

MADISON COUNTY BOARD OF SUPERVISORS

UTILITY AGREEMENT

Project No. STP-6985-00(001)LPA/106993-701000

This agreement is entered into as of the date of the last signature on the following page by and between Texas Eastern Transmission, LP hereinafter referred to as "TEXAS EASTERN", and the Madison County Board of Supervisors, hereinafter referred to as "MADISON COUNTY", for the adjustment of the transmission and /or distributor facilities of TEXAS EASTERN necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That MADISON COUNTY will submit a project for roadway construction, being the proposed Bozeman Road Improvements Project, known as State Project No STP-6985-00(001)LPA/106993-701000 in Madison County and to be designed as Bozeman Road Improvements and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment; and
2. That right of way for the proposed new road will pass over and include certain property interests in of TEXAS EASTERN and /or its successors or assigns, as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its subsurface gas line facilities which are currently located with TEXAS EASTERN's utility easement.
3. It is understood and agreed that the proposed and agreed that the proposed construction of Bozeman Road Improvements will require adjustments, removals, and or/alterations of the subsurface gas line facilities of TEXAS EASTERN, specifically the extension of steel casings on TEXAS EASTERN's subsurface gas line facilities and relocation of a pipeline casing vent as further detailed in the Scope of Work provided to Madison County. ("Extension Work") TEXAS EASTERN and MADISON COUNTY agree to the following:
4. That TEXAS EASTERN does hereby agree and does not object to MADISON COUNTY's use of the surface rights in and to the property interests covered by this agreement, to the extent reasonably needed by MADISON COUNTY in its use thereof for the purpose of the agreement and the construction of the Bozeman Road Improvements. In consideration of such no objection by TEXAS EASTERN, MADISON COUNTY agrees to reimbursement TEXAS EASTERN for any and all documented costs associated with the Extension Work in accordance with the terms and conditions set out in the Reimbursement Agreement attached hereto and incorporated as Exhibit A. Further, should MADISON COUNTY, now or in the future, find it necessary or desirable to change the design, construction and/or maintenance plans for the Bozeman Road Improvements Project to an extent that will require adjustments, removals, and/or alterations of the facilities covered hereby, which remained within the existing easement or other property interest of TEXAS EASTERN, TEXAS EASTERN will make such further adjustments, removals, and/or alterations as may be necessary according to the methods hereinabove set out, and MADISON COUNTY will pay the costs of such adjustments, removals, and /or alterations under the same terms and conditions as set out in Exhibit A. Additionally, TEXAS EASTERN shall make the most economical type adjustments, removal

and /or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility. However, should TEXAS EASTERN, for its own purposes, need or desire to expand, alter, adjust, remove, relocate, service, or maintain the facilities covered by this agreement, TEXAS EASTERN agrees to provide to MADISON COUNTY a set of drawings or plans of the proposed changes and agrees to coordinate with MADISON COUNTY during the construction of such changes and any such changes made shall be at the expense of TEXAS EASTERN; provided that TEXAS EASTERN will not be responsible for any cost incurred by MADISON COUNTY caused by such changes by TEXAS EASTERN.

5. Attached hereto as Exhibit B is a portion of the Bozeman Road Improvements Plan Profile sheet for construction in the vicinity of the TEXAS EASTERN existing pipeline easement and subsurface gas line facilities.

WITNESS this my signature in execution hereof, this the ___ day of _____, 2023.

TEXAS EASTERN TRANSMISSION, LP

BY _____

Print Name _____

Title: _____

WITNESS this my signature in execution hereof, this the ___ day of _____, 2023.

MADISON COUNTY BOARD OF SUPERVISORS

BY _____

President

Exhibit A

PIPELINE ALTERATION AND REIMBURSEMENT AGREEMENT

STATE OF MISSISSIPPI

COUNTY OF MADISON

THIS PIPELINE ALTERATION AND REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2023 by and between Texas Eastern Transmission, LP a Delaware limited partnership, having its office at 915 N. Eldridge Pkwy, Suite 1100, Houston, Texas 77079 (hereinafter referred to as "TEXAS EASTERN") and Madison County Board of Supervisors, with its office at 125 West North Street, Canton, MS 39046 (hereinafter referred to as "Madison County Board").

