

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, County of Harris, a political subdivision of the State of Texas, hereinafter referred to as "GRANTOR", for and in consideration of THREE THOUSAND THREE HUNDRED AND SIXTY NINE DOLLARS (\$3,369.00) 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, a non-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:

Restricted Reserve "A" in Block 1 of Zube Park, situated in the Harris County School Land League, Abstract 333, Harris County, Texas, according to the map thereof recorded in Film Code 681609 of the Map 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 which is shown by the hatched area on Plat No. 22-0134 and described by metes and bounds on Exhibit "A", both of which are 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 southerly 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 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, to the extent permitted by law governing political subdivisions, 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 _____, 20____.

**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:  08/02/22
4A145AF6B7DF449...
Kevin Mason
Assistant County Attorney
CAO File No.: 22RPD0140

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2022,
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

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

EXHIBIT A

CenterPoint Energy Utility Easement

Ten (10) foot wide Easement

Baseline Description of a Ten (10) foot wide easement located and situated in the Harris County School Land League, Abstract No. 333, Harris County, Texas, being out of Restricted Reserve "A", Block 1 of the Zube Park Subdivision, recorded in Film Code 681608 of the Map Records of Harris County, Texas and being out of that certain called 139.4047-acre tract of land, described in a deed to the County of Harris recorded under County Clerk's File No. K035980 of the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.)

All grid coordinates and bearings stated herein are referenced to the Texas Coordinate System of 1983, South Central Zone, 4204, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. and are based on a GPS- Real time Kinetic (RTK) survey performed in February 2022. All distances recited are grid and may be converted to surface by dividing the scale factor 0.999870017. Said Ten (10) foot wide easement being situated and located along and 10 feet south of the herein described baseline as follows:

COMMENCING at a call & found fence corner post, having grid coordinates X = 2,976,461.78, Y = 13,936,588.77, lying on the east line of that certain tract of land described in a deed to Miguel Parrado and Yolanda Jasso Doller, recorded under County Clerk's File No. RP-2020-243334 (O.P.R.R.P.H.C.), being also at the southwest corner of that certain called 1.000-acre tract of land described in a deed to Avelino Trujillo and Gloria Parta, recorded under County Clerk's File No. W594118 (O.P.R.R.P.H.C.) and marking the easternmost northwest corner of said subdivision, from which a 1-inch iron pipe found at the southeast corner of said Parrado and Jasso tract and marking an interior ell corner for said subdivision bears S 1°85'57" E at a distance of 118.43 feet;

THENCE, N 87°55'05" E with the south line of said 1.000-acre tract and with the north line of said subdivision, for a distance of **820.45 feet** to a point lying on the easterly line of a 180-foot wide transmission right-of-way easement conveyed to Houston, Lighting and Power Company, A.K.A. Centerpoint Energy, lying on the south line of that certain called 1.026-acre tract of land described in a deed to David Meador and Karen Meadow, recorded under County Clerk's File No. U153334 (O.P.R.R.P.H.C.) and marking the **POINT OF BEGINNING** of the herein described easement, having grid coordinates X = 2,977,281.68, Y = 13,936,618.58

EXHIBIT A

THENCE, N 87°55'05" E continuing with the south line of said 1.026-acre tract and with the north line of said subdivision, for a distance of **174.90 feet** to a found 60d-nail at the southeast corner of said 1.026-acre tract, at the southwest corner of that certain called 19.96-acre tract of land described in a deed to Lennar Homes of Texas Land and Construction, LTD. and for an angle point on the north line of said subdivision and the herein described easement;

THENCE, N 88°08'43" continuing with the south line of said 19.96-acre tract and with the north line of said subdivision, for a distance of **275.08 feet** to the **POINT OF TERMINUS** of the herein described easement, having grid coordinates $X = 2,977,731.40$, $Y = 13,936,633.83$, from which, a found 2-inch iron pipe found at the southeast corner of said 19.96-acre tract bears **N 88°08'43" E** at a distance of 359.27 feet.

A sketch was prepared on even date herewith and in conjunction with these metes and bounds.

May 24, 2022




Arthur Bernal, R.P.L.S.# 6758

Work Order No. 100670300A
Map No. 4868A3

HARRIS COUNTY
SCHOOL LAND LEAGUE
A-333



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

CenterPoint Energy
f.k.a. Houston Lighting & Power Co.
180' Easement
C.C.F. No.'s B485313, B220736, B220737,
B220738, B485312, B485313,
D050759, D108224, & F803109

C.C.F. No. U153334
CALLED 1.026 Ac.

C.C.F. No. RP-2021-460077
CALLED 19.96 Ac.

C.C.F. No. W594118
CALLED 1.000 Ac.

P.O.B.
N: 13,936,618.58
E: 2,977,281.68

Call & Fnd. 60D Nail

EXIST. 3' X 35' CNP EASEMENT
C.C.F. No. T206746
SKETCH No. 98-197

P.O.C.
Call & Fnd.
Fence Corner
N: 13,936,588.77
E: 2,976,461.78

EXIST. 3' X 35' CNP EASEMENT
C.C.F. No. T206746
SKETCH No. 98-197

± 1150' TO
ROBERTS RD.

10' EASEMENT

P.O.T.
N: 13,936,633.83
E: 2,977,731.40

Fnd. 2" I.P.

S/D LINE
118.43'
S 01°52'57" E

N 87°55'05" E - 820.45'

N 87°55'05" E
174.90'

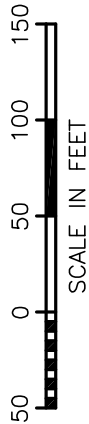
N 88°08'43" E - 634.35'

359.27'

ZUBE PARK
F.C. No. 681608 M.R.

BLOCK 1
RESTRICTED RESERVE "A"

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES
AND MAY BE CONVERTED TO SURFACE DISTANCES IN
SURVEY FEET BY DIVIDING BY THE SCALE FACTOR 0.999870017.



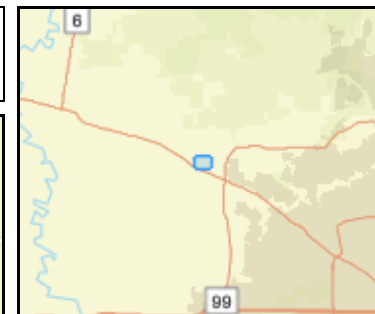
NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO
INTERSECT WITH THE EXTERIORS OF ALL ADJOINING
EASEMENTS OR WITH ADJOINING PROPERTY LINES.

REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED		LAST PLOT DATE: 05/24/2022			
COUNTY: HARRIS		DRAWN BY: D.A.R.			
SURVEY DATE: 02/15/2022		MAP NO: 4368 A3			
SCALE: 1"=100'		JOB NO: 100670300A			
FILE NO. - BOOK: 2021		CHECKED BY: A.B.			
CenterPoint Energy			DATE:		
SURVEYING & RIGHT OF WAY			P.O. Box 1700 Houston, TX 77251-1700		
			713-207-2222		
			Firm Number: 10027400		
			PLAT NO. 22-0134		

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 Grantee's 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 Grantor's facilities.
3. Grantor shall retain title to the presently existing Grantor's 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.



Legend

Commissioner Pcts 2021

Commissioner Precincts 2021

 Pct 4

0 2000 4000
ft

18056



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes