

**EASEMENT AGREEMENT FOR INSTALLATION, USE,  
AND MAINTENANCE OF TECO UTILITIES**

THIS EASEMENT AGREEMENT FOR INSTALLATION, USE, AND MAINTENANCE OF CHILLED TECO UTILITIES ("Easement Agreement") is made and entered into by and between HARRIS COUNTY, a political subdivision of the State of Texas, ("Grantor") and TEXAS MEDICAL CENTER CENTRAL HEATING AND COOLING SERVICES CORPORATION, a Texas non-profit corporation ("Grantee").

- A. Grantor owns or controls certain real property located at 1861 Old Spanish Trail, Houston, Texas 77054 in Harris County, Texas.
- B. Grantee has requested that Grantor grant to Grantee an easement under a portion of the property for the Easement Purpose (as defined below).
- C. Grantee has further requested Grantor to grant to Grantee a temporary easement over and under a portion of the property for the Temporary Easement Purpose (as defined below).
- D. Grantor has agreed to grant Grantee such easements, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1     Granting of Easement.**

1.1     Easement Purpose. The "Easement Purpose" shall be the constructing, reconstructing, operating, maintaining, repairing, altering, replacing, adding, changing the size of and removing pipes, pipelines, meters, manholes, regulating devices and related facilities and all appliances deemed by Grantee to be necessary or convenient for the transmission, regulation, measurement and return of chilled water over and across the Easement (as defined below), collectively, the "TECO Utilities", to be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the Plans and Specifications (as hereinafter defined) approved as set forth in Section 6 together with a right of ingress and egress in order to perform the Easement Purpose.

1.2     Grant. Grantor does hereby grant unto Grantee a perpetual non-exclusive easement ("Easement") under that part of the property described or depicted in Exhibit "A" for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, including without limitation zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any.

1.3     Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character upon, over, under or across the Easement; provided, however, (i) the foregoing right to install, construct, maintain, renew, repair, replace, use, operate, change, relocate and modify does not apply to the TECO Utilities, and (ii) none of the foregoing may have an adverse effect on the TECO Utilities or the Easement purpose; and
- (b) to use the property subject to the Easement in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially

reasonable efforts to avoid material interference with the use of the Easement by Grantee for the Easement Purpose.

Grantor specifically reserves the right to utilize the surface of the property subject to the Easement to the fullest extent possible without materially interfering with Grantee's use for the Easement Purpose, and that Grantor's use of the Premises may include construction of structures, buildings, roads, parking lots, and other facilities.

Grantor will notify Grantee of and permit Grantee to review any proposed activities by Grantor that affect the TECO Utilities and make recommendations to minimize any such effect.

1.4 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

## **Section 2 Granting of Temporary Easement**

2.1 Temporary Easement Purpose. The "Temporary Easement Purpose" shall be the creation of an excavation site/tunneling receiving pit for placement of equipment to install the TECO Utilities in accordance with the Plans and Specifications (as hereinafter defined) approved as set forth in Section 6.

2.2 Grant. Grantor does hereby grant unto Grantee a temporary easement ("Temporary Easement") on that portion of the Premises described in Exhibit "B" for the Temporary Easement Purpose and for no other purpose. The Temporary Easement shall cover the surface of the property described in Exhibit "B" and shall extend to a depth not to exceed 40 feet as provided in the Plans and Specifications (as hereinafter identified), together with reasonable ingress and egress.

2.3 Term of Easement. The term of the Temporary Easement, unless sooner terminated under provision of this Easement Agreement, shall be 24 months after the later to occur of (a) the Effective Date of this Easement Agreement, or (b) the date on which TECO has received all third party and governmental consents, approvals, and permits necessary for the construction of the TECO Utilities. In the event installation of the TECO Utilities is completed prior to the date described in the foregoing sentence, the Temporary Easement shall terminate upon completion of such installation.

2.4 "Premises". For purposes of the Easement Agreement, the term "Premises" shall refer to the property covered by both the Easement and the Temporary Easement.

## **Section 3 Compensation**

3.1 As consideration for the Grantor's grant of the Easement, Grantee shall construct, at its sole expense, the entrance, driveway, parking facilities, fences, lighting (electricity for the same to be provided by Grantor), and other improvements shown on Exhibit "C", specifically including all drainage necessary for such improvements. All work shall be performed in a safe and workmanlike manner and in accordance with the plans and specifications contained in Exhibit "C".

3.2 The described improvements shall be fully completed within 12 weeks after the later to occur of (a) the Effective Date of this Easement Agreement, or (b) the date on which TECO has received all third party and governmental consents, approvals and permits necessary for the construction of the TECO Utilities, subject to force majeure and other matters beyond Grantor's control, and must be completed and approved by Grantee before commencement of installation of the TECO Utilities. During Grantee's installation of the TECO Utilities, Grantor's property (except for those occupied by Grantee for construction of the improvements) shall be fully accessible by Grantor and its employees, vendors, visitors, and other invitees so as to permit Grantor to conduct its operations at 1861 Old Spanish Trail, Houston, Texas 77054.

3.3 Grantee shall be responsible for obtaining all construction, environmental and other permits needed for construction of the improvements described in this Section 3. Grantor shall reasonably

cooperate with Grantee in connection with the acquisition of such permits, but shall have no obligation to acquire them.

