

EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND}

That, CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, its successors and assigns, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) CASH and other good and valuable consideration, to Grantor paid by Fort Bend County, Texas, a political subdivision of the state of Texas, its successors and assigns, subject to the terms herein, hereinafter referred to as "Grantee", the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and does by these presents GRANT, SELL AND CONVEY unto Grantee, an easement, hereinafter referred to as "Easement", for the installation, construction, maintenance, and removal of storm sewer facilities, consisting of all approved necessary and desirable equipment and appurtenances, hereinafter referred to as "Grantee's Facilities", located on, under, and within portions of the following described lands owned in fee by Grantor which are referenced on EXHIBIT "A", attached hereto and made a part hereof, hereinafter referred to as "Grantor's Property".

The easements herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:

Two Easement Areas 24 inches in diameter for a storm sewer line, the locations of the centerlines of which are shown on said attached EXHIBIT "A".

Two Easement Areas for Grantee's storm sewer E-inlets, the locations of which are shown on said attached Exhibit "A".

Grantee acknowledges and agrees that Grantee is forever subject to all the provisions stated herein:

I. TERMS, CONDITIONS AND OBLIGATIONS:

- A. In the event that Grantee's Facilities change ownership through its successors, and assigns, by a merger, acquisition, or corporate name change, Grantee shall notify Grantor in writing within sixty (60) days of said change in the manner provided in **Section VII. Notices**. Grantee shall pay to Grantor, Grantor's then current processing fee for each change notification.

- B. Grantee's Facilities shall be installed at its own cost and expense within the Easement Area shown on said attached **EXHIBIT "A"**. If at a later date any of Grantee's Facilities are found existing outside the Easement Area, then Grantee will, at its own cost and expense, relocate this Facility to its proper location within the Easement Area to occur within ninety (90) days of any formal notice of incorrect placement. **IN THE EVENT ANY PORTION OF GRANTEE'S FACILITIES ARE CONSTRUCTED OR REMAIN OUTSIDE OF THE EASEMENT AREA, GRANTEE HEREBY AGREES TO FORFEIT ANY AND ALL RIGHTS OR CAUSES OF ACTION TO CLAIM A PRESCRIPTIVE EASEMENT OR EXERCISE ADVERSE POSSESSION OR EMINENT DOMAIN, AGAINST GRANTOR OR ANY PORTION OF GRANTOR'S PROPERTY.**
- C. Grantee, its successors and assigns shall forever be solely responsible for the installation, construction, maintenance and removal of Grantee's Facilities.
- D. Upon and after completion or installation of Grantee's Facilities, Grantee shall forever be obligated at Grantee's sole cost to perform as-builts, horizontal and vertical locates and or hydro-vac the absolute location of Grantee's Facilities within five (5) calendar days of any form of notice or request by Grantor.

II. CONSTRUCTION REQUIREMENTS:

- A. Grantee, its contractors and subcontractors are forever subject to all terms, conditions and construction requirements set out in Grantor's Specification for Construction on CenterPoint Energy Property, as they apply to Grantee's Facilities upon Grantor's Property, a copy of which is attached hereto and made a part hereof as **EXHIBIT "B"**, and is hereinafter referred to as the "SPECIFICATIONS".
- B. Grantee shall install and maintain sewer line markers that meet all applicable statutory and regulatory requirements. At a minimum, Grantee shall install and maintain markers at all points where the sewer line enters and exits Grantor's Property, angle points, all road, street and private drive crossings, and at all crossings of any pipelines. The markers shall state the name of the sewer line owner and an emergency contact telephone number.
- C. Grantee shall not install any additional equipment of any type or character on Grantor's Property, including but not limited to, telecommunications antennas or lighting facilities without formal written approval by Grantor. Any future plans to install anode beds, grounding cells, test points or any other equipment of any type or character for cathodic protection which are separate from the installations permitted under this Easement must be submitted to Grantor for review and approval prior to any construction.
- D. Grantee shall reimburse Grantor, within thirty (30) days after receipt of notice from Grantor, for the cost of any and all temporary or permanent alterations and the repair or replacement of any and all damages to Grantor's facilities, which may be

comprised of, but not limited to, electric transmission and distribution lines, foundations, telecommunication lines, electrical substation facilities, whether one or more, consisting of a variable number of wires, conduits, cables and all necessary or desirable equipment and appurtenances, towers or poles made of wood, metal or other equipment, materials, props and guys, hereinafter collectively referred to as the "Grantor's Facilities", caused by Grantee's installations and/or alterations. Grantee further agrees to reimburse Grantor for any and all cost incurred by Grantor due to the installation and/or alterations of Grantee's Facilities within the Easement Area including but not limited to matting, standby fees, delays due to work stoppage and hydro excavation.

- E. During any type of construction or repair activities, Grantee shall not use Grantor's Property as a "Show Up/Project Staging Area" without prior written consent of Grantor. Show Up/Project Staging Area for all purposes herein shall mean a site or area where vehicles, freight haulers, supplies, materials, workers, construction support, and any other equipment, machinery or persons of like kind are placed or positioned for use, mobilization and access to a construction site or linear project.
- F. Notwithstanding the restoration provisions as stated in the SPECIFICATIONS: General Requirements for Construction, Item No. 3.0.e, Grantee shall adhere to the following provisions:
 - 1. The natural drainage pattern of Grantor's Property shall be maintained and all previously existing ditches, culverts, fences, roads and driveways, if damaged by Grantee, shall be re-established to the condition existing prior to Grantee's work within fourteen (14) days after the back filling of soil on top of Grantee's Facilities.
 - 2. Grantee shall restore Grantor's Property, including but not limited to, any additional back filling of all compacted pipeline trenches as many times deemed necessary by Grantor's inspectors or the repair of fences or culverts, within fourteen (14) days after the back filling of soil on top of Grantee's Facilities. Grantee is forever solely responsible to promptly repair and restore any erosion of soil along or within Grantor's Property into any of Grantee's adjacent ponds or ditches which reside adjacent to Grantor's Property.
 - 3. All trash or any other materials which are deemed objectionable to the Grantor, at its sole discretion, resulting from Grantee's construction activities shall be removed from Grantor's Property by Grantee within fourteen (14) days after the back filling of soil on top of Grantee's Facilities.
- G. If Grantee violates any of the provisions contained herein, in the sole discretion of Grantor or any of Grantor's authorized agents, then Grantor and/or its authorized agents are fully authorized to stop any and all work in progress on Grantor's Property until Grantee corrects such violation and modifies its procedures in a manner acceptable to Grantor.

- H. Grantee hereby guarantees all work performed by Grantee and its contractors and subcontractors against any and all defects in workmanship and shall, at its sole cost and expense, make repairs as deemed necessary by Grantor to remedy such defects within fourteen (14) days after demand.
- I. Any field changes in the easement route must be submitted and approved by Grantor's Transmission Inspector on a Field Change Order form attached hereto prior to any installation of Grantee's Facilities. Grantee further agrees that within forty five (45) days after the Field Change Order is completed, Grantee will provide Grantor with acceptable corrected survey exhibits in order to amend the easement location by a formal amendment document.

III. INSURANCE:

As a requirement for the Easement to be granted, Grantee shall forever carry for the benefit of Grantee and Grantor the minimum insurance coverage as noted on **EXHIBIT "C"**, Minimum Insurance Requirements, attached hereto and made a part hereof. Grantee shall (i) be solely responsible for the costs, expenses and premiums of all policies of insurance which are required herein, (ii) cause Grantor to be named as an additional insured under all such policies for the purposes set forth herein, and (iii) provide that such insurance may not be cancelled or changed except upon fifteen (15) days prior written notice to Grantor. Grantee shall furnish Grantor evidence of such liability insurance coverage prior to the commencement of any work or any other activities on Grantor's Property.

IV. RESERVATIONS:

- A. Grantor hereby reserves for itself, its successors, assigns and licensees, the right to use Grantor's Property for any purpose and in any manner, including, but not limited to, the right to construct, or to permit and/or grant to others the right to construct additional pipelines along side of, under and adjacent to Grantee's Facilities, the right to cross or to permit and/or grant to others the right to cross under or over Grantee's Facilities with other facilities, which includes, but is not limited to, pipelines, roads, streets, railroads, water lines, sewer lines, parking lots, telecommunication infrastructure and other utilities or facilities, along with rights to install, maintain, repair, replace and remove said facilities. All pipelines shall be constructed in such a manner that encasements shall not be required for parking lot uses.
- B. In the event that the existence, construction, operation, maintenance, relocation, or removal of Grantee's Facilities, within Grantor's Property causes Grantor to incur any costs that in any manner relate to Grantor's construction, installation, operation, maintenance, removal, repair, replacement, protection, alteration, or relocation of Grantor's Facilities, Grantee shall reimburse Grantor, within thirty (30) days after receipt of notice from Grantor, for any and all such costs that would not have been incurred but for the existence of Grantee's Facilities. In lieu of said cost reimbursement, Grantee shall have the option to relocate Grantee's Facilities at

Grantee's sole cost and expense, subject, however, to Grantor providing a site for such relocation, at Grantor's sole discretion, and provided that Grantor shall furnish Grantee a substitute Easement or permission covering any such new locations within Grantor's Property.

- C. Grantor herein expressly reserves unto itself, any and all interest in and to Grantor's Property except for the rights and privileges to the Easement as set forth herein. Nothing herein shall prevent Grantor from transferring or encumbering any interest in Grantor's Property or any portion thereof. **GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO GRANTOR'S PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EASEMENT IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING GRANTOR'S PROPERTY, INCLUDING WITHOUT LIMITATION, THE VALUE, ENVIRONMENTAL AND PHYSICAL CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF GRANTOR'S PROPERTY AND THAT THE GRANTEE HAS RELIED EXCLUSIVELY ON ITS OWN INSPECTION AND INVESTIGATION OF GRANTOR'S PROPERTY IN DECIDING TO ACQUIRE THE RIGHTS GRANTED HEREUNDER.**
- D. **GRANTEE HEREIN ACKNOWLEDGES THAT WITHIN GRANTOR'S PROPERTY, GRANTOR'S RIGHTS ARE DOMINANT AND PREVALING OVER GRANTEE'S RIGHTS IN ALL CASES. GRANTOR HEREIN ACKNOWLEDGES THAT GRANTEE IS ACQUIRING THIS EASEMENT AND USE OF THE EASEMENT AREA FOR PUBLIC RIGHT OF WAY PURPOSES, INCLUDING THE RIGHT TO USE AND CONSTRUCT STORM SEWER AND ANY RELATED APPURTENANT FACILITIES AND OTHER LIKE USES. GRANTOR HEREIN EXPRESSLY RESERVES UNTO ITSELF, ITS SUCCESSORS, ASSIGNS AND CONTRACTORS ANY AND ALL RIGHTS OF OPERATIONS, MAINTENANCE, FOUNDATION REINFORCEMENTS, NEW FOUNDATIONS AND NEW CONSTRUCTION ON, OVER, UNDER AND NEXT TO GRANTEE'S FACILITIES.**

V. ENVIRONMENTAL:

Should Grantee, its contractors and subcontractors, allow or cause to occur at any time, a spill, leak or discharge ("Discharge"), upon Grantor's Property, of any substance, which any law or regulation requires reporting to a governmental agency, then Grantee shall have an affirmative obligation to report said Discharge to the Land Management Division of Grantor within three (3) days of the discovery of such Discharge, in the manner provided in **Section VII. Notices**.

- A. Grantee shall be solely responsible for all costs and expenses to install and forever

maintain Grantee's Facilities including, but not limited to, obtaining any and all required environmental studies, clean up of any spills and discharges of any products or substances and permits, and pay any and all payments, including but not limited to governmental fees, assessments, taxes, permits, and all other licenses, fees or permits. It is the responsibility of the Grantee to conduct any necessary studies that may be required by state or federal regulations for the protection of cultural resources, archeological sites and threatened and endangered plants and animals. Prior to construction, Grantee shall identify any of the following encountered along the proposed project route as specified in SPECIFICATIONS: Item 11.0 (a) known or potential archeological or historical site(s), and (b) known locations or habitats of endangered and threatened species. All costs for initial studies, additional investigations and mitigative measures shall be the sole obligation of the Grantee.

VI. FIBER OPTICS:

In the event Grantor's Fiber Optic Cable System is within the area of work, the following conditions must be adhered to as a minimum:

- A. Maintain a minimum of 2'-0" vertical separation between Grantor's fiber optic cable conduits and Grantee's facilities.
- B. Maintain a minimum of 5'-0" horizontal separation from the outer most limits of Grantee's facilities to Grantor's fiber optic cable conduits.
- C. Grantee's contractor shall maintain a minimum of 4 to 5 feet horizontal separation from, and use extreme caution when near, Grantor's fiber optic pullholes and cable marker signs in conjunction with the underground fiber optic cable route and develop construction vehicle traffic routes within Grantor's Property that will not be in conflict with such devices.
- D. Grantor's fiber optic cable conduits shall be supported during all open trench construction activity.
- E. A damage prevention specialist will be required during any construction across or along Grantor's underground fiber optic cable and Grantee will be billed on a cost plus basis of \$73.95 plus a 15% administrative fee per hour or the then current standard rate.
- F. Notification shall be given to Grantor's Land Management Division and to the office of the Grantor's General Counsel, at least forty-eight (48) hours prior to any construction activity in the vicinity of Grantor's underground optic cable.

