

REIMBURSEMENT AGREEMENT

Tract: 202-600-TX-026620

County: Fort Bend

State: Texas

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between **Kinder Morgan Tejas Pipeline LLC**, a Delaware limited liability company ("Tejas"), with an office at 1001 Louisiana Street, Houston, Texas 77002, and **Fort Bend County** ("County") whose address is 301 Jackson Street, Richmond, Texas 77469. Pipeline and County may be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Pan American Gas Company entered into a certain Right of Way Agreement (the "Pipeline Easement") executed on June 8, 1967 and recorded on July 13, 1967 at Volume 489, Page 314 of the records of the Fort Bend County Clerk, and;

WHEREAS, Kinder Morgan Tejas Pipeline LLC is successor to Pan American Gas Company and to the above-referenced Right of Way Agreement, and;

WHEREAS, Kinder Morgan Tejas Pipeline LLC operates certain pipeline and pipeline related facilities (the "Pipeline Facilities") under, upon, over, through and across the Pipeline Easement, and;

WHEREAS, County has formulated plans to construct, maintain, operate, inspect, repair, replace and remove, a roadway and related facilities (the "County Facilities") on, over, or across the Pipeline Easement, and;

WHEREAS, upon the request of County, Tejas has furnished a preliminary cost estimate to alter and modify the Pipeline Facilities, specifically to relocate Vent at Beechnut Road in order to accommodate the County Facilities.

WHEREAS, it is the desire of County to authorize Tejas to proceed with said relocation of Vent at Beechnut Road and to reimburse Tejas, subject to Tejas providing written records or invoices of all costs and expenses for the alterations and modifications, in the total amount of its actual costs and expenses in performing the work.

NOW THEREFORE, in consideration of the mutual covenants herein stated, it is agreed between the Parties as follows:

Tejas agrees to perform the alterations and modifications as denoted within the estimate to relocate Vent at Beechnut Road as shown on Exhibit "A", attached hereto and made a part hereof. Additional work to be performed by Tejas shall be at Tejas expense and shall not be billable to County.

In consideration of the alterations and modifications agreed to be made by Tejas, County does hereby authorize Tejas to proceed with the said alterations and modifications and, simultaneously with the execution of this Agreement and prior to the commencement of said work by Tejas, County shall advance to Tejas the estimated cost of said work in the total amount of fifty-nine thousand four hundred sixty-six and 00/100 dollars (\$59,466.00).

Upon completion of the work by Tejas and the accumulation of the total costs and expenses, Tejas shall provide to County written records or invoices of all costs and expenses for the relocation of Vent at Beechnut Road and shall return the unexpended balance, if any, to County. If the sum advanced by County to

is insufficient to pay for the total actual costs and expenses of the work completed by Tejas pursuant hereto, then County shall pay to Tejas such additional sum as necessary to reimburse Tejas for the total actual costs of said work, within thirty (30) days of being invoiced therefor.

Any additions or modifications to the scope of work as identified on Exhibit "A" after the date of this Agreement causing Tejas to complete additional work shall be at the expense of County and shall be performed only after a new or amended agreement is executed and payment of the additional estimated cost is made to Tejas.

The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereunto subscribed their names as of the date first above written.

KINDER MORGAN TEJAS PIPELINE LLC

Signature

Name

Title

FORT BEND COUNTY

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Exhibit "A"

Project Controls
Cost Estimating

CONSTRUCTION PLANS FOR BEECHNUT RD PAVING AND DRAINAGE IMPROVEMENTS NETCO Pipeline Crossing to FM 1464

FORT BEND COUNTY COMMISSIONERS COURT

KP GEORGE - COUNTY JUDGE
VINCENT M. MORALES, JR. - PRECINCT 1
GRADY PRESTAGE - PRECINCT 2
ANDY MEYERS - PRECINCT 3
KEN DORRCHAMPT - PRECINCT 4

FORT BEND COUNTY ENGINEER

ENGINEER: J. STAGY SIGNATURE, P.E. DATE
THESE SIGNATURES ARE VOID IF CONSTRUCTION HAS NOT
COMMENCED IN (1) YEAR FROM DATE OF APPROVAL

