

**CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY UTILITY ADJUSTMENTS**

STATE OF TEXAS §

COUNTY OF FORT BEND §

ROAD: GRAND PARKWAY (SH 99)

This agreement entered into this 18th day of July, 2012, by and between The **FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**, a local government Corporation created pursuant to Chapter 431, Texas Transportation Code and operating pursuant to Chapters 284 and 431, Texas Transportation Code hereinafter called **TOLL ROAD AUTHORITY**, and **CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**, acting by and through its duly authorized representative, C. R. Salas, Attorney In Fact, hereinafter called the **OWNER**, witnesseth:

WHEREAS, the **OWNER**, in an Affidavit dated July 16, 2012, has asserted an interest in certain lands and that this proposed road improvement will necessitate the adjustment, removal or relocation of certain facilities of the **OWNER** now located upon such lands as indicated in the following statement of work:

**Transmission line adjustments and relocations for the construction of
the Grand Parkway, Fort Bend County, Texas, from 0.38 mile south of
Harlem Road to 0.44 mile north of Harlem Road**

WHEREAS, the **TOLL ROAD AUTHORITY** desires to accomplish the adjustment, removal or relocation of the **OWNER'S** utility facilities by entering into an agreement with the **OWNER**. Upon execution of this agreement by the parties hereto, and upon approval by the **TOLL ROAD AUTHORITY** of the Plans, Estimate of Costs, Affidavit of Property Ownership, and other instruments attached hereto, the **TOLL ROAD AUTHORITY** will, by written notice, authorize the **OWNER** to proceed with the necessary adjustment, removal or relocation; and the **OWNER** agrees to prosecute such work diligently to completion in such manner as will not result in avoidable interference or delay in either the **TOLL ROAD AUTHORITY'S** construction or in said work, but in no event will such work extend past June 1, 2013.

The **OWNER** will carry out said adjustment, removal or relocation in accordance with the plans attached hereto and the amount paid by the **TOLL ROAD AUTHORITY** pursuant to this contract shall be full compensation to the **OWNER** for making such adjustment, removal or relocation. Bills for work hereunder shall be submitted to the **TOLL ROAD AUTHORITY** not later than ninety (90) days after completion of the work.

The **TOLL ROAD AUTHORITY** agrees to pay the **OWNER** and the **OWNER** agrees to accept 100 percent of the total, actual, and related indirect costs, of the project reduced by salvage and betterment, if any, which may result from adjustment or relocation, said payment representing that portion of the project for which the **TOLL ROAD AUTHORITY** is legally required to pay and for which the **OWNER** is legally entitled to be reimbursed, provided, however, that the **TOLL ROAD AUTHORITY** shall in no event be liable under this agreement for more than

\$4,144,300.00 as full payment for that portion of the project in question for which the **OWNER** is legally entitled to be reimbursed, said reimbursement to be forthcoming only after receipt of a final billing itemized in accordance with the County Auditor's guidelines attached hereto, certified and accompanied by a certificate of the **TOLL ROAD AUTHORITY'S** General Engineering Consultant, Brown & Gay Engineers, LLC, to the effect that such work has been fully accomplished. **OWNER'S** interests in the land within the right of way shall be subject to the Joint Use Permit attached hereto and made a part hereof.


The instruments attached to and made a part of this agreement are:

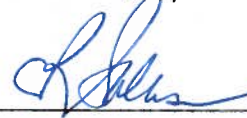
- Permit
- Affidavit
- Cost Estimate
- Engineer's Approval of Cost Estimate
- Company Sketch
- County Auditor's Guidelines for Utility Adjustment Claims

It is expressly understood that this contract is subject to cancellation by the **TOLL ROAD AUTHORITY** at any time up to the date that work under this contract has been authorized and that such cancellation will not create any liability on the part of the **TOLL ROAD AUTHORITY**.

THE FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY

OWNER: CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By: 
James Condrey, DDS
Chairman

By: 
C. R. Salas,
Attorney In Fact,



Date: 7/18/12

Date: July 16, 2012

PERMIT

STATE OF TEXAS §

COUNTY OF FORT BEND §

ROAD: GRAND PARKWAY (SH 99)

WHEREAS, THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY hereinafter called "TOLL ROAD AUTHORITY", proposes to make certain improvements on that section of the above indicated road generally located as follows:

Beginning at 0.38 mile south of Harlem Road to 0.44 mile north of Harlem Road in Fort Bend County.

WHEREAS, it is understood that the above referred to improvements will affect the facilities of CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, hereinafter, whether one or more, called the "OWNER", acting by and through C. R. Salas, Attorney In Fact, is in possession of, and will retain possession of, certain properties that the TOLL ROAD AUTHORITY must cross and encroach upon in the construction and maintenance of these improvements, such crossings or encroachments being as detailed and to the extent as shown and described on the sketch sheet or sheets which are attached hereto and made a part hereof.

NOW, THEREFORE, formal permission is hereby granted to the TOLL ROAD AUTHORITY to cross and encroach upon OWNER'S said properties set forth herein and as detailed and to the extent as shown and described on the attached sketch sheet or sheets.

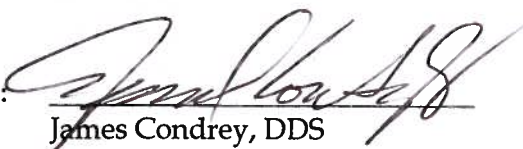
It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance or other work on facilities owned and operated by either the TOLL ROAD AUTHORITY or the OWNER in the area jointly occupied by this permit, where such work will detrimentally affect or interfere with the facilities of either party, agreement will be reached in writing by the parties hereto before such work is undertaken. However, in the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may, at its own responsibility and risk, make necessary emergency repairs, notifying the other party hereto of this action as soon as practical.


The OWNER, by execution of this permit, does not waive any of the rights which OWNER may legally have within the limited of the laws of this State.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures.

THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

OWNER: CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

By: 
James Condrey, DDS
Chairman

By: 
C. R. Salas,
Attorney In Fact,

Date: 7/18/12

Date: July 16, 2012



AFFIDAVIT

STATE OF TEXAS §

COUNTY OF FORT BEND §

ROAD: GRAND PARKWAY (SH 99)

WHEREAS, THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY, hereinafter called the "TOLL ROAD AUTHORITY" has deemed it necessary to make certain improvements to the Grand Parkway in Fort Bend County, and

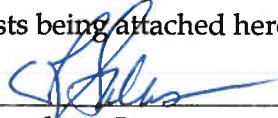
WHEREAS, it is anticipated that the above referred to improvements will affect the facilities of CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, hereinafter called the OWNER, at the following described locations:

W. A. Parish - North Texas 345kV Transmission Tie Line
requiring adjustments and relocations
as indicated on the attached sketches.

WHEREAS, the TOLL ROAD AUTHORITY has requested that the OWNER furnish the TOLL ROAD AUTHORITY information relative to interests that OWNER holds in lands at each of the above indicated locations,

NOW, THEREFORE, before me, the undersigned authority, this day personally appeared C. R. Salas, who, after being by me duly sworn did depose and say:

That she is Attorney In Fact of CenterPoint Energy Houston Electric, LLC, as such has knowledge of the facts contained herein, and that to the best of his knowledge, said OWNER is the owner of the described interests in the above described lands, copies of the instruments under which said OWNER claims said interests being attached hereto and made a part hereof:


Signed: C. R. Salas

Title: Attorney In Fact

Company: CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC



Sworn to and subscribed before me this 17th day of July, A.D., 2012


Notary Public Signature



April 30, 2012

Gary Gehbauer, P. E.
Brown & Gay Engineers, Inc.
10777 Westheimer,
Suite 400
Houston, TX 77042

**RE: Grand Parkway, Segment D
CenterPoint Energy Houston Electric, LLC,
Transmission Line Adjustment
State Highway 99 at Harlem Road
Fort Bend County, Texas**

Dear Mr. Gehbauer

CenterPoint Energy Houston Electric, LLC, has reviewed the effects of the overpass construction for State Highway 99, the Grand Parkway, at Harlem Road. The company's W. A. Parish – North Texas 345kV Transmission Tie Line crosses over the Grand Parkway, at or near Highway Station 1043+00.

To provide the required National Electric Safety Code clearances for the overpass, it is necessary to raise the transmission line at this location. To provide the necessary clearances and remove conflicts for the construction of the overpass, the estimated cost for this adjustment is as follows:

Materials	\$ 1,063,400.00
Company Material Handling Expenses	\$ 170,200.00
Company Labor and Equipment Expenses	\$ 1,769,500.00
Work Order Administration Costs	\$ 1,141,200.00
TOTAL	\$ 4,144,300.00

Please prepare a reimbursable agreement and return it to my attention. Contact Robert Garza at 713-207-6554 or email him at Robert.garza@centerpointenergy.com should you should need additional information.

Yours truly,

John W. Lengyel
Supervisor
Transmission Programs & Facilities Services

RG:
Attachments
Grand Parkway @ Harlem Road Adjustment



July 18, 2012

Dr. Jim Condrey
Fort Bend Grand Parkway Toll Road Authority
P.O. Box 2789
Sugar Land, TX 77489-2789

Re: CenterPoint Energy Cost Estimate
Harlem Road Crossing
Fort Bend Grand Parkway Toll Road, Segment D

Dear Dr. Condrey:

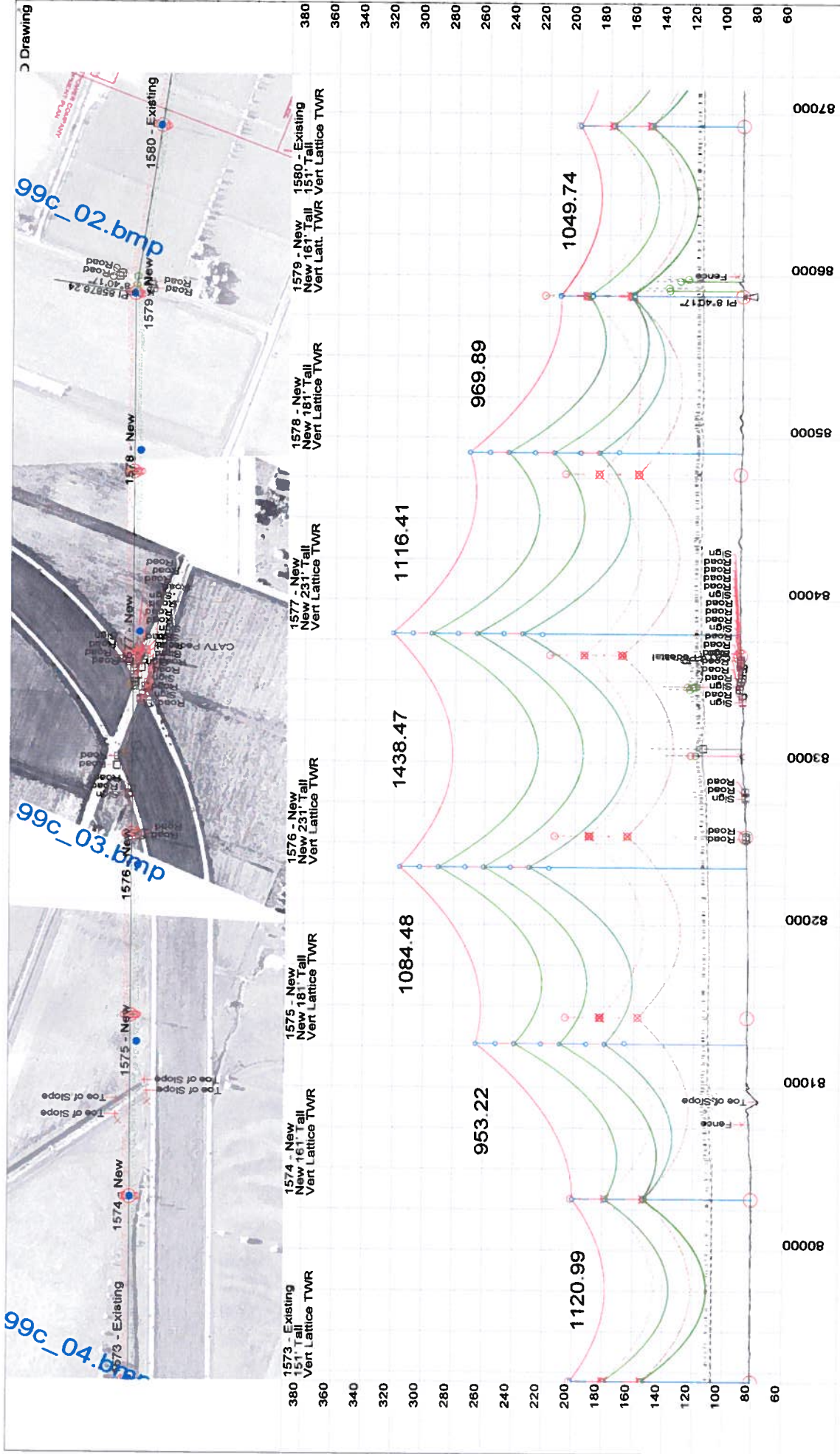
Brown & Gay Engineers, Inc. has reviewed CenterPoint Energy's cost estimate letter, dated April 30, 2012, to adjust the electric transmission lines crossing the proposed toll road. The estimated costs are for materials, labor, and equipment, and will be reimbursed on actual cost basis not to exceed \$4,144,300.00. Based on our review of the estimated cost, we recommend the Board accept the cost estimate.

