LIMITED SPACE SHORT FORM BLANKET EASEMENT 3-PHASE OVERHEAD AND UNDERGROUND

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 BRAZORIA }

THAT, The City of Iowa Colony, Texas, a municipality in Brazoria County, Texas, its successors and assigns, 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 by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an perpetual **blanket** easement, hereinafter referred to as the "Easement", for electric distribution and related 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", lying on, over, under, and across a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 4.606-acre tract of land situated in the H.T. & B. R.R. Company Survey, Abstract 288, Brazoria County, Texas, being the same property described in a deed dated August 21, 2017 and filed for record under Instrument No. 2017042142 in the Official Public Records of said County and State, (the "Easement Area").

The Easement Area herein granted is an unobstructed blanket easement and shall be limited to that portion of Grantor's Property shown more or less by the hatched area on Exhibit "A", attached hereto and made a part hereof, and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent landowners from said Facilities.

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 and assigns, Grantor, 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.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on said attached Exhibit "A", provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's

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overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third-party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easement adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not located adjacent to property lines);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the

new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

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 structures which, in the 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.

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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 _____ day of _____, 20____,

The City of Iowa Colony, Texas, a municipality in Brazoria County, Texas

BY: Signature	
Name typed or printed	
Title	
STATE OF TEXAS }	
COUNTY OF}	
BEFORE ME, the undersigned authority, a this day personally appeared	Notary Public in and for the State of Texas, on ,
of Th	e City of Iowa Colony, Texas, a municipality in
Brazoria County, Texas, known to me to be	the person whose name is subscribed to the
foregoing instrument and acknowledged to	o me that (<mark></mark>)he executed the same for the
purposes and consideration therein express	sed, in the capacity therein stated.
Given under my hand and seal of office t	his day of, 20
	Notary's Signature
	Name typed or printed
	Commission Expires

JOB	106660346A-1
MAP	5243
S/C	Brazoria

ATTACHMENT AFFIDAVIT

STATE OF TEXAS

COUNTY OF BRAZORIA }

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BEFORE me the undersigned authority on this day personally appeared

