



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

Fax (281) 341-4557

REVIEW FORM

On June 1, 2021, the County Attorney's Office reviewed the following:

21-OEM-500049-A1

CenterPoint Agreement 2021

Comments:

Approved as to legal form

A handwritten signature in blue ink that reads "Michelle L. Turner".

Michelle L. Turner
General Counsel Division Chief

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
AND
FT. BEND COUNTY, TEXAS**

**STAGING AREA SITE AGREEMENT
Extension Agreement**

This Staging Site Agreement Extension Confirmation is made and entered into between the property owner **FT. BEND COUNTY, TEXAS** (hereinafter referred to as Landlord) and CenterPoint Energy Houston Electric, LLC, a Texas limited liability company (hereinafter referred to as Tenant).

Whereas the Landlord and Tenant entered into a Staging Site Agreement on July 10, 2007 and was extended on February 28, 2012, July 7, 2015 and April 4, 2018 (attached) will expire on December 31, 2020. This extension confirmation agreement extends all terms and conditions of the original agreement to December 31, 2023.

All other terms and conditions of the original agreement shall remain unchanged.

IN WITNESS WHEREOF, the respective parties hereto have caused this Extension Agreement to be duly executed as of the date first herein written.

LANDLORD:

FT. BEND COUNTY, TEXAS

BY: _____

NAME: _____

TITLE: _____

DATE: _____

TENANT:

**CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC**

BY:  _____

NAME: David L. Hess _____

TITLE: Sr. Manager, Purchasing & Logistics

DATE: May 27, 2021 _____

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
AND
FT. BEND COUNTY, TEXAS**

**STAGING AREA SITE AGREEMENT
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This Staging Site Agreement Extension Confirmation is made and entered into between the property owner **FT. BEND COUNTY, TEXAS** (hereinafter referred to as Landlord) and CenterPoint Energy Houston Electric, LLC, a Texas limited liability company (hereinafter referred to as Tenant).

Whereas the Landlord and Tenant entered into a Staging Site Agreement on July 10, 2007 and was extended on February 28, 2012 and July 7, 2015 (attached) will expire on July 15, 2018. This extension confirmation agreement extends all terms and conditions of the original agreement to December 31, 2020.

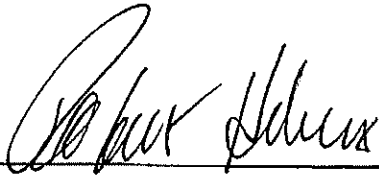
All other terms and conditions of the original agreement shall remain unchanged.

IN WITNESS WHEREOF, the respective parties hereto have caused this Extension Agreement to be duly executed as of the date first herein written.

LANDLORD:

FT. BEND COUNTY, TEXAS

BY: _____



NAME: Robert E. Hebert

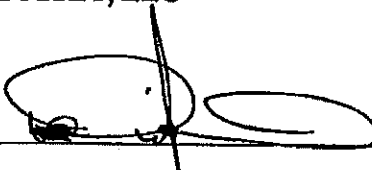
TITLE: County Judge

DATE: 8-28-2018

TENANT:

**CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC**

BY: _____



NAME: David L. Hess

TITLE: Sr. Manager, Purchasing & Logistics

DATE: April 4, 2018

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
AND
FT. BEND COUNTY, TEXAS**

**STAGING AREA SITE AGREEMENT
Extension Agreement**

This Staging Site Agreement Extension Confirmation is made and entered into between the property owner **FT. BEND COUNTY, TEXAS** (hereinafter referred to as Landlord) and CenterPoint Energy Houston Electric, LLC, a Texas limited liability company (hereinafter referred to as Tenant).

Whereas the Landlord and Tenant entered into a Staging Site Agreement on July 10, 2007 (attached) which will expire on July 15, 2015, this extension confirmation agreement extends all terms and conditions of the original agreement to July 15, 2018.

All other terms and conditions of the original agreement shall remain unchanged.

IN WITNESS WHEREOF, the respective parties hereto have caused this Extension Agreement to be duly executed as of the date first herein written.

