

Reimbursement Agreement

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of this ____th day of _____, 20__, by and between **SFPP, L.P.**, a Delaware limited partnership ("SFPP"), with an office at 1001 Louisiana Street, Houston, TX 77002, and Coachella Valley Water District, a public agency ("CVWD") whose address is 75-515 Hovley Lane East, Palm Desert, CA 92211.

WHEREAS, Santa Fe Pacific Pipelines, Inc. holds an easement by Southern Pacific Transportation Company, for which a Memorandum of Grant of Easement was recorded on 9/16/1994 in the Official Records of the Riverside County Recorder, as Document # 359165 (the "SFPP Easement"), and;

WHEREAS, SFPP, L.P., a Delaware Limited Partnership, is the successor to Santa Fe Pacific Pipelines, Inc., and;

WHEREAS, SFPP owns and operates a 22 inch pipeline ("LS-111"), a 12 inch pipeline ("LS-2"), and their respective related facilities (the "SFPP Facilities") which reside under, upon, over, through and across the SFPP Easement, and;

WHEREAS, CVWD is proposing to construct channel lining at Morongo Wash, hereinafter referred to as the ("Project"), which will necessitate relocation of the LS-111, , as shown in the attached Exhibit A, and inspection services to protect SFPP Facilities within the SFPP Easement during the course of Project, and;

WHEREAS, CVWD has agreed to reimburse SFPP for one hundred percent (100%) of the total cost of such relocation and inspection services for the Project, as described herein.

NOW THEREFORE, for and in consideration of the premises and the mutual benefits to all parties, and intending hereby to be legally bound, it is understood and agreed as follows:

1. SFPP will relocate a segment of its existing LS-111 to accommodate the proposed Project in a manner that will be sufficient for both SFPP and CVWD, as depicted in the drawing attached hereto as Exhibit A, and provide the required manpower and resources itself or through its consultants and contractors to protect SFPP right-of-way and monitor CVWD's activities on and in the vicinity of the SFPP pipelines, all herein after referred to as the "Work."
2. CVWD shall pay SFPP for 100 percent (100%) of the actual costs and expenses incurred by SFPP to perform the Work ("Reimbursement Expenses"), pursuant to the terms of this Agreement.

3. CVWD shall prepay SFPP for SFPP's estimated Reimbursement Expenses. SFPP estimates that the Reimbursement Expenses to be incurred by SFPP and paid by CVWD are \$_____ ("Estimated Amount"), as described in Exhibit B attached hereto. Such Estimated Amount is a budgetary estimate only, and neither it nor any of the other estimated cost figures herein shall in any way constitute a limit upon the amount of the total actual cost of the Work, including overheads and taxes, incurred by SFPP, for which CVWD shall be liable to pay hereunder. Such cost estimate is based on the costs of labor and expenses current at the time of preparation of the estimate, and is subject to revision by and at the discretion of SFPP to reflect any changes in such cost that may occur prior to the completion of the Work. Such cost estimate makes no provision of encountering unforeseen rock, water, bad weather, or any other unforeseen contingencies in connection with the Work and such contingencies will be included and accounted for in the total actual cost of the Work, for which CVWD agrees to reimburse SFPP in full, pursuant to the terms of this Agreement.
4. Upon full execution of this Agreement, CVWD shall pay SFPP the Estimated Amount. SFPP shall be under no obligation to commence any activities relative to the Work until CVWD has paid SFPP the Estimated Amount and all authorizations and permits, if any, necessary to complete the Work have been received. Upon receipt of the Estimated Amount, SFPP will make arrangements to begin the Work as soon thereafter as reasonably possible. All payments due hereunder shall be in the form either of a check or a wire transfer following the instructions outlined in Exhibit C.
5. As promptly as reasonably possible, but no sooner than ninety (90) days following completion of the Work, SFPP shall provide an accounting for any variance between the Estimated Amount and the total Reimbursement Expenses ("Final Accounting"); provided, however, that CVWD shall be obligated to pay SFPP for the total Reimbursement Expenses regardless of whether the Reimbursement Expenses are more or less than the Estimated Amount. The Final Accounting shall set forth the total amount due and owing by CVWD and include copies of the invoices from the respective consultant, constructor, or other entity. If CVWD objects to any portion of the Final Accounting, it shall provide written notice to SFPP of said objections within ten (10) days of receipt of the Final Accounting and the Parties shall then engage in good faith efforts to resolve such issues through informal discussions. In the event CVWD does not submit such an objection to SFPP within said 10-day period, CVWD will be deemed to have approved said statement. In the event CVWD owes SFPP additional payment to cover the Reimbursement Expenses, SFPP will provide a final invoice to CVWD within thirty (30) days after the Final Accounting. Should CVWD fail to make payment of such invoice within (60) days after its receipt of the Final Accounting, SFPP shall be entitled to collect from CVWD the amount of said invoice together with interest at a rate equal to the then-applicable Federal Energy Regulatory Commission ("FERC") refund interest rate as specified in Section 154.501(d) of FERC's regulations. Such interest shall accrue on unpaid amounts, including on unpaid interest, compounded monthly, beginning on the payment due date of SFPP's invoice to CVWD and terminating when such invoice is paid. In the event that SFPP owes CVWD a

refund of amounts paid, SFPP agrees to make that refund to CVWD within sixty (60) days after providing the Final Accounting to CVWD.

6. CVWD agrees to perform the Project in accordance with the drawings for the Project as provided to SFPP and in effect on the date this Agreement is executed and will not make any changes to the Project where the SFPP Facility is involved without prior written notification to SFPP. If changes to the Project are made or future changes are made to CVWD's development that affect the SFPP Facility such that additional adjustments are necessary within SFPP's currently existing right of way or otherwise affect the property interests of SFPP, then SFPP will make said adjustments at the expense of CVWD.
7. From time to time SFPP or its contractor(s) may perform maintenance or construction operations on its SFPP Facility. During these times, it may be necessary to excavate and expose its SFPP Facility to make the necessary repairs or for other necessary maintenance or construction activities. It is therefore understood, agreed, and accepted by CVWD that SFPP shall have the right to cut the channel lining of the Project within SFPP Company's right of way and to allow said cutting of any access roads or parking areas with the understanding that all costs associated with repairs to the Project and utilities, the access roads, and parking areas, as a result of any such cutting by SFPP Company will be at the expense of CVWD on the existing right of way limits of the SFPP Easement and at the expense of SFPP Company on any part outside of the existing right of way limits of the SFPP Easement. SFPP, by agreeing to the construction of the Project, does not relinquish any of its rights, titles, or interest in or to its existing right of way.
8. SFPP will keep all cost records pertaining to the Work in order to have them readily available for CVWD to audit, should they desire to do so. CVWD has the right to audit the records during the regular office hours of SFPP for a period of two (2) years from the date the Work is completed.
9. SFPP and CVWD acknowledge and agree that nothing in this Agreement shall operate or be construed as a representation or guarantee that the activities of SFPP shall result in the Work being successful or completed, or that such activities will be completed by any specific or anticipated date, and SFPP shall have no liability whatsoever to CVWD for the failure to complete the Work, provided however, while recognizing this is an accommodation without financial incentive to SFPP, SFPP will undertake the Work in its normal course of business. The Work undertaken by SFPP herein shall be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND SFPP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ITS ACTIVITIES OR ANY MATTER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR CONFORMANCE TO MODELS OR SAMPLES OF MATERIAL. In no event shall either party be liable to the other party CVWD with respect to SFPP's Work or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such Work, whether arising in contract, tort, (including, but not

limited to, negligence or strict liability) or otherwise. IT IS SPECIFICALLY AGREED THAT NEITHER PARTY SHALL HAVE ANY OBLIGATION WHATSOEVER FOR, AND BOTH PARTIES EXPRESSLY WAIVE, ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DELAY DAMAGES WITH RESPECT TO THE WORK, OR THIS AGREEMENT, REGARDLESS OF HOW CAUSED.