the

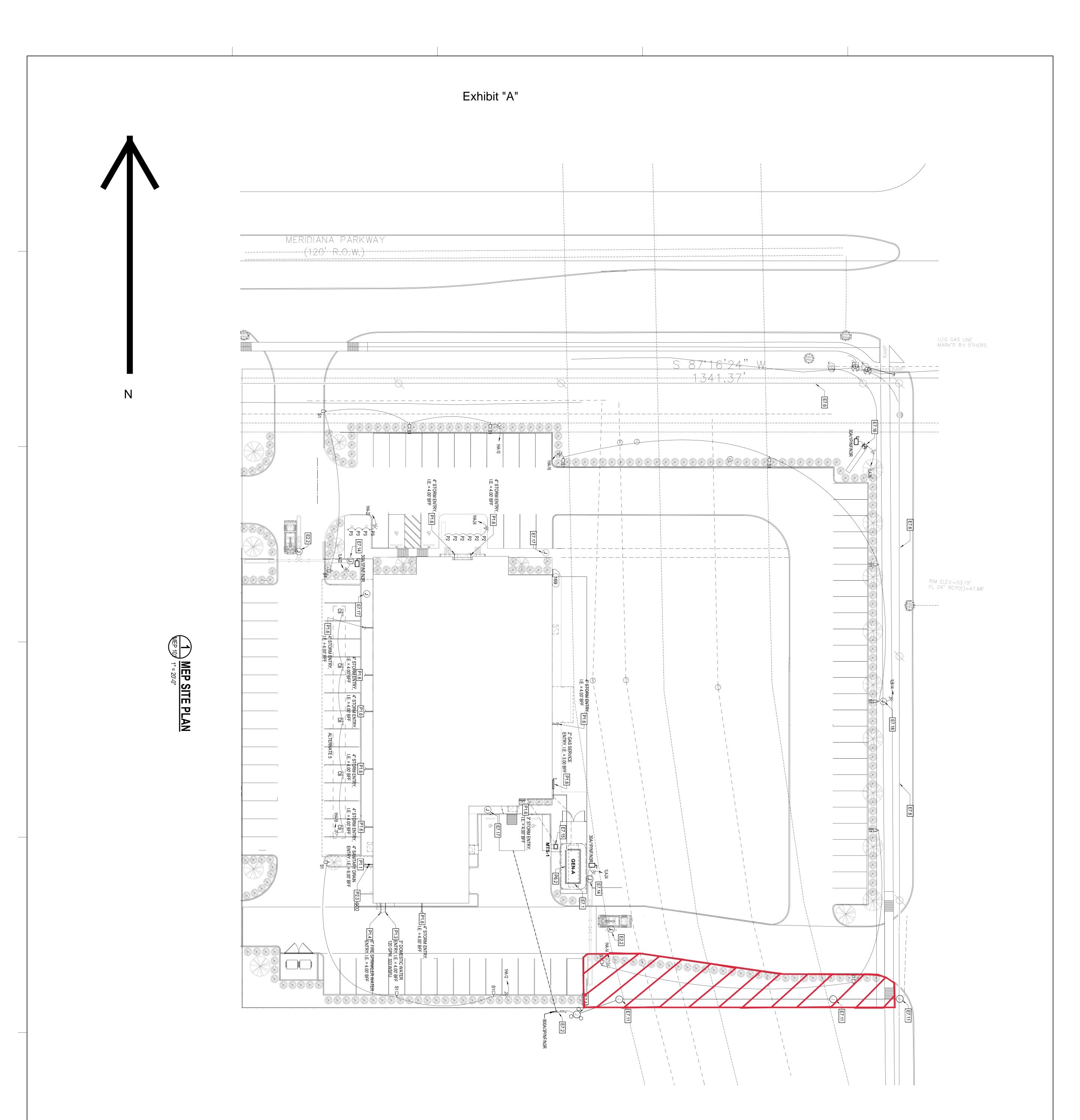
of The City of Iowa Colony, Texas, a municipality in Brazoria County, Texas, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

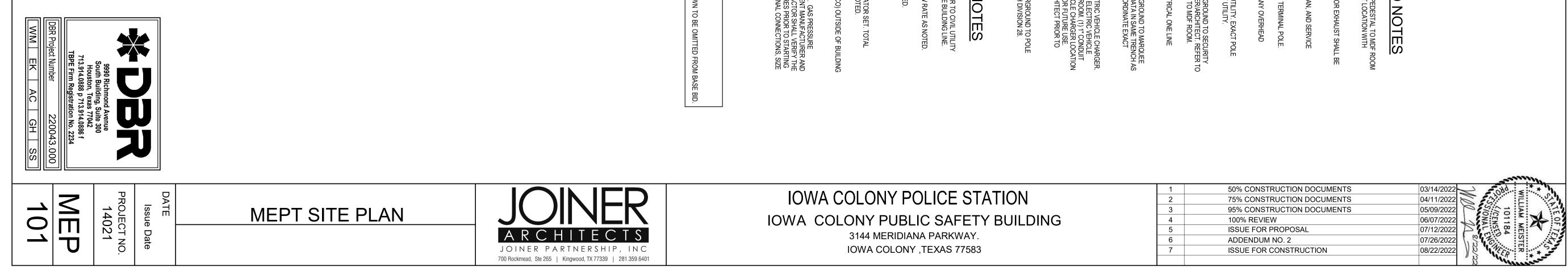
That certain 4.606-acre tract of land situated in the H.T. & B. R.R. Company Survey, Abstract 288, Brazoria County, Texas, being the same property described in a deed dated August 21, 2017 and filed for record under Instrument No. 2017042142 in the Official Public Records of said County and State, (the "Easement Area").