VII. NOTICES:

- A. Grantee shall give proper notice to Grantor as required in SPECIFICATIONS: Item No. 3.0.g and to all other parties which have interests within Grantor's Property. **(Please refer to TR230764).**

- B. The rights granted through this Easement affect only Grantor's interest in Grantor's Property. Grantee shall be solely responsible for notifying and securing permission and approval from all parties having property rights or an interest on, under or above the subject Grantor's Property ("Interested Parties"). The construction requirements of the Interested Parties shall be observed however, Grantor's SPECIFICATIONS shall be adhered to as a minimum. **GRANTEE, ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND LICENSEES SHALL INDEMNIFY GRANTOR FROM ALL CLAIMS, CAUSES OF ACTION OR DAMAGES WHICH ARISE FROM GRANTEE'S FAILURE TO SECURE THE APPROVAL OF ALL PARTIES WITH AN INTEREST IN THE SUBJECT GRANTOR'S PROPERTY.**

The following addresses should be used for contact and notification purposes:

GRANTOR'S ADDRESS:

CenterPoint Energy
P. O. Box 1700
Houston, TX 77251-1700
ATTN: Land Management Division

GRANTEE'S ADDRESS:

Fort Bend County, Texas
401 Jackson St.
Richmond, TX 77469
ATTN: County Judge

VIII. ADDITIONAL TERMS, CONDITIONS AND OBLIGATIONS:

- A. Grantee shall, at Grantee's sole cost and expense, promptly resolve any liens, complaints or litigation which pertains to Grantee's installation of Grantee's Facilities upon Grantor's Property from any and all parties including, but not limited to, area homeowners, businesses, apartments, and licensees to Grantor's satisfaction.
- B. Grantee has two years from the execution date of this Easement to commence construction of Grantee's Facilities within Grantor's Property. If construction has not started within this time period, this Easement shall automatically become null and void and terminate. Grantee shall provide Grantor a recordable written release of easement document within sixty (60) days of said termination date. Any and all consideration paid for this Easement is not refundable.
- C. Grantee must take immediate action to cure all health and safety issues and environmental issues. Further, if Grantee, its contractors and subcontractors, shall at any time fail or refuse to comply with or carry out any of the provisions herein contained, Grantor shall notify Grantee of such infraction in the manner provided in **Section VII. Notices**. In the event such failure or refusal shall continue for a period of ninety (90) days after receipt of said demand to comply, Grantor may terminate this Easement upon written notice to Grantee. If Grantor terminates this Easement, then Grantee shall, at Grantee's sole cost and expense, cease all operations, remove Grantee's Facilities, and restore Grantor's Property to the condition which existed prior to Grantee's construction activities. Should Grantee fail to remove its Facilities and restore Grantor's Property within ninety (90) days

after termination of the Easement, Grantor may proceed with such work. Grantee shall promptly reimburse Grantor the cost thereof, within thirty (30) days after receipt of billing. Upon removal of Grantee's Facilities, Grantee shall provide Grantor a recordable written release of easement document within sixty (60) days of said removal.

- D. In the event that Grantee shall ever abandon Grantee's Facilities within this Easement Area, or any portion thereof, for twelve (12) continuous months, this Easement or that abandoned portion of the Easement, shall automatically terminate and all rights hereunder shall thereupon revert to Grantor. Further Grantee shall, at its sole cost and expense, remove Grantee's Facilities from Grantor's Property, restoring such premises to the condition existing prior to Grantee's work and provide Grantor a recordable written release of easement within sixty (60) days of said removal. In the event Grantee fails to remove its Facilities and restore Grantor's Property within ninety (90) days after termination of the Easement, Grantor may proceed with such work and Grantee shall reimburse Grantor the cost thereof, within thirty (30) days after receipt of billing thereof.
- E. This conveyance is expressly made subject to restrictions, covenants, conditions, limitations, easements and mineral reservations, if any, now in force and existing of record in the office of the County Clerk of the county or counties named herein, to which reference is hereby made for all purposes, and to those easements which, though not of record, are evidenced on the ground.
- F. Grantee agrees to reimburse Grantor for its actual costs incurred (including overtime as applicable), for the inspection by Grantor of Grantee's personnel and/or its contract personnel involved in the construction, installation, and/or repair of Grantee's Facilities at any given time. At Grantor's discretion, a minimum of one full time inspector may be on site during all construction activities. Grantor shall invoice Grantee for said inspections on a monthly basis and Grantee shall pay Grantor within thirty (30) days from the date of invoice in the manner provided in **Section VII. Notices.**

IX. LICENSE:

In addition to the Easement granted hereunder, Grantor hereby grants to Grantee a transferable and revocable license to use for reasonable work space where operating room allows / exists, subject to said SPECIFICATIONS, immediately surrounding the Easement Area for a distance of fifteen (15) feet either side on the centerline (the "License Area"), solely for the purposes related to the construction, maintenance, access and use of Grantee's Facilities in the Easement Area as set forth in this Easement. Nothing in this license gives Grantee the right to conduct any environmental testing, including remediation without prior written approval by Grantor. The license granted hereunder may be terminated upon written notice from Grantor to Grantee at any time after Grantee substantially completes the construction and or maintenance of Grantee's Facilities. Upon termination of the license, Grantee shall

promptly vacate the License Area and shall remove any and all personal property of Grantee located thereon.

X. INDEMNIFICATIONS:

THE INDEMNITIES BELOW SHALL SURVIVE ANY TERMINATION OR ABANDONMENT OF THIS EASEMENT.

GRANTEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND LICENSEES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, IN CONTRACT, STRICT LIABILITY OR IN TORT, INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF, RELATED TO OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, USE AND EXISTENCE OF GRANTEE'S FACILITIES ON GRANTOR'S PROPERTY WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF GRANTEE, IT'S AGENTS OR EMPLOYEES. THIS INDEMNITY SHALL BE APPLICABLE WHERE THE INJURY OR DAMAGE IS CAUSED BY THE JOINT, CONCURRENT, CONTRIBUTING BUT NOT THE SOLE NEGLIGENCE OF GRANTOR, ITS AGENTS OR EMPLOYEES.

GRANTEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND LICENSEES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO REAL OR PERSONAL PROPERTY OR NATURAL RESOURCES, PERSONAL INJURY OR DEATH CLAIMS, AND PUBLIC OR PRIVATE CLAIMS OR DEMANDS FOR DIRECT PAYMENT OR REIMBURSEMENT OF INVESTIGATION, REMEDIATION AND GOVERNMENT OVERSIGHT COSTS, ARISING OUT OF, RELATED TO OR IN ANY WAY CONNECTED WITH THE PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCES, POLLUTANTS OR OTHER CONTAMINANTS ON, UNDER OR ABOVE GRANTOR'S PROPERTY AND/OR RIGHTS OF WAY DURING OR FOLLOWING THE WORK WHERE SUCH HAZARDOUS SUBSTANCES, POLLUTANTS OR OTHER CONTAMINANTS MIGRATE OR ARE OTHERWISE TRANSPORTED OR RELEASED FROM GRANTEE'S OR ITS AGENT'S OR CONTRACTOR'S EQUIPMENT, FACILITIES, OR ACTIVITIES WITHIN GRANTOR'S PROPERTY.

GRANTEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND LICENSEES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, ARISING OUT OF, RELATED TO OR IN ANY WAY CONNECTED WITH, ANY LOSS BY GRANTOR OF ANY INTEREST (WHETHER FEE OR ANY OTHER INTEREST) OF GRANTOR'S PROPERTY

(EXCEPT AND TO THE EXTENT SPECIFICALLY GRANTED TO GRANTEE HEREIN), INCLUDING WITHOUT LIMITATION, THE EASEMENT AREA AND THE LICENSE AREA AS A RESULT OF OR IN CONNECTION WITH GRANTEE'S USE AND/OR OCCUPANCY OF THE EASEMENT AREA, THE LICENSE AREA OR ANY OTHER PORTION OF GRANTOR'S PROPERTY.

If this Easement is not executed, notarized, and returned by May 31, 2025 this document and the offer to grant the Easement shall become null and void.

IN WITNESS WHEREOF, these presents have been executed by Grantor and granted this the _____ day of _____, 2025.

CenterPoint Energy Houston Electric, LLC

BY: _____
Matthew R. Dowell, Manager
Land Management Division
Agent & Attorney-in-Fact

ACCEPTED AND AGREED to this _____ day of _____, 2025.

Fort Bend County

BY: _____
KP George, County Judge

ATTEST:

Laura Richard, County Clerk

STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on _____, 2025, by Matthew R. Dowell, Manager, Land Management Division, Agent & Attorney-in-Fact for CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, on behalf of said company.

Notary's Signature

STATE OF TEXAS }

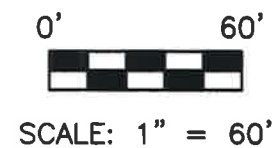
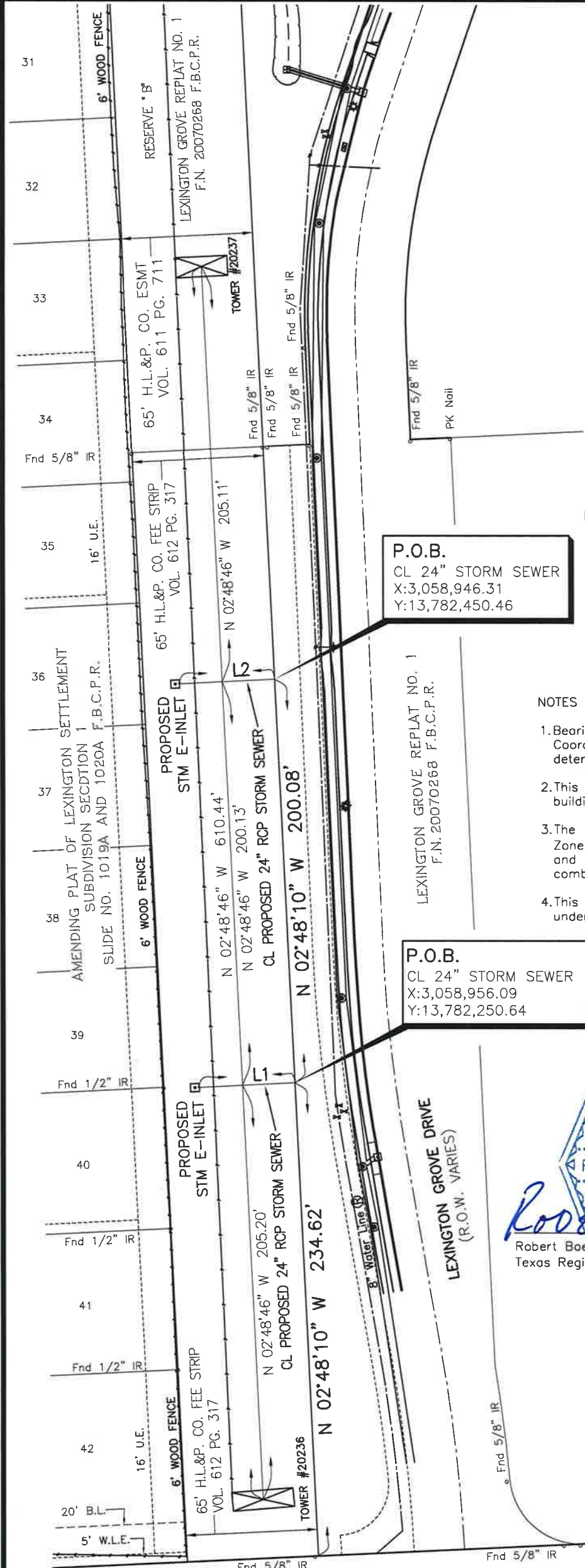
COUNTY OF FORT BEND}

This instrument was acknowledged before me on _____, 2025, by KP George, County Judge of Fort Bend County, Texas, a political subdivision of the state of Texas, acknowledging he has full authority to execute the foregoing document and that he executed the same for the purposes and consideration therein expressed on the behalf of said county.

Notary's Signature

AFTER RECORDING RETURN TO:

**LAND MANAGEMENT DIVISION
CENTERPOINT ENERGY
P.O. BOX 1700
HOUSTON, TX 77251-1700**



LEGEND

- A- Abstract
- B.L. Building line
- CL Centerline
- ESMT Easement
- F.B.C.D.R. Fort Bend County Deed Record's
- F.B.C.P.R. Fort Bend County Plat Record's
- FND Found
- F.N. File Number
- H.L.&P. CO. Houston Lighting and Power Company
- IR Iron Rod
- P.O.B. Point of Beginning
- PG. Page
- RCP Reinforced Concrete Pipe
- R.O.W. Right-Of-Way
- STM Storm
- U.E. Utility Easement
- VOL. Volume
- W.L.E. Waterline Easement

NOTES

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.
3. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor 0.999875002036.
4. This exhibit was prepared in conjunction with facet maps under CenterPoint Energy ID: 1405381216.

P.O.B.
CL 24" STORM SEWER
X:3,058,946.31
Y:13,782,450.46

P.O.B.
CL 24" STORM SEWER
X:3,058,956.09
Y:13,782,250.64

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 87°09'21" W	48.13'
L2	S 87°15'35" W	47.76'

STATE OF TEXAS
REGISTERED
ROBERT L. BOELSCH
PROFESSIONAL LAND SURVEYOR
No. 4446
Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

REVISED: 1/4/2024



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

PROPOSED UTILITY CROSSING
HOUSTON LIGHTING AND POWER
COMPANY FEE STRIP
VOL. 612, PG. 317 - F.B.C.D.R.
WM. STAFFORD LEAGUE, A-89
FORT BEND COUNTY, TEXAS

SPECIFICATION

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700, HOUSTON, TEXAS 77251-1500**

A. CONSTRUCTION

Reference Drawings:

CenterPoint Energy Transmission Standards Manual

Drawing No.: 006-203-01

006-203-02

006-203-04

006-203-07

GC3GATE

Hike and Bike Trail Specification

Reference Specifications:

- CenterPoint Energy #007-229-06
- Texas Health & Safety Code – Chapter 752
- Federal Regulations, Title 29, CFR 1926.651, CFR 1910.333 ASTM C76
- Texas Highway Department Standard Specifications for Construction of Highways, Streets and Bridges: Item 162, Item 164, Item 166
- American Association of State Highway and Transportation Officials (AASHTO) 17TH Edition-2002

B. SPECIAL AND TECHNICAL CONDITIONS, FLEXIBLE BASE ROAD AND YARD PAVING

REFERENCE SPECIFICATIONS:

Texas Highway Department (THD)

Item 260

a/k/a Texas Department of Transportation (TxDOT)

1972 Standards for Construction

Item 264

Of Highways, Streets and Bridges

Item 270

**Texas Highway Department
Test Methods**

Tex-101E-1966

ASTM C14-75

Tex-104E-1968

ASTM C76-75

Tex 106E-1962

ASTM C506-75

Tex 110 E 1968

ASTM C150-76

Tex 114E-1965

ASTM D2487-69

Tex 115E 1962

AWPA C1-73

Tex-116E 1962

AWPA C2-73

AWPA A5-76

AWPA P8-64

AWPA P9-73

NO.	DATE	REVISION SECTION(S) AFFECTED	BY	CH	APP
1	07/03/86	Created	RDT	RNM	REB
2	05/05/03	Revised all sections	LRS	LRS	MJP
3	02/18/08	Revised all – Split Sec. 9	LRS	LRS	MJP
4	10/20/09	Revised Sect. 4	LRS	LRS	MJP
5	01/19/12	Revised Gate & Access Widths	LRS	LRS	MJP
6	02/10/14	Overall Revision	MDL	LRS	JHD

SPECIFICATION			
SHEET	1	of	35 SHEETS
SPEC ID	007	231	79

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1.0 SCOPE

- a. This specification covers the requirements that a Grantee/Contractor shall adhere to when performing work on the property of CenterPoint Energy.
- b. At the time of this revision, the active Company Representatives for these specifications are:

Janice Coburn

Office 713-207-6138

Cell 281-460-0635

Travis Drabek

Office 713-207-6480

Cell 832-623-1326

D. Scott Humble

Office 713-207-6747

Cell 713-855-7836

Robert (Bobby) Sloan

Office 713-207-4321

Cell 832-547-5911

2.0 DEFINITIONS

- a. Company – CenterPoint Energy Houston Electric, LLC, which also may be referred to as Grantor in associated documents.
- b. Company’s Representative - The person or persons designated in the agreement to inspect the work performed on Company Property.
- c. Company’s Property - All property in which the company has an interest (easement or fee) including distribution easements, district office locations, and substations as they pertain to transmission use including towers, poles and wires, which also may be referred to as Grantor’s Property in associated documents
- d. Agreement – The written contract, letter agreement, or Document by which the company formally authorizes the use of its property by an outside party
- e. Grantee - The actual owner, developer, lessee, private person, partnership, company, corporation or governmental entity that is responsible for the maintenance and control of the facility or work authorized by the Agreement, which also may be referred to as Grantee in associated documents.
- f. Contractor – Any individual or business firm, separate from the grantee, but contracting to perform or supply part or all of the activity or facilities under the Grantee.

