

This Pipeline Adjustment Agreement (“Agreement”) effective January 9, 2024 (“Effective Date”), between **Dow Pipeline, LLC** (“Dow”), a Texas limited liability company, and **Fort Bend County, Texas** (“FBC”), a political subdivision of the State of Texas, (collectively Dow and FBC shall be referred to as the “Parties”) is to memorialize an agreement to make an adjustment to the existing 30 inch DT pipeline owned and operated by Dow on land in Fort Bend County, Texas.

**WHEREAS**, FBC, in conjunction with the State of Texas, proposes to widen the Grand Parkway 99 Southbound Frontage Road from Fry Road to West Park Tollway in Fort Bend County, Texas (the “Grand Parkway 99 Expansion Project”); and

**WHEREAS**, Dow is the owner and/or operator of the existing 30 inch DT pipeline within an easement (“Pipeline”) situated and operating on property under a right-of-way easement dated November 1<sup>st</sup>, 1972 and being recorded in Volume 522, Page 387 of the Deed Records in Fort Bend County, Texas (“Property”), more particularly shown in Exhibit A, attached and made a part of this Agreement; and

**WHEREAS**, the Pipeline will be impacted by Grand Parkway 99 Expansion Project, which will necessitate adjustments to the Pipeline, including casing extension and new placement of vent pipe (“Pipeline Adjustment”), which are generally depicted on Exhibit B, attached and made a part of this Agreement; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the Parties do hereby agree as follows:

1. **Work.** Dow will perform the Pipeline Adjustment work, which includes, but is not limited to, surveying and engineering; required trenching to install 100 feet of 36" split casing extension on Pipeline; removal of obstacles in trenching path; acquire temporary workspace; etc. ("Work"). All work conducted by Dow and its contractors and/or sub-contractors will be conducted in a good and workmanlike manner.
2. **Payment.** FBC will fund Dow for all estimated costs associated with the Work, \$973,284.00, more fully described on Exhibit C (the "Estimated Cost"), which is attached and made a part of this Agreement. FBC will deliver to Dow, a check payable to Dow

Pipeline Company for the Estimated Cost within thirty (30) days from the Effective Date of this Agreement. If the Estimated Cost is greater than the actual cost and expense of the Work, Dow will reimburse FBC the difference between the Estimated Cost and the actual cost within ninety (90) days of completion of the Pipeline Adjustment and Work contemplated herein. If the actual cost exceeds the Estimated Cost, FBC will pay the additional amount due within ninety (90) days of FBC's receipt of all cost records related to the Pipeline Adjustment and Work from Dow; provided however, FBC will not be liable for costs that exceed the Estimated Cost by more than 20% without prior written amendment to this Agreement. Dow shall furnish copies of all cost records to FBC upon written request.

### **3. Term and Termination**

**3.1 Term.** This Agreement is effective as of the Effective Date and will terminate upon completion of the Pipeline Adjustment and Work contemplated here, and upon Dow being paid in full pursuant to the terms of this Agreement.

**3.2 Termination.** FBC may terminate the Agreement at any time in its sole discretion. Termination will be effective upon receipt by Dow of 72 hours' advance written notification from FBC. In the event of termination, FBC will be responsible for all reasonable and documented costs, charges and expenses incurred by Dow for the work performed by Dow through the effective date of termination. FBC will also be responsible for any additional charges, including reasonable and documented cancellation charges, demobilization charges, and charges associated with the ordering and purchasing of non-cancellation materials incurred by Dow prior to the effective time of termination.

**4. Force Majeure.** Dow will not be responsible to FBC, or any other entity or persons, for delays, if any, in the commencement or completion of the Pipeline Adjustment due to acts of God, war, weather or any causes beyond Dow's reasonable control that affects the Pipeline Adjustment.

**5. Regulatory Approvals.** Dow shall obtain and maintain all licenses, permits and approvals required for its activities under this Agreement.

**6. Indemnification.** Each Party shall indemnify, defend, and hold the other (and its affiliates, respective owners, directors, officers, employees, contractors, agents and successors and assigns) safe and harmless from and against any and all claims, demands, damages, assessments, complaints, causes of action, judgments, fines, settlements, penalties, liabilities and related costs and expenses, including, without limitation, reasonable legal fees and costs, to the extent arising out of, caused by, resulting from, or related to, that Party's action or inaction (or that of its agents, invitees, contractors, and employees upon the Property) under this Agreement or a violation of law (including claims for personal injury, death, property damage, or damage to the environment). This indemnification provision shall be effective to the maximum extent permitted by applicable law and shall survive the termination or expiration of this Agreement.

