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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECEIVED

This instrument was drafted by Williams Pipe Line Company, a Delaware corporation, P.O. Box 3448, Tulsa, Oklahoma 74101, 918/588-3295.

PARTIAL RELEASE AND ENCROACHMENT AGREEMENT

This Agreement (hereinafter called the "Agreement") is made and entered into by and between WILLIAMS PIPE LINE COMPANY, a Delaware corporation (hereinafter called "WPL"), whose address is P.O. Box 21628, RES-2nd Floor, Tulsa, Oklahoma 74121-1628, and Celebrity Homes, Inc., a Nebraska corporation (hereinafter called "Landowner"), whose address is 14002 "L" Street, Omaha, Nebraska 68137, and Sanitary and Improvement District No. 380 of Douglas County, Nebraska, a political subdivision of the State of Nebraska (hereinafter called the "District"), whose address is 11440 West Center Road, Omaha, Nebraska 68144.

WITNESSETH:

WHEREAS, WPL is the owner of a pipeline(s) with related appurtenances (hereinafter called the "Pipelines") and a pipeline easement and right of way on, over and through parts of the Northwest Fractional Quarter of Fractional Section 32, Township 16 North, Range 12 East, Douglas County, Nebraska, by virtue of a certain right of way agreement from Alma C. Peterson, a feme sole of Irvington, Nebraska to Socony-Vacuum Oil Company, its successors and assigns, (subsequently assigned to WPL), dated February 17, 1941, filed for record on March 14, 1941 and recorded in the Register of Deeds Office of said County in Book 153 at Page 473; (hereinafter called the "Right of Way Agreement") and

WHEREAS, Landowner represents and warrants that (a) it is the current owner of the following described tract of land (hereinafter called "Owner's Land"):

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c:/data/encroachments/Cherry Ridge
created or last modified Monday, November 30, 1998

Tract 116-DO-25
13:745, Cherry Ridge West

FEE 105⁵⁰ FB 01-60000
BKP 32-16-12 C/O _____ COMP ER
DEL _____ SCAN OC FV _____

2

All that part of the NW/4 of Section 32-T16N-R12E of the 6th P.M., lying North of Military Road, in Douglas County, Nebraska, except that part taken for Ida Street and County Roads, and being more particularly described as shown on Exhibit 'A' attached hereto and made a part hereof.

WHEREAS, the District has been duly organized and is existing under and by virtue of the laws of the State of Nebraska, Neb. Rev. Stat. §§ 31-727 et seq. (Reissue 1993) and is authorized and empowered thereunder to contract and pay for the installation of public improvements, including, but not limited to, streets, sewers, electricity, and natural gas.

WHEREAS, Landowner is in the process of subdividing Owner's Land as depicted in Exhibit B, which will consist of single family residential lots and publicly dedicated right-of-ways, known as Cherry Ridge West and Cherry Ridge West Two.

WHEREAS, Landowner and District desire that WPL relocate a portion of the Pipelines and amend the Right of Way Agreement in the following described manner to facilitate the future development of Owner's Land, and WPL is willing to do so under the following described conditions.

NOW, THEREFORE, in reliance on the aforesaid representations and warranties of ownership and in consideration of the conveyances, promises and the mutual covenants herein contained, the Right of Way Agreement is modified as hereinafter described:

1. Effective as of the date hereof, all pipelines, valves, cables, conduits, cathodic protection equipment and other appurtenances of WPL heretofore or hereafter constructed on Owner's Land by authority of the Right of Way Agreement and this Agreement shall be confined within a tract of land (hereinafter called the "Easement Strip") extending across Owner's Land being more particularly described as follows:

A 100.00 wide foot pipeline easement being part of the fractional SW/4 of Section 27, Township 51, Range 33, Kansas City, Clay County, Missouri, lying 50.00 feet on both sides of the following described centerline:

See Exhibit 'B' attached hereto and made a part hereof.

