

**STANDARD UTILITY AGREEMENT
ACTUAL COST – FORT BEND COUNTY**

County: Fort Bend
Project No.: n/a
Road Project Letting Date: August 2013

Road: Spur 10
Limits: From: US 59 South
To: SH 36

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its duly authorized official, and Seaway Crude Pipeline Company LLC, acting by and through its duly authorized representative, ("**Owner**"), shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has determined that it is necessary to make certain improvements to Spur 10, which said changes are generally described as follows: Install concrete slab pipeline protection on the 30" Line S1 to accommodate the proposed TXDOT Spur 10 US59 South to SH36 project in Fort Bend Co., TX. The pipeline is in conflict with a proposed bottom of ditch.

WHEREAS, these proposed roadway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: Concrete Slab Pipeline Protection and such work is described in **Owner's** Estimate (estimated at \$122,000), which is attached hereto and made a part hereof, and which is prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

WHEREAS, the **Owner**, has provided sufficient legal authority to the **County** to establish an interest in properties affected by the abovementioned roadway improvements. Said facilities are located upon such properties as indicated in the statement of work as described in 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 Title 23, Code of Federal Regulations, Part 645, Subpart A. The **County's** participation shall consist of One Hundred percent (100%) of the cost of the adjustment or relocation.

The **Owner** has determined that the method to be used in developing the adjustment or eligible relocation costs shall be as specified for the method checked and described hereinafter:

- ☒ (1) Actual direct and related indirect eligible costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- ☐ (2) Actual direct and related indirect eligible costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **County**.

Subject to the participation percentage as set out above, the **County** will, upon satisfactory completion of the adjustment or relocation, and upon receipt of a final billing prepared in the form and manner prescribed by Federal regulations, make payment in the amount of One Hundred percent (100%) of the eligible 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** one hundred (100%) of the eligible cost as indicated. The **County** shall make payment within 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**. All changes shall be documented on the **Owner's** "as-built" plans supplied to the **County**. **County** shall reimburse **Owner** for any additional cost or expense resulting from any delays waiting for **County's** written approval.

Upon execution of this agreement by all parties, the **County** will, by written notice, authorize the **Owner** to proceed with the necessary adjustment or relocation, and the **Owner** agrees to prosecute such work diligently in accordance with the **Owner's** plans. Such plans are attached as Exhibit "B". **Owner** shall provide the **County** with forty-eight (48) hours written notice prior to proceeding with the adjustment or relocation 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. Such authorization to proceed shall constitute notice on the part of the **County** that the relocation has been included in an approved program as an item of right of way acquisition, that a project agreement which includes the work has or will be executed, and that the utility relocation or adjustment will be required by the final approved project agreement and plans.

The **Owner** will retain records of such eligible costs in accordance with the provisions of 23 CFR Part 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** at any time up to the date that work under this agreement has been authorized. **County** shall reimburse **Owner** 100% of all reasonable and necessary cost incurred by **Owner** up to the date of receipt of Notice of Cancellation.

The **County** Auditor may conduct an audit or investigation of any entity receiving funds from the **County** 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 **County** Auditor, to conduct an audit or investigation in connection with those funds.

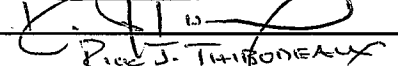
It is also expressly understood that the **Owner** conducts the adjustment, removal, or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **County** harmless for damage to existing facilities caused by the **Owner's** conduct.

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

UTILITY

Owner: Seaway Crude Pipeline Company LLC

Executed and approved by Seaway Crude Pipeline Company LLC for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Seaway Crude Pipeline Company LLC.

By: 
Rick J. Thibodeaux

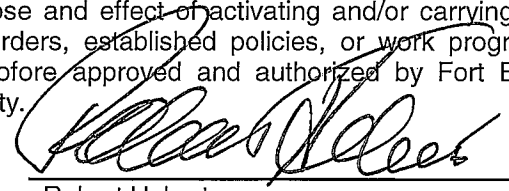
Title: Agent in Attorney in Fact

Date: 3-21-13

COUNTY

Fort Bend County

Executed and approved by Fort Bend County for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Fort Bend County.

