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 HARRIS }

THAT, Crosby Independent School District, subject to reservation herein after made, 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, a 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 the following described lands owned by Grantor, ("Grantor's Property"), to wit:

> That certain 20.00-acre tract of land situated in the Humphrey Jackson Survey, Abstract No. 37, Harris County, Texas, being the same property described in a deed from Purcell Co., Inc. to Crosby Independent School District, dated November 13, 1986 and filed for record under County Clerk's File No. K839375 in the Official Public Records of said County and State, (the "Easement Area").

JOB 121094636-1
MAP 6163A1
S/C Baytown

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. The Easement is made subject to all existing interests and other matters of record, if any, including applicable laws affecting Grantor's property. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities. Grantee shall maintain the Easement Facilities at its sole cost and expense and shall repair any damage to any real or personal property of Grantor arising out of the exercise of Grantee's rights pursuant to this 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 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 Exhibit "A", attached hereto and made a part hereof, 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 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 reasonable 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, through no fault or direction of Grantee, Grantor will take reasonably prompt 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 Area 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 easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
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, except for relocation mandated by state or local government action, resolution, or ordinance or required in connection with matters existing of record as of the date hereof, 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, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities. Grantee shall not deny or obstruct ingress or egress to or from the Easement Area by Grantor and Grantor retains all rights to access, use, and cross the Easement Area provided that Grantor's use of the Easement Area does not unreasonably interfere with the utility purpose for with the Easement is granted.

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, except such relocation mandated by state or local government action, resolution, or ordinance or required in connection with matters existing of record as of the date hereof, 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 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___.

Crosby Independent School District, subject to reservation herein after made

BY: _____
Signature

_____
Name typed or printed

_____
Title

STATE OF TEXAS }

COUNTY OF _____}

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____of Crosby Independent School District, subject to

reservation herein after made, 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 district.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
Notary's Signature

_____
Name typed or printed

_____
Commission Expires

AGREED TO AND ACCEPTED BY:

CenterPoint Energy Houston Electric, LLC

BY: _____
Signature

_____
Name typed or printed

_____
Title

STATE OF TEXAS }

COUNTY OF _____}

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____of CenterPoint Energy Houston Electric, LLC, subject to reservation herein after made, 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 district.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
Notary's Signature

_____
Name typed or printed

_____
Commission Expires

ATTACHMENT
AFFIDAVIT

STATE OF TEXAS }

COUNTY OF_____}

BEFORE me the undersigned authority on this day personally appeared _____the_____ of Crosby Independent School District, subject to reservation herein after made, 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 20.00-acre tract of land situated in the Humphrey Jackson Survey, Abstract No. 37, Harris County, Texas, being the same property described in a deed from Purcell Co., Inc. to Crosby Independent School District, dated November 13, 1986 and filed for record under County Clerk's File No. K839375 in the Official Public Records of said County and State.

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 _____, 20___.

Crosby Independent School District, subject to reservation herein after made

BY: _____
Signature

_____
Title

_____
Name typed or printed

SUBSCRIBED and SWORN before me this ____ day of _____, 20____.

_____
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

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
6163	AI	419L	EXHIBIT A	N. T. S.		121094636

CenterPoint Energy

GENERAL LOCATION SKETCH

SEE TRANSFORMER PAD & TERMINAL POLE DETAIL SHEET 2 OF 2

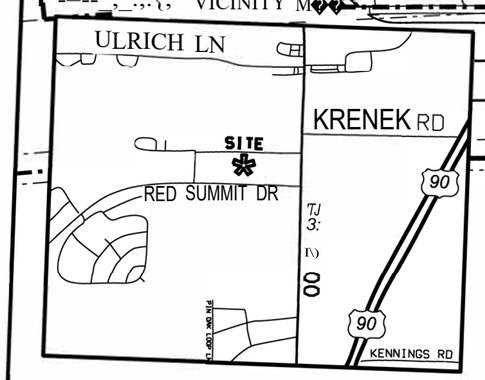
PROPOSED BUILDING

IDF D102

RED SUMMIT OR

BENILI DR

VICINITY MAP



CenterPoint Energy

SHEET 2 OF 2

DETAIL SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
6163	AI	419L	EXHIBIT A	N. T. S.		121094636

