

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

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 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 ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred

to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easement adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not located adjacent to property lines);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires 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, all bushes, trees and parts thereof, or other structures which, in the 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 Area 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.

SIGNATURE PAGE TO FOLLOW

EXECUTED this [] day of [], 20[].

COUNTY OF FORT BEND, TEXAS,
A BODY CORPORATE AND POLITICAL
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 [], the [] of County of Fort Bend, Texas, a body corporate and political 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, and as the act and deed of said entity.

Given under my hand and seal of office this [] day of [], 20[].

[]
Notary's Signature

[]
Name typed or printed

[]
Commission Expires

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF FORT BEND }

BEFORE me the undersigned authority on this day personally appeared _____, the _____ of County of Fort Bend, Texas, a body corporate and political under the laws of the State of Texas, 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:

The residue of that certain 50.003-acre tract of land situated in the Noel F. Roberts League, Abstract 79, Fort Bend County, Texas, being the same property described in a deed from Abe Daily, Jr. to County of Fort Bend, Texas, dated December 28, 2018, and filed for record under County Clerk's File No. 2019139526 in the Official Public Records of said County and State.

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[].

COUNTY OF FORT BEND, TEXAS,
A BODY CORPORATE AND POLITICAL
UNDER THE LAWS OF THE STATE OF TEXAS

BY: []
Signature

[]
Name typed or printed

[]
Title

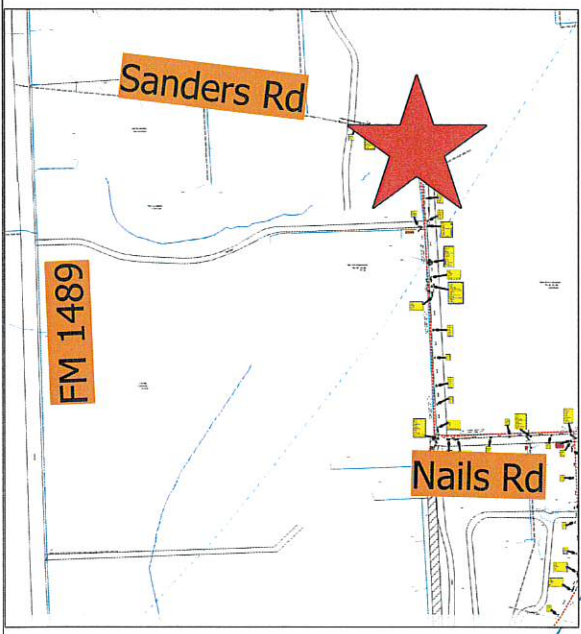
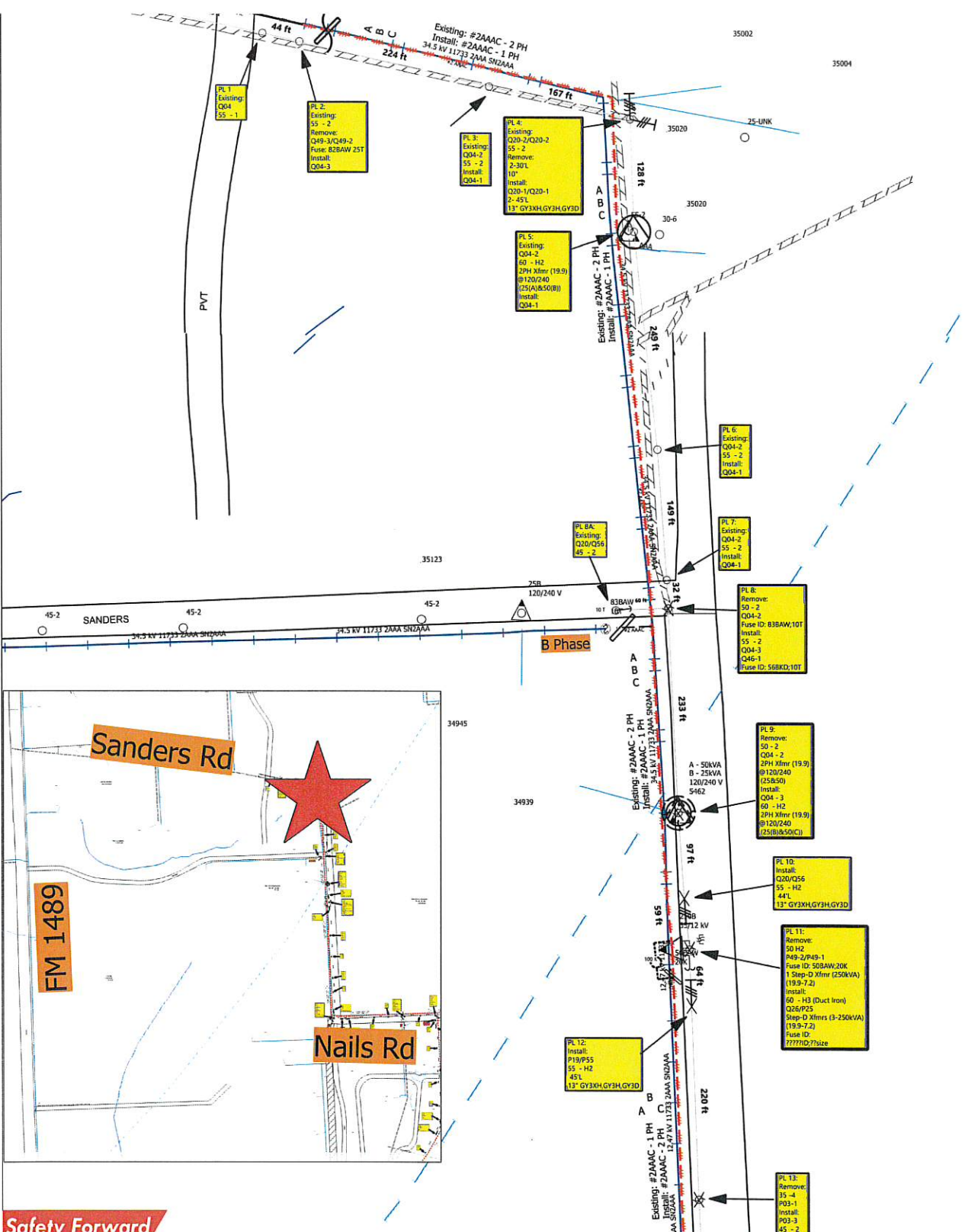
SUBSCRIBED and SWORN before me this [] day of [], 20[].