By: 
Robert Hebert

Title: Judge, Fort Bend County

Date: 4-23-2013

Fort Bend County Project:
Utility:
Utility Project Number:
Roadway: Spur 10
Eligibility Ratio: 100%

EXHIBIT A

INCLUDES:

Scope of Work:
Summary Estimate
Labor Estimate
Materials Estimate
Voucher Estimate (if applicable)

EXHIBIT "A"

Encroachment Project - Budget Estimate

AFE No.: P02176

Project: TxDOT Spur 10 - US59/SH36 - Fort Bend Co., TX - CONC SLAB 30" LINE S1

DB No. 4139

Location: Fort Bend County, TX

Date: 03/19/13

Revised:

Owner: Seaway Crude Pipeline

Operator: Enterprise Crude Operating LLC

By: Jonathan Reyes

Checked:

Reimbursable: 100% Cost to TxDOT

ROUNDED

CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	SUB TOTAL	SUB TOTAL
904	CONTRACT PROJECT MANAGEMENT	0	hours	\$100.00	\$0.00	\$0.00	\$0
905	OUTSIDE ENGINEERING/SURVEY Work Order No. (Prelim Eng/Survey/HDD D Pipeline Engineering Survey Services Drafting Services ROW & Permitting Services Environmental Services Admin Services	1 40 4 40 0 0 8	lot hours days hours hours hours hours	\$30,353.86 \$130.00 \$2,500.00 \$115.00 \$0.00 \$0.00 \$0.00	\$30,353.86 \$5,200.00 \$10,000.00 \$4,600.00 \$0.00 \$0.00 \$65.00	\$50,218.86	\$50,000
907	OUTSIDE INSPECTION SERVICES Inspector - Construction Inspector - Pipe & Coating X-Ray Crew - incl in 987 X-Rays	7 0 0 0	days days days days	\$1,000.00 \$0.00 \$0.00 \$0.00	\$7,000.00 \$0.00 \$0.00 \$0.00	\$7,000.00	\$7,000
908	EPCO ENGINEERING & INSPECTION Engineering - Project Manager Const & Insp Supervisor ROW Representative EH&S Personnel Pipeline Controls	80 8 8 0 0	hours hours hours hours hours	\$100.00 \$85.00 \$90.00 \$75.00 \$0.00	\$8,000.00 \$680.00 \$720.00 \$0.00 \$0.00	\$9,400.00	\$9,000
983	OPS & MAINT DEPT ASSISTANCE O&M Supervisor Corrosion Tech. Operations Tech. (1 each @ \$ 650/day)	8 0 3	hours hours days	\$85.00 \$0.00 \$650.00	\$680.00 \$0.00 \$1,950.00	\$2,630.00	\$3,000
985	HOME OFFICE & TRAVEL	0	lot	\$0.00	\$0.00	\$0.00	\$0
987	GEN CONST CONTRACTS Construction - Install Conc. Slab Protection Prime Contractor Contractor Mobilize/Demobilize Excavation Backfill with Native Soil (95% Compaction Clean Up and Restore site	1 0 0 0 0	lot day day day day	\$35,320.00 \$0 \$0 \$0 \$0	\$35,320 \$0 \$0 \$0 \$0	\$35,320.00	\$35,000

EXHIBIT "A"**Encroachment Project - Budget Estimate****AFE No.:** P02176**Project:** TxDOT Spur 10 - US59/SH36 - Fort Bend Co., TX - CONC SLAB 30" LINE S1**DB No.** 4139**Location:** Fort Bend County, TX**Date:** 03/19/13**Revised:****Owner:** Seaway Crude Pipeline**Operator:** Enterprise Crude Operating LLC**By:** Jonathan Reyes**Checked:****Reimbursable:** 100% Cost to TxDOT