3.4 Grantee shall procure and maintain or shall cause Grantee's contractors, who will construct the improvements described in Section 3, to procure and maintain insurance in the same amounts, under the same terms, and with the same coverage as that described in Section 9 of this Easement Agreement.

**Section 4      No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY CONSTITUTING THE PREMISES, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO THEIR INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the TECO Utilities.

**Section 5      Nature of Grantor's Interest in the Premises/Known Fault Conditions.**

5.1 GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

5.2 Grantor shall inform Grantee of any fault conditions or other hazardous conditions on the Property of which Grantor has current, actual knowledge, without inquiry.

**Section 6      Plans and Specifications for TECO Utilities .** Grantee shall submit to Grantor for its review and approval detailed information concerning the location and configuration of the TECO Utilities ("Plans and Specifications") for the sole purpose of determining whether the TECO Utilities will interfere with the operations of the Harris County Institute of Forensic Sciences (HCIFS). As soon as reasonably practicable after Grantor's receipt of the Plans and Specifications and other information required by Grantor about the proposed location of the TECO Utilities, Grantor will notify Grantee in writing whether Grantor has approved or disapproved the location and configuration of the proposed TECO Utilities or the Plans and Specifications, and shall include one or more reasons for any disapproval. Following any disapproval, Grantee shall have the right to modify the location, configuration or other aspects of the Plans and Specifications of the proposed TECO Utilities and to resubmit such modified information to Grantor for its further review and approval. Grantor may approve or disapprove the Plans and Specifications in Grantor's sole discretion. Any approval or consent by Grantor of any of such plans shall in no way obligate Grantor in any manner with respect to the finished product design and/or construction. Any such consent or approval shall mean only that such Plans and Specifications indicate the TECO Utilities will not interfere with HCIFS operations, and such consent or approval by Grantor shall not be deemed to mean that such Plans and Specifications or construction are structurally sound and appropriate or that such Plans and Specifications or construction meet the applicable construction standards or codes. Any deficiency in design or

construction, notwithstanding the prior approval of Grantor, shall be solely the responsibility of Grantee. Grantor will enlist the services of a third-party engineer to review the Plans and Specifications described in this Section and the foundations investigation referenced in Paragraph 7.9 of this Easement Agreement. Grantee agrees to reimburse Grantor for the cost of these reviews in an amount not to exceed \$10,000.

## **Section 7      TECO Utilities.**

7.1      **Construction of TECO Utilities.** Grantee, and Grantee's Contractors, at Grantee's sole cost and expense, shall locate, configure, construct and maintain the TECO Utilities: (i) in a good and workmanlike manner and in substantial accordance with the Plans and Specifications approved by Grantor pursuant to the provisions of Section 6 above; (ii) in conformance with all applicable engineering, safety and other Laws; (iii) in accordance with applicable industry standards of care, skill and diligence; and (iv) in such a manner as shall not adversely affect the structural integrity or maintenance of the Premises, any structures on or near the Premises, or any lateral support of structures adjacent to or in the proximity of the Premises. The construction of the TECO Utilities within the Easement shall be completed by Grantee and Grantee's Contractors within 24 months after the later to occur of (a) the Effective Date of this Easement Agreement, or (b) the date on which TECO has received all third party and governmental consents, approvals, and permits necessary for the construction of the TECO Utilities, subject to force majeure and other matters beyond Grantor's control. Grantee shall provide "as-built" drawings of the TECO Utilities to Grantor promptly upon completion of construction and shall use reasonable efforts to cause such "as-built" drawings to be electronically accessible to Grantor.

Upon completion of installation of the TECO Utilities, Grantee will restore the surfaces of the Premises to a condition that is as good or better than existed on the Effective Date of this Easement Agreement, except for the improvements described in Section 3.

7.2      **Maintenance of TECO Utilities.** Grantee shall at all times during the term of this Easement Agreement, at Grantee's sole cost and expense, keep and maintain the TECO Utilities located upon the Easement in a structurally safe and sound condition, in good repair and in compliance with the Plans and Specifications and this Easement Agreement. Grantee shall also promptly repair any damage to the Easement or the TECO Utilities caused, either in whole or in part, by Grantee Parties (as hereinafter defined). Grantee shall not cause or permit another person to cause any damage to the Easement or any improvements thereon, and Grantee shall be responsible for any such damage which may occur as a result of any Grantee Party's action or inaction.

7.3      **No Interference.** During the construction of, and any subsequent maintenance performed on, operation of, or removal of, all or any portion of the TECO Utilities, Grantee, at Grantee's sole cost, shall perform all activities and work on or near the Premises in a manner designed to prevent injury to persons or damage to the property of Grantor, or any party on or with property on the Premises. Grantee shall preserve all services and facilities during construction or provide temporary services or facilities. Such services or facilities shall include, but shall not be limited to, parking facilities, access to Grantor's buildings, and water for landscaping or other purposes. Grantor may direct one of its engineers to observe or inspect the construction, maintenance, operation or removal of the TECO Utilities, or any portion thereof, at any time to ensure such safety and noninterference, and to ensure that the TECO Utilities complies with the Plans and Specifications. Grantor may order any Grantee Party to leave the Premises or halt activity on the Premises to promote safety, or prevent interference with Grantor's operations or other activities, whereupon the Grantee Party shall immediately cease such activity and leave the Premises. Notwithstanding the foregoing rights of Grantor, Grantor has no duty or obligation to observe or inspect, or to halt work on, the Premises, it being solely Grantee's responsibility to ensure that the TECO Utilities are constructed, maintained, operated and removed in conformance with all Laws, safety measures, such noninterference and the Plans and Specifications and in compliance with all terms hereof. Neither the exercise nor the failure by Grantor to exercise any right set forth in this Section 7.3 shall alter the liability allocation set forth in this Easement Agreement.

