

The Attached Centerpoint Right of Entry has been reviewed by this office and discussed with Mark Davis of Property Acquisition Services. He has indicated that the provisions contained in the ROE are acceptable to the County. I have reviewed this document as to form only and is approved as such

WKK ✓

~~6/17/09~~

9/17/09

Agenda Dates 7/7/09

~~5/12/09 ReApproved~~

~~1/200 just forward~~

~~Ch. 121~~

7-7-09
AGENDA ITEM
35 B 1)



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

May 21, 2009

County of Fort Bend, Texas
c/o Raymond Johnson, Acquisition Agent
Property Acquisitions Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479

RE: Right of Entry to Fort Bend County for the Proposed widening of Katy Flewellen Road along the frontage of CenterPoint Energy Houston Electric, LLC's 114-5 Flewellen Freeman Null Transmission Fee Right of Way ;PNO No. 114-08-0284; Map No. A259; R/W Job No. 68907 CNP Parcel Number A259-G03 & Fort Bend Parcel Number 2 the Katy Flewellen Road Expansion Project

Gentlemen:

CenterPoint Energy Houston Electric, LLC (hereinafter referred to as "Grantor") has completed its review of the information received regarding the proposed widening of Katy Flewellen Road along the frontage of the above referenced electric transmission fee right of way. Based on the information provided, Grantor will pose no objections to the granting of the rights necessary for the proposed roadway installation. However, the granting is subject to the agreement of the County of Fort Bend, Texas (hereinafter referred to as "Grantee") to the following:

1. Grantee hereby binds itself, its successors, assigns, agents, contractors and subcontractors to adhere to the specifications outlined in the following attachment as they apply to construction of this roadway near Grantors power lines:
 - a) "Specifications for Construction on CenterPoint Energy Property" #007-231-79"
2. Grantee agrees to assume responsibility, to the extent allowed by law, for unforeseen damages to Grantor's existing facilities when such damage is caused by or is in any way connected with the roadway installation.
3. Grantee, his agent or contractor, shall have at the construction site a copy of this signed agreement or letter of authority to perform work and/or operate equipment on Grantor's property.
4. This permission and subsequent property rights to be granted is for one tract, (parcel 2) which totals 0.1308 of one acre (5,696 square feet) parcel of land situated in the James Conner Survey, Abstract 157 and in the E.P. Everett Survey, Abstract 385 for the widening and construction of Katy Flewellen roadway along Grantor's Transmission Right of Way Property, together with the rights of ingress and egress to remove, repair, maintain and inspect said roadway at the location which has been submitted and approved by Grantor, as shown on the attached sketches labeled Exhibits "A" and described in the metes and bounds description labeled Exhibit "B" attached hereto and made a part hereof. If any alterations are

required they must be approved by Grantor prior to construction and an approved revised description must be submitted.

5. Grantee agrees that the existing twenty-five-(25') foot wide driveway access will be rebuilt in kind to the new pavement section.
6. The subject roadway shall be installed within the proposed area granted by Grantor. If at a later date the roadway is found to be outside of its approved location, then Grantee will, agree to purchase, remove or mitigate the damage to the property.
7. Grantee agrees to contact Grantor's Transmission Engineer, Mr. Dennis R. Klare, his successor or assign, phone number (713) 207-6481, at least seven (7) days prior to entry upon the property and before beginning ANY TYPE of work to arrange for inspections. Please refer to PNO # 114-08-0284. Grantee shall give the name and telephone number of Fort Bend County representative responsible for the construction activities to insure preliminary and final inspection of Grantor's structures and properties. Grantor shall reserve the right of inspection of operations, equipment and materials at any time during the work that is taking place on CenterPoint Energy property.

Grantor also requires that Grantee call the Texas One Call System, as required by law, at 1-800-669-8344 to locate any underground facilities at least 48 hours prior to construction, excluding weekends and holidays.

8. Grantee its successors, assigns and subcontractors shall abide by all local, state and federal codes for operating equipment within the areas of high voltage power lines, including Chapter 752 of the Texas Health and Safety Code. Grantor also requires that no equipment or material shall be permitted at a height greater than 15 feet above natural ground elevation, when in close proximity of high voltage lines. Cranes, backhoes, lifts, etc., shall be blocked so that operators shall not exceed this height. Contact Mr. Dennis R. Klare at 713 207-6481 with concerns. The operation of equipment closer to Grantor's conductors than allowed for safe operations shall be considered as grounds by Grantor's inspector to have corrective actions implemented immediately or construction activity must be stopped in the vicinity of the power or gas lines.
9. Under no circumstances shall the natural drainage pattern of Grantor's property be blocked by construction unless appropriate remedial measures are taken beforehand. After construction, the working area shall be graded so that Grantor's property shall drain properly. Any excess materials are to be removed from the property as directed by Grantor. All trash or any other objectionable materials shall be removed from the property by Grantee. Grantee cannot use Grantor's property as a staging area without the prior written consent of Grantor.
10. Grantee agrees to restore Grantor's adjacent property and any ditches, swales or culverts, to its original condition or better. If it is so required by Grantor's inspector to prevent erosion, Grantee shall grade and seed the area with Bermuda grass seed 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 urea form.