It is strictly understood Exhibit 'B' defines the Easement Strip after the relocation of the Pipelines. Prior to relocation of the Pipelines Landowner and District consent to the operation and maintenance of the Pipelines as presently located.

2. WPL for itself, its future successors and assigns, hereby releases all of its right, title

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and interest acquired by virtue of the Right of Way Agreement in those portions of Owner's Land not included within the Easement Strip.

3. For and in consideration of the benefits derived herefrom and other valuable consideration paid to Landowner, the receipt and sufficiency of which are hereby acknowledged, Landowner grants, sells and conveys to WPL the free, uninterrupted, perpetual and commercial right, privilege and easement to lay, construct, maintain, inspect, operate, repair, replace, change the size of, protect and remove (a) existing and future pipelines for the transportation of liquids, gases or other materials which can be transported through a pipeline, with fittings, valves, cathodic protection equipment and related appurtenances, and (b) existing and future lines, cables, conduits and related equipment and appurtenances for telecommunications or other purposes, whether or not related to pipelines (all the foregoing being sometimes hereinafter collectively called "WPL's Lines") over, through, under and across the Easement Strip, together with the right of ingress and egress across Owner's Land for all purposes incident to the exercise of the aforesaid rights, the right to environmentally remediate Owner's Land if a discharge should occur from WPL's Lines and the right to place on Owner's Land incidental equipment to facilitate the exercise of the aforesaid rights. No additional compensation shall be payable to Landowner for the aforesaid rights or any damage resulting to the property of Landowner, its successors or assigns, except where expressly provided for in the Right of Way Agreement; provided, however, WPL shall have the right to keep the Easement Strip clear of obstructions, structures, trees, undergrowth, brush, ornamental or other vegetation. To the extent reasonably practical, WPL agrees to use the public streets within the subdivision to access the Pipelines.
4. Except as specifically permitted as follows, Landowner and District shall not erect, construct or create any building, house, improvement, trees, structure or obstruction of any kind either on, above or below the surface of the ground on the Easement Strip, or change the grade thereof, or cause or permit such construction work or acts to be done by others, without the express written permission of WPL, except as follows: Only four-foot tall or shorter picket or chain link fences shall be permitted to run parallel with the Pipelines as long as they are a minimum of ten feet from the Pipelines. Four-foot tall or shorter Picket or chain link fences may be allowed to cross over the Pipelines as long as they extend ten feet beyond the Pipelines. Fence posts shall not be permitted directly above the Pipelines. Privacy fences are strictly prohibited. WPL's representative shall be contacted a minimum of forty-eight (48) hours prior to construction by phoning WPL's Coordinator of Operations & Maintenance, Dan Egner, at 402-342-5476 (Office) or 402-677-2996 (cell phone) or such other representatives that WPL may from time-to-time appoint. The

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presence of WPL's representative or any instructions given by such representative shall not relieve Landowner and District of any liability under the Right of Way Agreement and this Agreement.

5. WPL consents, subject to the hereinafter described conditions, to the construction by District of (a) Five (5) fifty foot (50') wide concrete streets to be known as 114th Circle, 116th Circle, 116th Avenue, 118th Avenue and 119th Avenue (hereinafter called the "Streets"). WPL further consents, subject to the hereinafter described conditions, to the construction by District of (a) an 8" sanitary sewer line and a 36" storm sewer line; (b) cable television, telecommunication lines and natural gas utility lines, and (c) one underground electric power-line crossing WPL's pipeline(s) (collectively the "Utility Lines) within and across that portion of the Easement Strip which lies within Owner's Land, provided that District agrees to the following conditions:
 - 5.1 District agrees to perform grading so that a minimum of 36" of cover exists over Pipelines, except at street crossings where a minimum of four feet (4') and a maximum of eight feet (8') of cover shall be provided and maintained between the bottom of the Streets' surface and the top of the Pipelines. No sub-cutting by machinery shall be allowed within two feet (2') of the Pipelines. Hand digging shall be required if excavation is necessary within two feet (2') of the Pipelines. No rocks, dirt clods, clay clumps, debris or any other type of fill determined by WPL's on site representative to be unsuitable shall be used as fill over and around the Pipelines.
 - 5.2 Underground Utility Lines shall be constructed in a manner which will provide a minimum clearance of two feet (2') between the Utility Lines and the Pipelines. Underground fiber optic cable, long distance carrier telephone, and electrical cable shall be cased and concrete coated when crossing WPL's Pipelines and a warning tape shall be placed over the concrete coating. The tape shall extend 20 feet on each side of the Pipelines. Utility poles and guys shall not be placed within 20 feet of the Pipelines.
 - 5.3 District has requested WPL to make adjustments (hereinafter called "Adjustments") to Pipelines to accommodate the construction of the Streets and Utility Lines. WPL agrees to perform the necessary Adjustments to the pipelines under the following terms and conditions.
 - 5.3.1 At the proposed 119th Avenue crossing approximately 100 feet of Pipelines will be relocated and lowered. The estimated charges are shown on Exhibit D attached hereto and made a part hereof.

