

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

CONSENT TO ASSIGNMENT AND FIRST AMENDMENT TO STANDARD UTILITY AGREEMENT

THIS CONSENT TO ASSIGNMENT AND FIRST AMENDMENT TO STANDARD UTILITY AGREEMENT (“First Amendment”) is made and entered into by and between Fort Bend County, Texas, a political subdivision of the state of Texas (“County”), and Monument Pipeline, LP, a Texas limited partnership (“Monument Pipeline”). County and Monument Pipeline may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, on January 25, 2022, County entered into that certain Standard Utility Agreement with Southcross Energy GP, LLC (“Southcross Energy”) to adjust, modify, and/or remove certain facilities owned by Southcross Energy, including a 14-inch pipeline, for County’s proposed improvements to Peek Road under Mobility Bond Project No. 17307; and

WHEREAS, on or about April 5, 2023, County received a letter from Monument Pipeline, which letter is attached hereto as Exhibit “A-1” and incorporated by reference herein, informing County of its acquisition of the 14-inch pipeline from Southcross Energy and requested an assignment of the Agreement from Southcross Energy to Monument Pipeline; and

WHEREAS, County, by execution of this First Amendment, is willing to consent to such assignment subject to the terms, conditions, and amendments provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this First Amendment.

2. **Consent to Assignment.** County hereby consents to and approves of Southcross Energy’s assignment to Monument Pipeline of all its rights, responsibilities, obligations, liabilities, and interest under the Standard Utility Agreement (the “Agreement”) subject to the Amendments to the Agreement as provided in Section 3 below. Subject to the Amendments provided in Section 3 below, Monument Pipeline hereby accepts such assignment of the Agreement attached hereto as Exhibit “B-1” and incorporated by reference herein and expressly assumes all of Southcross Energy’s rights, responsibilities, obligations, liabilities, and interest under the Agreement and agrees to perform the same.

3. Amendments to the Agreement.

- (a) The first (1st) paragraph of the Agreement beginning with “This Agreement by and between ...” shall be deleted in its entirety and substituted with the following language:

“This Agreement by and between Fort Bend County, Texas (“County”, a political subdivision of the state of Texas, and Monument Pipeline, LP (“Owner”), a Texas limited partnership, shall be effective on the date of approval and execution by County, acting by and through the Fort Bend County Commissioners Court.”

- (b) The term “Owner” in the Agreement shall be amended to mean Monument Pipeline, LP, a Texas limited partnership, as of the effective date of January 25, 2022. The term “Owner” in the Agreement shall no longer mean Southcross Energy GP, LLC.

- (c) The Fourth (4th) paragraph of the Agreement beginning with “WHEREAS, the County and the Owner desire ...” shall be deleted in its entirety and substituted with the following language:

“WHEREAS, the County and the Owner desire to have Owner relocate approximately 216 feet of its pipeline at an estimated cost of \$693,564.00 as provided on Exhibit “A” attached hereto and incorporated by reference herein (the “Services”). Owner shall provide the Services to County in accordance with the design plans attached hereto as Exhibit “B” and incorporated by reference herein.”

- (d) The Eighth (8th) paragraph of the Agreement beginning with “The County will pay ...” shall be deleted in its entirety and substituted with the following language:

“The County will pay for reasonable and necessary eligible costs incurred in the adjustment or relocation of Owner’s facilities to the extent authorized under 23 CFR Part 645, Subpart A. The County’s initial participation shall consisted of one hundred percent (100%) of the cost of the Services. Owner acknowledges and agrees that on March 21, 2022, County submitted and paid to Owner Three Hundred Forty Six Thousand Seven Hundred Eighty Two and 00/100 Dollars, which amount equals fifty percent of the Total Estimated of Project Cost for the Services provided under this Agreement.”

4. **Modifications and Conflict.** Any provisions of the Agreement not specifically amended or modified by this First Amendment shall remain in full force and effect in all other respects and shall continue to be binding on the Parties hereto. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.

{Execution Pages Follow}

IN WITNESS WHEREOF, and intending to be legally bound, County and Monument Pipeline hereto have executed this First Amendment to be effective on the date signed by the last Party hereto.