[]
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**



Safety Forward

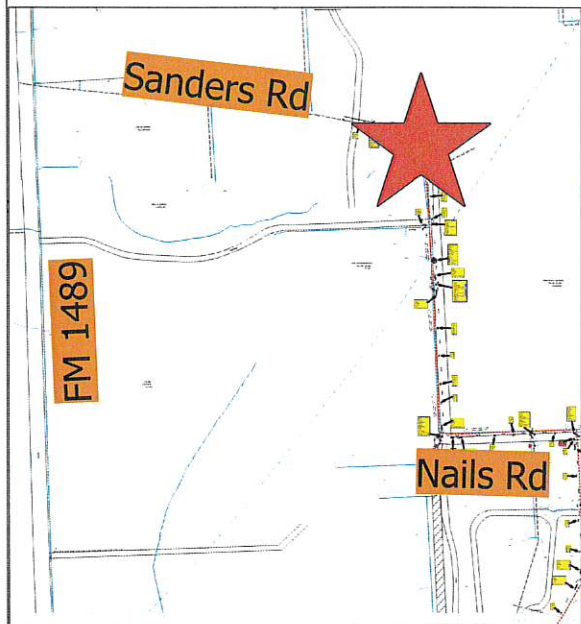
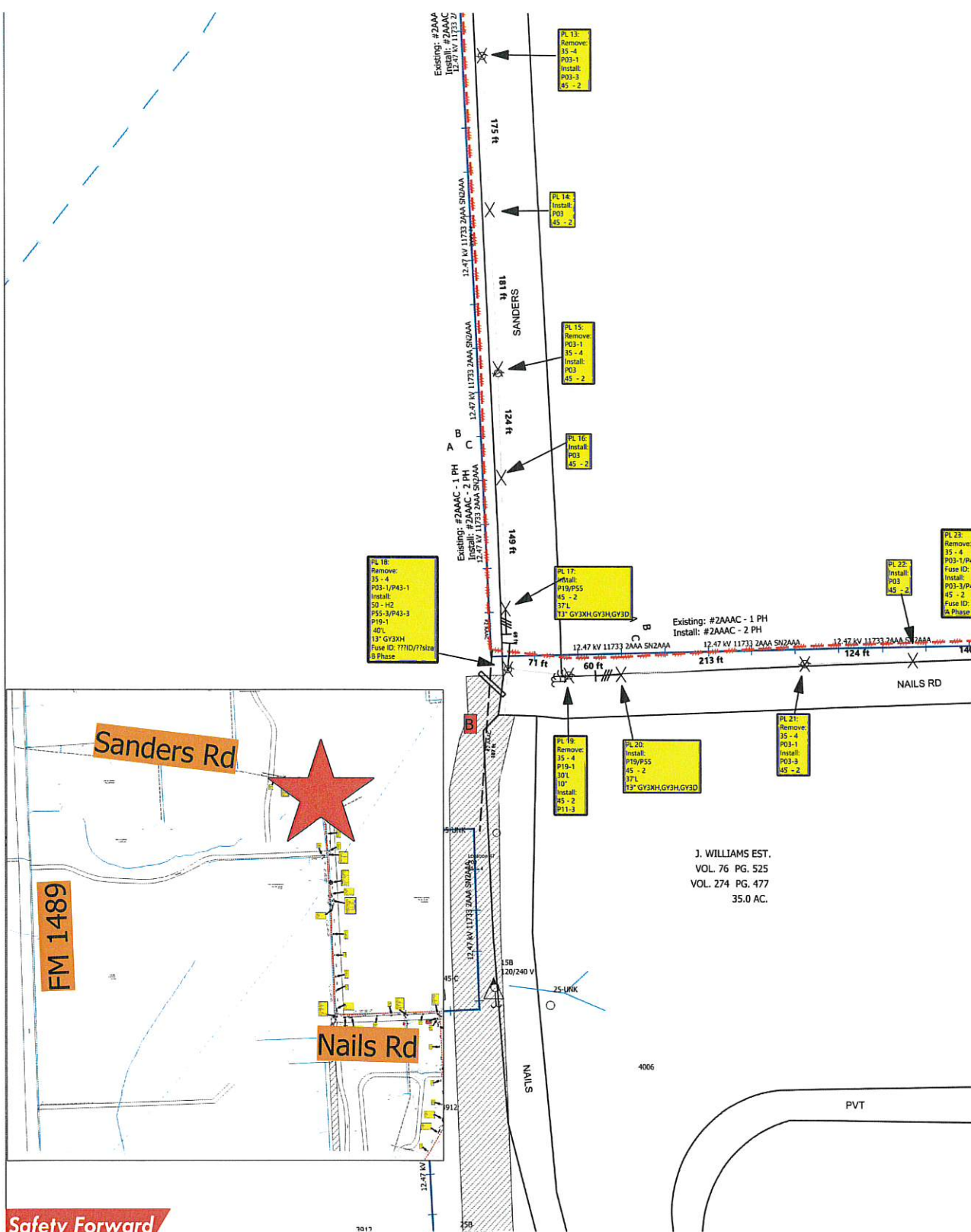
NOTES

PG 1

OVERHEAD CONSTRUCTION LEGEND

EXISTING DOWN GUY AND ANCHOR		EXISTING O/H PRIMARY	
REMOVE DOWN GUY AND ANCHOR		REMOVE O/H PRIMARY	
PROPOSED DOWN GUY AND ANCHOR		PROPOSED O/H PRIMARY	
EXISTING OVERHEAD TRANSFORMER		EXISTING POLE	
REMOVE OVERHEAD TRANSFORMER		REMOVE POLE	

WORK ORDER	WORK CENTER	
114518896	Fort Bend	3952
CIRCUIT ID NUMBER	FUNCTIONAL LOC.	KE
WA42	DIS-011733-OVH	5
ORDER TYPE	MAINT ACT TYPE	FIELD TEC
HDC2	64	
Service Address : 4040 NAILS RD FULSHEAR TX 77441		
Consultant : Brayden Pawlak		
Consultant Signature:		
Phone # : 281-341-4985	Mobile # : 832-963-4448	



