

P Book 83 Pg 113

STATE MS.-DESOTO CO.
FILED

W.F. DAVENPORT
OCT 21 2 28 PM '99

BK 83 PG 113
W.F. DAVENPORT CLK.

This instrument was drafted by Williams Pipe Line Company, a Delaware Corporation, P.O. Box 21628, Tulsa, Oklahoma 74121, 918/599-4028.

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective this 19th day of October, 1999, by and between WILLIAMS PIPE LINE COMPANY (herein "Williams"), a Delaware corporation whose mailing address is P.O. Box 21628, Tulsa, Oklahoma 74121, and DeSOTO COUNTY, MISSISSIPPI ("herein "County").

WITNESSETH:

WHEREAS, Williams is the owner of one 10" pipeline, one 12" pipeline and one 20" pipeline, known as the Collierville Crude Line and easements for pipelines in Section 13, Township 1 South, Range 6 West, DeSoto County, Mississippi, by virtue of certain Right of Way Agreements dated July 4, 1998, May 13, 1996 and April 1, 1999, and filed of record in Book 341 at page 154, Book 300 at page 552 and Book 349 at page 790, respectively, in the Chancery Clerk's office of said County; and

WHEREAS, the County desires to improve and alter Stateline Road located in Section 13, Township 1 South, Range 6 West, DeSoto County, Mississippi; and

WHEREAS, as a result of this roadwork, the County desires Williams to perform certain pipeline modifications work including relocation of a scraper trap; and

WHEREAS, Williams, under the terms hereinafter stated, is willing to evaluate said highway improvements and to perform

certain modification work to the Pipeline to accommodate such roadwork, provided County reimburses Williams for its appropriate share of Williams' actual costs, both direct and indirect, of making such modifications.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars and the promises and mutual covenants herein contained, Williams agrees to relocate the Pipeline in accordance with the attached Exhibit "A" incorporated herein subject to the following terms and provisions:

1. The County agrees that Exhibit "A" contains a representation of the work requested of Williams to accommodate the roadwork.
2. The County shall, at its own expense, inspect any construction by Williams hereunder, to assure itself that Williams' work is being performed in compliance with the needs of the County.
3. The County agrees to bear one-third (1/3) of all direct and indirect costs not to exceed One Hundred Thousand Dollars (\$100,000.00) incurred by Williams and relating to any construction by Williams hereunder, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes and legal fees relating to the engineering and modification of the Pipeline to accommodate the roadwork. The County recognizes that Williams may use one or more contractors to perform such modification work.
4. The total cost of said highway project is estimated to be \$350,650.00, as defined in Exhibit "B" attached hereto.
5. Within 120 days following the completion of this project, Williams shall make an accounting of final costs and provide the County an invoice of the same. County shall pay the full amount of such invoice within 30 days of receipt.
6. The County shall use its best efforts in securing any additional easements, in a form satisfactory to Williams, as necessary for the relocation of Williams' pipeline and facilities including the scraper trap. However, this does not include use of its eminent domain authority.
7. The County and Williams mutually agree that all operations and work performed by their individual contractors above or adjacent to the Pipeline shall be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and conditions that may be imposed by Williams from time to time. No work shall be performed within

the existing easement until the pipeline modification work has been completed.

8. Exclusive of Saturday, Sunday and legal holidays, notice shall be given to Williams by the County or its contractor at least 48 hours in advance of commencement of any work on or adjacent to the Pipeline, excepting only cases of emergency. Said notice shall be given to the Project Manager, Dennis Vasicek, 1717 South Boulder, Tulsa, Oklahoma 74121, 918-574-8208.
9. In the event County breaches any of the terms, covenants or provisions of this Agreement, and Williams commences litigation to enforce any provisions of this Agreement or of the aforesaid easements, the cost of attorneys' fees and the attendant expenses will be payable to Williams by the County only upon the order of a court of competent jurisdiction and if allowed under Mississippi law.
10. It is expressly understood by the parties hereto that Williams is not abandoning any right, title or interest it may have in the above described land.
11. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the pipeline modification work by and between Williams and County.
12. Williams shall not be liable for any losses or damages due to any delay or failure to perform its obligations under this Agreement if such delay or failure results directly or indirectly from circumstances that are either: (1) beyond its control; (2) unavoidable; or (3) make performance impossible or impractical. Such circumstances shall include, but shall not be limited to, acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of landowners, acts of the government in either its sovereign or contractual capacity, pipeline unavailability, accident, fire, water damages, flood, earthquake, or other natural catastrophes.
13. The terms of this Agreement shall constitute covenants running with the land and be binding up and inure to the benefit of the parties hereto and their successors and assigns.

