

## 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 political under the laws of the State of Texas, its successors and assigns, 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 unobstructed, perpetual **blanket** easement (hereinafter referred to as the "Easement Area", whether one or more) for electric distribution facilities 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 on, under, over, and across the following described lands, to wit:

That certain 68.937-acre tract of land in the Noel F. Roberts Survey, Abstract 79, Fort Bend County, Texas, being the same property described in a deed recorded in Clerk's File **2016036852** of the Official Records of said County.

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 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.

No structures shall be permitted closer than five (5) feet to the centerline of any underground or 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 Area herein granted be further defined, Grantee agrees, at Grantor's

expense, to prepare a new easement described by a sealed and surveyed metes and bounds sketch in accordance with terms and procedures set forth on Exhibit "A" and Grantee agrees to release the herein described easement at Grantor's expense upon execution and delivery of the new easement by Grantor.

In the event that Grantor, its successors and assigns, desire 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 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 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 Facilities.

TO HAVE AND TO HOLD the herein 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 itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the herein 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, 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, shall be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

**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 }

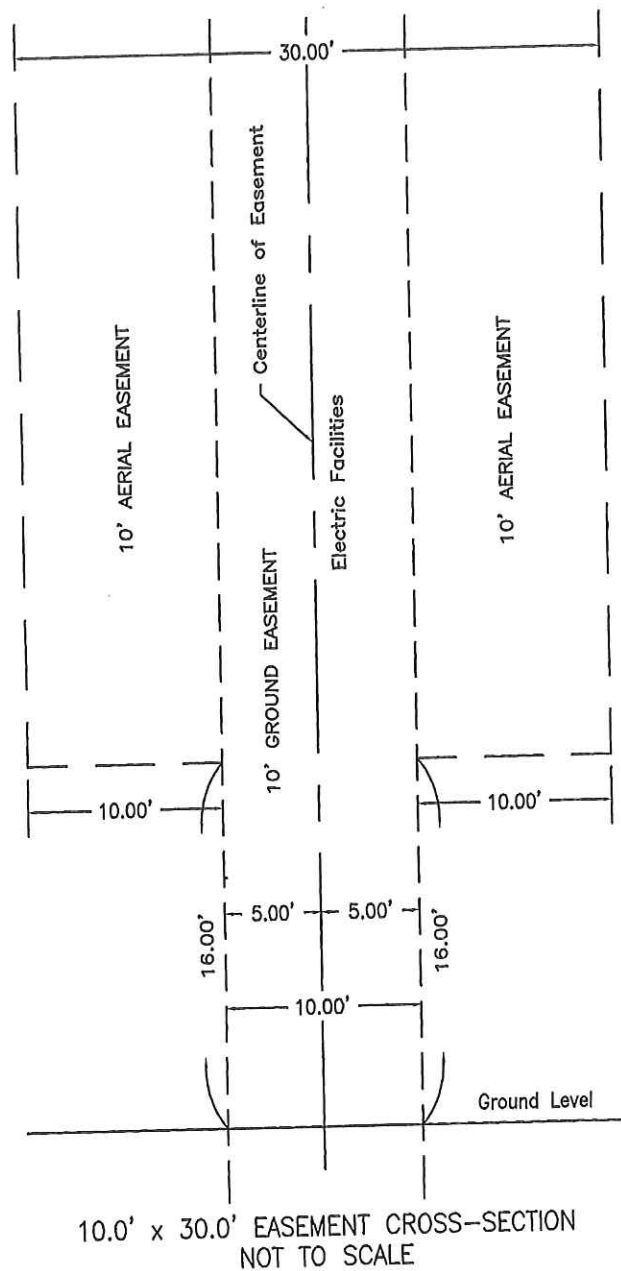
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President of Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, on behalf of said corporation.