FORT BEND COUNTY PROJECT NO. 17204
PRECINCT 2

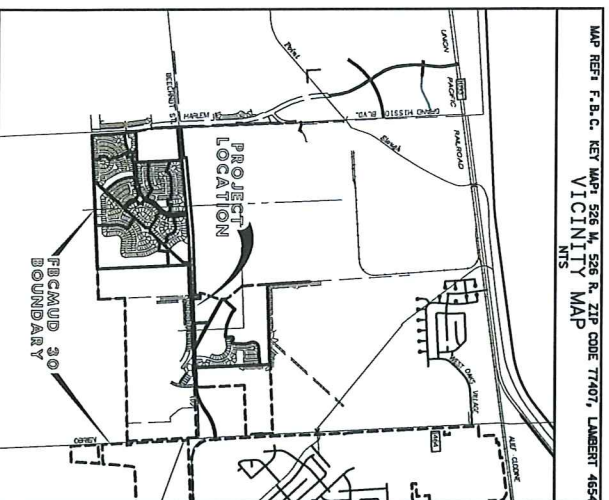


TDLR INSPECTION REQUIRED
TDLR NO. TABS2019008171
May 2020



Ann A. Miller

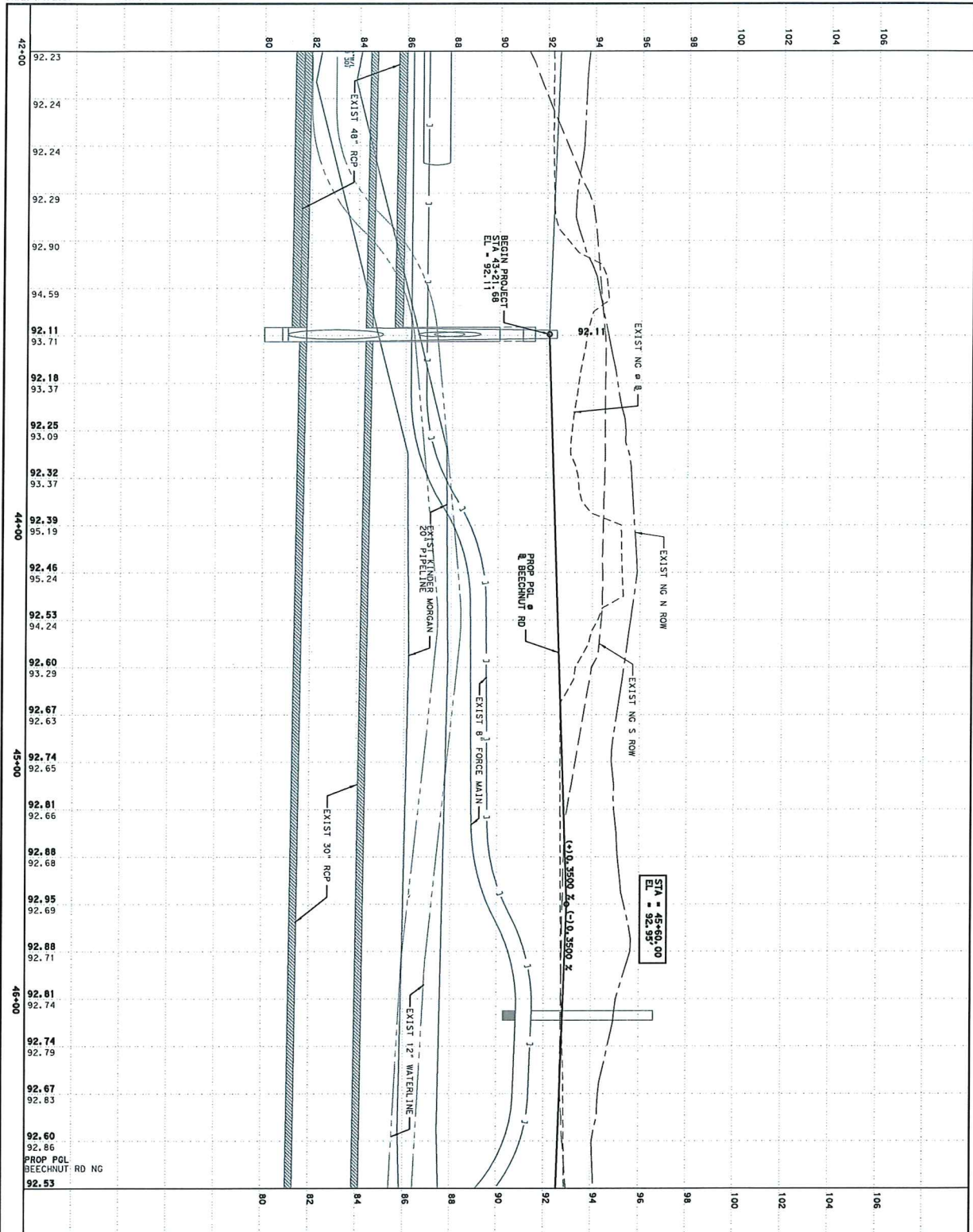
100% SUBMITTAL
5/21/2020



DESIGN SPEED = 45 MPH

Costello
Engineering and Surveying
2107 ClayWest Blvd., 3rd Floor
Houston, Texas 77042
(713)783-7788 (713)783-3580 Fax
TBPUS FIRM REG. NO. 280
TBPUS FIRM REG. NO. 100486





REV DATE BY DESCRIPTION

4/8/2020



Ann B. Nunn



Costello
 Engineering and Surveying
 2100 Gateway Blvd., 2nd Floor
 Houston, Texas 77058-1000
 (713) 210-1000
 TDD: (713) 210-1000
 TDD: (713) 210-1000

BEECHNUT ROAD

ROADWAY PROFILE
 BEG PVI TO STA 46+50.00

SHEET 2 OF 13

DESIGNED BY: ANB	DRAWN BY: PB
CHECKED BY: KLM	CHECKED BY: ANB
COUNTY: FORT BEND	JOB: 17204
CONTRACT: 17204	BECHNUT
DATE: 4/8/2020	SHEET NO.: 15

TCE #	SHEET NO	BL STATION	OFFSET
4	15 & 17	44+00-49+10	55' LT
5	17	49+10-50+10	50' LT
6	17	50+10 - 50+71	47'-57' RT
7	17 & 19 - 20	50+71 - 56+92	50' LT

LENGTH (FT)	WIDTH (FT)	TCE (L, XW)	Owner Information
