

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

STATE OF TEXAS § COUNTY: FORT BEND

COUNTY OF FORT BEND §

ROAD: Fort Bend Grand Parkway Toll Road (SH 99), Segment C, Section C-1

This agreement entered into this 18th day of May, 2016, 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, John H. Dodge, Electric Facilities Program & Services Manager, hereinafter called the **OWNER**, witnesseth:

WHEREAS, the **OWNER**, in an Affidavit dated May 11, 2016, has asserted an interest in certain lands and that this proposed road improvement will necessitate the adjustment, removal or relocating of certain facilities of the **OWNER** now located upon such land as indicated in the following statement of work:

Distribution line adjustments and relocations (poles 1, 2 and 3) for the improvements for the construction of the south bound frontage road of the Fort Bend Grand Parkway Segment C, Fort Bend County, Texas, from IH 69/US 59 to Rabbs Road.

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 May 31, 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 \$13,844.54 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.

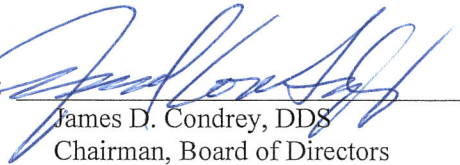
"As additional consideration under this Agreement, COUNTY agrees to acquire certain parcels of land necessary for its Project, including aerial easements needed by OWNER for its operations, identified in Exhibit A, attached hereto and made a part hereof."

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


- Permit **JD**
- 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: 
John H. Dodge
Electric Facilities Program & Services Manager

Date: 05/11/16

A F F I D A V I T

STATE OF TEXAS § COUNTY: FORT BEND

COUNTY OF FORT BEND §

ROAD: Fort Bend Grand Parkway Toll Road (SH 99), Segment C, Section C-1

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

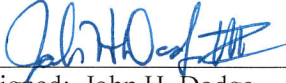
WHEREAS, it is anticipated that the above referred to improvements will affect the facilities of CenterPoint Energy Houston Electric, LLC, hereinafter called the OWNER, at the following described locations:

Distribution line adjustments and relocations as indicated on the attached sketch.

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.

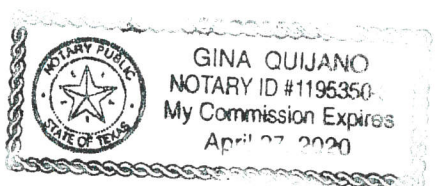
NOW, THEREFORE, before me, the undersigned authority, this day personally appeared _____ John H. Dodge _____, who, after being by me duly sworn did dispose and say:

That he is Electric Facilities Program & Services Manager 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: John H. Dodge

Title: Electric Facilities Program & Services Manager
Company: CenterPoint Energy Houston Electric LLC

Sworn to and subscribed before me this 11th day of May, A.D., 2016



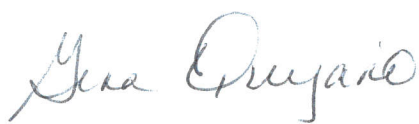


EXHIBIT A

FBC 1999075222 6 pgs

5484(6-85)

Job ER3205B
Map 4648A
S/C FT. BEND

EASEMENT

STATE OF TEXAS }
COUNTY OF FT. BEND }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Devtexland, L.P. and Land Tejas Development at the Brazos North L.L.C., herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by Reliant Energy HL&P, a Division of Reliant Energy, Incorporated, 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), located on, under, over, and across the following described lands, to wit:

Lot 52, Restricted Reserve "C" and Restricted Reserve "E" in Block 1 of Canyon Gate at the Brazos, Section One, a subdivision out of the Joseph A. Kuykendall League, Abstract 649, in Fort Bend County, Texas, according to the plat thereof recorded in Film Code 1848B of the Plat Records of Ft. Bend County, and the residue of that certain 118.445-acre tract out of said survey, being the same property described in a deed from Courtney P. Grover to Devtexland, L.P., dated July 15, 1998, and filed of record under County Clerk's File 9857528 of the Official Public Records of Fort Bend County, Texas.

The easements herein granted are described as follows:

- 1.0 Easements ten (10) feet wide in two (2) separate locations, the location of the centerline of each is shown by a dot-dash symbol on Sketch No. 99-368, hereto attached and made a part hereof, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easement.

2.0 Unobstructed aerial easement five (5) feet six (6) inches wide, beginning at a plane sixteen (16) feet above the ground and extending upward, at the following locations:

2.1 Northwesterly of and adjoining the sixteen (16) foot wide dedicated utility easement located northwesterly of and adjoining the entire southeasterly line of Lot 52 in Block 1.

2.2 Westerly of and adjoining the sixteen (16) foot wide dedicated utility easement located westerly of and adjoining the entire easterly line of Restricted Reserve "E" in Block 1.

3.0 The easement herein granted is sixteen (16) feet wide, located westerly of and adjoining the entire most north westerly line of Restricted Reserve "C" in Block 1, together with an unobstructed aerial easement five (5) feet six (6) inches wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located westerly of and adjoining said sixteen (16) foot wide easement.

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 themselves and their successors, heirs, assigns, and legal representatives, to warrant and forever defend all and

5484(6-85)

Job ER3205B
Map 4648A
S/C FT. BEND

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.

EXECUTED this 5 day of August, 1999.

DEVTEXLAND, L.P.
BY: PNI, INC.

BY: Betty Criss
Betty Criss, Assistant Secretary

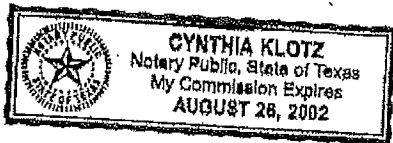
LAND TEJAS DEVELOPMENT AT THE BRAZOS NORTH, L.L.C.

BY: Courtney P. Grover
Courtney P. Grover, Co-Manager

STATE OF TEXAS }

COUNTY OF Fort Bend

This instrument was acknowledged before me on August 9, 1999, by Betty Criss; Assistant Secretary of PNI, Inc. Partner of Devtexland, L.P. , a partnership, on behalf of said partnership.



Cynthia Klotz
Notary's Signature

Cynthia Klotz
(Name typed or printed)

Commission Expires: 8-26-2002

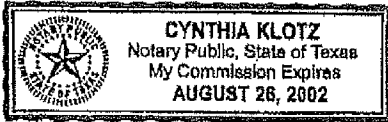
5484(6-85)

Job ER3205B
Map 4648A
S/C FT. BEND

STATE OF TEXAS }

COUNTY OF Fort Bend

This instrument was acknowledged before me on August 5, 1999, by Courtney P. Grover, Co-Manager of Land Tejas Development at the Brazos North, L.L.C., a corporation, on behalf of said corporation.



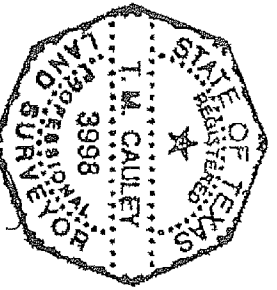
Cynthia Klotz
Notary's Signature

Cynthia Klotz
(Name typed or printed)

Commission Expires: 8-26-2002

10X

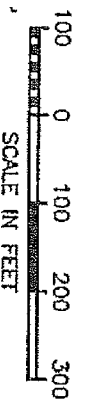
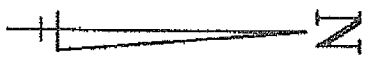
AFTER RECORDING RETURN TO:
SURVEYING & MAPPING
RELIANT ENERGY HL&P
P. O. BOX 1700
HOUSTON, TX 77251-1700