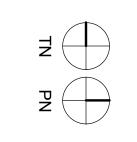
Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this day of	of, 20	·		
The City of Iowa Colony, Texas, a municipality in Brazoria County, Texas				
BY: Signature Title Name typed or printed				
SUBSCRIBED and SWORN before	ore me this day of	, 20 <mark>_</mark>		
	Notary's Signature Name typed or printed Commission Expires			

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







E2.2	#
PROVIDE (1) - 1" CONDUIT FROM SECURITY GATE PEDESTAL TO MDF R	ELECTRICAL KEYED NOTES

PROPOSED LOCATION OF GENERATOR. GENERATOR EXHAUST SHALL BE DIRECTED AWAY FROM BUILDING.	OWNER/ARCHITECT.

E7.1

E7.6	E7.4	
APPROXIMATE ROUTING OF EXIST POWER COMPANY OVERHEAD	PROPOSED LOCATION OF NEW POWER COMPANY TERMINAL POLE.	

APPROXIMATE ROUTING OF EXIST ELECTRICAL LINES. PO /ER CON AY OVERH

PROPOSED LOCATION OF NEW POWER POLE BY UTILITY. EXACT POLE LOCATIONS AND ROUTING TO BE DETERMINED BY UTILITY.

E7.11

GENERATOR DOCKING STATION. REFER TO ELECT DIAGRAM. Extend 2#8, 1#10 ground in 1" conduit underground to security gate. Coordinate exact location with owner/architect. Refer to technology sheets for required conduits to MDF room.

E7.15

E7.14

E7.16 EXTEND 2#8, 1#10 GROUND IN 1" CONDUIT UNDERGROUND TO MARQUEE SIGN. ROUTE 1" CONDUIT FROM MDF ROOM FOR DATA IN SAME TRENCH AS POWER. STUB UP AND CAP FOR FUTURE USE. COORDINATE EXACT LOCATION WITH OWNER/ARCHITECT.

CTEND (2) 1"C AND STUB OUT FOR FUTURE ELECTRIC VEHICLE CHARGER. 14"CONDUIT SHALL BE ROUTED FROM FUTURE ELECTRIC VEHICLE 14RGER LOCATION TO 1ST FLOOR ELECTRICAL ROOM. (1) 1" CONDUIT 14LL BE ROUTED FROM FUTURE ELECTRIC VEHICLE CHARGER LOCATION 0 1ST FLOOR MDF ROOM. CAP AT EITHER END FOR FUTURE USE. DORDINATE FINAL LOCATION WITH OWNER/ARCHITECT PRIOR TO STALLATION.

E7.17

E7.18 EXTEND 2#10, 1#12 GROUND IN 1" CONDUIT UNDERGROUND TO POLE MOUNTED SECURITY CAMERA. COORDINATE WITH DIVISION 28.

PLUMBING KEYED NOTES

P1.1 ARY BUILDING DRAIN, SIZE AS NOTED, REFER TO CIVIL UTILITY VINGS FOR CONTINUATION BEYOND 5' OF THE BUILDING LINE.

P1.3 STIC WATER SERVICE, SIZE AND PEAK FLOW RATE AS NOTED.

RE PROTECTION WATER SERVICE, SIZE AS NOTED.

ORM, SIZE AND DEPTH AS NOTED.

P1.4 P1.6 P1.8

NEW NATURAL GAS SERVICE, METER AND REGULATOR SET. TOTAL CONNECTED LOAD AND OUTLET PRESSURE AS NOTED. (GCO)

P2.3 PROVIDE AND INSTALL NEW 2-WAY CLEANOUT IN ACCORDANCE WITH LOCAL CODES.

CONNECT 5 PSI GAS TO MECHANICAL EQUIPMENT. GAS PRESSURE REGULATOR PROVIDED BY MECHANICAL EQUIPMENT MANUFACTURER AND INSTALLED BY PLUMBING CONTRACTOR. CONTRACTOR SHALL VERIFY THE MANUFACTURER'S RECOMMENDED GAS PRESSURES PRIOR TO STARTING ANY WORK. CONTRACTOR SHALL PROVIDE ALL FINAL CONNECTIONS, SIZE AS NOTED.

ALTERNATE ! s, _{C8}

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