510	15	7650	Grand Vista, Sec. 27, Plat No. 20180215, FBGR
100	15	1500	UNKNOWN (100' X 200')
61	15	915	Grand Vista, Sec. 27, Plat No. 20180215, FBGR
621	15	9315	Taylor Morrison of Tx, Inc., CF No. 2012132196, ORBC

LEGEND

- (A) 8" CONCRETE
 (B) 8" 82 LTS
 (C) MONO CURB (TYPE II)
 (D) 5' SIDEWALK
 (E) HIGH EARLY STRENGTH
 (F) 2' SOD
 → PROPOSED LANE
 → EXISTING LANE

PROP TYPICAL SECTION

NOTES

1. ALL PAVEMENT DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

FOR RIGHT OF WAY CLARITY

[illegible]

CONTRACTOR MUST COORDINATE SCHEDULES
CONSTRUCTION OF THE NEW BRIDGE AND THE
POLES WITHIN THE SCHEDULE OF THE TRAFFIC
CONTROL PLAN. THE POLES ARE SCHEDULED FOR
RELOCATION BY JULY 31, 2020. HOWEVER, DELAYS
MAY NEED TO BE ALLOWED AND PAVED IN PLACE
DATE. DELAYS BEYOND JULY 31, 2020 WILL BE
IN DIRECT CONFLICT TO BE CONSTRUCTED AT A LATER
DATE. DELAYS BEYOND JULY 31, 2020 WILL BE
SCHEDULED FOR AHEAD OF THE NEW BRIDGE CONSTRUCTION
AND THE COUNTY PLEASE CONTACT WILL COX AT
CEN@PONTIACMI.COM FOR ACCOMMODATIONS.
281-341-4919, willcox@pontiackmi.com

SCALE: 1"=40' H

REV DATE	BY	DESCRIPTION

4/8/2020

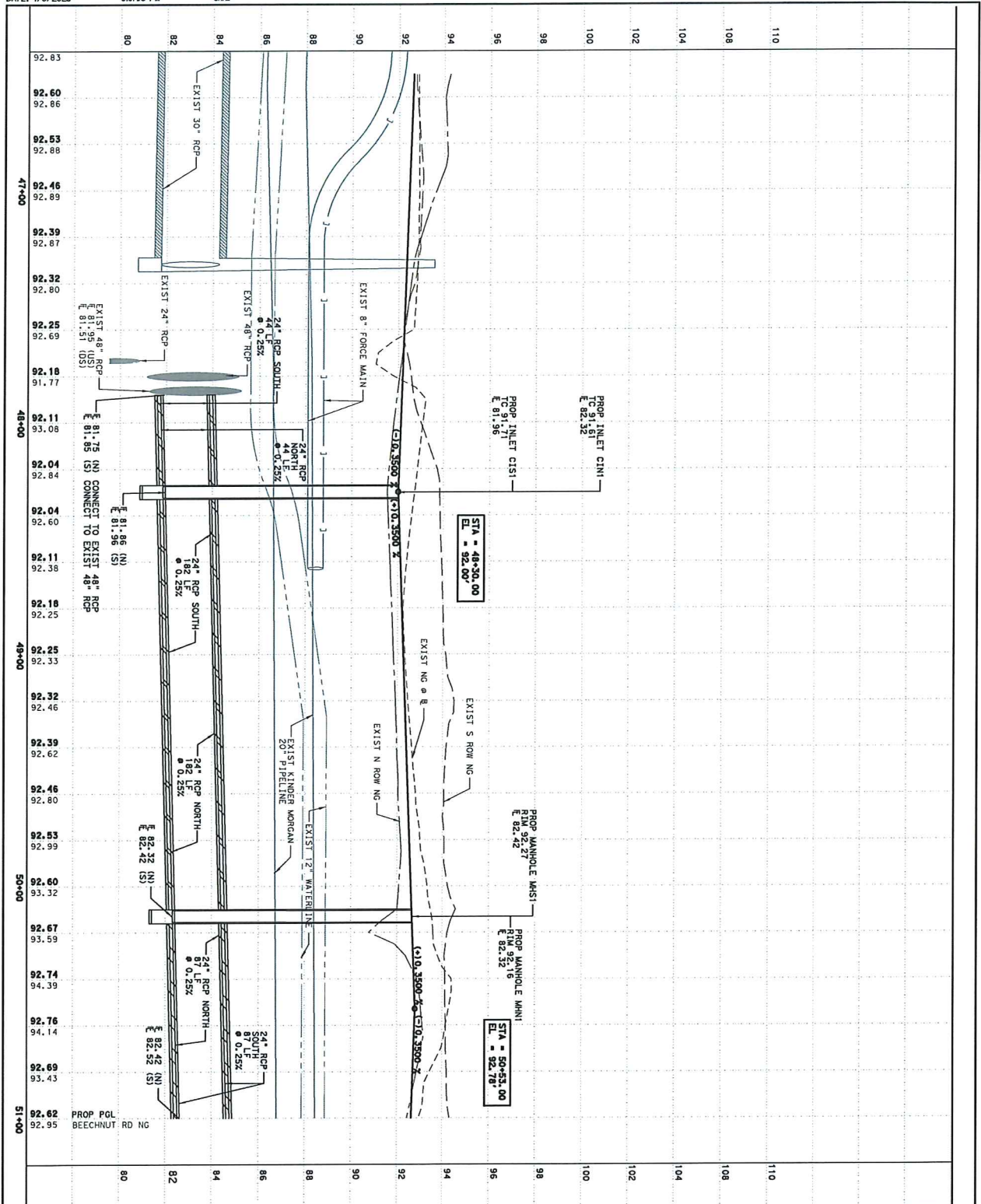
 *Ann A. Pettibone*



Costello
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2107 Chynoweth Blvd., 3rd Floor
Houston, Texas 77042
(713) 783-7768 (713) 683-5560, Fax
TDPE Firm REG. No. 280
TDPLS Firm REG. No. 100489

