

AGREEMENT FOR UTILITY ADJUSTMENTS

THE STATE OF TEXAS § HARRIS COUNTY FLOOD CONTROL DISTRICT
§
COUNTY OF HARRIS § PROJECT ID P500-06-00-E006

This Agreement entered into by and between the **Harris County Flood Control District**, a body corporate and politic of the State of Texas, hereinafter called the "DISTRICT" or "HCFCD," and **CenterPoint Energy Houston Electric, LLC** hereinafter called the "OWNER."

WITNESSETH:

WHEREAS, the OWNER, in an Affidavit attached hereto as Exhibit "A," and incorporated herein by reference for all purposes as though fully set forth verbatim herein, has asserted an interest in certain overhead power facilities that proposed public flood control and drainage improvement(s) will necessitate the adjustment, relocation or removal of as indicated in the following statement of work ("Work"):

Adjust, relocate or remove OWNER's facility as referenced in OWNER's Estimate of Cost received by HCFCD on August 30, 2021, and attached hereto as Exhibit "C" to accommodate the P500-06-00-E006 Lauder Stormwater Detention Basin, Phase 2 near Gault Rd., near HCFCD Unit P500-06-00, Precinct 2.

WHEREAS, the DISTRICT desires to accomplish the adjustment, relocation or removal of the OWNER's utility facilities by entering into an agreement with the OWNER.

Upon the execution of this Agreement by all parties hereto, and upon approval by the DISTRICT of the plans, Cost Estimate, Affidavit with attachments, and other exhibits and instruments attached hereto, the DISTRICT will, by written notice, to which shall be attached a copy of the Commissioners Court Order authorizing execution of this Agreement, authorize the OWNER to proceed with the Work and the OWNER agrees to prosecute the Work diligently to completion in such manner as will not result in reasonably avoidable interference or delay in either the DISTRICT's construction or in said Work, and further, the OWNER will carry out said Work in accordance with the plans attached hereto within 120 calendar days of OWNER's receipt of the Purchase Order for this Agreement. If the OWNER fails to complete the Work within 120 calendar days, resulting in interference or delay in the DISTRICT's construction of its project, then all direct, indirect and consequential costs therefor will be withheld from any moneys due or to become due to the OWNER on this or any other contract between the DISTRICT and the OWNER.

The OWNER shall notify the DISTRICT of Work commencement at least 48 hours before beginning work. The DISTRICT shall have access at all reasonable times to the Work site, and shall have the right to review all relevant plans, specifications, photographs, reports, contract documents, and records, and to inspect the work in progress in order to verify that the Work is constructed in compliance with this Agreement. Any deficiencies noted by the DISTRICT shall be promptly corrected by the OWNER.

The instruments attached to and made a part of this Agreement are: Exhibit "A," Affidavit with attachments; Exhibit "B," Approval of Cost Estimate; Exhibit "C", Owner's Estimate of Cost; Exhibit "D," Permit; Exhibit "E," Plans; Exhibit "F," County Auditor's Guidelines for Utility Adjustment Claims, and Exhibit "G", insurance requirements.

The amount paid by the DISTRICT pursuant to this Agreement shall be full compensation to the OWNER for performing the Work. Bills for the Work shall be submitted to the DISTRICT no later than ninety (90) days after completion of the Work. The DISTRICT will not pay for any environmental remediation or disposal should the OWNER uncover any during its Work. The OWNER agrees to require its contractors performing the Work to maintain at least the minimum insurance requirements as set out herein in Exhibit "G" and to add HCFCD as an additional insured.

TO THE EXTENT ALLOWED BY LAW, THE OWNER DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE HARRIS COUNTY FLOOD CONTROL DISTRICT, ITS AFFILIATED ENTITIES, AND THE OFFICERS AND EMPLOYEES OF EACH OF THEM, AGAINST ALL LOSS, DAMAGES, CLAIMS, SUITS, ACTIONS, OR COSTS WHICH MAY ARISE FROM DAMAGE TO PROPERTY OR INJURY OR DEATH OF PERSONS TO THE EXTENT CAUSED BY OR ARISING FROM THE OWNER OR ITS CONTRACTORS, OR THE EMPLOYEES OF EITHER, IN PERFORMING THE WORK HEREUNDER.

Prior to beginning the Work, the OWNER will notify the DISTRICT should the proposed cost of the Work exceed the Owners Estimate of Cost in Exhibit "C". The DISTRICT can either terminate this Agreement and the OWNER will return the unused funds for the Work or the DISTRICT can seek authorization from the Harris County Commissioners Court to pay the additional amount.

The DISTRICT and OWNER understand and agree that the maximum amount the DISTRICT has to pay for the Work under this Agreement is \$186,196.02, which is represented by the dollar figure in Exhibit "C", Estimate of Cost. This cost includes design and any other incidentals for the removal and relocation of overhead facilities. If the remaining 2415 Gault Road property has been vacated by the time that the OWNER starts the Work then the OWNER will only perform Work Order SAP# 97912100 and only charge the DISTRICT \$166,072.06 as shown on Exhibit "C", Estimate of Cost. If the remaining 2415 Gault Road property has not been vacated by the time the OWNER starts the Work then the OWNER will perform both Work Orders SAP# 97912100 and SAP# 98935964 and charge the DISTRICT \$186,196.02 as shown in Exhibit "C", Estimate of Cost. The DISTRICT cannot pay any additional costs over that maximum amount without approval from the Harris County Commissioners Court. At any point during the performance of the Work, if the cost exceeds or if it appears it will exceed the Estimate of Cost approved by the Harris County Commissioners Court, the parties agree to review these costs and determine how to proceed. If the DISTRICT agrees to the additional amount, the DISTRICT will request approval of the additional amount from the Harris County Commissioners Court. If the Harris County Commissioners Court does not approve the additional amount, OWNER may terminate this Agreement. Additional costs attributable to the negligence of OWNER or its contractor(s) in the performance of the Work may not be the basis for additional compensation to OWNER.

Any reimbursement due under this Agreement will be based on OWNER's Estimate of Cost as shown in Exhibit "C" for Work executed in a commercially reasonable manner and in accordance with the approved plans. Completion in accordance with the approved plans must be certified in writing and signed by OWNER, or an as built drawing be provided clearly noting any deviations from the approved design which is signed by the OWNER. Reimbursement will be forthcoming within sixty (60) days after the DISTRICT receives said completion certification documents and approves a final billing itemized in accordance with the County Auditor's guidelines, attached hereto.

All estimates will include estimated engineering costs and the OWNER agrees to use the same methodology in the estimate that will be used in the final invoice. If the Owner does not use the same methodology in the estimate as they do in the final invoice, it could result in the denial of the amount over the estimate. The Owner will immediately notify the District when there will be a cost increase over 25 percent of the estimate.

OWNER's interests in the facility within the right of way shall be subject to the Permit attached hereto as Exhibit "D" and made a part hereof for all purposes as though fully set forth verbatim herein. If the DISTRICT requires the abandonment of the OWNER's easement or fee, it will be at no cost to the DISTRICT.

All notices and communications, including, but not limited to billings, permitted or required to be given hereunder shall be given by registered or certified United States Mail, postage prepaid, return receipt requested, or by courier service, addressed as follows:

If to OWNER: CenterPoint Energy Houston Electric, LLC
1111 Louisiana
Houston, TX 77002-5231
Attention: Kevin A. Meals

If to DISTRICT: Harris County Flood Control District
9900 Northwest Freeway
Houston, TX 77092
Attention: Executive Director

Any notice or communication sent by mail or deliver service as herein provided shall be deemed given and completed on the date of actual receipt thereof.

It is expressly understood that this Agreement is subject to cancellation by the DISTRICT at any time up to the date that any Work has been performed, and that such cancellation will not create any liability on the part of the DISTRICT, and neither the DISTRICT nor the OWNER will have any further obligation hereunder; except that the DISTRICT agrees to pay the OWNER 100% of the total, actual, and related indirect costs of the Work, including materials specifically purchased to perform the Work, reduced by salvage and betterment, if any, for authorized Work performed prior to such cancellation.

This Agreement may be amended or supplemented only in written form, signed by all parties.

The Parties herein warrant and defend that the signatories hereto have the legal right and authority and have discussed with all required parties and are authorized to approve this Agreement.

OWNER agrees that Work will be conducted in accordance with Federal, State and local laws.

EXECUTED in triplicate_____.

APPROVED AS TO FORM:

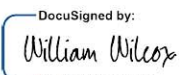
HARRIS COUNTY FLOOD CONTROL
DISTRICT

CHRISTIAN D. MENESEE
Harris County Attorney

By 
Laura Fiorentino Cahill
Senior Assistant County Attorney

By _____
Lina Hidalgo
County Judge

ATTEST:

By 
William Wilcox Jr.
Staff Service Consultant

CenterPoint Energy Houston
Electric, LLC

By 
Kevin A. Meals
Agent & Attorney-in-Fact

AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

HARRIS COUNTY FLOOD CONTROL DISTRICT

PROJECT ID P500-06-00-E006

WHEREAS, the **Harris County Flood Control District**, hereinafter referred to as the "District," has deemed it necessary to make certain channel improvements to HCFCU Unit P500-06-00 in Harris County, and

WHEREAS, it is anticipated that the above referred to improvements will affect the facilities of **CenterPoint Energy Houston Electric, LLC**, hereinafter referred to as the "OWNER," at the following described locations:

P500-06-00 near Gault Rd., near HCFCU Unit P500-06-00, Precinct 2.

WHEREAS, the District has requested that the OWNER furnish the District information relative to interests that OWNER holds in facilities at the above indicated location.

NOW, THEREFORE, before me, the undersigned authority, this day personally appeared Kevin Meals who, after being by me duly sworn, did depose and say:

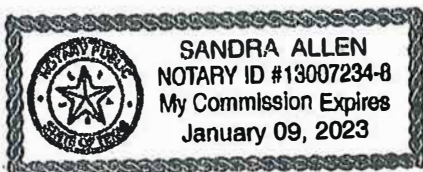
That deponent is Kevin Meals, Agent & Attorney-in-Fact, Regional Operations of CenterPoint Energy Houston Electric, LLC, and as such, has knowledge of the facts contained herein, and that to the best of deponent's knowledge, said OWNER is the owner of the following described facilities located in the above-indicated lands, copies of the instruments under which said OWNER claims said interest being attached hereto and made a part hereof:

P500-06-00-E006 CenterPoint Energy Houston Electric, LLC, Removal of Overhead Facilities near Gault Rd., near HCFCU Unit P500-06-00.

Signed:


Kevin A. Meals
Agent & Attorney-in-Fact
Regional Operations
CenterPoint Energy Houston
Electric, LLC

Sworn to and subscribed before me on November 10, 2021




NOTARY PUBLIC in and for the State of Texas

EXHIBIT "A"