7.4      **No Alterations.** Except for the work shown in the Plans and Specifications, Grantee may not make any alterations to the Premises, or permanently affix anything to the Premises, without Grantor's

prior written consent (which shall not be unreasonably withheld, delayed, or conditioned). If Grantee desires to change either the location of the TECO Utilities or any other aspect of the Plans and Specifications that will adversely affect HCIFS's operations, Grantee shall submit such change and modified Plans and Specifications to Grantor in writing for its approval in the same manner as provided for in Section 6. Grantee shall have no right to commence any such change until after Grantee has received Grantor's approval of such change in writing. Any property or equipment placed on or about the Property by Grantee is and shall remain the property of Grantee unless abandoned by Grantee or left in place under Section 13.

**7.5 Approvals: Compliance with Laws and Safety Rules.**

- (a) Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the TECO Utilities, including such actions as may be necessary to obtain any required approvals or authorizations from applicable governmental authorities.
- (b) Prior to entering the Premises, and at all times during the term of this Easement Agreement, Grantee shall comply, and shall cause its contractor, any subcontractor, any assignee, and any contractor or subcontractor of any assignee performing work on the Premises or entering the Premises on behalf of Grantee (collectively, "Grantee's Contractors"), to comply, with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below).

**7.6 Other Improvements.** In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "Other Improvements"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

**7.8 No Unauthorized Tests or Digging.** Except for the construction work described in Section 3, Grantee and Grantee's Contractors, must not conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within thirty (30) feet of any building or structure on the property described as 1861 Old Spanish Trail, Houston, Texas 77054, except after Grantee has obtained written approval from Grantor (which shall not be unreasonably withheld, delayed, or conditioned), and then only in strict accordance with the terms and any conditions of such approval.

**7.9 Boring.** Prior to conducting any boring work on the Premises, Grantee and Grantee's Contractors shall use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Grantee's written request, which shall be made fifteen (15) business days in advance of Grantee's proposed construction or modification of TECO Utilities, Grantor will provide to Grantee any information that Grantor has in the possession of its Engineering Department concerning the existence and approximate location of Grantor's underground utilities and pipelines at or near the vicinity of the proposed TECO Utilities. Prior to conducting any boring work, Grantee, and Grantee's Contractors, shall review all such material. Grantor does not warrant the accuracy or completeness of information relating to subsurface conditions and Grantee's, and Grantee's Contractors', operations at all times shall be subject to the liability provisions set forth herein. Grantee, and Grantee's Contractors, shall perform a comprehensive foundations investigation to guide the design and construction efforts and to prevent damage to existing, adjacent structures. The

foundations investigation report shall be provided to Grantor for review prior to construction. Any open hole, excavation, or boring on the Premises by Grantee, or Grantee's Contractors, shall be safely secured at all times when anyone who is not creating it, working in it, or using it as permitted hereunder. Following completion of that portion of the work, all holes or borings constructed on the Premises shall be promptly filled in and compacted by Grantee and Grantee's Contractors to surrounding ground level. All excavated materials shall be promptly and properly disposed of by Grantee and Grantee's Contractors in accordance with applicable Laws.

7.10 Drainage of Premises and Property. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Premises shall be made and maintained by Grantee in such manner, form and to the extent as will provide adequate drainage of and from the Premises.

7.11 Camera Authorization. Grantor shall permit Grantee to mount a camera on the roof of the building at 1861 Old Spanish Trail, Houston, Texas 77054 during the installation phase of the TECO Utilities for the purpose of documenting construction. The camera will be removed by Grantee upon completion of installation; however, Grantor agrees to provide Grantee with images from Grantor's surveillance cameras upon reasonable request.

**Section 8 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR'S SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION (COLLECTIVELY "LIABILITIES"), OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

- (i) GRANTEE'S VIOLATION OF THE TERMS OF THIS EASEMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS EASEMENT AGREEMENT,
- (iii) OCCUPATION AND USE OF THE PREMISES BY GRANTEE'S OR GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER (INDIVIDUALLY, A "GRANTEE PARTY," AND COLLECTIVELY, "GRANTEE PARTIES"),
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR TO THE EXTENT CONTRIBUTED TO BY GRANTEE PARTIES, OR
- (v) ANY NEGLIGENCE OR WILLFUL CONDUCT OF GRANTEE PARTIES,

**EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH GRANTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR RECKLESS DISREGARD OF AN INDEMNITEE.**

**Section 9 Insurance. Grantee shall procure and maintain or shall cause Grantee's contractors who will construct, maintain, and repair the TECO Utilities on the Premises, at their respective sole cost and expense, to procure and maintain the following insurance coverage during any period of construction,**

maintenance and/or repair of the TECO Utilities:

A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Grantee. Coverage must be purchased on an ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- ♦ Bodily Injury and Property Damage
- ♦ Personal Injury
- ♦ Fire legal liability
- ♦ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ♦ Waiver of subrogation in favor of and acceptable to Grantor.
- ♦ The policy shall be primary and non-contributing with respect to any insurance carried by Grantor.
- ♦ Grantor shall be named as an additional insured to the extent of Grantee's or Grantee's contractors' or subcontractors' liability under this Easement Agreement.

B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ♦ Bodily injury and property damage
- ♦ Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ♦ Waiver of subrogation in favor of and acceptable to Grantor.
- ♦ The policy shall be primary and non-contributing with respect to any insurance carried by Grantor.

C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:

- ♦ Grantee's statutory liability under the worker's compensation Laws of the state(s) in which the work is to be performed. If optional under State Law, the insurance must cover all employees anyway.
- ♦ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ♦ Waiver of subrogation in favor of and acceptable to Grantor.

**Other Requirements:**

Neither Grantee nor Grantee's general contractors are allowed to self-insure without the prior written consent of Grantor and Grantee. If granted, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Grantee or its general contractor in lieu of insurance. Any and all Grantor liabilities that would otherwise, in accordance with the provisions of this Easement

Agreement, be covered by insurance procured by Grantee's general contractors will be covered as if such general contractors elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing work, Grantee and Grantee's contractors and subcontractors shall furnish to Grantor a commercially acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Grantor in writing at least 10 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Grantor, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Grantor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Failure to provide evidence as required by this Section 9 shall entitle, but not require, Grantor to order Grantee to immediately cease all construction, maintenance, and repair activities until such evidence is provided. Acceptance of a certificate that does not comply with this Section 9 shall not operate as a waiver of Grantee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Grantee shall not be deemed to release or diminish the liability of Grantee including, without limitation, liability under the indemnity provisions of this Easement Agreement. Damages recoverable by Grantor shall not be limited by the amount of the required insurance coverage.

## **Section 10     Environmental.**

10.1     Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "Environmental Laws"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

10.2     Notice of Release. Grantee shall give Grantor immediate notice of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

10.3     Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement with respect to Grantee's use of the Premises, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the TECO Utilities, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.



10.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities with respect to Grantee's use of the Premises; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

10.5 Evidence of Compliance. Upon request Grantee agrees to furnish Grantor with proof reasonably satisfactory to Grantor that Grantee is in compliance with this Section 10.

**Section 11 PERSONAL PROPERTY WAIVER. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF GRANTEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

**Section 12 Default and Termination.**

12.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's contractors, fails to properly perform its obligations under this Easement Agreement and such failure continues for at least 30 days after written notice from Grantor to Grantee, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor reasonably deems necessary for the safety of its facilities and property at 1861 Old Spanish Trail, Houston, Texas 77054, activities, and operations, or to avoid or remove any interference with the facilities, property, activities or operations. Grantee shall promptly reimburse Grantor for all reasonable costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's contractors shall not alter the liability allocation set forth in this Easement Agreement.

12.2 Grantor's Termination Rights. If Grantee should abandon or cease to use the Premises for the Easement Purpose and such failure continues for at least 30 days after written notice from Grantor to Grantee may, at its option, terminate this Easement Agreement by serving thirty (30) days' notice in writing upon Grantee. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement. Delays associated with Grantee's preparations for construction of the planned TECO Utilities or related to repair/improvements shall not be deemed an abandonment or cessation of use

12.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by Section 13.

12.4 Non-exclusive Remedies. The remedies set forth in this Section 12 shall be in addition to, and not in limitation of, any other remedies that Grantor or Grantee may have at law or in equity.

**Section 13 Surrender of Premises.**

13.1 Removal of TECO Utilities and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement, discontinuance of use for the Easement Purpose, or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's TECO Utilities and all

appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

- (b) repair and restore any material damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in a condition that is as good or better than existed as of the Effective Date, except for modifications performed by Grantor, those described in Section 3, and any subsequent alterations approved by Grantor.

**13.2 Limited License for Entry.** If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

**Section 14 Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this Section 14 or any other section of this Easement Agreement.

**Section 15 Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: Harris County Institute of Forensic Sciences  
1861 Old Spanish Trail  
Houston, Texas 77054  
Attn: Executive Director

With a copy to: Harris County Commissioners Court  
1001 Preston, 9<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: County Judge

If to Grantee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 16 Miscellaneous.**

**16.1** All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Texas without regard to conflicts of law provisions.

16.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

16.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

16.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein.

16.6 Time is of the essence for the performance of this Easement Agreement.

Witness the execution of this Easement Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date").

**GRANTOR:**

APPROVED AS TO FORM  
HARRIS COUNTY ATTORNEY

HARRIS COUNTY, TEXAS

By: 

Nick Turner  
Assistant County Attorney  
CAO File #21RPD0146

By: \_\_\_\_\_

Lina Hidalgo  
County Judge

**GRANTEE:**

TEXAS MEDICAL CENTER CENTRAL HEATING AND  
COOLING SERVICES CORPORATION

By: 

Name: Michael P. Manoucheri  
Title: Interim President and CEO

STATE OF TEXAS

COUNTY OF HARRIS

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Lina Hidalgo as County Judge of HARRIS COUNTY, TEXAS, a subdivision of the State of Texas.

