

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

**STATE OF TEXAS            §     COUNTY: FORT BEND**

**COUNTY OF FORT BEND §**

**ROAD: GRAND PARKWAY (SH 99)**

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the **Fort Bend Grand Parkway Toll Road Authority**, a Texas 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 \_\_\_\_\_, 2015, 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 and/or Transmission line adjustments and relocations for the improvements for the construction of the south bound frontage road of the Grand Parkway Segment C, Fort Bend County, Texas, from I-69 to Rabbs Bayou.**

**WHEREAS**, the **COUNTY** and the **TOLL ROAD AUTHORITY** desire 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 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 **COUNTY** and the **TOLL ROAD AUTHORITY'S** construction or in said work, but in no event will such work extend past June 30, 2016.

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 \$2,020,000 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.

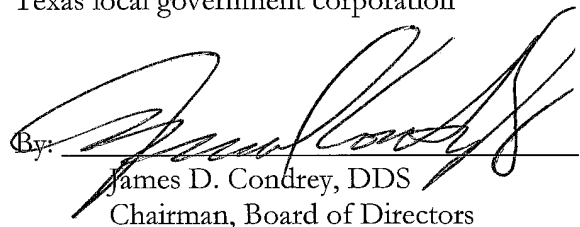
"As additional consideration under this Agreement, COUNTY agrees to acquire certain parcels of land necessary for its Project, including aerial easements needed by OWNER for its operations, identified in Exhibit A, attached hereto and made a part hereof."

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

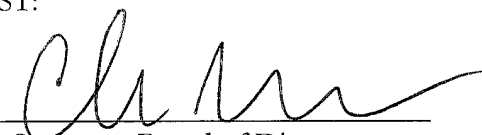
- Permit
- Affidavit
- Cost Estimate
- Engineer's Approval of Cost Estimate
- Company Sketch
- County Auditor's Guidelines for Utility Adjustment Claims

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**.

FORT BEND COUNTY GRAND  
PARKWAY TOLL ROAD AUTHORITY, a  
Texas local government corporation

By:   
James D. Condrey, DDS  
Chairman, Board of Directors

ATTEST:

By:   
Secretary, Board of Directors

OWNER: CenterPoint Energy Houston Electric LLC

By: \_\_\_\_\_  
C.R. Salas  
Attorney in Fact

Date: \_\_\_\_\_

PERMIT

STATE OF TEXAS            §    COUNTY: FORT BEND

COUNTY OF FORT BEND §

ROAD: GRAND PARKWAY (SH 99)

WHEREAS, **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:

**The south bound frontage road of the Grand Parkway, Segment C,  
Fort Bend County, Texas, from I-69 to Rabbs Bayou.**

**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, its 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.

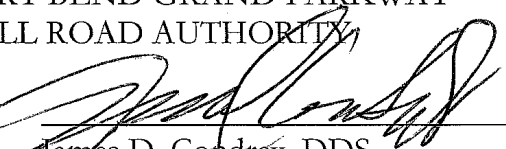
Neither **OWNER** nor **TOLL ROAD AUTHORITY**, by execution of this permit, waives any of the rights which **OWNER** or **TOLL ROAD AUTHORITY** may legally have within the limit of the laws of this State.

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

FORT BEND GRAND PARKWAY  
TOLL ROAD AUTHORITY

OWNER: CenterPoint Energy Houston Electric LLC

By: \_\_\_\_\_

  
James D. Condrey, DDS  
Chairman

\_\_\_\_\_  
C.R. Salas  
Attorney in Fact

Date: March 18, 2015

Date: \_\_\_\_\_

**A F F I D A V I T**

**STATE OF TEXAS                    §        COUNTY: FORT BEND**

**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:

**138kV transmission 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 \_\_\_\_\_, who, after being by me duly sworn did depose and say:

That he is Manager, Land & Right of Way 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 \_\_\_\_ day of \_\_\_\_\_, A.D., 2015

\_\_\_\_\_  
Notary Public Signature