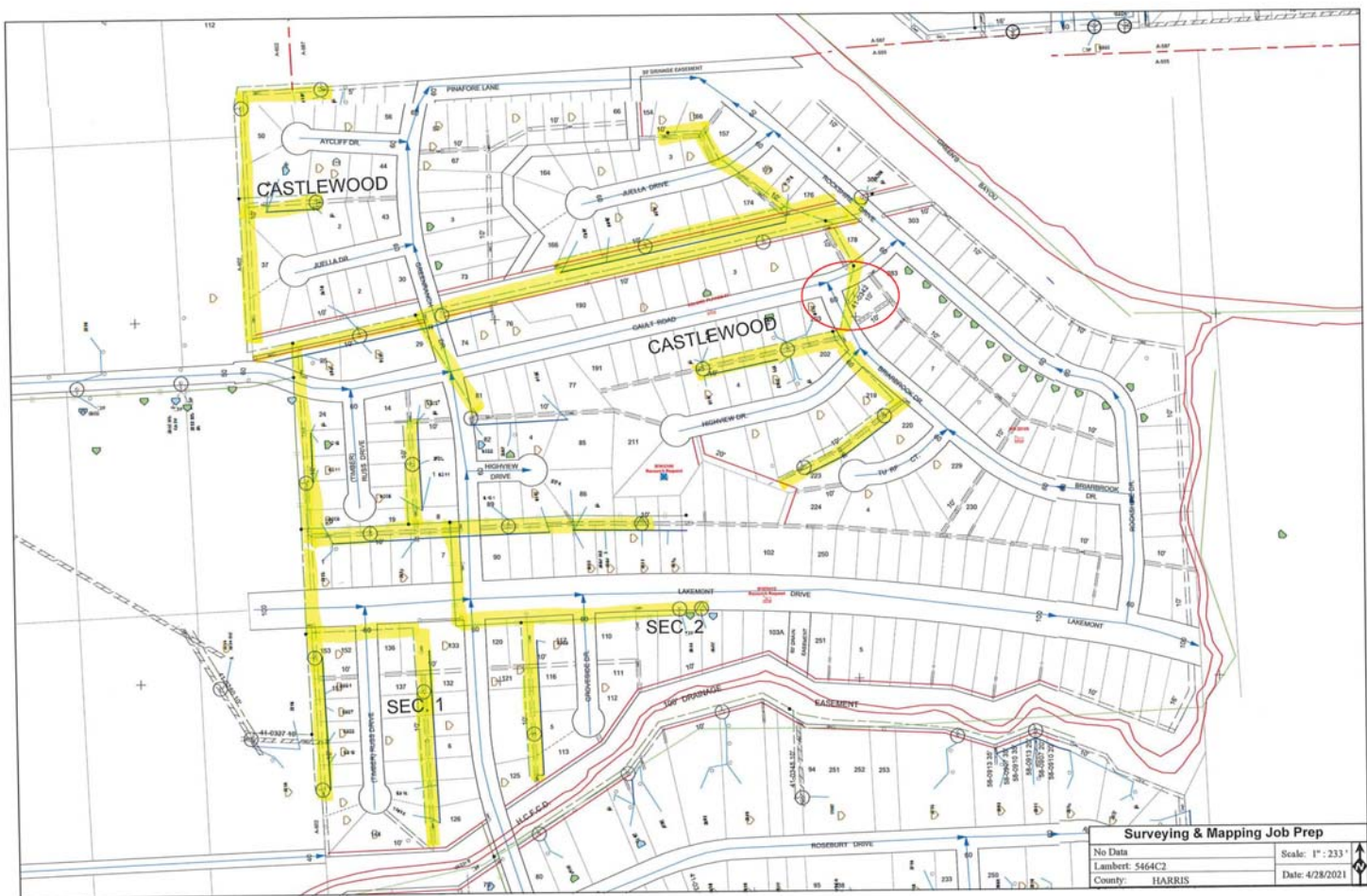


EXHIBIT A-2

10515021
FORM 26-5M (4-63)

EASEMENT

File No. 132-2 47
Job No. WA 82444
County Harris
Map L-440
DEED RECORDS

STATE OF TEXAS
COUNTY OF HARRIS

VOL 5433 PAGE 429

KNOW ALL MEN BY THESE PRESENTS:

1000

THAT I, Allan C. Hutcheson, individually and as Agent and Attorney-in-Fact for Archer Development Company, Inc, I S Deutser, E G Leonardon, Joe M Block, Charles M Block, Edward M Block, I G Eidman, and Willie Lee Moore, owners, and Frank E Surginer, purchaser of

County, Texas, for and in consideration of One Dollar (\$1.00) to us in hand paid by Houston Lighting & Power Company, have, and by these presents do grant unto Houston Lighting & Power Company, its successors and assigns, a right-of-way for distribution lines, consisting of wires, poles and other necessary equipment across, under and over the following described lands located in Harris County, Texas:

Lot No 282 of Block 7 of Castlewood Addition, Section Two, in the John Marke Survey, Abstract No 555, in accordance with plat of said subdivision recorded in Volume 71, Page 67 of the Harris County Map Records.

260

The easement herein granted is an unobstructed aerial easement twenty (20) feet wide from a plane twenty (20) feet above the ground upward, the location of the center line of which is shown by a dot-dash symbol on Sketch No AM-16221-H, prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.

FILED
HARRIS COUNTY, TEXAS
1964 FEB 28 PM 4 10

together with the rights of ingress and egress to or from said right-of-way for the purpose of constructing, inspecting, repairing, maintaining, and removing said lines.

WITNESS our hand s this 23rd day of January, 1964

Ralph P. Wicke

Natasha and Frank
Nash

Allan C. Hutcheson

Allan C Hutcheson, individually and as Agent and Attorney-in-Fact for Archer Development Company, Inc, I S Deutser, E G Leonardon, Joe M Block, Charles M Block, Edward M Block, I G Eidman, and Willie Lee Moore, owners

Frank E. Surginer
Frank E Surginer, purchaser

Frank E. Surginer
J.K.S.

EXHIBIT A-3

STATE OF TEXAS

County

BEFORE ME, the undersigned authority, a Notary Public in and for _____ County, Texas, on this day personally appeared Allen C. Rutheeson,

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 _____

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February, A. D. 1964

Linguis M. Black
Notary Public, _____ County, Texas

DEED RECORDS
VOLUME 5433 PAGE 431

105-25-0541

STATE OF TEXAS

HARRIS County

BEFORE ME, the undersigned authority, a Notary Public in and for HARRIS County, Texas, on this day personally appeared Frank E. Curginer,

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of JANUARY, A. D. 1964

Frank E. Curginer
Notary Public, HARRIS County, Texas

STATE OF TEXAS

County

BEFORE ME, the undersigned authority, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, and wife, _____ both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that _____

_____ me privily and
_____ he same for the

apart from
acknowledged
purposes

GI

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

FEB 28 1964



Peter Montague
COUNTY CLERK
HARRIS COUNTY, TEXAS

STAT.

County

BEFORE ME, the undersigned authority, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, and wife, _____ both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

_____ wife of the said _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 196_____

Notary Public, _____ County, Texas

RETURN TO:
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON 1, TEXAS
(Mr. Brownlee)

EXHIBIT A-4

STATE OF TEXAS

} County _____

BEFORE ME, the undersigned authority, a Notary Public in and for _____
County, Texas, on this day personally appeared _____
Allan C. Hutcherson,
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 said _____ and _____
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS _____ day of _____ A. D. 1967.

STATE OF TEXAS

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CASTLEWOOD
10 U.S.

A.D. N.

BR14RBROOK

E 20 Aerial purchaser
Contract E. 282
Frank

Block
281

24.7.55

Vol. 71 Pg. 67 M.R.

$$\longrightarrow Z$$
[illegible]**EXHIBIT A-5**

10515021
FORM 20-5M (4-63)

EASEMENT

File No. 132-2 47
Job No. WA 52444
County Harris
Map L-440
DEED RECORDS

STATE OF TEXAS
COUNTY OF HARRIS

VOL 5433 PAGE 429

KNOW ALL MEN BY THESE PRESENTS:

1002

THAT I, Allan C. Hutcheson, individually and as Agent and Attorney-in-Fact for Archer Development Company, Inc, I S Deutser, E G Leonardson, Joe M Block, Charles M Block, Edward M Block, I G Eidman, and Willie Lee Moore, owners, and Frank E Surginer, purchaser of

County, Texas, for and in consideration of One Dollar (\$1.00) to us in hand paid by Houston Lighting & Power Company, have, and by these presents do grant unto Houston Lighting & Power Company, its successors and assigns, a right-of-way for distribution lines, consisting of wires, poles and other necessary equipment across, under and over the following described lands located in Harris County, Texas:

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The easement herein granted is an unobstructed aerial easement twenty (20) feet wide from a plane twenty (20) feet above the ground upward, the location of the center line of which is shown by a dot-dash symbol on Sketch No AM-16221-H, prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.

FILED
1964 FEB 28 PM 2 10
HARRIS COUNTY, TEXAS

together with the rights of ingress and egress to or from said right-of-way for the purpose of constructing, inspecting, repairing, maintaining, and removing said lines.

WITNESS our hand s this 23rd day of January, 1964

Allan C. Hutcheson

Allan C Hutcheson, individually and as Agent and Attorney-in-Fact for Archer Development Company, Inc, I S Deutser, E G Leonardson, Joe M Block, Charles M Block, Edward M Block, I G Eidman, and Willie Lee Moore, owners

Ralph P. Wicks

Natasha and Paul Harris
County Clerk

Frank E. Surginer
Frank E Surginer, purchaser

Frank E. Surginer
J.E.S.


DEED RECORDS
VOLUME 5433 PAGE 431
105-25-0541

STATE OF TEXAS
County
BEFORE ME, the undersigned authority, a Notary Public in and for _____ County,
Texas, on this day personally appeared Allen C. Rutheeson,
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 _____
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February, A. D. 1964
Virginia M. Black
Notary Public, _____ County, Texas

STATE OF TEXAS
County
BEFORE ME, the undersigned authority, a Notary Public in and for HARRIS County,
Texas, on this day personally appeared Frank E. Curginer,
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.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of JANUARY, A. D. 1964
Frank E. Curginer
Notary Public, HARRIS County, Texas

STATE OF TEXAS
County
BEFORE ME, the undersigned authority, a Notary Public in and for _____ County,
Texas, on this day personally appeared _____, and wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that _____
_____ me privily and
apart from _____ he same for the
acknowledged _____
purpose _____
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 196_____

County, Texas

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on
FEB 28 1964

STAT. _____
County

COUNTY CLERK
HARRIS COUNTY, TEXAS
Peter Montague

BEFORE ME, the undersigned authority, a Notary Public in and for _____ County,
Texas, on this day personally appeared _____, and wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they each executed the same for the purposes and consideration therein expressed, and the said _____
_____ wife of the said _____, having been examined by me privily and
apart from her husband, and having the same fully explained to her, she, the said _____
acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the
purposes and consideration therein expressed, and that she did not wish to retract it.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 196_____

Notary Public, _____ County, Texas

RETURN TO:
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON 1, TEXAS
(Mr. Brown)

STATE OF TEXAS
COUNTY _____
BEFORE ME, the undersigned authority, a Notary Public in and for
Texas, on this day personally appeared Allan C. Hutcherson,
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 of _____
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 1963.