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HARRIS

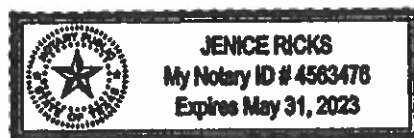
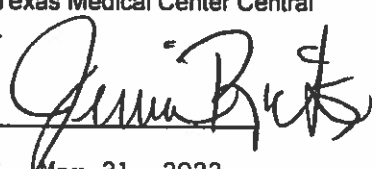
§  
§  
§

This instrument was acknowledged before me on the 15 day of November, 2021, by Michael P. Manoucheri (name) as Interim President&CEO (title) of Texas Medical Center Central Heating and Cooling Services Corporation, a Texas non-profit corporation.

Jenice Ricks

Notary Public

My appointment expires: May 31, 2023



**EXHIBITS "A" AND "B"**

**EASEMENT AND TEMPORARY EASEMENT DESCRIPTIONS**

# EXHIBIT "A"

**PORTION TO BE RELEASED**  
TECO EASEMENT NO. 3  
CALLED 0.4686 ACRE  
TEXAS MEDICAL CENTER  
CENTRAL HEATING  
AND COOLING SERVICES  
CORPORATION  
(20130284289 087-43-0199)

BROWN LOT SITE  
CALLED 36.900 ACRES  
SAVE & EXCEPT 1.7497 ACRES  
GULF COAST HOSPITAL  
FINANCE AUTHORITY  
TO  
TEXAS MEDICAL CENTER  
(K-313756 032-79-0030)  
12-02-1985

**PORTION TO BE RELEASED**  
EASEMENT AGREEMENT  
EASEMENT NO. 1  
CALLED 0.3531 ACRE  
TEXAS MEDICAL CENTER CENTRAL HEATING  
AND COOLING SERVICES CORPORATION  
(20120294606 082-90-2024)

**PROPOSED  
TEMPORARY  
CONSTRUCTION  
EASEMENT**

RESIDUE  
CALLED 1.7488 ACRES  
TEXAS MEDICAL CENTER  
TO  
HARRIS COUNTY  
(2012-0549626 H.C.O.R.)  
08-14-2012

CONCRETE  
PARKING LOT

CALLLED 210.62 SQ. FT.  
JOE BLAND, GUARDIAN  
TO  
HOUSTON LIGHTING  
AND POWER COMPANY  
(VOL. 3110, PG. 110 H.C.D.R.)  
02-16-1956

**TECO EASEMENT**  
**0.2213 ACRE**  
**(9,640 SQ. FT.)**

UNRESTRICTED RESERVE "A"  
BLOCK 1  
HARRIS COUNTY FORENSIC CENTER  
(FILM CODE NO. 661286 H.C.M.R.)

- DEED TABLE**
- (15A) CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
ELECTRIC EASEMENT  
(20080324397 H.C.O.R.)
  - (23A) CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
ELECTRIC AND TELECOMMUNICATION EASEMENT  
(20090167999 H.C.O.R.)
  - (26A) 15' WIDE RELIANT ENERGY HL&P  
GROUND EASEMENT  
(V686654 530-25-1172)

## EXHIBIT "A"

SHEET 1 OF 3

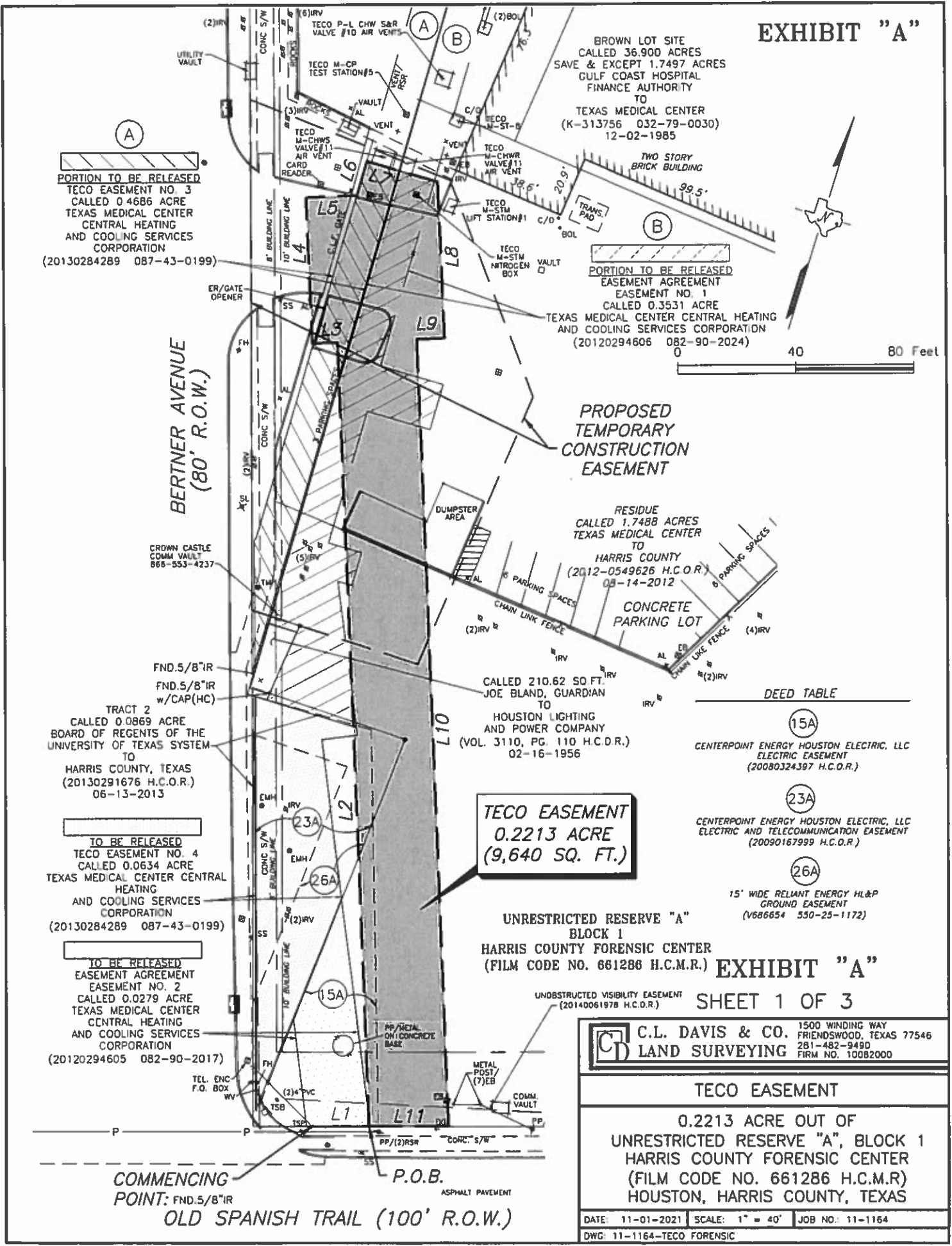
**C.L. DAVIS & CO.** 1500 WINDING WAY  
FRIENDSWOOD, TEXAS 77546  
281-482-9490  
FIRM NO. 10082000

