

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 4th day of November, 2015, by and between Seminole Pipeline Company LLC (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WHEREAS, Utility is the owner of certain pipelines and appurtenances, (herein called Facilities) and the right for future Facilities covering lands out of Williamson County, Texas, and by virtue of easements as follows:

Grant of Easement from David Lynn Oman to Seminole Pipeline Company dated February 13, 1981 and recorded April 7, 1981 in Volume 832, Page 101 of the Deed Records of Williamson County, Texas; and

Right of Way and Pipeline Easement from Tom E. Nelson, Jr. to Seminole Pipeline Company dated June 1, 1981 and recorded June 16, 1981 in Volume 840, Page 699 of the Deed Records of Williamson County, Texas; and

WHEREAS, County desires to construct proposed CR 110 South: From US 79 to Limmer Loop, (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

Perform pipeline inspection, recoating and extension of an existing eighteen-inch (18") steel casing on the fourteen-inch (14") "Seminole Mainline", Line No. 1 to accommodate the proposed highway widening project in Hutto, Williamson County, Texas (the "Work").

County will reimburse Utility for engineering services, inspection services, internal cost and construction cost. (Eligible items based off the Williamson County Vendor Policy).

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 124 LF along with apparatus defined as Work = \$ 350,739.00

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. Upon completion of Project, Utility will provide an as-built drawing of the relocation to the County.
8. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, costs (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
9. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
10. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

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

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Seminole Pipeline Company LLC
Name of Utility

By: 
Authorized Signature

Paul D. Lair
Print or Type Name

Title: Agent and Attorney-in-Fact

Date: 11/4/15

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

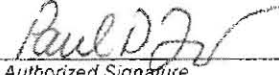
Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco --U-35 -- 100% County -- Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest -- ROW-U-1A (Attachment "E")
7. Wilco-U-80A -- Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Seminole Pipeline Company LLC
Name of Utility

By: 
Authorized Signature

Paul D. Lair
Print or Type Name

Title: Agent and Attorney-in-Fact

Date: 11/4/15

WILLIAMSON COUNTY

By: 
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: 05-18-2016

Attachment A

Plans, Specifications, and Estimated Costs

Exhibit "A"

Encroachment Project Estimate -14 inch LID 1

Project Title: FE ENCR CR110 - 14in LID 1 - Casing Extension

Project ID: DB-8026

Location: Hutto, Williamson County, Texas

AFE No.:

The scope of this project includes the inspection, recoating, and extension of an existing 18-inch steel casing on the 14-inch "Seminole Mainline" Seminole Pipeline Company, LLC. (Line ID 1) pipeline to accommodate the proposed highway widening by Dannenbaum Engineering in Hutto, Williamson County, Texas 78634.

Date: 4/27/2016

Owner: Seminole Pipeline Company, LLC. (100%)

Revised:

Operator: Enterprise Products Operating LLC

By: G. John

Checked: E. Choong

Project Type: Reimbursable AFE - 100% cost to Williamson County, Texas

ACCOUNTING CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	SUB-TOTAL
904	ENTERPRISE SALARIES AND WAGES Project Manager Safety Coordinator Corrosion Technician Environmental Scientist Sr. Land Representative Pipeline Technician	120 8 8 24 32 24	days hours hours hours hours hours	\$150 \$90 \$65 \$120 \$90 \$90	\$18,000 \$720 \$520 \$2,880 \$2,880 \$2,160	\$27,160 ✓
905	OUTSIDE ENGINEERING/SURVEY SERVICES Pipeline Engineering 3 man Survey crew	40 2	hours days	\$150 \$3,000	\$6,000 \$6,000	\$12,000 ✓
907	OUTSIDE INSPECTION SERVICES Inspector - Chief Inspector Contract Operations Representative (COR)	20 20	days Days	\$1,200 \$1,200	\$24,000 \$24,000	\$48,000 ✓
964	PERMITS, LEGAL & PROF. SERVICES Professional Services Contract Encroachment Engineer	32	hours	\$100	\$3,200	\$3,200 ✓
951	LAND & P/L RIGHT OF WAYS Damages - Temporary Work Space	2	lot	\$5,000	\$10,000	\$10,000.00 ✓
987	GENERAL CONSTRUCTION CONTRACTS 14in LID 1 - Inspect, Recoat, and Extend Casing Contractor Mobilize/Demobilize Excavate and Expose Pipeline Inspect and Recoat Pipeline Extend Steel Casing, Backfill trench Cleanup, disposal & site restoration Non Destructive Evaluation Services	124 2	lf days	\$1,300 \$3,000	\$161,200 \$6,000	\$167,200 ✓
	SUB-TOTAL					\$267,560
988	CONTINGENCY	15%	Basis	\$267,560	\$37,431	\$37,431
989	PROJECT OVERHEAD	15%	Basis	\$304,991	\$45,749	\$45,749
	Grand Total					\$350,739