SIGNED AND ENTERED this ____ day of _____, 2023.

FORT BEND COUNTY, TEXAS

KP GEORGE,
COUNTY JUDGE

ATTEST:

Laura Richard,
County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

SIGNED AND ENTERED this 11 day of September, 2023.

MONUMENT PIPELINE, LP

By: ARM Monument GP, LLC,
Sole General Partner of Monument Pipeline, LP

By: ARM Monument Intermediate Holdings, LLC,
Governing Person of ARM Monument GP, LLC

By: Meg Hails

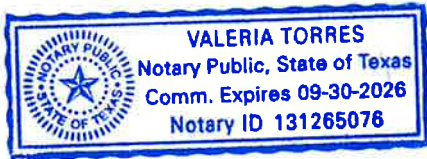
Name: GREG MANEIRO

Title: SUP, ENGINEERING & OPERATIONS
Of ARM Monument Intermediate Holdings, LLC

Acknowledgement

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11 day of September, 2023, by Valeria Torres, Administrative Assist. of ARM Monument Intermediate Holdings LLC, the Governing Person of ARM Monument GP, LLC, the sole General Partner of Monument Pipeline, LP, a Texas limited partnership, on behalf of said limited partnership.



Valeria Torres
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT A-1

(April 5, 2023 Letter from Monument Pipeline Follows Behind)



April 5, 2023

VIA EMAIL

Fort Bend County, Texas, Engineering Department
Fort Bend County
301 Jackson, 4th Floor
Richmond, TX 77469
Attn: Ike Akinwande, P.E. Assistant County Engineer
Email: ike.akinwande@fortbendcountytexas.gov

Subject: 2017 Mobility Bond Project- Peek Road (Project No. 17307) (the "Project")

To Whom It May Concern,

Monument Pipeline, LP ("Monument") acquired the Vanderbilt 14" Pipeline from Southcross Energy Partners LLC ("Southcross") effective as of August 11, 2022. As such, the Standard Utility Agreement between Southcross Energy GP, LLC, an affiliate of Southcross, and Fort Bend County, Texas (Project No. 17307) dated January 25, 2022 (the "Agreement") attached hereto as Exhibit A will now be executed by Monument's Engineering and Operations teams.

Monument has reviewed and approved the proposed design, as attached as Exhibit B hereto, and will proceed accordingly. All work will be completed within the total estimated cost of \$693,564.00, as described in "Exhibit A" of the Agreement (the "Total Estimate of Project Cost"), and Monument is targeting the scope of work to be completed by second quarter of 2023.

Monument would like to request that (i) the Agreement be assigned to Monument as the new owner of the Project or (ii) a new Standard Utility Agreement be drafted with Monument as owner to replace the current Agreement. Fort Bend County, TX paid to Southcross fifty percent (50%) of the Total Estimate of Project Cost on March 21, 2022 and Southcross has transferred this amount to Monument to begin the Project.

Please advise if the County prefers to assign the Agreement or draft a new Standard Utility Agreement to properly name Monument as the owner of the Project.

Sincerely,

A handwritten signature in blue ink that reads "Erica Frisbie".

Erica Frisbie
Engineering and Controls Manager

Cc: Elise Dillow, P.E. edillow@spi-eng.com
Schaumburg & Polk, Inc.
On behalf of Fort Bend County

EXHIBIT B-1

(Standard Utility Agreement and Attached Exhibits Follow Behind)

STANDARD UTILITY AGREEMENT

County: Fort Bend
 Project No.: 17307
 Project Title: 2017 Mobility Bond Project – Peek Road
 Project Description: Peek Road utility relocation.

