

RELOCATION AGREEMENT

This Relocation Agreement (this "Agreement") is entered into as of the ____ day of _____, 2024, and is between CenterPoint Energy Resources Corp. ("**CenterPoint**") and Fort Bend County (the "**Property Owner**") (collectively referred to as the "parties").

CenterPoint operates as a natural gas public utility within the state of Texas and provides natural gas utility service to the public through its local distribution pipeline system (the "**Distribution System**") to utility service customers pursuant to CenterPoint's tariffs on file with the Texas Railroad Commission.

The Property Owner owns a tract of land as shown in Exhibit A (the "**Subject Property**") and has requested CenterPoint, and CenterPoint is willing, to relocate an existing section of pipe in its Distribution System on the Subject Property to another location on the Subject Property, at Property Owner's expense.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter provided, Property Owner and CenterPoint do hereby agree, as follows:

1. Construction Work. Subject to the terms and conditions herein, CenterPoint will relocate approximately 6" main at 20000 Blk FM 1093, Katy, Texas, 77450 due to road widening for transit center (the "**Facilities**"). Exhibit A attached hereto depicts the approximate location of Facilities to be relocated by CenterPoint. Except for any easement and ingress and egress rights that CenterPoint may require from Property Owner pursuant to Section 7 hereof to remove, construct, install, operate and maintain any portion of the relocated Facilities to be placed in or on the Subject Property (a "**Subject Property Easement**"), CenterPoint shall be responsible for obtaining any and all third party agreements and governmental licenses and permits necessary to remove, install, maintain and operate the Facilities (collectively, the "**Authorizations**") and for appropriate site clean-up for construction activity on the Subject Property while the construction and relocation of the Facilities is in progress and upon completion of such construction and relocation

2. Construction Dates. CenterPoint shall use commercially reasonable efforts to commence relocation of the Facilities within 25 days after the last receipt by CenterPoint of the following items: i) the Agreement executed by the Property Owner, ii) the Upfront Payment from the Property Owner pursuant to Section 3, iii) any required Authorizations, and iv) if requested from Property Owner pursuant to Section 7, a Subject Property Easement (the last date of such receipt, the "**Start Date**"). CenterPoint shall notify the Property Owner when the Facilities are completed.

3. Upfront Payment. The Property Owner shall make a non-refundable, upfront payment of \$62,345.27 (the "**Upfront Payment**") to CenterPoint prior to the commencement of the Start Date. However, should CenterPoint decide not to commence relocation of the Facilities, then CenterPoint will refund the upfront payment to Property Owner.

4. Force Majeure; Reimbursement for Unforeseen Construction Costs.

(a) CenterPoint shall not be liable for any delays in, or suspensions of, the construction and relocation of the Facilities caused by a Force Majeure Event. For purposes of this Agreement, the term "**Force Majeure Event**" shall mean acts of God, adverse weather conditions, inability to obtain any necessary Authorizations after reasonable effort to obtain them has been made, earthquakes, riots, wars, strikes or labor disputes, unavailability of required materials, acts or omissions

of third parties not under the affected party's control, a change in law or other governmental action, and other such events or circumstances which are beyond the reasonable control of CenterPoint.

(b) Property Owner shall reimburse CenterPoint for any and all environmental compliance costs related to soil contaminant testing, screening, disposal, and remediation if pre-existing contaminated soil or other pre-existing environmental pollutants or hazardous substances are discovered during the excavation for the Facilities to the extent that (i) such testing, screening, disposal, remediation or other environmental compliance is required by law and (ii) such costs do not arise from CenterPoint's own negligent or intentional misconduct. The Property Owner shall have the right to review invoices and other documentation related to any applicable environmental compliance costs to confirm the accuracy of the cost of the work concerning said environmental compliance. If Property Owner disputes any costs related to environmental compliance, then Property Owner will notify CenterPoint within thirty (30) days after the date Property Owner receives the aforementioned invoices or other documentation related to confirming any applicable compliance costs.

5. Ownership and Maintenance of the Facilities. CenterPoint shall at all times own the relocated Facilities and will operate and maintain the Facilities as part of the Distribution System.

6. Warranty and Disclaimer. CenterPoint represents and warrants to Property Owner that the construction and installation of the Facilities will be performed in a good and workmanlike manner in accordance with all applicable pipeline safety requirements and the terms of this Agreement. Except for the foregoing, CENTERPOINT HEREBY EXPRESSLY DISCLAIMS ANY OTHER WARRANTY WITH RESPECT TO THE FACILITIES AND THEIR CONSTRUCTION AND INSTALLATION (INCLUDING ALL GOODS, MATERIALS AND SERVICES FURNISHED WITH RESPECT THERETO), WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Subject Property Easement. Property Owner hereby grants CenterPoint the right to install, maintain, repair, remove, replace and operate any portion of the Facilities to be installed on or under the Subject Property, including reasonable rights of ingress and egress on and across the Subject Property, during normal business hours (except in cases of imminent danger) provided however that such operations will not materially interfere with Property Owner's use of the Subject Property, and subject to Property Owner's reasonable security and business interruption precautions. If requested by CenterPoint, Property Owner shall execute and deliver to CenterPoint a separate Subject Property Easement for such Facilities for recording purposes. Any Subject Property Easement requested hereunder will be prepared by CenterPoint and, upon approval of Property Owner, will be executed by Property Owner and delivered to CenterPoint prior to the Start Date

8. Indemnification.

(a) To the extent permitted by applicable law, each party hereto hereby agrees to defend, indemnify and hold harmless, the other party and its directors, officers, employees, agents, shareholders, representatives, partners, members, affiliates, contractors, and subcontractors from and against any injury, liability, suits, claims, losses or damages of any kind or nature whatsoever (including punitive damages, attorneys' fees and expenses, disbursements, and all other costs and expenses incurred in the investigation, defense or settlement of any claims covered by this indemnity) for bodily injuries, property damage, loss of life or property, and claims of third parties relating to this Agreement and to the extent the same arise out of the negligence or willful misconduct of the indemnifying party.