### TECO EASEMENT

0.2213 ACRE OUT OF  
UNRESTRICTED RESERVE "A", BLOCK 1  
HARRIS COUNTY FORENSIC CENTER  
(FILM CODE NO. 661286 H.C.M.R.)  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 11-01-2021 SCALE: 1" = 40' JOB NO: 11-1164  
DWG: 11-1164-TECO FORENSIC

COMMENCING  
POINT: FND. 5/8" IR  
OLD SPANISH TRAIL (100' R.O.W.)



# EXHIBIT "B"

**PORTION TO BE RELEASED**  
TECO EASEMENT NO. 3  
CALLED 0.4686 ACRE  
TEXAS MEDICAL CENTER  
CENTRAL HEATING  
AND COOLING SERVICES  
CORPORATION  
(20130284289 087-43-0199)

BROWN LOT SITE  
CALLED 36.900 ACRES  
SAVE & EXCEPT 1.7497 ACRES  
GULF COAST HOSPITAL  
FINANCE AUTHORITY  
TO  
TEXAS MEDICAL CENTER  
(K-313756 032-79-0030)  
12-02-1985

**PORTION TO BE RELEASED**  
EASEMENT AGREEMENT  
EASEMENT NO. 1  
CALLED 0.3531 ACRE  
TEXAS MEDICAL CENTER CENTRAL HEATING  
AND COOLING SERVICES CORPORATION  
(20120294606 082-90-2024)

**TEMPORARY  
CONSTRUCTION  
EASEMENT**  
0.3066 ACRE  
(13,354 SQ.FT.)

RESIDUE  
CALLED 1.7488 ACRES  
TEXAS MEDICAL CENTER  
TO  
HARRIS COUNTY  
(2012-0549626 H.C.O.R.)  
08-14-2012

CALLLED 210.62 SQ.FT.  
JOE BLAND, GUARDIAN  
TO  
HOUSTON LIGHTING  
AND POWER COMPANY  
(VOL. 3110, PG. 110 H.C.D.R.)  
02-16-1956

**PROPOSED  
TECO  
EASEMENT**

UNRESTRICTED RESERVE "A"  
BLOCK 1  
HARRIS COUNTY FORENSIC CENTER  
(FILM CODE NO. 661286 H.C.M.R.)

## DEED TABLE

(15A)

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
ELECTRIC EASEMENT  
(20080324397 H.C.O.R.)

(23A)

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
ELECTRIC AND TELECOMMUNICATION EASEMENT  
(20090167999 H.C.O.R.)

(26A)

15' WIDE RELIANT ENERGY HL&P  
GROUND EASEMENT  
(V686654 550-25-1172)

## EXHIBIT "B" SHEET 2 OF 3

**C.L. DAVIS & CO.** 1500 WINDING WAY  
LAND SURVEYING FRIENDSWOOD, TEXAS 77546  
281-482-9490  
FIRM NO. 10082000

### TEMPORARY CONSTRUCTION EASEMENT

0.3066 ACRE OUT OF  
UNRESTRICTED RESERVE "A", BLOCK 1  
HARRIS COUNTY FORENSIC CENTER  
(FILM CODE NO. 661286 H.C.M.R.)  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 11-01-2021 SCALE: 1" = 40' JOB NO.: 11-1164  
DWG: 11-1164-TECO FORENSIC

N 62°10'59" W 28.28'

COMMENCING  
POINT: FND.5/8"IR

OLD SPANISH TRAIL (100' R.O.W.)