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- g. Subcontractor - Any individual or business firm, separate from the contractor, but contracting to perform or supply part or all of the activity or facilities under the Contractor. Any work performed by the Subcontractor and its agents or employees shall comply with the provisions of the Agreement as if they were employees of the Contractor.

3.0 GENERAL REQUIREMENTS FOR CONSTRUCTION

- a. The following General Requirements in this section are applicable to a Grantee/Contractor requesting permission to perform construction work on Company's Property. The Special Requirements in other sections apply in addition to these General Requirements.
- b. Any violation of the requirements contained herein shall be considered as grounds, by the Company's Representative, to stop the construction until corrective actions are taken.
- c. No work shall be performed on Saturdays, Sundays or holidays on Company's Property unless approved by the Company's Representative forty-eight (48) hours in advance.
- d. The Grantee/Contractor shall furnish to the Company's Representative access at all times to the work being done and to the premises used by the Grantee/Contractor, and shall provide every reasonable accommodation for the purpose of inspection, even to the extent of discontinuing portions of the work temporarily, or of uncovering or taking down portions of finished work.
- e. Upon project completion, the Grantee/Contractor shall return Company's Property to its original condition or better, including roads, fences, and gates.
- The Grantee/Contractor shall grade Company's Property to a smooth finish, and all excess material shall be either removed from, or distributed on Company's Property as directed by the Company's Representative.
 - All swales, ditches, and other surface graded areas disturbed during construction shall be seeded with Bermuda grass in accordance with Texas Highway Department Item 164. Fertilizer application shall conform to Texas Highway Department Item 166 and shall have an analysis of 16-8-8.
 - All debris, vegetation or cleared materials shall be removed from Company's Property by the Grantee/Contractor, including:
 - ❖ Trash, rubble and any flammable materials.
 - ❖ Sand, concrete and construction materials.

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- ❖ Containers of any type or character for the purpose of storing trash.
- ❖ Any material defined in environmental regulations as a solid waste, regulated toxic material or hazardous material.

f. DOCUMENTATION REQUIREMENTS

- The Grantee/Contractor shall have a copy of the signed Agreement at all times at the construction site where the operation of equipment is within Company's Property. It is the Grantee's responsibility to provide a copy of this specification to the Contractor and to ensure that all the provisions in the Agreement are followed.
- Any necessary field changes or modifications to the Agreement must be approved in writing by the Company's Representative prior to construction by the Grantee/Contractor.
- It is the Grantee/Contractor's responsibility to examine all the available records and to make a field inspection of the site and Company's Property for determination of the surface conditions and surface water conditions to be encountered, and the character of equipment and facilities needed for the desired work.

g. NOTIFICATION REQUIREMENTS

- The Grantee/Contractor shall be responsible for notifying all parties having an interest in or an easement on, under or above the subject Company's Property. The construction requirements of the parties with prior rights shall be observed; however, the Company's Specification for Construction shall be adhered to as a minimum.
- The Grantee/Contractor shall notify the Company's Representative seven (7) days prior to beginning any type of work so that an inspection of Company's facilities and/or properties can be arranged. The Grantee/Contractor shall provide the name and telephone number of their representative responsible for the construction activities to coordinate a preliminary inspection. The executing party of the Agreement shall pay the repair cost for damages to Company's facilities caused by the Grantee/Contractor.
- The Grantee/Contractor shall be responsible to call the One-Call Network at "8-1-1", forty- eight (48) hours prior to construction, to locate the Company's underground fiber optics line, and/or underground distribution facilities, and/or underground transmission facilities.

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h. DAMAGE MITIGATION REQUIREMENTS

- Any use of land necessary by the Grantee/Contractor's operations which causes damage to property, crops, etc. shall be mitigated by the Grantee/Contractor at his expense.
- Any damage to Company's facilities or Company's Property caused by the Grantee/Contractor's operations shall be mitigated by the Grantee/Contractor at his expense.

i. SAFETY AND EQUIPMENT REQUIREMENTS

- It shall be the Grantee's responsibility to ensure that the Contractor be familiar with and comply with all local, state, and federal codes (i.e. Texas Health and Safety Code Chapter 752 and Federal Regulations, Title 29, CFR 1910.333, CFR 1926.1407-1411) for construction operations in close proximity to electrical power lines. The Grantee/Contractor shall comply with all applicable federal, state, and local environmental regulations concerning the loading and transportation of hazardous materials.
- The Grantee/Contractor shall take all precautions necessary, shall be responsible for the safety of the work, and shall maintain all lights, guards, barriers, barricades, signs, temporary passageways, or other protection necessary for that purpose. The work shall be carried on to completion without damage to any work or property of the Company or of others and without interference with the operation of existing machinery or equipment.
- The Grantee/Contractor shall be responsible at all times for the safety of the general public and for the protection of persons who may for any reason enter within the limits of his work and shall comply with all the laws of the State of Texas and the United States and with all valid rules and regulations now in force or hereafter adopted pursuant thereto. Effective barricades with acceptable warning and detour signs shall protect roads and highways closed to traffic. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset to sunrise. The Grantee/Contractor shall bear the entire expense and shall not be reimbursed directly or separately by the Company for providing and maintaining all necessary or required barricades, warning lights, danger signals, signs or other precautions for the protection of the work and safety of the public.

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- If at any time the Grantee/Contractor's methods, materials or equipment appear to the Company's Representative to be unsafe, inefficient or inadequate for securing the safety of the workers, the public, or any Company's facilities, he may order the Grantee/Contractor to increase his safety, efficiency and adequacy, and the Grantee/Contractor shall comply with such orders. The failure of the Company's Representative to make such demands shall not relieve the Grantee/Contractor of his obligation to secure the quality and safe conduct of the work, and the grantee/Contractor alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials, working force and equipment, irrespective of whether or not any changes are made as a result of any orders received from the Company's Representative.
- The Grantee/Contractor shall immediately remove from the job, whenever requested to do so by the Company's Representative, any person considered to be disposed or disorderly, or for any other reason unsatisfactorily complying with the requirements of this specification, and such person shall not again be employed on the work without the consent of the Company.
- The Grantee/Contractor shall not permit or suffer the introduction or the use of intoxicating liquor or narcotic drugs upon any of the grounds occupied or controlled by the Company.
- No structure of any type shall be constructed on Company's Property unless a final set of detailed drawings have been reviewed and approved by the Transmission Operations Department. Structures include but are not limited to signs, fences, paving, lighting, drainage facilities, etc. All structures of any type must be properly grounded.
- No temporary fuel tanks shall be stored on Company's Property unless prior written approval has been granted. Prior to approval, a specific location will be determined by the Company's Representative and the Grantee/Contractor. Fuel tanks within Company's Property must be adequately grounded and bermed for spill protection.
- No equipment or material shall be permitted on Company's Property at a height greater than 15 feet above natural ground elevation, unless approved by the Company's Representative. Cranes, lifts, etc. shall be blocked so that operators may not bring the boom to a greater height.
- Trenching and excavation will not be permitted within twenty (20) feet of any structure foundation or other facilities measured at ground level unless approved by the Company's Representative.

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- Excavation shall comply with CFR 1926.651. The installation of sheet piling, cribbing or other protective measures beyond the scope of CFR 1926 .651 will be required if stipulated by the Company's Representative.
- No self-propelled equipment shall be allowed directly beneath a lattice tower.

j. RIGHT OF WAY ACCESS REQUIREMENTS

- The Grantee/Contractor shall not sell, assign, or remove equipment or materials which have been installed by or which are owned by the Company and may be necessary for right-of-way access or any other activities without the written consent of the Company's Representative.
- No equipment, material, or railroad cars shall be stored on Company's Property without prior written consent.
- A minimum 20-foot wide access path along Company's Property shall be kept free of obstacles at all times to provide a passable area for the Company's equipment to travel.
- The Grantee/Contractor upon the request of the Company's Representative shall use matting on the right-of-way for temporary access on or across Company's Property.

k. DRAINAGE REQUIREMENTS

- Under no circumstances shall the natural drainage pattern of Company's Property be blocked or altered by construction. All previously existing ditches shall be re-established.
- All reinforced concrete pipes installed on Company's Property should be Class IV as specified by ASTM Specification C76 and should have a minimum of 12 inches of cover.
- All corrugated steel pipe and high density polyethylene pipe used for culverts and installed on Company's Property should be 16 gauges with 2 & 2/3" x 1/2" or 3" x 1" corrugations and have a minimum of 12 inches of cover or manufacturer's specified cover.
- The top of all manholes shall be built at final grade and must be capable of HS-20-44 loading, (A ASHTO 17th Edition-2002). All manholes must be protected with a minimum of four 6" diameter bollards made of wood or steel that are 6' long and set at least 24" in the ground with 48" above the ground.

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I. SPOILING REQUIREMENTS

- No spoiling is allowed unless written approval has been obtained.
- Spoiling, if allowed, shall be done as directed by the Company's Representative. The spoil material shall be free of concrete, asphalt, steel, wood, or any other objectionable material. Spoil material shall not be stockpiled or placed over any distribution manholes, pull holes, etc. The spoil material shall be spread in lifts not to exceed 12" and compacted as required by the Company's Representative. The end results of spoiling and grading shall yield positive drainage and flow with no ponding.
- The elevation beneath any of the Company's structures within the limits of the proposed work shall be maintained equal to or greater than the surrounding finished grade elevation. Spoil material, if approved in writing, shall not exceed a point six (6) inches below the top elevation of the concrete cap of a tower foundation. Any spoil material added beneath the tower shall be compacted to 95% density with a tamper or hand vibratory equipment and shaped to a smooth finish to provide proper drainage.

4.0 SPECIAL REQUIREMENTS FOR PIPELINES AND VALVE SITES, COMMUNICATION CABLES AND CABLE TELEVISION INSTALLATIONS

- a. Pipelines shall have a minimum cover of four (4) feet, measured from the top of the pipe to the natural ground level, unless otherwise specified in the Agreement.
- b. Pipelines to be installed within twenty (20) feet of any structure foundation shall be installed by either boring, tunneling, or other protective methods approved by the Company Representative. Where boring is performed, the hole shall not be more than one (1) inch greater than the outside diameter of the pipe and the protective coating or casing. Where tunneling is performed and column bents of concrete are used, the top of the concrete shall be a minimum of three (3) feet below ground level and the remainder of the column shall be filled and compacted at lifts not to exceed twelve (12) inches to 95% Standard Proctor density. De-watering will not be permitted unless approved by the Company's Representative.
- c. Trenches shall be backfilled, sufficiently compacted to prevent future settlement, and crowned as required by the Company's Representative. For any settlement that occurs as a result of access for the associated pipeline installation, the owner of the pipeline, upon request, shall fill or smooth the Company's right-of-way as directed.

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- d. No structure of any type shall be constructed on Company's Property unless described in detail in the formal agreement document, except for test point terminals and pipeline markers, which shall be installed in locations such that they do not create an obstruction to Company's equipment traveling within Company's Property.
- e. If at any time the pipe is abandoned, the pipe shall be removed by the pipeline owner. If the pipe cannot be removed because of possible damage to Company's facilities (tower foundation, poles, etc.), the pipeline shall be cut 20' away from each side of the Company facility and the abandoned pipe section filled with grout to prevent future caving or settling.
- f. Pipelines with a proposed location between a Company's structure and a down guy anchor or other appurtenance will be bored or tunneled unless specific approval has been granted by the Company's Representative.
- g. New or relocated pipeline occupations that are located between a lattice tower's foundations will require the Company to install "Mower Guards" (Company Drawing #006-203-07) at each tower at the expense of the requesting pipeline company.
- h. The following are additional requirements applicable to installations of valve and metering sites within Company's Property.
- No valve site or station is to be located closer than fifty (50) feet to a transmission structure or appurtenance without exclusive written consent.
 - Valve sites or stations are to be located on Company's Property such that they do not limit access along Company's Property.
 - Valve sites or stations are to have perimeter barricades or fences installed in order to prevent damage from equipment traveling along Company's Property.
 - Valve sites or stations, plus an additional three (3) feet outside the site area, shall be kept free of high grass and weeds at all times by the valve owners.
 - Valve sites or stations are to be well marked with the owner's name and telephone number to be called in cases of emergency.
 - No blow-off vents or flares are to be located on Company's Property.
 - Grounding/Anode Beds will be treated as a Valve Site, separately from the pipelines.