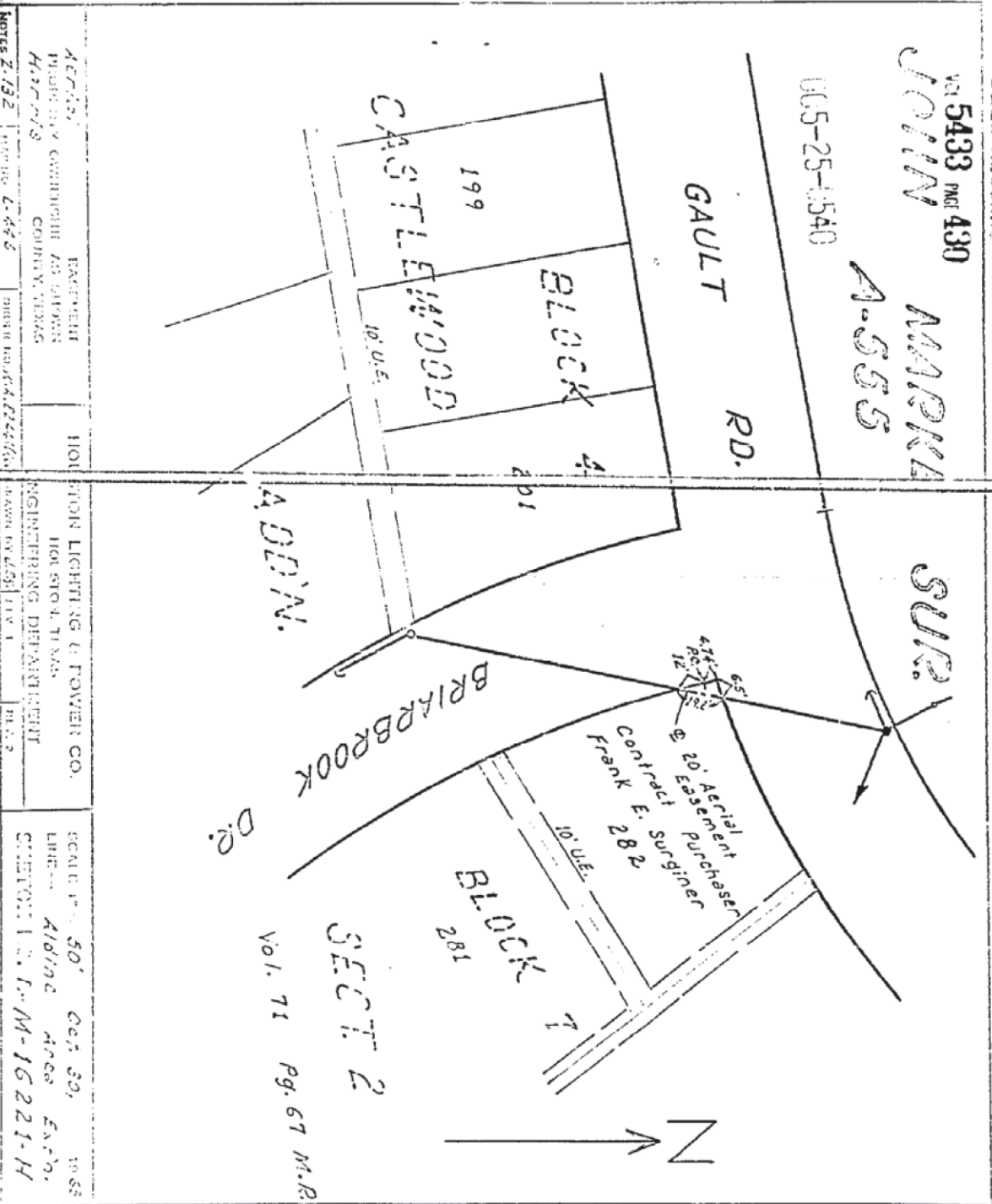
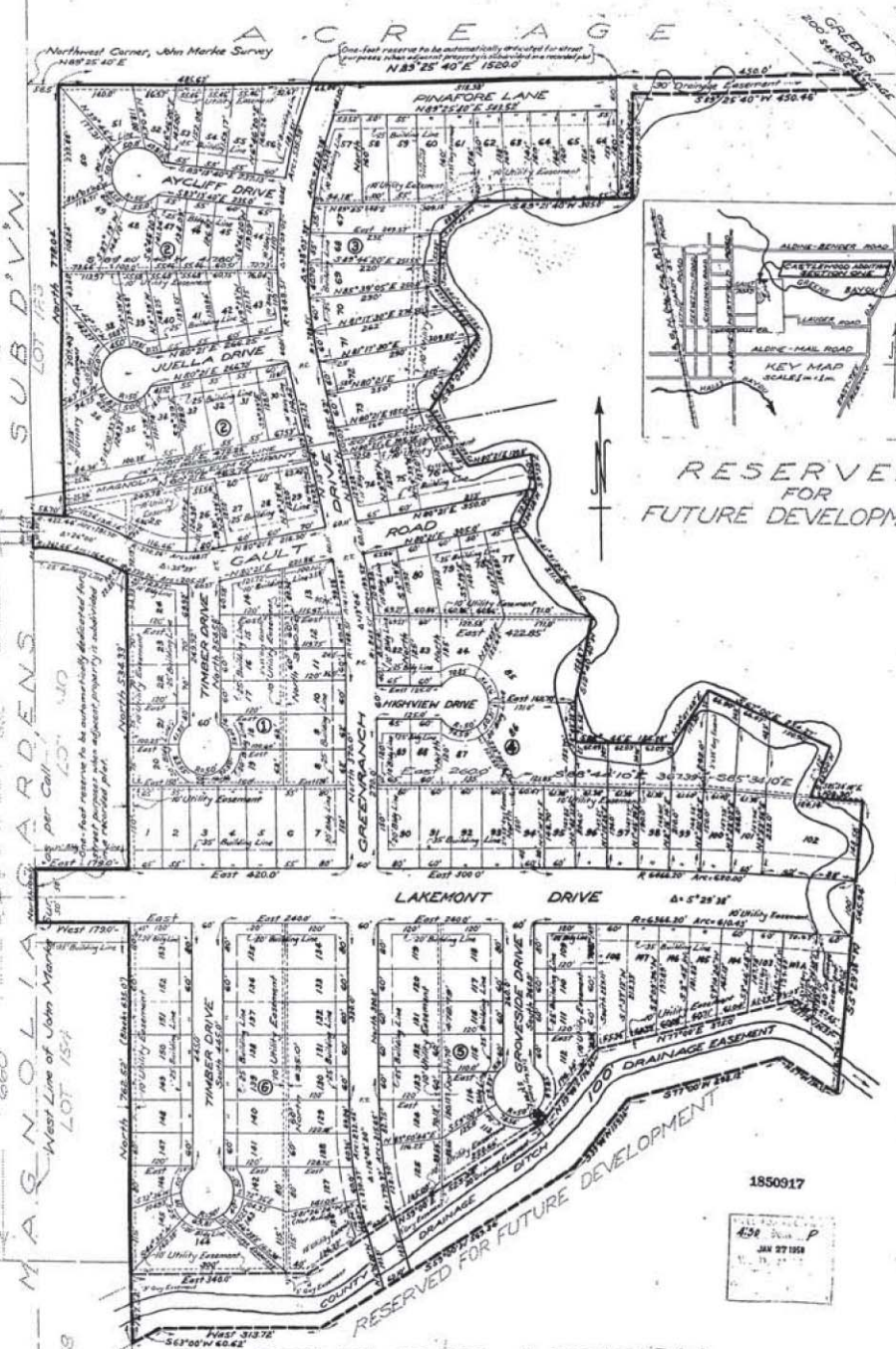


EXHIBIT A-8



RESERVED
FOR
FUTURE DEVELOPMENT

STATE OF TEXAS:
COUNTY OF HARRIS:

I, Allen C. Hutchison, individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I.S. Deuster, E.G. Leonard, Charles M. Black, Charles H. Black, Edward M. Black, F.G. Edman and Willie Lee Moore, owners of the property subdivided in the above and foregoing map of CASTLEWOOD ADDITION, SECTION ONE, do hereby make subdivision of said property according to the lines, streets, lots, alleys, parks, playgrounds, building lines and easements therein shown, and designate and subdivide the CASTLEWOOD ADDITION, SECTION ONE, in the John Marke Survey, Harris County, Texas, and dedicate to public use, as such, the streets, alleys, parks, playgrounds and easements shown thereon, and do hereby waive any claims for damages occasioned by the establishing of streets or easements for the streets and alleys depicted or anticipated by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves our heirs and assigns to maintain and forever defend the title to the land so dedicated.

There is also dedicated for utilities an undivided serial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all easements shown thereon.

FURTHER, I, Allen C. Hutchison, individually, and as agent and attorney-in-fact for the above mentioned owners, do hereby dedicate forever to the public a strip of land fifteen (15) feet wide on each side of the centerline of any and all gutters, sewers, drains, ditches, or other natural drainage courses located in said subdivision, or easements for drainage purposes, giving Harris County and/or any other public agency the right to enter upon said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures.

FURTHER, I, Allen C. Hutchison, individually, and as agent and attorney-in-fact for the above and foregoing map shall be restricted in its use, such restriction shall not be in violation of the property and shall be enforceable, at the option of Harris County, by Harris County or any citizen thereof, by injunction, as follows:

1. The drainage of septic tanks into road, street, alley or other public ditches either directly or indirectly is strictly prohibited.

2. Drainage structures under private drainages shall have a minimum opening area of sufficient size to permit the free flow of water without backing up, and shall be a minimum of one and three quarters (1 3/4) square feet (18" diameter pipe or culvert). Culverts or bridges must be used for drainage and/or pipes.

We hereby covenant and agree with the City of Houston and/or Harris County that lots backing or abutting on West Road shall not have direct driveway access to said road.

We hereby covenant and agree that all lots within the boundaries of this subdivision are for residential purposes unless otherwise noted.

We hereby covenant and agree with the City of Houston and/or Harris County and/or any property owner that no dwelling unit shall be constructed and/or occupied on any lot having an area of less than seven thousand (7000) square feet unless a sanitary sewer system meeting the approval of County and State Health authorities shall first have been extended to this lot, plot or site; and in no case shall any dwelling be constructed upon a lot, plot or site of less area than five thousand (5000) square feet or with less street frontage than fifty (50) feet.

FURTHER, the undersigned shall cause any pipe line located in easements or rights-of-way shown on this map to be adjusted in elevation and/or location and without cost to the public where such adjustment is required by the properly constituted authority to permit the proper installation of pavement, drainage or sewer facilities.

FURTHER, this is to certify that I, Allen C. Hutchison, individually, and as agent and attorney-in-fact for the above mentioned owners, have complied with all laws of the State of Texas, Harris County, Texas, and all other regulations heretofore on file with the Harris County Engineer and adopted by the Commissioners' Court of Harris County.

WITNESS my hand in Houston, Harris County, Texas, this 2nd day of DECEMBER, A.D. 1957.

Allen C. Hutchison
 ALLEN C. HUTCHISON
 individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I.S. Deuster, E.G. Leonard, Charles M. Black, Charles H. Black, Edward M. Black, F.G. Edman and Willie Lee Moore

STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority on this day personally appeared Allen C. Hutchison, individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I.S. Deuster, E.G. Leonard, Charles M. Black, Charles H. Black, Edward M. Black, F.G. Edman and Willie Lee Moore, 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 set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
 THIS 2nd day of DECEMBER, A.D. 1957.

Shirley R. Bates
 SHIRLEY R. BATES
 Notary Public
 in and for Harris County, Texas

THIS IS TO CERTIFY that I, E. S. Butler, a registered engineer of the State of Texas, have planned the above subdivision from an actual survey on the ground, and that all block corners, angles, points, and points of curve are properly marked with 2" iron rods 2' long, and that this plat correctly represents that survey made by me.

E. S. Butler
 E. S. BUTLER
 Engineer
 Texas Registration No. 5346

APPROVED by the Commissioners' Court of Harris County, Texas, this 27th day of JANUARY, 1958.

W. D. Miller CLERK
W. D. Miller COUNTY CLERK
W. D. Miller COUNTY CLERK
W. D. Miller COUNTY CLERK

STATE OF TEXAS:
COUNTY OF HARRIS:

I, W. D. MILLER, Clerk of the County Court of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 1958, at _____ o'clock, _____ M., and duly recorded on _____, 1958, at _____ o'clock, _____ M., in Vol. _____ Page _____ of the _____ Records of Harris County, Texas.

WITNESS my hand and seal of office, at Houston, the day and date last above written.
 W. D. MILLER, Clerk County Court
 Harris County, Texas
 By _____ Deputy

THIS IS TO CERTIFY that the City Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of CASTLEWOOD ADDITION, SECTION ONE, as shown hereon.

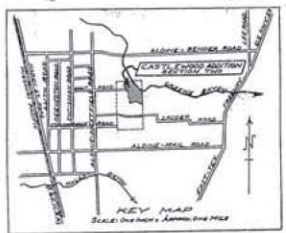
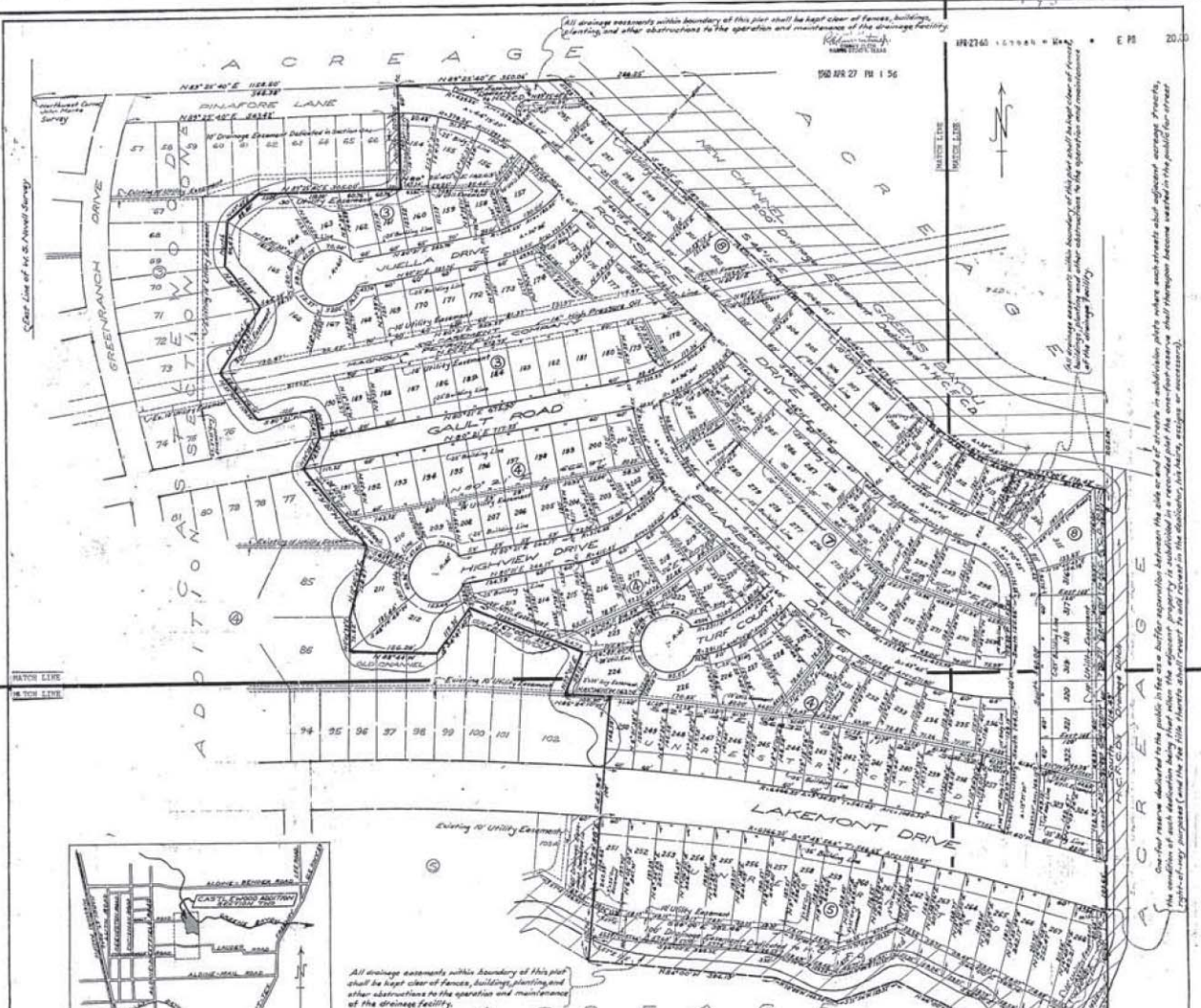
IN TESTIMONY WHEREOF, witness the official signature of the Chairman and Secretary of the City Planning Commission of the City of Houston, Texas, this 20th day of DECEMBER, 1957.