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its Commissioners Court and duly authorized official and Southcross Energy GP, LLC, ("**Owner**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has determined that it necessary to make certain improvements to Peek Road, Segment 1, which said changes are generally described as follows: Roadway Improvements; and

WHEREAS, the proposed Roadway Improvements will necessitate the adjustment, modification, removal, replacement and/or relocation of certain facilities of **Owner**; and

WHEREAS, the **County** and the **Owner** desire to have **Owner** relocate approximately 216 feet of its pipeline at an estimated cost of **\$693,564.00**, as indicated in Exhibit A attached hereto and incorporated herein for all purposes ("**Services**"); and

WHEREAS, the **Owner** has provided sufficient legal authority to the **County** to establish an interest in properties affected by the above-mentioned Roadway Improvements; and

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Owner's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Owner** to govern the terms for participation in the costs of the adjustment, modification, removal, replacement and/or relocation of certain of its facilities in accordance with Exhibit A.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties mutually agree as follows:

The **County** will pay for reasonable and necessary eligible costs incurred in the adjustment or relocation of **Owner's** facilities to the extent authorized under 23 CFR Part 645, Subpart A. The **County's** initial participation shall consist of one hundred percent (100%) of the cost of the **Services**, with fifty percent (50%) of the estimated costs payable to **Owner** prior to commencement of the **Services**.

Subject to the participation percentage as set out above, the **County** will, upon satisfactory completion of the **Services**, and upon receipt of a final billing prepared in the form and manner acceptable to the **County**, make the remaining payment in the amount to satisfy one hundred percent (100%) of the actual costs as shown in the final billing.

Reasonable and necessary bills for work completed herein shall be submitted to the **County** not later than ninety (90) days after completion of the work. Upon receipt of the final billing and conclusion of the audit, the **County** agrees to pay **Owner** a total of one hundred percent (100%) of the eligible costs as indicated. The **County** shall make the final payment within forty-five (45) days of acceptance of the final billing.

In the event there is a substantial change for the statement of work contained in Exhibit A, reimbursement is limited to the amount approved pursuant to this Agreement and its attached exhibits unless written approval is obtained from the **County**.

Upon execution of this Agreement, the **County** will, by written notice, authorize the **Owner** to proceed with the **Services**, and the **Owner** agrees to prosecute such work diligently in accordance with the **Owner's** plans. **Owner** shall provide the **County** with forty-eight (48) hours written notice prior to proceeding with the **Services** and agrees to proceed in such a manner that will not result in avoidable delay or interference with the **County's** roadway construction. Should **Owner** by its actions cause interference or delay resulting in the imposition of damages upon the **County** by a third party, **Owner** agrees to be responsible for said damages.

The Owner will retain records of such eligible costs in accordance with the provisions of 23 CFR 645, Subpart A.

The Owner, by execution of this Agreement, does not waive any rights to which Owner may legally have within the limits of the law.

This Agreement is subject to cancellation by the County and any time up to the date that **Services** under this Agreement has been authorized.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under the Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the County Auditor, to conduct an audit or investigation in connection with those funds.

By signature below, for purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Owner hereby verifies that Owner and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- 1) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- 2) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Owner does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- 3) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Owner does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- 4) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Owner does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, OWNER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

OWNER

Utility: Southcross Energy GP, LLC

By:

Matthew T. Bergborn
Authorized Representative - Signature

Matthew T. Bergborn COO
Authorized Representative - Name, Title

Date:

01/12/22

EXECUTION RECOMMENDED:

COUNTY

By: *KP George*
County Judge KP George
KP George, County Judge

Date: January 25, 2022



ATTEST:

By: *Laura Richard*
Laura Richard, County Clerk

APPROVED:

By: *J. Stacy Slawinski*
J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 693,564.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A

