

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM

This Addendum ("Addendum") is made and entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the state of Texas, and CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC ("Utility") a company authorized to conduct business in the state of Texas. County and Utility may be referred to individually as a "Party" or collectively as the "Parties."

Terms

1. **Modification and Conflict.** This Addendum modifies and supplements the Facilities Extension Agreement between County and Utility (the "Agreement") for the distribution line extension under Work Order No. 115925771. The Parties agree that if there is any conflict between this Addendum and the attached Agreement, the terms of this Addendum shall control.
2. **Compensation and Payment.** Any compensation and payment made by County for any services provided by Utility under the Agreement shall be made in accordance with Section 2251.021 of the Texas Government Code as follows: Utility shall submit to County one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with the Agreement and forward the same to the County Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. Accrual and payment of interest on overdue payments assessed by Utility, if any, shall be governed by Section 2251.025 of the Texas Government Code.
3. **Limit of Appropriation.** Utility understands and agrees that the Maximum Compensation for the performance of services provided by Utility under the Agreement is \$26,190.00. In no event shall the amount paid by County under the Agreement exceed the Maximum Compensation without a County approved change order.
4. **Insurance.** Prior to the commencement of any services provided by Utility under the Agreement, Utility shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Utility shall maintain such insurance coverage from the time Services commence until Services are completed and provided replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. Utility shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the state of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Utility shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Utility warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

- 5. **No Waiver of Immunity.** Neither the execution of the Agreement nor any other conduct of either party relating to the Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
- 6. **Venue and Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Texas and exclusive venue of any claim or legal action by Utility against County arising out of or relating to the subject matter of the Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
- 7. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Utility hereby verifies that Utility and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and the Agreement has a value of \$100,000.00 or more, Utility does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and the Agreement has a value of \$100,000.00 or more, Utility does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and the Agreement has a value of \$100,000.00 or more, Utility does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
8. **Human Trafficking.** BY ACCEPTANCE OF THE AGREEMENT, UTILITY ACKNOWLEDGES THAT COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
9. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute the Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS



Brooke Lindemann,
Interim Purchasing Agent

6/25/25
Date

**CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC**

Chanda R.L. Mascoll
Authorized Agent – Signature


Chanda Mascoll
Authorized Agent- Printed Name

Service Consultant
Title

6/19/2025
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$24,190.00 are available to pay the obligation of Fort Bend County, Texas within the Agreement.


Robert Ed Sturdivant, County Auditor



Please make check payable to:

CenterPoint Energy

Attn: Service Delivery Admin Coordinator

935 Highway 90 Alt, Rosenberg Tx 77485

c/o CHANDA MASCOLL

INVOICE

Customer Info:

Name:	CLAUDE MARSHALL				
Address:	1419 EUGENE HEIMANN CIRCLE				
City:	RICHMOND	State:	TX	Zip	77469
Phone:	281-512-0292				
Email:	cmarshall@huitt-zollars.com				
CNP Representative:	Chanda Mascoll			281-341-4909	

Description		W/O #	Total
1	DISTRIBUTION LINE EXTENSION	115925771	\$26,190.00
2			
3			
4			
5			
			\$26,190.00

PLEASE MAIL PAYMENT TO THE ABOVE ADDRESS.
Processing of check may be delayed without the return of this invoice.

Make all checks payable to: *CenterPoint Energy*

Please send a copy of this invoice along with the check. Charges good for 1 year from date of invoice.

Payment is required prior to release of construction work order.

If you have any questions concerning this invoice, please contact your CNP Representative at number above.

Thank you for using CenterPoint Energy

Chapter 6: Company Specific Items

Sheet No. 6.24

Page 1 of 2

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

6.3.1.1 FACILITIES EXTENSION AGREEMENT FOR DISTRIBUTION VOLTAGE FACILITIES

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

This Agreement covers the facilities extension to Retail Customer location at _____
1419 EUGENE HEIMANN CIRCLE RICHMOND TX 77469

The Company agrees to accept payment of \$26,190.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: W/O#11419712-CUSTOMER TO PAY FOR DISTRIBUTION LINE EXTENSION

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

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

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

Chapter 6: Company Specific Items

Sheet No. 6.24

Page 2 of 2

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

CNP 8038

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

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

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

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

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

CenterPoint Energy Houston Electric, LLC

Retail Customer

By Chanda R.L. Mascoll

By _____

Chanda Mascoll

(name printed or typed)

(name printed or typed)

Title Service Consultant

Title _____

Date 4/29/2025

Date _____

SHORT FORM BLANKET 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, Fort Bend County, Texas, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, a perpetual **blanket** easement, hereinafter referred to as the "Easement", for electric distribution facilities and related communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", located on, over, under and across the following described lands owned by Grantor, ("Grantor's Property"), to wit: additional

That certain 5.764-acre tract of land situated in the Jane H. Long Survey, Abstract 55, Fort Bend County, Texas, being the same property described in a deed from Clifford J. Vacek et al to Fort Bend County, Texas, dated February 11, 2016 and filed for record under County Clerk's File No. 2016014786 in the Official Public Records of said County and State, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward, hereinafter collectively referred

to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easement adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not located adjacent to property lines);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided

that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or

assigns in order to be deemed valid.

EXECUTED this _____ day of _____, 2025.

