

ELECTRIC DISTRIBUTION LINE EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GALVESTON §

THAT the City of League City, Texas (Grantor, whether one or more), of Galveston County, Texas, for and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor by **TEXAS-NEW MEXICO POWER COMPANY** (“Grantee”, and a corporation), the receipt of which is hereby acknowledged, has granted, sold, and conveyed, and by these presents does grant, sell, and convey unto Grantee, its successors, and assigns, an easement (“Easement”) for electric distribution lines and all necessary associated facilities, located over, across, along, under, and upon the land (the “Property”) described in Exhibit “A” attached hereto and incorporated herein for all purposes.

Grantor herein reserves the right to use the Property herein for all purposes except as herein restricted, subject, however, to the rights granted herein to Grantee. Grantor agrees to maintain minimum horizontal and vertical clearances between structures Grantor owns which are constructed after the effective date of this conveyance and the nearest electric line of Grantee within this Easement. Horizontal and vertical clearances shall comply with the National Electric Safety Code, and state or local ordinances, as currently in effect or as amended from time to time. Grantor shall not use this Property for the growing of trees or of any other vegetation which, in the opinion of Grantee, may interfere with the construction, maintenance, operation, efficiency, or safety of the electric line.

Grantee, in addition to any other rights herein granted, shall have the right of ingress and egress to or from said Property for the purpose of constructing, reconstructing, operating, inspecting, patrolling, maintaining, adding to, replacing, and removing the electric line or lines and all associated facilities; the right to relocate along the same general direction of said line or lines within the Property; the right to remove from this Property all trees and vegetation (wild or cultivated) and parts thereof (including overhang from trees and vegetation growing outside this Easement) which, in the opinion of Grantee, endanger or which may interfere with the construction, maintenance, operation, efficiency, or safety of the electric line or lines and associated facilities; and the right to exercise all other rights granted in this conveyance.

All covenants of Grantor in this conveyance shall be binding on Grantor's heirs and assigns, and shall be covenants running with the land described herein.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors, and assigns, until said Easement shall be abandoned.

SIGNED this _____ day of _____, 2010.

For the City of League City, Texas:

Toni Randall, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

so

COUNTY OF GALVESTON

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The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Toni Randall, Mayor of the City of League City, Texas.

By:

Notary Public in and for the State of Texas

My Commission Expires:

Grantee's Address:
Texas New Mexico Power Company
1207 W Parkwood
Friendswood, Texas 77546

EXHIBIT "A"

All that certain 0.005 acre (219.35 square feet) tract or parcel of land being out of and a part of Lot Eleven (11), Division "A" of League City in the Stephen F. Austin League, Abstract No. 3, Galveston County, Texas, according to the unrecorded Map of League City and Subdivisions prepared for J. C. League by R. W. Luttrell in 1893, 1907, and 1909, said Lot 11 being conveyed from Charles F. Hall, Sr. to the City of League City by instrument of record under Film Code 016-79-2777, et seq, in the Official Public Records of Real Property of Galveston County, Texas, (hereinafter the "Heritage Park Tract") said 0.005 acre tract being more particularly described as follows:

COMMENCING at the East corner of said Lot 11, Division "A" and the Heritage Park Tract at the intersection of the northwest right-of-way line of Coryell Street (variable right-of-way width) with the southwest right-of-way line of Landrum Lane (40-foot right-of-way);

THENCE N 42 deg. 07 min. W, along the southwest right-of-way line of Landrum Lane and northeast line of Lot 11 and the Heritage Park Tract, a distance of 7.93 feet to the PLACE OF BEGINNING of the herein described tract;

THENCE continuing N 42 deg. 07 min. W, along the southwest right-of-way line of Landrum Lane and northeast line of Lot 11 and the Heritage Park Tract, a distance of 13.44 feet to the a point for corner;

THENCE S 05 deg. 58 min. 40 sec. W, a distance of 31.99 feet to a point for corner on the aforementioned northwest right-of-way line of Coryell Street and southeast line of Lot 11 and the Heritage Park Tract;

THENCE N 47 deg. 53 min. E, along the northwest right-of-way line of Coryell Street and southeast line of Lot 11 and the Heritage Park Tract, a distance of 14.97 feet to a point for corner;

THENCE N 05 deg. 58 min. 40 sec. E, a distance of 11.88 feet to the PLACE OF BEGINNING and containing 0.005 acre (219.35 square feet) of land, more or less.