STATE OF MISSISSIPPI)
) SS
COUNTY OF DESOTO)

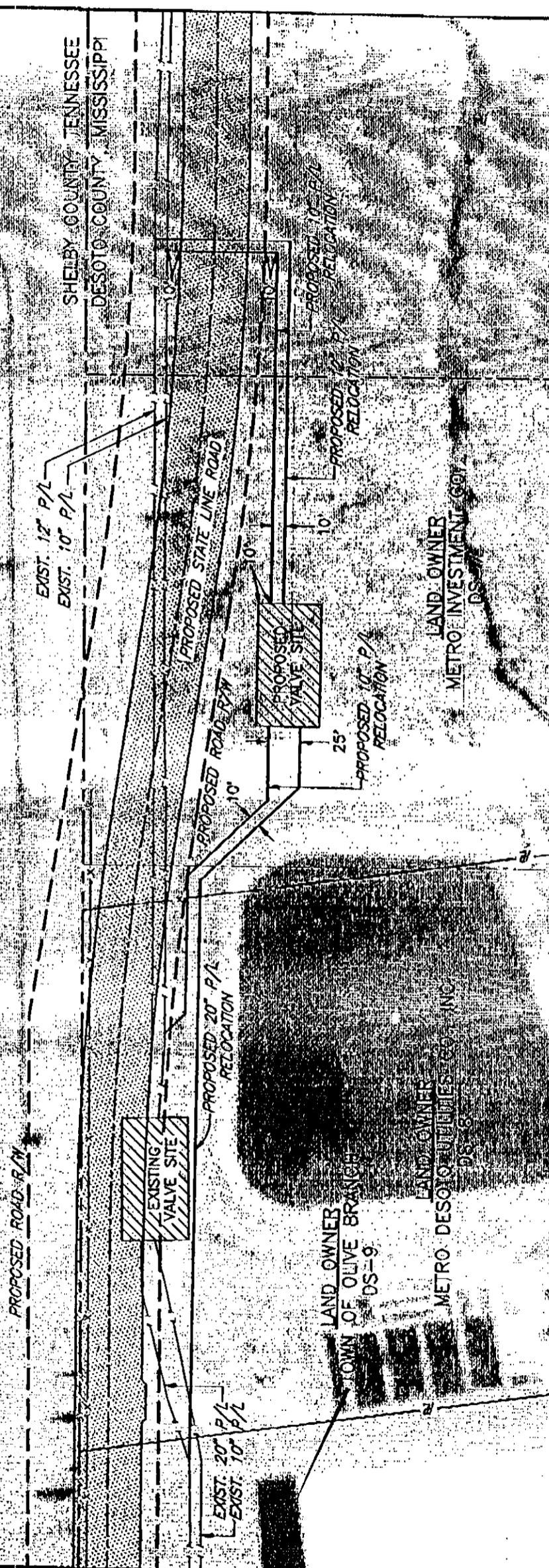
On this 19th day of October, 19 99, before me appeared Jessie L. Medlin, to me personally known, who, being by me duly sworn, did say that he is the President of the DeSoto County Board of Supervisorsof DeSoto County, Mississippi and that said instrument was signed in behalf of said ~~corporation~~ political subdivision by authority of its minutes and said Jessie L. Medlin, President acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

D Lynn Morgan
Notary Public

My Commission Expires:
2/14/2001

DESOTO COUNTY, MISSISSIPPI
PART OF SECTION 13, T1S-R6W NORTH EAST QUARTER



MID-AMERICA PIPELINE COMPANY		PROPOSED RELOCATION OF 10", 12" & 20" P/L'S AND	
TULSA, OKLAHOMA		PROPOSED VALVE SITE	
LAND OWNER TOWN OF OLIVE BRANCH DS-9		DESOTO	MISSISSIPPI
LAND OWNER METRO DESOTO UTILITIES CO., INC. DS-6		COUNTY	MISSISSIPPI
LAND OWNER METRO INVESTMENT CO. DS-5		DRAWN BY: S.N.	800112-MS-DE-8.1
SCALE: 1" = 100'	DATE: 10-19-99	APPROVED:	