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- 5.3.2 At the proposed 118th Avenue crossing approximately 100 feet of Pipelines will be relocated and raised. The estimated charges are shown on Exhibit D attached hereto and made a part hereof.
- 5.3.3 At the proposed 116th Avenue crossing approximately 50 feet of Pipelines shall be trenched and inspected. The estimated charges are shown on Exhibit E attached hereto and made a part hereof.
- 5.3.4 At the proposed 116th Circle crossing approximately 340 feet of pipeline will be relocated. The estimated charges are shown on Exhibit G attached hereto and made a part hereof.
- 5.3.5 At the proposed 114th Avenue Circle crossing approximately 340 feet of pipeline will be relocated. The estimated charges are shown on Exhibit H attached hereto and made a part hereof.
- 5.3.6 District agrees to pay all charges and expenses of the Adjustments to be performed by WPL. District shall initially pay to WPL estimated charges which total \$89,868.00. WPL shall not be responsible for any charges or expenses related to the Adjustments. District's actual charges may be more or less than their estimated charges. Prior to WPL beginning the Adjustments, District will deliver to WPL, as a condition precedent, an executed copy of this Agreement and an advance deposit against WPL's costs of performing the Adjustments in the amount of \$89,868.00. If it becomes apparent to WPL during performance of the Adjustment that the total cost is going to exceed District's deposit, WPL may request, and District agrees to pay upon demand additional funds to be held against the final total cost. District agrees to pay WPL all amounts requested (deposits or actual billings) within 30 days of receipt of notice or invoice from WPL. If the total cost of performing the Adjustments proves to be less than the District's advance deposit(s), WPL will refund the difference to District.
- 5.4 At District's sole cost and expense, WPL's representative shall be on site during construction of the Streets and Utility Lines (sometimes hereinafter collectively called the "Encroachments") to confirm that no damage occurs to the Pipelines, cathodic protection or pipe coating. All work by District within the Easement Strip shall be performed in a workmanlike manner and in compliance with applicable governmental and industry standards and codes. WPL's representative shall be contacted a minimum of 48 hours prior to construction by phoning WPL's Coordinator of Operations & Maintenance, Dan Egner, at 402-342-5476 (Office) or

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402-677-2996 (cell phone) or such other representatives that WPL may from time-to-time appoint. The presence of WPL's representative or any instructions given by such representative shall not relieve District of any liability under the Right of Way Agreement and this Agreement.