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i. The following are additional requirements for pipeline crossings of the Company's underground electric distribution facilities.

- The Company will furnish upon Grantee/Contractor's request any drawings of the existing underground distribution facilities.
- If a crossing is required, the pipeline shall be installed beneath the Company's underground distribution facilities. A minimum vertical clearance of eighteen (18) inches must be maintained between the Company's underground distribution facilities and any other facilities (i.e. outside pipe wall to outside concrete encasement or pipe wall).
- If a pipeline is installed parallel to the Company's underground electric distribution facilities, a minimum horizontal clearance of five (5) feet must be maintained between the Company's underground distribution facilities and any other facilities (i.e. outside pipe wall to outside concrete encasement or pipe wall).
- If the Company's concrete encased duct bank is to be exposed during the installation or maintenance of a pipeline, the Company's duct bank must be fully supported every four (4) feet.
- Upon completion of the work, Grantee shall furnish the Company with a complete set of as-built drawings. Any substitutions or changes made by the Contractor/Grantee for the purpose of fabrication or installation shall be marked by Contractor/Grantee on those drawings and accompanied by a complete revised metes and bounds or centerline description if applicable.

j. COMMUNICATION CABLES AND CABLE TELEVISION INSTALLATIONS

- Overhead cables must be approved by a Representative from the Asset Planning and Optimization Transmission Encroachment & 3rd Party Use Department, for location and maximum and minimum height requirements.
- All underground occupations must be buried with a minimum 4.0' of cover and all above ground appurtenances must be approved for location.

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5.0 SPECIAL REQUIREMENTS FOR DRAINAGE DITCHES

- a. Ditch side slopes along Company's Property shall be "Asphalt Mulch Seeded" with Bermuda grass in accordance with Texas Highway Department, Item 164. Application of seed shall be at the rate of forty (40) pounds per acre. Asphalt Film Spray Emulsion SS-1, CSS-1, CMS-25, or MS-2 shall be used. This spray is to be applied at the rate of 0.2 to 0.4 gallons per square yard. Fertilizer application shall conform to Texas Highway Department, Item 166 and shall have an analysis of 16-8-8 urea form.

ALTERNATE: The Grantee/Contractor may use solid "Block Sodding" on ditch side slopes in accordance with Texas Highway Department, Item 162.

- b. Cement stabilized limestone and cement stabilized sand shall conform to Company's Specification #007-229-06, attached hereto and made a part hereof.
- c. Unless specified otherwise, the Grantee/Contractor shall install, for the exclusive use of the Company, a culvert crossing for access to Company's Property with a roadway width of twenty four (24) feet. The Grantee/Contractor shall install the roadway at the location stipulated in the Agreement or as determined by the Company's Representative.
- d. Ditch design shall be such that erosion and slope stability is controlled by flat side slopes, natural vegetation, riprap or other approved methods. The side slopes of ditches shall not be steeper than 4:1.
- e. The high bank of any ditch shall not be closer than twenty four (24) feet to any structure foundation measured at ground level unless approved by the Company's Representative. The high bank of any ditch shall not be closer than three (3) feet to any wood poles or appurtenances measured at ground level unless approved by the Company's Representative. If this is not possible, the wood poles will be braced or relocated by the Company at the Grantee/Contractor's expense.

6.0 SPECIAL REQUIREMENTS FOR STREETS, ROADS, HIKE AND BIKE TRAILS, AND PLAY GROUND EQUIPMENT

- a. Barricades to protect the Company's structures shall be installed as required before construction of the street or road begins.
- b. Unless specified otherwise, the Grantee/Contractor shall install, for the exclusive use by the Company, a twenty four (24) foot wide drive on both sides of the street or road. The Grantee/Contractor shall install the drive at the location stipulated in the Agreement or as determined by the Company's Representative. Curb cut-outs shall be installed with a five (5) foot radius.

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- c. Adequate drainage for Company's Property shall be provided and indicated on plan and profile drawings at each street or road crossing. Installation of drainage structures and/or shaping of the adjacent property to ensure proper drainage of Company's Property shall be done at Grantee/Contractor's expense.
- d. Hike and Bike Trail minimum standards are referenced on CenterPoint Energy Transmission Standard, Hike and Bike Trails, Minimum Standards Drawings. Subject to full review and subject to change based on the field notes.
- e. PLAY GROUP EQUIPMENT or ANY RECREATION FACILITIES is prohibited within Company's Property without any exception.

7.0 SPECIAL REQUIREMENTS FOR SPUR TRACKS

- a. Company's structures located within twelve (12) feet of the nearest rail of the proposed rail spur shall be relocated at the spur track owner's expense. The Company's construction forces will relocate the structures.
- b. For the exclusive use of the Company, the Grantee/Contractor shall install a twenty four (24) foot wide grade crossing over the spur track in accordance with local railroad specifications. Before construction can begin, the Grantee/Contractor shall assume responsibility for the exact location of the grade crossing with respect to the Company's right-of-way line as determined by the Company's Representative. If the spur right-of-way is to be cross-fenced, a twenty four (24) foot wide gate shall be installed in each cross fence at/and parallel to the grade crossing.
- c. The top rail elevation shall not exceed four (4) feet above the natural ground elevation of the Company's right-of-way.

8.0 SPECIAL REQUIREMENTS FOR PARKING FACILITIES

- a. Parking lot plans showing the area to be surfaced, curbs, fences, drainage and traffic access routes as applicable must be submitted to and approved by the Company's Representative prior to the granting of the Agreement.
- b. No through roads will be allowed along Company's Property; therefore, if the parking lot has multiple entrances, the lot must be so constructed that through traffic is not possible.
- c. Company's Property requested for parking must be immediately adjacent or substantially close to the Grantee's property.

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- d. The Grantee/Contractor shall be responsible for any damage to Company's facilities. This includes all existing structures as well as future structures. Barriers will be required if the proposed parking facility or any drives associated with the parking area are closer than ten (10) feet to any transmission facility. Barriers in accordance with Company's Drawing #006-203-01, 006-203-02, or 006-203-04, attached hereto and made a part hereof, shall be installed.
- e. If fences or traffic restrictors are placed across Company's Property, the Grantee/Contractor must install a twenty four (24) foot gate in accordance with Company's Drawing #GC3GATE, attached hereto and made a part hereof, on which the Company will install a chain and lock.
- f. The Company reserves the right to enter and traverse any parking facility as required for inspection, maintenance or construction purposes and reserves the right to cancel all or part of the agreement as may be required for the installation of future facilities or maintenance of existing facilities.

9.0 SPECIAL REQUIREMENTS FOR NURSERY OPERATIONS

- a. Liquid fertilizer is not allowed on Company's Property.
- b. No permanent sprinkler systems are allowed on Company's Property.
- c. Only containerized trees and plants will be allowed on nursery operations and only to a maximum height of ten (10) feet.
- d. No berms or earthen mounds will be allowed.
- e. The Company is not to be held responsible for any plants that may be damaged due to emergency repair of the Company's facilities.

10.0 SPECIAL REQUIREMENTS FOR DECORATIVE PLANTING

- a. No plants which at maturity are taller than ten (10) feet will be approved and subject to approval on a case by case basis. No planting shall be made closer than twenty (20) feet to any Company's structure.
- b. No trees of any type will be allowed.
- c. No berms or earthen mounds will be allowed.
- d. No permanent sprinkler systems are allowed on Company's Property.
- e. Liquid fertilizer is not allowed on Company's Property.

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- f. The Company reserves the right to have plantings removed by the Grantee/Contractor without notice. Should plantings not be removed, the Company will remove the plantings and not be liable for their replacement.
- g. Any vegetation placed within Company's Property without prior written approval may be removed by the Company. The Grantee/Contractor shall be responsible for reimbursing the Company for removal of unauthorized plantings.
- h. The Company is not to be held responsible for any decorative grass or plants that may be damaged.
- i. Grantee shall keep Company Property free of high grass, weeds, and trash within the area covered by the Agreement.

11.0 SPECIAL REQUIREMENTS FOR PROTECTING CULTURAL RESOURCES, ARCHAEOLOGICAL SITES, AND THREATENED AND ENDANGERED PLANTS AND ANIMALS

- a. Archaeological and historical sites
 - Known or potential archaeological or historical site(s)
 - ❖ The Grantee/Contractor shall conspicuously mark the site areas in the field to ensure the areas are avoided by construction activities.
 - ❖ If a site is determined to be located in a wooded area, any necessary vegetation clearing shall be done in such a manner that the root zone is not disturbed until an archaeologist has completed and investigation of the site, including removal of all artifacts. This may be accomplished by using manually operated chain saws or mechanical cutters to cut down trees at ground level and lifting them onto trucks for transport out of the right of way rather than dragging them. When archaeological work is completed, stump grinders may be used to remove the remaining portions of large trees below ground level, after which the surrounding surface can be prepared for construction. More specific procedures for avoidance or lessening of damage to sites will be decided on a site-by-site basis, or as directed by the State Historic Preservation Office.
 - ❖ In certain circumstances, it may be necessary for vehicles to cross the identified archaeological/ historical areas. In such cases, loose earth fill, or other temporary ground cover, in a thickness necessary to prevent damage by the passage of vehicles over the site surface will be placed on such sites. The fill shall be a contrasting color or texture so as to allow re-establishment of the original site surface at a later date. The Grantee/Contractor shall document the placement and removal of such temporary fill.

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- Unknown archaeological or historical site(s)
 - ❖ Upon discovery of any evidence of an archaeological or historical site (e.g. accumulations of oyster shells or other seashells, pottery or pottery pieces, animal or human bones, rusted metal such as nails or cannon balls), all construction operations in the immediate vicinity shall cease. The Grantee/ Contractor shall promptly contact the Company's Representative.
 - ❖ The Company will contact qualified environmental contractors to investigate the discovered site in accordance with applicable procedures and guidelines. The area of significance will be conspicuously marked in the field so that construction activities may proceed while avoiding the site.
- Mitigation process
 - ❖ If a structure or site cannot be protected through any relocation, stabilization or restoration technique, then mitigation of the construction effects on archaeological and/or historical sites will be performed in accordance with applicable procedures and guidelines as directed by the State Historic Preservation Office.

b. Endangered or threatened plants and animals

- Known locations of species and/or their habitats
 - ❖ The company may provide the Grantee/Contractor any previously documented sites of any known endangered and threatened species that it has discovered along the construction route. Where such documentation is provided, the Grantee/Contractor shall implement any mitigating actions required by the Company.
- Unknown locations of species and/or their habitats
 - ❖ If during construction, the Grantee/Contractor discovers an endangered or threatened plant or animal species, the Grantee/Contractor shall cease all work in that immediate area. The Grantee/Contractor shall promptly notify the Company's Representative who will notify the appropriate State/Federal agencies for any required mitigating actions.

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❖ If during construction, the Grantee/Contractor discovers an endangered or threatened plant or animal species, the Grantee/Contractor shall cease all work in that immediate area. The Grantee/Contractor shall promptly notify the Company's Representative who will notify the appropriate State/Federal agencies for any required mitigating actions.

- Mitigation process

❖ Any mitigation concerning endangered and/or threatened species, applicable to the project construction, will be reviewed by the Company and communicated to the Grantee/Contractor. Only when necessary mitigation measures have been completed by the Grantee/Contractor will construction work be reinitiated

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Diagram illustrating the dimensions and components of a rectangular tower footing structure.

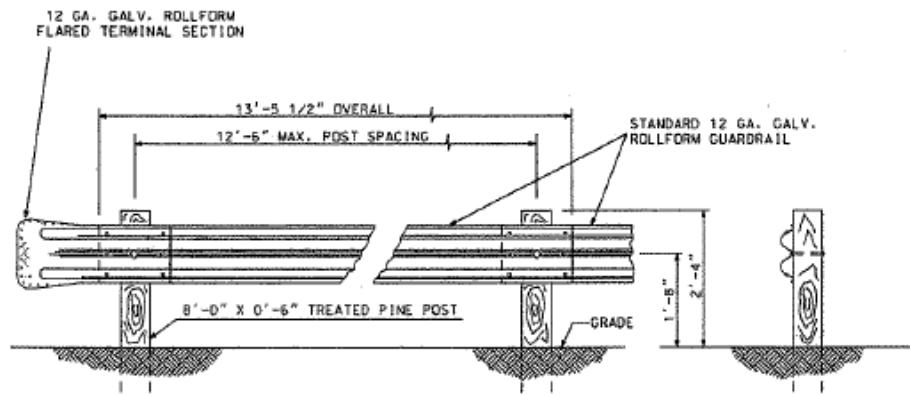
Dimensions:

- Overall width: 12'-6"
- Overall height: 12'-6"
- Top horizontal section: 12'-6" OR AS REQUIRED (STANDARD DIM. FOR 13'-5 1/2" SECTION)
- Left vertical section: 12'-6" OR AS REQUIRED
- Corner radius: 2'-0" MIN.
- Post dimensions: 8'-0" x 0'-6"
- Post bolt dimensions: 5/8" x 0'-7"
- Splice bolt dimensions: 5/8" x 0'-1 1/4"

Components and Labels:

- H.L. & P. CO. TOWER FOOTING
- 12 GA. GALV. ROLLFORM FLARED TERMINAL SECTION (TYPICAL)
- 8'-0" x 0'-6" TREATED PINE POST
- STANDARD 12 GAUGE GALV. ROLLFORM GUARDRAIL (LENGTH 13'-5 1/2") (SHORTER LENGTHS MUST BE SPECIFIED)
- END TERMINAL SECTIONS MAY BE OMITTED - PROVIDED THIS DOES NOT CREATE AN OPENING LARGER THAN 1'-6"
- BOLTS FURNISHED WITH GUARDRAIL
 - (1) 5/8" x 0'-7" POST BOLT W/MASHER
 - (6) 5/8" x 0'-1 1/4" SPLICE BOLTS

PLAN



ELEVATION

SIDE VIEW

FOR USE ON HOUSTON LIGHTING AND POWER CO.
RIGHTS-OF-WAY.