LANDLORD:

FT. BEND COUNTY, TEXAS

BY: 

NAME: Robert E. Hebert

TITLE: County Judge

DATE: July 7, 2015

TENANT:

**CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC**

BY: 

NAME: David L. Hess

TITLE: Sr. Manager, Purchasing & Logistics

DATE: June 23, 2015

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC.
AND
FT. BEND COUNTY, TEXAS**

**STAGING AREA SITE AGREEMENT
Extension Agreement**

This Staging Site Agreement Extension Confirmation is made and entered into between the property owner **FT. BEND COUNTY, TEXAS** (hereinafter referred to as County) and CenterPoint Energy Houston Electric, LLC, a Texas limited liability company (hereinafter referred to as CenterPoint).

Whereas County and CenterPoint entered into a Staging Site Agreement on July 10, 2009 ^{7 pch} (attached) which will expire on July 15, 2012, this extension confirmation agreement extends all terms and conditions of the original agreement to July 15, 2015.

All other terms and conditions of the original agreement shall remain unchanged.

IN WITNESS WHEREOF, the respective parties hereto have caused this Extension Agreement to be duly executed as of the date first herein written.

COUNTY:

FT. BEND COUNTY, TEXAS

BY: 

NAME: Robert E. Hebert

TITLE: County Judge

DATE: February 28, 2012

CENTERPOINT:

**CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC**

BY: 

NAME: David L. Hess

TITLE: Sr. Manager, Purchasing & Logistics

DATE: February 17, 2012

STATE OF TEXAS

 COPY

COUNTY OF FORT BEND

AMENDED STAGING AREA SITE AGREEMENT

This Amended Agreement is made and entered into between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioner's Court ("County") and CenterPoint Energy, Houston Electric (CenterPoint) for the purpose of providing the Fort Bend County Fairgrounds as a staging area to CenterPoint, its Contractors, Agents and Volunteers, during emergency/disaster electrical restoration. This Amended Agreement supercedes for all purposes the current "Staging Area Site Agreement" effective beginning July 16, 2007 and ending July 15, 2012.

Pursuant to this Amended Agreement, Fort Bend County, grants CenterPoint the non-exclusive right to use the any and all Fort Bend County Fairground land or facilities as a staging area in the event of an emergency except the following:

- 1) the Arena; and
- 2) the area commonly known as the "Barbeque Cook-off" area as designated on the Attached Exhibit "A" as the parcel of land shaded with an orange highlighter and marked with the Letter "A." (Exhibit "A" is hereby incorporated by reference for all purposes.)

Both parties agree that during an emergency requiring the use of the Fort Bend County Fairgrounds, the Director of the Fort Bend County Office of Emergency Management ("Director"), or his/her designee, retains the authority to resolve concurrent claims by multiple parties to the use of the property described above. This authority includes the authority to assign to one party the exclusive use of any portion of the property as the Director or his/her designee deems necessary.

CenterPoint shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse for any supplies that may be used by CenterPoint in the conduct of its relief activities in said disaster. CenterPoint agrees to fully reimburse County for any and all damage to the facilities caused or occasioned by the use of said facilities by CenterPoint, its Contractors, Agents and Volunteers under the terms of this Agreement.

CenterPoint agrees to accept the facilities of the Fort Bend County Fairgrounds including the buildings thereon, in the condition in which they exist when the request for use is made, without any representations, statements, warranties, express or implied, in respect to their condition, for the use of occupation that may be made of the facility by CenterPoint, and in no event shall County be liable for any defects therein. CenterPoint also agrees to indemnify and hold harmless, County, its Agents and Employees from any and all claims, damages, liabilities or expenses arising out of the CenterPoint use of the facility including the buildings and any act of omission or negligence of CenterPoint, its Agents, Invitees or Employees. CenterPoint is self insured for the first \$2M or any claim per the attached letter.

Both may terminate this Agreement at any time by providing thirty (30) days written notice of the intent to terminate the Agreement.

This Agreement will be effective beginning July 16, 2007 and ending on July 15, 2012.

FORT BEND COUNTY, TEXAS

By:

Robert E. Hebert
Robert E. Hebert, County Judge

Date:

July 10, 2007

ATTEST:

Dianne Wilson
Dianne Wilson, Ph.D
Fort Bend County Clerk

CenterPoint Energy, Houston Electric

By:

Joseph Bilski
Joseph Bilski

Date:

7/3/2007