

**1st AMENDMENT TO REIMBURSEMENT AGREEMENT
WITH
CITGO PRODUCTS PIPELINE COMPANY
FOR
THE PEGGY DRIVE DRAINAGE PROJECT**

THIS 1st AMENDMENT TO THE REIMBURSEMENT AGREEMENT (hereafter referred to as the "Amendment") is made, entered into and effective as of the last date of execution by either of the Parties (hereafter referred to as the "Effective Date"), as reflected by the second and final signature to this Amendment, by and between CITGO Products Pipeline Company (hereafter referred to as "CITGO"), whose mailing address is 1293 Eldridge Parkway, Houston, TX 77077 and the City of San Antonio (hereafter referred to as "City"), a Municipal Corporation in the State of Texas, whose mailing address is P.O. Box 839966, San Antonio, TX 78283-3966. CITGO and City are hereafter collectively referred to as "the Parties"

BACKGROUND

A. City plans to build/construct a roadway and storm sewer project known as Peggy Drive Area Drainage over and across a 6-inch pipeline owned by CITGO Products Pipeline Company (hereafter referred to as "the Project"). CITGO owns and operates a pipeline within the aforementioned property and has the legal authority to execute such an Amendment; and

B. To accommodate City's work on the Project, CITGO has evaluated and lowered its pipeline (hereafter referred to as "the Work"), in accordance with and as more particularly described in the attached **Exhibit A** (hereafter referred to as the "Scope of Work"), which is incorporated herein; and

C. On September 23, 2024, the Parties signed a Reimbursement Agreement, wherein the City agreed to reimburse CITGO 100% of the additional costs incurred by CITGO for the Work, estimated to be \$285,700.00; and

D. CITGO has incurred unforeseen expenses/costs related to CITGO's Work in the additional amount of \$118,040.32.

AMENDMENT TO AGREEMENT

In consideration of the promises and mutual covenants herein contained, and subject to the other terms and conditions of this Amendment, CITGO and City hereby agree as follows:

1. Pursuant to the terms of the Agreement, City will reimburse CITGO in the amount of \$403,740.32 for the total costs of the Work.

2. All payments made by the City shall be made by check and/or ACH, payable to CITGO Products Pipeline Company, and mailed to the following address:

CITGO Products Pipeline Company
ATTN: Asher Rosen
1293 Eldridge Parkway
Houston, Texas 77077

3. All other terms of the original Reimbursement Agreement remain in full force and effect.

4. The terms of this Amendment shall be binding and inure to the benefits of the Parties hereto and their respective successors and assigns.

5. This Amendment may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same Amendment. Faxed and/or digitally transmitted signatures shall be deemed original, effective and binding delivery of the signature hereto.

6. All exhibits referred to in this Amendment are incorporated hereto for all purposes.

7. The Parties have caused this Amendment to be executed by their proper duly authorized officials as of the dates indicated below.

The City:

CITGO:

CITY OF SAN ANTONIO

CITGO PRODUCTS PIPELINE COMPANY

By: Razi Hosseini, P.E., R.P.L.S.
City Engineer/Director
Public Works Department

By: Karl D Schmidt
President

Karl D. Schmidt



GL

Date:

Date: 4/28/2025

APPROVED AS TO FORM:

Assistant City Attorney

Greg Luna

EXHIBIT A

SCOPE OF WORK

Engineering design, to the construction document stage, to both evaluate and lower the TPL1 pipelines (Corpus Christi to San Antonio and San Antonio to Austin line segments) in an area approximately one thousand (1,000) feet east of the San Antonio Terminal, to remove any conflicts in relation to the City of San Antonio's Peggy Drive Extension FM 1346 Project.