BARRIERS

**TYPICAL DETAILS
GALVANIZED ROLLFORM
TOWER GUARD RAIL**

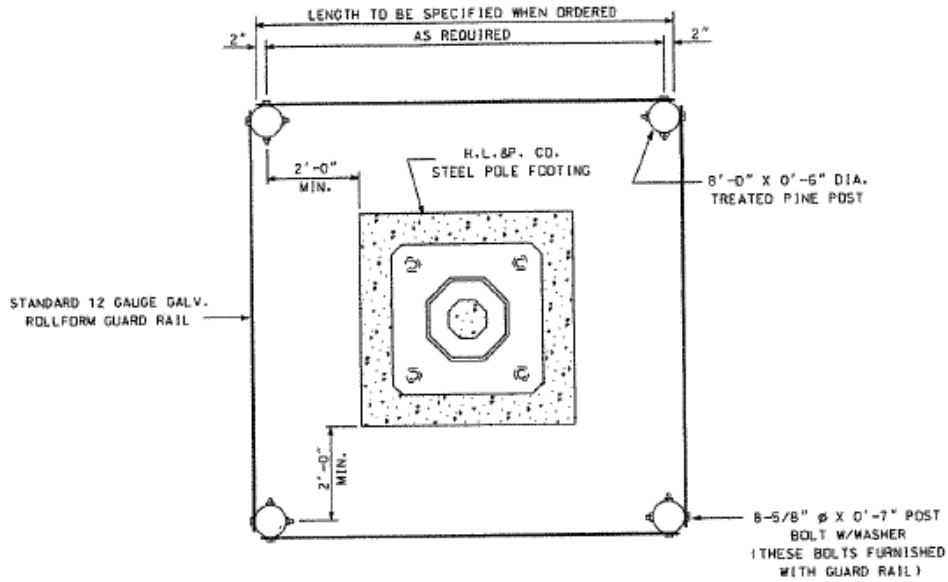
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						CHECKED	01-24-69	L.B.WIDEMAN
1	11-18-93	CONVERT TO CAD	JMF			CORR	01-27-69	E.A.TURNER
NO.	DATE	REVISION	BY	CHK	APP	APPR		

SCALE: NTS	SHEET 1 OF 1	006-203-01
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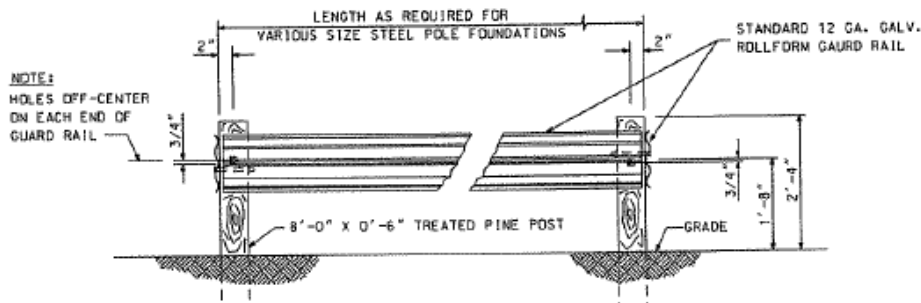
SPECIFICATION

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**CENTERPOINT ENERGY
TRANSMISSION STANDARD**



PLAN



ELEVATION

FOR USE ON HOUSTON LIGHTING AND POWER CO.
RIGHTS-OF-WAY.

BARRIERS

**TYPICAL DETAILS
GALVANIZED ROLLFORM
STEEL POLE GUARD RAIL**

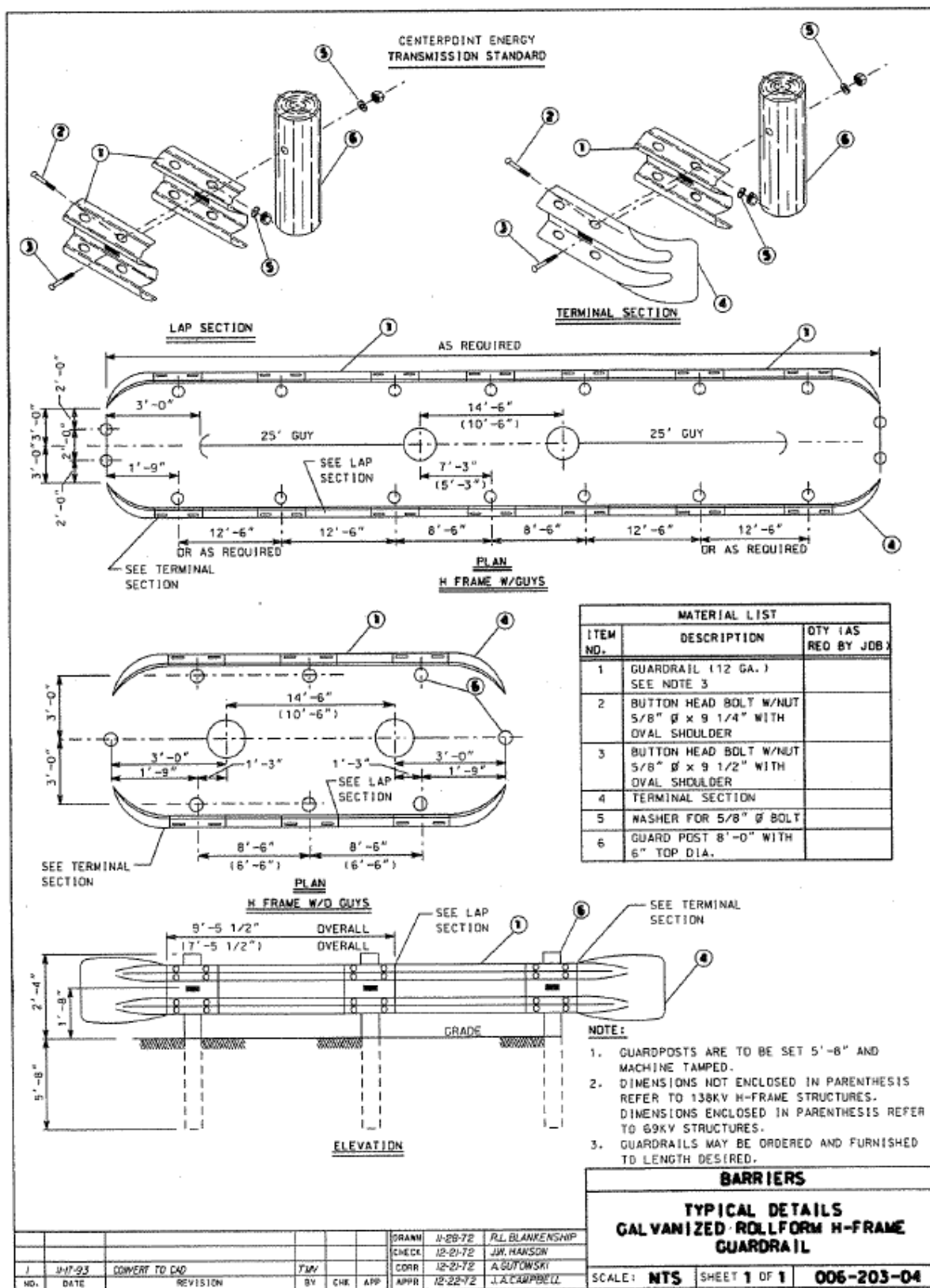
NO.	DATE	REVISION	BY	CHK	APP	APPR	DRAWN	CHECK	DATE	BY	CHK	APP	APPR
1	11-19-93	CONVERT TO CAD	AKW				01-06-70	01-09-70		RAYAUGHT			
										L.B. WIDEMAN			
										E. A. TURNER			
										D.E. SIMMONS			

SCALE: **NTS** SHEET **1** OF **1** **006-203-02**

SPECIFICATION

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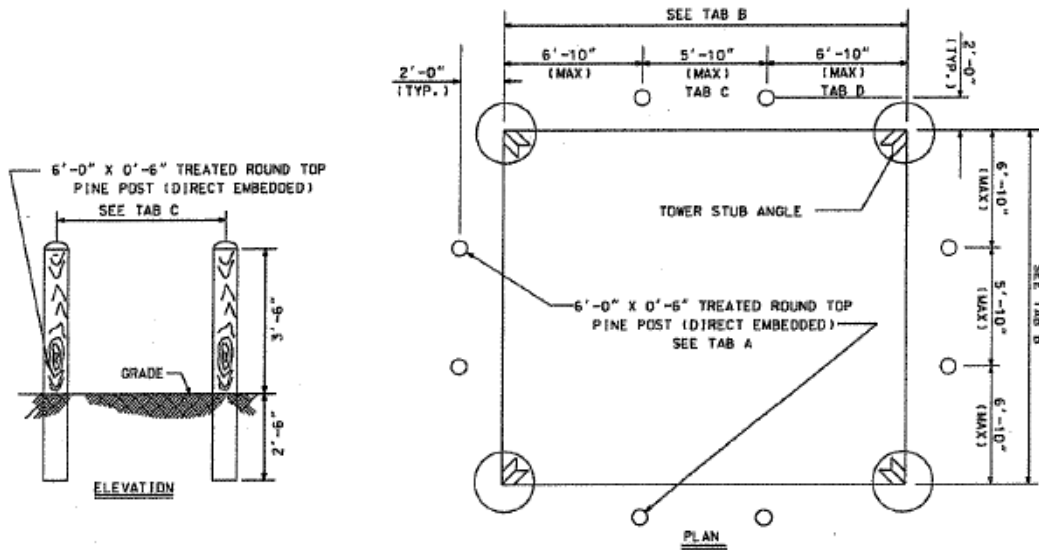


SPECIFICATION

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SPEC ID	007	231	79
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CENTERPOINT ENERGY
TRANSMISSION STANDARD



DIMENSIONAL SPACING OF WOOD BARRIERS FOR SQUARE BASE TOWERS			
A	B	C	D
NO. OF BARRIERS PER SIDE	DIMENSION BETWEEN TOWER LEGS	DIMENSION BETWEEN BARRIERS	DIMENSION BETWEEN BARRIERS AND TOWER LEG
2 BARRIERS	14'-9" TO 17'-5"	4'-11" TO 5'-10"	EVENLY SPACED
	17'-6" TO 19'-6"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
3 BARRIERS	19'-7" TO 23'-4"	4'-11" TO 5'-10"	EVENLY SPACED
	23'-5" TO 25'-4"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
4 BARRIERS	25'-5" TO 29'-2"	5'-1" TO 5'-10"	EVENLY SPACED
	29'-3" TO 31'-2"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
5 BARRIERS	31'-3" TO 35'-0"	5'-2" TO 5'-10"	EVENLY SPACED
	35'-1" TO 37'-0"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
6 BARRIERS	37'-1" TO 40'-10"	5'-3 1/2" TO 5'-10"	EVENLY SPACED
	40'-11" TO 42'-10"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
7 BARRIERS	42'-11" TO 46'-8"	5'-4 1/2" TO 5'-10"	EVENLY SPACED
	46'-9" TO 48'-8"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)

INSTRUCTIONS:

1. MEASURE DISTANCE BETWEEN TOWER LEGS AT STUB ANGLES.
2. LOCATE DIMENSION IN TAB "B".
3. DETERMINE BARRIER SPACING FROM TAB "C" AND "D". BARRIERS MAY BE SPACED EVENLY OR UP TO A MAXIMUM OF 5'-10" BETWEEN BARRIERS AND A MAXIMUM OF 6'-10" BETWEEN THE END BARRIER AND TOWER LEG.
4. BARRIERS TO BE LOCATED 2'-0" OUTSIDE THE PERIMETER OF THE BASE, MEASURED FROM THE STUB ANGLE (SEE PLAN VIEW).
5. POST TO BE SET 2'-6" DEEP
6. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE DIGGING.

LOCAL POST SUPPLIERS: SAM BASSETT LUMBER
ADDRESS: 3839 POLK STREET
PHONE: 713-223-9154

BARRIERS									
WOOD POST MOWER BARRIER INSTALLATION FOR TOWERS									
1	04-23-07	REVISED POST SUPPLIER	RJB	KLV	KLV	CDR	10-20-06	MD KOKOSZ	
ND.	DATE	REVISION	BY	CHK	APP	APPR	10-20-06	MJ PARELTS	

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GC3GATE..

