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THIRD PARTY AERIAL 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 Drainage District, 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 does by these presents, GRANT, SELL AND CONVEY unto said Grantee, all or in part, an exclusive, perpetual aerial easement hereinafter referred to as the "Easement", for electric transmission and distribution lines and related communication facilities, consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, hereinafter referred to as "Facilities", located on, over, across, and above a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 6.3596-acre tract of land situated in the Thomas J. Nichols Survey, Abstract 296, in Fort Bend County, Texas, being the same property described in an instrument dated September 29, 1971 and filed for record 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:

Unobstructed aerial easements thirty (30) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, the locations of the centerlines of which are shown by the dot-dash symbols (L1 & L3) on Sketch No. 17-0808, attached hereto and made a part hereof.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor or 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.

Notwithstanding the description of the Easement Area set forth herein, the parties intend that the Easement Area herein granted shall run to the edge of Grantor's Property so that the exteriors of all ground and/or aerial easements herein granted are to intersect with the exteriors of all adjoining easements and/or property lines without creating any gaps between the Easement Area herein granted and any existing easements and/or property lines.

It is expressly stipulated that Grantor, its successors, heirs and assigns, shall not have the right to cause nor permit any structures of whatsoever size, kind and nature, including, but not limited to, antennas or other objects whether temporary or permanent, to be constructed, installed or placed within said Easement Area without the express written consent and approval of Grantee.

The Easement Area herein granted shall be an unobstructed aerial easement with 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.

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 9 day of January, 2018.

Fort Bend County Drainage District

BY: [Signature]
Signature

Robert E. Hebert

Name typed or printed

County Judge, Chairman Drainage District

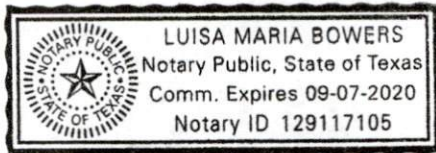
Title

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, Chairman 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 drainage district.

Given under my hand and seal of office this 9th day of January, 2018



[Signature]
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

THOMAS J. NICHOLS SURVEY A - 296

N

EXISTING ϕ 10' CENTERPOINT ENERGY EASEMENT
C.C.F. 9631550
SKETCH # 95-819

F.B.C.W.C.I.D NO. 2
C.C.F. 9827762 O.P.R.
S.S.E. EASEMENT

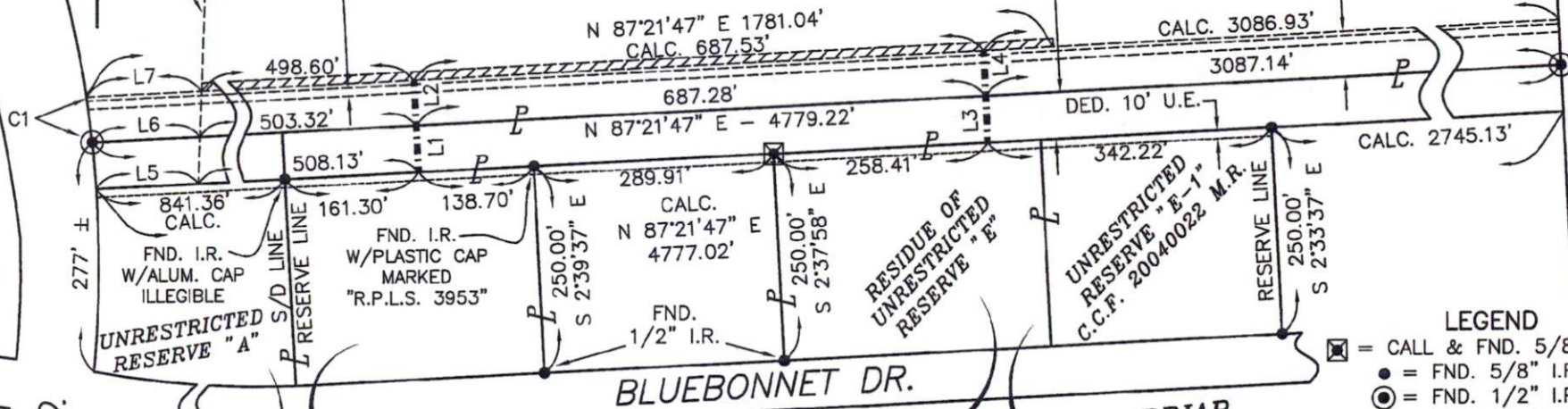
TEXAS INSTRUMENTS REDEVELOPMENT PHASE I REPLAT OF RESERVE "A"
C.C.F. 20160237 O.P.R.

RESIDUE OF UNRESTRICTED RESERVE "A-1" BLOCK 1

55' CITY OF STAFFORD STORM DRAINAGE MAINTANCE EASEMENT
VOL. 1969 PG. 1389 D.R.
9.7348 AC.

FORT BEND COUNTY DRAINAGE EASEMENT
VOL. 630 PG. 226
AC. 6.3595 AC.

MURPHY RD. (F.M. 1092)



LEGEND
 ☒ = CALL & FND. 5/8" I.R.
 ● = FND. 5/8" I.R.
 ⊙ = FND. 1/2" I.P.
 UNLESS OTHERWISE NOTED

KIRKWOOD RD.

GREENBRIAR SOUTHWEST SECTION ONE
VOL. 9 PG. 9 P.R.

4310 BLUEBONNET L.P.
C.C.F. 2002141385
CALLED 1.7218 AC.

RIVERPOINT HOLDINGS LLC
C.C.F. 2006058517
CALLED 1.8480 AC.

GREENBRIAR SOUTHWEST SECTION TWO
VOL. 11 PG. 14 P.R.

Line Table

Line #	Length	Direction
L1	56.72'	N 2°41'24" W
L2	55.00'	N 2°41'24" W
L3	56.72'	N 2°25'24" W
L4	55.00'	N 2°25'24" W
L5	494.53'	N 87°21'47" E
L6	501.49'	N 87°21'47" E
L7	510.58'	N 87°21'47" E

LEGEND

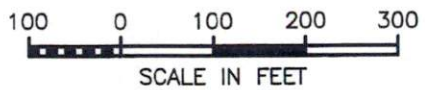
===== = 10' EASEMENT

----- = ϕ 30' AERIAL EASEMENT

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	55.18'	1349.85'	2°20'32"	N 7°14'02" W	55.18'

BEARING BASIS:
TEXAS COORDINATE SYSTEM OF 1983,
SOUTH CENTRAL ZONE (TXSC ZONE 4204); NAD 83



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	LAST PLOT DATE: 11/14/17		<p>CenterPoint Energy SURVEYING & RIGHT OF WAY P.O. Box 1700 Houston, TX 77251-1700 713-207-2222 Firm Number: 10027400 SKETCH NO. 17-0808</p>		
COUNTY: FORT BEND	DRAWN BY: CLC				
SURVEY DATE: 11/01/17	MAP NO: 4952C3				
SCALE: 1" = 200'	JOB NO: 82481822				
FILE NO. - BOOK: 2017	CHECKED BY: JLG				

RETURN AT COUNTER:

FORT BEND COUNTY CLERK

ADMIN SERV COORD

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

January 10, 2018 02:32:11 PM



FEE: \$0.00

MAM

2018003799

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:
2018-297996

Date Filed:
01/03/2018

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:
01/09/2018

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.
82481822
Installing power lines over the drainage ditch

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Utility Holding LLC	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)