Robert S. Galt SECRETARY-ENGINEER
Marva CHAIRMAN

I, HUGO M. HAZZARD, County Engineer of Harris County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of the Harris County Flood Control District, Harris County, Texas, as adopted by the Commissioners' Court of Harris County, Texas, and that it complies with all the State laws included in Harris County Road Law as amended by House Bill 856 of the 53rd Legislature.

H. R. Jensen
 H. R. JENSEN, Flood Control Engineer of Harris County Flood Control District, Harris County, Texas, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of the Harris County Flood Control District, Harris County, Texas, as adopted by the Commissioners' Court of Harris County, Texas, and that it complies with all the State laws included in Harris County Road Law as amended by House Bill 856 of the 53rd Legislature.

H. R. Jensen
 FLOOD CONTROL ENGINEER



CASTLEWOOD ADDITION
SECTION TWO
5 BLOCKS, 171 LOTS
A SUBDIVISION OF 510.4 ACRES OF LAND IN THE JOHN MARKE SURVEY, A-555, IN HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS:

I, Allen C. Hutcherson, individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I, S. Deaton, E. G. Leonard, J. M. Black, Charles M. Black, Edward M. Black, F. G. Edman and Willie Lee Moore, owners of the property subdivided in the above and foregoing map of Castlewood Addition, Section Two, do hereby certify that the above and foregoing map of Castlewood Addition, Section Two, is a true and correct map of the property subdivided in the above and foregoing map of Castlewood Addition, Section Two, and that the same is in accordance with the provisions of the Act of the Legislature of the State of Texas, approved March 1, 1929, Chapter 100, Acts of the 41st Legislature, and all other laws and regulations heretofore or hereafter enacted by the Legislature of the State of Texas, and that the same is in accordance with the provisions of the Act of the Legislature of the State of Texas, approved March 1, 1929, Chapter 100, Acts of the 41st Legislature, and all other laws and regulations heretofore or hereafter enacted by the Legislature of the State of Texas.

This is to certify that I, E. S. Butler, a registered engineer of the State of Texas, have plotted the above and foregoing map of Castlewood Addition, Section Two, and that the same is in accordance with the provisions of the Act of the Legislature of the State of Texas, approved March 1, 1929, Chapter 100, Acts of the 41st Legislature, and all other laws and regulations heretofore or hereafter enacted by the Legislature of the State of Texas.

This is to certify that the City Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of CASTLEWOOD ADDITION, SECTION TWO, as shown hereon.

IN TESTIMONY WHEREOF, I, E. S. Butler, the official signature of the Engineer and Secretary of the City Planning Commission of the City of Houston, Texas, this 29th day of April, 1929.

I, ALGER H. JENSEN, County Engineer of Harris County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Harris County Commissioners' Court, and further that it complies with all laws and regulations of the State of Texas, approved March 1, 1929, Chapter 100, Acts of the 41st Legislature, and all other laws and regulations heretofore or hereafter enacted by the Legislature of the State of Texas.

I, H. R. JENSEN, Flood Control Engineer of Harris County Flood Control District, Harris County, Texas, do hereby certify that the plat of this subdivision complies with the requirements for internal subdivision drawings as adopted by the Commissioners' Court, and that the same is in accordance with the provisions of the Act of the Legislature of the State of Texas, approved March 1, 1929, Chapter 100, Acts of the 41st Legislature, and all other laws and regulations heretofore or hereafter enacted by the Legislature of the State of Texas.

FURTHER, I, Allen C. Hutcherson, individually, and as agent and attorney-in-fact for the above mentioned owners of the property subdivided in the above and foregoing map of Castlewood Addition, Section Two, do hereby dedicate forever to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all public roads, streets, alleys, or other public ways, and easements for drainage purposes, giving Harris County and/or any public agency the right to enter upon and use said easements at any and all times for the purpose of constructing and/or maintaining drainage works and/or structures.

FURTHER, all of the property subdivided in the above and foregoing map shall be restricted to its use, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Harris County, by Harris County or any official thereof, by injunction, as follows:

1. All drainage structures under private drainage shall have a net drainage opening area of sufficient size to permit the flow of water without backwater, and shall be a minimum of one and three quarters (1 3/4) square feet (18" diameter pipe outlet). Culverts or bridges must be used for drainage and/or water.

2. Drainage structures under private drainage shall have a net drainage opening area of sufficient size to permit the flow of water without backwater, and shall be a minimum of one and three quarters (1 3/4) square feet (18" diameter pipe outlet). Culverts or bridges must be used for drainage and/or water.

3. All drainage structures under private drainage shall have a net drainage opening area of sufficient size to permit the flow of water without backwater, and shall be a minimum of one and three quarters (1 3/4) square feet (18" diameter pipe outlet). Culverts or bridges must be used for drainage and/or water.

NOTES: 1. All drainage structures under private drainage shall have a net drainage opening area of sufficient size to permit the flow of water without backwater, and shall be a minimum of one and three quarters (1 3/4) square feet (18" diameter pipe outlet). Culverts or bridges must be used for drainage and/or water.

2. All drainage structures under private drainage shall have a net drainage opening area of sufficient size to permit the flow of water without backwater, and shall be a minimum of one and three quarters (1 3/4) square feet (18" diameter pipe outlet). Culverts or bridges must be used for drainage and/or water.

3. All drainage structures under private drainage shall have a net drainage opening area of sufficient size to permit the flow of water without backwater, and shall be a minimum of one and three quarters (1 3/4) square feet (18" diameter pipe outlet). Culverts or bridges must be used for drainage and/or water.

WITNESS my hand and seal of office this 29th day of April, A.D. 1929.

Allen C. Hutcherson
ALLEN C. HUTCHERSON,
Individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I, S. Deaton, E. G. Leonard, J. M. Black, Charles M. Black, Edward M. Black, F. G. Edman and Willie Lee Moore.

STATE OF TEXAS:
COUNTY OF HARRIS:
BEFORE ME, the undersigned authority on this day personally appeared Allen C. Hutcherson, individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I, S. Deaton, E. G. Leonard, J. M. Black, Charles M. Black, Edward M. Black, F. G. Edman and Willie Lee Moore, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of April, A.D. 1929.

APPROVED by the Commissioners' Court of Harris County, Texas, this 29th day of April, 1929.

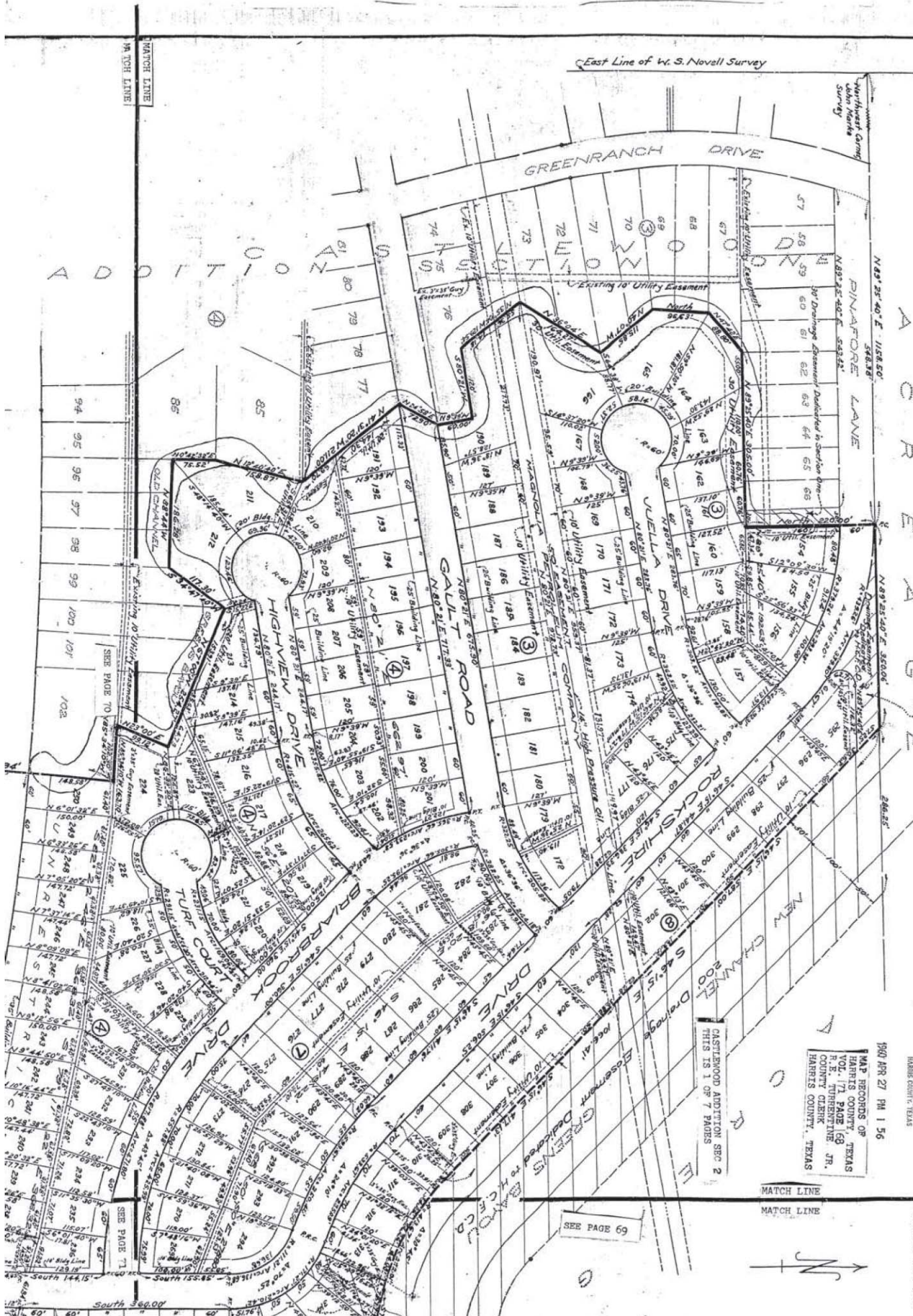
Commissioners' Court of Harris County, Texas, this 29th day of April, 1929.

STATE OF TEXAS:
COUNTY OF HARRIS:
I, R. E. TURRENTINE, Jr., Clerk of the County Court of Harris County, Texas, do hereby certify that the within instrument with the certificate of authentication filed for registration in the office of the County Clerk of Harris County, Texas, on this 29th day of April, 1929, at 1:55 p.m., and duly recorded in the public records of Harris County, Texas, in Volume 77, Page 672, and that the same is in accordance with the provisions of the Act of the Legislature of the State of Texas, approved March 1, 1929, Chapter 100, Acts of the 41st Legislature, and all other laws and regulations heretofore or hereafter enacted by the Legislature of the State of Texas.

WITNESS my hand and seal of office, at Houston, the day and date last above written.