11. Grantee shall assume the responsibility for notifying all parties having an interest on, under or above the subject property and/or right-of-way. These parties' rights shall be observed; however, Grantor's construction requirements shall be adhered to as a minimum.
12. The total consideration for this grant has been determined and agreed upon by both parties to be \$29,756.00 for the purchase of the fee title to the property. Grantor however must submit this conveyance to its Corporate Board of Directors to approve the sale of fee interest to the County. In the unlikely event that the Board does not approve the sale of this property due to pending studies or other concerns of the Board of Directors then instead of fee title a road easement will be granted to the County for the roadway taking at 70% of the above fee amount. The County shall secure its rights to the property/easement by making a deposit in the amount of \$22,317.00 with the return of this agreement with the remainder of the consideration due from Fort Bend County within 20 days upon the delivery of the warranty deed or easement instrument for this roadway conveyance.
13. Grantor herein retains for itself, its successors and assigns, the right to fully use the area to install its distribution power and gas lines in a normal roadway configuration which does not unreasonably interfere with rights to be granted to Grantee.
14. Grantor, its successors and assigns also reserves all rights to the oil, gas and minerals under the property to be conveyed provided that developing or producing the oil, gas and other minerals in and under the area is by directional drilling or mining under the area from well sites or facilities located on tracts other than the roadway area.
15. Grantor retains ownership of the power or gas facilities within the proposed grant.
16. If Grantee, its successors and assigns shall at any time fail or refuse to comply with or carry out any of the conditions herein contained and such failure or refusal shall continue for a period of 30 days after written demand for such performance or compliance, Grantor may, at its election, revoke this agreement.

If all of the above conditions are not fulfilled and/or this agreement is not executed and returned within 60 days of the above date, this agreement shall become null and void. If the foregoing terms and conditions are acceptable, please have an appropriate Fort Bend County representative sign the agreement. Return both original copies of the agreement and a check made payable to CenterPoint Energy Houston Electric, LLC in the amount of \$22,317.00, thereby indicating acceptance of the terms herein contained. Take care to have the signature properly notarized in the acknowledgement statement provided. Upon return of both executed originals of the agreement and said deposit, a CenterPoint Energy representative will fully execute both original copies of the agreement.

County of Fort Bend
May 21, 2009
Page 4

One fully executed copy of the agreement will be forwarded to you for your records. Grantee may notify Grantor's representative of its intent and may begin construction on Grantor's property and/or rights-of-way.

Yours truly,
CENTERPOINT ENERGY HOUSTON ELECTRIC
LLC, a Texas Limited Liability Company

Kevin A Meals
Manager Survey & Right of Way
Being Agent and Attorney in Fact

ACCEPTED AND AGREED

This 21 day of ~~May~~ ^{September}, 2009

The County of Fort Bend, Texas

Title: County Judge

Signature: *Robert Hebert*

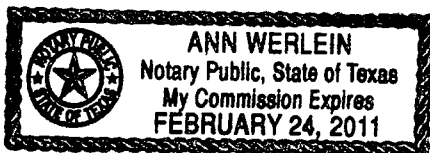
Print Name: Robert Hebert

STATE OF TEXAS }

COUNTY OF FORT BEND }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert Hebert, being County Judge 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 he 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 21 day of ~~May~~ ^{September}, 2009.