ASPHALT PAVEMENT

LINE TABLE FOR  
TECO EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT

LINE	BEARING	DISTANCE
L1	N 72°48'21" E	19.24'
L2	N 19°19'48" W	265.64'
L3	S 70°34'28" W	8.59'
L4	N 19°25'32" W	50.00'
L5	N 70°34'28" E	17.33'
L6	N 00°40'33" W	12.23'
L7	N 89°18'18" E	25.07'
L8	S 19°25'32" E	53.54'
L9	S 70°34'28" W	9.41'
L10	S 19°19'48" E	266.69'
L11	S 72°48'21" W	27.02'
L12	N 17°10'16" W	154.61'
L13	N 17°10'16" W	174.06'
L14	S 84°54'02" E	73.19'
L15	S 37°47'04" E	79.17'
L16	S 06°19'58" W	98.89'
L17	N 88°58'39" W	59.12'

ABBREVIATIONS

(F)	FOUND 5/8" IRON ROD
w/CAP(HC)	WITH CAP STAMPED "HARRIS COUNTY"
TECO	TEXAS MEDICAL CENTER CENTRAL HEATING AND COOLING SERVICES CORPORATION

NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY, BUT HAS RELIED ON CHARTER TITLE COMPANY TO PROVIDE DEED COPIES OF THE SUBJECT PROPERTY AND ADJOINERS. SURVEYOR HAS NOT HAD THE BENEFIT OF A TITLE COMMITMENT AND EASEMENTS, RESTRICTIONS OR ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.
2. BEARINGS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204. DISTANCES SHOWN ARE SURFACE AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999532508. COORDINATES SHOWN ARE GRID.
3. THE BUILDINGS OR IMPROVEMENTS SHOWN HEREON REPRESENT THE OUTLINE AT GROUND SURFACE LEVEL, UNLESS OTHERWISE NOTED.
4. THE UTILITY APPURTENANCES ( i.e., utility poles, inlets, etc.) SHOWN HEREON ARE THOSE VISIBLE AT THE TIME OF SURVEY AND MAY NOT BE COMPLETE.
5. FUTURE DEVELOPMENT OF THIS SITE IS SUBJECT TO CITY OF HOUSTON ORDINANCE No. 1999-262, ADOPTED BY THE CITY OF HOUSTON RELATING TO RULES, REGULATIONS, PROCEDURES AND DESIGN STANDARDS FOR DEVELOPMENT AND PLATTING AND PROVIDING FOR THE ESTABLISHING OF BUILDING SET-BACK LINES.
6. THIS SURVEY PLAT IS ACCOMPANIED BY SEPARATE METES AND BOUNDS DESCRIPTIONS PER TEXAS BOARD OF PROFESSIONAL LAND SURVEYOR'S "GENERAL RULES OF PROCEDURES AND PRACTICES" SECTION 663.19(9).

SHEET 3 OF 3



C.L. DAVIS & CO. 1500 WINDING WAY  
LAND SURVEYING FRIENDSWOOD, TEXAS 77546  
281-482-9490  
FIRM NO. 10082000

TECO EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT

0.5279 ACRE OUT OF  
UNRESTRICTED RESERVE "A", BLOCK 1  
HARRIS COUNTY FORENSIC CENTER  
(FILM CODE NO. 661286 H.C.M.R.)  
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 11-01-2021 SCALE: 1" = 40' JOB NO: 11-1164  
DWG: 11-1164-TECO FORENSIC



**EXHIBIT "A"**  
**TECO EASEMENT**  
**METES AND BOUNDS DESCRIPTION**  
**0.2213 ACRE BEING OUT OF**  
**UNRESTRICTED RESERVE "A", BLOCK 1**  
**HARRIS COUNTY FORENSIC CENTER**  
**HOUSTON, HARRIS COUNTY, TEXAS**

All that certain 0.2213 acre being out of Unrestricted Reserve "A", Block 1, Harris County Forensic Center according to the plat thereof as filed in Film Code Number 661286 Harris County Map Records, Houston, Harris County, Texas and being more particularly described by metes and bounds as follows (Bearings shown are based on the Texas Coordinate System of 1983, South Central Zone 4204. Distances shown are surface and can be converted to grid by multiplying by a combined scale factor of 0.99988604);

Commencing at a found 5/8" iron rod marking the southerly end of a cut-back corner located at the intersection of the northerly right-of-way line of Old Spanish Trail (100' wide) and the easterly right-of-way line of Bertner Avenue (80' wide) and marking the most southerly southwest corner of said Unrestricted Reserve "A"; Thence N 72° 48' 21" E - 19.24' with the northerly right-of-way line of said Old Spanish Trail and the southerly line of said Unrestricted Reserve "A" to a point marking the POINT OF BEGINNING of herein described tract;

1. Thence N 19° 19' 48" W - 265.64' to a point for corner;
2. Thence S 70° 34' 28" W - 8.59' to a point for corner;
3. Thence N 19° 25' 32" W - 50.00' to a point for corner;
4. Thence N 70° 34' 28" E - 17.33' to a point for corner;
5. Thence N 00° 40' 33" W - 12.23' with the westerly line of that certain Texas Medical Center Central Heating and Cooling Services Corporation Easement No. 3 as filed in the Official Records of Real Property of Harris County at Clerk's File Number 20130284289 to a point for corner;
6. Thence N 89° 18' 18" E - 25.07' to a point for corner;
7. Thence S 19° 25' 32" E - 53.54' to a point for corner;
8. Thence S 70° 34' 28" W - 9.41' to a point for corner;
9. Thence S 19° 19' 48" E - 266.69' to a point for corner;
10. Thence S 72° 48' 21" W - 27.02' with the northerly right-of-way line of said Old Spanish Trail and the southerly line of said Unrestricted Reserve "A" to the POINT OF BEGINNING and containing 0.2213 acre (9,640 square feet) of land more or less.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company  
Firm No. 10082000  
Job Number: 11-1164 TECO EASEMENT M&B.doc  
11-05-2021