Fort Bend County, Texas

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____ }

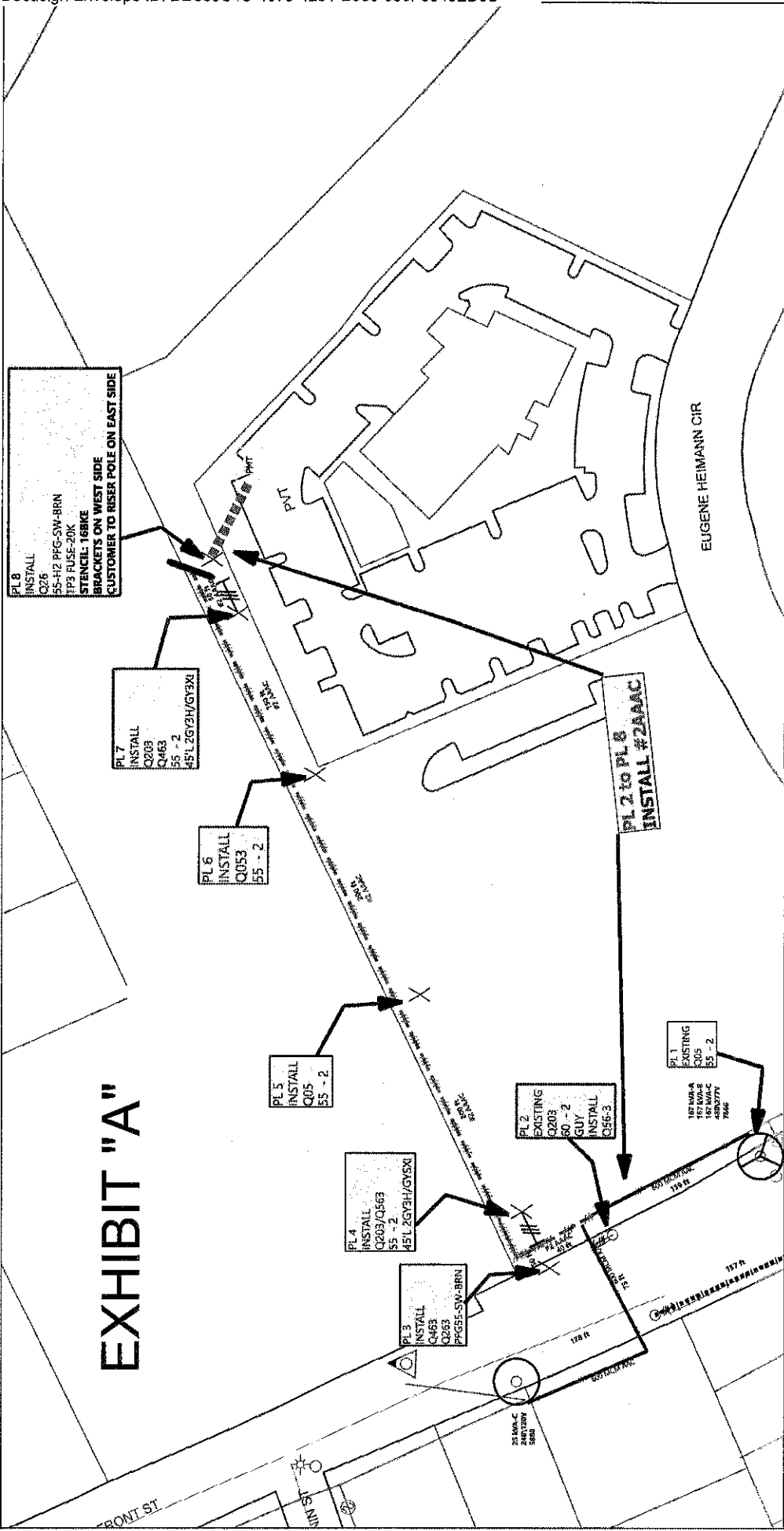
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of Fort Bend County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said county.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary's Signature

Name typed or printed

Commission Expires



CENTERPOINT ENERGY				
WORK ORDER #	MAIN WORK CENTER	ORDER TYPE	MAINT ACCT TYPE	FUNCTIONAL LOCATION
115925771	Fort Bend	HDC1	64	DIS-012775-OVH
ADDRESS: 1419 EUGENE HEIMANN CIR RICHMOND TX 77469-3618				
CONSULTANT		GLN	CIRCUIT ID	NOTES: INSTALL (1)PFG 55-2; (1)PFG 55-H2(4)55
PHONE NUMBER	MOBILE NUMBER	4449725880	CRB41	INSTALL TP-16BKE FUSE
DATE REQUESTED	FIELD TECH	KEY MAP	605H	CUSTOMER TO RISER POLE
2/2025	FIELD COMPLETION DATE			
SCALE: 1" = 121			DDS DESIGN	

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE me the undersigned authority on this day personally appeared

_____ the _____

of Fort Bend County, Texas, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 5.764-acre tract of land situated in the Jane H. Long Survey, Abstract 55, Fort Bend County, Texas, being the same property described in a deed from Clifford J. Vacek et al to Fort Bend County, Texas, dated February 11, 2016 and filed for record under County Clerk's File No. 2016014786 in the Official Public Records of said County and State.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this ____ day of ____, 2025.

Fort Bend County, Texas

BY: _____
Signature

Title

Name typed or printed

SUBSCRIBED and SWORN before me this ____ day of ____, 2025.

Notary's Signature

Name typed or printed

Commission Expires

**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**