If you have any questions, please contact me at 281-558-8700 or via email at ggebauer@browngay.com.

Sincerely,

A handwritten signature in black ink that reads "Gary Gehbauer". The signature is written in a cursive style with a large, stylized "G" and "A".

Gary Gehbauer, PE
Program Manager



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 4/24/2012
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COUNTY AUDITOR
Fort Bend County, Texas

Robert Ed Sturdivant
County Auditor

281-341-3769, 281-341-3774 (fax)
sturdrob@co.fort-bend.tx.us

July 18, 2012

Fort Bend County Toll Road Authority Claims Procedures

Contracts and Purchase Orders:

1. The Board of Directors for the Fort Bend County Toll Road Authority (FBCTRA) shall approve all contracts, addendums to contracts, and procurements of goods and services.
2. The FBCTRA shall present approved contracts and addendums to contracts to the Commissioners' Court (Court) for approval.
3. The FBCTRA shall present approved contracts, addendums to contracts (after Court approval), and procurements of goods and services to the Fort Bend County Treasurer's Office (Treasurer).
4. The Treasurer shall requisition the issuance of purchase orders from the Fort Bend County Purchasing Office (Purchasing) for all contracts, addendums to contracts, and procurements of goods and services.
5. Purchasing shall provide the purchase order and/or purchase order number to the Treasurer.
6. The Treasurer and/or the FBCTRA shall provide the purchase order and/or the purchase order number to the vendor to be used as a reference for future claims and invoice processing.

Claims and Invoice Processing:

1. The vendor shall present claims and invoices with purchase orders and/or purchase order numbers for payment to the FBCTRA with all necessary backup in compliance with all terms of contracts, addendums to contracts, and/or purchase orders.
2. The FBCTRA shall review and consider for approval all claims and invoices.
3. The FBCTRA shall present all approved claims and invoices to the Treasurer for processing.
4. The Treasurer shall submit all claims and invoices to the Court for approval to process for payment at the next Court meeting.
5. The Treasurer shall submit all Court approved claims and invoices to the County Auditor (Auditor) for payment.
6. The Auditor shall process all approved claims and invoices for payment within fourteen (14) days of receipt.
7. The Auditor shall present all processed payments for final approval to the Court.
8. The Treasurer shall release all payments for mailing within two days of approval for payment by the Court.