BEECHNUT ROAD
ROADWAY PLAN
STA 46+50.00 TO STA 51+00.00

SHEET 3 OF 13



DESIGNED BY: ANB		DRAWN BY: PA	
CHECKED BY: KLM		CHECKED BY: ANB	
COUNTY	COUNT	SEC	17204
FOR: BEND	17204	BEACHNUT	18

Costello

2100 Canyon Blvd, Suite 200
Boulder, CO 80502
TEL: 303.440.1234 FAX: 303.440.1235
WWW.COSTELLOENGINEERING.COM

BEACHNUT ROAD

ROADWAY PROFILE

STA 46+50.00 TO STA 51+00.00

SHEET 4 OF 13

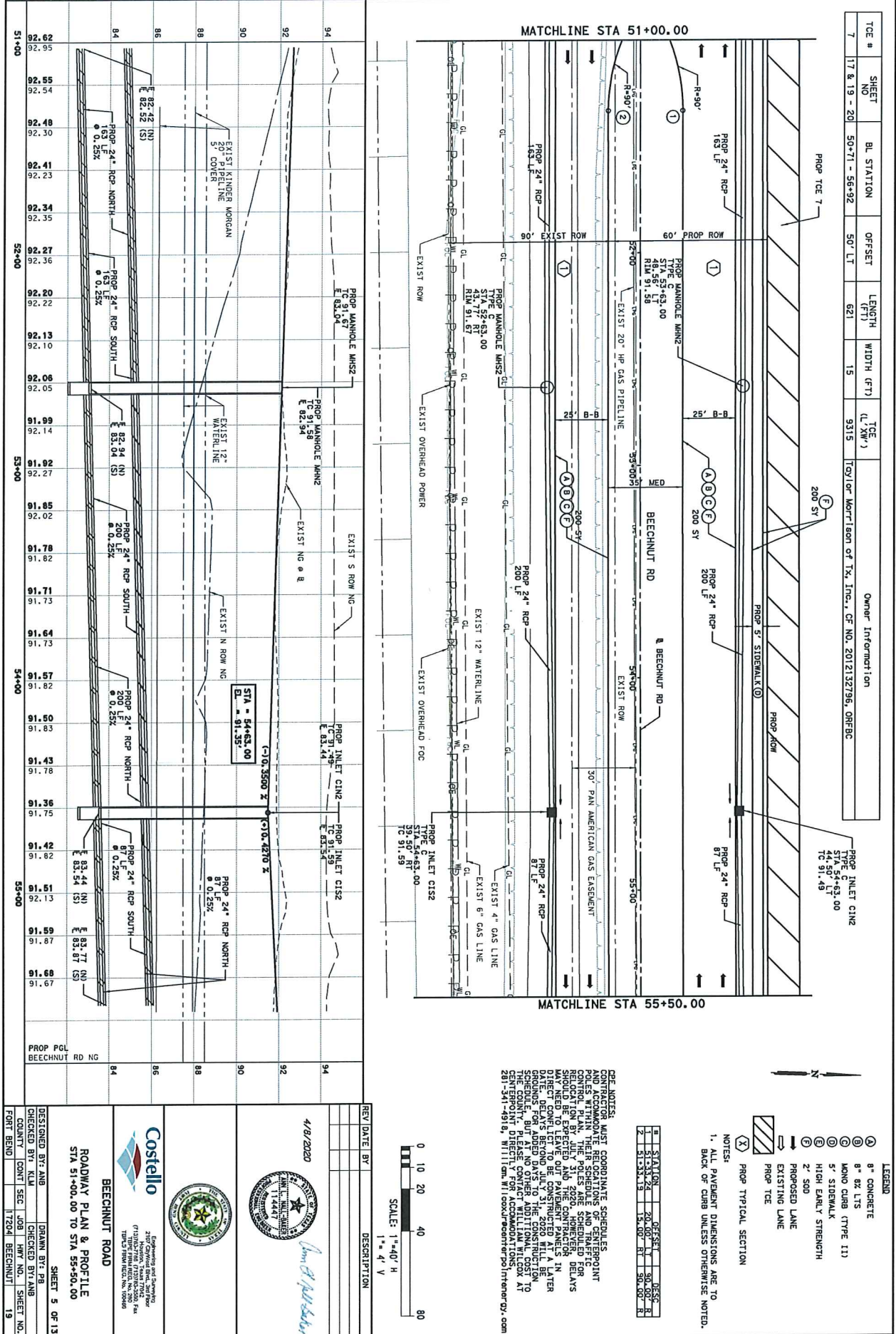
