

**CONTRACTUAL AGREEMENT FOR
RIGHT-OF-WAY UTILITY ADJUSTMENTS**

THE STATE OF TEXAS

§

COUNTY: Harris

§

CHANNEL: E132-00-00

COUNTY OF HARRIS

§

This Agreement entered into by and between **Harris County** ("County"), acting by and through the Harris County Engineering Department ("HCED"), and **Genesis Pipeline Texas, L.P.** ("Owner"). The County and Owner each may also be referred to individually herein as a "Party", or collectively as the "Parties".

RECITALS

WHEREAS, County deems it necessary to make certain improvements related to E132-00-00 Channel ("Proposed Improvement"), located in Harris County Precinct 3; and

WHEREAS, Owner has asserted an interest in certain lands as set forth in an Affidavit dated April 3, 2024, and attached hereto as **Exhibit 2** and the Proposed Improvement will necessitate the adjustment, removal, or relocation of certain utility facilities of Owner located upon such lands as indicated in the following statement of work ("Work"):

The scope of mechanical work will include the excavation of Genesis' 10" pipeline, the removal of the line and capping the line. An expected 240' of pipe will be removed to ensure the abandoned lines are not in conflict with any future work that Harris County would like to conduct; and

WHEREAS, County desires to accomplish the adjustment, removal, or relocation of Owner's utility facilities located within the right-of-way ("ROW") owned by the County and affected by this Agreement,

NOW THEREFORE, the Parties desire to enter into this Agreement, as follows:

I. Owner's Responsibilities

- A. Upon execution of this Agreement by the Parties, Owner shall submit the Plans and/or Sketch of the Work, Estimate of Costs, Affidavit of Property Ownership, and other instruments, as appropriate, for approval by County.
- B. Owner agrees to prosecute the Work diligently to completion so as to not result in reasonably-avoidable interference or delay in County's construction of the Proposed Improvement or in the Work. Owner will carry out the Work in accordance with the Plans or Sketch attached hereto.

II. County's Responsibilities

Upon County's approval of the instruments referenced in Section I.A of this Agreement, County will authorize Owner in writing to proceed with the Work ("Notice to Proceed"). A copy of the Commissioners Court Order related to this Agreement will be attached to the Notice to Proceed.

III. Terms of Payment

- A. County agrees to pay Owner and Owner agrees to accept payment equal to 100% of the total actual and related indirect costs of the Work, reduced by any applicable salvage and betterment, which may result from the Work ("Owner's Costs"). The amount paid by County pursuant to this Agreement shall be full compensation to Owner for the Owner's Costs ("County's Payment"). County's Payment represents the portion of the Work for which County is legally required to pay and for which Owner is legally entitled to be reimbursed.
- B. Owner shall remit all invoices for reimbursement of Owner's Costs to County no later than ninety (90) days after completion of the Work. Any reimbursement due under this Agreement will be based on the Owner's Costs incurred in a commercially-reasonable manner. Owner shall submit to County an itemized final invoice to include supporting documentation of all costs incurred ("Final Invoice") for the Work. County will reimburse Owner within thirty (30) days of County's receipt of the Final Invoice.
- C. County shall have no obligation to pay Owner for the Work contemplated under this Agreement until sufficient funds are certified by the County Auditor as available from current fiscal funds. The issuance of a purchase order pursuant to this Agreement represents certification by the Harris County Auditor that funds, in the amount of the purchase order total, are available to satisfy all financial obligations of Harris County hereunder.

IV. Limitation of Liability

- A. Unless the Parties mutually agree to modify this Agreement to provide for additional funding, County shall in no event be liable to pay a sum greater than Thirty-Six Thousand Eight Hundred Fifty-One and 08/100 Dollars (\$36,851.08) in reimbursement of Owner's Costs ("Limitation of Liability"). Owner shall not be obligated to incur costs in excess of the Limitation of Liability as provided herein.
- B. If circumstances arise such that, based on commercially-reasonable criteria, there is the likelihood that the amount of the Limitation of Liability will be insufficient to cover 100% percent of the Costs of the Work, Owner may (i) notify County of such likelihood and the basis thereof, and inform County of its reasonable estimate of the additional amount that will be sufficient to cover the cost to complete the Work ("Additional Costs"), and, at its option, (ii) stop the Work. Any Additional Costs attributable to the negligence of Owner or its contractor(s) in the performance of the Work shall not constitute "commercially reasonable criteria" and will not be the basis for additional compensation to Owner.