Notes:

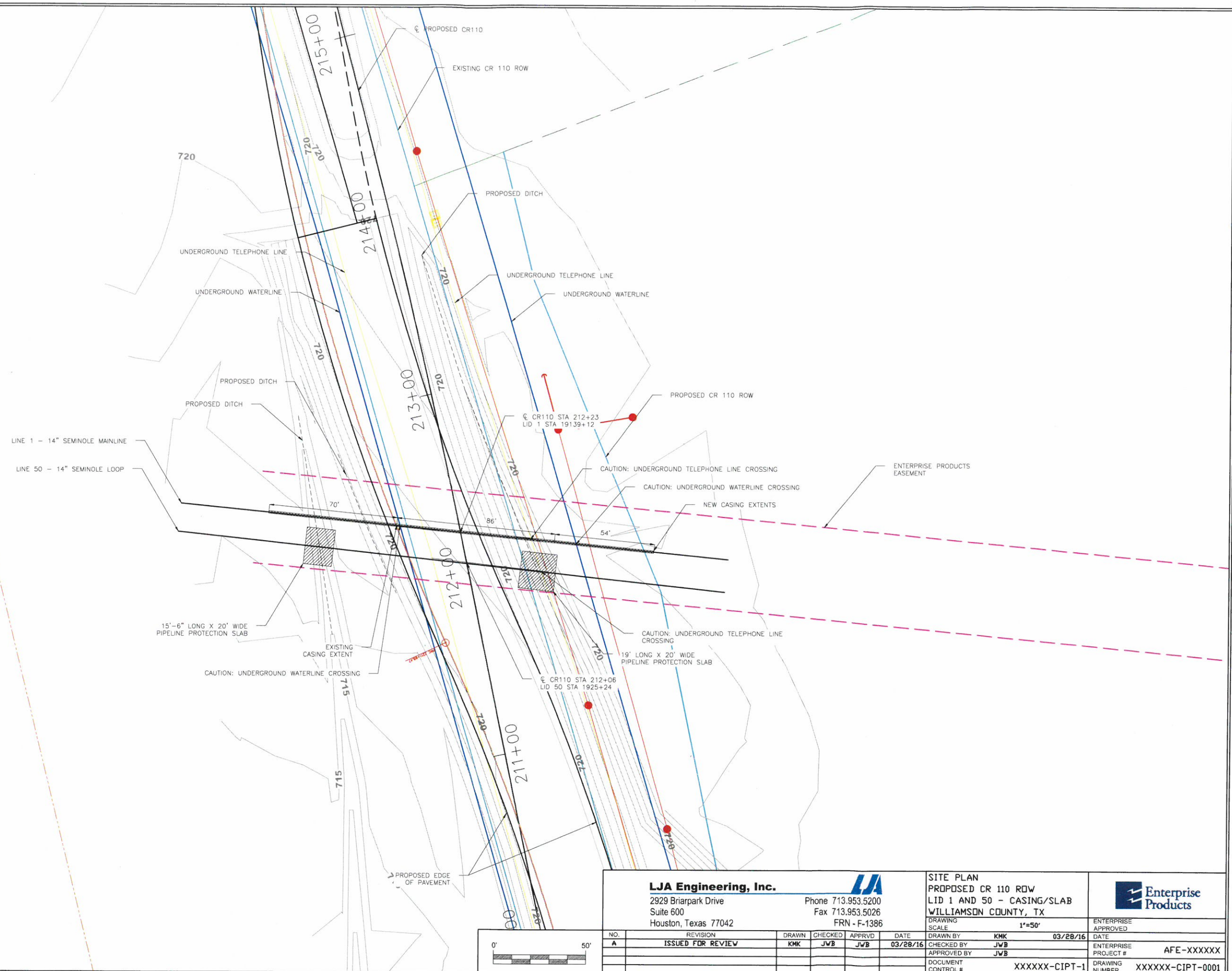
1. Estimate is based on the following:

a.) Fair to good weather.

b.) Project overhead is the percentage by which direct expenses are multiplied to recover internal labor, supervision, management, pipeline overhead, corporate overhead, and cost of capital for company employees not directly charging to the project.

c.) Contingency is included at 15% of cost.