Ann Werlein
Notary Public in and for the State of Texas

County of Fort Bend
May 21, 2009
Page 5

STATE OF TEXAS }

COUNTY OF HARRIS }

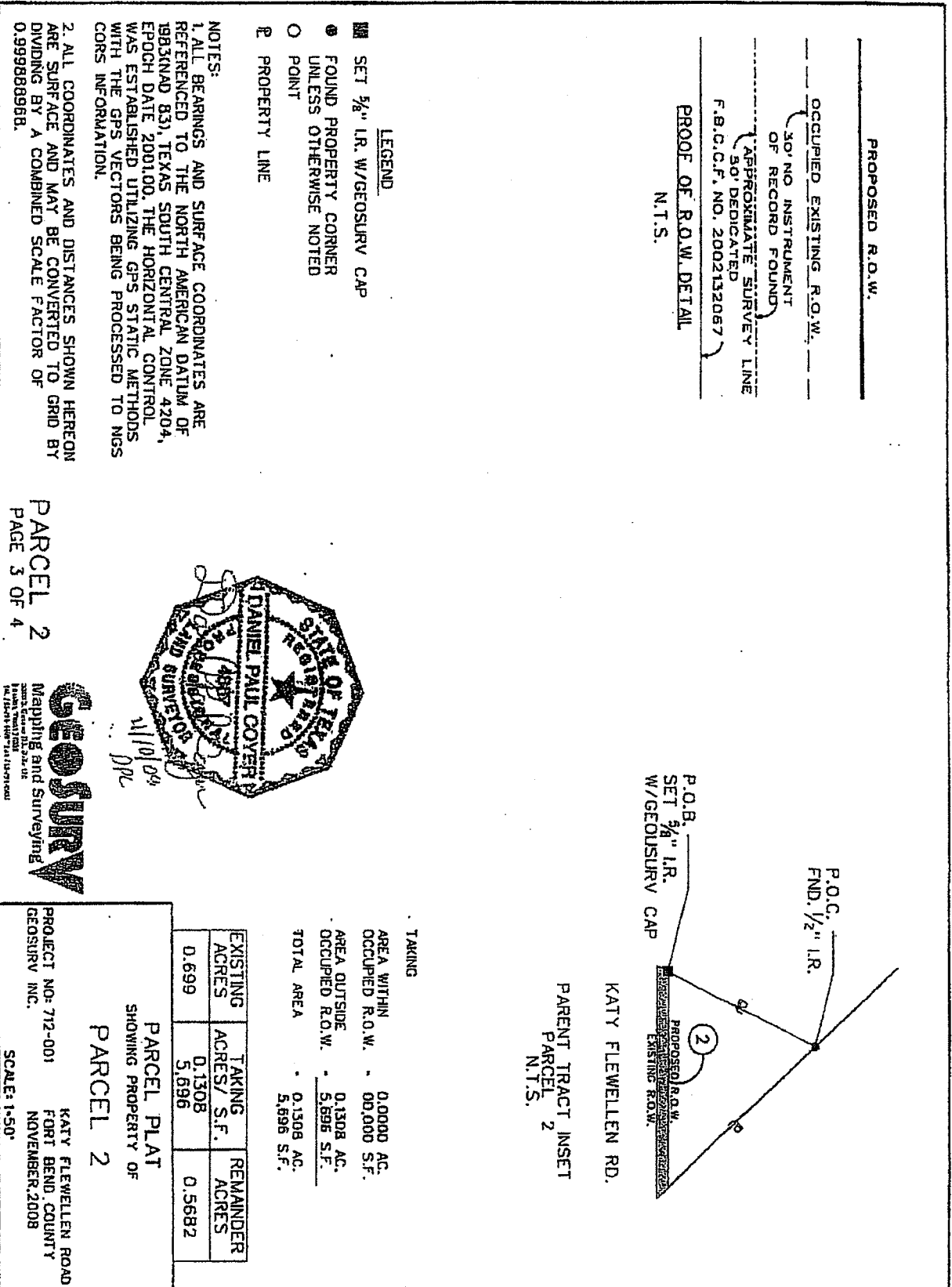
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kevin A. Meals, Manager Survey & Right of Way, being Agent and Attorney in Fact of CenterPoint Energy Houston Electric, LLC, a Texas limited liability company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of May, 2009.

Notary Public in and for the State of Texas

Attachment

EXHIBIT "A"



PROPOSED R.O.W.

OCCUPIED EXISTING R.O.W.

30' NO INSTRUMENT
OF RECORD FOUND

APPROXIMATE SURVEY LINE
30' DEDICATED

F.B.C.C.F. NO. 2002132067

PROOF OF R.O.W. DETAIL

N.T.S.

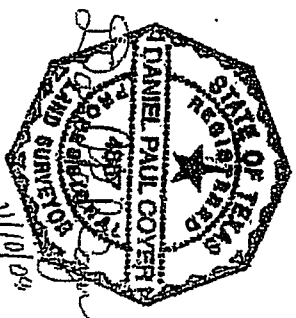
LEGEND

- SET 3/4" I.R. W/GEOSURV CAP
- FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- POINT
- ℙ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888988.

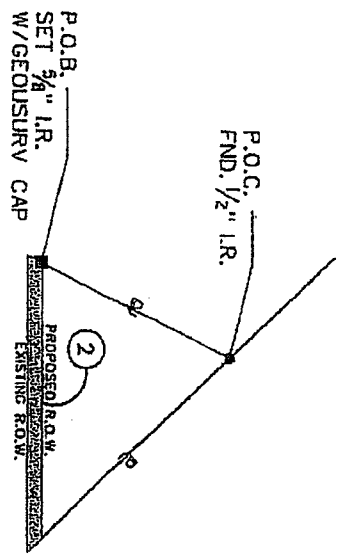


11/10/08
DPC

PARCEL 2
PAGE 3 OF 4



14-12-01-1000-114-112-01-000



KATY FLEWELLEN RD.
PARENT TRACT INSET
PARCEL 2
N.T.S.