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

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

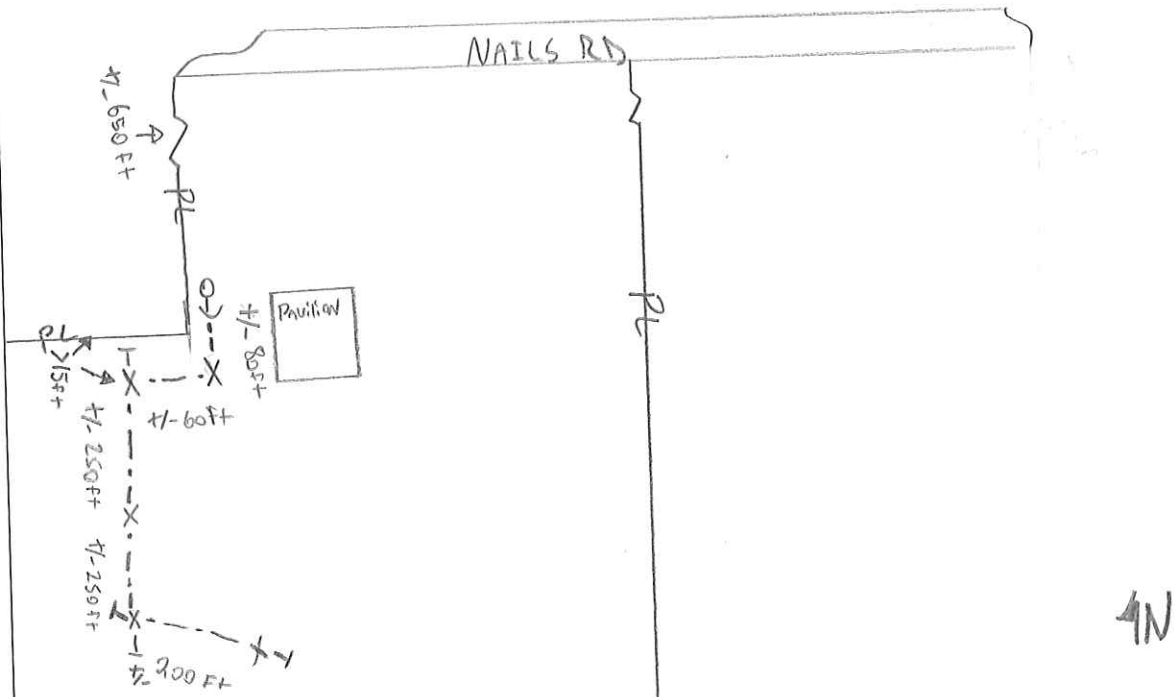
\_\_\_\_\_  
Commission Expires



Should Grantor request that the easement herein granted be further defined by a survey, the easement at the time of said survey shall be ten (10) feet wide centered on and extending fifteen (15) feet past the electrical facilities as built as referenced on Exhibit "B", not to exclude services and drops that extend to adjoining customers that may not be depicted on Exhibit "B", extending on, under, over, and across 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 as indicated in the sketch shown above.

Exhibit "A"

# CONSTRUCTION ESTIMATE LOCATION SKETCH



## Legend:

Existing Pole  
Proposed Pole  
Centerline of Electrical Facilities  
Proposed Guy  
Existing Guy

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X  
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This Exhibit is intended to pictorially show the approximate location of the initial facilities installed and is prepared as part of the construction estimate for the installation of those facilities. It is not intended as an actual survey and has not been prepared by a registered land surveyor. Calls shown are references only. No statement is made as to the validity of these calls.

LAT. 29°39'33"52

Job Number 94188851

LNG. -95°57'57"71

Service Address: 4026 NAILS RD.

EXHIBIT "B"

**ATTACHMENT  
AFFIDAVIT**

STATE OF TEXAS        }

COUNTY OF **Fort Bend** }

BEFORE me, the undersigned authority, on this day personally appeared \_\_\_\_\_ of Fort Bend County, Texas, a body corporate and political under the laws of the State of Texas, its successors and assigns, 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 68.937-acre tract of land in the Noel F. Roberts Survey, Abstract 79, Fort Bend County, Texas, being the same property described in a deed recorded in Clerk's File **2016036852** 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 \_\_\_\_\_ 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

SUBSCRIBED and SWORN before me 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**