10. It is understood that neither party assumes any additional responsibility for the protection, operation, and maintenance of the SFPP Facility or the Project. Both parties ("Indemnitor") agree to protect, indemnify, and hold harmless the other party ("Indemnitee") , its officers, employees, representatives, agents, contractors, and subcontractors from and against any and all claims, demands, actions, expenses (including court costs and attorneys' fees), losses, damages, causes of action, and liability whether with respect to the parties hereto or third parties, for damage to property or injury to or death of persons arising out of or in connection with the performance of either the Work or the Project, except to the extent said claims, demands, actions, expenses, losses, damages, causes of action, and liabilities are caused by the negligence or willful misconduct of Indemnitee or its employees or contractors.
11. Both parties shall carry, and cause its contractors and subcontractors to carry, at its and their own expense, in reliable insurance companies, insurance to cover their respective obligations and liabilities under this Agreement, including, but not limited to Worker's Compensation Insurance with Employer's Liability coverage, General Liability Insurance with Contractual Liability coverage, and Automobile Liability Insurance. Both parties further agree that all policies of insurance that are intended to cover any liabilities, expenses, losses, claims, costs (including attorneys' fees), suits, and causes of action incurred hereunder shall be properly endorsed to waive the insurer's rights of subrogation, under any such policies, against the other party.
12. This Agreement shall be effective as of the date first written above upon execution by both parties hereto and shall remain in full force and effect thereafter until the date that the parties' rights and obligations under Sections 3, 4, and 5 of this Agreement, including the right to payment and refund, have been fully satisfied. SFPP shall have the right to terminate this Agreement in the event CVWD has failed to make timely payment of the Estimated Amount in accordance with the payment provisions herein, and/or CVWD causes the proposed construction described herein to be delayed, such that the Work cannot reasonably be completed within two (2) years of the date of this Agreement.
13. This Agreement shall be construed in accordance with the laws of the State of California, is subject to all valid laws, rules or regulations of any governmental authority having jurisdiction, incorporates the entire agreement between the parties, may only be changed or amended by written agreement of the parties hereto, and shall be binding on the parties hereto as well as their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Coachella Valley Water District

By:
Title:

SFPP, L.P., a Delaware Limited Partnership

By: Kinder Morgan Operating L.P. "D"
By: Kinder Morgan G.P., Inc., its General Partner

By:
Title:

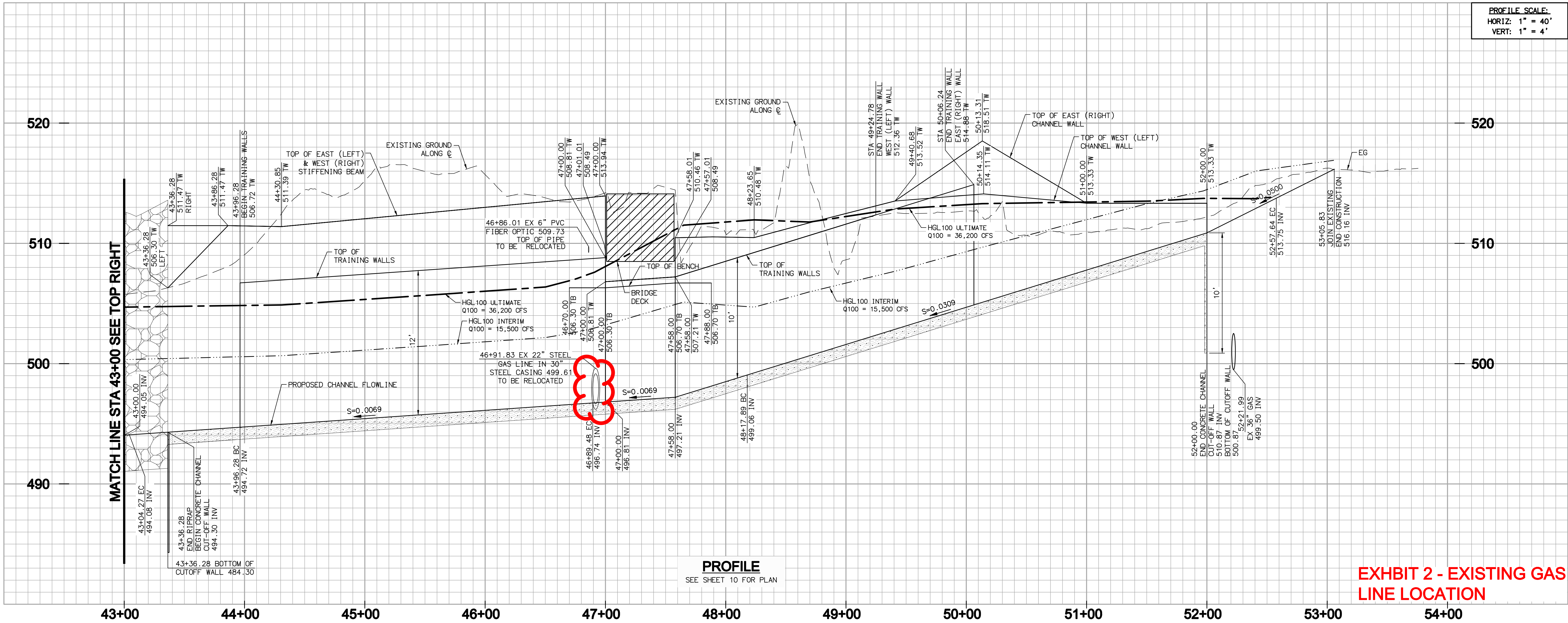
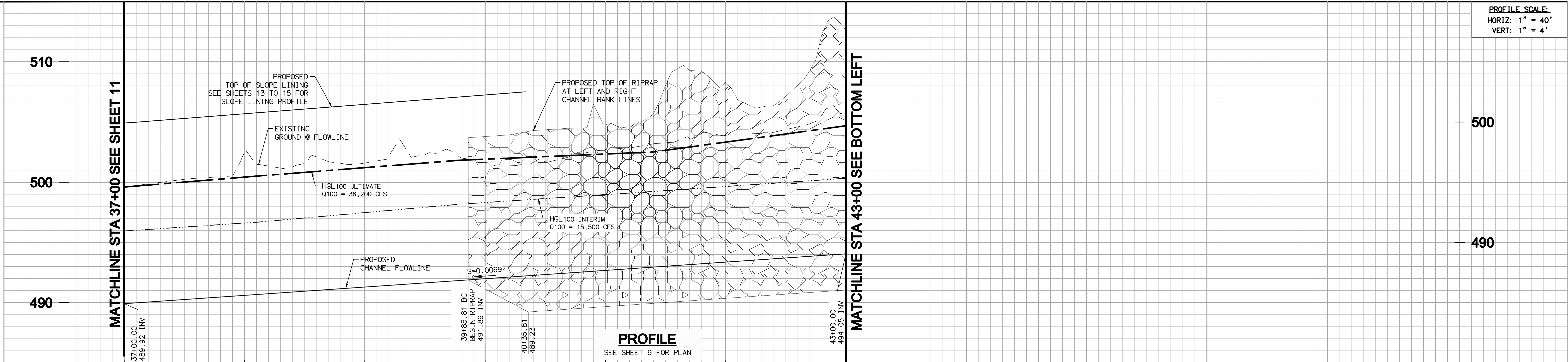
Exhibit A



