

## Chapter 6: Company Specific Items

Sheet No. 6.24

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CenterPoint Energy Houston Electric, LLC  
Applicable: Entire Service Area

CNP 8038

**6.3 AGREEMENTS AND FORMS****6.3.1 FACILITIES EXTENSION AGREEMENTS****6.3.1.1 FACILITIES EXTENSION AGREEMENT FOR DISTRIBUTION VOLTAGE FACILITIES**

This Facilities Extension Agreement for Distribution Voltage Facilities is entered into by and between Fort Bend County, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the extension of Company's Delivery System distribution voltage facilities, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at 400 Coen Rd. C, Arcola, TX 77583

The Company agrees to accept payment of 6260.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: THE CUSTOMER HAS REQUESTED NEW SERVICE FROM CENTERPOINT ENERGY. THE CUSTOMER ALREADY HAS A FIRST POINT OF SERVICE ON THE PROPERTY. THE SECOND POINT OF SERVICE WILL BE A COST. THE CUSTOMER WILL BE RISERING THE POLE. THE CUSTOMER WILL NEED TO FOLLOW CNETERPOINT ENERGY SERVICE STANDARDS AND NEC. WO# 105799832

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

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- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

If the facilities extension requested by Retail Customer calls for construction of underground Delivery System facilities at distribution voltages, Retail Customer must also agree to Company's additional specifications and terms and conditions determined by Company for the construction of underground electric service facilities.

The Company's Tariff for Retail Delivery Service, on file with the Public Utility Commission of Texas, is incorporated into this Agreement, including without limitation Sections 5.2.1 (limitation of liability), 5.2.4 (force majeure), and 5.2.6 (disclaimer of warranties) thereof.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

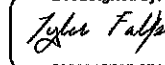
This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

Fort Bend County

By

DocuSigned by:



8923345F2BG740A...

Tyler Falks

(name printed or typed)

Title

BRAZORIA

Date

January 4, 2023

Retail Customer

By

(name printed or typed)

Title

Date



**Rut Letter Agreement**

**BRAZORIA**

Service Center

700 E. FM 1462

ROSHARON, TX 77583

Date January 4, 2023

Dear CenterPoint Energy Customer:

Providing electrical service to your address in a timely manner is important to me and to our company. CenterPoint Energy Houston Electric, LLC (CenterPoint Energy) construction crews and/or our contractors will be doing construction on your Property at your request, as per the Service Outlet Location. While doing this construction, it may be necessary for large machinery, equipment and/or vehicles to enter the Property at the location designated below. Although this equipment is often heavy, CenterPoint Energy will make every effort to minimize ruts or damage to the Property. Unfortunately, the current condition of the Property makes it likely that ruts or damage will occur. CenterPoint Energy would normally defer construction until the Property is in a condition to properly support its vehicles and equipment, and would not proceed with construction under the current conditions without being fully released and indemnified should damage to the Property occur.

By electing below to proceed with construction under conditions that may cause ruts or damage to the Property, the Customer signing below agrees to **release, protect, indemnify, and hold CenterPoint Energy, its affiliates, officers, employees and contractors free and harmless from and against any and all claims, demands, causes of actions, suits, damages to property or other litigation (including all costs thereof and attorney's fees) (the Damages) of any kind and character arising in favor of any person(s), where such Damages are caused by or arise out of the construction activities of CenterPoint Energy employees or contractors upon the Property, and even where the damages are alleged to be caused by the negligence of CenterPoint Energy or its contractors.**

Please indicate your preference by initialing one of the following choices:

  X   CenterPoint Energy can proceed with the construction under current conditions that may cause ruts or damage to the Property.

       CenterPoint Energy may delay construction until the Property is in a condition to properly support its vehicles and/or the equipment necessary for construction.

Please return this form to me at your earliest convenience or feel free to call me at 281-595-6070 with any questions you might have.

Sincerely,

DocuSigned by:  
  
 8023346F0DC74DA  
**BRAZORIA**

Service Center

Customer\*: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Construction Address (the Property): 400 Coen Rd. C, Arcola, TX 77583

\*If the person signing this Agreement is not the Owner of the Property, that Person must be authorized by the Owner to sign the Agreement.