

EXHIBIT 1

REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of June, 1980, by and between PHILLIPS PIPE LINE COMPANY, a Delaware corporation, as a Party of the First Part, and INLAND INVESTMENT CO., INC. and THURMAN W. SMITH, as Party of the Second Part. Said Party of the First Part is hereinafter referred to as "Phillips". Said Party of the Second Part is hereinafter referred to as "Second Party", whether one or more.

THAT WHEREAS, Phillips is the owner of three pipe lines which lines are hereinafter referred to as said pipe line and easements therefore located in part in the following described land, to-wit:

SW/4 Section 9, T27S, R1W, Sedgwick County, Kansas

WHEREAS, Second Party is desirous of entering into an agreement with Phillips whereby certain adjustments will be made to said pipe line.

WHEREAS, Phillips is agreeable to entering into such an agreement, provided Second Party reimburses Phillips for all costs of making such adjustments.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

1. Phillips agrees to lower said pipe line for the purpose of allowing Second Party to perform certain construction work; Phillips further agrees to furnish or subcontract all the labor, tools, materials and equipment necessary for said work; PROVIDED SECOND PARTY AGREES TO PAY FOR ALL COSTS ATTRIBUTABLE THERETO. The adjustments to said pipe line hereinabove described in this paragraph will hereinafter be referred to as the "work".

2. The cost of such work is \$4,349.00.

3. Second Party agrees to pay Phillips for all costs attributable directly and/or indirectly to the above described work. Pursuant to said promise of Second Party, said Second Party agrees to pay Phillips a sum of money in the amount of \$4,349.00 at the time of subscribing to this agreement, said sum being the cost of performing said work.

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4. Second Party agrees and covenants that it will hold Phillips harmless from any loss, damage or liability Phillips may incur, or that may be incurred by others, for which Phillips is legally responsible and whether caused or contributed to by the negligence of Phillips or others in accomplishing the work to be performed by Phillips or other on its behalf in accordance with the terms of this agreement.

5. It is expressly understood that Phillips may itself perform its obligations under this contract or may have others perform such obligations.

6. It is expressly understood by the parties hereto that Phillips is not abandoning any right, title or interest it may have in the above described land.

7. This agreement supersedes every antecedent or concurrent, oral and/or written declaration and/or understanding pertaining to the adjustments to the pipe lines made by and between Phillips and Second Party.

8. This agreement shall be binding upon the parties hereto, and their respective heirs, representatives, successors and assigns.

PHILLIPS PIPE LINE COMPANY

INLAND INVESTMENT CO., INC.

By: *J. J. [Signature]*  
Attorney-in-Fact

By: *Larry A. Chambers*  
Vice President

*Thurman W. Smith*  
THURMAN W. SMITH