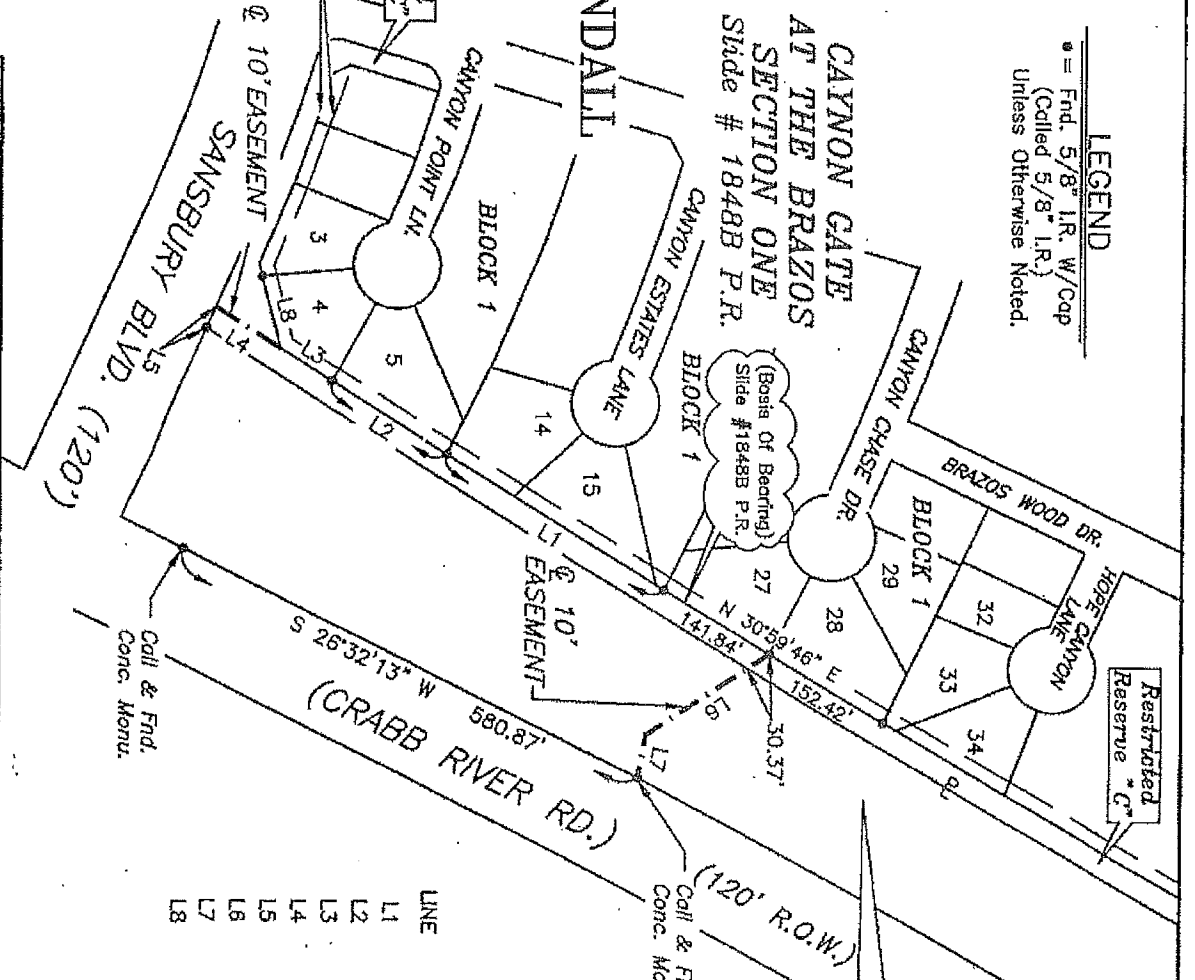
J.M. Gauley

LEGEND
 * = Fnd. 5/8" I.R. w/Cap
 (Called 5/8" I.R.)
 Unless Otherwise Noted.

**JOSEPH KUYKENDALL
 LEAGUE
 A-49**



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



DEVTEKLAND, L.P.
 9857528 O.P.R.
 Residue Of 118,445 Ac.

LINE	DISTANCE	BEARING
L1	291.06'	S 31°44'42" W
L2	155.40'	S 32°22'29" W
L3	70.95'	S 32°23'19" W
L4	87.92'	S 32°23'19" W
L5	26.68'	S 65°57'21" E
L6	169.90'	S 33°46'22" E
L7	50.51'	S 79°03'01" E
L8	85.44'	S 75°40'57" W

REV:1:JOB NO. BY: DATE: REV:2:JOB NO. BY: DATE:

EASEMENT - UNOBSTRUCTED LAST PLOT DATE: 7/07/99

COUNTY: FORT BEND DRAWN BY: A.W.P.

DATE: 7/07/99 MAP NO: 4648 A4

SCALE: 1" = 200' JOB NO: ER 3205A

FILE NO. - BOOK: 9 DISK: 527 CHECKED BY: T.M.C.

HOUSTON LIGHTING & POWER CO.
 a division of: HOUSTON INDUSTRIES, INC.
 SURVEYING & MAPPING SECTION
 P.O. Box 1700 Houston, TX 77251-1700
 (713) 207-1111
 SKETCH NO. 99-368

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

08-30-1999 10:56 AM 1999075222

JM \$17.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



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

May 9, 2016

Mr. Gregory A. Ofield, P.E.
Brown & Gay Engineers
10777 Westheimer, Suite 400
Houston, TX 77042

RE: Fort Bend Grand Parkway, Segment C-1
FM 2759 from US 59 to Rabbs Bayou
WO Number 76760286
CNP Job No.: JU-M-15-136

Dear Mr. Ofield:

CenterPoint Energy will be required to adjust company owned overhead distribution facilities, due to the road widening along F.M. 2759. Please refer to the enclosed sketch and cost estimate.

Please prepare the necessary agreements for reimbursement of this work. A total of three (3) signed originals should be submitted to us for execution. Upon execution of the agreement by CenterPoint Energy, we will return two originals for your files.

Should more information be needed, please contact Cynthia Martinez at 713.207.6555.

