

## 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            }  
COUNTY OF FORT BEND}

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Fort Bend County, 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:

Reserve "A" in Block 1 of Epicenter, a subdivision out of the I & G N Railroad Company Survey, Abstract 358, Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20220014 of the Plat 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:

1. An easement ten (10) feet wide, the location of which is shown by the hatched area on Plat Nos. 22-0563 and 22-0563A, attached hereto 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 above the ground and extending upward, located westerly of and adjoining said ten (10) foot wide easement
2. An unobstructed aerial easement thirty (30) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, the location of the centerline of which is shown by the double dot-dash symbol on said attached Plat No. 22-0563A.

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

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

\_\_\_\_\_  
KP George  
Name typed or printed

\_\_\_\_\_  
County Judge  
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 \_\_\_\_\_ KP George \_\_\_\_\_, \_\_\_\_\_ County Judge \_\_\_\_\_ of Fort Bend County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (   x   ) he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said County.

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**

REV.1: JOB NO.

BY:

DATE:

REV.2: JOB NO.

BY:

DATE:

EASEMENT — UNOBSTRUCTED

LAST PLOT DATE: 8/31/2022

COUNTY: FORT BEND

DRAWN BY: K.A.G.

SURVEY DATE: 07/20/2022

MAP NO: 4347C2

SCALE: 1" = 100'

JOB NO: 102464375

FILE NO. — BOOK: 2022

CHECKED BY: M.T.R.

**CenterPoint Energy**

SURVEYING &amp; RIGHT OF WAY

P.O. Box 1700 Houston, TX 77251-1700

713-207-2222

Firm Number: 10027400

PLAT NO. 22-0563

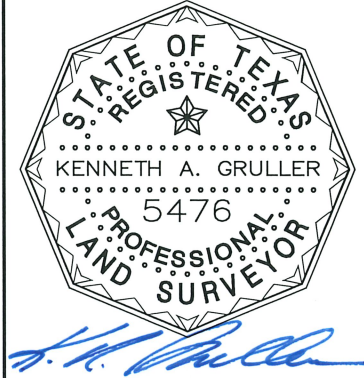
50 0 50 100 150

SCALE IN FEET

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

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

N



Sheet 1 of 3

JOSEPH D. VERMILLION SURVEY  
A-341U.S. HIGHWAY 59  
a.k.a. INTERSTATE HIGHWAY 69  
(WIDTH VARIES)

Approximate Survey Line

R.O.W. Line

City of Rosenberg

20' Water, Sanitary Sewer &  
Water Reuse Utility Facilities  
Easement

C.C.F. #2015053608 and 2015053613

10' EASEMENT

20' City of Rosenberg  
Utility Easement  
P.R. #20220014**EPICENTER**  
**PLAT #2022014 P.R.**RESERVE "A"  
BLOCK 1I. & G.N. RAILROAD COMPANY  
SURVEY A -35835' TxDOT Drainage Easement  
Vol. 534, Pg. 364 D.R.**LEGEND**● = Call & Fnd. 5/8" I.R.  
Unless Otherwise Noted.

⊗ = Pipeline Marker Exxon Mobile 1-800-537-5200

△ = Pipeline Marker Kinder Morgan 1-800-633-0184

--- = 30' Aerial Easement

/// = 10' Easement

Fnd. "X" in conc.

Fnd. 5/8" I.R.  
W/Plas cap "Terra"**ROSENBURG 36/59 REPLAT**  
**PLAT #20100104 P.R.**RESTRICTED RESERVE "A"  
BLOCK 1Fnd. 5/8" I.R.  
W/Plas cap "Terra"

Ded. 30' Private Access Easement

Fnd. PK Nail

NORTH FAIRGROUNDS ROAD  
(60')**Line Table**

Line #	Length	Direction
L1	35.01'	N 89°02'53" E
L2	9.11'	N 87°24'10" E
L3	7.29'	N 3°01'19" W
L4	20.94'	N 87°24'10" E
L5	22.12'	N 68°08'59" E

Matchline Sheet 2 of 3



# I. & G.N. RAILROAD COMPANY SURVEY A -358

N

30' AERIAL EASEMENT

35' TxDOT Drainage Easement  
Vol. 534, Pg. 364 D.R.

10' EASEMENT (A)

50' M2E3 Pipeline Easement  
C.C.F. #2019101955

**EPICENTER**  
**PLAT #20220014 P.R.**  
**RESERVE "A"**  
**BLOCK 1**

City of Rosenberg  
150' Wastewater Treatment Plant  
Buffer Zone Easement  
C.C.F. #2008099188

S/D Line

10' CenterPoint Easement  
Vol. 545, Pg. 351 D.R.

50' Enterprise Crude Pipeline LLC Easement  
C.C.F. #2014073620

30' Humble Pipeline Easement  
Vol. 425, 319 D.R.

Vol. 523, Pg. 585 D.R.  
Called 22.00 Ac.

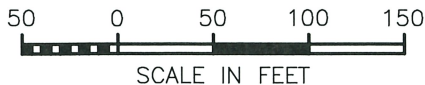
## LEGEND

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

⊗ = Pipeline Marker Exxon Mobile 1-800-537-5200

△ = Pipeline Marker Kinder Morgan 1-800-633-0184

--- = 30' Aerial Easement



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

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

HWY 36 PROPERTIES, LTD.

C.C.F. #2007126973

Called 37.0637 Ac.

**ROSENBURG 36/59 REPLAT**  
**PLAT #20100104 P.R.**

**RESTRICTED RESERVE "A"**  
**BLOCK 1**

## Line Table

Line #	Length	Direction
L1	35.01'	N 89°02'53" E
L2	9.11'	N 87°24'10" E
L3	7.29'	N 3°01'19" W
L4	20.94'	N 87°24'10" E
L5	22.12'	N 68°08'59" E

NORTH FAIRGROUNDS ROAD  
(60')

S 2°36'07" E - 1097.34'

S 2°36'07" E - 477.11'

Fnd. "X" in conc.

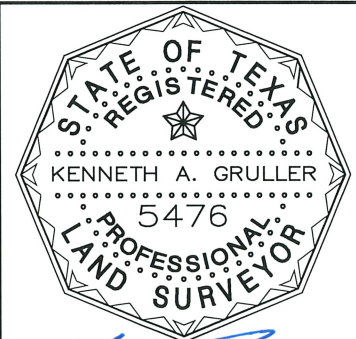
10' CenterPoint Easement  
Vol. 545, Pg. 351 D.R.

N 87°24'10" E - 1392.64'

S/D Line

30' City of Rosenberg  
Utility Easement  
Vol. 541, 377 D.R.

Sheet 2 of 3



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BY:

DATE:

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SURVEY DATE: 7/20/2022

SCALE: 1" = 100'

FILE NO. - BOOK: 2022

LAST PLOT DATE: 8/31/2022

DRAWN BY: K.A.G.

MAP NO: 4347C2

JOB NO: 102464375

CHECKED BY: M.T.R.

**CenterPoint Energy**

SURVEYING & RIGHT OF WAY

P.O. Box 1700 Houston, TX 77251-1700

713-207-2222

Firm Number: 10027400

PLAT NO. 22-0563A