7. **Assignment.** This Agreement may be assigned in whole or in part subject to written notice to the other party and subject to the assumption by the assignee of all liabilities and obligations of this Agreement.
8. **Successors and Representatives.** This Agreement binds and inures to the benefit of the parties, their respective heirs, executors, administrators, representatives, successors and assignees.
9. **Applicable Law.** Texas law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the law of any other jurisdiction. Any dispute regarding this Agreement will be adjudicated in the United States District Court for the Southern District of Texas or, if that court does not have jurisdiction, in the Judicial District Court for Harris County, Texas.
10. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing.

If to FBC:

Fort Bend County  
301 Jackson St., 4<sup>th</sup> Floor  
Richmond, TX 77469  
Attention: County Engineer

If to Dow:

Dow Pipeline, LLC  
PO Box 4286  
Houston, TX. 77210-4286  
Attention: Manager, Land and Right of Way

Physical Address:  
1254 Enclave Parkway  
Houston, TX 77077-1607  
Attention: Manager, Land and Right of Way

11. **Limitation of Liability.** Other than for gross negligence or willful misconduct, in no event will the parties be liable to each other for consequential, incidental, indirect or punitive damages of any kind including loss of use, loss of profits or a Party's increased operation or production costs, whether or not such damages arise in contract, tort, strict liability or otherwise.

12. **Waiver.** If either party fails to require the other to perform any of the Agreement's terms, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
13. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties. It may not be modified except in a writing signed by the Parties.
14. **Headings.** Headings are for convenience only and do not affect the Agreement's interpretation.
15. **"Including."** Unless the context requires otherwise, the term "including" means "including, but not limited to."
16. **Survival.** Any of the Agreement's terms and conditions which by their nature require performance or observance to occur after termination will survive this Agreement's termination.
17. **Counterparts.** The Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.
18. **No Partnership.** Nothing contained herein shall be considered or construed as the Parties forming or having formed a partnership or joint venture of any kind.

The parties have caused this Agreement to be executed as of the Effective Date.

**Fort Bend County, Texas**

By: KP George

Printed Name: KP George

Title: County Judge

Date: 1-9-2024



**Dow Pipeline, LLC**

By: Brian Nieto

Printed Name: Brian Nieto

Title: Manager, Land & Right of Way

Date: December 27, 2023

STATE OF TEXAS

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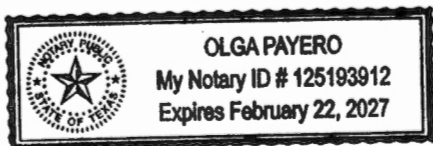
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COUNTY OF FORT BEND COUNTY

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On this 9 day of January, 2023<sup>4</sup>, before me, the undersigned officer, personally appeared KP George, County Judge, Fort Bend County, Texas, known to me or satisfactorily proven to be the person whose name is subscribed to the document, and acknowledged that he/she being authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I set my hand and official seal.



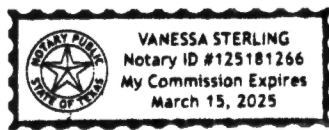
Olga Payero  
NOTARY PUBLIC

My Commission Expires: 2.22.2027

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS     §

On this 29<sup>th</sup> day of December, 2023, before me, personally appeared Brian Nieto, Manager of Land & Right of Way of Dow Pipeline, LLC, known to me or satisfactorily proven to be the person whose name is subscribe to the document, and acknowledged that he/she being authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I set my hand and official seal.



Vanessa Sterling  
NOTARY PUBLIC

My Commission Expires: March 15, 2025

**CONFIDENTIAL INFORMATION HAS BEEN REMOVED**

**(pages 7-8)**

**PLEASE CALL**

**281-633-7500 WITH ANY QUESTIONS.**

Exhibit "C"