- 5.5 No heavy equipment shall cross the Pipelines without having an approved crossing built. An approved crossing shall include the placement of clean fill dirt in a manner to provide and maintain a temporary earthen pad with a minimum of six feet (6') of cover over the Pipelines. This pad of cover shall extend a minimum of fifteen feet (15') each side of the Pipelines (measured perpendicular from the centerline of each of the Pipelines) to reduce impact forces being applied to the Pipelines. There shall be a slope no greater than 4:1 vertical rise ramped up to the crossing pad. WPL's on site representative shall review any plans for such a crossing and shall either approve of the plan for the crossing or advise the District or the District's contractor as to any required alterations to the plans.
- 5.6 District agrees to be responsible and to pay all charges for the restoring, resodding, reseeding and repair of the area disturbed by the Adjustments. WPL shall not be responsible for damages to any of the Encroachments due to settling.
- 5.7 Upon notification by WPL that it has completed its portion of the Adjustments, District may begin construction of the Streets and the Utility lines, over, under, across and through the Easement Strip.
- 5.8 District shall procure or cause its contractors and subcontractors to procure and maintain in force throughout the entire term of this Agreement (as set forth in Section 5.5.2 below) insurance coverage described below with insurance companies acceptable to WPL for work performed related to the construction of the Encroachments. All costs and deductible amounts will be for the sole account of the District or its contractors and subcontractors. Prior to commencing any work activities related to the construction of the Encroachments, the District must deliver to WPL certificate(s) of insurance and additional insured endorsements. Non-renewal or cancellation of policies must be effective only after written notice is received by WPL from the insurance company thirty (30) days in advance of such non-renewal or cancellation. The limits set forth below are minimum limits and will not be construed to limit the District's liability:
 - 5.8.1 Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of \$1,000,000.

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- 5.8.2 Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$5,000,000 each occurrence and project specific annual aggregates of \$5,000,000. Coverage must include premises/operations, independent contractors, blanket contractual liability, and products/completed operations coverage; such coverage must be maintained for two (2) years following completion of work activities related to the construction of the Encroachment, broad form property damage, personal injury and sudden and accidental pollution. WPL, its parent, subsidiaries and affiliated companies and each of their respective employees, directors, officers and shareholders shall be included as additional insured.
- 5.8.3 In each of the above policies, the District or its contractors and subcontractors agrees to waive and will require its insurers to waive any rights of subrogation or recovery either may have against WPL, its parent, subsidiaries, or affiliated companies.
- 5.8.4 Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the District or its contractors and subcontractors, or the failure of any such insurance company to pay claims that occur, such requirements, insolvency, bankruptcy or failure will not be held to waive any of the provisions hereof.
- 5.8.5 In the event of a loss or claim arising out of or in connection with the construction of the Encroachments, the District agrees, upon request of WPL, to submit a certified copy of its insurance policies for inspection by WPL.
- 5.8.6 The District shall require all of its contractors and subcontractors for work related to the construction of the Encroachments to provide adequate insurance coverage, all to be endorsed with the Waiver of Subrogation wording referenced in Section C.3 above; any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of the District.
- 5.8.7 WPL will not insure, nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased, or borrowed by the District, its employees, servants, contractors, subcontractors, or agents.

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- 5.9 In the event that the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes WPL to incur any additional cost for the installation, operation, maintenance, protection, repair and inspection of the Pipelines, or the cleanup or handling of any spills of petroleum products, Districts, its successors or assigns, agrees to reimburse WPL for any and all such costs that would not have been incurred but for the existence of the Encroachment. District hereby agrees that WPL will not be held liable for any damages, monetary or otherwise, to the Encroachment arising from WPL's operation, maintenance, removal, repairing, protecting, altering, replacement, relocation or inspection of the Pipelines or future pipelines.
6. The District agrees to indemnify, save, hold harmless, and at WPL's option, defend WPL and its affiliated companies and its or their respective directors, officers, employees, and agents from any and all claims, demands, costs (including but not limited to its reasonable attorneys' and expert witness' fees, court costs, and costs of appeal), expenses, losses, causes of action (whether at law or in equity), fines, judgments, civil penalties, and administrative proceedings, if any, arising out of or related to the construction, use and existence of the Encroachments or any other future improvements, or for injury or death to persons or damage or loss to real or personal property or other business losses, including, but not limited to, those made or incurred by WPL, their respective directors, officers, employees, or agents. This indemnification specifically includes environmental damage in any way arising from or connected with the performance, non-performance, existence, construction activities, operations, use or any other functions arising from the Encroachments.
7. WPL, Landowner and District agree that the existence of the Encroachments does not constitute a waiver of WPL's express rights under the Right of Way Agreement or this Agreement or any other rights which may be implied at law or equity. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding by and between the parties hereto pertaining to the Pipelines and the Encroachments to be installed in the development known as the Cherry Ridge West Subdivision.
8. The District hereby assumes and agrees to indemnify Landowner and hold Landowner harmless from and against any and all damages, costs and expenses (including without limitation reasonable attorney's fees, expenses and court costs) arising from or related to Landowner's actions concerning or any obligation incurred by Landowner under this Agreement to the extent permitted by law.
9. In the event litigation is commenced to enforce any provisions of this Agreement, to recover damages for breach of any provisions of this Agreement, or obtain