Fort Bend County Peek Road Improvements
 Richmond, TX
 6/30/2021

PRELIMINARY ESTIMATE OF COSTS

ITEM	DESCRIPTION	AGREEMENT ESTIMATE				
		QUANTITY	UNIT	UNIT COST	SUB TOTAL	TOTAL
1	MATERIALS					
	*** Domestic Steel in accordance with the Buy America Requirements					
	* 14" O.D., 0.375 W.T., X-65, coated with 14-16 mils of FBE	240	LF	\$ 145.00	\$ 34,800.00	
	* 14" Segmentable Elbow, 3R, 45 Degrees, SCH STD, Y65, Bare	8	EACH	\$ 4,370.00	\$ 34,960.00	
						\$ 69,760.00
2	PIPELINE CONSTRUCTION					
	<i>New 216-ft long relocation under FM 1463. To include:</i>					
	- Mobilization/Demobilization	4	EACH	\$ 11,000.00	\$ 44,000.00	
	- Prepare work areas, install erosion control & timber mats (if needed)	2	EACH	\$ 12,870.00	\$ 25,740.00	
	- String, weld, X-ray and coat pipe and fittings	240	LF	\$ 110.00	\$ 26,400.00	
	- Hydrostatically Test Bore Pipe (pre-test)	2	EACH	\$ 9,900.00	\$ 19,800.00	
	- Excavate Entry and Exit Pits	4	EACH	\$ 16,500.00	\$ 66,000.00	
	- Conventional Bore	240	LF	\$ 198.00	\$ 47,520.00	
	- Fit-up, weld & X-ray tie-in fittings	4	EACH	\$ 9,900.00	\$ 39,600.00	
	- Hydrostatically Test Pipeline (final test)	2	EACH	\$ 3,850.00	\$ 7,700.00	
	- Run sizing plate pig with air and displace water	240	LF	\$ 16.50	\$ 3,960.00	
	- Run dewatering pig and dry line	240	LF	\$ 55.00	\$ 13,200.00	
	- Assist SXE purge existing pipeline	2	EACH	\$ 3,850.00	\$ 7,700.00	
	- Complete final tie-in's	4	EACH	\$ 11,055.00	\$ 44,220.00	
	- Remove existing 14" steel pipeline	240	LF	\$ 110.00	\$ 26,400.00	
	- Backfill excavations & compact	2	EACH	\$ 10,230.00	\$ 20,460.00	
	- Perform site clean up, & re-seed	2	EACH	\$ 5,940.00	\$ 11,880.00	
						\$ 404,580.00
3	THIRD PARTY PROFESSIONAL					
	<u>DESIGN & PROJECT MANAGEMENT SERVICES</u>					
	ENGINEERING - Pipeline, Design & Engineering, LLC					
	Project Manager	4	HOURS	\$ 190.00	\$ 760.00	
	Project Engineer	168	HOURS	\$ 135.00	\$ 22,680.00	
	Designer	56	HOURS	\$ 90.00	\$ 5,040.00	
	Administrative	8	HOURS	\$ 75.00	\$ 600.00	
	<u>SURVEY SERVICES - Topographic Land Surveyors</u>					
	Topographic survey of project site	1	DAY	\$ 2,123.00	\$ 2,123.00	
	Pipeline Construction Staking with office support	1	DAY	\$ 2,123.00	\$ 2,123.00	
	Pipeline Weld Tally with office support	1	DAY	\$ 2,050.00	\$ 2,050.00	
	As-built Survey with office support	1	DAY	\$ 2,050.00	\$ 2,050.00	
	As-built Deliverables	1	EACH	\$ 1,500.00	\$ 1,500.00	
	<u>INSPECTION - SETEC</u>					
	Construction Manager - D3 Inspection	240	HOURS	\$ 105.00	\$ 25,200.00	
	Per Diem	24	DAYS	\$ 180.00	\$ 4,320.00	
	Mileage	3750	MILES	\$ 0.58	\$ 2,175.00	
						\$ 70,621.00
4	SOUTHCROSS ENERGY					
	Company Labor - Project Manager	160	HOURS	\$ 110.00	\$ 17,600.00	
	Company Labor - ROW Services	120	HOURS	\$ 85.00	\$ 10,200.00	
	Company Labor - Field Representatives	80	HOURS	\$ 65.00	\$ 5,200.00	
						\$ 33,000.00
PRELIMINARY ESTIMATE OF PROJECT COST					\$ 577,970.00	
20% CONTINGENCY					\$ 115,594.00	
TOTAL ESTIMATE OF PROJECT COST					\$ 693,564.00	



PIPELINE DESIGN & ENGINEERING, LLC
 5826 NEW TERRITORY BLVD, STE 614
 SUGAR LAND, TX 77479
 PH: 832-668-4800
 TBPE FIRM NO. 15143