TAKING

AREA WITHIN OCCUPIED R.O.W. - 0.0000 AC.
00.000 S.F.

AREA OUTSIDE OCCUPIED R.O.W. - 0.1308 AC.
5.696 S.F.

TOTAL AREA - 0.1308 AC.
5.696 S.F.

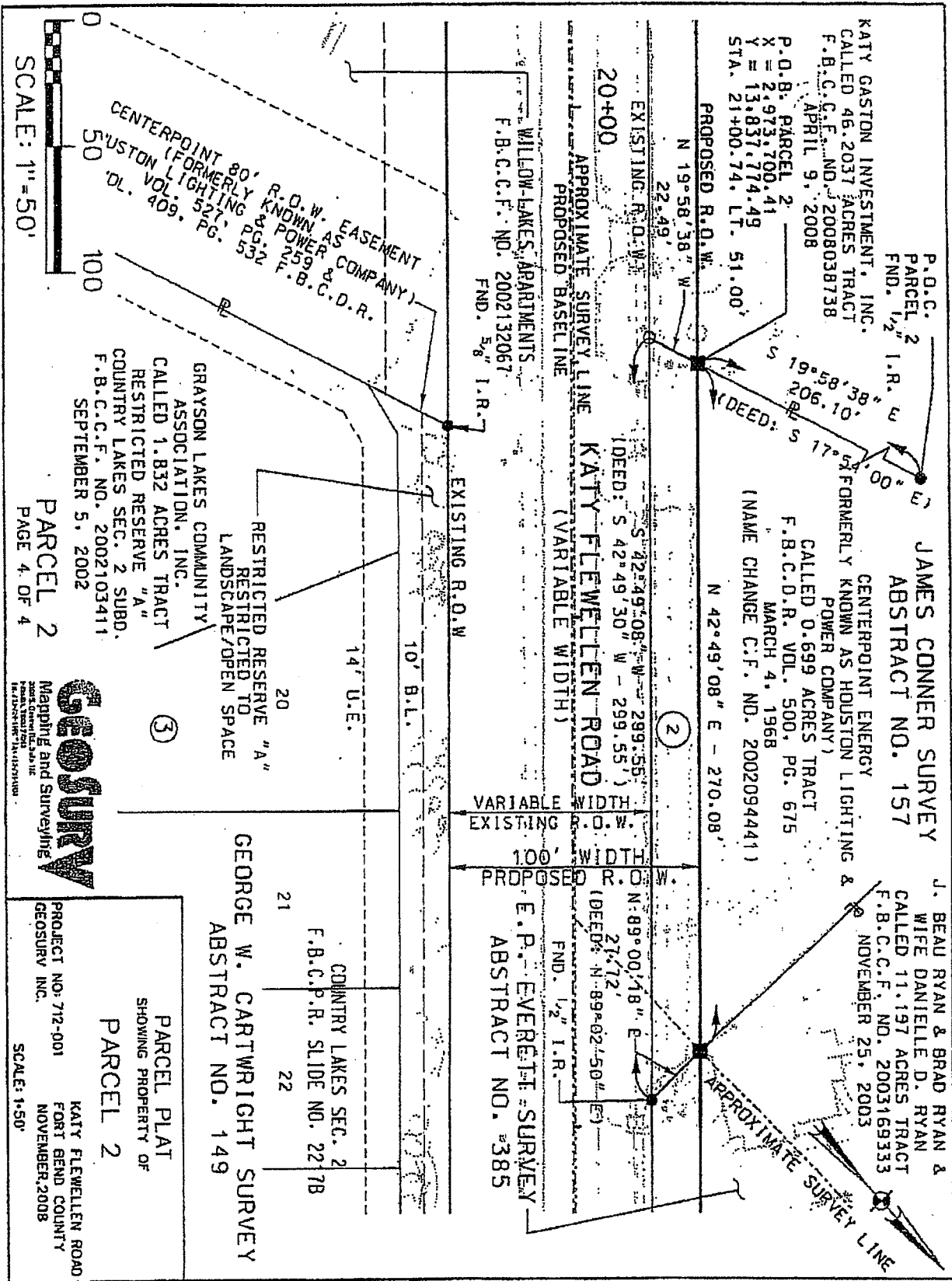
EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
0.699	0.1308 5,696	0.5682

PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 2

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'