(b) Notwithstanding anything herein to the contrary, Property Owner hereby release CenterPoint from any liability for any pre-existing hazardous substances, pollutants or contaminants on, in or under the Subject Property. To the extent any hazardous substances, pollutants or contaminants are discovered or detected on the Subject Property, either prior to, during or after CenterPoint's work is completed, and such substances, pollutants, or contaminants were not brought on the Subject Property by CenterPoint, its employees or contractors or released by the Facilities, then Property Owner, to the extent permitted by applicable law, shall at its expense, take such steps as are required by applicable law with respect to such hazardous substances, pollutants or contaminants, and shall protect, defend, indemnify and hold harmless CenterPoint against any and all claims arising therefrom.

9. Damages. A party's liability for failure to perform its obligations under this Agreement, which failure is not excused by a Force Majeure Event, shall be limited to direct actual damages only and all other remedies at law or in equity are waived. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE. This Section is not to be construed as limiting the indemnification obligations of either party under Section 8.

10. Independent Contractor. In performing its obligations hereunder, CenterPoint shall act as an independent contractor and not as the agent of Property Owner. No subcontractor or other person or entity hired or engaged by CenterPoint or any subcontractor thereof shall be an agent of Property Owner.

11. Notices. Any notice to be given by a party hereto upon another party hereto in connection with this Agreement must be in writing and shall be sent to such other party at its delivery address for notice set forth below (i) by regular U.S. mail, private delivery service or recognized overnight courier, or (ii) by facsimile or email transmission.

Delivery address

for notice to Property Owner: Fort Bend County
Isabel Roberts
301 Jackson St., Suite 301
Richmond, TX, 77469
Telephone No.: 281-238-3565
Email: APauditor@fortbendcountytexas.gov

With a copy to:

Fort Bend County
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Delivery address

for notice to CenterPoint: CenterPoint Energy Resources Corp.
 Attention: Contract Administration
 P.O. Box 2628
 Houston, TX 77252
 Telephone No.: 713-207-4322
 FAX No.: 713-207-0854
 Email: cerccontracts@centerpointenergy.com

Any party hereto may designate a different delivery address for notice to such party by giving notice thereof to the other party hereto.

12. Governing Law and Severability. This Agreement shall be governed by and construed according to the laws of the State of Texas excluding, however, any conflict of laws rule that would apply the law of another jurisdiction. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of this Agreement. The parties agree that the Property Owner has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

13. Further Assurances. The parties will execute and deliver any and all other instruments or documents and take such other and further action as may be reasonably necessary or appropriate in order to give effect to the terms and provisions of this Agreement.

14. Compliance with Law and Regulations. This Agreement shall be subject to all valid and applicable laws and to the applicable valid rules, regulations or orders of any regulatory agency or governmental authority having jurisdiction over the parties or this Agreement. The parties shall be entitled to regard all applicable laws, rules and regulations (federal, state or local) as valid and may act in accordance therewith until such time as the same may be declared invalid by a final, non-appealable judgment of a court of competent jurisdiction. The parties shall at all times observe and comply with any and all applicable laws, rules and regulations (federal, state or local) in the performance of their obligations under this Agreement.

15. Insurance. CenterPoint maintains insurance in types and amounts required of a natural gas public utility operating in Fort Bend County, Texas. Prior to commencement of the Work, CenterPoint's contractor shall furnish Property Owner with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Property Owner. CenterPoint's contractor shall provide certified copies of insurance endorsements and/or policies if requested by Property Owner. CenterPoint's contractor shall maintain such insurance coverage from the time the Work commences until the Work is completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of the Work. CenterPoint's contractor shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000.

Property Owner shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of CenterPoint shall contain a waiver of subrogation in favor of Property Owner.

If required coverage is written on a claims-made basis, CenterPoint or CenterPoint's contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the Work under this Agreement is completed.

CenterPoint or CenterPoint's contractor shall not commence any portion of the Work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Property Owner.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Property Owner.

Approval of the insurance by Property Owner shall not relieve or decrease the liability of the CenterPoint.

16. Property Owner Contracts. The contents of this Section are required by Texas Law and are included by Property Owner regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, CenterPoint hereby verifies that CenterPoint and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
2. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CenterPoint does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
3. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CenterPoint does not boycott energy companies and is authorized

to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

4. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CenterPoint does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

17. Entire Agreement, Amendment and Interpretation. This Agreement represents the entire agreement by and between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof. This Agreement may not be amended except by written agreement duly executed by the parties hereto. This Agreement shall not be construed as creating any third party beneficiaries hereof. The descriptive headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. All references in this Agreement to Sections, subsections and other subdivisions refer to the corresponding Sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. No waiver of any provision, breach or remedy under this Agreement shall be deemed to be or otherwise constitute a waiver of any other provision, breach or remedy under this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile counterpart of this Agreement shall be sufficient to bind a party hereto to the same extent as an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

CENTERPOINT ENERGY RESOURCES CORP.

By: _____
(Signature)

(Name)

(Title)

FORT BEND COUNTY

By: _____
(Signature)

(Name)

(Title)

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 62,345.27 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