4/8/2020

ANN

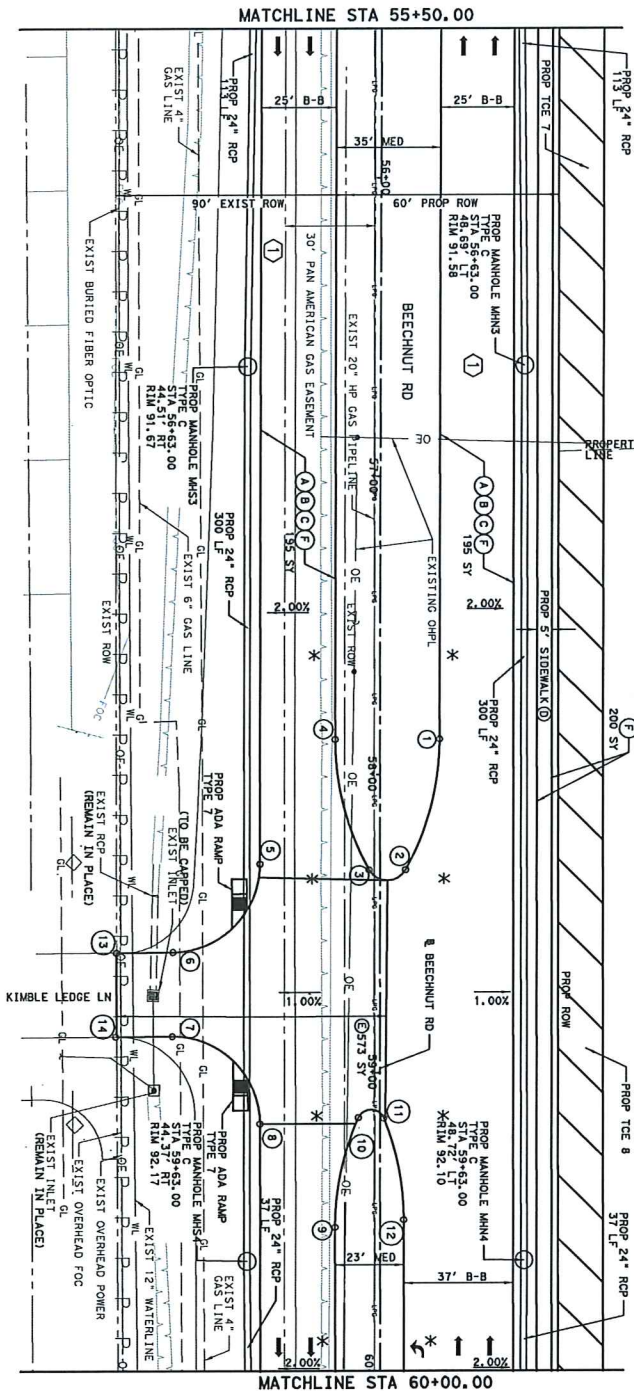
0 10 20 40 80

SCALE: 1"=40' V

REV	DATE	BY	DESCRIPTION



TCE #	SHEET NO	BL. STATION	OFFSET	LENGTH (FT)	WIDTH (FT)	TCE (L, X, Y)	Owner Information
7	17 & 19 - 20	50+71 - 56+92	50' LT	621	15	9315	Taylor Morrison of Tx, Inc., CF NO. 2012132796, ORFBC
8	20-21	56+92 - 62+73	60' LT	581	15	8715	Taylor Morrison of Tx, Inc., CF NO. 2009012011, ORFBC