P.O.C.
PARCEL 2
FND. 1/2" I.R. E

JAMES CONNER SURVEY
ABSTRACT NO. 157

J. BEAU RYAN & BRAD RYAN &
WIFE DANIELLE D. RYAN
CALLED 11.197 ACRES TRACT
F.B.C.C.F. NO. 2003169333
NOVEMBER 25, 2003

KATY GASTON INVESTMENT, INC.
CALLED 46.2037 ACRES TRACT
F.B.C.C.F. NO. 2008038738
APRIL 9, 2008

CENTERPOINT ENERGY
FORMERLY KNOWN AS HOUSTON LIGHTING &
POWER COMPANY)
CALLED 0.699 ACRES TRACT
F.B.C.D.R. VOL. 500, PG. 675
MARCH 4, 1968
(NAME CHANGE C.F. NO. 2002094441)

P.O.B. PARCEL 2
X = 2,973,700.41
Y = 13,837,774.49
STA. 21+00.74, LT. 51.00'

PROPOSED R.O.W.

N 19° 58' 38" W

22.49'

(2)

N 42° 49' 08" E - 270.08'

20+00

EXISTING R.O.W.
APPROXIMATE SURVEY LINE
PROPOSED BASELINE

KATY FLEWELLEN ROAD
(VARIABLE WIDTH)

WILLOW LAKES APARTMENTS
F.B.C.C.F. NO. 2002132067
FND. 5/8" I.R.

EXISTING R.O.W.

10' B.L.

VARIABLE WIDTH
EXISTING 100' WIDTH
PROPOSED 100' WIDTH

E.P. EVERETT SURVEY
ABSTRACT NO. 385

N 89° 00' 18" E
27.72'
(DEED: N 89° 02' 50" E)
FND. 1/2" I.R.

APPROXIMATE SURVEY LINE

80' R.O.W. EASEMENT
(FORMERLY KNOWN AS
POWER & COMPANY)
VOL. 527, PG. 259
DL. 409, PG. 532
F.B.C.D.R.

GRAYSON LAKES COMMUNITY
ASSOCIATION, INC.
CALLED 1.832 ACRES TRACT
RESTRICTED RESERVE "A"
COUNTRY LAKES SEC. 2 SUBD.
F.B.C.C.F. NO. 2002103411
SEPTEMBER 5, 2002

RESTRICTED RESERVE "A"
RESTRICTED TO
LANDSCAPE/OPEN SPACE

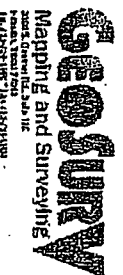
(3)

GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149

COUNTRY LAKES SEC. 2
F.B.C.P.R. SLIDE NO. 22 7B
21 22

SCALE: 1"=50'

PARCEL 2
PAGE 4 OF 4



PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 2
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
PROJECT NO: 712-001
GEOSURV INC.
SCALE: 1"=50'

EXHIBIT " B "

November 2008
Parcel 2
Page 1 of 4

EXHIBIT _____

County: Fort Bend
Road: Katy-Flewellen
Project Limits: Katy-Gaston to Greenbusch

PROPERTY DESCRIPTION OF PARCEL 2

Being a 0.1308 of one acre (5,696 square feet) parcel of land situated in the James Conner Survey, Abstract 157 and in the E.P. Everett Survey, Abstract 385 in Fort Bend County, Texas, being out of a called 0.699 of one acre tract of land conveyed to CenterPoint Energy (formerly known as Houston Power and Lighting Company) as described by deed recorded in Volume 500, Page 675 of the Deed Records of Fort Bend County, Texas, dated March 4, 1968, said 0.1308 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 1/2-inch iron rod found for the westerly corner of said called 0.699 of one acre tract and being the northeasterly corner of a called 46.207 acre tract of land as described by deed filed under Clerk's File Number 2008038738 of the Official Public Records of Real Property of Fort Bend County, Texas, dated April 9, 2008;

THENCE, South 19°58'38" East (called: South 19°55'50" East) along the common line between said called 0.699 of one acre tract and said called 46.207 acre tract, a distance of 206.10 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the southwest corner and POINT OF BEGINNING of the herein described parcel;

- 1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 270.08 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southerly line of a called 11.197 acre tract of land as described by deed filed under Clerk's File Number 2003169333 of the Official Public Records of Real Property of Fort Bend County, Texas, dated November 25, 2003, being on the northerly line of said called 0.699 of one acre tract and being the northwesterly corner of the herein described parcel;
- 2.) THENCE, North 89°00'18" East (called: North 89°02'50" East) along the common line between said called 0.699 of one acre tract and called 11.107 acre tract, a distance of 27.72 feet to a 1/2-inch iron rod found for corner, being on the existing northwesterly right-of-way line of said Katy-Flewellen Road (80-foot width, F.B.C.C.F No. 2002132067 plat, F.B.C.P.R. Slide No. 2217B plat and a portion where no instrument of record was found), being the southeasterly corner of said called 11.197 acre tract, being the northeasterly corner of said called 0.699 of one acre tract and being the northeasterly corner of the herein described parcel;