							ROUNDED
CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	SUB TOTAL	SUB TOTAL
988	CONTINGENCY	15%	Basis	\$106,002.60	\$15,900.39	\$15,900.39	\$16,000
989	CONSTRUCTION OVERHEAD incl Gen & Admin	0%	lump sum	\$0.00	\$0.00	\$0.00	\$0
999	INVENTORY & SPARE PARTS	0	lump sum	\$0.00	\$0.00	\$0.00	\$0
Grand Total						\$121,902.99	\$122,000.00

100% Cost to TXDOT: \$122,000.00

Fort Bend County Project:

Utility:

Utility Project Number:

Roadway: Spur 10

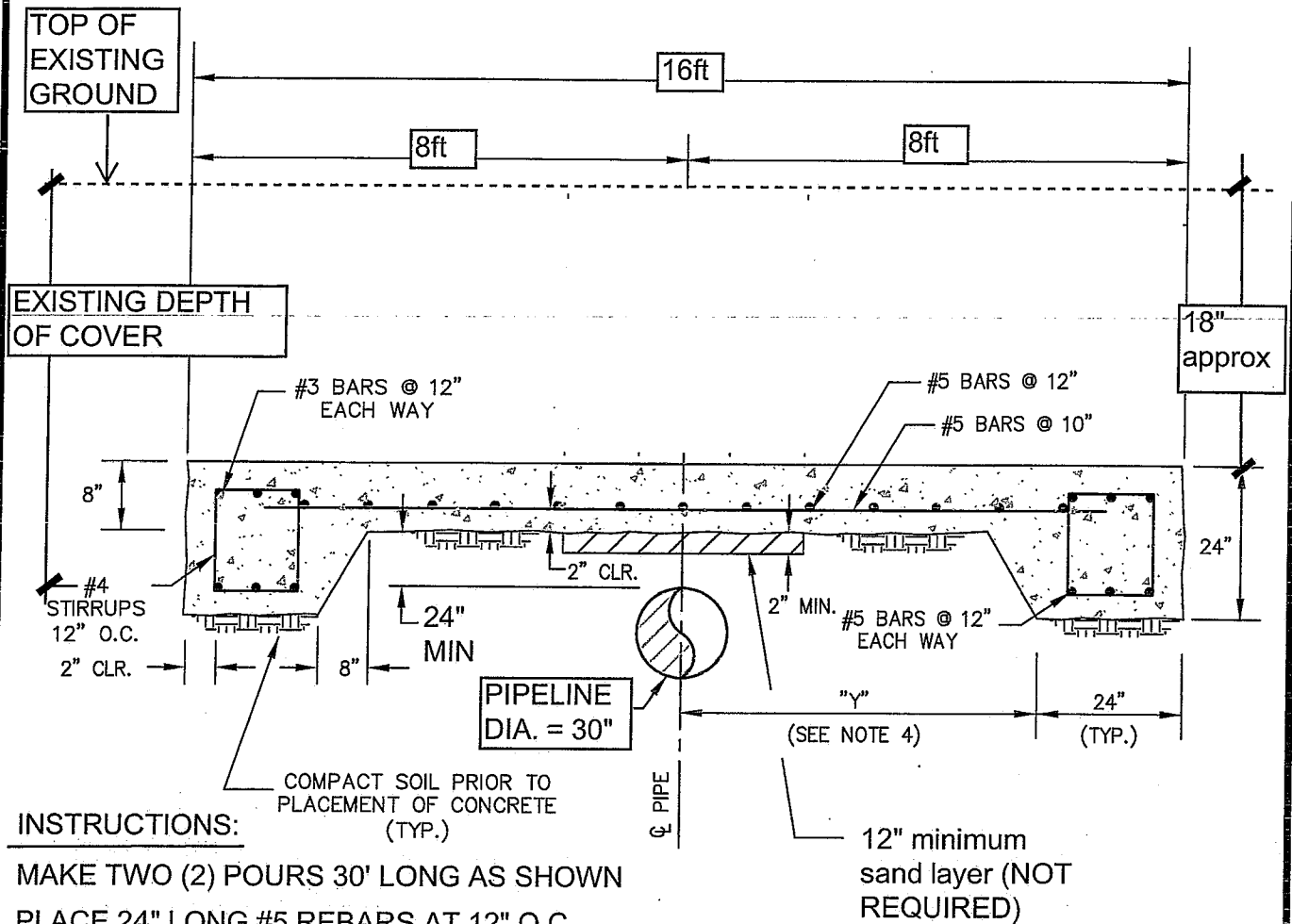
Eligibility Ratio: 100%

EXHIBIT B

INCLUDES:

Plan of Adjustment Drawings

P02176 SPUR 10 US59/SH36
FORT BENT CO., TX



INSTRUCTIONS:

MAKE TWO (2) POURS 30' LONG AS SHOWN
PLACE 24" LONG #5 REBARS AT 12" O.C.
AT CONSTRUCTION JOINT

CONCRETE SLAB DETAIL (DIA. = 4" TO 20")

NTS

NOTES:

1. X=NOMINAL DIAMETER OF PIPE
2. ALL REINFORCING BARS SHALL BE ASTM A 615 GR 60 AND PER ACI DETAILING MANUAL SP-66
3. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI
4. FOR MACHINE EXCAVATION, MIN. DISTANCE $Y = 1/2 \text{ NOM. DIA.} + 24"$
5. ANY EXCAVATION COMPLETED WITHIN 2 FEET OF THE PIPELINE WILL BE DONE BY HAND



ENTERPRISE PRODUCTS OPERATING LLC

CONCRETE SLAB PROTECTION DETAIL FOR PIPELINE

SHEET 1 OF 1

DRAWN BY
WM

CHECKED BY
RC

APPROVED BY
ED SANGEL

REVISION
DATE NO.

DATE
11/16/11

DRAWING NUMBER
19511-9905

Fort Bend County Project:

Utility:

Utility Project Number:

Roadway: Spur 10

Eligibility Ratio: 100%

EXHIBIT C

INCLUDES:

Easement or Fee Title Documents

Eligibility Calculation

ELIGIBILITY CALCULATION:

APPLICATION FOR AND PERMIT
OBTAINING PIPE LINE CROSSING

*Final
signed and
approved copy
2-16-76*

TO THE HONORABLE COMMISSIONERS' COURT
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW SEAWAY PIPELINE INC.

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 16th day of

FEBRUARY

1976

SEAWAY PIPELINE INC., By

W B Mauris

Attest:

Its: Vice President

Fort Bend County, Texas

County Judge: Josh Gates

Commissioners Precinct No. 1 - Johnnie Pustka
Precinct No. 2 - Paul Wenzel
Precinct No. 3 - Johnnie Davis
Precinct No. 4 - Ed Helwig

Commissioners Court meets every Monday morning at (9:00 A.M.) We are to call the Judge's office to be placed on the agenda.

Copies of application for Permit attached.

Furnish typical drawing - 3 foot clearance below bar ditch. Performance Bond required.

PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the 16th day of February 1976,
on motion duly made, seconded and passed by the COMMISSIONERS' COURT of
FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is
hereby granted, and said applicant is hereby granted (so far as the County
is able to grant) permission, right and privilege to lay, maintain, repair
and operate a buried pipeline under and across the certain roads, ditches,
drainage canals and highways as shown on the plats attached to said applica-
tion on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements
of petitioner, said buried pipeline is to be laid, operated, repaired and
maintained so as not to interfere with drainage and proper maintenance and
free and undisturbed use of said roads, ditches, drainage canals and highways,
to repair all damage incurred due to the construction and maintenance, and to
relocate or change at petitioner's risk and expense as directed by the
COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each
of its COMMISSIONERS' and the Drainage District harmless from any course of
action aforesaid.