WITNESSETH:

WHEREAS, TEXAS EASTERN owns and operates a 30-inch interstate natural gas pipeline and appurtenances thereto (hereinafter referred to as the "Pipeline") located in Madison County, Mississippi, within a right of way and easement (hereinafter referred to as "Easement") previously acquired by Texas Eastern Transmission Corporation (N/K/A Texas Eastern Transmission, LP), and recorded in Volume 61, Page 263, Deed Records of Madison County, Mississippi and as amended by the Amendatory Agreement recorded in Book 522, Page 378, Deed Records of Madison County, Mississippi (herein referred to as the "Amendment"); and

WHEREAS, Madison County Board plans to develop or make changes to Bozeman Road, State Project No. STP-6985-00(001)LPA/106993-701000, (herein referred to as "Bozeman Road Improvement") located on certain real property in Madison County, Mississippi (the "Property"), which is affected and covered by the Easement; and

WHEREAS, the Property is more fully described in Exhibit A of the Amendment; and

WHEREAS, the development and/or construction plans of Bozeman Road Improvements will necessarily require adjustment, alteration, replacement and/or relocation of a portion of the Pipeline and Madison County Board has requested TEXAS EASTERN to so adjust, alter, replace and/or relocate the Pipeline and

WHEREAS, TEXAS EASTERN is willing to adjust, alter, replace and/or relocate the Pipeline, subject to the provisions and conditions expressed herein.

NOW, THEREFORE, in consideration of the premises and of the terms and conditions hereinafter set forth, the parties hereto agree, each with the other, as follows:

I

PIPELINE ADJUSTMENT

TEXAS EASTERN does hereby agree that, subject to the terms and conditions of this Agreement, it will adjust, alter, replace and/or extend the existing pipeline casing and casing vent on the Pipeline (hereinafter referred to as "Pipeline Adjustment") to accommodate the Bozeman Road Improvements over the Pipeline. After this Pipeline Adjustment, TEXAS EASTERN shall be under no obligation to effect any further adjustment across the aforementioned tract and location.

Madison County Board agrees to reimburse TEXAS EASTERN for all direct and indirect costs (hereinafter referred to collectively as the "Cost") incurred by TEXAS EASTERN for the Pipeline Adjustment. Such Cost shall include, but shall not be limited to, all permits, consideration for new right of way grants, allowance for funds used during construction, materials, labor, licenses, fees, taxes and any and all other costs and expenses of any type or nature. Reimbursement of the Cost shall be made in accordance with Article IV of this Agreement.

II

PROSECUTION OF THE WORK

It is agreed that TEXAS EASTERN, in performing the Pipeline Adjustment, will conduct such operations in a good and workmanlike manner and with such materials as will conform to all applicable pipeline construction requirements now imposed by applicable federal, state, and local regulations and ordinances relating to such construction.

III

PERMITS AND CERTIFICATES

Madison County Board agrees to cooperate with TEXAS EASTERN in every way possible to make

application for and obtain all necessary use and occupancy permits, licenses or grants of any nature whatsoever required or imposed by any governmental body or other party with respect to the Pipeline, including, but not limited to, executing appropriate consents and authorizations and supporting and/or joining in any and all applications for certificates and authorizations to operate the adjusted, altered, replaced and/or relocated Pipeline as may be filed by TEXAS EASTERN with any state, local or federal authority having regulatory or supervisory jurisdiction over the Pipeline.