NOTES:

- ELEVATION LABELS HAVE BEEN PLACED EVERY 25' ALONG THE LEFT AND RIGHT INVERT ALIGNMENTS UPSTREAM OF THE UPRR BRIDGE FOR GRADING CLARITY
- UNION PACIFIC RAILROAD TRACKS ARE TO BE PROTECTED-IN-PLACE AND REMAIN IN SERVICE AT ALL TIMES

- ① CONSTRUCT 10' CUT-OFF WALL PER DETAIL ON SHEET 19
- ② CONSTRUCT 1-TON ROCK RIPRAP PER DETAIL ON SHEET 15
- ③ PROTECT-IN-PLACE
- ⑤ GRADE CHANNEL PER LIMIT SHOWN
- ⑥ CONCRETE CHANNEL LINING PER SHEETS 17 AND 18
- ⑦ CONSTRUCT CONCRETE TRAPEZOIDAL CHANNEL PER SHEETS 17 AND 18
- ⑫ RELOCATE EXISTING UTILITY
- ⑭ REMOVE EXISTING UTILITY



EXHBIT 2 - EXISTING GAS
LINE LOCATION



DIG A-ERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS
BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BENCHMARK: CITY OF CATHEDRAL CITY #111
DESCRIPTION: CATHEDRAL CITY BRONZE DISK IN CONCRETE BRIDGE WING WALL, APPROXIMATELY 40 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY CORNER OF THE BRIDGE OVER THE WHITE WATER RIVER ON VISTA CHINO, STAMPED 111 1996, FLUSH.
PLAN DATUM: NAVD 88
ELEV. = 448.300'

