

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 FORT BEND}

THAT, County of Fort Bend, 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 and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, their respective successors and assigns, hereinafter collectively referred to as "Grantee", with principal address at P. O. Box 1700, Houston, Texas 77251-1700, has GRANTED, SOLD AND CONVEYED and by these presents, does GRANT, SELL AND CONVEY unto said Grantees, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for electric distribution facilities, natural gas facilities 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", lying within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 0.2238-acre tract of land situated in the Benjamin M. George Survey, Abstract 175, in Fort Bend County, Texas, being the same property described in a deed from Phil Lundin to County of Fort Bend, dated February 20, 2009 and filed for record under County Clerk's File No. 2009018146 in 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:



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An easement ten (10) feet wide, the location of which is shown by the hatched area on Sketch No. 18-0215, 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.

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 or assigns, Grantor, its successors or 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.

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

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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. 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.

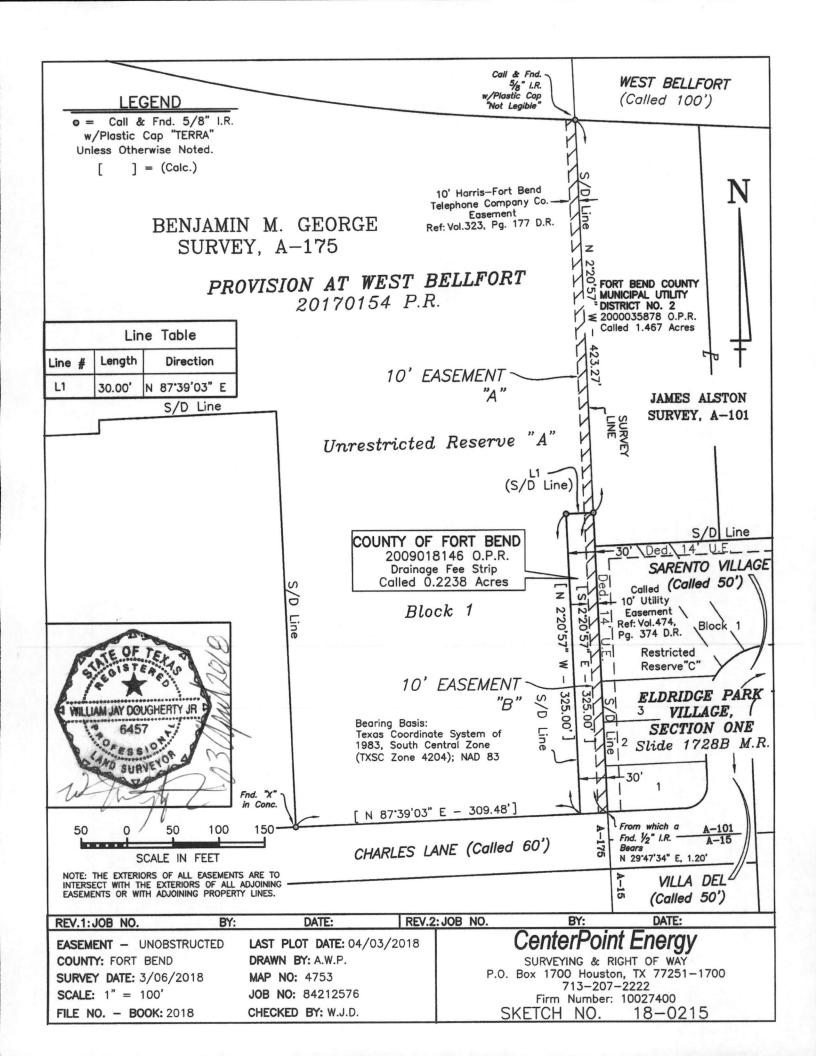
The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's 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.

(Intentionally left blank)

EXECUTED this24 day of	April , 20 <u>18</u> .	
County of Fort Beng 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 N this day personally appeared Robert		ıs, on
	ty of Fort Bend, known to me to be the pe	
whose name is subscribed to the foregoing ()he executed the same for the purposes		
capacity therein stated, and as the act and d		
Given under my hand and seal of office this	is 24^{th} day of 951 , 20	0 <u>/8</u> .
TZOTSY BALLESTEROS Notary Public, State of Texas Comm. Expires 03-06-2022 Notary ID 13147678-5	Notation Signature Tzotsu Ballesteries Tzotsu Ballesteries Name typed or printed 3-06-2027 Commission Expires	Ø

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

EXHIBIT A



FILED AND RECORDED OFFICIAL PUBLIC RECORDS

*

Laura Richard, County Clerk Fort Bend County Texas April 25, 2018 03:03:08 PM

FEE: \$0.00

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