

**ELECTRIC 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, Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, its successors and assigns, 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 by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for electric distribution and related communications 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 a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 68.937-acre tract of land situated in the Noel F. Roberts Survey, Abstract 79, Fort Bend County, Texas, being the same property described in a deed from Dr. Harold I. Daily, et al. to Fort Bend County, Texas, dated April 1, 2016 and filed for record under County Clerk's File No. 2016036852 in the Official Public Records of said County and State; and,

That certain 1.103-acre tract of land situated in the Noel F. Roberts Survey, Abstract 79, Fort Bend County, Texas, being the same property described in an instrument dated December 31, 2018 and filed for record under County Clerk's File No. 2019016222 in the Official Public Records of said County and State, being further described in a deed filed for recorded under County Clerk's File No. 2011011839 in the Official Public Records of Fort Bend County, Texas.

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

An easement ten (10) feet wide, the location of the centerline of which is shown by the double dot-dash symbol on Sketch No. 20-0586, attached hereto 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 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 and 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 the Occupational Safety and Health Administration ("OSHA"), Chapter 752 of the Texas Health and Safety Code ("THSC"), the National Electric Code ("NEC"), and the National Electrical Safety Code ("NESC").

Absent written authorization by the Grantee, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by

Grantee at the Grantor's expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace them with new fencing.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under the Easement Area herein granted. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

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 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. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities,

then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

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. 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.

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, Texas, a body corporate and politic under the laws of the State of Texas

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, Texas, a body corporate and politic under the laws of the State of Texas, 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.

**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**

COUNTY OF FORT BEND  
NOEL F. ROBERTS SURVEY  
ABSTRACT No. 79

30' RIGHT-OF-WAY EASEMENT  
FORT BEND COUNTY, TEXAS  
F.B.C.C.F. No. 2019016222  
O.P.R.R.P.F.B.C.T.  
EXECUTED 12-31-2018  
DESCRIBED UNDER  
F.B.C.C.F. No. 2011011839  
O.P.R.R.P.F.B.C.T.  
EXECUTED 01-19-2011

NAILS ROAD  
(A/K/A SAUNDERS ROAD)  
(WIDTH VARIES)  
(AS MONUMENTED)

(CM)  
Fnd.  
1"IR

S01°58'47"E 662.18'

S01°58'47"E  
77.67'

(CM)  
Fnd.  
1"IR

CALLER 52.71 ACRES  
TWINWOOD (U.S.), INC.  
F.B.C.C.F. No. 2006086205  
O.P.R.R.P.F.B.C.T.  
EXECUTED 06-28-2006  
MERGER  
F.B.C.C.F. No. 2012121483  
O.P.R.R.P.F.B.C.T.  
EXECUTED 05-14-2012

☉ Houston Lighting and  
Power Company 10' Easement  
FILE NO. 23-C-81  
EXECUTED 09-14-1946

CALLER 1.103 ACRES  
FORT BEND COUNTY, TEXAS  
F.B.C.C.F. No. 2019016222  
O.P.R.R.P.F.B.C.T.  
EXECUTED 12-31-2018  
DESCRIBED UNDER  
F.B.C.C.F. No. 2011011839  
O.P.R.R.P.F.B.C.T.  
EXECUTED 01-19-2011

Northing(Y) = 13,799,796.68  
Easting(X) = 2,931,906.84

CALLER 68.937 ACRES  
FORT BEND COUNTY, TEXAS  
F.B.C.C.F. No. 2016036852  
O.P.R.R.P.F.B.C.T.  
EXECUTED 04-01-2016

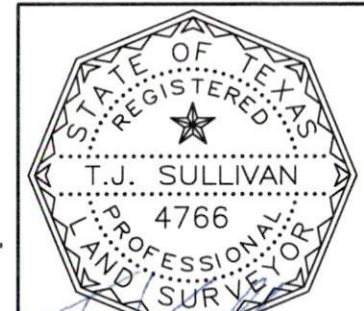
S88°14'16"W 465.09'

☉ 10' EASEMENT

Northing(Y) = 13,799,810.98  
Easting(X) = 2,932,371.65

FND. 1/4" IP

Sheet 1 of 1



NOTES:  
Coordinates and bearings are presented in the Texas Coordinate System of 1983, South Central Zone (TXSC Zone 4204); as defined in the Texas Natural Resources Code, sec. 21.071, et. seq.,

All distances are shown in surface, US survey feet, and may be converted to grid by dividing by the scale factor: 1.00013.

All Coordinates shown are in Grid values.

CenterPoint Energy

SURVEYING & RIGHT OF WAY  
P.O. Box 1700 Houston, TX 77251-1700  
713-207-2222  
T.B.P.L.S. #10027400

LEGEND

(CM) Controlling Monument  
● = Monument Found  
(Type and Size Noted)



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS 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: 08/27/2020

COUNTY: FORT BEND

DRAWN BY: SMC

SURVEY DATE: AUGUST 11, 2020 MAP NO: 3952B3

SCALE: 1"=100'

JOB NO: 94188851

FILE NO. - BOOK: 2020

CHECKED BY: TJS

GeoSolutions, LLC

25211 Grogan's Mill Road, Ste. 375  
The Woodlands, Tx 77380  
Phone: 281-681-9766  
(FIRM No. 100159-00)

SKETCH NO. 20-0586