R. E. TURRENTINE, Jr., Clerk, County Court, Harris County, Texas.

2830-A-2



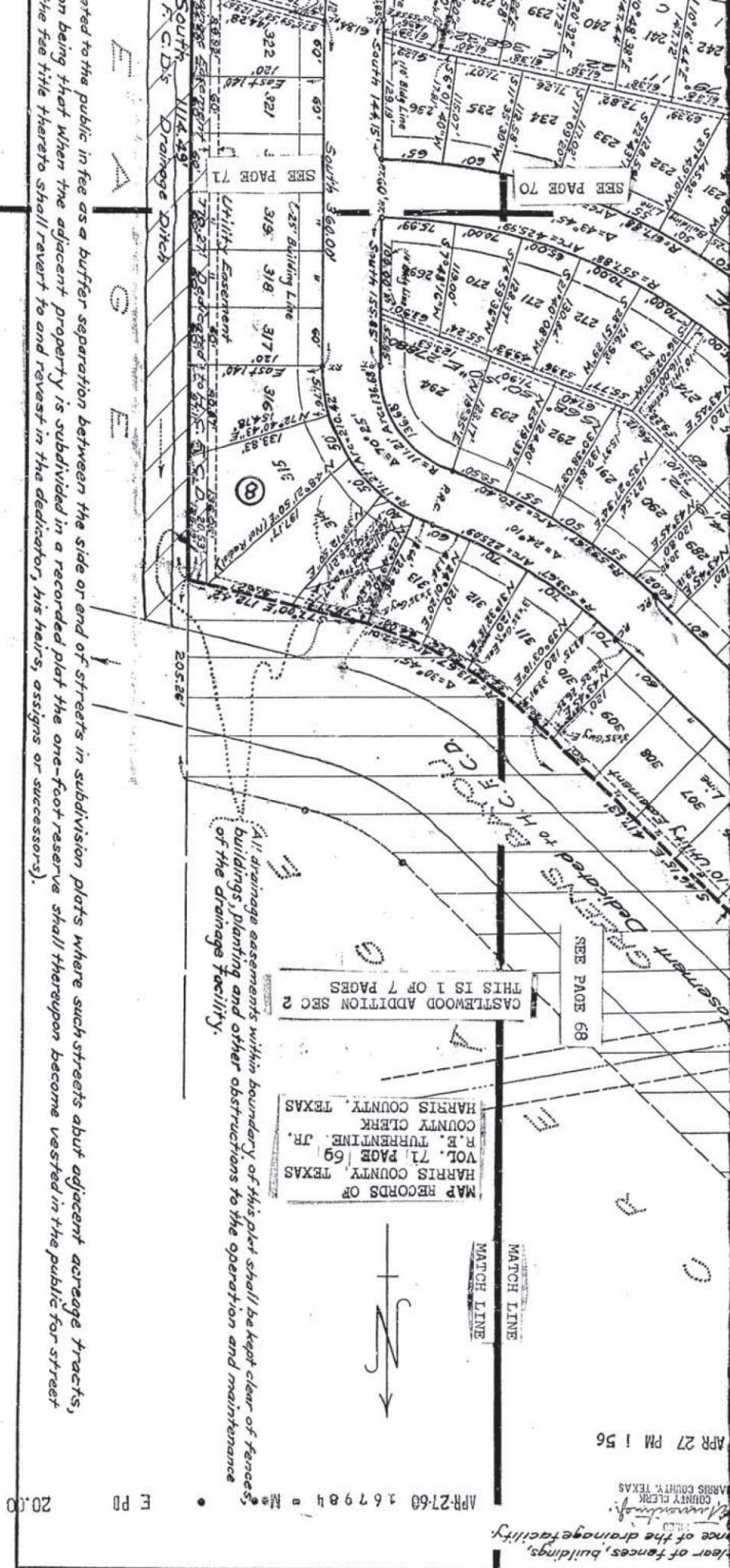
All drainage easements within boundary of this plat shall be kept clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility.

MAP RECORDS OF
HARRIS COUNTY, TEXAS
VOL. 1, PAGE 69
F.E. CHERNEY, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

MATCH LINE
MATCH LINE

SEE PAGE 69

CASTLEWOOD ADDITION SEC 2
THIS IS 1 OF 7 PAGES



being that when the adjacent property is subdivided in a recorded plat the one-foot reserve shall thereupon become vested in the public for street use and the fee title thereto shall revert to and revert in the dedication, his heirs, assigns or successors).

All drainage easements within boundary of this plat shall be kept clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility.

CASTLEWOOD ADDITION SEC 2
THIS IS 1 OF 7 PAGES

MAP RECORDS OF
HARRIS COUNTY, TEXAS
VOL. 71, PAGE 69
R.E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

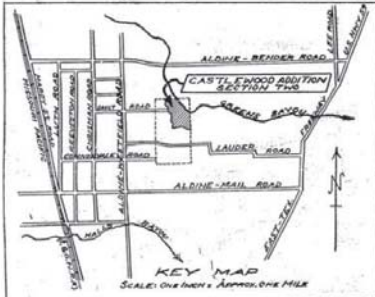
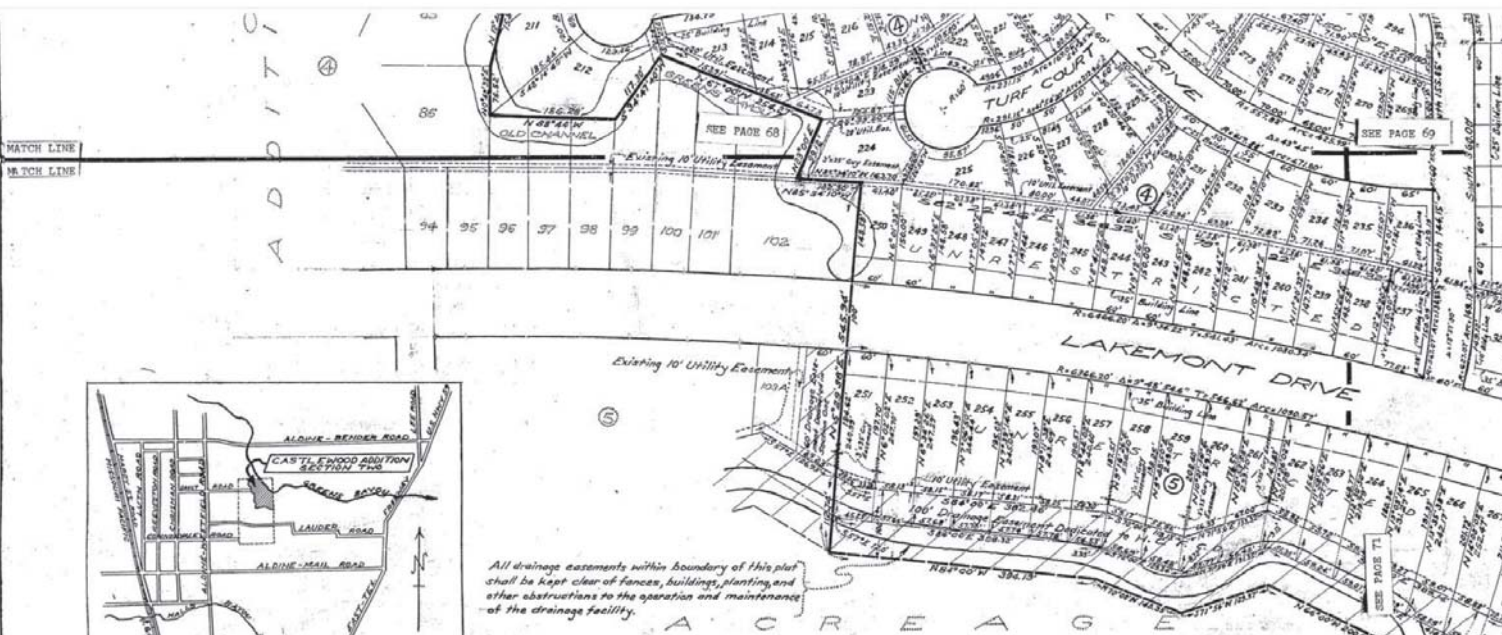
MATCH LINE

SEE PAGE 68

SEE PAGE 70

APR 27 PM 1 56

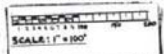
APR-27-60 167984 = M...
E PD 20.00



All drainage easements within boundary of this plat shall be kept clear of fences, buildings, planting, and other obstructions to the operation and maintenance of the drainage facility.

CASTLEWOOD ADDITION SECTION TWO

A SUBDIVISION OF 51.04 ACRES OF LAND IN THE JOHN MARKE SURVEY, A-555, IN HARRIS COUNTY, TEXAS



Scale: 1"=100'

March 1959

OFFICE OF E. S. BUTLER
CIVIL ENGINEER, TEXAS REG. NO. 5346

MAP RECORDS OF
HARRIS COUNTY, TEXAS
VOL. 171, PAGE 170
P. S. TURBENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF HARRIS:

I, Allen C. Hutchason, individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I. S. Deutscher, E. G. Leonard, Joe M. Black, Charles M. Black, Edward M. Black, F. G. Eldman and Willie Lee Moore, owners of the property subdivided in the above and foregoing map of CASTLEWOOD ADDITION, SECTION TWO, do hereby make subdivision of said property according to the lines, streets, lots, alleys, parks, playgrounds, building lines and easements therein shown, and designate said subdivision as CASTLEWOOD ADDITION, SECTION TWO, located in the John Marke Survey in Harris County, Texas, and dedicate to public use, as such, the streets, alleys, parks, playgrounds and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves our successors and assigns to warrant and forever defend the title to the land so dedicated.

This is to certify that I, Allen C. Hutchason, individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I. S. Deutscher, E. G. Leonard, Joe M. Black, Charles M. Black, Edward M. Black, F. G. Eldman and Willie Lee Moore, owners of the property subdivided in the above and foregoing map of Castlewood Addition, Section Two, have complied or will comply with the existing Harris County Road Law, Section 31-C as amended by House Bill 389, Acts of 1959, 56th Legislature; and all other regulations heretofore on file with the Harris County Engineer and adopted by the Commissioners' Court of Harris County.

There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown hereon.

FURTHER, I, Allen C. Hutchason, individually, and as agent and attorney-in-fact for the above mentioned owners of the property subdivided in the above and foregoing map of Castlewood Addition, Section Two, do hereby dedicate forever to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all gullies, ravines, draws, sloughs, or other natural drainage courses located in said subdivision, as easements for drainage purposes, giving Harris County and/or any other public agency the right to enter upon said easement at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures. FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Harris County, by Harris County or any citizen

This is to certify that I, E. S. Butler, a registered engineer of the State of Texas, have above subdivision from an actual survey on the ground; and that all block corners, angle points and are properly marked with 1" iron pipe 3' long, and that this plat correctly represents that survey.

CASTLEWOOD ADDITION SEC 2
THIS IS 1 OF 7 PAGES

This is to certify that the City Planning Commission of the City of Houston, Texas, this plat and subdivision of CASTLEWOOD ADDITION, SECTION TWO, as shown hereon.

IN TESTIMONY WHEREOF, witness the official signature of the Chairman and Secretary of the City Planning Commission of the City of Houston, Texas, this 26th day of May, 1959.