CENTERPOINT ENERGY
TRANSMISSION STANDARD

I T E M	DESCRIPTION	M/N	U N I T	QUANTITY			
				GAP GATE		TUBE GATE	
				NEW	MAINT	NEW	MAINT
	PCA 352			G C 3 G A T E F	G C 3 G A T E F	G C 3 G A T E F	G C 3 G A T E F
1	POST, 10' TREATED PINE W/1"-10" TOPS	100299	EA	-	-	4	-
2	POST, 8' TREATED PINE W/3"-6" TOPS	100100	EA	4	4	-	-
3	POST, 7' TREATED PINE W/3" TOPS	100089	EA	4	4	2	-
4	WIRE, BARBED 12 1/2 GAUGE (1320')	111278	SP	-	.15	-	-
5	WIRE, BARBLESS STEEL 2 PLY GALV. (1320')	111267	SP	.25	.10	.10	-
6	STAPLES, 1 1/2" GALVANIZED	137263	LB	1	1	1	-
7	NAILS, WIRE 16D GALVANIZED	137350	LB	1	1	1	-
8	RHT. GATE HANGER, 5/8" DIA. 14"	110706	EA	-	-	4	2
9	WASHER, CURVED, 4"x4"x1/4", 11/16" HOLE	225701	EA	-	-	8	4
10	GATE, 6-RAIL TUBE, GALVANIZED 12'x50"	245425	EA	-	-	2	1
11	STAY, TWISTED 42", GALVANIZED	111263	EA	3	3	-	-
12	PADLOCK, HS DOUBLE BALL, STAINLESS STEEL, 2" OPENING	225147	EA	1	1	1	1
13	CHAIN, COIL 1/4"	136403	FT	5	5	2	2

STRUCTURE
CLASSIFICATION
STRUCTURE TYPE

GC3-----

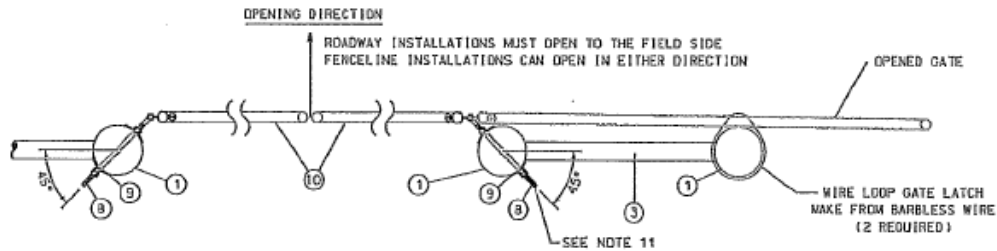
A/U KEY

STRUCTURE CLASSIFICATION

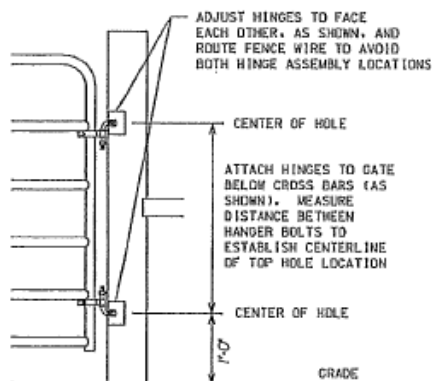
GATE - GATE

STRUCTURE TYPE

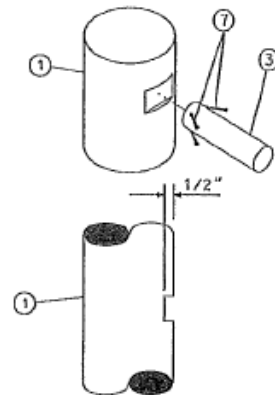
F - GAP GATE (BARBLESS WIRE)
G - GAP GATE (BARBED WIRE)
S - TUBE GATE, 6-RAIL
H - TUBE GATE & HARDWARE
REPLACEMENT ONLY



DETAIL "A"
POST AND GATE ATTACHMENT DETAIL



DETAIL "B"
GATE POST HINGE ATTACHMENT DETAIL



DETAIL "C"
HORIZONTAL WOOD BRACE DETAIL

GATES & CULVERTS

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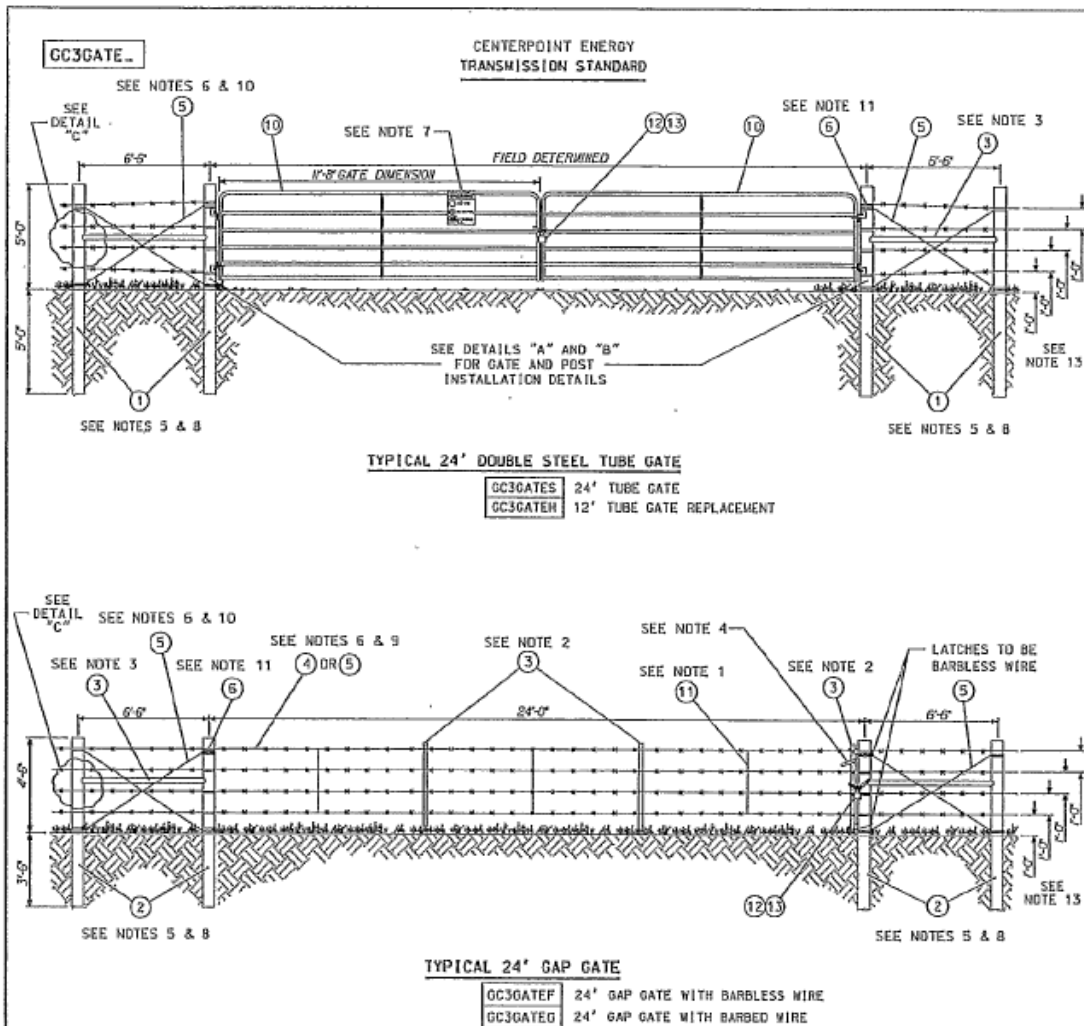
3	02-27-06	REDRAWN FOR NEW 24" DESIGN	RJB	RJB	MJP	DRAWN	02-03-99	RJB/MTTRICK
2	04-10-00	REPLACED FARM GATE W/ PIPE GATE	FRS	RJB	MJP	CHECK	02-03-98	RJB/MTTRICK
1	01-08-99	ADDED BOM TO DWG/REV T.BLOCK	RJB	RJB	MJP	CORR	02-03-98	RJB/MTTRICK
NO.	DATE	REVISION	BY	CHK	APP	APPR	02-04-98	M.J.PAKELTIS

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NOTES:

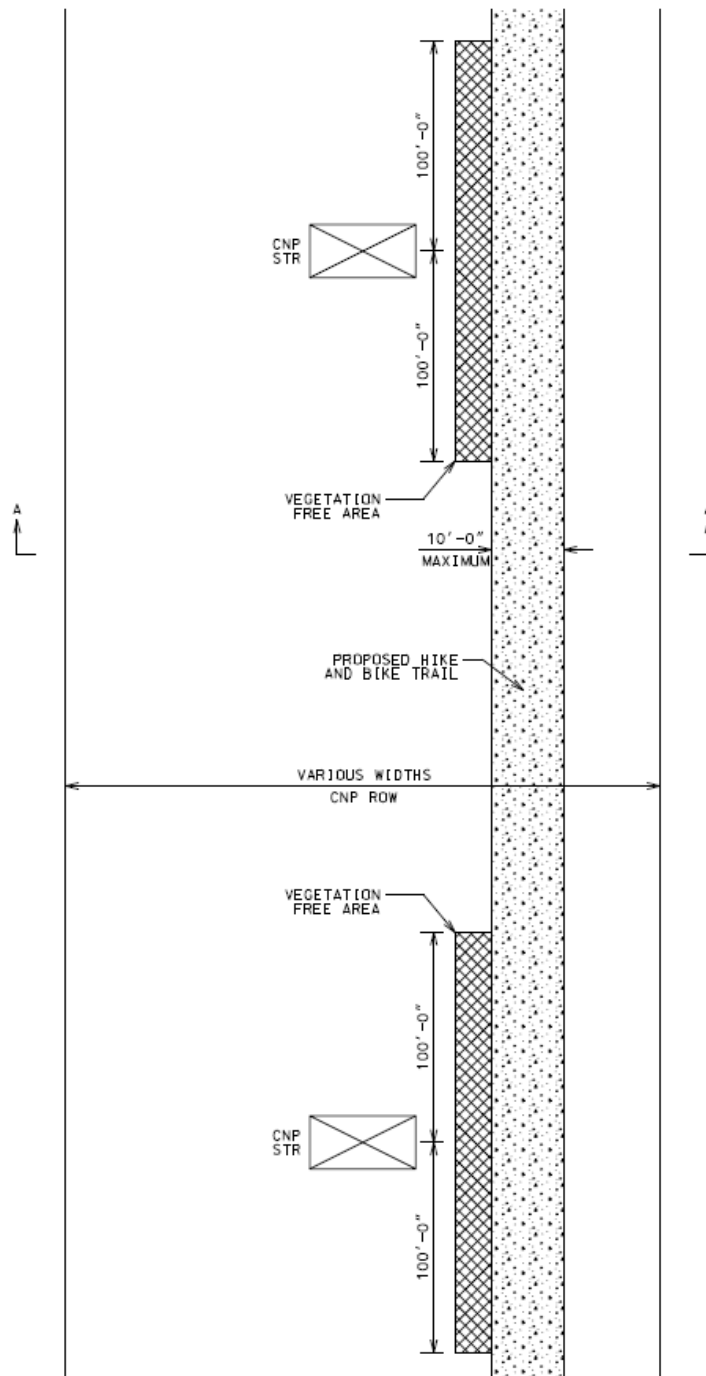
1. 2" DIAMETER WOOD POST MAY BE SUBSTITUTED FOR STAYS. (NON-STOCK ITEM).
2. VERTICAL BRACE POSTS AND LATCH POST (3) TO BE FABRICATED OUT OF POST FROM M/N 100089, CUT TO 4'-6".
3. HORIZONTAL BRACE POST (3) TO BE FABRICATED OUT OF POST FROM M/N 100089, CUT TO 6'-6".
4. WOOD CHEATER TO BE FABRICATED FROM WOOD POST SCRAP.
5. ALL TIMBER AND POSTS SHALL BE TREATED IN ACCORDANCE WITH AMPA SPEC. C-1, C-5, P-1 LATEST REVISION. FINAL NET RETENTION OF CREOSOTE TREATED BY ASSAY = 8 PCF.
6. ALL WIRE SHALL BE 12 1/2 GAUGE AND MUST MEET ASTM SPEC. A-121.
7. NOTICE SIGNS TO BE INSTALLED AT ALL ROADWAY INSTALLATIONS ON PROPERTY OWNED BY CENTERPOINT ENERGY. TO INSTALL NOTICE SIGN USE ASSEMBLY UNIT [SNTAGMO].
8. POSTS ARE TO BE TAMPED WITH NATIVE BACKFILL.
9. BARBLESS WIRE TO BE USED WITHIN INCORPORATED CITY LIMITS.
10. BRACE WIRES ARE TO BE WRAPPED TWICE AROUND POSTS, PULLED, AND STAPLED.
11. WHEN DEADENDING WIRE, PULL UNDER FULL TENSION, WRAP TWICE AROUND POST, THEN TWICE AROUND WIRE, AND STAPLE SEVERAL PLACES ON POST.
12. ALL NUTS ON GATE BOLTS SHALL BE WELDED OR GATE BOLTS STRIPPED TO PREVENT REMOVAL.
13. WIRE SPACING MAY VARY IN ORDER TO BE COMPATIBLE WITH EXISTING FENCE.

3	02-27-06	REDRAWN FOR NEW 24' DESIGN	RJB	RJB	NJP	DRAWN	02-03-98	RJB/UTTRICK
2	04-18-00	REPLACED FARM GATE W/ PIPE GATE	FBS	RJB	NJP	CHECK	02-03-98	RJB/UTTRICK
1	04-09-99	ADDED ROW TO DNG/REV T.BLOCK	RJB	RJB	NJP	CORR	02-03-98	RJB/UTTRICK
NO.	DATE	REVISION	BY	CHK	APP	APPR	02-04-98	M.J.PANELTIS

GATES & CULVERTS		
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SPECIFICATION			
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CENTERPOINT ENERGY
TRANSMISSION STANDARD



HIKE AND BIKE TRAILS

MINIMUM STANDARDS

NO.	DATE	REVISION	BY	CHK	APP	DRAWN	01-20-14	C. GREEN
						CHECK	01-21-14	D. KLAIRE
						CORR	02-04-14	C. GREEN
						APPR	02-04-14	J. DODGE

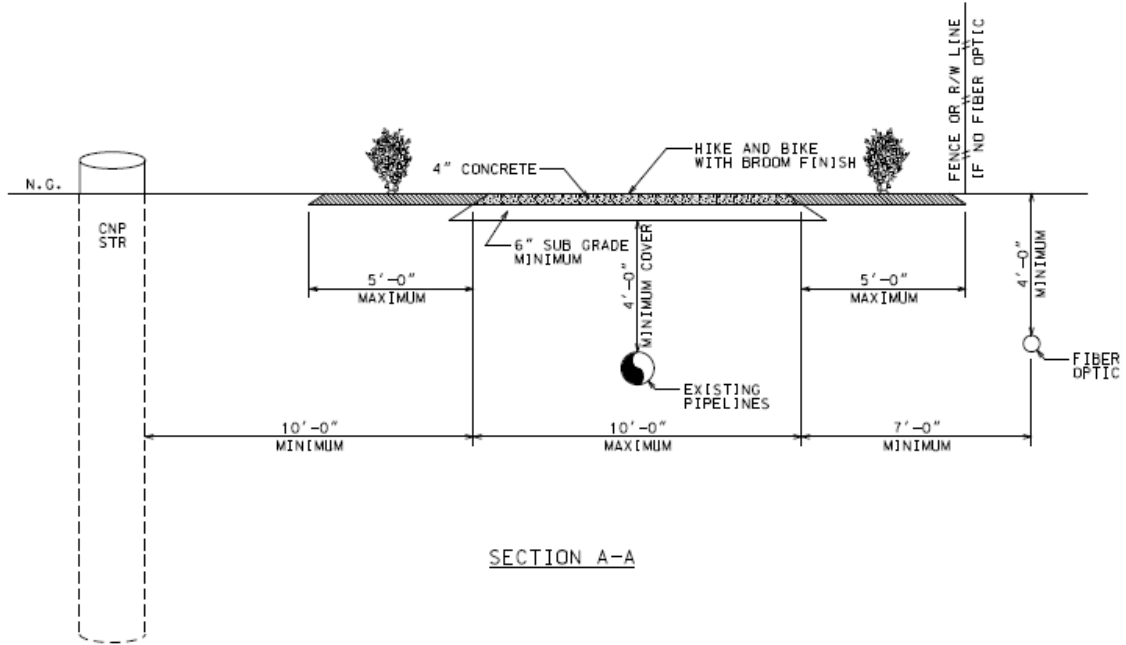
SCALE: NTS SHEET 1 OF 2

SPECIFICATION

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CENTERPOINT ENERGY
TRANSMISSION STANDARD



SECTION A-A

						HIKE AND BIKE TRAILS	
						MINIMUM STANDARDS	
					DRAWN	01-20-14	C. GREEN
					CHECK	01-21-14	D. KLANE
					CORR	02-04-14	C. GREEN
					APPR	02-04-14	J. DODGE
NO.	DATE	REVISION	BY	CHK	APP	SCALE: NTS	SHEET 2 OF 2

SPECIFICATION			
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12.1 SCOPE

- a. This specification covers the furnishing of labor, material, equipment, permits and supervision necessary for the installation of flexible base road and yard paving on CenterPoint Energy's property.