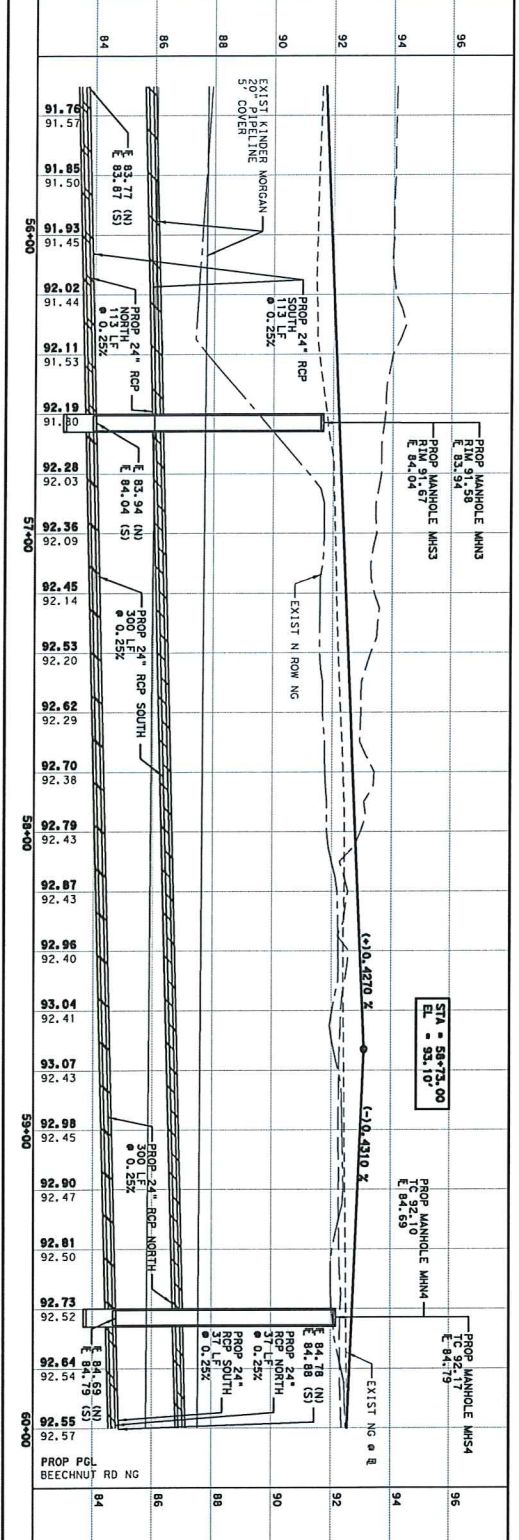


MATCHLINE STA 60+00.00

MATCHLINE STA 55+00.00

STATION	OFFSET	DESCRIPTION
55+00.00	0.00	START OF BEECHNUT RD
55+00.00	1.00	START OF BEECHNUT RD
55+00.00	2.00	START OF BEECHNUT RD
55+00.00	3.00	START OF BEECHNUT RD
55+00.00	4.00	START OF BEECHNUT RD
55+00.00	5.00	START OF BEECHNUT RD
55+00.00	6.00	START OF BEECHNUT RD
55+00.00	7.00	START OF BEECHNUT RD
55+00.00	8.00	START OF BEECHNUT RD
55+00.00	9.00	START OF BEECHNUT RD
55+00.00	10.00	START OF BEECHNUT RD
55+00.00	11.00	START OF BEECHNUT RD
55+00.00	12.00	START OF BEECHNUT RD
55+00.00	13.00	START OF BEECHNUT RD
55+00.00	14.00	START OF BEECHNUT RD
55+00.00	15.00	START OF BEECHNUT RD
55+00.00	16.00	START OF BEECHNUT RD
55+00.00	17.00	START OF BEECHNUT RD
55+00.00	18.00	START OF BEECHNUT RD
55+00.00	19.00	START OF BEECHNUT RD
55+00.00	20.00	START OF BEECHNUT RD
55+00.00	21.00	START OF BEECHNUT RD
55+00.00	22.00	START OF BEECHNUT RD
55+00.00	23.00	START OF BEECHNUT RD
55+00.00	24.00	START OF BEECHNUT RD
55+00.00	25.00	START OF BEECHNUT RD
55+00.00	26.00	START OF BEECHNUT RD
55+00.00	27.00	START OF BEECHNUT RD
55+00.00	28.00	START OF BEECHNUT RD
55+00.00	29.00	START OF BEECHNUT RD
55+00.00	30.00	START OF BEECHNUT RD
55+00.00	31.00	START OF BEECHNUT RD
55+00.00	32.00	START OF BEECHNUT RD
55+00.00	33.00	START OF BEECHNUT RD
55+00.00	34.00	START OF BEECHNUT RD
55+00.00	35.00	START OF BEECHNUT RD
55+00.00	36.00	START OF BEECHNUT RD
55+00.00	37.00	START OF BEECHNUT RD
55+00.00	38.00	START OF BEECHNUT RD
55+00.00	39.00	START OF BEECHNUT RD
55+00.00	40.00	START OF BEECHNUT RD
55+00.00	41.00	START OF BEECHNUT RD
55+00.00	42.00	START OF BEECHNUT RD
