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**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, Trustee, 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, subject to those matters of record and those permitted encumbrances described herein, 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 east twenty (20) feet of Block 614 of Magnolia Place, a subdivision out of the Thomas Gleason Survey, Abstract 184, Fort Bend County, according to the map or plat thereof recorded in Volume 2, Page 6 of the Plat Records of said county and state, being the same property described in a deed from Constable R. L. Ramirez, Precinct 1, Fort Bend County, Texas to Fort Bend County, Trustee, dated February 2, 2016 and filed for record under County Clerk's File 2016029723 of the Official Public 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 six (6) feet wide, the location of the centerline of which is shown by the dot-dash symbol on Sketch No. 17-0578, attached hereto and made a part hereof, together with unobstructed aerial easements two (2) feet, six (6) inches wide, beginning at a plane fourteen (14) feet above the ground and extending upward, located on both sides of and adjoining said six (6) foot wide easement.

The Easement Area herein granted shall apply only insofar as the boundaries of Grantor's Property will permit.

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.

Absent written authorization by the affected 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 may be removed by Grantee at the Grantee's expense should they be an obstruction. Grantee shall 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 utilities, roadways, driveways, across, within or under the Easement Area herein granted, provided doing do does not, in the sole reasonable opinion of Grantee, endanger or interfere with the efficient, safe and proper operation, and maintenance of Grantee's Facilities. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing 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 Grantee's reasonable determination, 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.

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 19 day of December, 2017.

Fort Bend County, Trustee

BY:   
Signature

Robert E. Hebert  
Name typed or printed

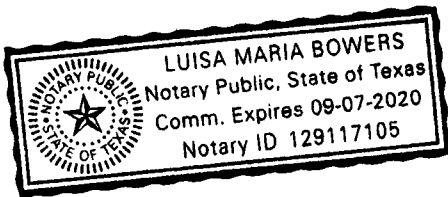
County Judge  
Title

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 County Judge of Fort Bend County, Trustee, 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.

Given under my hand and seal of office this 19<sup>th</sup> day of December, 2017.



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**

S 87°17'15" W - 330.00'

Fnd. 5/8" I.R.  
bears S 87°17'15" W-1.00'

Fnd. 1" I.P.

# THOMAS GLEASON SURVEY, A-184

## MAGNOLIA PLACE

VOL. 2, PG. 6 P.R.

BLOCK 614

BLOCK 613  
BLOCK 614

N 2°37'07" W - 637.41'  
(call-646.15)

N 2°37'07" W  
498.83'

BLOCK 614  
BLOCK 615

2016002201 O.P.R.  
CALLED LOT 5  
BLOCK 614

FORT BEND COUNTY, TRUSTEE  
2016029723 O.P.R.  
EAST 20' OF  
BLOCK 614

2014030136 O.P.R.  
CALLED LOT 5  
BLOCK 615

APPROX. PROPERTY LINE LOCATION

2006007122 O.P.R.  
CALLED N/2 LOT 6  
BLOCK 614

N 2°37'07" W - 637.95'  
(call-646.15)

2000016096 O.P.R.  
CALLED LOT 6  
BLOCK 615

6' EASEMENT

VOL. 545, PG. 31 D.R.  
CALLED PART OF  
BLOCK 614

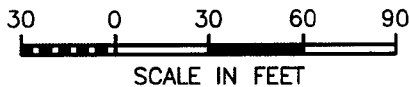
L1  
L2  
N 2°42'26" W - 138.09'

N 87°22'53" E - 317.03'  
330.00'

330± TO  
KANSAS STREET

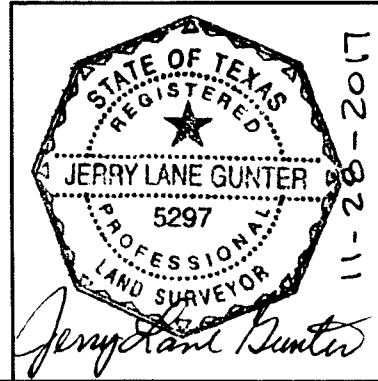
Fnd. 1/2" I.R.

## PALM STREET



Line Table		
Line #	Length	Direction
L1	6.89'	N 84°17'56" W
L2	12.97'	N 87°22'53" E

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



REV.1: JOB NO. 82811914B BY: A.B. DATE: 11-28-17 REV.2: JOB NO. BY: DATE:

EASEMENT - UNOBSTRUCTED  
 COUNTY: FORT BEND  
 SURVEY DATE: 11-20-2017  
 SCALE: 1" = 60'  
 FILE NO. - BOOK: 2017

LAST PLOT DATE: 11-28-2017  
 DRAWN BY: A.B.  
 MAP NO: 5147B4  
 JOB NO: 82811914  
 CHECKED BY: J.L.G.

**CenterPoint Energy**  
 SURVEYING & RIGHT OF WAY  
 P.O. Box 1700 Houston, TX 77251-1700  
 713-207-2222  
 Firm Number: 10027400  
 SKETCH NO. 17-0578

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

December 21, 2017 09:56:47 AM

FEE: \$0.00

RMM

**2017139483**



# 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, LLC  
Houston, TX United States

Certificate Number:  
2017-292947

Date Filed:  
12/12/2017

**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, Trustee

Date Acknowledged:

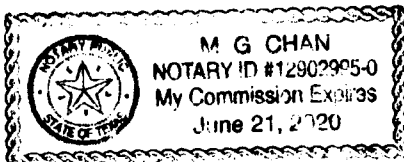
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
82811914C  
Electric easement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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 MARIL G. CHAN, this the 12th day of DECEMBER, 20 17, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*

Signature of officer administering oath

MARIL G. CHAN

Printed name of officer administering oath

POW Agent

Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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 Houston, TX United States

**Certificate Number:**  
 2017-292947

**Date Filed:**  
 12/12/2017

**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, Trustee

**Date Acknowledged:**  
 12/19/2017

**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.**  
 82811914C  
 Electric easement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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.

\_\_\_\_\_  
 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