COMMISSIONERS' COURT
FORT BEND COUNTY, TEXAS

By: _____

Josh Galt
County Judge

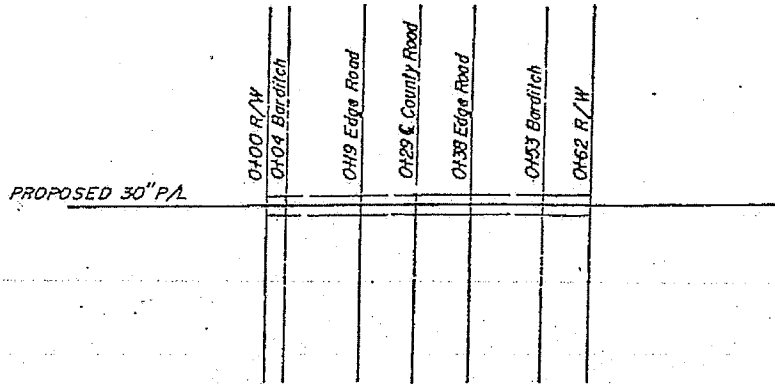
Seaway Pipeline, Inc.

FORT BEND COUNTY ROADS CROSSINGS

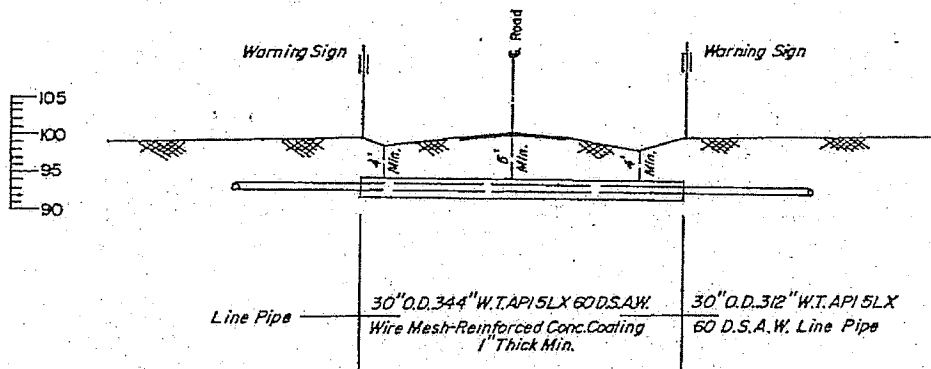
ROAD NAME	SURVEY & ABSTRACT	CROSSING LENGTH	TYPE CONSTRUCTION
1. Marek Lane		(SEE TYPICAL PLAT)	
2. Beasley-Needville Road			
3. Barek Road			
4. Padon Road			
5. Danhouse Road			
6. Roesler Road			
7. Jeske Road			
8. Colony Road			
9. Four Corners Road			
10. Oberrender Road			
11. Williams School Road			
12. Lemke Road			
13. Gerken Road			
14. Band Road			
15. Cottonwood School Road			
16. Cotton Church Road			
17. Kroche Scott Road			
18. Muegge Road			
19. Ablen Evans Road			
20. Hartledge Road (twice)			
21. Winner Foster Road			
22. McKinnon Road			
23. Fulshear Katy Road ✓			
24. Morgan Road			