IV

PAYMENT REIMBURSEMENT

TEXAS EASTERN has estimated that the Cost of the Pipeline Adjustment will be approximately Three hundred thousand Dollars (\$300,000.00). The Cost shall not be considered a maximum, minimum, or guarantee for the work associated with this Agreement and the Madison County Board agrees to reimburse the entire actual Cost, both direct and indirect, incurred by TEXAS EASTERN. Such cost shall include, but not be limited to, all permits, allowance for funds used during any associated construction, materials, labor, administrative overhead, services, licenses, fees, loss of gas, right of way grants, changes in scope or operation and any and all other costs, burdens and expenses of any type of nature. Madison County Board further agrees to pay all reasonable attorney's fees should this Agreement be placed in the hands of an attorney for collection or should it be collected through any court.

Within one hundred eighty (180) days after completion of the Pipeline Adjustment, TEXAS EASTERN shall use reasonable efforts to deliver a final invoice for the outstanding Cost incurred by TEXAS EASTERN pursuant to this Agreement including all termination costs. Madison County Board agrees to reimburse TEXAS EASTERN for any amounts due within thirty (30) days of the invoice date.

Should Madison County Board fail to pay part or all of the amount of any invoice for service provided when such amount is due, TEXAS EASTERN may charge interest on the unpaid portion of the invoice computed from such due date until the date of payment at the prime rate of interest as published on the date of the invoice in the Wall Street Journal (or, if unavailable, an equivalent publication on or about that date).

For a period of one (1) year after completion of the Pipeline Adjustment, Madison County Board

shall have the right to audit TEXAS EASTERN's books and records directly relating to the Pipeline Adjustment. Should such audit reveal any errors or inaccuracies, a proper correction or adjustment shall be made as promptly as practicable thereafter. Any such audit shall be conducted at TEXAS EASTERN's office in Houston, Texas during TEXAS EASTERN's business hours. Madison County Board's right to audit does not reduce the responsibility of the Madison County Board to pay TEXAS EASTERN invoices in full within the thirty (30) day period required.

V

PRIOR EASEMENT

Nothing herein shall be deemed to alter, modify, or amend the terms, conditions, and provisions of the Easement and/or the Amendment.

VI

MISCELLANEOUS PROVISIONS

This Agreement shall be binding upon, and shall accrue to the benefit of, the parties hereto, their successors, and assigns. This Agreement represents the full agreement of the parties and may only be altered by a written amendment executed by both parties. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year first above written.

ATTEST:

TEXAS EASTERN TRANSMISSION, LP
By Spectra Energy Transmission Services, LLC, its
General Partner

By: _____
Name:
Title:

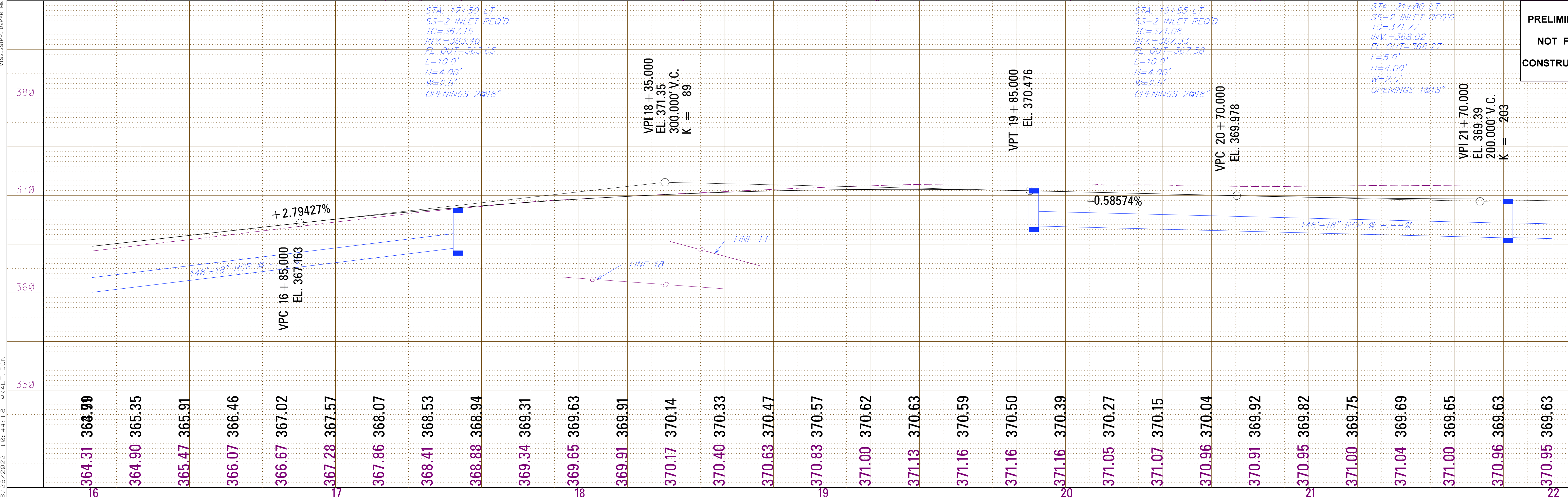
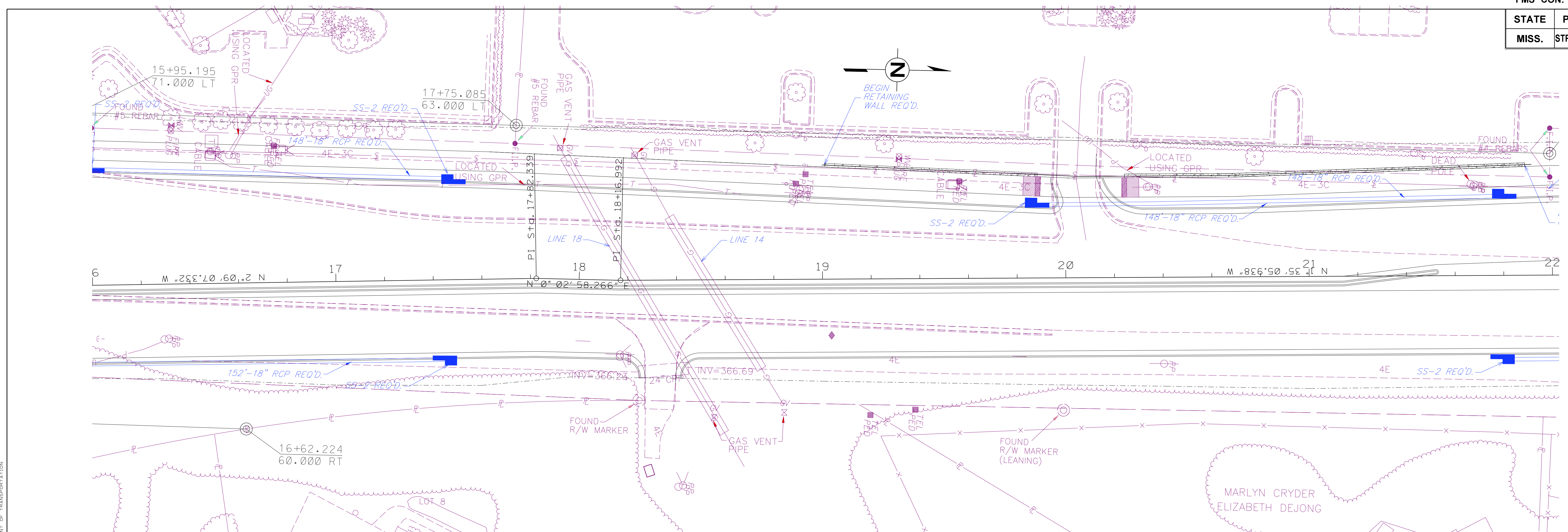
Line No. 14 _____
R/W No. _____
County/State Madison, Mississippi

ATTEST:

Madison County Board of Supervisors

By: _____

Document Prepared by and Return to:
TEXAS EASTERN TRANSMISSION, LP
Land & Right of Way Department
916 N. Eldridge Parkway
Suite 1100
Houston, Texas 77079



PRELIMINARY
NOT FOR
CONSTRUCTION

B/29/2022, 10:44:18, MK41.T, DGN