55+00.00	43.00	START OF BEECHNUT RD
55+00.00	44.00	START OF BEECHNUT RD
55+00.00	45.00	START OF BEECHNUT RD
55+00.00	46.00	START OF BEECHNUT RD
55+00.00	47.00	START OF BEECHNUT RD
55+00.00	48.00	START OF BEECHNUT RD
55+00.00	49.00	START OF BEECHNUT RD
55+00.00	50.00	START OF BEECHNUT RD
55+00.00	51.00	START OF BEECHNUT RD
55+00.00	52.00	START OF BEECHNUT RD
55+00.00	53.00	START OF BEECHNUT RD
55+00.00	54.00	START OF BEECHNUT RD
55+00.00	55.00	START OF BEECHNUT RD
55+00.00	56.00	START OF BEECHNUT RD
55+00.00	57.00	START OF BEECHNUT RD
55+00.00	58.00	START OF BEECHNUT RD
55+00.00	59.00	START OF BEECHNUT RD
55+00.00	60.00	START OF BEECHNUT RD

CONTRACTOR MUST COORDINATE SCHEDULES AND ACCOMMODATE RELOCATIONS OF CENTERPOINT AND BEECHNUT RD. ALL RELOCATIONS MUST BE SCHEDULED FOR RELOCATION BY JULY 31, 2020. HOWEVER, DELAYS MAY BE REQUIRED TO EXISTING UTILITY LINES IN DIRECT CONTACT WITH BEECHNUT RD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF BEECHNUT RD. BEECHNUT RD SHALL BE CONSTRUCTED TO 281-341-4918. WILLIAM WILCOX@WILCOXENGINEERING.COM



REV DATE BY DESCRIPTION

4/8/2020

0 10 20 40 80

SCALE: 1"=40' H

1"=4' V

DESIGNED BY: ANB

CHECKED BY: KLM

FORT BEND

DRAWN BY: PB

CHECKED BY: ANB

17204 BEECHNUT

Costello

Engineering and Surveying

2500 Highway 1704, Fort Bend, TX 77450

(713) 461-1111

TX REG. PROFESSIONAL ENGINEER NO. 10048

Beechnut Road

ROADWAY PLAN & PROFILE

STA 55+00.00 TO STA 60+00.00

SHEET 6 OF 13

COUNTY: FORT BEND

PROJECT: 17204 BEECHNUT

TCE (L'XW')	Owner Information
8715	TXI Operations, CF No. 2009012011, ORFBC
3045	Taylor Morrison of Tx, Inc., CF No. 2012132196, ORFBC
1860	Houston Pipeline Company

