

**ELECTRIC DISTRIBUTION LINE EASEMENT**

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

THAT The City of League City (Grantor, whether one or more), of Galveston County, Texas, for and in consideration of the sum of One Dollars (\$1.00) 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 or right-of-way for one or more electric lines and all necessary associated facilities, located over, across, along, under, and upon the following described lands (“Easement”) located in Galveston County, Texas, to wit:

An Electrical Utility Easement, being described by metes and bounds in attached schedule A.

The sketch attached hereto is incorporated by reference as a part of this Electric Utility Easement.

Grantor herein reserves the right to use the Easement described 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 Easement 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 Easement 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 Easement 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 this Easement; the right to remove from this Easement 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 Easement.

All covenants of Grantor in this Easement 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_



## EXHIBIT "A"

All that certain 0.021 acre (900 square feet) tract or parcel of land being out of and a part of the League City Industrial Park, Section One in the James F. Perry and Emily M. Austin League, Abstract No. 19, Galveston County, Texas, according to the plat thereof recorded in Volume 17, Page 50 of the Plat Records of Galveston County, Texas, said 0.021 acre tract being more particularly described as follows:

BEGINNING at the most Southerly corner of said League City Industrial Park, Section One;

THENCE N 39 deg. 08 min. W, along and with the Southwest line of said League City Industrial Park, Section One, also being the Northeast line of Nichols Avenue (70-foot wide), a distance of 30.00 feet to a point for the most Westerly corner of the herein described tract;

THENCE N 50 deg. 52 min. E, parallel with the Southeast line of said League City Industrial Park, Section One, a distance of 30.00 feet to also being the Northeast line of Nichols Avenue (70-foot wide), a distance of 30.00 feet to a point for the most Northerly corner of the herein described tract;

THENCE S 39 deg. 08 min. E, parallel with the aforesaid Southwest line of said League City Industrial Park, Section One, and Northeast line of Nichols Avenue, a distance of 30.00 feet to a point for the most Easterly corner of the herein described tract on the Southeast line of said League City Industrial Park, Section One;

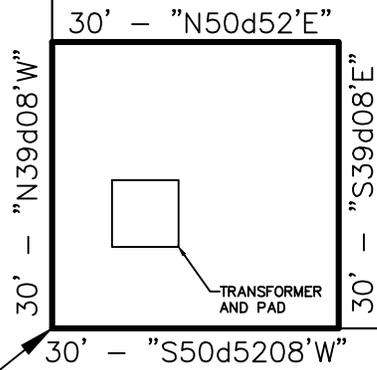
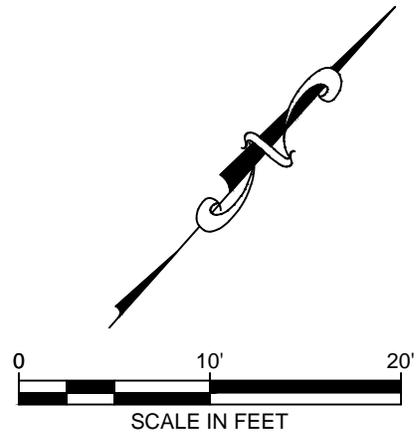
THENCE S 50 deg. 52 min. W, along and with said Southeast line of League City Industrial Park, Section One, a distance of 30.00 feet to the PLACE OF BEGINNING and containing 0.021 acre (900 square feet) of land, more or less.

(NOTE: The basis for the bearings of this description are the platted bearings of League City Industrial Park, Section One).

DICKINSON AVENUE  
70' R.O.W.  
(NICHOLS AVE.)  
VOL. 7, PG 1, G.C.M.R.

EXISTING 10' GRAVEL ROAD

CITY OF LEAGUE CITY, TEXAS  
G.C.C.F. NO. 8738645



20TH STREET  
70' ROW  
VOL. 7, PG 1 G.C.M.R.

# EXHIBIT B