12.2 GENERAL

- a. The paving work shall be done in accordance with the CenterPoint Energy's Purchase Order, CenterPoint Energy's drawings, CenterPoint Energy's Job Specifications, General Conditions for Construction (CenterPoint Energy's Specification 007-231-79), this specification, the Texas Highway Department Standards (THD), American Society for Testing Materials Standards (ASTM), and the American Wood Preservers Association Standards (AWPA).
- b. In case of conflict, the order of precedence shall be the CenterPoint Energy's Purchase Order, CenterPoint Energy's Job Specification, CenterPoint Energy's drawings, this Specification, the General Conditions for Construction, and the THD, ASTM and AWWA Specifications.
- c. The equipment for proper prosecution of the work shall be at the work site and approved by the CenterPoint Energy's Representative prior to the beginning of construction operations.
- d. The Contractor shall maintain on the job site, at all times, a complete and readable copy of all specifications and any drawings provided by CenterPoint Energy governing the subject paving installation.
- e. No deviation from this specification will be permitted without authorization from CenterPoint Energy.

12.3 MATERIAL ESTIMATES

- a. The quantities indicated on the CenterPoint Energy's drawings are estimated by CenterPoint Energy utilizing plan dimensions, and shall be verified by the Contractor. If the Contractor detects any discrepancies in the quantities estimated by CenterPoint Energy, he should amend the figures on the inquiry sheet to reflect the quantities he has estimated. The quantities shown on the inquiry sheet by CenterPoint Energy, or as amended by the Contractor, shall be the quantities which appear on the purchase order when issued and will be the quantities for which the Contractor will be paid.

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12.4 SCHEDULING

- a. The Contractor shall state in his proposal the number of working days required to complete the job.
- b. The Contractor shall give CenterPoint Energy notice 72 hours prior to the start of construction.
- c. All work shall be performed between the hours of 7:00 a.m. to 7:00 p.m. Work shall not be performed on Saturdays or holidays without a 48 hour advance approval by CenterPoint Energy. Work shall not be performed on Sundays.

12.5 GRUBBING AND EXCAVATION

- a. The area to be paved shall be excavated and shaped to conform with the typical sections shown on the paving drawing.
- b. The area to be paved shall be "cleared and grubbed" removing and disposing of all trees, stumps, brush, roots and stripped of all vegetation, logs, rubbish and other undesirable matter to a depth of four (4) inches.
- c. Very soft or unstable soils that are deemed unfit due to high humus content, high water content, low density, etc., shall be removed to a depth determined by CenterPoint Energy.
- d. All holes, ruts and depressions shall be filled with material approved by the CenterPoint Energy's Representative.
- e. The Contractor shall not use excavated material as fill material without specific authorization from the CenterPoint Energy's Representative.
- f. The Contractor shall exercise care when grading, to stay clear of power lines, structures, pipes, septic tanks, fences or any underground facilities installed prior to the road and/or paving construction.
- g. The Contractor shall reimburse CenterPoint Energy for the repair or replacement of any of the previously mentioned equipment he damages.

12.6 SELECT FILL MATERIAL

- a. Select fill material shall conform to a CL (clay) or SM (sand) soil classification designated in ASTM D-2487 unless otherwise approved by the CenterPoint Energy's Representative.

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- b. Select fill material shall meet the following Atterberg limits:

Class A Fill Material

Liquid Limit 30-45
Plasticity Index 7.5 – 15

Class B Fill Material

Maximum Liquid Limit 35
Maximum Plasticity Index 20

12.7 SOIL STERILANTS

- a. When required, Krovar-1 and Dowpon soil sterilants shall be applied to the area to be paved at the rate of 30 lbs. of Krovar-1 and 30 lbs of Dowpon in 200 gallons of water per acre.
- b. The soil sterilants shall be applied by a state licensed applicator.
- c. The Contractor shall notify the CenterPoint Energy's Representative 48 hours prior to applying soil sterilants so that spraying operation may be inspected.
- d. Failure to abide by this shall be cause for the Contractor to re-spray the designated area at his expense.

12.8 CEMENT STABILIZED SOIL

- a. Soil that CENTERPOINT ENERGY requires to be stabilized with cement shall be done in accordance with THD Standards, Item 270.
- b. The entire area shall be stabilized to the depth shown on the CenterPoint Energy's paving drawings prior to the placement of the fill material.
- c. The amount of Portland cement will be specified by CenterPoint Energy as required by the soil conditions.
- d. The Contractor shall assume full responsibility for damage resulting from cement that has washed or blown off the subgrade.

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12.9 LIME STABILIZED SOIL

- a. Soil that CenterPoint Energy requires to be stabilized with lime shall be done in accordance with THD Standards, Items 260 and 264.
- b. The lime shall be furnished and spread as dry lime.
- c. The road and yard areas shall be stabilized to the depth shown on the paving drawings upon completion of grubbing operations and prior to the placement of any select fill.
- d. The amount of lime stabilization will be specified by CenterPoint Energy as required by the soil conditions.
- e. Sprinkling may be employed to reduce dusting problems during spreading, but excessive wetting of the lime shall be avoided until mixing operations commence.
- f. The Contractor shall assume full responsibility for damages resulting from lime that has washed or blown off the subgrade.

12.10 COMPACTION REQUIREMENTS

- a. All select fill material, stabilized soil, existing yard paving and excavated areas shall be compacted to 95% density as established by the Standard Proctor Density Test with moisture content within 2% optimum.
- b. The select fill material shall be compacted in lifts not to exceed eight (8) inches.
- c. The CenterPoint Energy's Representative shall approve the equipment the Contractor proposes to use for compaction of the fill material.
- d. CenterPoint Energy will check the in-place density using Nuclear Test Methods.

12.11 FORMING

- a. The forms for the paving shall be constructed of Southern yellow pine treated with pentachlorophenol.
- b. The pentachlorophenol solution shall be in accordance with AWP A P8 and AWP A P9, and shall contain a minimum of 5% pentachlorophenol by weight as determined by AWP A A5.
- c. The preservative treatment shall be by the Empty-Cell Process in accordance with AWP A C1 and C2.

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- d. The lumber shall be treated to 0.40 pounds per cubic foot final net retention of pentachlorophenol by assay.
- e. The forms shall be installed in accordance with the plans and shall be true in both horizontal and vertical planes.
- f. The forms shall be of the size, shape and type indicated on the plans.
- g. Forms and stakes shall be of sound heartwood and shall be free of knots, clustered birdseye, checks, splits, and sapwood. Occasional sound or hollow birdseye when not in clusters will be permitted, provided the board is free from any other defects that will impair its usefulness as a form.
- h. Any forms damaged beyond repair due to the Contractor's negligence shall be replaced at his expense.

12.12 CONCRETE PIPE

- a. All concrete pipe shall be constructed in accordance with ASTM C-14, Tongue and Groove.
- b. All reinforced concrete pipe shall be constructed to comply with ASTM C-76, Class IV, Wall B, Reinforced Concrete Pipe.

12.13 GRASS SEEDING

- a. The substation site shall be seeded with hulled Bermuda at the rate of 110 pounds per acre. Gulf Coast Rye shall also be planted with the Bermuda when the ground is 70°F or below. When Bermuda and Gulf Coast Rye are planted together they shall be proportioned as follows:

Bermuda:	50 pounds per acre
Gulf Coast Rye:	100 pounds per acre

- b. Seeding shall not be performed when the wind velocity would be detrimental to the uniform distribution of the seed.
- c. The area to be seeded shall be lightly raked to provide a seed bed.
- d. The required seed mixture shall be sown uniformly in accordance with the Manufacturer's recommendations.
- e. After sowing, the area shall be evenly raked to provide cover for the seeds.
- f. The lawn area shall be watered in a manner so as not to cause surface erosion.

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12.14 AGGREGATES

- a. The aggregates for the base and sub-base shall consist of one or more of the following: shell, sand, gravel, limestone, or granite gravel.
- b. The aggregates when properly slaked and tested shall conform to the following size requirements:

AGGREGATE TYPE	U.S. STANDARD SIEVE SIZE	PERCENT RETAINED BY WEIGHT	MAX. LIQUID LIMIT	MAX. PLASTIC INDEX
Oyster Shell	2"	0-12%	35	12
	7/8"	12-37%		
	No. 40	50-85%		
	No. 200	88-100%		
Sand	No. 10	0-5%	--	--
	No. 20	5-20%		
	No. 50	75-90%		
	No. 100	95-100%		
Gravel	1 3/4" Screen	0-10%	35	12
	No. 4	30-75%		
	No. 40 Mesh Sieve	70-85%		
Shell and Sand	1 3/4 " Sieve	0-10%	35	12
	No. 4 Sieve	40-65%		
	No. 40 Sieve	50-75%		
Limestone	1 3/4" Sieve	0	40	12
	3/4" Sieve	15-45%		
	No. 4 Sieve	45-75%		
	No. 40 Sieve	60-85%		
Granite Gravel	3/8" to 3/4" Sieve	10-15%	32	14
	No. 4	15-25%		
	No. 8	40-55%		
	No. 16	55-70%		
	No. 40	65-90%		

- c. Local material suppliers shall be approved by CenterPoint Energy.
- d. The aggregate shall be free from excess salt, alkali, vegetable matter, clay or otherwise objectionable matter.

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- e. At the discretion of CenterPoint Energy, the following THD test methods will be utilized to verify compliance with these specifications:

1. Tex-101-E, Preparation of Soil & Flexible Base material for Testing
2. Tex-104-E, Liquid Limit
3. Tex-106-E, Plastic Index
4. Tex-110-E, Sieve Analysis

12.15 CEMENT

- a. Cement shall be Type 1 of a standard brand of Portland cement and shall conform to the requirements of ASTM C-150.

12.16 GROUND BOXES

- a. Ground boxes will be set by CenterPoint Energy before final grading. The Contractor shall set the ground boxes to finish grade.
- b. The Contractor shall set ground boxes to grade over base line monuments.

12.17 STABILIZED BASE COURSES

- a. The approximate combination of aggregates stabilized with Portland cement or flue dust may be provided for the base or subbase in accordance with the following percent mixtures:

<u>Cement-Dual Base</u>		<u>Cement-Tri-Base</u>		<u>Flue Dust-Dual Base</u>	
Oyster Shell	60%	Oyster Shell	30-55%	Oyster Shell	60%
Sand	33%	Gravel	18-35%	Sand	33%
Cement	7%	Sand	35-45%	Flue Dust	7%
		Cement	1.17-7%		

- b. The percent of Portland cement in the Cement-Dual Base and the percent of flue dust in the Flue Dust-Dual Base shall be to the exact proportion given above.
- c. The percent of Portland cement in the Cement-Tri-Base will range from 1.17-7%, with the actual proportion given in the CenterPoint Energy purchase order.
- d. The Portland cement or flue dust stabilized base courses shall not be mixed or placed when the air temperature is 40°F (or below) and falling.

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12.18 MIXING

- a. The cement, aggregate and water shall be thoroughly mixed in a pugmill type mixer approved by CenterPoint Energy.
- b. The plant shall be equipped with feeding and metering devices which will add the aggregate, cement or flue dust and water into the mixer in the specified quantities.
- c. The moisture content of the mixture shall be maintained between optimum moisture and two percentage points above optimum moisture to protect against dehydration during shipment.
- d. The optimum moisture content and desirable density shall be determined by the Texas Highway Department test Method Tex-114-E, latest revision, and checked in the field by the Nuclear Method.

12.19 CONSTRUCTION METHODS

- a. The Contractor shall apply the base in lifts of not more than 6" or less than 3".
- b. After each lift is spread, it shall be sprinkled and rolled to secure maximum compaction with succeeding layers placed similarly until the course is completed. The material shall be tamped with floats and/or rolled with a roller weighing not less than three (3) tons.
- c. All areas and "nests" of segregated coarse or fine material shall be corrected or removed and replaced with well-graded material, then be sprinkled as required and rolled until a uniform compaction is secured.
- d. All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and recompacting.
- e. When the uncompacted stabilized base mixture is wetted by rain so that at the time of final compaction the average moisture content exceeds the range specified in the test, the entire section shall be removed or additional stabilizer shall be added at the Contractor's expense.
- f. The stabilized base shall be compacted to a density of not less than 95 percent of compaction ratio density as established by the Standard Proctor Density Test. After completion of compaction, the surface that forms the ramp shall be thoroughly wetted and slush rolled to work sufficient mortar to the surface to provide a broom finish for the ramp.

