

STANDARD UTILITY AGREEMENT SUPPLEMENTAL AGREEMENT

County: Fort Bend
Project No.: 732
Road Project Letting Date: 4/2010

Road: Greenbusch
Limits From: Mills Manor Drive
To: Falcon Landing Boulevard

THIS SUPPLEMENTAL AGREEMENT by and between Fort Bend County, TX ("**County**") and Houston Pipe Line Company, L.P. ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

WHEREAS, the **County** and **Utility** executed a Standard Utility Agreement on **September 28, 2010** concerning the adjustment, relocation or removal of certain of **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: **Financial reconciliation of accounts (for over-spending)**, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is [increased] to a total of \$ **1,496,928.76, an increase of \$196,435.52 from the original estimate of \$1,300,493.24**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

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

UTILITY

EXECUTION RECOMMENDED:

HOUSTON PIPE LINE COMPANY LP
By: HPL GP, LLC, its general partner

By: 

Title:

VP-LAND AND RIGHTS
OF WAY

Date:

5/10/13



County Judge Robert E. Hebert (Fort Bend County,
TX)

Date:

5-28-2013