Hacks Cross Road Scraper Trap Relocation
Olive Branch, DeSoto County, Mississippi
Cost Estimate

Estimate includes relocation of existing 20"x12" scraper trap with 10" tie-in valve, removal of 220' of 20" pipe, installation of 900' of 20" pipe, relocation of 400' of 10" pipe, relocation of 250' of 12" pipe, and relocation of 10" tie-in

<u>DESCRIPTION</u>	<u>QUANTITY ESTIMATED</u>	<u>RATE ESTIMATED</u>	<u>SUB-TOTAL ESTIMATED</u>	<u>TOTAL ESTIMATED</u>
<u>RIGHT OF WAY</u>				
COST OF EASEMENT	60 RODS	\$325.00 /ROD	\$19,500	
DAMAGES	60 RODS	\$25.00 /ROD	\$1,500	
ACQUISITION EXPENSE	60 RODS	\$30.00 /ROD	\$1,800	
LEGAL EXPENSE	60 RODS	\$10.00 /ROD	\$600	
		\$390.00 /ROD	\$23,400.00	
SCRAPER TRAP LOCATION	0.25 ACRES	\$20,000.00 /ACRE	\$5,000	\$28,400
<u>LINE PIPE</u>				
20" O.D., 0.438" W.T., X-65 COATED	900 FEET	\$29.28 /FT	\$26,352	
12.75" O.D., 0.281" W.T., X-65 COATED	250 FEET	\$16.37 /FT	\$4,093	
10.75" O.D., 0.250" W.T., X-52 COATED	400 FEET	\$14.80 /FT	\$5,920	
FREIGHT	\$36,365	10.00%	\$3,636	
TAX	\$36,365	8.25%	\$3,000	
			\$43,001	\$43,000
<u>VALVES AND FITTINGS</u>				
MISCELLANEOUS TEES, ETC	1 LS	\$5,000.00 /LS	\$5,000	
10" TDW STOPPLE FITTING ASSEMBLY	1 EA	\$5,200.00 /EA	\$5,200	
FACTORY BEND 10"	4 EA	\$1,500.00 /EA	\$6,000	
FACTORY BEND 12"	2 EA	\$1,700.00 /EA	\$3,400	
FREIGHT	\$19,600	10.00%	\$1,960	
TAX	\$19,600	8.25%	\$1,617	
			\$23,177	\$23,180

CONSTRUCTION MATERIAL

GIRTH WELD COATING	20 KITS	\$45.00 /KIT	\$900	
P/L MARKERS	6 EA	\$15.00 /EA	\$90	
PIPE SUPPORTS	8 EA	\$100.00 /EA	\$800	
VALVE FENCING	1 EA	\$3,500.00 /EA	\$3,500	
PIGS	4 EA	\$350.00 /EA	\$1,400	
NITROGEN	4 EA	\$6,200.00 /EA	\$24,800	
WARNING TAPE	1 ROLL	\$52.00 /ROLL	\$52	
GASKETS	9 EA	\$35.00 /EA	\$315	
FREIGHT	\$31,857	10.00%	\$3,186	
TAX	\$31,857	8.25%	\$2,628	
			\$37,671	\$37,670

CONSTRUCTION

CONTRACTOR	21 DAYS	\$7,500.00 /DAY	\$157,500	
RADIOGRAPHIC INSPECTION	12 DAYS	\$700.00 /DAY	\$8,400	
TDW STOPPLE SERVICE	1 LS	\$6,600.00 /LS	\$6,600	
			\$172,500	\$172,500

OVERHEAD

COMPANY TIME	\$304,750	7.50%	\$22,856	
SURVEY	20 DAYS	\$600.00 /DAY	\$12,000	
INSPECTION	46 DAYS	\$240.00 /DAY	\$11,040	
			\$45,896	\$45,900

TOTAL **\$350,650**