BASIS OF BEARINGS:
THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN NGS STATION "PSAP" AND CSRC STATION "WIDC" (POSITIONS PER CALIFORNIA SPATIAL REFERENCE CENTER (CSRC), NAD83, EPOCH 2011.00) AS SHOWN ON THE CALIFORNIA SPATIAL REFERENCE CENTER PUBLISHED DATA SHEETS, BEING NORTH 36°31'58.64" EAST.
Network Connection
From: PSAP Bearing: N36-31-58.64E
Desc: PALM SPRINGS AIRPORT Distance: 52247.4763
To: WIDC ElevDiff: 1174.2777
Desc: WIDE CANYON



Michael Baker INTERNATIONAL
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM
DATE: R.C.E. 076633

MUJAHID M. CHANDOO

DATE	BY	DESCRIPTION	APP'D	DATE
REVISIONS				



WATER DISTRICT
DRAWN: NZ
DESIGNED: MC
CHECKED: SKG
SCALE: 1"=40'
JOB NUMBER: 144905
DATE: 04/25/23

IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

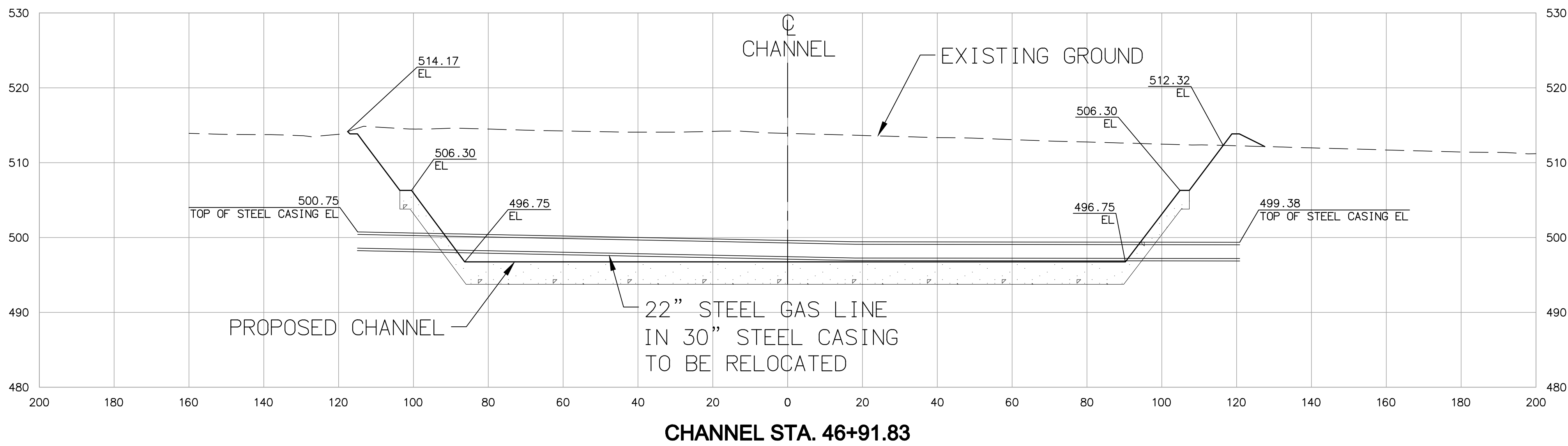
MORONGO WASH

CHANNEL PROFILE - STA 37+00.00 TO STA 53+05.83

LOCATED WITHIN PORTIONS OF SECTIONS 29, 30, 31 AND 32 OF TOWNSHIP 3 SOUTH, RANGE 5 EAST AND PORTIONS OF SECTIONS 5 AND 6 OF TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.

FOR: COACHELLA VALLEY WATER DISTRICT

SHEET
2
OF 3 SHEETS
FILE NO. XXXXX
DWG NO. XXXXX



STATIONING IS PER
CHANNEL FLOW LINE
STATIONING

EXHIBIT 3 - EXISTING GAS
LINE PROFILES



DIG ALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS
BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BENCHMARK: CITY OF CATHEDRAL CITY #111
DESCRIPTION: CATHEDRAL CITY BRONZE DISK IN CONCRETE BRIDGE WING WALL, APPROXIMATELY 40 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY CORNER OF THE BRIDGE OVER THE WHITE WATER RIVER ON VISTA CHINO, STAMPED 111 1996, FLUSH.
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Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM

DATE: R.C.E. C76633

DATE	BY	DESCRIPTION	APP'D	DATE
REVISIONS				



WATER DISTRICT

DRAWN	NZ	SCALE	1"=40'
DESIGNED	MC	JOB NUMBER	144905
CHECKED	SKG	DATE	04/24/23

IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

MORONGO WASH

CROSS SECTIONS

LOCATED WITHIN PORTIONS OF SECTIONS 29, 30, 31 AND 32 OF TOWNSHIP 3 SOUTH, RANGE 5 EAST AND PORTIONS OF SECTIONS 5 AND 6 OF TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.

