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**THIRD PARTY 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 FT. BEND    }

THAT, Fort Bend County Drainage District, 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:

The residue of Commercial/Industrial Reserve "B" of Greenbriar Southwest Section 4, a subdivision out of the Thomas J. Nichols Survey, Abstract 296, Fort Bend County, Texas, according to the plat thereof recorded in Volume 23, Page 22 of the Plat Records of Fort Bend County, Texas, being out of the same property described in an instrument recorded in Volume 630, Page 226 of the Deed 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:

An easement ten (10) feet wide, the location of the centerline of which is

shown by the dot-dash symbol on Sketch No. 16-0593, 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.

By and through, whatever rights, title or interest Grantor holds in and to, or that may be acquired in the future, in the residue of that certain tract of land.

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, Grantor, 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.

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 assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event that 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.

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.

Grantor, its successors and assigns, reserves the right to cross Grantor's Property and the Easement Area with pipelines, roadways or other facilities in a near perpendicular fashion, but not along or longitudinally within said Easement Area, provided (i) 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, (ii) Grantor does not allow other utilities to cross within twenty-four (24) inches of Grantee's at or below ground Facilities and, (iii) Grantor does not allow other utilities to cross Grantee's above ground Facilities in such a way that creates a violation of any applicable safety codes, including, but not limited to O.S.H.A., Chapter 752, NEC, and NESC.

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 4th day of October, 2016.

FORT BEND COUNTY DRAINAGE DISTRICT

BY:   
Signature

Robert E. Hebert  
Name typed or printed

Chairman, County Judge  
Title

STATE OF TEXAS }

COUNTY OF FORT BEND }

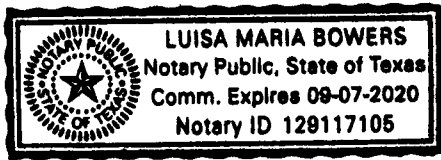
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert E. Hebert, Chairman, County Judge, of Fort Bend County Drainage District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me 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 county.

Given under my hand and seal of office this 4<sup>th</sup> day of October, 2016.

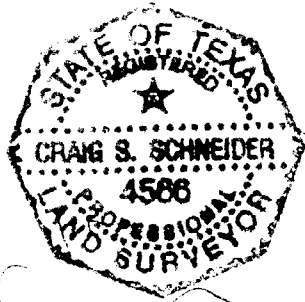
*Luisa Maria Bowers*  
Notary's Signature

Luisa Maria Bowers  
Name typed or printed

9-7-2020  
Commission Expires



AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700



TEXAS  
INSTRUMENTS  
REDEVELOPMENT  
PHASE 1  
20150248 P.R.

WEST AIRPORT BOULEVARD

L=91.19'  
R=22858.33'  
Δ=0°13'43"  
Ch Brg=N2°40'45"W  
Ch Dist=91.19'

5/8" I.R. w/Plastic Cap  
Mkd. "COTTON SURV"

City of Stafford  
110' Storm Drainage,  
Maintenance Easement.  
Vol. 1969, Pg.1389 D.R.

Unrestricted  
Reserve 'C'

2015126268 O.P.R.  
All of Unrestricted  
Reserve C

Block 1

Unrestricted  
Reserve 'B'

LEGEND

--- = 10' EASEMENT

City of Stafford  
55' Storm Drainage,  
Maintenance Easement.  
Vol. 1969, Pg.1389 D.R.

Fort Bend County Water  
Control and Improvement  
District No. 2,  
Sanitary Sewer Easement.  
9827762 O.P.R.  
Called 1.4205 Acres

GREENBRIAR SOUTHWEST  
SECTION 4  
Vol. 23, Pg. 22, P.R.

Ded. 15'  
FBCWCID #2 SSE

S/D Line

Fnd.  
1/2" I.P.

Fort Bend County, Drainage Esmt.  
Vol. 630, Pg. 226 D.R., Called 60'

Residue of Commercial / Industrial Reserve 'B'

S 2°40'42" E  
60.00'

S 87°21'51" W - 4779.75'  
to Fnd. 3/4" I.R. @ Kirkwood Rd.

Existing CenterPoint Energy  
f.k.a. Houston Lighting  
& Power Company  
10' Easement  
Vol. 1778, Pg. 726 O.R.

Commercial /  
Industrial  
Reserve 'B-7'

Existing CenterPoint Energy  
f.k.a. Houston Lighting  
& Power Company  
10' Easements  
Vol. 1778, Pg. 724 O.R.  
Vol. 1778, Pg. 730 O.R.

Commercial / Industrial Reserve  
'B-9'

BLUEBONNET DRIVE  
(Called 60' R.O.W.)

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

Partial Replat of  
COMMERCIAL/  
INDUSTRIAL  
RESERVE B  
GREENBRIAR  
SOUTHWEST  
SECTION 4  
Side 1957A, P.R.

Replat of  
GREENBRIAR SOUTHWEST,  
SECTION 4  
COMMERCIAL/INDUSTRIAL  
RESERVE B-8 & B-9  
20080005 P.R.

THOMAS J. NICHOLS  
SURVEY, A-296

Commercial / Industrial  
Reserve 'B-8'

CAPRICORN DRIVE  
(Called 60' R.O.W.)

FM HIGHWAY 1092 (Called 120')  
(MURPHY ROAD)

100 0 100 200 300

SCALE IN FEET

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  
COUNTY: FORT BEND  
SURVEY DATE: 7/21/2016  
SCALE: 1" = 200'  
FILE NO. - BOOK: 2016

LAST PLOT DATE: 08/04/2016  
DRAWN BY: A.W.P.  
MAP NO: 4952 C  
JOB NO: 78253827  
CHECKED BY: C.S.S.

CenterPoint Energy

SURVEYING & RIGHT OF WAY  
P.O. Box 1700 Houston, TX 77251-1700  
713-207-2222  
Firm Number: 10027400  
SKETCH NO. 16-0593

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk  
Fort Bend County, Texas

October 04, 2016 03:47:34 PM

FEE: \$0.00 MAM  
EASEMENT

2016110930



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
CenterPoint Energy Houston Electric  
Houston, TX United States

**Certificate Number:**  
2016-117274

**Date Filed:**  
09/28/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County Drainage District

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
CNP 78253827  
Electric Easement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	O'Brien, Dana C.	Houston, TX United States	X	
	Bridge, Tracy B.	Houston, TX United States	X	
	Rogers, William D.	Houston, TX United States	X	
	Prochazka, Scott M.	Houston, TX United States	X	
	Utility Holding, LLC	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Austin Dombrowski, this the 28 day of September 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
Signature of officer administering oath

LaTonya Lester  
Printed name of officer administering oath

Notary  
Title of officer administering oath

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 10/04/2016

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Utility Holding, LLC	Houston, TX United States	X	

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\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath