

**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 12th day of April, 2013, 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, hereinafter called the OWNER, acting by and through its duly authorized representative, Martin W. Narendorf, Jr., Senior Director, witnesseth:

WHEREAS, the OWNER, in an Affidavit dated April 10, 2013, 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:

Distribution line adjustments and relocations for the construction of
the Grand Parkway, Fort Bend County, Texas, from 0.31 mile south of Sandhill Drive
to 0.70 mile north of FM 1464.

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 23, 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

\$691,962.50 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.

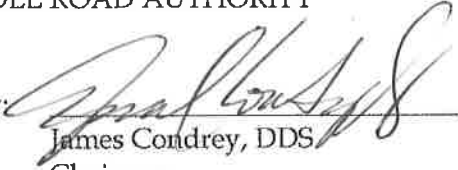
The instruments attached to and made a part of this agreement are:

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

By:


James Condrey, DDS
Chairman

OWNER: CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By:


Martin W. Narendorf, Jr.,
Senior Director

Date:

April 17, 2013

Date:

4/10/2013

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 0.31 mile south of Sandhill Drive to
0.70 mile north of FM 1464 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 Martin W. Narendorf, Jr., Senior Director, 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.

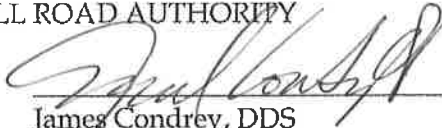
It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance or other work on facilities owned and operated by either the TOLL ROAD AUTHORITY or the OWNER in the area jointly occupied by this permit, where such work will detrimentally 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.

FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY

By:

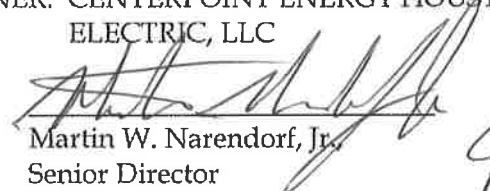

James Condrey, DDS
Chairman

Date:

April 17, 2013

OWNER: CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By:


Martin W. Narendorf, Jr.
Senior Director

Date:

4/10/2013

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:

Distribution lines 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 Martin W. Narendorf, Jr., who, after being by me duly sworn did depose and say:

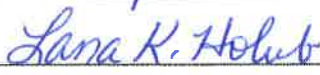
That he is Senior Director of CenterPoint Energy Houston Electric, LLC, as such has knowledge of the facts contained herein, and that to the best of his knowledge, said OWNER is the owner of the described interests in the above described lands, copies of the instruments under which said OWNER claims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


Signed: Martin W. Narendorf, Jr.

Title: Senior Director
Company: CENTERPOINT ENERGY HOUSTON
 ELECTRIC, LLC

Sworn to and subscribed before me this 10th day of April, A.D., 2013




Notary Public Signature

7/4 2/85
5484 (6-85)

Job ER7797C
Map 4649B&4650D
Zone West-Sugarland
APA/s 11-21-94

E A S E M E N T

STATE OF TEXAS)

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND)

THAT, Markborough Development Company Limited, a Texas limited partnership, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by Houston Lighting & Power Company, a Texas corporation, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251, has GRANTED, SOLD AND CONVEYED and by these presents, does GRANT, SELL AND CONVEY unto said Grantee, its successors and assigns, an easement for electric distribution facilities (consisting of all necessary and desirable equipment and appurtenances) at, below and from ground level upward, located on, under, over, and across the following described lands, to wit:

Reserve "A", in Block 1, of New Territory Parcel CV-4, located within the Jesse H. Cartwright League, Abstract 16, in Fort Bend County, Texas, according to the map or plat thereof, recorded in Slide 1278B, of the Plat Records of Fort Bend County, Texas; and including the residue of that certain 2,222.060 acres of land located within said league, the M. M. Battle Survey, Abstract 9, and the Jane Wilkins Survey, Abstract 96, and described as Tract One in a deed to Lexington Development Company (now Markborough Development Company Limited) by Clayton Foundation Company, dated March 15, 1984, and recorded in Volume 1400, Page 311, of the Official Records of Fort Bend County, Texas.

The easements herein granted are ten (10) feet wide at four (4) separate locations, the location of the center-line of each is shown by a dot-dash symbol on Sketch No. 94-721, Sketch No. 94-721A, Sketch No. 94-721B and Sketch No. 94-721C, all revised November 17, 1994, attached hereto and made parts hereof, along with unobstructed

5484(6-85)

Job ER7797C
Map 4649B&4650D
Zone West-Sugarland
APA/s 11-21-94

aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground level and extending upwards, located on both sides of and adjoining said ten (10) feet wide easements.

Grantee shall also have rights of ingress and egress to and from said easement, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said electric distribution facilities, together with the additional right to remove from said easement and land adjoining thereto, 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 electric distribution facilities.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

5484(6-85)

Job ER7797C
Map 4649B&4650D
Zone West-Sugarland
APA/s 11-21-94

EXECUTED this 2nd day of December, 19 94.
MARKBOROUGH DEVELOPMENT COMPANY
LIMITED, by its General Partner

ATTEST:

MPI CORPORATION

BY:

[Signature]
Vice President Secretary
James P. Pappas
(Name typed or printed)

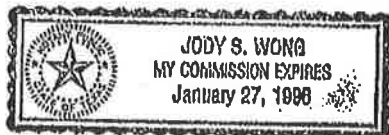
BY:

[Signature]
Executive Vice President
W. Douglas Goff
(Name typed or printed)

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on December 2,
19 94, by W. Douglas Goff, Vice President of MPI
Corporation, an Arizona corporation, General Partner of Markborough
Development Company Limited, a Texas limited partnership, on behalf
of said limited partnership.



Jody S. Wong
Notary's Signature

(Name typed or printed)

Commission Expires: _____

RETURN TO:
SURVEYING & MAPPING DIVISION
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON, TEXAS 77261

EXISTING H.L. & P. CO.
10' EASEMENT
VOL. 1727 PG. 887
SKETCH NO.: WBS-155

MARKBOROUGH DEVELOPMENT
COMPANY LIMITED

VOL. 1400 PG. 311 O.R.
RESIDUE OF 2374.357 AC.

TRACT ONE

REF.: VOL. 2530 PG. 2314 O.R.

GRAND PARKWAY
(WIDTH VARIES)

SAND HILL DRIVE
SLIDE 1280A P.R.

JESSE H. CARTWRIGHT
LEAGUE A-16

RESTRICTED
RESERVE "A"

AVERY DR.
BLOCK 1

REPLAT OF
STONEHAVEN
SLIDE 1346B P.R.

BEARING BASIS
REF.: SLIDE NO.: 1346B P.R.

CALLOWAY DR.
BLOCK 1

HOMEWARD WAY

SKETCH 1 OF 4.

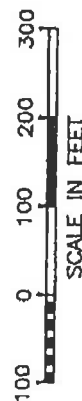


LEGEND

• = Fnd. 3/4" I.R. Unless
Otherwise Noted.

□ = Fnd. 4" BRASS DISK
MARKED "TDOT"

--- = 10' EASEMENT



SCALE IN FEET

NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO
INTERSECT WITH THE EXTERIORS OF ALL ADJOINING
EASEMENTS OR WITH ADJOINING PROPERTY LINES.

REV.1: JOB NO. ER 7797 C BY: J.A.G. DATE: 11-17-94 REV.2: JOB NO.

EASEMENT - UNOBSTRUCTED

COUNTY: FORT BEND

DATE: 11-02-94

SCALE: 1" = 200'

LAST PLOT DATE: 11/17/94

DRAWN BY: J.A. GRIFFIN

MAP NO: 4650 D1.D3

JOB NO: ER 7797 B

BY: DATE:

HOUSTON LIGHTING & POWER CO.

SURVEYING & MAPPING DIVISION

FILE NO. - BOOK: 5 DISK: 262

SKETCH NO. 94-721

MATCH LINE
SEE SK. NO.: 94-721A

JESSE H. CARTWRIGHT LEAGUE A-16

N

MARKBOROUGH DEVELOPMENT
COMPANY LIMITED
VOL. 1400 PG. 311 O.R.
RESIDUE OF 2374.357 AC.
TRACT ONE

REF.: VOL. 2530 PG. 2314 O.R.

NOTE:

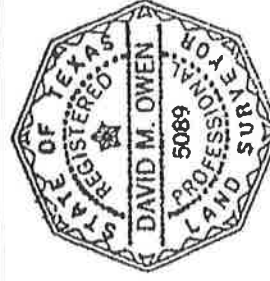
FOR BEARING BASIS
SEE SKETCH NO.: 94-721

LEGEND

□ = Fnd. 4" BRASS DISK
MARKED "TDOT"

--- = 10' EASEMENT

SKETCH 3 OF 4.



[Signature]

LINE	BEARING	DISTANCE
L1	S26°11'49"E	1214.97'
L2	S33°19'03"E	403.15'
L3	S26°11'26"E	500.57'
L4	S26°11'26"E	58.72'
L5	S21°31'55"E	231.25'

MATCH LINE
SEE SK. NO.: 94-721C

REV.1: JOB NO. ER 7797 C BY: J.A.G. DATE: 11-17-94 REV.2: JOB NO.

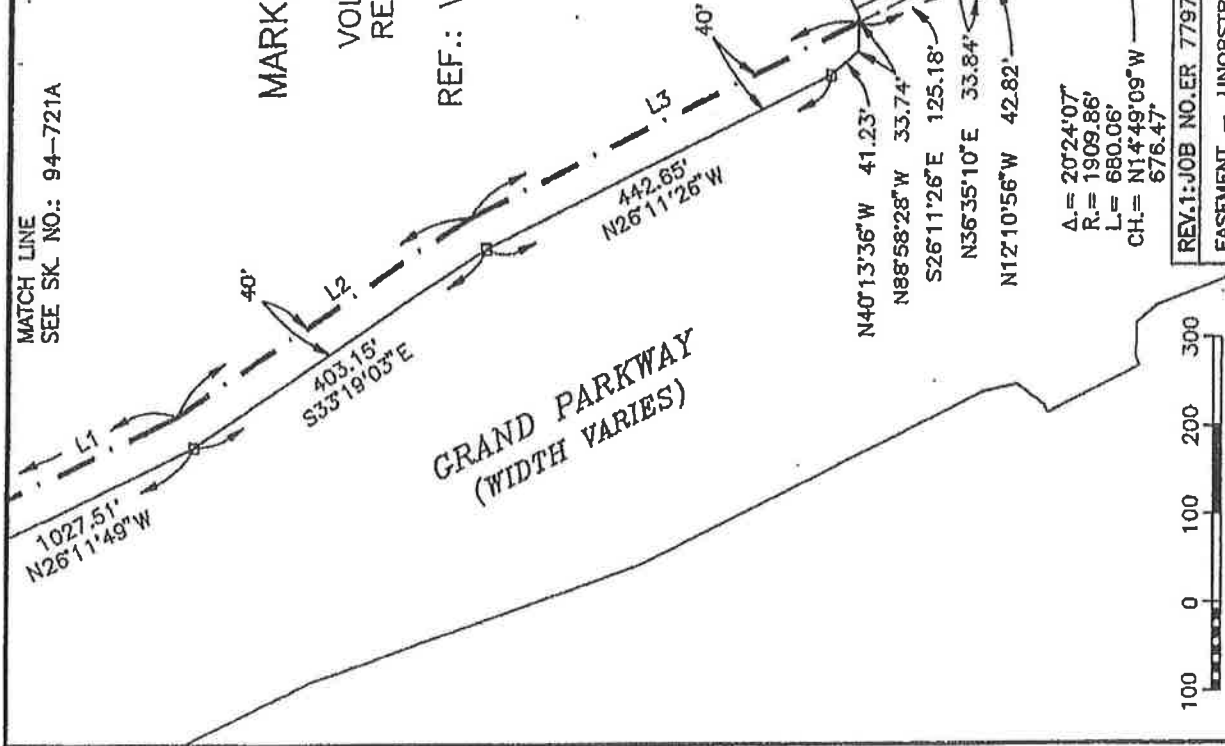
EASEMENT - UNOBSERVED
COUNTY: FORT BEND
DATE: 11-02-94
SCALE: 1" = 200'

LAST PLOT DATE: 11/17/94
DRAWN BY: J.A. GRIFFIN
MAP NO: 4650 D1/D3
JOB NO: ER 7797 B

HOUSTON LIGHTING & POWER CO.
SURVEYING & MAPPING DIVISION
FILE NO. - BOOK: 5 DISK: 262
SKETCH NO. 94-721B

SCALE IN FEET
100 0 100 200 300

NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.





SKETCH 4 OF 4.

$\Delta = 20'24.07''$
 $R = 1909.86'$
 $L = 680.06'$
 $CH = N14'49'09''W$
 $676.47'$

GRAND PARKWAY
(WIDTH VARIES)

LINE	BEARING	DISTANCE
L5	S21°31'55"E	231.25'
L6	S14°49'46"E	231.31'
L7	S07°58'13"E	227.01'
L8	S04°36'41"E	447.78'
L9	S04°36'41"E	202.00'
L10	S04°36'41"E	85.54'

NOTE:

FOR BEARING BASIS
SEE SKETCH NO.: 94-721

LEGEND

• = Fnd. 3/4" I.R. Unless
Otherwise Noted.

□ = Fnd. 4" BRASS DISK
MARKED "DOT"

— = 10' EASEMENT

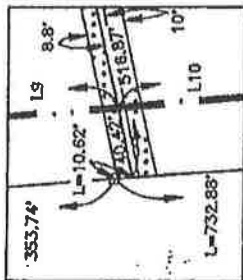
- - - = 30' AERIAL CROSSING



SCALE IN FEET

NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO
INTERSECT WITH THE EXTERIORS OF ALL ADJOINING
EASEMENTS OR WITH ADJOINING PROPERTY LINES.

MATCH LINE
SEE SK. NO.: 94-721B



DETAIL
N.T.S.

SEE
DETAIL

PROPOSED H.L. & P. CO.
10' EASEMENT
8.8" AERIAL EASEMENT
SKETCH NO.: 94-358

EXISTING H.L. & P. CO.
10' EASEMENT
VOL. 2842 PG. 826
SKETCH NO.: 94-023

FND. I.R. W/CAP
(STAMPED RFLS 4416)

H.L. & P. CO. EASEMENT
VOL. 113 PG. 16
SKETCH NO.: A-C-0178-4

MARKBOROUGH DEVELOPMENT
COMPANY LIMITED

VOL. 1400 PG. 311 O.R.
RESIDUE OF 2374.357 AC.

TRACT ONE

REF.: VOL. 2530 PG. 2314 O.R.

JESSE H. CARTWRIGHT
LEAGUE A-16

REV.1: JOB NO. ER 7797 C	BY: J.A.G.	DATE: 11-17-94	REV.2: JOB NO.	BY:	DATE:
EASEMENT - UNOBSERVED			LAST PLOT DATE: 11/17/94		
COUNTY: FORT BEND			DRAWN BY: J.A. GRIFFIN		
DATE: 11-02-94			MAP NO: 4650 D1/D3		
SCALE: 1" = 200'			JOB NO: ER 7797 B		

HOUSTON LIGHTING & POWER CO. SURVEYING & MAPPING DIVISION	
FILE NO. - BOOK: 5	DISK: 262
SKETCH NO. 94-721C	

FILED AND RECORDED
1-18-95 P16:20 TD \$21.00

Dianne Wilson

Dianne Wilson - County Clerk
Fort Bend County, Texas

9422676

2642 351
ENTEX

A Division of Arks, Inc.

**RIGHT OF WAY AND EASEMENT DEED
FOR DISTRIBUTION SYSTEM**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT FOR AND IN CONSIDERATION OF One and No/100 Dollars (\$1.00) and other good and valuable consideration paid to the undersigned (herein called "Grantor", whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor does hereby GRANT, SELL, and CONVEY unto ENTEX (herein called "Grantee"), its successors and assigns, two unobstructed non exclusive right of way and easements to construct, lay, install, maintain, operate, inspect, repair, alter, replace, change the size of, remove and relocate gas pipelines, (whether one or more) and appurtenances thereto (including, but not limited to, service lines) over, under, across, upon, along and through the following-described property, situated in the J. H. Carlwright Survey, Abstract No. 16, Sugar Land, Fort Bend County, Texas, To Wit:

The easements herein conveyed shall be confined to two (2), five (5) feet wide strips of land situated out of the J. H. Carlwright Survey, Abstract No. 16, within the New Territory Parcel C-6 through C-9 (Emerald Crest) Subdivision as recorded on Slide 1279-B in the Plat Records of Fort Bend County.

Said easements being the five (5) feet north of and adjacent to the north property line of an existing Houston Lighting and Power 10' easement (Volume 1727, Page 687 F.B.C.D.P.), said easement being contained in restricted Reserve "A" landscape/open space between Lot 78, Block 1, and the west property line of Grand Parkway, and the five (5) feet east of and adjacent to the west property line of Lot 9, Block 4, and extending south across restricted Reserve "A" to the north right-of-way of Sand Hill Drive.

Said easements being more particularly defined on Exhibit "A", (Entex drawing No. EA-94020), attached to and made a part of this instrument.

Grantee shall have the right to use the surface of said right of way and easements to the extent necessary for full enjoyment of the rights herein granted.

Grantor hereby covenants and agrees that it shall not have the right to place, build or construct any buildings, structures, or obstructions of any kind, over, under, or upon the above-described right of way and easements nor to change the grade over said right of way and easements; provided, however, that paved roadways, ditches, storm sewer and sanitary sewer drains, pipelines, telephone, telegraph, and power lines may be constructed across (as distinguished from running lengthwise along, upon and over) said right of way and easements, if further, however, that fences may be constructed along or across said right of way and easements, if the prior written consent and approval of Grantee is obtained as to the route thereof and type and manner of constructing such fence or fences.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until released by recordable instrument executed by Grantee, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described and removal of such at will, in whole or in part.

#9408

AS PER ORIGINAL

2642 352

This Agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

EXECUTED this the 28th day of March, 19 94

GRANTOR:


SIGNATURE

James P. Pappas - Vice President

PRINTED NAME & TITLE

Markborough Development Company Limited
A Texas Limited Partnership

By MPI Corp., An Arizona Corporation - General Partner

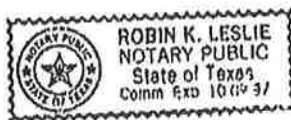
PRINTED COMPANY NAME

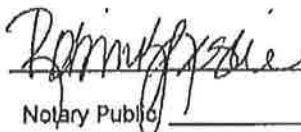
THE STATE OF Texas

COUNTY OF Harris

"BEFORE ME, the undersigned authority, on this day personally appeared James P. Pappas, who acknowledges that he is Vice President of Markborough Development Company Limited, A Texas Limited Partnership by MPI Corporation, An Arizona Corporation - General Partner and that he executed the above and foregoing instrument of writing for the purposes mentioned on the day and year therein mentioned, after having first been duly authorized by said partnership so to do."

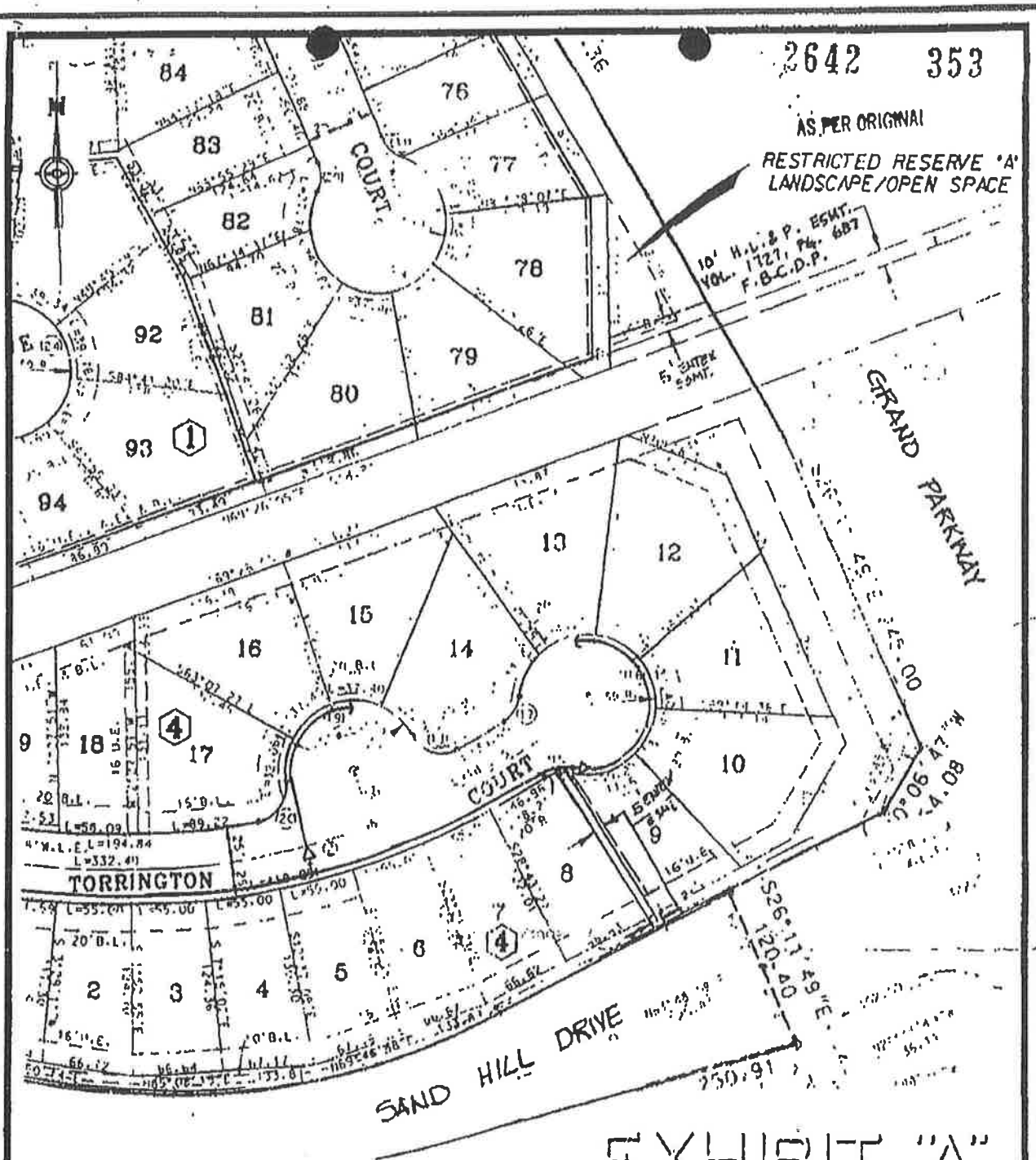
GIVEN under my hand and seal of office, this the 28th day of March, 19 94.




Notary Public _____ County,

#9408

Return to: Enter
P.O. Box 519
Rich, TX 77469



NEW TERRITORY
 PARCEL C-6 THROUGH C-9
 J.H. CARTWRIGHT SURVEY
 ABSTRACT No. 16

PROP. 5' ENTEx ESMT.
 D.M. SUGAR LAND SD-C-1

EXHIBIT "A"

ENTEx

PROPOSED 5' ENTEx EASMENTS FOR
 NEW TERRITORY PARCEL C-6 THRU C-9
 SUGAR LAND, FT. BEND CO., TEXAS

DRAWN BY <u>100P</u>	DATE <u>2-8</u>	APPROVED _____
CHECKED BY _____	DATE _____	CHIEF ENGINEER
E.N. NO. _____	SCALE <u>1"=10'</u>	EA-94020
E.E. NO. _____	SHEET <u>1</u> OF <u>1</u>	

REV. 2-25-94 CH

2042

354

FILED

10:19 AM

'94 APR -5

Dianna Wilson
COUNTY CLERK
FORT BEND COUNTY, TEX.

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly
recorded in the volume and page of the Official Records
of Fort Bend County, Texas as stamped by me.

APR 07 1994



Dianna Wilson
County Clerk, Fort Bend Co., Tex.



CenterPoint Energy Houston
P.O. Box 1700
Houston, TX 77251-1700
CenterPointEnergy.com

April 8, 2013

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,
Underground Distribution Line Adjustment
State Highway 99 at Sand Hill Road
Fort Bend County, Texas**

Dear Mr. Gehbauer

CenterPoint Energy Houston Electric, LLC, has reviewed the effects of the main lane construction for State Highway 99, the Grand Parkway, at or near Sand Hill Drive. The company's Crabb River Road Substation Circuit Feeder 43 (CRB43) is located at or near State Highway 99 Highway Station 809+00.

To provide the required National Electric Safety Code clearances for the overpass, it is necessary to adjust the circuit feeder from an overhead location to an underground position at this location. To remove conflicts for the construction of the overpass, the estimated cost for this adjustment is shown on the attached sheet.

Please prepare a reimbursement 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,

A handwritten signature in black ink, appearing to read "John W. Lengyel".

John W. Lengyel
Supervisor

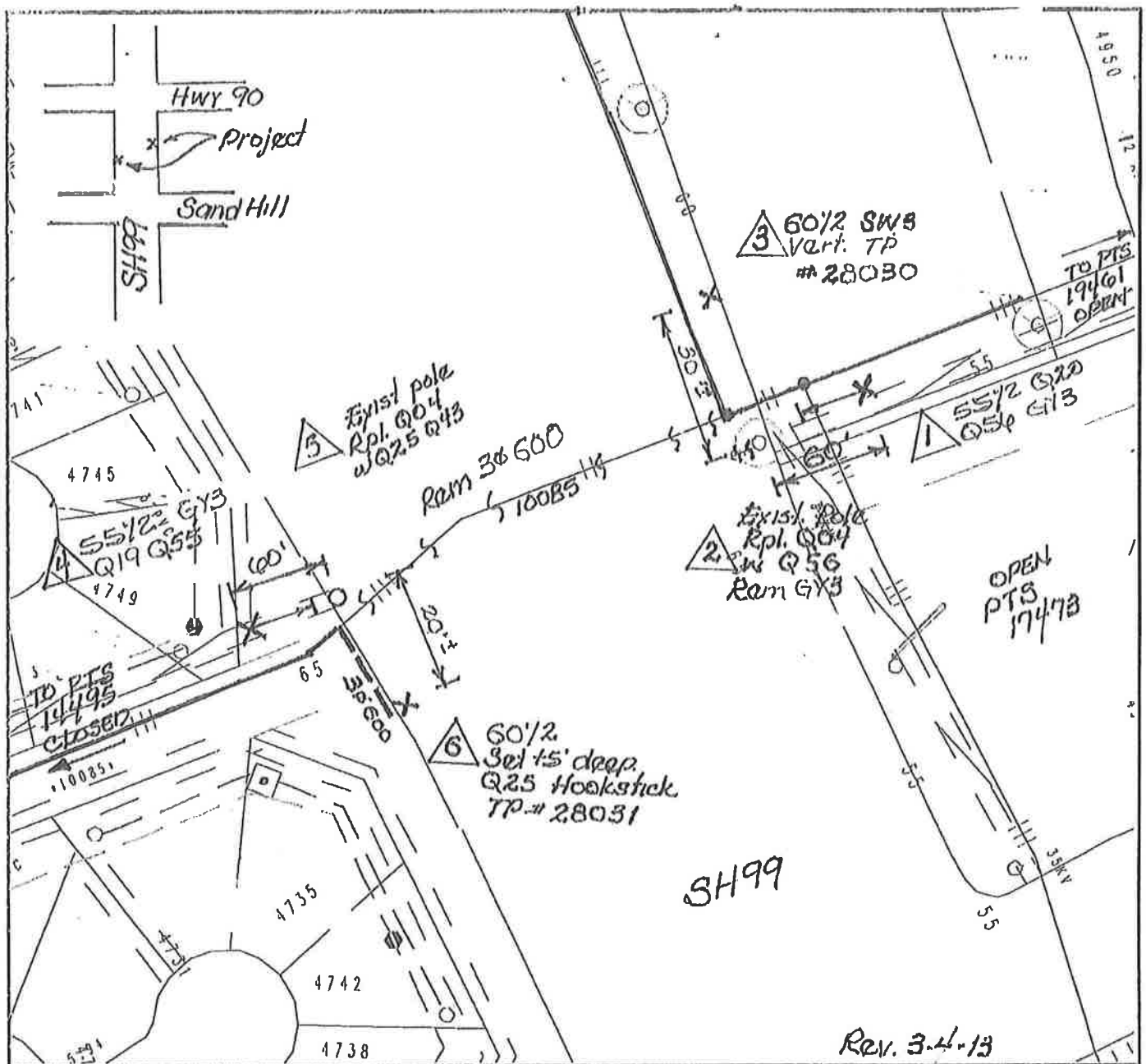
Transmission Programs & Facilities Services

RG:
Attachments
Grand Parkway @ Sand Hill Drive

CenterPoint Energy Houston Electric LLC
State Highway 99 ~ Grand Parkway
Sand Hill Drive Major Underground Distribution Crossing Estimate

Fort Bend Grand Parkway Toll Road Authority
Segment D Grand Parkway

Work Order	62527648	62402661	62569731	62581964	TOTALS
Work Description	Terminal Pole Installation	Consulting Engineering Fees	Duct Bank Installation	Conductor Installation	
Engineering Fees	\$ -	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Materials	\$ 11,500.00	\$ -	\$ 5,250.00	\$ 20,500.00	\$ 37,250.00
Company Material Handling Expenses	\$ 4,500.00	\$ -	\$ 6,500.00	\$ 1,800.00	\$ 12,800.00
Company Labor and Equipment Expenses	\$ -	\$ -	\$ 8,850.00	\$ 12,000.00	\$ 20,850.00
Contract Labor	\$ 16,250.00	\$ -	\$ 382,750.00	\$ 5,000.00	\$ 404,000.00
Work Order Administration Expenses	\$ 8,062.50	\$ 12,000.00	\$ 138,000.00	\$ 9,000.00	\$ 167,062.50
TOTALS	\$ 40,312.50	\$ 62,000.00	\$ 541,350.00	\$ 48,300.00	\$ 691,962.50



CENTERPOINT ENERGY

NOTES: G0VP - SH99 - Sand Hill
Xlot. 1402634128

Scale 1 Inch : 100.00 feet



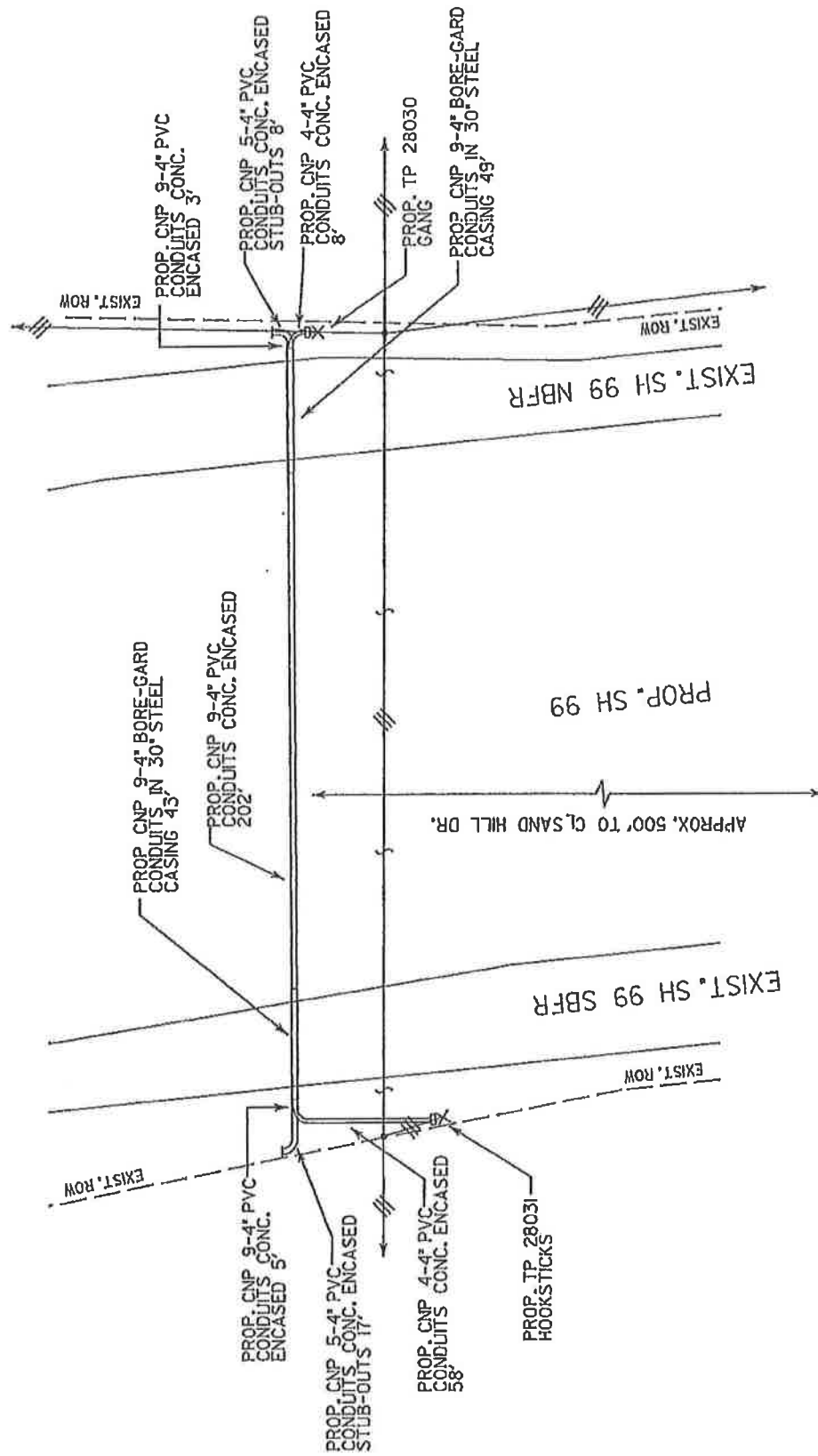
WORK ORDER #	MAIN WORK CENTER	ID NUMBER	FUNCTIONAL LOCATION
42527648	FORT BEND	1023	10085
GLN NUMBER	KEY MAP	ORDER TYPE	MAINT ACCT TYPE
465053	567X	HDC2	249
CONSULTANT	PHONE NUMBER	PAGER NUMBER	EMAIL
SHORT	281-561-3228		
DATE REQUESTED	FIELD COMPLETION DATE	ADDRESS	GIS PRIORITY
		SH99 North of Sand Hill	4 5

CenterPoint Energy

MAJOR UNDERGROUND ENGINEERING WORKING SKETCH

LAMBERT NO.	KEY MAP	CIRCUIT	FUNCTIONAL LOCATION	SCALE	JOB NO.
4650-A4	567-W	CRB-43	UDG-004836	NTS	62569731

UNDERGROUND DUCT BANK
STATE HIGHWAY 99
NORTH OF SAND HILL DRIVE

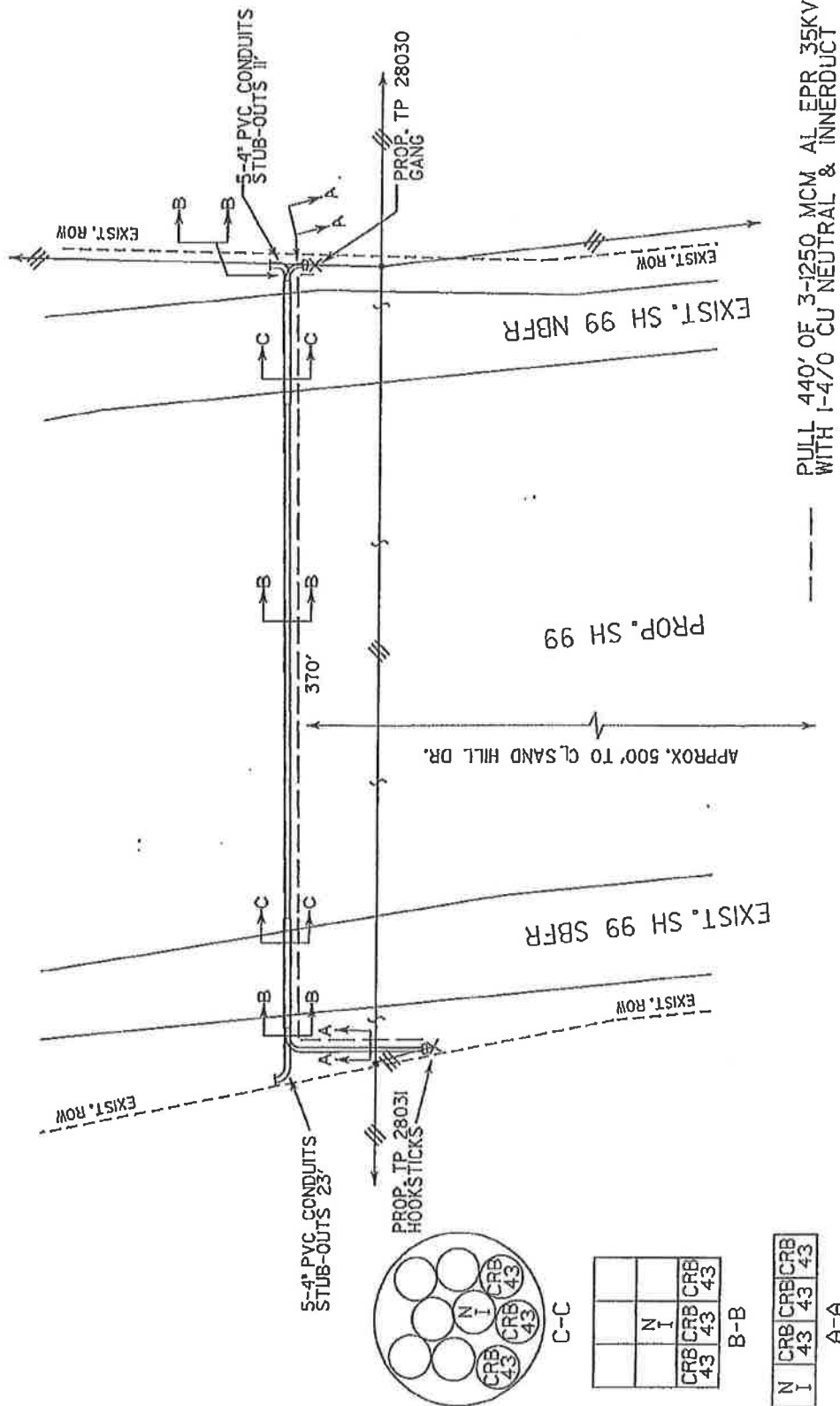


EDITED BY: RONNIE BIEL

CenterPoint Energy
MAJOR UNDERGROUND ENGINEERING
WORKING SKETCH

LAMBERT NO.	KEY MAP	CIRCUIT	FUNCTIONAL LOCATION	SCALE	JOB NO.
4650-A4	567-W	CRB-43	UDG-004836	NTS	62581964

UNDERGROUND DUCT BANK
STATE HIGHWAY 99
NORTH OF SAND HILL DRIVE





April 8, 2013

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

Re: CenterPoint Energy Cost Estimate
Sandhill 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 8, 2013, to adjust the electric distribution 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 \$691,962.50. 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 ggehbauer@browngay.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Gehbauer", is written over a faint, larger blue signature that is partially obscured.