COST PARTICIPATION BREAKDOWN		
ENTERPRISE	0%	\$ -
Williamson County, TX	100%	\$ 350,739 ✓



NOTES:
1.. EXERCISE CAUTION WHEN EXCAVATING NEAR EXISTING UNDERGROUND
TELEPHONE AND WATER LINES.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

SITE PLAN
PROPOSED CR 110 ROW
LID 1 AND 50 - CASING/SLAB
WILLIAMSON COUNTY, TX



DRAWING	
SCALE	1"=50'

SCALE		
DRAWN BY	KMK	03/28/16
CHECKED BY	JWB	
APPROVED BY	JWB	

ENTERPRISE
APPROVED

APPROVED	
DATE	
ENTERPRISE PROJECT #	AFE-XXXXXX

DRAWING NUMBER	XXXXXX-CIPT-0001
-------------------	------------------

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 08-15-2016

Estimated Completion Date: 10-14-2016

Attachment C
Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at
100 % eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E
Proof of Property Interest

GRANT OF EASEMENT

2443

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to 15 per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we,

DAVID LYNN OMAN

THIS EASEMENT IS GRANTED UNDER THE CONDITION THAT THE
ROUTE SHALL BE CHANGED AS SHOWN IN RED ON COMPANY
DRAWING # AL-74 OF 89

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto SEMINOLE PIPELINE COMPANY, its successors and assigns, hereinafter referred to as "Grantee", the right privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, and other appurtenances, within the confines of a right of way Fifty feet in width, said right of way being 15 feet on the North/~~XX~~ side and 35 feet on the South/~~XX~~ side of a line (to be ~~XX~~ surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of WILLIAMSON State of TEXAS to wit:

A tract or parcel of land containing 146.97 acres, more or less, being of the William Dunn Survey, Abstract No. 196, more particularly described in a deed from Anna Liardon to Richard Arlen Oman and David Lynn Oman, dated May 25, 1968, and recorded in Deed Book 508, at Page 95, in the Office of the County Clerk of Williamson County, State of Texas.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the pipeline or pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land (is) (is not) rented for the period beginning NONE 19 to , 19 on (cash) (crop) basis to

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Grantor has hereunto set his hand and seal , this 13 day of Feb, 1981.

WITNESS:

Betty Bohannon
Co. Clerk

David Lynn Oman
DAVID LYNN OMAN

STATE OF TEXAS)

COUNTY OF WilliamsonBEFORE ME, Frances Mason, on
this day personally appeared A. D. Peters

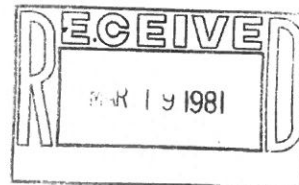
known to me to ~~be~~ the person whose name is subscribed
as a witness to the foregoing instrument of writing,
and after being duly sworn by me stated on oath that
he saw David Lynn Coman
the Grantor or person who executed the foregoing instru-
ment, subscribed the same and that he had signed the
same as a witness at the request of the Grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th
day of Mar, 1981.A. D. PetersFrances Mason
Notary Public

My Commission Expires:

Jan. 29, 1985

Frances Mason
Notary Public
My Commission Expires
January 29, 1985



Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 110 South- Enterprise

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 110 South:
From U.S. 79 to north of Limmer Loop

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Seminole Pipeline Company LLC, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 29th day of January, 2016, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the reasonable opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** and Owner shall work together to resolve the County's concerns; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Seminole Pipeline Company LLC

Williamson County

By 
Authorized Signature

By _____
Authorized Signature

Title: Attorney In Fact

Title: Williamson County Judge

Date: 1/29/2016

Date: _____

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Seminole Pipeline Company LLC

By 
Authorized Signature

Title: Attorney In Fact

Date: 1/29/2016

Williamson County

By 
Authorized Signature

Title: Williamson County Judge

Date: 05-18-2015

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Date: May 11, 2016

CobbFendley Job: 1403-088-02-22-A

Re: CR 110 South

Enterprise's Utility Agreement Package

ATTENTION: Eddie Church

WE ARE SENDING YOU THE FOLLOWING VIA: Courier

☐ Prints

☒ Originals

☐ Other

QUANTITY	DESCRIPTION
5	Enterprise- Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ For Your Use

☐ As Requested

☐ For Review & Comment

REMARKS:

Mr. Church:

We have reviewed and approved Enterprise's Utility Agreement Package in the amount of \$ 350,739.00 on the above project. We recommend execution of the attached Utility Agreement Package.

If you have any questions, please let me know.

Thank you,


Copy To

File

Received By: _____

Date & Time: _____

SIGNED


Michael Andrews, Utility Specialist