Sincerely,

A handwritten signature in blue ink, appearing to read "John H. Dodge".

John H. Dodge
Electric Facilities Program &
Services Manager

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 OVERHEAD DISTRIBUTION RELOCATION
 US 59-GRAND PARKWAY C-1 - CRABB RIVER RD/RABBS BAYOU
 JU-M-15-136
 WORK ORDER 76760286 ESTIMATE

DESCRIPTION	QTY	UNIT	COST	SUB TOTAL	TOTAL
Material					
POLE,WOOD,60',CLASS H2,PINE,CR	2	EA	\$1,400.74	\$2,801.47	
POLYURETHANE FOAM	6	KT	\$40.74	\$244.43	
Total Material					\$3,045.90
STORES EXPENSE					\$ 402.01
CONTRACT LABOR					\$ 7,200.00
LAND AND FIELD SERVICES					\$ 1,752.84
CONSTRUCTION OVERHEAD	0.15	%	\$ 9,354.85	\$ 1,443.79	\$ 1,443.79
<u>WORK ORDER 76760286 ESTIMATE TOTALS</u>					<u>\$ 13,844.54</u>



May 9, 2016

Dr. James Condrey, DDS
Fort Bend Grand Parkway Toll Road Authority
P.O. Box 2789
Sugarland, TX 77489-2789

Re: CenterPoint Energy Cost Estimate
Distribution Line Relocation
Fort Bend Grand Parkway Toll Road, Segment C, Section C-1

Dear Dr. Condrey,

Brown & Gay Engineers, Inc. has reviewed CenterPoint Energy's cost estimate letter, dated May 9, 2016, to adjust three distribution poles in conflict with the proposed southbound frontage road between US 59 and Sansbury Road. The estimated costs are for materials, labor, and equipment, and will be reimbursed on actual cost basis not to exceed \$13,844.54. However, if any overruns are anticipated then CenterPoint has been requested to receive approval prior to incurring the costs. Based on our review of the estimated cost, we recommend the Board accept the cost estimate.

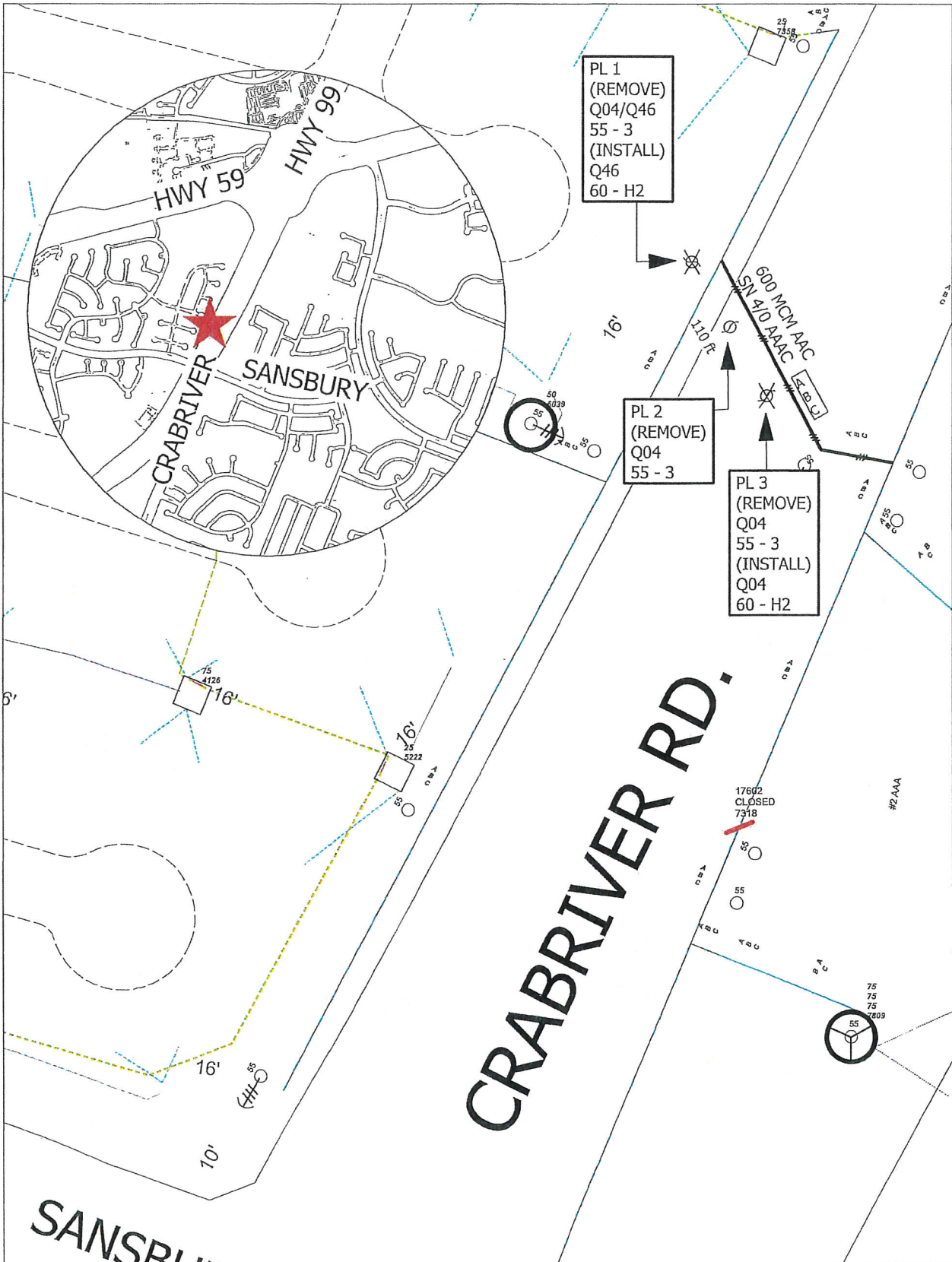
If you have any questions, please contact me at 281-558-8700 or via email at ggehbauer@browngay.com.

