

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.

THE STATE OF TEXAS }
 KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF HARRIS }

That, HARRIS COUNTY, a body corporate and politic of the State of Texas, hereinafter referred to as "GRANTOR", for and in consideration of ONE DOLLAR (\$1.00) paid to GRANTOR by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "GRANTEE", the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and does by these presents GRANT, SELL and CONVEY unto GRANTEE, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for the installation, operation and maintenance of electrical facilities and communication 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:

That certain 77-acre tract of land situated in the Victor Blanco Five Leagues, Abstract 2, Harris County, Texas, being the same property described in a deed dated September 29, 1955 and filed for record under Volume 3050, Page 466 in 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 Plat No. 24-0149, 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. Said ten (10) foot wide easement is further described by metes and bounds on Exhibit A, attached hereto and incorporated herein.

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 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.

The Easement Area and right-of-way herein granted is subject to all conditions and reservations set out in **EXHIBIT B**, attached hereto and incorporated herein for all purposes.

This conveyance is made subject to all matters properly filed of record still existing and enforceable against the above described property.

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.

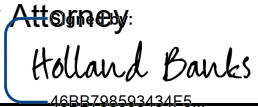
IN WITNESS WHEREOF, these presents have been executed by GRANTOR this the _____ day of _____, 202__.

**HARRIS COUNTY, a body
politic and corporate under
the laws of the State of Texas**

By: _____
Lina Hidalgo, County Judge

APPROVED AS TO FORM:
CHRISTIAN MENAFEE
Harris County Attorney:

By:



Holland Samantha Banks
Assistant County Attorney
CAO File No.: 24RPD0201

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 202__, by LINA HIDALGO, as County Judge of Harris County, Texas, and the presiding officer of the Commissioners Court of Harris County, Texas, on behalf of Commissioners Court of Harris County, Texas, as the governing body of the Harris County, Texas.

Notary's Signature

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

EXHIBIT A

A CENTERLINE DESCRIPTION OF A TEN (10) FOOT WIDE EASEMENT

Being a ten (10) foot wide easement located in the Victor Blanco Five Leagues, Abstract No. 2, in Harris County, Texas, being across a certain called 77-acre tract of land described in a deed to the County of Harris from the City of Houston, recorded December 8, 1955, and filed for record under Volume 3050, Page 466 of the Deed Records of Harris County.

All grid coordinates and bearings stated herein are referred to the Texas Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. and are based on a GPS survey using the Texas RTK Cooperative Network Houston Virtual Reference System performed in March of 2024. All distances recited are grid and may be converted to surface by multiplying by the scale factor 1.000090268. Said ten (10) feet wide easement being situated five (5) feet either side of the herein described centerline:

COMMENCING at a found 1-inch iron pipe on the east right-of-way of Aqueduct Road, and being at the southernmost corner of a called 1211.42-acre tract described as "Reservoir Area" in a Deed to the City of Houston from the East Texas, Oil Company, recorded in Volume 1394, Page 533 of the Deed Records of Harris County, from which a found 1/2-inch iron pipe for reference bears S. 19°12'18" W., a distance of 1,609.29 feet;

THENCE, N. 19°12'18" E., along the said road right-of-way, a distance of 1,628.55 feet to a point.

THENCE, N. 59°30'55" W., over and across a certain Parcel W-3 recorded under Volume 1559 Page 1 of said Deed Records and said called 77-acre tract, a distance of 186.65 feet to the **POINT OF BEGINNING** of the herein described centerline easement, having grid coordinates of X=3,188,707.51, Y=13,899,704.57;

THENCE over and across said 77-acre tract the following courses:

N. 59°30'55" W., a distance of 138.44 feet to an angle point;

S. 22°22'21" W., a distance of 52.36 feet to an angle point;

S. 57°53'58" W., a distance of 52.39 feet to a point hereinafter referred to as a **Point of Intersection**, having grid coordinates of X=3,188,523.90, Y=13,899,698.54;

THENCE, N. 8°54'52" E., a distance of 49.04 feet to a **Point of Terminus 1**, having grid coordinates of X=3,188,531.48, Y=13,899,746.99;

EXHIBIT A

THENCE, S. 8°54'52" W. passing said Point of Intersection, at a distance of 49.04 feet, and continuing a total distance of 198.53 feet to a **Point of Terminus 2**, having grid coordinates of X=3,188,500.74, Y=13,899,550.86

This description is based on a survey performed by CenterPoint Energy Houston Electric, LLC., and was written in conjunction with plat number 24-0149.