SOUTHCROSS ENERGY 14" PIPELINE RELOCATIONS FBC PEEK ROAD IMPROVEMENTS AGREEMENT EXHIBIT

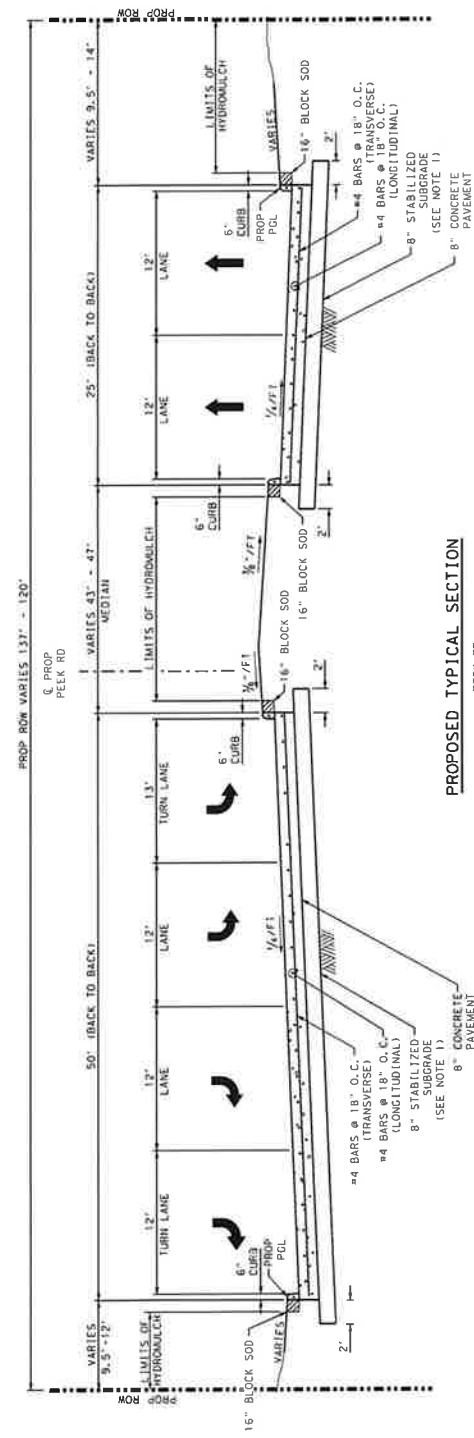
LEGEND	
	PROP 14" SOUTHCROSS PIPELINE
	EXIST 14" SOUTHCROSS PIPELINE
	EXIST O/H ELEC
	PROP FBC ROW
	PROP DRAINAGE IMPROVEMENTS