- C. Upon receipt of Owner's notice as described herein, County may submit a request to Commissioners Court to amend or supplement this Agreement to increase the Limitation of Liability by the amount of the Additional Costs. If Commissioners Court does not approve the proposed amendment or supplement within thirty (30) days of County's receipt of Owner's notice, Owner may restore its facilities and seek reimbursement for 100% of the Cost of the Work, including, but not limited to, restoration cost incurred, subject to the Limitation of Liability.

V. Joint Use Permit

Owner's interests in the land within the County's ROW shall be subject to the Joint Use Permit attached hereto as **Exhibit 1** and incorporated herein.

VI. Notice

- A. All notices required to be given hereunder ("Notice") shall be given by registered or certified United States Mail, postage prepaid, return receipt requested, or by courier services, addressed as follows:

Owner:

Genesis Pipeline Texas, L.P.
811 Louisiana Street, Ste 1200
Houston, Texas 77002
Attention: Legal
Email: pstewart@genlp.com

County:

Harris County Engineering Department
1111 Fannin Street, 7th Floor
Houston, Texas 77002
Attention: Paula Martinez, P.E.
Email: paula.martinez@harriscountytexas.gov

Any Notice sent by mail or delivery services as provided herein shall be deemed given and completed on the date of actual receipt thereof.

- B. All communications and invoices given hereunder may be given by electronic means or in the same manner as Notices described herein.
- C. Each Party shall have the right to change its respective address and each shall have the right to specify as its address any other address in the State of Texas by giving at least fifteen (15) days' written notice of such change to the other Party.

VII. Attached Instruments

The instruments attached to and made a part of this Agreement are:

- Exhibit 1** - Joint Use Permit
- Exhibit 2** - Affidavit
- Exhibit 3** - Cost Estimate
- Exhibit 4** - Chief Utility Coordinator's Approval of Cost Estimate
- Exhibit 5** - Company Plans or Sketch
- Exhibit 6** - Utility Adjustment Approval Form

VIII. Termination

County may terminate this Agreement at any time up to the date that the Work under this Agreement has been authorized and such termination will not create any liability on the part of County.

IX. Liability of the Parties

Subject to Section XV below, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agents, contractors, or subcontractors arising out of or under this Agreement and which result from any act, error, or omission; intentional tort; intellectual property infringement; or failure to pay a vendor; committed by the Party or its employees, officials, agents, consultant under contract, or another entity over which it exercises control.

X. Applicable Law and Venue

- A. The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds. Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.
- B. This Agreement is governed by the laws of the State of Texas.
- C. The exclusive forum for any action arising out of, in connection with, or in any way relating to, the Agreement shall be in a state or federal court of competent jurisdiction in Texas.
- D. The exclusive venue for any action arising out of, in connection with, or in any way relating to, the Agreement shall be in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

XI. Assignment

No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

XII. Independent Parties

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall

remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the Owner for any purpose. The Owner, nor its officials, employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

XIII. No Third Party Beneficiaries

The County is not obligated or liable to any party other than Owner for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

XIV. Waiver of Breach

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

XV. No Personal Liability; No Waiver of Immunity

- A. Nothing in the Agreement is construed as creating any personal liability on the part of any official, officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

XVI. Applicable Law and Venue

This agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

XVII. Anti-Boycott

In accordance with Tex. Gov't Code Ann. § 2270.002, Owner warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

XVIII. Foreign Terrorists Organizations

In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Owner warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Owner does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

XIX. No Binding Arbitration; Right to Jury Trial

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

XX. Contract Construction

- A. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C. When terms are used in the singular or plural, the meaning shall apply to both.
- D. When either the male or female gender is used, the meaning shall apply to both.

XXI. Recitals

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

XXII. Entire Agreement; Modifications

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

XXIII. Severability

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

XXIV. Survival of Terms

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

XXV. Multiple Counterparts/Execution.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.


XXVI. Warranty

By execution of this Agreement, the Owner warrants that the duties accorded to the Owner in this Agreement are within the powers and authority of the Owner.

HARRIS COUNTY

GENESIS PIPELINE TEXAS, L.P.