Seaway Pipeline Inc.
8100 S. Kirkwood Road
Houston, Texas 77072
Phone: 495 0101

TYPICAL
COUNTY ROAD
CROSSING
CO., TEXAS



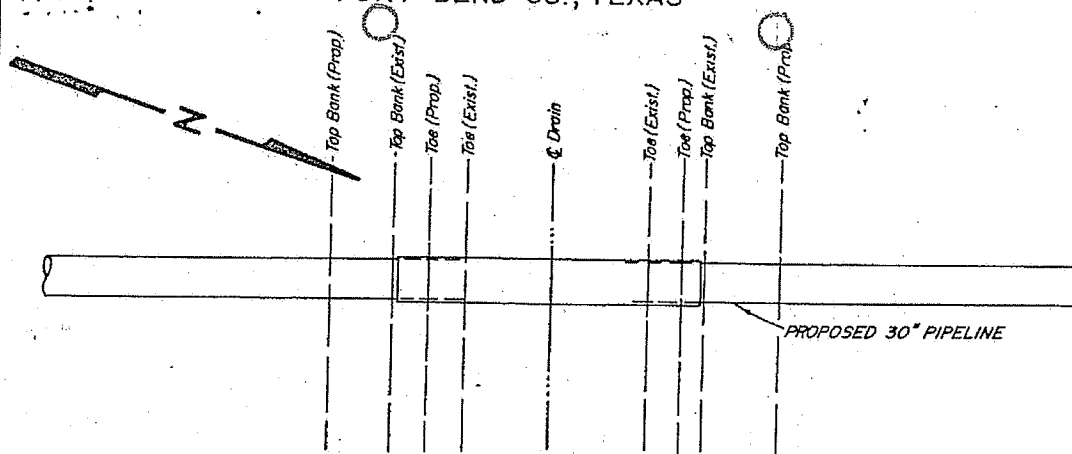
PLAN
SCALE 1"=30'



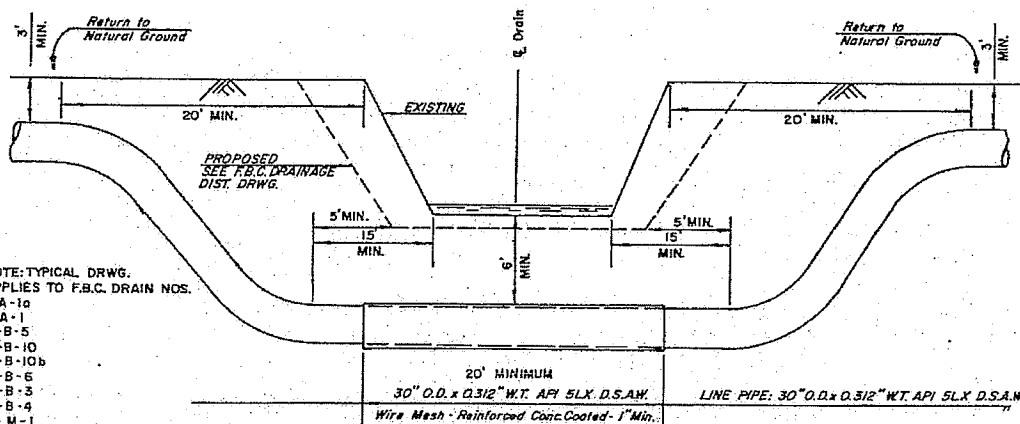
PROFILE
SCALE: HORIZ. 1"=30'
VERT. 1"=20'

NO.	REVISION	BY	DATE	CHKD	APP'D
FOR BIDS	SEAWAY PIPELINE INC. BARTLESVILLE, OKLAHOMA PROPOSED 30" PIPELINE CROSSING COUNTY ROAD	AFE NO.		FILE CODE	
FOR APPR		SCALE <i>SHOWN</i> UNLESS OTHERWISE NOTED			
FOR CONST					
DESIGN		DWG NO. SH NO.			
DRAWN 3-25-75 B.J.S.					
CHECKED					
APP'D					

FORT BEND CO., TEXAS



PLAN



NOTE: TYPICAL DRWG.
APPLIES TO F.B.C. DRAIN NOS.

- I-A-10
- I-A-1
- II-B-5
- II-B-10
- II-B-10b
- II-B-6
- II-B-3
- II-B-4
- II-M-1
- II-D
- II-E-10b
- II-B-8

PROFILE

I REVISED		Jt		12-16-75			
NO.	REVISION			BY	DATE	CHKD	APP'D
FOR BIDS		SEAWAY PIPELINE INC. BARTLESVILLE, OKLAHOMA				AFE NO.	
FOR APPR						FILE CODE	
FOR CONST		PROPOSED 30" PIPELINE				SCALE NOT TO SCALE UNLESS OTHERWISE NOTED	
DESIGN						DWG NO.	
DRAWN 12-9-75 Jt		TYPICAL CREEK CROSSING				SH NO.	
CHECKED							
APP'D		FORT BEND COUNTY DRAINAGE DISTRICT					