Sincerely,

A handwritten signature in blue ink that reads "Gary Gehbauer". The signature is fluid and cursive, with a large loop under the "G".

Gary Gehbauer, PE
Engineer for the Authority

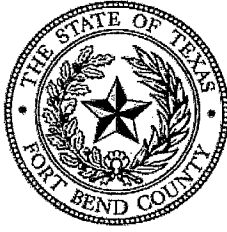
~ Celebrating 40 Years ~



SANSBURY BLVD

CRABRIVER RD.

CENTERPOINT ENERGY			
NOTES: FBGPTRA SEGMENT C, SECTION C-1 - OVERHEAD CONFLICT RELOCATIONS			
DESIGNED BY BINKLEY & BARFIELD, INC. FOR INFORMATION CONTACT WILLIAM WILCOX AT CNP 281-561-6245			
WORK ORDER #	MAIN WORK CENTER	ORDER TYPE	MAINT ACCT TYPE
76760286	FORT BEND	HDC2	92
ADDRESS	KEY MAP	GUI	FUNCTIONAL LOCATION
CRABTREE & SANBURY	607J	4646 34 6273	DIS-013554-OVH
CONSULTANT	PHONE NUMBER	MOBILE NUMBER	CIRCUIT ID NUMBER
Alan Roca	281-378-3339	713-391-5104	
DATE REQUESTED	FIELD TECH	FIELD COMPLETION DATE	SCALE: 1" = 30'
03/30/16			GIS PRI: 1 2 3 4 5



COUNTY AUDITOR
Fort Bend County, Texas

Robert Ed Sturdivant
County Auditor

281-341-3769, 281-341-3774 (fax)
Ed.sturdivant@fortbendcountytexas.gov

May 9, 2016

Fort Bend Grand Parkway Toll Road Authority Claims Procedures

Contracts and Purchase Orders:

1. The Board of Directors for the Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) shall approve all contracts, addendums to contracts, and procurements of goods and services.
2. The FBGPTRA shall present approved contracts and addendums to contracts to the Commissioners' Court (Court) for approval.
3. The FBGPTRA 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 FBGPTRA 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 FBGPTRA with all necessary backup in compliance with all terms of contracts, addendums to contracts, and/or purchase orders.
2. The FBGPTRA shall review and consider for approval all claims and invoices.
3. The FBGPTRA 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CenterPoint Energy Houston Electric, LLC
 Houston , TX United States

Certificate Number:
 2016-53685

Date Filed:
 05/11/2016

Date Acknowledged:
 5/13/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend Grand Parkway Toll Road Authority - FBGPTRA

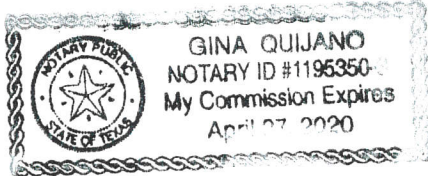
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

JU-M-15-136
 Adjust company owned facilities due to the widening along FM 2759.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



John Dodge
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Dodge, this the 11th day of May, 2016, to certify which, witness my hand and seal of office.

Gina Quijano
 Signature of officer administering oath

Gina Quijano
 Printed name of officer administering oath

Exec. Assistant
 Title of officer administering oath