



Colonial Pipeline Company

Loc/Tract: 806 Tract 293

AFE: _____

Pipeline Accommodation Agreement

This Agreement, made this _____ day of _____, 2021, by and between **Colonial Pipeline Company**, a Delaware corporation, hereinafter called "**Colonial**", and **The Town of Apex**, hereinafter called "**Town**";

WITNESSETH:

WHEREAS, Colonial's facilities are in conflict with proposed plans of the **Town** for the proposed construction project of Burma Dr. Extension in Wake County, State of North Carolina, at which location Colonial has previously constructed two pipelines (8" and 8") under authority of the following instruments:

- ◆ Right of Way Easement Option signed by F.G. Cash and wife Mildred C. Cash dated May 29, 1963, and recorded on July 16, 1963 in Book 1560 Page 515 at the Register of Deeds Office, Wake County, North Carolina.

And

WHEREAS, to accommodate the **Town's** proposed plans, Colonial agrees to make certain adjustments to its facilities, as shown on drawings No. 0806038S by CPC, dated 03/29/21

And

WHEREAS, Colonial has furnished the **Town** with a detailed cost estimate describing the manner and cost of adjusting said facilities, said estimate dated April 19, 2021, prepared by Colonial Pipeline Company and being in the amount of Four Hundred Ninety Six Thousand Dollars and 00/100 (\$496,000.00), of which the **Town** will bear 100% of the cost, said estimate being designated Exhibit "A", attached to and made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and premises, Colonial agrees to make adjustments to its facilities in accordance with Exhibits "A", subject to the following conditions and understandings:



Colonial Pipeline Company

- (1) **Prior to any adjustments being made to Colonial facilities, a detailed estimate of the actual non-betterment costs of performing said adjustments, including construction costs, plus applicable overhead will be provided by Colonial and must be paid in full before Colonial will schedule or commence work.**
- (2) The **Town** agrees that Colonial may at its option, solicit bids from two or more pipeline contractors, use one of Colonial's independent contractors under existing Work Order Contract, and/or use its own forces to effect the proposed adjustments.
- (3) The total estimated cost of the work to be performed by Colonial is \$496,000.00 as set out in the attached estimate dated April 19, 2021 (Exhibit "A"); however, **said cost figure is an estimate only, and neither it nor any of the other estimated cost figures set out in the estimate shall in any way constitute a limit upon the amount for which the Town shall be liable to compensate Colonial hereunder, as final compensation for adjustment work will be based on the total actual cost.** Upon completion of the work, a settlement statement shall be provided detailing all costs. Should the final summarized cost differ from the amount paid by the **Town**, Colonial will invoice or refund the **Town** for the difference.
- (4) Audit of adjustment costs may be made at Colonial's office located at 1185 Sanctuary Parkway, Suite 100, Alpharetta, Georgia 30004, between the hours of 9:00 AM and 4:00 PM, Monday through Friday.



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- (5) It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the State of North Carolina, and that all questions of interpretation and construction shall be governed by the laws of the State of North Carolina.
- (6) The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- (7) Colonial Pipeline Company shall maintain its prior rights of occupancy. Colonial Pipeline Company shall remain eligible for reimbursement of all costs for any adjustments or relocation that may be required of/by the **Town** or other entity in the future, including costs necessary for acquiring any new rights-of-way to accommodate any such adjustments or relocations.



Colonial Pipeline Company

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their authorized representatives in two counterparts, each to be considered as an original, on the day and year hereinabove written.

COLONIAL PIPELINE COMPANY

WITNESS AS TO COMPANY

By: _____

Colonial Representative

Attest: _____

Title:

Town of Apex

WITNESS AS TO THE TOWN

By: _____

Title:

Attest: _____