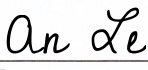
By: _____
Lina Hidalgo
County Judge

By: _____
Ellie Sullivan
Associate General Counsel

APPROVED AS TO FORM:

ATTEST:

CHRISTIAN D. MENELEE
Harris County Attorney

By: _____
An Le
Assistant County Attorney
C.A. File No.: 24GEN0180

Secretary

JOINT USE PERMIT

THE STATE OF TEXAS

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COUNTY: Harris

CHANNEL: E132-00-00

COUNTY OF HARRIS

WHEREAS, Harris County, hereinafter called the "County," proposes to make certain improvements on that section of the above-indicated channel generally located as follows:

E132-00-00 Channel

WHEREAS, it is understood that the above referred to improvements will affect the facilities of Genesis Pipeline Texas, L.P., hereinafter called the "Owner", which is in possession of, and will retain possession of, certain properties that the County must cross and encroach upon in the construction and maintenance of these improvements, such crossings or encroachments being as detailed and to the extent as shown and described on the sketch sheet or sheets which are attached hereto and made a part hereof.

NOW, THEREFORE, formal permission is hereby granted by Owner, by and through Ellie Sullivan, its Associate General Counsel, to County to cross and encroach upon Owner's said properties for the purposes set forth herein and as detailed and to the extent as shown and described on the sketch sheet or sheets attached hereto as Attachment A and incorporated by reference herein.

It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance, or other work on facilities owned and operated by either the County or the Owner in the area jointly occupied by this permit, where such work will disturb, detrimentally affect, or interfere with the facilities of either party, agreement will be reached in writing by the parties hereto before such work is undertaken. However, in the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may, at its own responsibility and risk, make necessary emergency repairs, notifying the other party hereto of this action as soon as practical.

The Owner, by execution of this permit by its representative listed below, does not waive any of the rights which Owner may legally have within the limits of the laws of this State.

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

HARRIS COUNTY ENGINEERING
DEPARTMENT

By: Amanda Jones
Amanda Jones, MPM/ENV SP
Director
Construction Program Division

Date: 4/5/2024

GENESIS PIPELINE TEXAS, L.P.

By: Ellie Sullivan
Ellie Sullivan
Associate General Counsel

Date: 04/03/2024

A F F I D A V I T

THE STATE OF TEXAS

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COUNTY: Harris

CHANNEL: E132-00-00

COUNTY OF HARRIS

WHEREAS Harris County, hereinafter called the "County," deems it necessary to make certain improvements to E132-00-00 Channel "Improvements;" and

WHEREAS, it is anticipated that the Improvements will affect the facilities of Genesis Pipeline Texas, L.P., acting by and through its Associate General Counsel, hereinafter called the "Owner," at the following-described location:

E132-00-00 Channel


WHEREAS, the County has requested that the Owner furnish the County information relative to interests that Owner holds in lands at the above-indicated location,

NOW THEREFORE, before me, the undersigned authority, this day personally appeared Ellie Sullivan, who, after being by me duly sworn, did depose and say:

"My name is Ellie Sullivan. I am above the age of eighteen (18) and fully qualified to make this affidavit. I am the Associate General Counsel of Genesis Pipeline Texas, L.P. and as such, have knowledge of the facts contained herein, and they are all true and correct.

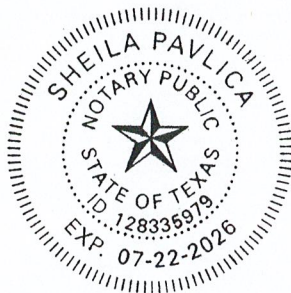
To the best of my knowledge, Genesis Pipeline Texas, L.P. is the owner of certain interests in the above-indicated lands, described as follows:

E132-00-00 Channel


Ellie Sullivan
Associate General Counsel
Affiant

Sworn to and subscribed before me this 3rd. day of April, 2024.

(SEAL)




Notary Public in and for the State of Texas

Exhibit 3

Genesis Pipeline Texas, L.P.

agenesisenergycompany 

March 26, 2024

Harris County Flood Control
C/O Monir Yari
Utility Coordinator
Office of the County Engineer
1111 Fannin Street, 7th Floor
Houston, TX 77002

Re: Genesis Pipeline Texas, L.P. 10" Pipeline Relocation/Removal Project estimates at Wortham Landing and N. Eldridge Pkwy/ E132-00-00 Channel, Harris County, Texas.

