

RP-2020-534439
11/03/2020 ER \$38.00

EASEMENT FOR CERTAIN UTILITIES

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 HARRIS)

THAT, Westin Homes and Properties, L.P., a Texas limited partnership, 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 ("CNP Electric"), CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations ("CNP Gas"), Southwestern Bell Telephone Company, d/b/a AT&T Texas ("AT&T"), and Comcast of Houston, LLC ("Comcast"), their respective successors and assigns, hereinafter collectively referred to as "Grantee", has GRANTED, SOLD AND CONVEYED and by these presents, does GRANT, SELL AND CONVEY unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for the following purposes: (i) to CNP Electric, an easement for electric distribution and related communication facilities, (ii) to CNP Gas, an easement for natural gas and related communication facilities, (iii) to AT&T, and (iv) to Comcast, an easement for telephone, fiber and/or cable communication facilities, together within the easement area(s), 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 collectively referred to as

the "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to-wit:

Lots 19, 30, 38, 43, 52, 57, 72, 76, 80 and 84 in Block 1 of Elyson Sec. 27, a subdivision out of the H. & T.C. R.R. Co. Survey, Abstract 441, Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 692390 of the Map Records of said County and State, being the same property described in a deed from Nash FM 529, LLC to Westin Homes and Properties, L.P., dated September 29, 2020 and filed for record under County Clerk's File No. 2020-463388 of the Official Public Records of Real Property of said County and State.

The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are more particularly described and illustrated on Exhibit "A", attached hereto and incorporated herein.

Grantor 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, Grantor shall observe all safety codes and laws which apply when working along, within and/or near the Easement Area and Facilities.

Absent written authorization by the affected Grantee, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by Grantee at the Grantor's expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace them with new fencing.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under the Easement Area herein granted. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event that Grantor constructs, or causes to be constructed, any utilities, drainage ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Further, Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

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 or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of

overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersede 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 herein 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 2nd day of November, 2020.

Westin Homes and Properties, L.P., a Texas limited partnership

BY: [Signature]
Signature

Jason Golan
Name typed or printed

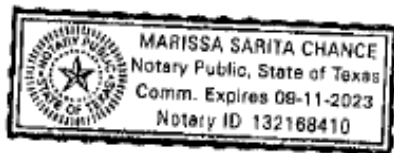
President Of Texas TFR Properties, L.L.C.
Title

STATE OF TEXAS }

COUNTY OF Fort Bend }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jason Golan, President of Texas TFR Properties L.L.C., its General Partner of Westin Homes and Properties, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that () he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

Given under my hand and seal of office this 2nd day of November, 2020.



Marissa Sarita Chance
Notary's Signature

marissa sarita chance
Name typed or printed

9-11-2023
Commission Expires

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