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declaratory or injunctive relief in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

10. The terms and conditions of this Agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns. WPL executes this Agreement and provides the consents set forth in this Agreement solely on its own behalf. WPL does not represent, through this Agreement or otherwise, any other entity other than WPL and WPL's future successors and assigns.

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c:/data/encroachments/Cherry Ridge
created or last modified Monday, November 30, 1998

Tract 116-DO-25
13:745, Cherry Ridge West

IN WITNESS WHEREOF, we have hereunto set our hands and seal on the day and year below.

~~(SEAL)~~

WILLIAMS PIPE LINE COMPANY

By Bryan E. Young
 Bryan E. Young
 Manager, Real Estate Services
 Attorney-In-Fact

Date 12-15-98

-WPL

(SEAL)

CELEBRITY HOMES, INC.

By PAUL LARSEN
 Name: PAUL LARSEN
 Title: PRESIDENT

Date 12/7/98

- LANDOWNER

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 created or last modified Monday, November 30, 1998

Tract 116-DO-25
 13:745, Cherry Ridge West

(SEAL)

SANITARY AND IMPROVEMENT
DISTRICT NO. 380 OF DOUGLAS
COUNTY, NEBRASKA

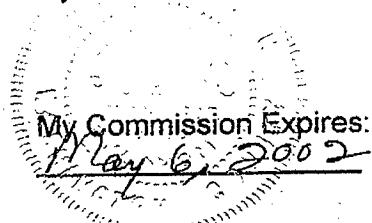
By *Gabe Larsen*Name: GALE LARSENTitle: ChairmanDate 12/7/98

- DISTRICT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 15th day of December, 1998, personally appeared Bryan E. Young, who being by me duly sworn, did say that he is the Attorney-in-Fact for Williams Pipe Line Company, a Delaware corporation, and that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, and said Bryan E. Young 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.



Gabe Larsen
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

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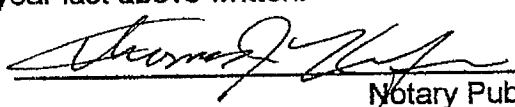
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created or last modified Monday, November 30, 1998

Tract 116-D0-25
13:745, Cherry Ridge West

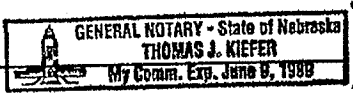
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 7th day of DEC, 1998, personally appeared GALE LARSEN, who being by me duly sworn, did say that he is the PRESIDENT of Celebrity Homes, Inc, a Nebraska corporation, and that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, and said 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.


Notary Public

My Commission Expires:



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

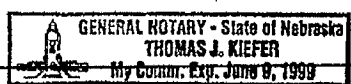
STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 7th day of DEC, 1998, personally appeared GALE LARSEN, who being by me duly sworn, did say that he is the Chairman of Sanitary and Improvement District No. 380 of Douglas County, Nebraska, a political subdivision of the State of Nebraska, and that the seal affixed to this instrument is the corporate seal of said political subdivision, and that said instrument was signed and sealed in behalf of said Sanitary and Improvement District No. 380, and said CHAIRMAN acknowledged said instrument to be the free act and deed of said political subdivision.

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.


