

THIRD PARTY AERIAL 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 }  
COUNTY OF FORT BEND } KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Fort Bend County Drainage District, hereinafter referred to as "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, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has GRANTED, SOLD AND CONVEYED and does by these presents, GRANT, SELL AND CONVEY unto said Grantee, all or in part, an exclusive, perpetual aerial easement hereinafter referred to as the "Easement", for electric transmission and distribution lines and related communication facilities, consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, hereinafter referred to as "Facilities", located on, over, across, and above a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 6.3596-acre tract of land situated in the Thomas J. Nichols Survey, Abstract 296, in Fort Bend County, Texas, being the same property described in an instrument dated September 29, 1971 and filed for record in Volume 630, Page 226 of the Deed Records of said County and State.

The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:

Unobstructed aerial easements thirty (30) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, the locations of the centerlines of which are shown by the dot-dash symbols (L1 & L3) on Sketch No. 17-0808, attached hereto and made a part hereof.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor or 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 the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

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

It is expressly stipulated that Grantor, its successors, heirs and assigns, shall not have the right to cause nor permit any structures of whatsoever size, kind and nature, including, but not limited to, antennas or other objects whether temporary or permanent, to be constructed, installed or placed within said Easement Area without the express written consent and approval of Grantee.

The Easement Area herein granted shall be an unobstructed aerial easement with 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 Grantor's Property 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, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, 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 and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Fort Bend County Drainage District

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Title

STATE OF TEXAS }

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of Fort Bend County Drainage District, 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 drainage district.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

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

# THOMAS J. NICHOLS SURVEY A - 296

MURPHY RD. (F.M. 1092)

55' CITY OF STAFFORD  
STORM DRAINAGE  
MAINTENANCE EASEMENT  
VOL. 1969 PG. 1389 D.R.  
-9.7348 AC.

RESIDUE OF  
UNRESTRICTED  
RESERVE "A-1"  
BLOCK 1

TEXAS INSTRUMENTS  
REDEVELOPMENT  
PHASE I REPLAT  
OF RESERVE "A"  
O.P.R.  
C.C.F. 20160237

EXISTING  $\phi$  10'  
CENTERPOINT ENERGY  
EASEMENT  
C.C.F. 9631550  
SKETCH # 95-819  
F.B.C.W.C.I.D NO. 2  
C.C.F. 9827762 O.P.R.  
S.S.E. EASEMENT

FORT BEND COUNTY  
DRAINAGE EASEMENT  
VOL. 630 PG. 226  
-AC. 6.3595 AC.

N 87°21'47" E 1781.04'  
CALC. 987.53'

687.28'

N 87°21'47" E - 4779.22'

258.41'

289.91'

CALC. N 87°21'47" E 4777.02'

FND. 1/2" I.R.

250.00'

237.58'

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250.00'

3087.14'

CALC. 3086.93'

DED. 10' U.E.

342.22'

UNRESTRICTED RESERVE "E-1" C.C.F. 20040022 M.R.

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237.37'

250.00'

498.60'

503.32'

508.13'

161.30'

841.36' CALC.

FND. I.R. W/ALUM. CAP ILLEGIBLE

UNRESTRICTED RESERVE "A"

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