Dear Mr. Monir Yari,

Please see attached estimates related to the above-mentioned relocation/removal project with scope of work as follows:

- Vector Contracting, Inc. Proposal No. 339.563 Revision No. 3. to remove approximately 240 feet of 10-inch steel pipe, being 120 feet on each side of the center of the existing Channel E132-00-00 with additional details in the attached estimate with letter dated December 15, 2023.

Vector Estimate Total **\$27,519.33**

- Project Land Solutions, LLC Proposal for Relocation/Removal Right-of-Way Services to negotiate, coordinate, and facilitate the relocation/removal of 240 feet of 10" steel pipe across the Harris County Flood Control Channel E132-00-00 on behalf of Genesis Pipeline Texas, L.P. with further details in the attached estimate prepared November 13, 2023.

Project Land Solutions Total **\$5,250.00**

- Direct Integrity Services, LLC Proposal for Field Survey and Drafting to probe the 10-inch line 250-feet total with 125-feet either side of the center of the existing channel to stake for construction and acquire data to be converted to digital format for drafting to document removal and capture end point locations to be cut and capped.

Direct Integrity Total **\$4,081.75**

This Letter and the estimates attached are an estimate of the work to be completed to remove the 10" steel pipe across the Flood Control Channel and may not reflect the actual cost of removal of 240 feet of steel pipe being 120 feet on either side of the center of the Channel. Once the work is complete, Genesis will submit actual proof of payment in the form of paid invoices and receipts for reimbursement from the County.

The County will need to object to any items that it does not intend to reimburse prior to the commencement of work by Genesis and their contractors. If during construction Genesis or its contractors

*Subject to exceptions called out in the attached supporting documents and subject to not having to provide a survey

encounter items that are not a part of this estimate, then Genesis will stop work and seek approval for those additional unexpected costs or expenses prior to proceeding and completion in order to receive approval and authorization for full reimbursement of those costs or expenses from the County.

Total Estimated Project Cost **\$36,851.08**

Sincerely,

Genesis Pipeline Texas, L.P.
By: Genesis Energy, LLC, general partner



Ellie Sullivan

Associate General Counsel

Date: April 3, 2024

ACCEPTED AND AGREED TO BY:

Harris County Flood Control

By: _____

Print Name: _____

Print Title: _____

Date: _____

ACCEPTED AND AGREED TO BY:

Harris County Engineer

By: _____

Print Name: _____

Print Title: _____

Date: _____

Exhibit 4

CHIEF UTILITY COORDINATOR'S APPROVAL OF COST ESTIMATE

Date: 03/28/2024

Project: E132-00-00 Mitigation Project - 2020 - 23/0429 - 21090MF22E01

Owner Genesis Pipeline Texas, L.P.

Description of Adjustment: The scope of mechanical work will include the excavation of Genesis' 10" pipeline, the removal of the line and capping the line. An expected 240 ft of pipe will be removed to ensure the abandoned lines are not in conflict with any future work Harris County would like to conduct.

Estimated Cost: \$36,851.08

Percentage Reimbursable: 100%

Approved By:

Amanda Jones

Director

Construction Program Division

Amanda Jones, MPM, ENV SP

Exhibit 5

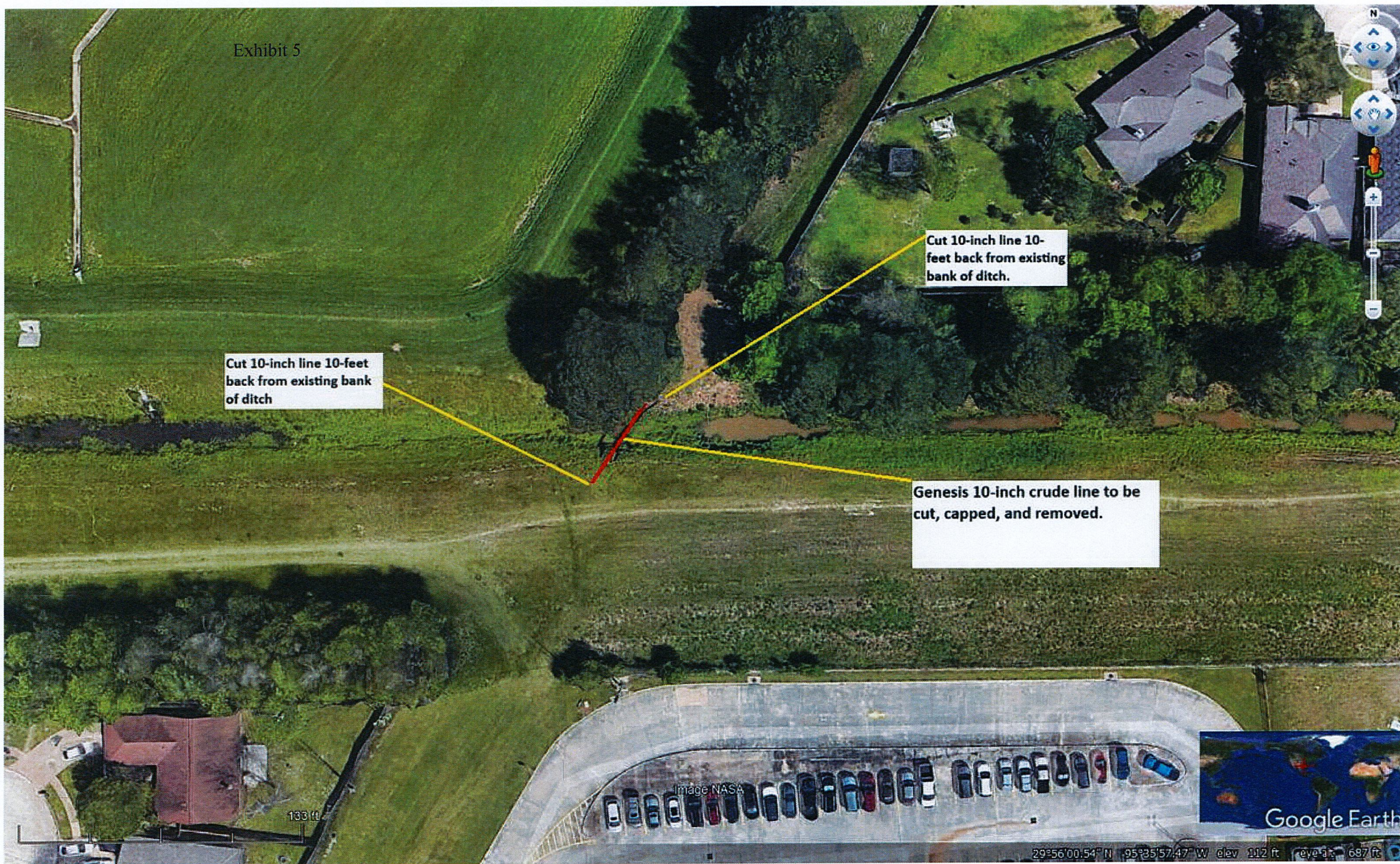


Exhibit 6



HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER
DR. MILTON RAHMAN, P.E., PMP, CFM, ENV SP

1111 Fannin St., 12th Floor
Houston, Texas 77002

Date of Request:

Requested By: Harris County Engineering – Erwin Burden/Sai Asam

Due Date:

Project Information	Description
UPIN/Name	E132-00-00 Mitigation Project - 2020 - 23/0429 - 21090MF22E01
Road	E132-00-00 Channel Near 11850 Fallbrook Dr, Houston, TX 77065
Road No.	N/A
Proposed Road Improvements	Drainage improvements for and related to E132-00-00 Channel
Precinct	3
Utility Owner/Company	Genesis Pipeline Texas, L.P.
Utility Scope of Work	<ul style="list-style-type: none">The scope of mechanical work will include the excavation of Genesis' 10" pipeline, the removal of the line and capping the line. An expected 240 ft of pipe will be removed to ensure the abandoned lines are not in conflict with any future work Harris County would like to conduct.
Owner's Costs	\$36,851.08
Percentage Reimbursable	100%
Utility Point of Contact	Robert Findley, SRWA, RL
Signatory	Ellie Sullivan
Title	Associate General Counsel
Email	pstewart@genlp.com
Address	811 Louisiana Street, Suite 1200 Houston, TX 77002

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN HARRIS COUNTY
AND GENESIS PIPELINE TEXAS, L.P.**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and law-fully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the Agreement with Genesis Pipeline Texas, L.P. for adjustment of its facilities on E132-00-00 Channel, for Harris County at a cost to the County of \$36,851.08. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.