

UTILITY RELOCATION REIMBURSEMENT AGREEMENT

This Utility Relocation Reimbursement Agreement (“Agreement”) is made and entered into by and between **CenterPoint Energy Resources Corp.**, a Delaware corporation doing business in Texas (hereinafter referred to as “CenterPoint”) and the **City of Sugar Land**, a municipal corporation situated in Fort Bend County, Texas (hereinafter referred to as “City”).

WHEREAS, CenterPoint owns and operates a 6” natural gas pipeline and related facilities (collectively, the “Pipeline”) in Sugar Land, Texas under the authority, terms, and conditions set forth in that certain Right of Way and Easement Deed for Distribution System dated June 9, 1994, between Sugar Land Properties, Inc., as Grantor, and CenterPoint’s predecessor in interest, Entex, as grantee, as recorded in Fort Bend County Clerk’s File Number 9441348 (Volume 2667, Page 2328), Fort Bend County, Texas (“Easement”); and

WHEREAS, the Texas Department of Transportation (“TxDOT”) is presently planning to construct certain highway improvements to State Highway 6 in the City of Sugar Land, Texas, TxDOT Project No. 0192-01-093 (the “Hwy. 6 Widening Project”); and

WHEREAS, pursuant to that Advance Funding Agreement entered into by and between TxDOT and the City, effective June 4, 2015, the City is responsible for the adjustment, removal, and relocation of utility facilities required by the Hwy. 6 Widening Project, including the reimbursement of eligible relocation costs; and

WHEREAS, the Hwy. 6 Widening Project will require the relocation of approximately one-hundred sixty feet (160’) of CenterPoint’s 6” Pipeline presently located within the Easement (the “Work”); and

WHEREAS, the City acknowledges that, based on CenterPoint’s interest in the Easement, the cost of the Work is an eligible relocation cost for which CenterPoint is entitled to reimbursement; and

WHEREAS, the Work must occur in advance of road construction for the Hwy. 6 Widening Project, and the City has requested CenterPoint to construct or have constructed the Work; and

WHEREAS, the parties have agreed to a conceptual design for the Work, as shown on Exhibit “A” attached hereto and incorporated herein by reference, and the parties desire to enter into this Agreement to memorialize their agreements and understandings with respect to same; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are not recitals only but form part of this Agreement, the payments and promises set forth below, and other good and valuable consideration, the parties do hereby agree as follows:

1. The City will reimburse CenterPoint for its reasonable, actual costs paid for the Work, limited to the reasonable, actual costs of materials, labor, contractor charges,

supplementary survey and engineering costs, and gas loss ("Actual Cost"), in accordance with the terms and provisions of this Agreement.

2. The current, total estimated cost of the Work is Eight Thousand Eight Hundred Ninety-Four and 40/100 Dollars (\$8,894.40).

3. CenterPoint shall perform the Work and submit a detailed invoice for the Actual Cost of the Work to the City. The City will reimburse CenterPoint for the reasonable, Actual Cost within forty-five (45) days of receipt of an acceptable invoice. Any costs above the amount of \$8,894.40 ("Additional Cost") requires the City's prior written approval and must be available out of the City's current budgeted funds. The City agrees to reimburse eligible items of approved Additional Cost within forty-five (45) days of receipt of an invoice by CenterPoint or within fifteen (15) days of the City's approval of one or more items of Additional Cost, whichever is later in time.

4. CenterPoint shall contract with a qualified construction contractor or use its own workforce to perform the construction activities necessary to perform the Work.

5. CenterPoint also agrees to communicate, cooperate, and coordinate with the City and TxDOT during all phases of the Work to be performed under this Agreement, including the scheduling of the Work. CenterPoint shall procure all necessary licenses, easements, and permits and shall conform to all laws, regulations, and ordinances applicable to the performance of the Work and this Agreement.

6. CenterPoint must proceed with diligence in performing the Work so as to eliminate, or reduce insofar as possible, any conflicts with the Hwy. 6 Widening Project. It is currently estimated that the Work will be completed within thirty (30) days of the execution of this Agreement. The completion date shall be extended for delays caused by events outside CenterPoint's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the State of Texas, TxDOT, City, or any other party with CenterPoint's ability to proceed with the Work, or any other causes or other events beyond the control and without the fault or negligence of CenterPoint. Provided, however, in no event shall the completion date for the Work be extended by a number of days that exceeds the total number of days the Work was delayed.

7. The City has no right to direct or control the manner, means, or details of the Work. The City has not assumed, and does not assume, any liability or responsibility of any kind whatsoever to either CenterPoint or any third party for the Work, the subsequent construction of same, or the operation and maintenance of same thereafter.

8. The City, as a political subdivision of the State of Texas, does not, by entering into this Agreement, waive its sovereign immunity, available by law.

9. CenterPoint will conduct the Work at its sole risk. The City makes no representations or warranties as to CenterPoint's right to relocate the one-hundred sixty feet (160') of 6" Pipeline

in its designated location or regarding the existence or location of utilities or other facilities in the area in which the one-hundred sixty feet (160') of 6" Pipeline is relocated. CenterPoint shall observe and exercise all notification laws as per the Underground Damage Prevention and Safety Act, also known as "ONE CALL" and "CALL BEFORE YOU DIG," when performing the Work.

10. This Agreement represents the entire agreement between the City and the CenterPoint and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

11. Any notices required or authorized hereunder shall be in writing, sent by certified mail, return receipt requested, and addressed to the parties as provided herein below:

If to CenterPoint:

If to City:

City Manager
City of Sugar Land
2700 Town Center Blvd N.
Sugar Land, Texas 77479

12. The City and CenterPoint's obligations hereunder are governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

14. In the event one or more of the provisions in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Signatures which are transmitted by electronic means shall also be valid as originals.

EFFECTIVE as of the later of the parties' dates of signature set forth below.

[Signature Pages Follow]

CITY OF SUGAR LAND, TEXAS

By: _____
Allen Bogard, City Manager

Date: _____

ATTEST:

Thomas Harris, Assistant City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this _____ day of _____, 2017, by Allen Bogard, City Manager of the City of Sugar Land, Texas, a municipal corporation, on behalf of said municipal corporation.

Notary Public in and for the State of Texas

(SEAL)

**CENTERPOINT ENERGY RESOURCES
CORP.**

By: _____
Printed Name: _____
Title: _____
Date: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2017, by _____ of CenterPoint Energy Resources Corp., a Delaware corporation doing business in Texas, on behalf of said corporation.

Notary Public in and for the State of _____

(SEAL)

Attachment:

Exhibit A—CenterPoint’s Design for Relocation of 160’ of Pipeline

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