Cost Estimate for Dow's 30" DT Pipeline Casing Extension

Fort Bend County's Proj. - Grand Parkway 99 SBFR from Fry to Westpark Tollway

External Contract Labor & Materials

|   | Qty           | Units | Cost       | Unit     | Total Cost    |
|---|---------------|-------|------------|----------|---------------|
| <b>Surveying and Engineering</b>                      |               |       |            |          |               |
| 3 man survey crew                                     | 9 days        | \$    | 4,500.00   | /day     | \$ 40,500.00  |
| Drafting  | 2 days        | \$    | 1,500.00   | /day     | \$ 3,000.00   |
| Engineering/Drafting                                  | 2 days        | \$    | 2,000.00   | /day     | \$ 4,000.00   |
| <b>Materials(Casing is purchased 20ft increments)</b> |               |       |            |          |               |
| 30"OD, .375"WT Casing Pipe                            | 120 feet      | \$    | 275.00     | /foot    | \$ 33,000.00  |
| Miscellaneous Safety                                  | 1 lot         | \$    | 3,000.00   | /site    | \$ 3,000.00   |
| 4.5"OD, .237"WT Vent Pipe                             | 40 feet       | \$    | 25.00      | /foot    | \$ 1,000.00   |
| Tape/Primer   | 3 cases       | \$    | 1,000.00   | /case    | \$ 3,000.00   |
| 4.5" 90° Fittings                                     | 2 pieces      | \$    | 100.00     | /pc      | \$ 200.00     |
| Casing Spacers and Link Seats                         | 1 lot         | \$    | 10,000.00  | /pc      | \$ 10,000.00  |
| <b>Labor and Equipment</b>                            |               |       |            |          |               |
| Mat Rental for Access                                 | 1 lot         | \$    | 100,000.00 | /site    | \$ 100,000.00 |
| Trench Box  | 21 days       | \$    | 1,000.00   | /day     | \$ 21,000.00  |
| Excavation  | 1             |       |            |          |               |
| 330 Track-hoe X2                                      | 21 days       | \$    | 2,800.00   | /day     | \$ 58,800.00  |
| Side-boom (HD21)                                      | 4 days        | \$    | 480.00     | /day     | \$ 1,920.00   |
| Haul Truck Driver                                     | 60 manhours   | \$    | 48.00      | /manhour | \$ 2,880.00   |
| Equipment Operator                                    | 360 manhours  | \$    | 50.00      | /manhour | \$ 18,000.00  |
| Welder  | 180 manhours  | \$    | 70.00      | /manhour | \$ 12,600.00  |
| Welder Helper   | 180 manhours  | \$    | 45.00      | /manhour | \$ 8,100.00   |
| General construction labor X8                         | 1440 manhours | \$    | 38.00      | /manhour | \$ 54,720.00  |
| Straw Boss  | 180 manhours  | \$    | 56.00      | /manhour | \$ 10,080.00  |
| Per Diem  | 21 days       | \$    | 1,600.00   | /day     | \$ 35,400.00  |
| Superintendent  | 180 manhours  | \$    | 85.00      | /manhour | \$ 15,300.00  |
| 3/4 Ton Truck   | 180 hours     | \$    | 45.00      | /hour    | \$ 8,100.00   |
| Operator Truck  | 360 hours     | \$    | 30.00      | /hour    | \$ 10,800.00  |
| Gang Truck w/ Tools                                   | 180 hours     | \$    | 51.00      | /hour    | \$ 9,180.00   |
| Haul Truck  | 60 hours      | \$    | 110.00     | /hour    | \$ 6,600.00   |
| Welding Rig   | 180 hours     | \$    | 60.00      | /hour    | \$ 10,800.00  |
| X-Ray crew  | 0 days        | \$    | 2,500.00   | /day     | \$ -          |
| Field re-coat crew                                    | 1 days        | \$    | 2,000.00   | /day     | \$ 2,000.00   |
| Dewater (Well Points)                                 | 1 month       | \$    | 40,000.00  | /month   | \$ 40,000.00  |
| Casing Gell-Fill                                      | 550 feet      | \$    | 300        | /foot    | \$ 165,000.00 |
| Waste Water Disposal                                  | 1 site        | \$    | 20,000     | /lot     | \$ 20,000.00  |
| Cleanup   | 2 days        | \$    | 5,000      | /day     | \$ 10,000.00  |
| <b>Total Contractor Costs</b>                         |               |       |            |          | \$ 719,070.00 |

Company Labor

|                             |          |    |           |       |              |
|-----------------------------|----------|----|-----------|-------|--------------|
| <b>Labor &amp; Expenses</b> |          |    |           |       |              |
| Inspection Labor            | 38 days  | \$ | 1,000.00  | /day  | \$ 38,000.00 |
| Inspection Expense          | 38 days  | \$ | 150.00    | /day  | \$ 5,700.00  |
| SWPPP                       | 1 lot    | \$ | 25,000.00 | /site | \$ 25,000.00 |
| Pipeline tech.              | 180 hrs. | \$ | 60.00     | /hr.  | \$ 10,800.00 |
| ROW Damages                 | 1 sites  | \$ | 10,000.00 | /site | \$ 10,000.00 |
| ROW Processing & Admin.     | 20 hrs.  | \$ | 125.00    | /hr.  | \$ 2,500.00  |
| <b>Total Company Costs</b>  |          |    |           |       | \$ 92,000.00 |

Total

|                      |                      |
|----------------------|----------------------|
| Project Subtotal     | \$ 811,070.00        |
| 20% Contingency      | \$ 162,214.00        |
| <b>Project Total</b> | <b>\$ 973,284.00</b> |