EXHIBIT _____

- 3.) THENCE, South 42°49'08" West (called: South 42°49'30" West, 299.55 feet) along said existing northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 299.55 feet to a point for corner, being the northeasterly corner of aforementioned called 46.2037 acre tract, being the southeasterly corner of said called 0.699 of one acre tract and being the southeasterly corner of the herein described parcel;
- 4.) THENCE, North 19°58'38" West (called: South 19°55'50" East) along the common line between said called 46.207 acre tract and said called 0.699 of one acre tract, a distance of 22.49 feet to the POINT OF BEGINNING and containing an area of 0.1308 of one acre (5,696 square feet) of land.


This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

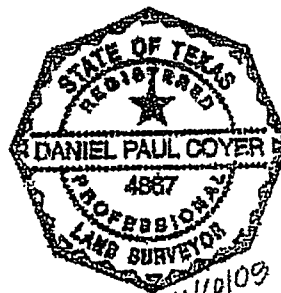
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,973,700.41 and Y=13,837,774.49.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.



Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



SPECIFICATION FOR CONSTRUCTION
ON
CENTERPOINT ENERGY PROPERTY

REFERENCE DRAWINGS:

CenterPoint Energy TRANSMISSION STANDARDS MANUAL
 Drawing # 006-224-03
 006-203-01
 006-203-02
 006-203-04
 006-203-07

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

Note: All Reference Drawings and Specifications are located in the CenterPoint Energy Transmission Operations Library.

CenterPoint Energy HOUSTON, TEXAS										
						WRITTEN	07/03/86	B. H. Wigton		
						CHECKED	07/03/86	RDT/RNM		
						APPROVED	07/03/86	R. E. Boucher		
Sheet 1 of 19										
NO.	DATE	ITEMS REVISED	BY	CH	APP	SPEC ID.		007	231	79

5	02/18/08	Revised all, Split Sec. 9	LRS	LRS	MJP					
4	05/05/03	Revised all Sections	LRS	LRS	MJP					

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1.0 SCOPE

1.1 This specification covers the requirements that a Grantee/Contractor shall adhere to when performing work on the property of CenterPoint Energy.

1.2 At the time of this revision, the active Company Representatives for the Transmission Operations Department, Reliability Analysis & Technical Support Division are:

Mr. Dennis R. Klare

Office 713-207-6481

Cell 713-825-3353

Mr. Lee R. Stoerner

Office 713-207-6480

Cell 713-906-5473

Office Fax 713-207-9122

2.0 DEFINITIONS

2.1 COMPANY - CenterPoint Energy Houston Electric, LLC

2.2 COMPANY REPRESENTATIVE - The person or persons designated in the Agreement to inspect the work performed on Company Property.

2.3 COMPANY 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.

2.4 AGREEMENT - The written contract, letter agreement, or document by which the Company formally authorizes the use of its property by an outside party.

2.5 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.

2.6 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.

2.7 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

- 3.1 The following General Requirements in this section are applicable to a Grantee/Contractor requesting permission to perform construction work on Company Property. The Special Requirements in other sections apply in addition to these General Requirements.
- 3.2 Any violation of the requirements contained herein shall be considered as grounds, by the Company Representative, to stop the construction until corrective actions are taken.
- 3.3 No work shall be performed on Saturdays, Sundays or holidays on Company Property unless approved by the Company Representative forty-eight (48) hours in advance.
- 3.4 The Grantee/Contractor shall furnish to the Company 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.
- 3.5 Upon project completion, the Grantee/Contractor shall return Company Property to its original condition or better, including roads, fences, and gates.
- 3.5.1 The Grantee/Contractor shall grade Company Property to a smooth finish, and all excess material shall be either removed from, or distributed on Company Property as directed by the Company Representative.
- 3.5.2 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.
- 3.5.3 All debris, vegetation or cleared materials shall be removed from Company Property by The Grantee/Contractor, including:

- (a) Trash, rubble and any flammable materials.
- (b) Sand, concrete and construction materials.
- (c) Containers of any type or character for
The purpose of storing trash.
- (d) Any material defined in environmental
regulations as a solid waste, regulated
toxic material or hazardous material.

3.6 DOCUMENTATION REQUIREMENTS

- 3.6.1 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 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.
- 3.6.2 Any necessary field changes or modifications to the Agreement must be approved in writing by the Company Representative prior to construction by the Grantee/Contractor.
- 3.6.3 It is the Grantee/Contractor's responsibility to examine all the available records and to make a field inspection of the site and Company 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.