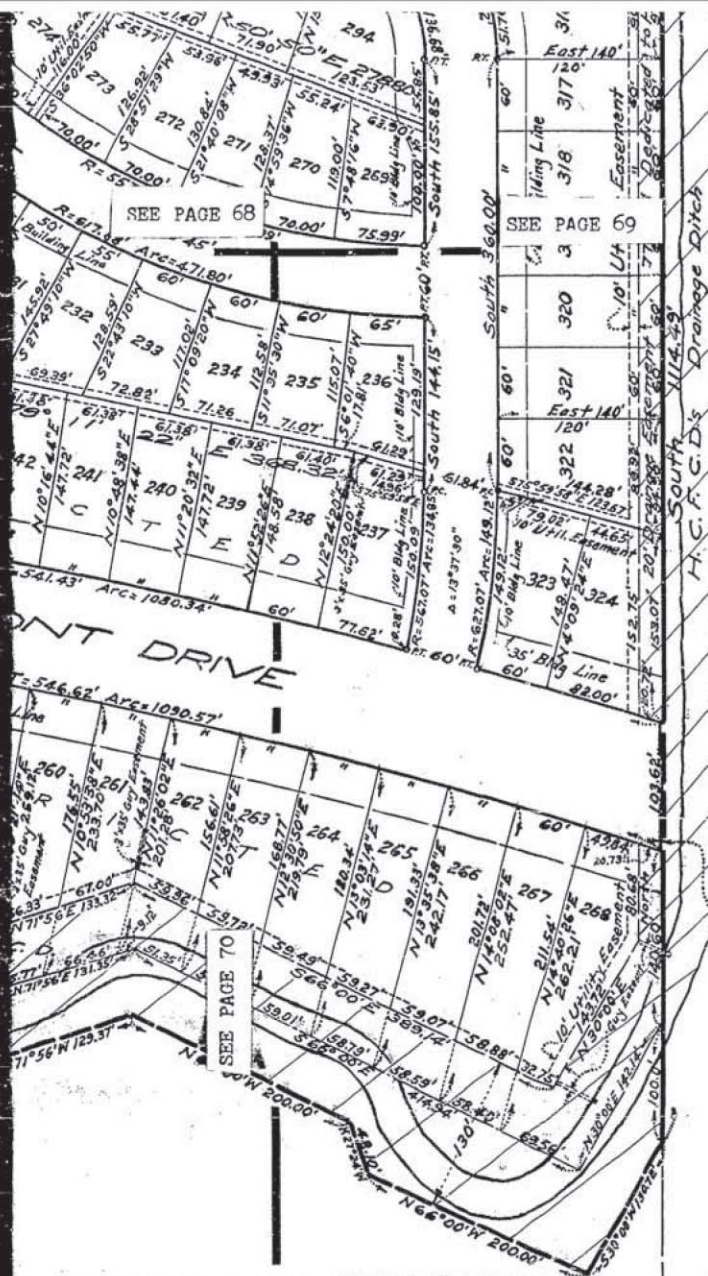
Ralph S. Ellipt
SECRETARY - ENGINEER

E. S. Butler
E. S. BUTLER, Jr.
Texas Registration No. 1152

I, HUGO W. M. ZAPP, County Engineer of Harris County, do hereby certify that the plat subdivision complies with all existing rules and regulations of this office as provided in the Harris County Code, and further that it complies or will comply with all of the laws including Section 31-C as amended by House Bill 389, Acts of 1959, 56th Legislature.

Hugo W. M. Zapp
COUNTY ENGINEER

EXHIBIT A-13



HARRIS COUNTY, TEXAS

MAP RECORDS OF
HARRIS COUNTY, TEXAS
VOL. 71, PAGE 71
R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS



CASTLEWOOD ADDITION SEC 2
THIS IS 1 OF 7 PAGES

registered engineer of the State of Texas, have plotted the
bound; and that all block corners, angle points and points of curve
that this plat correctly represents that survey made by me.

E. S. Butler
E. S. BUTLER, ENGINEER
Texas Registration No. 5346

Commission of the City of Houston, Texas, has approved
ADDITION, SECTION TWO, as shown hereon.

signature of the Chairman and Secretary of the City Planning Commission of
day of MAY, 1959

McEwalter
CHAIRMAN

MATCH LINE

of Harris County, Texas, hereby certify that the plat of this
regulations, as adopted by the City Commissioners,
with all of the laws included in the Harris County Law, also including
Acts of 1959, 56th Legislature.

Angus H. Ziff 4/20-60
COUNTY ENGINEER

One-foot reserve dedicated to the public in fee as a buffer separation
the condition of such dedication being that when the adjacent property
right-of-way purposes (and the fee title thereto shall revert to and re-ve

hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves our successors and assigns to warrant and forever defend the title to the land so dedicated.

This is to certify that I, Allen C. Hutcherson, individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I.S. Deutser, E. G. Leonard, Joe M. Black, Charles M. Black, Edward M. Black, F. G. Eidman and Willie Lee Moore, owners, of the property subdivided in the above and foregoing map of Castlewood Addition, Section Two, have compiled or will compile with the existing Harris County Road Law, Section 31-C as amended by House Bill 389, Acts of 1959, 56th Legislature, and all other regulations heretofore on file with the Harris County Engineer and adopted by the Commissioners' Court of Harris County.

There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown hereon.

FURTHER, I, Allen C. Hutcherson, individually, and as agent and attorney-in-fact for the above mentioned owners of the property subdivided in the above and foregoing map of Castlewood Addition, Section Two, do hereby dedicate forever to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all gutters, revets, drains, ditches, or other natural drainage courses located in said subdivision, as easements for drainage purposes, giving Harris County and/or any other public agency the right to enter upon said easement at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures. FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Harris County, by Harris County or any citizen thereof, by injunction, as follows:

1. That drainage of septic tanks into road, street, alley, or other public ditches, either directly or indirectly, is strictly prohibited.
 2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of one and three quarters (1 3/4) square feet (18" diameter pipe culvert). Culverts or bridges must be used for driveways and/or walks.
- FURTHER, the owners of the property subdivided in the above and foregoing map of Castlewood Addition, Section Two, shall cause any pipe lines located in easements or rights-of-way shown on this map to be adjusted in elevation and/or location and without cost to the public where such adjustment is required by the properly constituted authority to permit the proper installation of pavement, drainage or sewer facilities.

We hereby covenant and agree that all lots within the boundaries of this subdivision are for residential purposes unless otherwise noted.

We hereby covenant and agree with the City of Houston and/or Harris County and/or any property owner that no dwelling unit shall be constructed and/or occupied on any lot having an area of less than seven thousand (7000) square feet unless a sanitary sewer system meeting the approval of County and State Health authorities shall first have been extended to the lot, plot, or site, and in no case shall any dwelling be constructed on a lot, plot or site of less area than five thousand (5000) square feet or with less street frontage than fifty (50) feet.

NOTES: 1. All ten-foot utility easements extend five (5) feet on either side of a common lot line unless otherwise indicated. 2. All drainage easements within boundary of this plot shall be kept clear of fences, buildings, planting, and other obstructions to the operation and maintenance of the drainage facility.

3. All transition building lines shown on the above and foregoing map provide a minimum angle of forty-five (45) degrees where an offset in building lines is greater than five (5) feet.

WITNESS my hand in Houston, Harris County, Texas, this 29th day of APRIL A.D. 1959.

Allen C. Hutcherson
ALLEN C. HUTCHERSON,

individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I.S. Deutser, E. G. Leonard, Joe M. Black, Charles M. Black, Edward M. Black, F. G. Eidman and Willie Lee Moore.

STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority on this day personally appeared Allen C. Hutcherson, individually, and as agent and attorney-in-fact for Archer Development Company, Inc., I.S. Deutser, E. G. Leonard, Joe M. Black, Charles M. Black, Edward M. Black, F. G. Eidman and Willie Lee Moore, 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 set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of APRIL A.D. 1959.

Barbara L. Carter
NOTARY PUBLIC
In and for Harris County, Texas

This is to certify that the City Planning Commission of the City of Houston, Texas, this plat and subdivision of CASTLEWOOD ADDITION, SECTION TWO, as shown hereon.

IN TESTIMONY WHEREOF, witness the official signatures of the Chairman and Secretary of the City Planning Commission of the City of Houston, Texas, this 29th day of APRIL, 1959.

Ralph S. Ellifrit
SECRETARY-ENGINEER

On E. E. Hall
SEE PAGE 71 CHAIRMAN

I, HUGO M. H. ZAPP, County Engineer of Harris County, do hereby certify that the plat subdivision complies with all existing rules and regulations of this office as adopted by the Harris County and further that it complies or will comply with all of the laws included in the Harris County, Section 31-C as amended by House Bill 389, Acts of 1959, 56th Legislature.

Hugo M. H. Zapp
COUNTY ENGINEER

I, H. R. JENSEN, Flood Control Engineer of Harris County Flood Control District, Texas, do hereby certify that the plat of this subdivision complies with Requirements for Interceptor Drainage as adopted by Commissioners' Court, however, no certification is hereby given as to the from this subdivision on the intercepting drainage artery or parent stream, or on any other area or sub-watershed.

H. R. Jensen
FLOOD CONTROL ENGINEER

APPROVED by the Commissioners' Court of Harris County, Texas, this 29th day of APRIL, 1959.

W. D. Chalmers
COMMISSIONER PRECINCT 1

W. H. Ramey
COMMISSIONER

Barbara L. Carter
COUNTY JUDGE

P. E. Brown
COMMISSIONER PRECINCT 3

B. A. Fagan
COMMISSIONER

STATE OF TEXAS:
COUNTY OF HARRIS:

I, R. E. TURRENTINE, JR., Clerk of the County Court of Harris County, Texas, do hereby certify that the certificate of authentication was filed for registration in my office on APRIL 29, 1959, at 1:56 o'clock P. M., and duly recorded on APRIL 29, 1959, at 7:20 o'clock P. M. in Vol. 71 Page 67 Harris County, MAP Records.

WITNESS my hand and seal of office, at Houston, Texas, the day and date last above written.

MAP RECORDS OF
HARRIS COUNTY, TEXAS
VOL. 71 PAGE 172
R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

R. E. TURRENTINE, JR., Clerk
Harris County, Texas
THIS CERTIFICATE IS VALID ONLY AS TO
INSTRUMENTS ON WHICH THE ORIGINAL SIGNATURE
IS FILED AND ONLY AS TO THE EXTENT
OF THE INSTRUMENT AS RECORDED.

CASTLEWOOD ADDITION SEC 2
THIS IS 1 OF 7 PAGES

EXHIBIT A-15

ing Commission of the City of Houston, Texas, has approved
ADDITION, SECTION TWO, as shown hereon.

cial signature of the Chairman and Secretary of the City Planning Commission of
day of MAY, 1952.

SEE PAGE 70

CH. SEE PAGE 71

MATCH LINE

MATCH LINE

er, of Harris County, do hereby certify that the plat of this
regulations of this office as adopted by the Harris County Commissioners
ly with all of the laws included in the Harris County Road Law, also including
9, Acts of 1959, 56th Legislature.

Angus W. Goff 4/20-60
COUNTY ENGINEER

Engineer of Harris County Flood Control District, Harris County,
subdivision complies with "Requirements for Internal Subdivision
however, no certification is hereby given as to the effect of drainage
artery or parent stream, or on any other area or subdivision within

H. R. Jensen
FLOOD CONTROL ENGINEER

of Harris County, Texas, this 20 day of APRIL, 1952.

SEE PAGE 72

W. W. Ramsey
COMMISSIONER

PRECINCT 2

MAP RECORDS OF
HARRIS COUNTY, TEXAS
VOL. 71 PAGE 73
R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Bell
COUNTY JUDGE

R. E. Turrentine, Jr.
COMMISSIONER

PRECINCT 2

the County Court of Harris County, Texas, do hereby certify that the
lication was filed for registration in my office on APRIL 27, 1952,
n APRIL, 1952, at 7:30 o'clock P. M.,
County MAP Records.

CASTLEWOOD ADDITION SEC 2
THIS IS 1 OF 7 PAGES

e, at Houston, the day and date last above written.

R. E. TURRENTINE, JR., Clerk, County Court
Harris County, Texas

THIS CERTIFICATE IS VALID ONLY AS TO THE
INSTRUMENT ON WHICH THE ORIGINAL SIGNATURE
IS APPLIED AND ONLY TO THE EXTENT THAT
SUCH INSTRUMENT IS NOT ALTERED OR CHANGED
AFTER RECORDING.

2830-A-2

2830

MEMORANDUM



9900 Northwest Freeway
Houston, TX 77092
713-684-4000

DATE: October 20, 2021

TO: Isabel Fung, P.E.
Project Manager

FROM: Diana C. Ward, P.E.
On-Call Utility Coordinator

RE: Utility Adjustments
CenterPoint Energy Houston Electric, LLC
Project ID P500-06-00-E006
Agreement No. 2022-80; Bond ID C-34

Attached for your approval is the estimated cost and construction drawing of the proposed removal to CenterPoint Energy Houston Electric, LLC, Overhead Facilities near Gault Rd., near HCFCD Unit P500-06-00.

The estimated cost is \$186,196.02

TOTAL \$186,196.02

APPROVED:

Isabel S. Fung

Isabel Fung, P.E.
Project Manager

DCW:ISF:abr

Enclosures: Estimated Cost
Drawing

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement 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 construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, 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
Lauder Detention Basin

The Company agrees to accept payment of \$186,196.02 _____ 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: removal and relocation of overhead facilities.

SAP# 97912100 \$166,072.06

SAP# 98935964 \$20123.96

- 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.

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.

