 1959, Page 1945 of the Official Records of Fort Bend County, Texas; said corner being the Northeast corner of and place of beginning for this tract;

THENCE, South 25deg.12'52" West, 1012.82 feet to a 1/2 inch iron rod found marking the Southeast corner of this tract;

THENCE, South 71deg.43' West, 1405.75 feet along a fence line to a 1/2 inch iron rod found for the Southwest corner of this tract;

THENCE, North 18deg.09'17" West, 734.09 feet along a fence line and Northeast right-of-way line of State Farm Market Road No. 762 to a capped iron rod found marking the Northwest corner of this tract;

THENCE, North 71deg.43' East, 2101.9 feet along fence line to the place of beginning and containing 29.556 Acres of Land.

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. The Declaration of Covenants, Conditions and Restrictions dated as of June 28, 1995, executed by The George Foundation and filed or to be filed of record in the Real Property Records of Fort Bend County, Texas.
2. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements, and all other matters that a true, correct and complete survey would reveal.
3. Taxes and assessments for current and subsequent years not yet due and payable and subsequent assessments for the current and prior years due to a change in lead usage or ownership.
4. All governmental regulations and restrictions, including building and zoning ordinances.
5. Rights of parties in possession under existing leases assigned to Grantee, if any.
6. Liens created or assumed as security for the consideration paid for the purchase of the Subject Property.
7. Any covenants, conditions, reservations, exceptions and easements, and all oil, gas and mineral conveyances, and leases, if any, in effect and shown of record in the County Clerk's Office where the Subject Property, or any part thereof, is located.

FILED AND RECORDED

7-26-95 3:58 P 68 \$23.00 9542610

Dianne Wilson

Dianne Wilson - Co. Clerk
Fort Bend Co., TX

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

SUBJECT PROPERTY

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FORM 4-55 5M
1961

EASEMENT

File No. 27- D - 42
Inst. No.
County. FORT BEND
Map. R-25

STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

THAT Ben Wayne Hibbler and
wife, Dorothy Hibbler of
Harris County, Texas, for and in consideration of One Dollar (\$1.00) to US in hand
paid by Houston Lighting & Power Company, have, and by these presents do grant unto Houston Lighting & Power Company,
its successors and assigns, a right-of-way for distribution lines, consisting of wires, poles and other necessary equipment across
and over the following described lands located in Fort Bend County, Texas:

That certain tract or parcel of land containing 10.524 acres
in the Wiley Martin League, Abstract No 56, being the same tract
described in correction deed dated August 26, 1958, from The
George Foundation to Ben Wayne Hibbler et ux, recorded in
Volume 382, Page 116 of the Deed Records of Fort Bend County,
Texas.

The easement herein granted is an unobstructed easement 10 feet
wide, the location of which is shown by a crosshatched area on
blueprint sketch No AM-12950-R, prepared by Houston Lighting &
Power Company, hereto attached and made a part hereof, and an
unobstructed aerial easement 5 feet wide, from a plane 20 feet
above the ground, upward located southeasterly of and adjoining
said 10 feet wide easement. Also an easement for one (1) down
guy as shown on said attached blueprint sketch.

together with the rights of ingress and egress to or from said right-of-way for the purpose of constructing, inspecting,
repairing, maintaining, and removing said lines.

WITNESS. 27 days this 1st day of November, 1958.

Ben Wayne Hibbler
Ben Wayne Hibbler

Dorothy Hibbler
Dorothy Hibbler

STATE OF TEXAS

.....County

BEFORE ME, the undersigned authority, a Notary Public in and for.....County, Texas, on this day personally appeared.....

known to me to be the person..... whose name is/are subscribed to the foregoing instrument, and acknowledged to me that.....executed the same for the purposes and consideration therein expressed in the capacity.....therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of....., A. D. 195.....

Notary Public,County, Texas

STATE OF TEXAS

.....County

BEFORE ME, the undersigned authority, a Notary Public in and for.....County, Texas, on this day personally appeared.....

known to me to be the person..... whose name is/are subscribed to the foregoing instrument, and acknowledged to me that.....executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of....., A. D. 195.....

Notary Public,County, Texas

STATE OF TEXAS

HARRIS.....County

BEFORE ME, the undersigned authority, a Notary Public in and for.....Harris.....County, Texas, on this day personally appeared Ben Wayne Hibbler....., and wife, Dorothy Hibbler.....

both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Dorothy Hibbler....., wife of the said Ben Wayne Hibbler....., having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dorothy Hibbler....., acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of November....., A. D. 195 8