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- g. Prior to each day's construction, a straight joint shall be formed by cutting back into the entire depth of completed work to form a true vertical face free of loose and shattered material.
- h. The stabilized base shall be protected against rapid drying for a period not less than three days.
- j. After the final course of the stabilized base is compacted, the surface shall be finished to grade and section by blading and shall be sealed with approved pneumatic tire or flat wheel rollers.
- k. The finished shape of the course shall be smooth and conform to the typical sections shown on plans, and to the established lines and grades. The surface shall be finished to a tolerance of 1/2 inch in ten (10) feet under a straight edge.
- l. Not more than two (20) hours shall elapse between the start of mixing and the time of starting the compaction of the stabilized base on the prepared subgrade.
- m. The compaction shall be completed within six (6) hours of the time water is added to the mixture.
- n. The CenterPoint Energy's Representative may at his/her option reject any stabilized material that is not in accordance with this specification.
- o. The Contractor shall erect and maintain sufficient barricades to prevent traffic on the newly paved area(s) for a period of 72 hours.

12.20 GRADING

- a. The Contractor shall surface grade the entire substation property including drainage facilities to provide a smooth finish and good drainage.
- b. In the event the paving installation is performed in two phases, the Contractor shall surface grade the substation area after each phase.
- c. When grading, it shall be the Contractor's responsibility to stay clear of power lines and structures. When pipes, septic tanks, or any other underground facilities have been installed prior to road and paving construction, care shall be taken to avoid damage during construction. If these structures are damaged due to the Contractor's negligence, they shall be replaced at his expense.

SPECIFICATION			
SHEET	34	of	35 SHEETS
SPEC ID	007	231	79

12.30 JOB COMPLETION

- a. The Contractor shall remove all debris, scrap material, broken asphalt or concrete and any other objectionable material.
- b. Private property that was damaged during construction shall be repaired, replaced or otherwise corrected at the Contractor's expense.
- c. The unpaved areas shall be sufficiently smooth to allow machine mowing and drainage of all areas.
- d. All clean-up work and surface grading shall be complete before the final inspection by the CenterPoint Energy's Representative.

SPECIFICATION			
SHEET	35	of	35 SHEETS
SPEC ID	007	231	79

Exhibit C

1. Contractor/Subcontractor Insurance. At all times during the term of this Agreement, Grantee shall cause its contractors to procure and maintain in full force and effect, at the contractor's sole expense, insurance of the following types and amounts, written by insurance companies satisfactory to Grantor having an A.M. Best's Rating of not less than "A- VII" and authorized to do business in the State of Texas.

- a. Workers' Compensation. Each contractor shall carry statutory workers' compensation insurance covering the contractor's employees in compliance with all requirements of the workers' compensation laws of the State of Texas.
- b. Employer's Liability. Grantee's contractors shall carry employer's liability insurance covering the contractor's operations and work under this Agreement or involving the Subject Property in an amount not less than the following:

Each Accident	\$1,000,000
Each Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

- c. General Liability. Each contractor shall carry general liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form (dated 2004 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, as respects all recreational use(s), operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than the following:

General Aggregate	\$ 2,000,000
Products Comp/Ops Aggregate	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- d. Automobile Liability. Each contractor shall carry commercial automobile liability insurance on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form (dated 2004 or thereafter) promulgated by the Insurance Services Office, on all owned or hired autos, as well as non-owned autos, in an amount not less than \$1,000,000 (combined single

limit), for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.

- e. Excess Liability. Each contractor shall carry excess liability insurance that follows the form of the underlying primary liability insurance required by Sections 21(b), 21(c), and 21(d), in an amount not less than \$10,000,000 per occurrence and \$10,000,000 in the aggregate, unless lower amounts for a contractor have been agreed to in writing by Grantor prior to work by the contractor.
- f. Deductibles. Any and all deductibles, or self-insured retentions, of all insurance policies required hereunder shall be assumed by, for the account of, and at the contractor's sole risk and expense, and shall not be billed to or payable by Grantor, or its direct and indirect subsidiaries and affiliates, including limited liability companies.
- g. Additional Insureds. The insurance required by this Section shall include Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, as additional insureds with respect to all recreational use(s), operations, and work under this Agreement or involving the Subject Property, as to the full limits of liability purchased by the contractor (including limits greater than the minimum limits required herein), and shall include language providing:
 - i. that such insurance applies separately to each insured against whom claim is made or suit is brought; and coverage to Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, no less broad than one or the other of the following alternatives: (a) the coverage afforded to the named insured under the policy with respect to the recreational use(s), operations, and work under this Agreement; or (b) the coverage afforded by the combination of Insurance Services Office Endorsements' CG 20 33 07 04 (entitled "Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You") and CG 20 37 07 04 (entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations"); and,
 - ii. that such insurance shall respond as primary insurance and shall not require contribution from any other insurance that may be maintained by Grantor, or its direct and indirect subsidiaries and affiliates, including limited liability companies.
- h. Waiver of Subrogation. The insurance required by this Section shall include full waivers of subrogation in favor of Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies.

- i. Certificates of Insurance. Each contractor shall furnish Grantor with certificates of insurance signed by the contractor's insurance agent, showing the contractor's procurement of the insurance required hereunder. Each such certificate shall accurately reflect insurance in place, shall be in a form satisfactory to Grantor, and shall contain language:
 - i. expressly and specifically referring to this Agreement;
 - ii. providing that thirty (30) days written notice (except ten (10) days written notice in the case of nonpayment of premium) shall be given to Grantor prior to cancellation of or material change in the coverage (and, the word "endeavor" or similar term used in the standard Accord form shall be stricken);
 - iii. confirming that Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, are additional insureds, as required by Section 21(g);
 - iv. confirming waiver of subrogation in favor of Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, as required by Section 21(h); and,
 - v. attaching the endorsement(s) by which Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, is made an additional insured, has a waiver of subrogation, and coverage is primary and non-contributing.

Grantee's contractors shall warrant and represent that each certificate of insurance furnished to Grantor is accurate and evidences contractor's procurement of the insurance required hereunder. Grantee's contractors shall provide Grantor with the written notice required by Section 21(i)(ii).

- j. Claims-Made Insurance. If the insurance required under this Section is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of the contractor's performance under this Agreement. All insurance as required by this section shall be primary to any other insurance coverage purchased and shall be issued by an insurer authorized to do business in the State of Texas having an A. M. Best's Rating of not less than "A- VII."
- k. Reinstatement of Impaired Limits. In the event that the required aggregate limits of liability of any insurance required by this section are reduced or impaired by fifty percent (50%) or more, the contractor shall give Grantor notice of the impairment and promptly cause such impaired limits to be reinstated to the required limits.

- l. Subcontractors' Insurance. Each contractor shall cause its subcontractors, including all persons hired by the contractor who are not employees of the contractor, who perform any part of the work hereunder, to: (i) procure and maintain in full force and effect insurance of the types and amounts, and meeting the requirements described in Sections 21(a), 21(b), 21(c), 21(d) and 21(e), and (ii) comply with Sections 21(g), 21(h), 21(i), 21(j), 21(k), and 21(m).
 - m. Term of Required Insurance. All terms of these insurance requirements shall survive termination of this Agreement and shall continue until thirty (30) days past the final completion of all work or operations performed under this Agreement, including the performance of any warranty work. In addition, each contractor shall maintain in full force and effect completed operations coverage under the insurance policies required by general liability and excess liability, and any "claims-made" coverage under Section 21(j), for a minimum of two (2) years after final completion of all work or operations hereunder. Each contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
 - n. No Waiver by Grantor. A contractor's failure to provide insurance as required hereunder, or failure to supply certificates of insurance that comply with Section 21(i), or the failure of Grantor to require evidence of insurance or to notify Grantee or contractor of any breach of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by Grantor of any of the these insurance requirements, or a waiver of any other terms and conditions of this Agreement, including the contractor's and the Grantee's obligations to defend, indemnify, and hold harmless Grantor as required herein.
 - o. Policy Requirements. The foregoing insurance requirements are minimum requirements intended to benefit Grantor, shall not be interpreted to limit the Grantee's or contractor's liability to Grantor in any manner whatsoever; and, are separate from and independent of Grantee's or contractor's other obligations under this Agreement, including the obligations to defend, indemnify and hold harmless Grantor.
2. Grantee Insurance. At all times during the term of this Agreement, Grantee shall procure and maintain in full force and effect, at Grantee's sole expense, insurance of the following types and amounts, written by insurance companies satisfactory to Grantor having a Standard and Poor's Rating of not less than "A" and authorized to do business in the State of Texas.
 - a. Workers' Compensation. Grantee shall carry statutory workers' compensation insurance covering the Grantee's employees in compliance with all requirements of the workers' compensation laws of the State of Texas.
 - b. Employer's Liability. Grantee shall carry employer's liability insurance covering the Grantee's operations and work under this Agreement or involving the Subject Property in an amount not less than the following:

Each Accident	\$1,000,000
Each Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

- c. General Liability. Grantee shall carry general liability insurance on a form no less broad than the coverage provided by a “Commercial General Liability Insurance” form (dated 2004 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, as respects all recreational use(s), operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than the following:

General Aggregate	\$ 2,000,000
Products Comp/Ops Aggregate	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- d. Automobile Liability. Grantee shall carry commercial automobile liability insurance on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form (dated 2004 or thereafter) promulgated by the Insurance Services Office, on all owned or hired autos, as well as non-owned autos, in an amount not less than \$1,000,000 (combined single limit), for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.
- e. Excess Liability. Grantee shall carry excess liability insurance that follows the form of the underlying primary liability insurance required by Sections 22(b), 22(c), and 22(d), in an amount not less than \$10,000,000 per occurrence and \$10,000,000 in the aggregate.
- f. Deductibles. Any and all deductibles, or self-insured retentions, of all insurance policies required hereunder shall be assumed by, for the account of, and at the contractor’s sole risk and expense, and shall not be billed to or payable by Grantor, or its direct and indirect subsidiaries and affiliates, including limited liability companies.
- g. Additional Insureds. The insurance required by this Section shall include Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, as additional insureds with respect to all recreational use(s), operations, and work under this Agreement or involving the Subject Property, as to the full limits of liability purchased by the contractor (including limits greater than the minimum limits required herein), and shall include language providing:

- i. that such insurance applies separately to each insured against whom claim is made or suit is brought; and coverage to Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, no less broad than one or the other of the following alternatives: (a) the coverage afforded to the named insured under the policy with respect to the recreational use(s), operations, and work under this Agreement; or (b) the coverage afforded by the combination of Insurance Services Office Endorsements' CG 20 33 07 04 (entitled "Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You") and CG 20 37 07 04 (entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations"); and,
 - ii. that such insurance shall respond as primary insurance and shall not require contribution from any other insurance that may be maintained by Grantor, or its direct and indirect subsidiaries and affiliates, including limited liability companies.
- h. Waiver of Subrogation. The insurance required by this Section shall include full waivers of subrogation in favor of Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies.
- i. Certificates of Insurance. Grantee shall furnish Grantor with certificates of insurance signed by the contractor's insurance agent, showing the contractor's procurement of the insurance required hereunder. Each such certificate shall accurately reflect insurance in place, shall be in a form satisfactory to Grantor, and shall contain language:
 - i. expressly and specifically referring to this Agreement;
 - ii. providing that thirty (30) days written notice (except ten (10) days written notice in the case of nonpayment of premium) shall be given to Grantor prior to cancellation of or material change in the coverage (and, the word "endeavor" or similar term used in the standard Accord form shall be stricken);
 - iii. confirming that Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, are additional insureds, as required by Section 22(g);
 - iv. confirming waiver of subrogation in favor of Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, as required by Section 22(h); and,
 - v. attaching the endorsement(s) by which Grantor, including its direct and indirect subsidiaries and affiliates, including limited liability companies, is made an additional insured, has a waiver of subrogation, and coverage is primary and non-contributing.

Grantee shall warrant and represent that each certificate of insurance furnished to Grantor is accurate and evidences contractor's procurement of the insurance required hereunder. Grantee shall provide Grantor with the written notice required by Section 22(i)(ii).

- j. Claims-Made Insurance. If the insurance required under this Section is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of the contractor's performance under this Agreement. All insurance as required by this section shall be primary to any other insurance coverage purchased and shall be issued by an insurer authorized to do business in the State of Texas having an A. M. Best's Rating of not less than "A- VII."
- k. Reinstatement of Impaired Limits. In the event that the required aggregate limits of liability of any insurance required by this section are reduced or impaired by fifty percent (50%) or more, the contractor shall give Grantor notice of the impairment and promptly cause such impaired limits to be reinstated to the required limits.
- l. Term of Required Insurance. All terms of these insurance requirements shall survive termination of this Agreement and shall continue until thirty (30) days past the final completion of all work or operations performed under this Agreement, including the performance of any warranty work. In addition, each contractor shall maintain in full force and effect completed operations coverage under the insurance policies required by general liability and excess liability, and any "claims-made" coverage under Section 22(j), for a minimum of two (2) years after final completion of all work or operations hereunder. Each contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
- m. No Waiver by Grantor. A contractor's failure to provide insurance as required hereunder, or failure to supply certificates of insurance that comply with Section 22(i), or the failure of Grantor to require evidence of insurance or to notify Grantee or contractor of any breach of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by Grantor of any of the these insurance requirements, or a waiver of any other terms and conditions of this Agreement, including the contractor's and the Grantee's obligations to defend, indemnify, and hold harmless Grantor as required herein.
- n. Policy Requirements. The foregoing insurance requirements are minimum requirements intended to benefit Grantor, shall not be interpreted to limit the Grantee's or contractor's liability to Grantor in any manner whatsoever; and, are separate from and independent of Grantee's or contractor's other obligations under this Agreement, including the obligations to defend, indemnify and hold harmless Grantor.

FIELD CHANGE ORDER APPROVAL AGREEMENT

PROJECT

NAME: _____ PNO#: _____
Found in Section VIII. NOTICES, Item A.

JOB #: _____ PARCEL # _____

Related Survey Drawing Number form EXHIBIT "A"

Must attach (1) illustration alignment change; (2) detailed description of FIELD CHANGE ORDER; or (3) deviation to Grantor's Construction Specification contained within EXHIBIT "B"

Grantor's /CNP Transmission Approver:

_____, Date _____

Grantee's Project Manager / Field Engineer:

_____, Date _____

Grantee's Survey Company

_____, Date _____

Grantee's Contractor / Installer

_____, Date _____

**THIS CHANGE ORDER FORM MUST BE SUBMITTED WITH AS-BUILT
SURVEYS TO CENTERPOINT'S SURVEY & ROW DEPARTMENT
WITHIN 45 DAYS OF THE ABOVE DATE**