3.7 NOTIFICATION REQUIREMENTS

- 3.7.1 The Grantee/Contractor shall be responsible for notifying all parties having an interest in or an easement on, under or above the subject Company 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.
- 3.7.2 The Grantee/Contractor shall notify the Company Representative seven (7) days prior to beginning any type of work so that an inspection of

Company 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 facilities caused by the Grantee/Contractor.

- 3.7.3 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.

3.8 DAMAGE MITIGATION REQUIREMENTS

- 3.8.1 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.
- 3.8.2 Any damage to Company facilities or Company Property caused by the Grantee/Contractor's operations shall be mitigated by the Grantee/Contractor at his expense.

3.9 SAFETY AND EQUIPMENT REQUIREMENTS

- 3.9.1 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) 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.
- 3.9.2 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.

3.9.3 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.

3.9.4 If at any time the Grantee/Contractor's methods, materials or equipment appear to the Company Representative to be unsafe, inefficient or inadequate for securing the safety of the workers, the public, or any Company 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 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 Representative.

3.9.5 The Grantee/Contractor shall immediately remove from the job, whenever requested to do so by the

Company 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.

- 3.9.6 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.
- 3.9.7 No structure of any type shall be constructed on Company 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.
- 3.9.8 No temporary fuel tanks shall be stored on Company Property unless prior written approval has been granted. Prior to approval, a specific location will be determined by the Company Representative and the Grantee/Contractor. Fuel tanks within Company Property must be adequately grounded and bermed for spill protection.
- 3.9.9 No equipment or material shall be permitted on Company Property at a height greater than 15 feet above natural ground elevation, unless approved by the Company Representative. Cranes, lifts, etc. shall be blocked so that operators may not bring the boom to a greater height.
- 3.9.10 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 Representative.
- 3.9.11 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 Representative.

3.9.12 No self-propelled equipment shall be allowed directly beneath a lattice tower.

3.10 RIGHT OF WAY ACCESS REQUIREMENTS

3.10.1 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 Representative.

3.10.2 No equipment, material, or railroad cars shall be stored on Company Property without prior written consent.

3.10.3 A minimum 20-foot wide access path along Company Property shall be kept free of obstacles at all times to provide a passable area for the Company's equipment to travel.

3.10.4 The Grantee/Contractor upon the request of the Company Representative shall use matting on the right-of-way for temporary access on or across Company Property.

3.11 DRAINAGE REQUIREMENTS

3.11.1 Under no circumstances shall the natural drainage pattern of Company Property be blocked or altered by construction. All previously existing ditches shall be re-established.

3.11.2 All reinforced concrete pipes installed on Company Property should be Class IV as specified by ASTM Specification C76 and should have a minimum of 12 inches of cover.

3.11.3 All corrugated steel pipe used for culverts and installed on Company Property should be 16 gage with 2 & 2/3" X 1/2" or 3" X 1" corrugations and have a minimum of 12 inches of cover.

3.11.4 The top of all manholes shall be built at final grade and must be capable of HS-20-44 loading, (AASHTO 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.

3.12 SPOILING REQUIREMENTS

3.12.1 No spoiling is allowed unless written approval has been obtained.

3.12.2 Spoiling, if allowed, shall be done as directed by the Company 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 Representative.

3.12.3 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

4.1 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.

4.2 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 Representative.

- 4.3 Trenches shall be backfilled, sufficiently compacted to prevent future settlement, and crowned as required by the Company 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 right-of-way as directed.
- 4.4 No structure of any type shall be constructed on Company 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 equipment traveling within Company Property.
- 4.5 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 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.
- 4.6 Pipelines with a proposed location between a Company structure and a down guy anchor or other appurtenance will be bored or tunneled unless specific approval has been granted by the Company Representative.
- 4.7 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.
- 4.8 The following are additional requirements applicable to installations of valve and metering sites within Company Property.
 - 4.8.1 No valve site is to be located closer than fifty (50) feet to a transmission structure or appurtenance without exclusive written consent.
 - 4.8.2 Valve sites are to be located on Company Property such that they do not limit access along Company Property.

- 4.8.3 Valve sites are to have perimeter barricades or fences installed in order to prevent damage from equipment traveling along Company Property.
- 4.8.4 Valve sites, 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.
- 4.8.5 Valve sites are to be well marked with the owner's name and telephone number to be called in cases of emergency.
- 4.8.6 No blow-off vents or flares are to be located on Company Property.
- 4.8.7 Grounding/Anode Beds will be treated as a Valve Site, separately from the pipelines.
- 4.9 The following are additional requirements for pipeline crossings of the Company's underground electric distribution facilities.
 - 4.9.1 The Company will furnish upon Grantee/Contractor's request any drawings of the existing underground distribution facilities.
 - 4.9.2 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).
 - 4.9.3 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).
 - 4.9.4 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.
- 4.10 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.