Notary Public, Harris.....County, Texas

STATE OF TEXAS

.....County

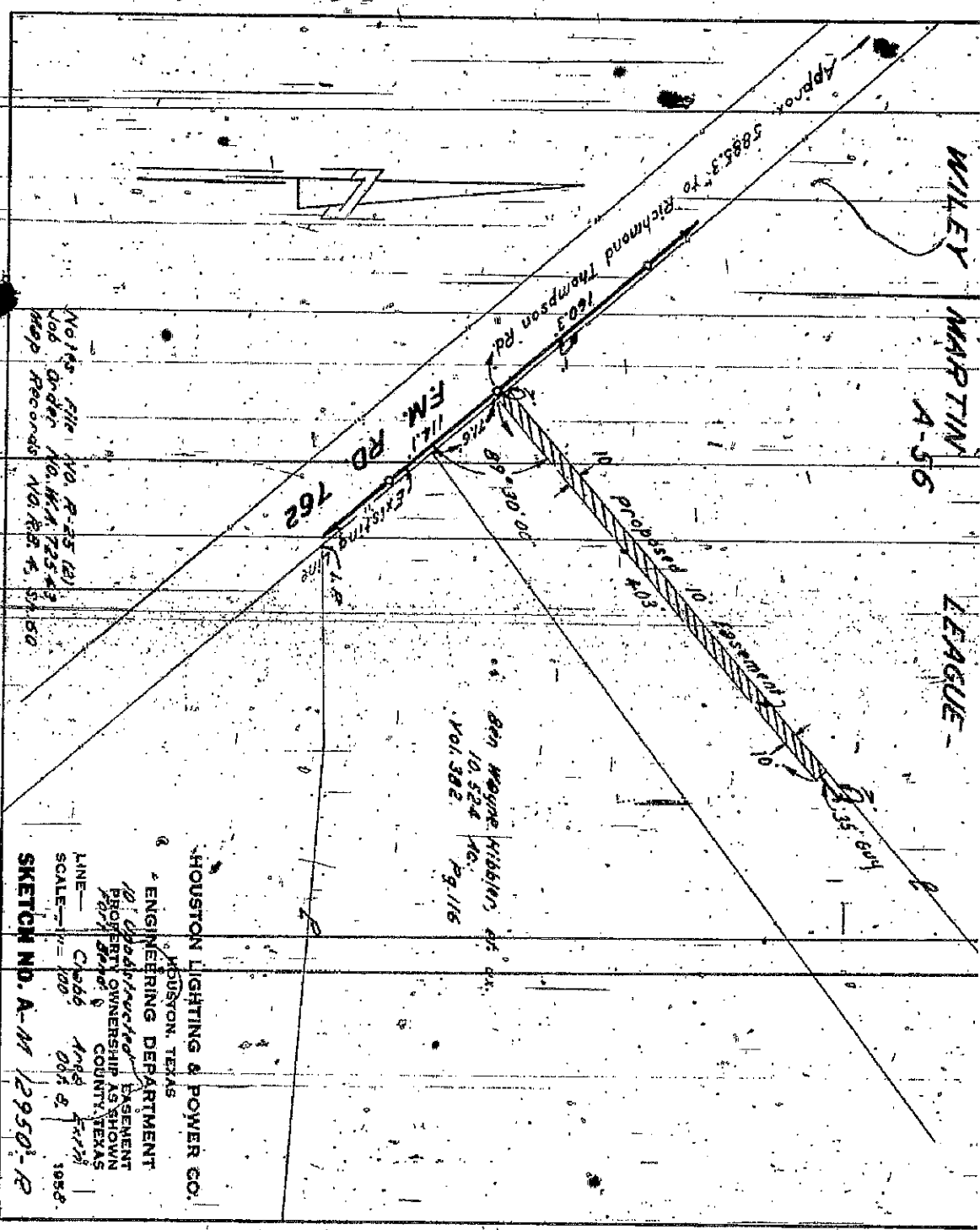
BEFORE ME, the undersigned authority, a Notary Public in and for.....County, Texas, on this day personally appeared....., and wife,

both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said....., wife of the said....., having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said....., acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of....., A. D. 195.....

Notary Public,County, Texas

STATE OF TEXAS
 COUNTY
 BEFORE ME, the undersigned authority, a Notary Public in and for
 Texas, on this day personally appeared
 known to me to be the person whose name before subscribed to the foregoing instrument, and acknowledged to
 me that
 the therein expressed in the cognate
 therein stated and as the act and deed of said Corporation.
 A. D. 1958



No. 145 file No. P-25 (21)
 Job Order No. WMA 72543
 Map Records No. RSR 4, 5, 6, 150

Ben Wayne Ribbin, et al.
 10, 524 AC.
 Vol. 382, P. 116

HOUSTON LIGHTING & POWER CO.
 HOUSTON, TEXAS
 ENGINEERING DEPARTMENT
 121 Goddard
 EASEMENT
 PROPERTY OWNERSHIP AS SHOWN
 COUNTY, TEXAS
 LINE— Chads And 2
 SCALE— 1" = 100'
 1958
 SKETCH NO. A-M 12950-R

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 Houston Electric, LLC.
Houston, TX United States

Certificate Number:
2017-289153

Date Filed:
11/30/2017

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

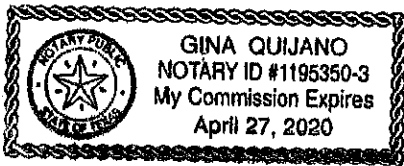
Date Acknowledged:

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.
CSJs 1415-03-010 & 0543-03-067
Relocation of Overhead Distribution Facilities: FM762/Crabb River from Rabbs Bayou to South of Lamar Consolidated ISD Complex

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.



AFFIX NOTARY STAMP / SEAL ABOVE

Jesus A. Guerra
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jesus A. Guerra, this the 30th day of December 2017, to certify which, witness my hand and seal of office.

Gina Quijano
Signature of officer administering oath

Gina Quijano
Printed name of officer administering oath

Exec. Assistant
Title of officer administering oath