FOR: COACHELLA VALLEY WATER DISTRICT

SHEET
3
OF **3** SHEETS

FILE NO. XXXXX
DWG NO. XXXXX

Exhibit B

KINDER MORGAN					
PROJECT NAME	SFPP LS-111 Morongo Channel Relocation				
PUBLISH DATE	Aug-23				
PROJECT MANAGER	Nicole Rodriguez				
STATE	California				
COUNTY	Riverside				
		OVERHEAD	10.50%		
		TAX GROSS UP	0.00%		
		PROJECT TYPE	Reimbursable		
		IN-SERVICE	Dec-24		
		ESTIMATE ACCURACY LEVEL	Class 3		
Install LS-111 SCOPE:	Relocate 1,100ft LS-111 line section by HDD due to encroachment. Coachella Valley Water District (District) is proposing channel widening at Morongo Channel which will conflict with KM's existing alignment, parallel to the railroad. Open trench and Jack & Bore construction methods not recommended due to channel width, depth and proximity to active track. Related to encroachment NR2204007.				
Remove LS-111 SCOPE:	Remove 220ft at channel. Cut, cap and slurry fill remaining line to be abandoned in place.				
Damage Prevention Inspection SCOPE:	Damage Prevention Inspection during CVWD construction of Morongo Channel.				
ESTIMATE SUMMARY		Install LS-111	Remove LS-111	Damage Prevention Inspection	TOTAL
MATERIAL (INCL SALES TAX)		\$ 315,700	\$ 10,340	\$ -	\$ 326,040
COMPANY LABOR COST		\$ 136,180	\$ -	\$ -	\$ 136,180
PM, ENG, LAND, ENVIRO - EXPENSE		\$ 7,260	\$ -	\$ -	\$ 7,260
PRIMARY CONSTRUCTION CONTRACTOR		\$ 947,980	\$ 165,110	\$ -	\$ 1,113,090
SECONDARY CONTRACTOR		\$ 931,920	\$ 88,000	\$ -	\$ 1,019,920
PROFESSIONAL ENGINEERING		\$ 62,260	\$ -	\$ -	\$ 62,260
INSPECTION SERVICES		\$ 120,450	\$ 37,070	\$ 56,320	\$ 213,840
RADIOGRAPHY SERVICES		\$ 2,860	\$ 990	\$ -	\$ 3,850
ENVIRONMENTAL CONTRACTOR		\$ 116,380	\$ -	\$ -	\$ 116,380
SURVEY CONTRACTOR		\$ 22,660	\$ -	\$ -	\$ 22,660
ROW & DAMAGES		\$ 16,500	\$ -	\$ -	\$ 16,500
SUBTOTAL		\$ 2,680,150	\$ 301,510	\$ 56,320	\$ 3,037,980
CAPITALIZED OVERHEAD (BURDEN)		\$ 281,416	\$ 31,659	\$ 5,914	\$ 318,988
TAX GROSS-UP		\$ -	\$ -	\$ -	\$ -
ESTIMATED TOTAL COST		\$ 2,961,566	\$ 333,169	\$ 62,234	\$ 3,356,968
ASSUMPTIONS					
No asbestos coating.					
No conflicting utilities.					
Must obtain temporary workspace and laydown area. Assuming CVWD to provide workspace and UPRR to provide laydown area.					
Worksite is adjacent to active railroad road. Shoring at tie ins & pipeline removal. Flagger & observation required.					
UPRR right of entry permit required.					
Continuous work and track monitoring when within Zone A.					
Preliminary HDD layout based on KM design specs with 10° entry, 10° exit, 100D bend radius, and 60ft depth to reduce risk of IR.					
Assumed the following endangered species: Coachella Valley milk-vetch, desert tortoise, and Coachella Valley fringe-toed lizard.					
No cultural resources will be impacted.					
Land disturbance will be greater than (1) acre. Stormwater discharge permit required.					
Any necessary building or development permits will be acquired by Project Management of the Contractor.					
** Estimate shelf life is 6 months from published date.					