SUBMITTED FOR REFERENCE ONLY
 ON 09/20/2021
 NOT TO BE USED FOR CONSTRUCTION
 OR BIDDING PURPOSES

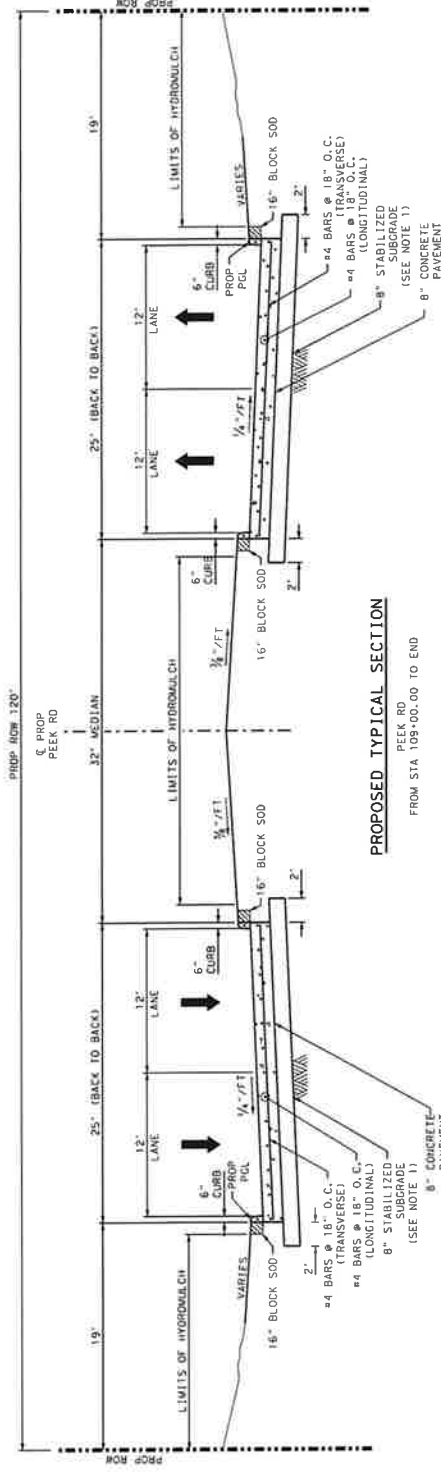


EXHIBIT B

- NOTES:
1. SUBGRADE SHALL BE STABILIZED WITH HYDRATED LIME 16% LIME BY DRY UNIT WEIGHT OF SOIL.
 2. TRANSVERSE EXPANSION JOINTS MAXIMUM SPACING 20'. LONGITUDINAL JOINTS SPACING SHALL BE 12'.
 3. CONCRETE PAVEMENT SHALL BE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI.
 4. ALL REINFORCING STEEL SHALL BE GRADE 60 STEEL.



PROPOSED TYPICAL SECTION
PEEK RD
FROM BEGIN TO STA 109+00.00



PROPOSED TYPICAL SECTION
PEEK RD
FROM STA 109+00.00 TO END

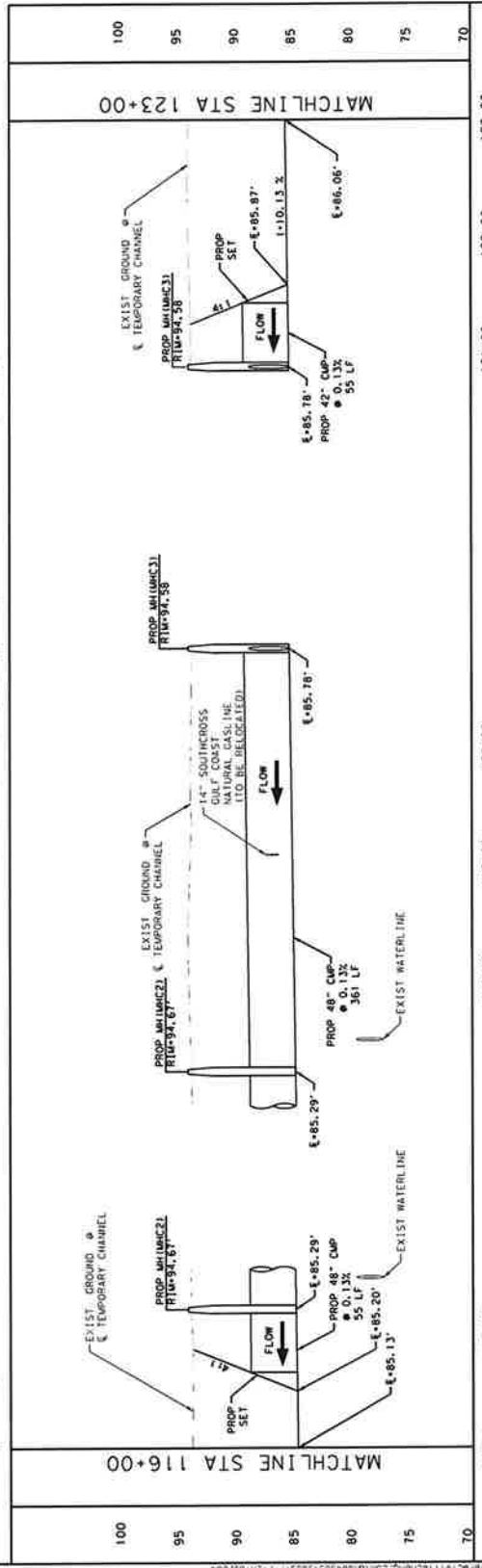
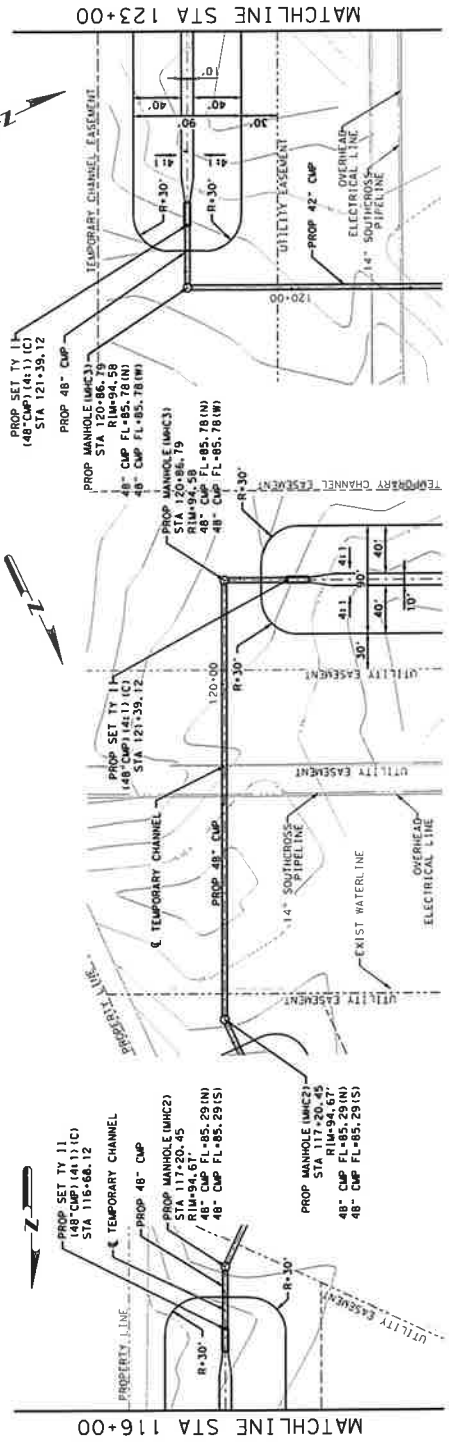
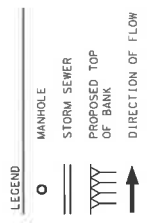
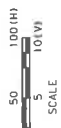
NO.	REVISIONS	DATE	NAME

