

## STANDARD UTILITY AGREEMENT

Enterprise Crude Pipeline LLC  
County: Fort Bend  
Highway: Fort Bend Grand Parkway (Project No. 1010 – Peek Road Overpass)

This Agreement by and between the Fort Bend Grand Parkway Toll Road Authority ("**TRA**"), and Enterprise Crude Pipeline LLC, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **TRA**.

**WHEREAS**, the **TRA** has deemed it necessary to make certain highway improvements as designated by the **TRA**;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: The scope of this project is to remove a portion of an existing pipeline within the **TRA's** right-of-way; and more specifically shown in **Utility's** Plans and Specifications, Estimated Costs, and Schedule which are attached hereto as Exhibits "A," "B" and "C."

**WHEREAS**, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the **TRA** wishes to negotiate in good faith and enter into an agreement with the **Utility** for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities.

**WHEREAS**, the **TRA**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Utility** to govern the terms for participation in the costs of the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### **NOW, THEREFORE, BE IT AGREED:**

The **TRA** will pay to **Utility** **\$302,968** for relocation of the utility in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **TRA** participation.

All conduct under this agreement, including but not limited to the adjustment removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **TRA**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **TRA**, or may, with the **TRA's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **TRA** not later than 90 days after completion of the work.

When requested, the **TRA** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **TRA** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility'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 **TRA** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **TRA** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **TRA** reimbursement.

Unless an item below is stricken and initialed by the **TRA** and **Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans & Specifications (Attachment "A");
3. Utility Construction Cost Estimate (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **TRA** and **Utility**.

This agreement is subject to cancellation by the **TRA** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **TRA**. However, the **TRA** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **TRA** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that **TRA** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

[Execution pages follow.]

**UTILITY**

Utility: Enterprise Crude Pipeline LLC

General Partner:

By:

  
\_\_\_\_\_

Name: Paul D. Lair

Title: Agent and Attorney-in-Fact

Date: \_\_\_\_\_

**TRA**

TRA: Fort Bend Grand Parkway Toll Road Authority

By:

  
[Bobbie \(Apr 26, 2021 09:47 CDT\)](#)  
\_\_\_\_\_

Name: Bobbie Tallas

Title: Vice Chairman of the Board

Date: Apr 26, 2021  
\_\_\_\_\_






# SUA\_Signed (4.23.21) (14461)

Final Audit Report

2021-04-26

Created:	2021-04-26
By:	Keely Campbell (keely@mullerlawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARxlrOyXniiu-76UIS9v3tTkWBrCTnw3

## "SUA\_Signed (4.23.21) (14461)" History

-  Document created by Keely Campbell (keely@mullerlawgroup.com)  
2021-04-26 - 2:32:46 PM GMT- IP address: 184.80.241.146
-  Document emailed to Bobbie (batallas@hartmannews.com) for signature  
2021-04-26 - 2:33:18 PM GMT
-  Email viewed by Bobbie (batallas@hartmannews.com)  
2021-04-26 - 2:46:41 PM GMT- IP address: 75.148.132.45
-  Document e-signed by Bobbie (batallas@hartmannews.com)  
Signature Date: 2021-04-26 - 2:47:27 PM GMT - Time Source: server- IP address: 75.148.132.45
-  Agreement completed.  
2021-04-26 - 2:47:27 PM GMT