

ROADWAY CONSENT

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§

GRANTOR: **CenterPoint Energy Houston Electric, LLC,** a Texas limited liability company, f/k/a Houston Lighting & Power Company

GRANTEE: **Fort Bend County, Texas,** a body corporate and politic of the State of Texas

CONSIDERATION: For Energy Park South Court, the sum of Ten Dollars and No Cents (\$ 10.00) and other valuable consideration.

CONVEYANCE and PROPERTY DESCRIPTION: For the consideration stated above paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed, the Grantor has CONSENTED and does by these presents CONSENT unto Grantee, its successors and assigns, for the purposes of the installation, use, construction, operation, inspection, repair, maintenance, replacement and removal of streets and roadways (consisting of all necessary equipment and appurtenances), roadway drainage and such other purposes and objects as Grantee may lawfully perform, the property, herein called "the Consent Area", described and illustrated on the sketch description attached hereto, marked **Exhibit "A"**, and made a part hereof for all purposes, together with the right of reasonable working space not unreasonably detrimental to

Grantor's use of its adjoining property, and all other rights necessary to the full and complete use and enjoyment of the Consent Area.

APPLICABLE LAWS AND CODES: To the extent that such laws and codes apply to Grantee, its successors or assigns, Grantee or its successors or assigns, contractors and agents shall observe all safety codes and laws which apply to working along, within and or near the Consent 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.

TERMS, CONDITIONS AND OBLIGATIONS: (1) This conveyance is subject to all restrictions, reservations, easements, pipelines, and encumbrances recorded in the Fort Bend County Clerk's Official Public Records of Real Property which affect the Consent Area, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas; (2) Grantee shall not construct, or allow to be constructed, any bridge, traffic control signal or sign within the Consent Area without the written permission of Grantor; (3) Grantee further agrees not to place any vegetation or trees within the Consent Area and shall be solely responsible for any damages to Grantor's property and facilities (4) Grantee, its successors and assigns, shall install Grantee's facilities within the Consent Area herein granted. If, at a later date, any portion of Grantee's facilities are found to be outside of the Consent Area, then Grantee will, at its own cost and expense, relocate said Grantee's facilities to within the Consent Area herein granted; and (5) Grantee, its successors and assigns, assumes all costs resulting from any temporary or permanent alterations to or changes in the structure support arrangement and installation (including, but not limited to, temporary guying, strengthening of structures and additional ground line treating of poles due to the disturbing of the earth around the base of the poles) of any of Grantor's structures or improvements located near the Consent Area herein granted and made necessary by the construction, maintenance, operation, and removal of said Grantee's facilities or any use consistent with the purpose of this Consent Area by Grantee, its successors or assigns (6) Grantee shall require its contractors to guarantee all work performed by its contractors and subcontractors against

any and all defects in workmanship and to, at their sole cost and expense, make repairs as deemed necessary by Grantor to remedy such defects within fourteen (14) days after demand and, (7) Grantee, its contractors and subcontractors are forever subject to all terms, conditions and construction requirements set out in Grantor's Specification for Construction on CenterPoint Energy Property, as they apply to Grantee's Facilities upon Grantor's Property, a copy of which is attached hereto and made a part hereof as EXHIBIT "B", and is hereinafter referred to as the "SPECIFICATIONS".

RESERVATIONS FROM CONVEYANCE: (1) Grantor retains reasonably unobstructed rights of ingress and egress to and from the Consent Area; and, (2) Grantor retains ownership of all of Grantor's facilities presently existing and all future facilities placed within the Consent Area.

FITNESS OF CONSENT AREA: Grantor does not warrant, expressly or implicitly, the conditions of fitness of the Consent Area conveyed hereunder, any such warranty being hereby expressly negated. Grantee, by acceptance hereof, acknowledges by recording this document that it has, as a further inducement to Grantor, made a complete inspection of the Consent Area, including the environmental condition existing in, on, and under it and any improvements being conveyed hereby, and is in all respects satisfied therewith and fully accepts the Consent Area above, at grade and under, in a **where is as is condition.**

TO HAVE AND TO HOLD the said consent, unto the Grantee, and its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns **TO WARRANT AND FOREVER DEFEND** all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Grantee shall be responsible for recording the consent and, upon receipt of the recorded instrument, shall deliver a copy to Grantor at the address below:

CenterPoint Energy Houston Electric, LLC
P.O. Box 1700
Houston, Texas 77251-1700
Attn: Matthew Dowell

IN WITNESS WHEREOF, these presents have been executed by Grantor this the _____
day of _____, 2022.

CenterPoint Energy Houston Electric, LLC

By: _____
Matthew R. Dowell
Manager, Land Management
Agent and Attorney in Fact

STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on _____, 2022, by
Matthew R. Dowell, Manager of Land Management, being Agent and Attorney in Fact on
behalf of CenterPoint Energy Houston Electric, LLC.

Notary Public in and for the State of Texas

Fort Bend County

By: _____
Judge KP George
County Judge of Fort Bend County

STATE OF TEXAS }

COUNTY OF FORT BEND}

This instrument was acknowledged before me on _____, 2022, by Judge KP George, County Judge of Fort Bend County, acknowledging he has full authority to execute the foregoing document and that he executed the same for the purposes and consideration therein expressed on the behalf of said county.

Notary's Signature

AFTER RECORDING RETURN TO:

**LAND MANAGEMENT
CENTERPOINT ENERGY
P.O. BOX 1700
HOUSTON, TX 77251-1700**