PROJECT TITLE:	PEEK ROAD IMPROVEMENTS
FROM SH 99 TO BEECHNUT ROAD	
STREET DESCRIPTION:	TYPICAL SECTIONS
DRAWN BY:	JK
CHECKED BY:	JK
DATE:	11/14/2020
SHEET NO.:	2
TOTAL SHEETS:	2
SCALE:	N.T.S.
PROJECT NO.:	1905-0000-01-002
DESIGNER:	FT. BEND COUNTY ENGINEERING DEPARTMENT
PREPARED BY:	PRELIMINARY

INTERIM REVIEW ONLY
NEED DOCUMENTS AND CONSTRUCTION RECORDS
DATE: 11/18/2020
BY: J. K. BARTER, P.E.
PROJECT NO. 1905-0000-01-002
PRELIMINARY



**FT. BEND COUNTY
ENGINEERING DEPARTMENT**



NO.	REVISIONS	DATE	NAME

PROJECT TITLE: PEEK ROAD IMPROVEMENTS
 FROM SH. 99 TO BEECHNUT ROAD
 SHEET DESCRIPTION: TEMPORARY CHANNEL
 DRAWING NO.: STA 116+00 TO STA 123+00
 DATE: 11/27/2020
 PREPARED BY: PAUL M. WALTER, P.E.
 CHECKED BY: T. P. C. NO. 1111
 SCALE: 1" = 100'

INTERNAL REVIEW ONLY
 THESE DOCUMENTS ARE
 CONTRACT DOCUMENTS
 DATE: 11/27/2020
 PROJECT: TEXAS 3713
 PHONE: (281) 304-0200
 FAX: (281) 304-0200
 4000 WILSON AVENUE, SUITE 100
 HOUSTON, TEXAS 77055

FT. BEND COUNTY
 ENGINEERING DEPARTMENT