Gary Gehbauer, PE
Program Manager

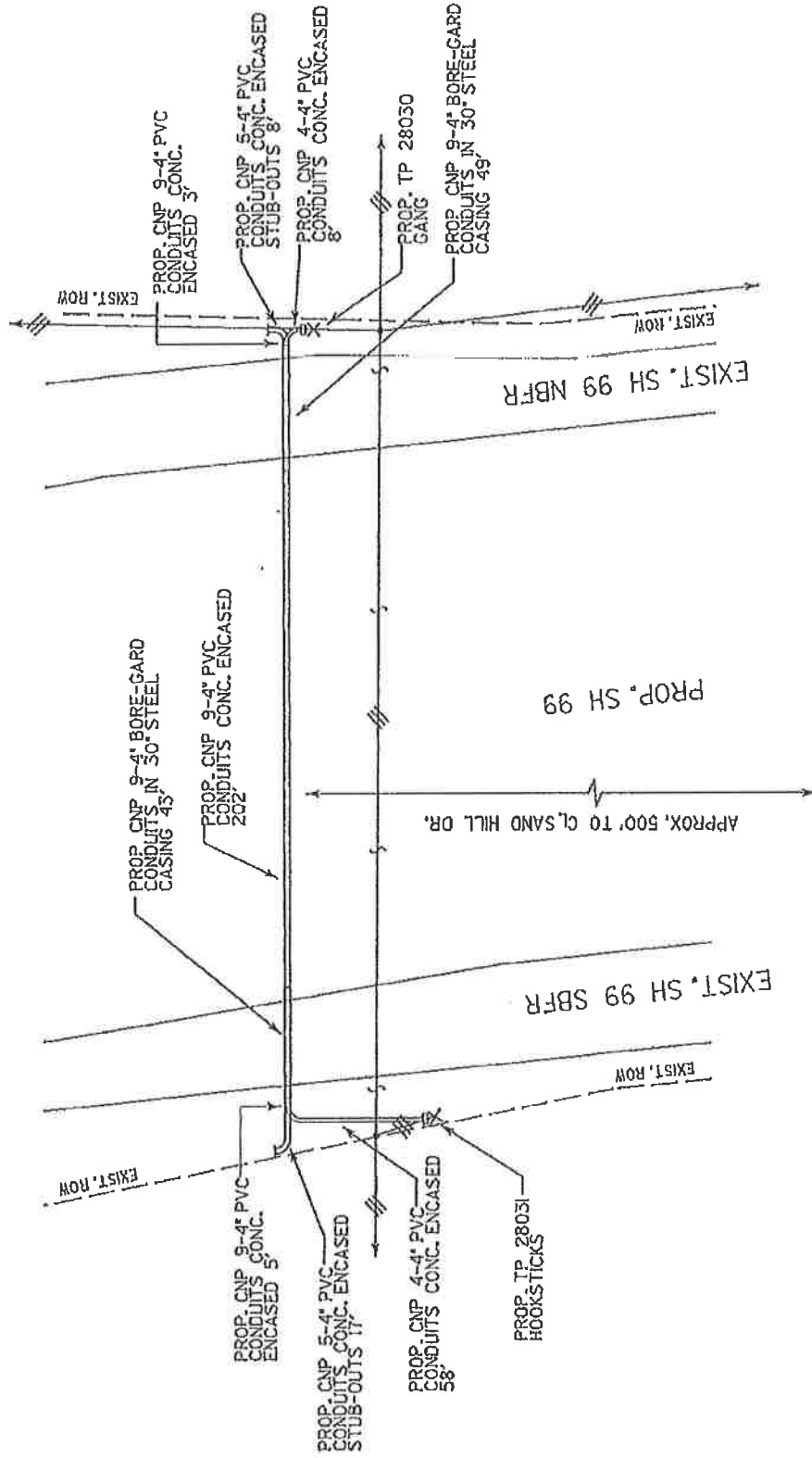
CenterPoint Energy

MAJOR UNDERGROUND ENGINEERING WORKING SKETCH



LAURET NO.	KEY MAP	CIRCUIT	FUNCTIONAL LOCATION	SCALE	JOB NO.
4650-A4	567-W	CRB-43	UDG-004836	NTS	62569731

UNDERGROUND DUCT BANK
STATE HIGHWAY 99
NORTH OF SAND HILL DRIVE



EDITED BY: RONNIE BEL

EDITED BY: RONNIE BIEL

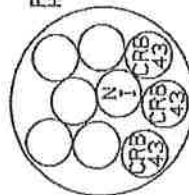
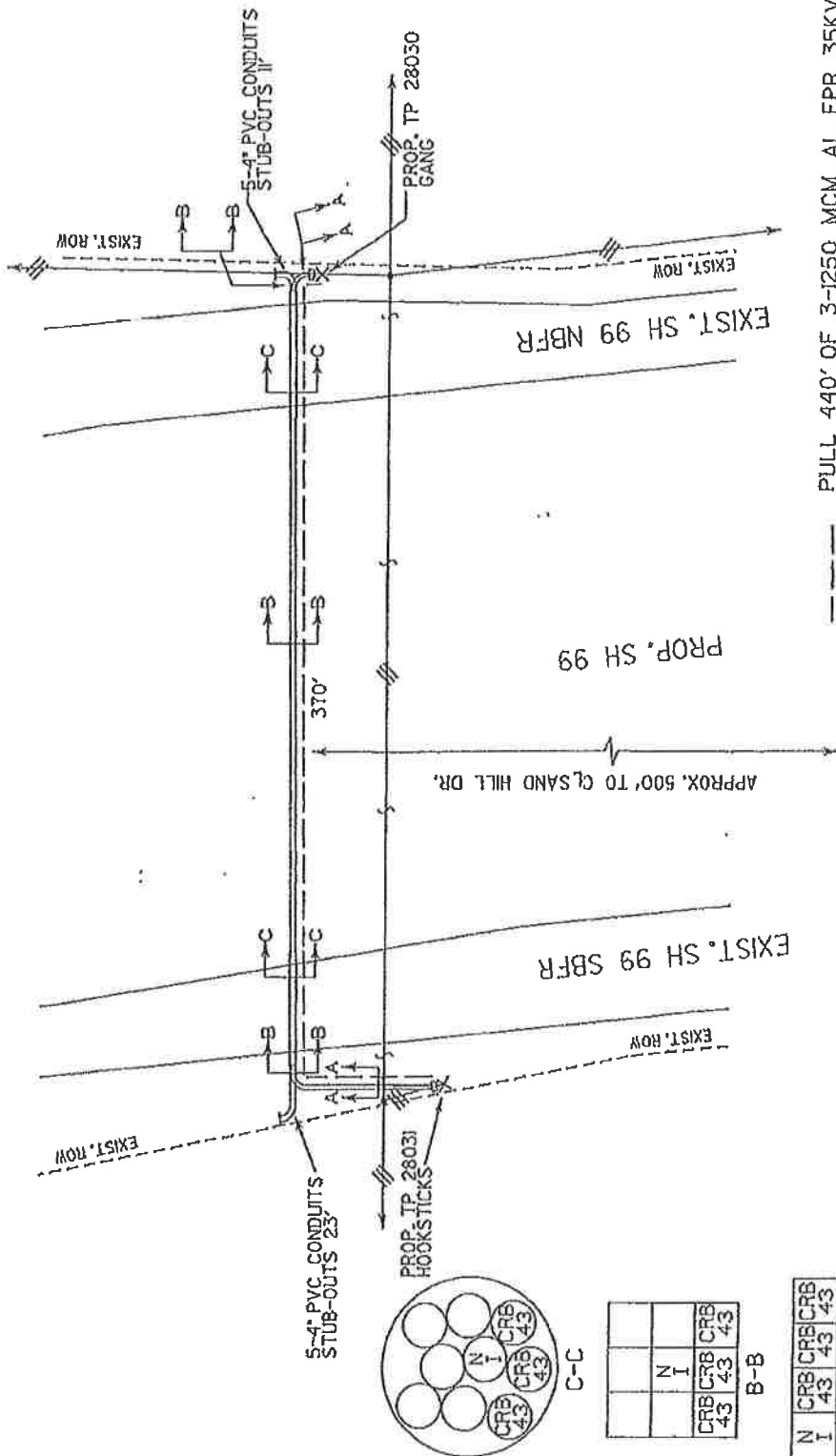
CenterPoint Energy

MAJOR UNDERGROUND ENGINEERING
WORKING SKETCH



CAMBERT NO.	KEY MAP	CIRCUIT	FUNCTIONAL LOCATION	SCALE	JOB NO.
4650-A4	567-W	CRB-43	UDG-004836	NTS	62581964

UNDERGROUND DUCT BANK
STATE HIGHWAY 99
NORTH OF SAND HILL DRIVE



C-C

B-B

N	CRB	CRB	CRB	CRB
I	43	43	43	43

A-A

PULL 440' OF 3-1250 MCM AL EPR 35KV CABLE
WITH 1-4/0 CU NEUTRAL & INNERDUCT



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.