**EXHIBIT "B"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**METES AND BOUNDS DESCRIPTION**  
**0.3066 ACRE BEING OUT OF**  
**UNRESTRICTED RESERVE "A", BLOCK 1**  
**HARRIS COUNTY FORENSIC CENTER**  
**HOUSTON, HARRIS COUNTY, TEXAS**

All that certain 0.3066 acre being out of Unrestricted Reserve "A", Block 1, Harris County Forensic Center according to the plat thereof as filed in Film Code Number 661286 Harris County Map Records, Houston, Harris County, Texas and being more particularly described by metes and bounds as follows (Bearings shown are based on the Texas Coordinate System of 1983, South Central Zone 4204. Distances shown are surface and can be converted to grid by multiplying by a combined scale factor of 0.99988604);

Commencing at a found 5/8" iron rod marking the southerly end of a cut-back corner located at the intersection of the northerly right-of-way line of Old Spanish Trail (100' wide) and the easterly right-of-way line of Bertner Avenue (80' wide) and marking the most southerly southwest corner of said Unrestricted Reserve "A"; Thence N 62° 10' 59" W – 28.28' with said cut-back to a point for corner; Thence N 17° 10' 16" W – 154.61' with the easterly right-of-way line of said Bertner Avenue and the westerly line of said Unrestricted Reserve "A" to a point marking the POINT OF BEGINNING of herein described tract;

1. Thence N 17° 10' 16" W - 174.06' continuing with the easterly right-of-way line of said Bertner Avenue to a point for corner;
2. Thence S 84° 54' 02" E - 73.19' to a point for corner;
3. Thence S 37° 47' 04" E - 79.17' to a point for corner;
4. Thence S 06° 19' 58" W - 98.89' to a point for corner;
5. Thence N 88° 58' 39" W - 59.12' to the POINT OF BEGINNING and containing 0.3066 acre (13,354 square feet) of land more or less.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company

Firm No. 10082000

Job Number: 11-1164 TEMP CONST EASEMENT M&B.doc

11-05-2021

**EXHIBIT "C"**

**DESCRIPTION OF IMPROVEMENTS TO BE CONSTRUCTED**

IMPROVING COVER ANALYSIS		
Total Service Area	1,000 AC	
Total Existing Impervious Cover	0.00 AC	
Total Proposed Impervious Cover	0.58 AC	
Increase in Impervious Cover	0.58 AC	
Detention Ratio	0.83 AC-FT/AC	
Required Additional Detention Volume	0.48 AC-FT	
Existing Detention Volume	0.00 AC-FT	
Total Required Detention Volume	0.48 AC-FT	
Provided Detention Volume	0.47 AC-FT	
Shortage Detention Volume	0.01 AC-FT	

**ORDER OF COMMISSIONERS COURT**  
**Authorizing Easement Agreement with Texas Medical Center Central**  
**Heating and Cooling Services Corporation (TECO)**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING HARRIS COUNTY TO ENTER INTO AN EASEMENT**  
**AGREEMENT WITH TEXAS MEDICAL CENTER CENTRAL HEATING AND COOLING**  
**SERVICES CORPORATION (TECO) FOR INSTALLATION AND MAINTENANCE OF A**  
**CHILLED WATER LINE ALONG BERTNER STREET ON PROPERTY USED BY THE**  
**HARRIS COUNTY INSTITUTE OF FORENSIC SCIENCES**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**RECITALS**

\_\_\_\_\_  
Harris County Commissioners Court desires to enter into an Easement Agreement with Texas Medical Center Central Heating and Cooling Services Corporation (TECO) for installation and maintenance of a chilled water line along Bertner Street on property used by the Harris County Institute of Forensic Sciences (HCIFS). TECO, a non-profit corporation, will construct surface parking, fencing, and lighting that will directly and substantially benefit HCIFS. Commissioners Court also finds that conveyance of the easement serves a legitimate public purpose because: (i) the chilled water line will serve HCIFS as well as provide services to hospitals, research facilities, and teaching institutions in the area; and (ii) participation in the project is consistent with the obligation to cooperate with other institutions to accomplish the general overall purposes of the Texas Medical Center imposed by Special Warranty Deed. The County will ensure that the

easement property is used for the public purposes identified by specifically limiting such use in the Easement Agreement.

**NOW, THEREFORE,**

**BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:**

Section 1: The recitals set forth in this Order are true and correct.

Section 2: The Agreement is approved and the County Judge of Harris County or her designee is authorized to execute an Easement Agreement with Texas Medical Center Central Heating and Cooling Services Corporation under the terms and provisions set out in the Agreement, which is incorporated by reference and made a part of this Order for all intents and purposes as though set out in full word for word.

Section 3: All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.