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

By William F Wilcox Jr

William F Wilcox Jr
(name printed or typed)

Title Staff Service ConsultantDate 07/15/2021Harris County Flood Control District

Retail Customer

By Diana C. Ward

Diana C. Ward, P.E.
(name printed or typed)

Utility Coordinator Consultant for
Title Harris County Flood Control District

Date 10/28/2021

PERMIT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

HARRIS COUNTY FLOOD CONTROL DISTRICT
PROJECT ID P500-06-00-E006

WHEREAS, the **Harris County Flood Control District**, hereinafter referred to as the "District," proposes to make certain channel improvements to HCFCD Unit P500-06-00 generally located as follows:

P500-06-00 near Gault Rd., near HCFCD Unit P500-06-00, Precinct 2.

WHEREAS, it is understood **CenterPoint Energy Houston Electric, LLC**, hereinafter referred to as the "Owner," acting by and through Kevin Meals, Agent & Attorney-in-Fact, Regional Operations is in possession of, and will retain possession of, certain overhead power facilities that the District must cross and encroach upon in the construction and maintenance of these improvements, and such crossings or encroachments being as detailed and to the extent as shown and described on the sketch sheet or sheets which are attached hereto and made a part hereof.

NOW, THEREFORE, formal permission is hereby granted to the District to cross and encroach upon the Owner's said facility for the purposes set forth herein and as detailed and to the extent as shown and described on the attached sketch sheet or sheets.

It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance or other work on facilities owned and operated by either the District or the Owner in the area jointly occupied by this permit, where such work will disturb, detrimentally affect, interfere with or be inconvenient to the facilities or responsibilities of either party, agreement will be reached in writing by the parties hereto before such work is undertaken. However, in the event of any emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

The Owner by execution of this permit retains all rights, including but not limited to prior title rights, and does not waive any of the rights which the Owner may legally have within the limits of the laws of this State.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures.

**HARRIS COUNTY FLOOD
CONTROL DISTRICT**

**CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC**

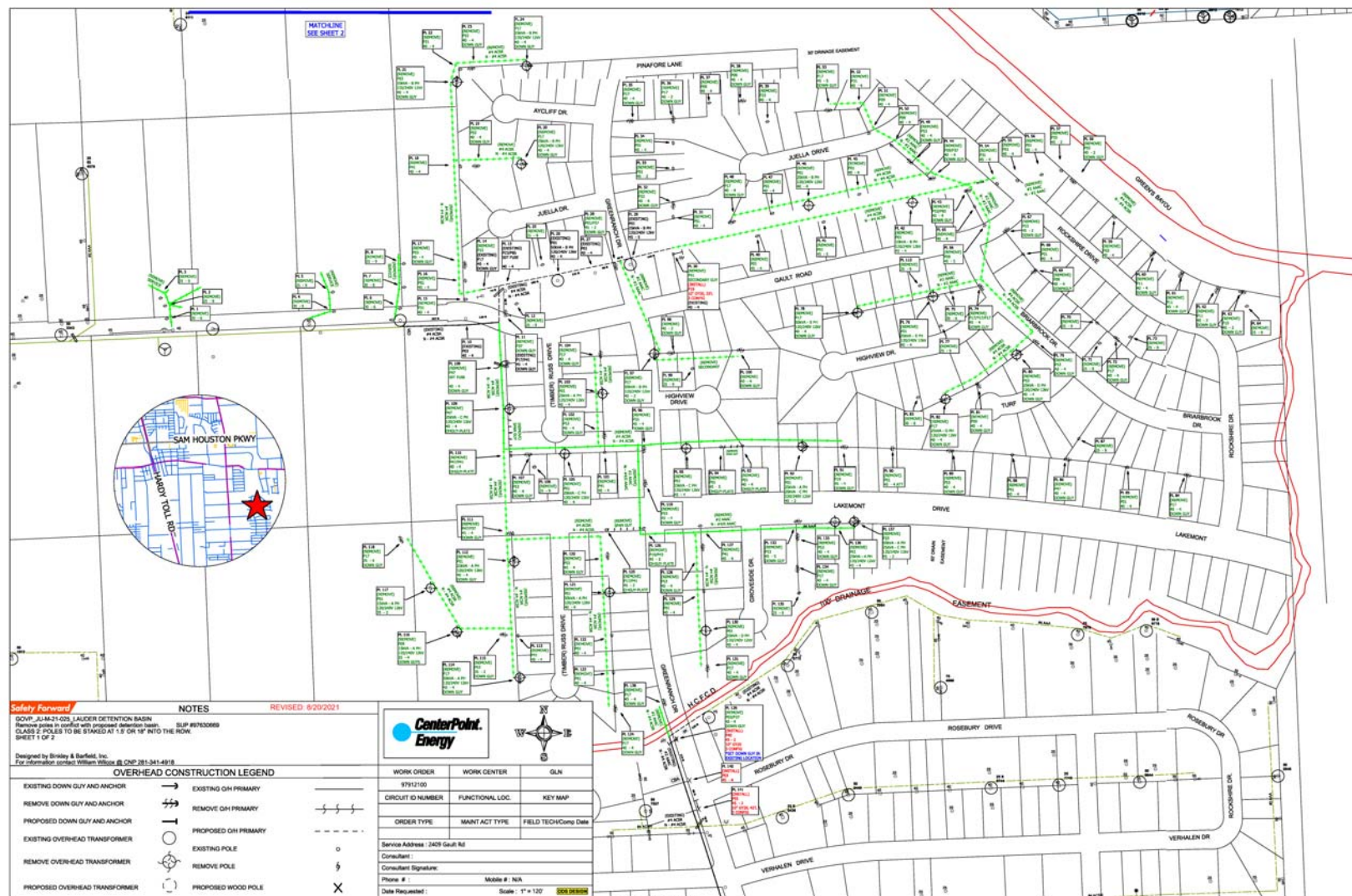
By _____
 Lina Hidalgo
 County Judge

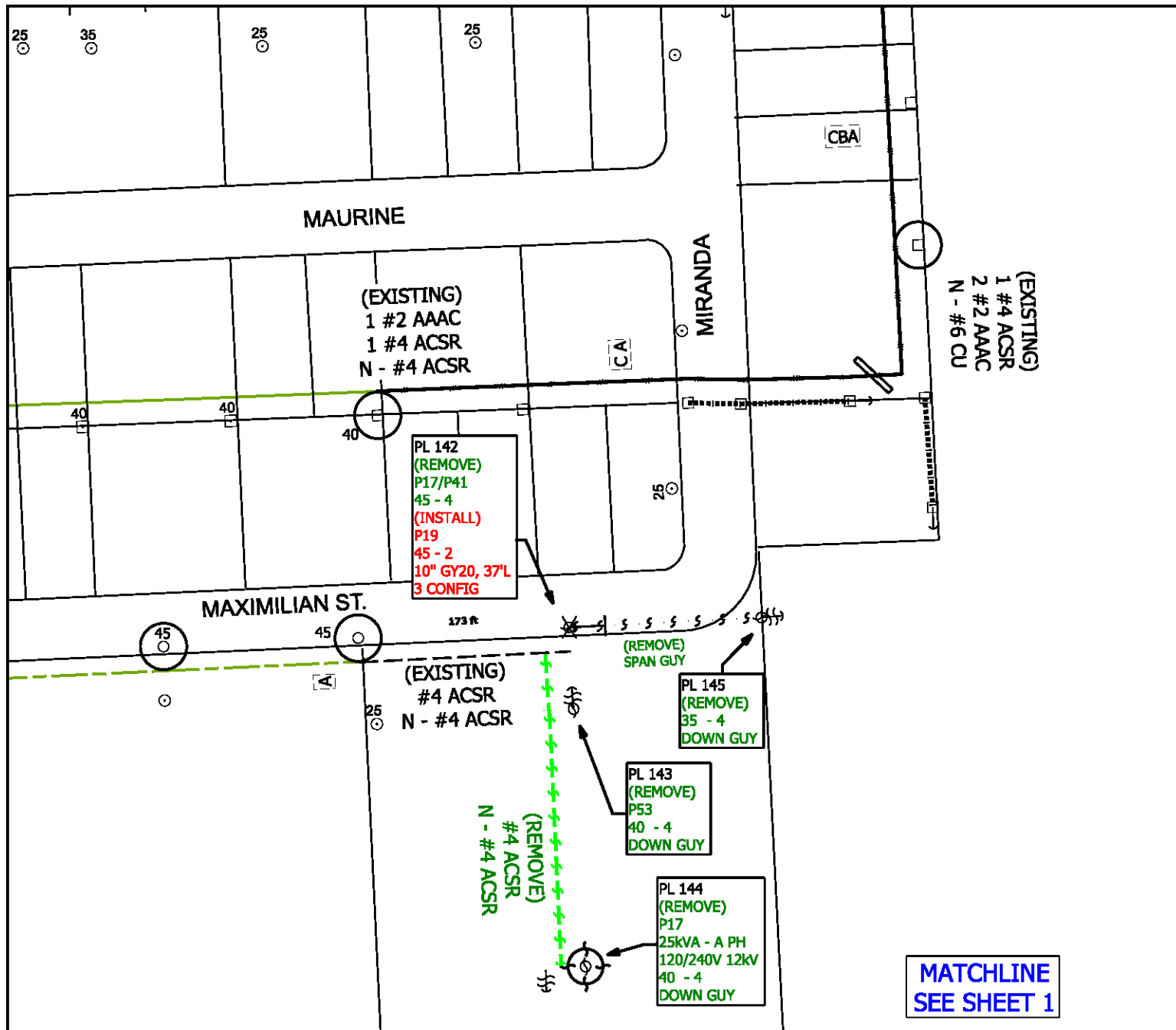
DocuSigned by:

 By _____
 Kevin A. Meals
 Agent & Attorney-in-Fact

Date _____

Date 11/9/2021





Safety Forward

CENTERPOINT ENERGY

REVISED: 8/20/2021

NOTES: GOVP_JU-M-21-025_LAUDER DETENTION BASIN

Remove poles in conflict with proposed detention basin.

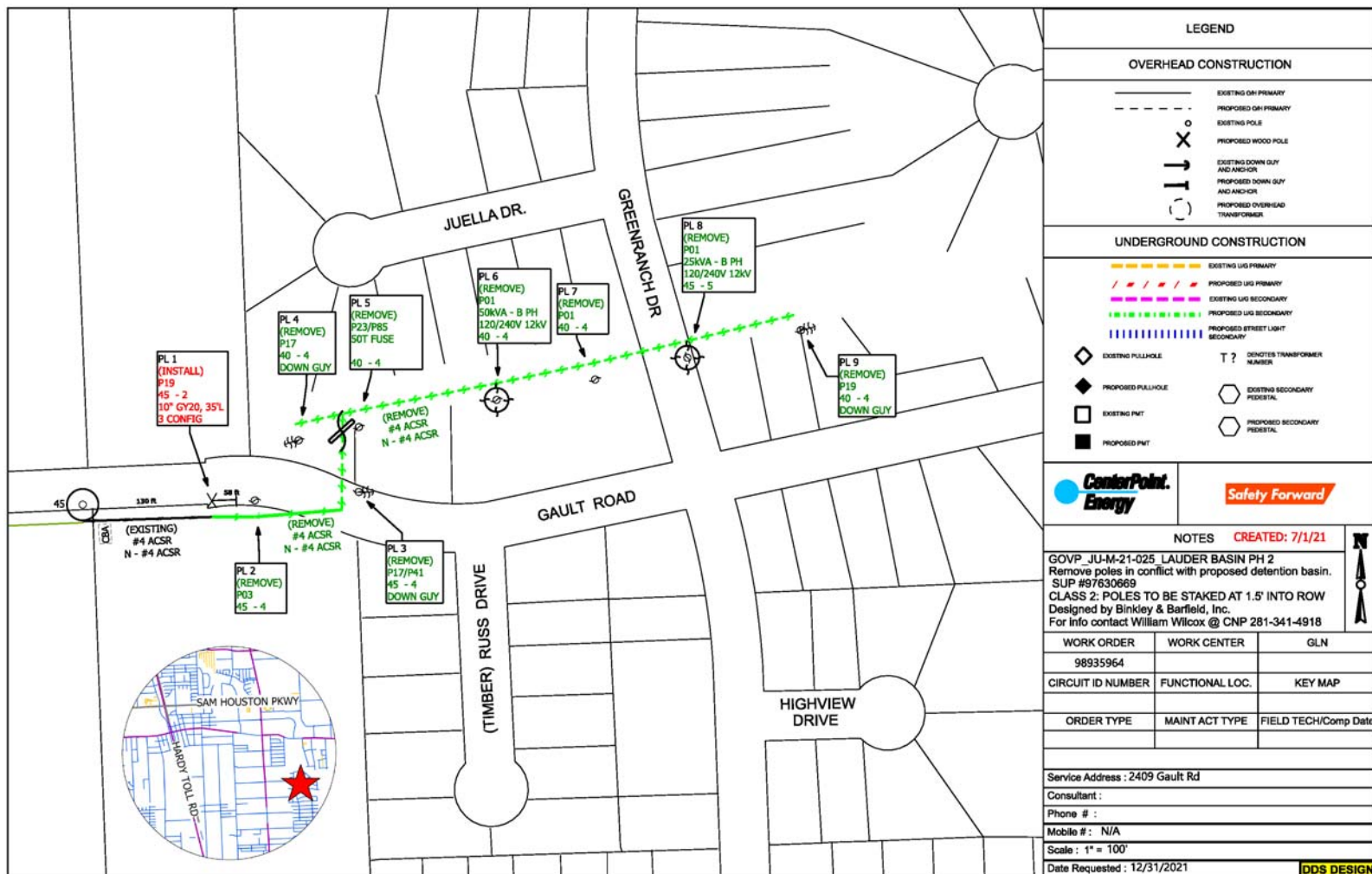
SHEET 2 OF 2

Designed by Binkley & Barfield, Inc.