5.0 SPECIAL REQUIREMENTS FOR DRAINAGE DITCHES

5.1 Ditch side slopes along Company 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.

- 5.2 Cement stabilized limestone and cement stabilized sand shall conform to Company Specification #007-229-06.
- 5.3 Unless specified otherwise, the Grantee/Contractor shall install, for the exclusive use of the Company, a culvert crossing for access to Company Property with a roadway width of twenty (20) feet. The Grantee/Contractor shall install the roadway at the location stipulated in the Agreement or as determined by the Company Representative.
- 5.4 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.
- 5.5 The high bank of any ditch shall not be closer than twenty (20) feet to any structure foundation measured at ground level unless approved by the Company 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 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 AND ROADS

- 6.1 Barricades to protect the Company's structures shall be installed as required before construction of the street or road begins.
- 6.2 Unless specified otherwise, the Grantee/Contractor shall install, for the exclusive use by the Company, a twenty (20) 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 Representative. Curb cut-outs shall be installed with a five (5) foot radius.
- 6.3 Adequate drainage for Company 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 Property shall be done at Grantee/Contractor's expense.

7.0 SPECIAL REQUIREMENTS FOR SPUR TRACKS

- 7.1 Company 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.
- 7.2 For the exclusive use of the Company, the Grantee/Contractor shall install a twenty (20) 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 right-of-way line as determined by the Company Representative. If the spur right-of-way is to be cross-fenced, a twenty (20) foot wide gate shall be installed in each cross fence at/and parallel to the grade crossing.
- 7.3 The top rail elevation shall not exceed four (4) feet above the natural ground elevation of the Company right-of-way.

8.0 SPECIAL REQUIREMENTS FOR PARKING FACILITIES

- 8.1 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 Representative prior to the granting of the Agreement.

- 8.2 No through roads will be allowed along Company Property; therefore, if the parking lot has multiple entrances, the lot must be so constructed that through traffic is not possible.
- 8.3 Company Property requested for parking must be immediately adjacent or substantially close to the Grantee's property.
- 8.4 The Grantee/Contractor shall be responsible for any damage to Company 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 Drawing #006-203-01, 006-203-02, or 006-203-04 shall be installed.
- 8.5 If fences or traffic restrictors are placed across Company Property, the Grantee/Contractor must install a twenty (20) foot gate in accordance with Company Drawing #006-224-03, on which the Company will install a chain and lock.
- 8.6 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

- 9.1 Liquid fertilizer is not allowed on Company Property.
- 9.2 No permanent sprinkler systems are allowed on Company property.
- 9.3 Only containerized trees and plants will be allowed on nursery operations and only to a maximum height of ten (10) feet.
- 9.4 No berms or earthen mounds will be allowed.
- 9.5 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

- 10.1 No plants which at maturity are taller than ten (10) feet will be approved. No planting shall be made closer than twenty (20) feet to any Company structure.
- 10.2 No trees of any type will be allowed.
- 10.3 No berms or earthen mounds will be allowed.
- 10.4 No permanent sprinkler systems are allowed on Company property.
- 10.5 Liquid fertilizer is not allowed on Company Property.
- 10.6 The Company reserves the right to have plantings removed by the Grantee/Contractor within three (3) days of notification. Should plantings not be removed, the Company will remove the plantings and not be liable for their replacement.
- 10.7 Any vegetation placed within Company 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.
- 10.8 The Company is not to be held responsible for any decorative grass or plants that may be damaged.
- 10.9 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

11.1 ARCHAEOLOGICAL AND HISTORICAL SITES

11.1.1 Known or potential archaeological or historical site(s)

- A. The Grantee/Contractor shall conspicuously mark the site areas in the field to ensure the areas are avoided by construction

activities.

B. 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.

C. 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.

11.1.2 Unknown archaeological or historical site(s)

A. 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 Representative.

- B. 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.

11.1.3 Mitigation process

- A. 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.

11.2 ENDANGERED OR THREATENED PLANTS AND ANIMALS

11.2.1 Known locations of species and/or their habitats

- A. 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.

11.2.2 Unknown locations of species and/or their habitats

- A. 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 Representative who will notify

the appropriate State/Federal agencies for any required mitigating actions.

- B. If during construction, the Grantee/Contractor discovers a nesting site of a threatened or endangered species or suspects that a nesting site is that of a threatened or endangered species, then the Grantee/Contractor shall cease all work in that immediate area and promptly notify the Company Representative who will notify the appropriate State/Federal agencies for any required mitigating actions.

11.2.3 Mitigation process

- A. 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.