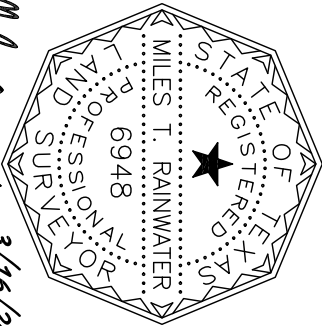
Miles Rainwater

Miles T. Rainwater, R.P.L.S. # 6948

EXHIBIT "B"

TERMS AND CONDITIONS FOR
POWER LINES CROSSING HARRIS COUNTY PROPERTY

1. Grantee shall also have rights of ingress and egress to and from said Easement Area for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing said electrical Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, the right of reasonable working space not detrimental to the rights of Grantor in its adjoining property, and all other rights necessary to the full and complete use and enjoyment of the rights of way and easements hereby granted for the purposes herein described.
2. Grantor may maintain and operate any and all facilities owned by Grantor which are now located on, over, or under the above described portions of Grantor's property, and Grantee's use of the Easement granted herein shall not interfere with the safety, maintenance or operation of said facilities.
3. Grantor shall retain title to the presently existing facilities.
4. Grantor shall retain the right to use Grantor's Property for any purpose which does not unreasonably interfere with the Easement Area granted herein, further, Grantor retains the right to grant to others such easement rights as Grantor in its sole discretion shall deem necessary; however, any such rights so granted shall be utilized so as to not unreasonably interfere with the rights of Grantee herein.
5. After the initial construction of Grantee's Facilities within the Easement Area herein granted, the parties to this instrument agree that either party may build additional facilities so long as, at the time of their construction, they do not conflict or interfere with Facilities already built in the Easement Area. If a conflict is determined to exist, the constructing party will notify the owner of the existing Facilities in order to effect such adjustments as are necessary to accommodate the additional facilities.



Miles Rainwater
3/16/24

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

COUNTY OF HARRIS
Vol. 3050 Pg. 466 D.R.
CALLED 77 AC.



POINT OF TERMINUS 1
X:3,188,531.48
Y:13,899,746.99

POINT OF INTERSECTION
X:3,188,523.90
Y:13,899,698.54

POINT OF BEGINNING
X:3,188,707.51
Y:13,899,704.57

+/- 1475' TO
DEUSSEN DR.

± 10' EASEMENT

± 10' CENTERPOINT EASEMENT
EXECUTED 4/7/1975
SKETCH# 75-0146

• = Call & Fnd. 1" I.P.
Unless Otherwise Noted.

POINT OF TERMINUS 2
X:3,188,500.74
Y:13,899,550.86

LEGEND

VICTOR BLANCO FIVE LEAGUES, A-2

Note: A metres & bounds description
has been prepared to accompany this
plat.



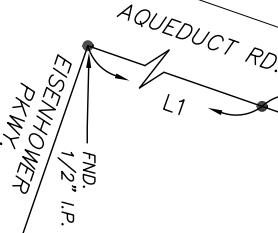
NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO
INTERSECT WITH THE EXTERIORS OF ALL ADJOINING
EASEMENTS OR WITH ADJOINING PROPERTY LINES.

± 10' CENTERPOINT EASEMENT
C.C.F.# E050161
SKETCH# 73-1086

Line Table		
Line #	Length	Direction
L1	1609.29'	N 19°12'18" E
L2	1628.55'	N 19°12'18" E
L3	138.44'	N 59°30'55" W
L4	52.36'	S 22°22'21" W
L5	52.39'	S 57°53'58" W
L6	49.04'	N 8°54'52" E
L7	149.49'	S 8°54'52" W

Vol. 1559 Pg. 1 D.R.
CALLED PARCEL W-3

N 59°30'55" W
186.65'



REV.1:JOB NO.

BY:

DATE:

REV.2:JOB NO.

BY:

DATE:

EASEMENT - UNOBSTRUCTED

COUNTY: HARRIS

SURVEY DATE: 3/7/2024

SCALE: 1"=60'

FILE NO. - BOOK: 2023

CenterPoint Energy

SURVEYING & RIGHT OF WAY

P.O. Box 1700 Houston, TX 77251-1700

713-207-2222

Firm Number: 10027400

PLAT NO. 24-0149