For information contact William Wilcox @ CNP 281-341-4918



WORK ORDER #	MAIN WORK CENTER	ORDER TYPE	MAINT ACCT TYPE
97912100			
ADDRESS: 2409 Gault Rd			
CONSULTANT		GLN	FUNCTIONAL LOCATION
PHONE NUMBER	MOBILE NUMBER	KEY MAP	CIRCUIT ID NUMBER
	N/A		
DATE REQUESTED	FIELD TECH	FIELD COMPLETION DATE	SCALE: 1" = 120'
12/31/2021			DDS DESIGN



Leslie Wilks Garcia, C.P.A., C.F.E.
First Assistant County Auditor

Errika Perkins, C.P.A., C.I.A.
Chief Assistant County Auditor
Audit Division



1001 Preston, Suite 800
Houston, Texas 77002-1817
(832) 9274600

FAX (713) 755-8932
Help Line (832) 927-4558

MICHAEL POST, C.P.A., M.B.A.
HARRIS COUNTY AUDITOR

April 15, 2019

To: All Utility Companies

From: Auditor's Office
Harris County, Texas

Re: Harris County Flood Control District
Guidelines for Utility Adjustments Claims

This memorandum is to serve as clarification regarding the documentation required to support utility adjustment claims submitted to the Harris County Flood Control District.

- A. All costs should be itemized on a claim.
- B. Individual cost items that are over \$500.00, or that are over 5% of the total contract amount, whichever is smaller, shall require copies of invoices to be furnished as back-up documentation.
- C. Items requiring back-up documentation include but are not limited to, the following:
 - 1. All work done by subcontractors.
 - 2. Work done by the company, such as:
 - a. Material and equipment cost, including in-house requisitions and transfers.
 - b. Employee expenses, including vouchers for hotel expenses, transportation, etc.
- D. Categories of items not requiring back-up, but still needing to be itemized, include:
 - I. Overhead Cost
 - a. Overhead shall be applied to company labor expenses and materials taken from stores only. Expenses such as sub-contract labor or services and materials purchases on a project specific basis shall not have overhead cost applied.
 - 2. Employee Benefits (insurance, taxes, etc.)
 - 3. Salvage Costs
- E. Company labor costs should be itemized to include employee title or job title; hours worked, and total earnings. In certain instances, the Auditor's Office may ask for copies of payroll journals as documentation.

If you have any questions regarding the above "guidelines", please call the Harris County Flood Control District and ask for the utility coordinator who handles Utility Adjustments at (346) 286-4801.

Sincerely,

A handwritten signature in blue ink that reads "Michael Post".

Michael Post
County Auditor

EXHIBIT "F"

INSURANCE

Coverage and Limits. During the Term of this Agreement and any extensions thereto, Consultant at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, Consultant shall provide and maintain the following coverage and limits:

- (a) Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the Project, and in accordance with state law.

Employers' Liability

(i)	Each Accident	\$1,000,000
(ii)	Disease – Each Employee	\$1,000,000
(iii)	Policy Limit	\$1,000,000

- (b) Commercial General Liability, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the Harris County Flood Control District may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. *The Harris County Flood Control District shall be named Additional Insured on primary/non-contributory basis.*

(i)	Each Occurrence	\$1,000,000
(ii)	Personal and Advertising Injury	\$1,000,000
(iii)	Products/Completed Operations	\$1,000,000
(iv)	General Aggregate (per project)	\$2,000,000

- (c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- (d) Umbrella/Excess Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. *The Harris County Flood Control District shall be named Additional Insured on primary/non-contributory basis.*
- (e) Automobile Liability insurance to include Consultant's liability for death, bodily injury, and property damage resulting from Engineer's activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars (\$1,000,000) for each accident. *The Harris County Flood Control District shall be named Additional Insured on primary/non-contributory basis.*

- (f) Any other coverage required of Consultant pursuant to statute.

Delivery of Policies. Immediately upon execution of this Agreement and before any Services are commenced by Consultant, Consultant shall provide the Harris County Flood Control District evidence of all of the above coverage on forms and with insurers acceptable to the Harris County Flood Control District. Consultant must maintain a valid Certificate of Insurance as described herein on file with the Harris County Flood Control District at all times during the term of this Agreement. Consultant must either mail the Certificate of Insurance to the Harris County Flood Control District at 9900 Northwest Freeway, Houston, TX 77092.

Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

Certificates of Insurance. Consultant shall provide unaltered Certificates of Insurance that evidence the required coverage and endorsements and satisfy the following requirements:

- (a) Be less than 12 months old;
- (b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;
- (c) Include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
- (d) Be appropriately marked to accurately identify:
 - (i) All coverage and limits of the policy;
 - (ii) Effective and expiration dates;
 - (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.

Certified Copies of Policies and Endorsements. Upon request, Consultant shall furnish certified copies of insurance policies and endorsements to the Harris County Flood Control District.

Renewal Certificates. Renewal certificates are due to the Harris County Flood Control District at least thirty (30) days prior to the expiration of the current policies.

Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. Consultant shall furnish evidence of such insurance to the Harris County Flood Control District as well.

Additional Insured. Consultant shall include the Harris County Flood Control District and its respective officers, directors, agents, and employees as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability insurance certificates. Consultant's coverage shall be primary insurance to any similar insurance maintained by the Harris County Flood Control District and must contain an endorsement stating such. Coverage to the Harris County Flood Control District as an Additional Insured on any of Consultant's insurance coverage shall not be subject to any deductible.

Deductibles. Consultant shall be responsible for and pay any claims or losses to the extent of any deductible amounts applicable under all such policies and waives any claim it may have for the same against the Harris County Flood Control District, its officers, directors, agents, or employees.

Claims-made Policies. All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a minimum of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). Consultant shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

Waiver of Subrogation. Consultant waives any claim or right of subrogation to recover against the Harris County Flood Control District, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.

Notice of Cancellation, Non-Renewal, or Material Change. Consultant shall provide the Harris County Flood Control District with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage.

Remedies for Noncompliance. Failure to comply with any part of this Section is a material breach of this Agreement. Consultant could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Services, or be terminated from this Agreement for any lapse in coverage or material change in coverage that causes Consultant to be in noncompliance with the requirements of this Section.

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with the following members present, to wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to wit: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF A CONTRACTUAL AGREEMENT FOR RIGHT-OF-WAY UTILITY ADJUSTMENTS BY AND BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, CenterPoint Energy Houston Electric, LLC, the OWNER, in an Affidavit attached hereto as Exhibit "A," and incorporated herein by reference for all purposes as though fully set forth verbatim herein, has asserted an interest in certain overhead power facilities that proposed public flood control and drainage improvement(s) will necessitate the adjustment, relocation or removal of as indicated in the following statement of work ("Work"):

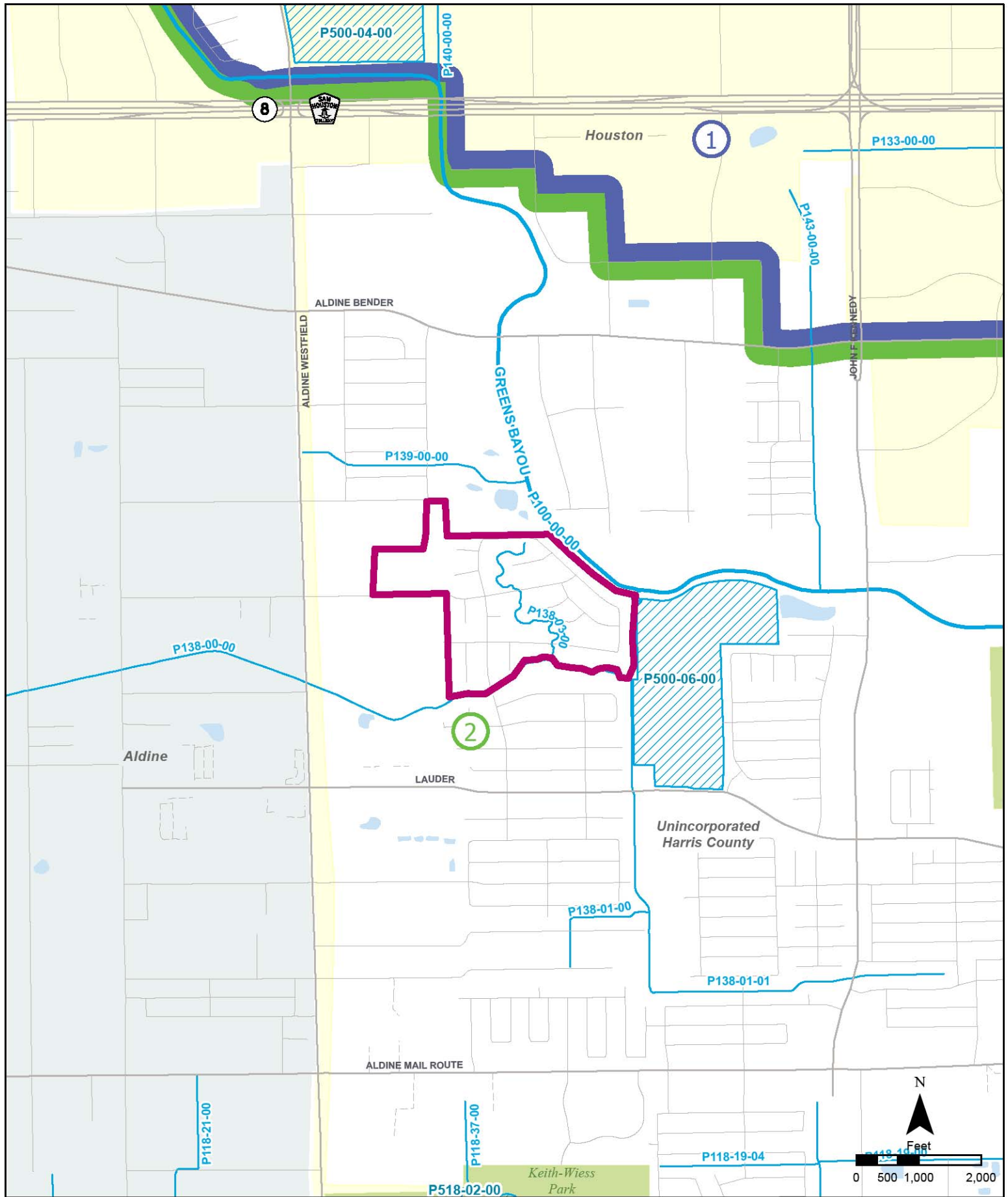
Adjust, relocate or remove OWNER's facility as referenced in OWNER's estimate of Cost attached hereto as Exhibit "C" received by HCFCD on August 20, 2021, to P500-06-00-E006, Lauder Stormwater Detention Basin Phase 2, near Gault Rd., CenterPoint Energy Houston Electric, LLC, Removal of Overhead Facilities near HCFCD Unit P500-06-00, Precinct 2.

WHEREAS, the DISTRICT desires to accomplish the adjustment, relocation or removal of the OWNER's utility facilities by entering into an agreement with the OWNER.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, a Contractual Agreement for Right of Way Utility Adjustments by and between the Harris County Flood Control District and CenterPoint Energy Houston Electric, LLC, for a Maximum Amount to be paid by the District of One Hundred Eighty-Six Thousand One Hundred Ninety Six Dollars and Two Cents(\$186,196.02), said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



Project ID: P500-06-00-E006

Watershed: Greens Bayou
Precinct: 2