Safety Forward

NOTES

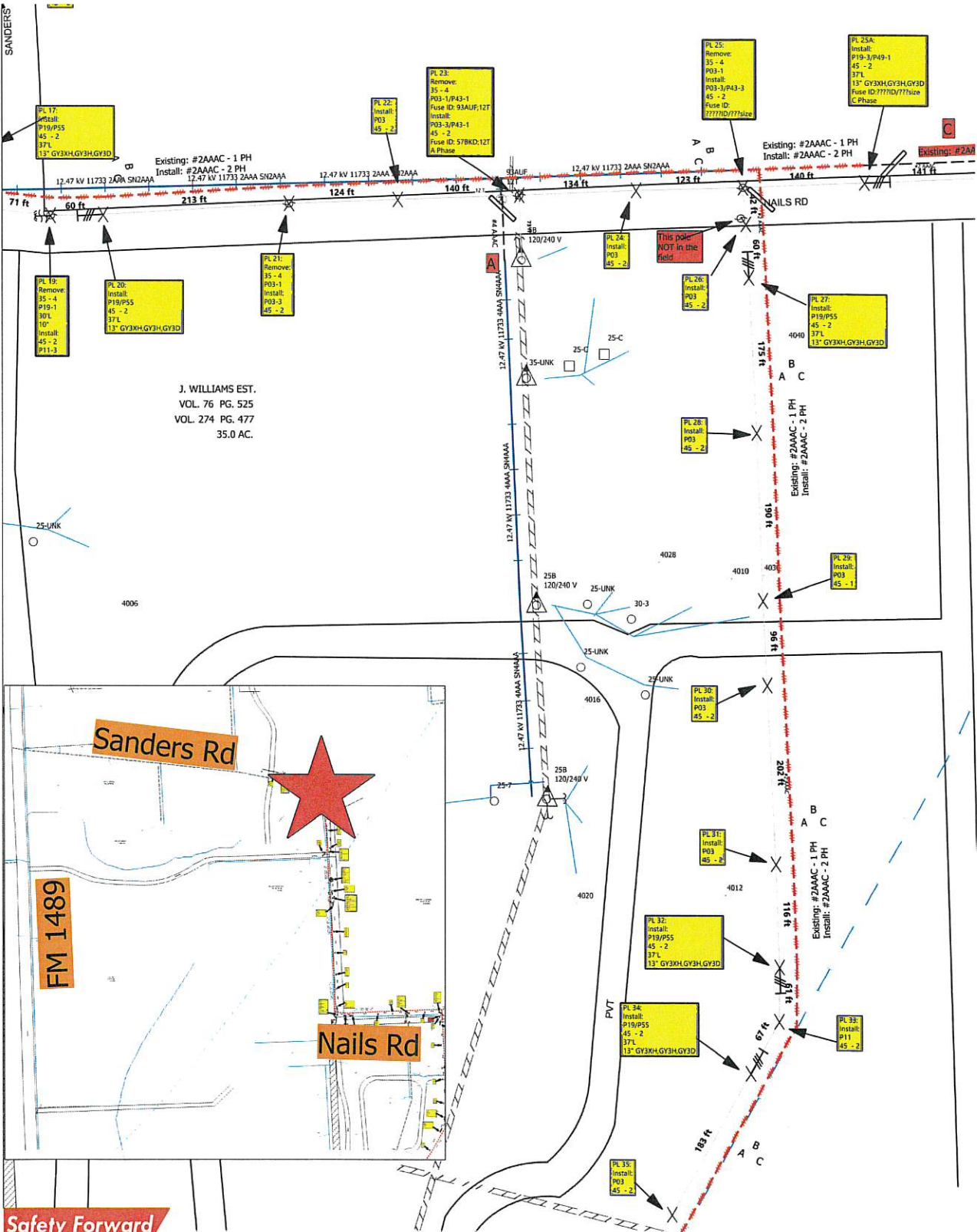
PG 2

CenterPoint Energy

OVERHEAD CONSTRUCTION LEGEND

EXISTING DOWN GUY AND ANCHOR		EXISTING O/H PRIMARY	
REMOVE DOWN GUY AND ANCHOR		REMOVE O/H PRIMARY	
PROPOSED DOWN GUY AND ANCHOR		PROPOSED O/H PRIMARY	
EXISTING OVERHEAD TRANSFORMER		EXISTING POLE	
REMOVE OVERHEAD TRANSFORMER		REMOVE POLE	

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Consultant : Brayden Pawlak		
Consultant Signature:		
Phone # : 281-341-4985		Mobile # : 832-963-4448



J. WILLIAMS EST.
VOL. 76 PG. 525
VOL. 274 PG. 477
35.0 AC.

Sanders Rd

Nails Rd

FM 1489

Safety Forward

NOTES

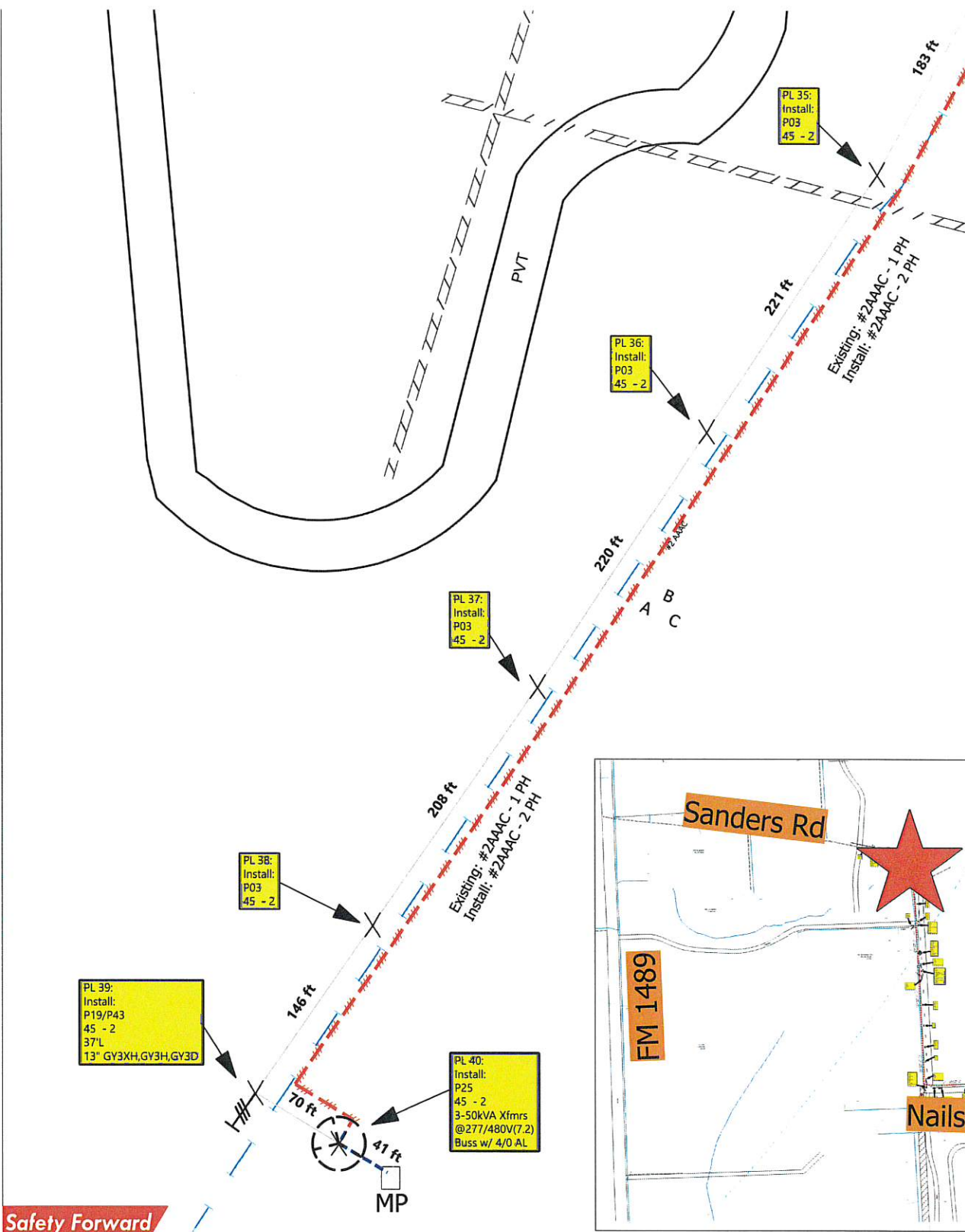
PG 3



OVERHEAD CONSTRUCTION LEGEND

EXISTING DOWN GUY AND ANCHOR		EXISTING O/H PRIMARY	
REMOVE DOWN GUY AND ANCHOR		REMOVE O/H PRIMARY	
PROPOSED DOWN GUY AND ANCHOR		PROPOSED O/H PRIMARY	
EXISTING OVERHEAD TRANSFORMER		EXISTING POLE	
REMOVE OVERHEAD TRANSFORMER		REMOVE POLE	

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Safety Forward

NOTES

EXHIBIT "A"



OVERHEAD CONSTRUCTION LEGEND

EXISTING DOWN GUY AND ANCHOR		EXISTING O/H PRIMARY	
REMOVE DOWN GUY AND ANCHOR		REMOVE O/H PRIMARY	
PROPOSED DOWN GUY AND ANCHOR		PROPOSED O/H PRIMARY	
EXISTING OVERHEAD TRANSFORMER		EXISTING POLE	
REMOVE OVERHEAD TRANSFORMER		REMOVE POLE	