 Notary Public

My Commission Expires:



NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS

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c:/data/encroachments/Cherry Ridge
 created or last modified Monday, November 30, 1998

Tract 116-DO-25
 13:745, Cherry Ridge West

EXHIBIT "A"

CHERRY RIDGE WEST TWO

SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat and that a bond has been furnished to the City of Omaha to ensure placing of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in Cherry Ridge West Two (the lots numbered as shown) being a platting of part of the North 1/2 of the NW 1/4 of section 32, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at said North 1/4 corner of Section 32; thence N89°53'28"W (assumed bearing) along the North line of said NW1/4 of Section 32, a distance of 46.84 feet to a point on the Westerly right-of-way line of said Ida Street, said point also being the point of beginning; thence S45°19'01"W along said Westerly right-of-way line of Ida Street, a distance of 1522.90 feet to the point of intersection of said Westerly right-of-way line of Ida Street and the Northerly right-of-way line of said Military Road; thence N78°58'25"W along said Northerly right-of-way line of Military Road, a distance of 28.82 feet, thence N81°17'08"W along said Northerly right-of-way line of Military Road, a distance of 1462.03 feet to the point of intersection of said Northerly right-of-way line of Military Road and the East right-of-way line of 120th Street; thence N00°41'48"E along said East right-of-way line of 120th Street, a distance of 848.75 feet to a point on said North line of the NW1/4 of Section 32; thence S89°53'28"E along said North line of the NW1/4 of Section 32, a distance of 2545.92 feet to the point of beginning.

Said tract of land contains an area of 45.715 acres, more or less.

NE NW
NW NW

CHERRY RIDGE WEST

SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat and that a bond has been furnished to the City of Omaha to ensure placing of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in Cherry Ridge West (the lots numbered as shown) being a platting of part of the North 1/2 of the NW 1/4 of section 32, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 32; thence S00°33'57"W (assumed bearing) along the East line of said NW 1/4 of Section 32, a distance of 80.16 feet; thence N89°26'03"W, a distance of 33.00 feet; to the point of intersection of the West right-of-way line of 114th Street and the Easterly right-of-way line of Ida Street, said point also being the point of beginning; thence S00°33'57"W along said West right-of-way line of 114th Street, a distance of 1202.24 feet to the point of intersection of said West right-of-way line of 114th Street and the Northerly right-of-way line of Military Road; thence N78°58'25"W along said Northerly right-of-way line of Military Road, a distance of 1024.48 feet to the point of intersection of said Northerly right-of-way line of Military Road and said Easterly right-of-way line of Ida Street; thence N45°19'01"E along said Easterly right-of-way line of Ida Street a distance of 1430.98 feet to the point of beginning.

Said tract of land contains an area of 13.898 acres, more or less.

NE NW

EXHIBIT "C"

LEGAL DESCRIPTION

100-FOOT WIDE WILLIAMS PIPELINE EASEMENT

A permanent 100-foot wide pipeline easement 50.00 feet wide on both sides of the following described centerline located in the NW 1/4 of Section 32, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 32; thence S00°33'57"W (assumed bearing) along the East line of said NW 1/4 of Section 32, a distance of 451.41 feet; thence N89°26'03"W, a distance of 50.00 feet to the point of beginning; thence N82°07'50"W, a distance of 100.22 feet; thence N89°10'58"W, a distance of 237.97 feet; thence N68°32'14"W, a distance of 269.34 feet; thence S85°08'07"W, a distance of 107.12 feet; thence S86°15'49"W, a distance of 36.83 feet; thence N88°51'24"W, a distance of 1794.13 feet to the point of termination of said centerline location of the Williams pipeline, said point of termination being more particularly described as follows:

Commencing at the Northwest corner of said Section 32; thence S89°53'28"E along the North line of said NW 1/4 of Section 32, a distance of 50.00 feet; thence S00°41'48"W, a distance of 315.83 feet to said point of termination.

NE NW
NW NW

4/15/98

PROJECT ESTIMATE FOR: 13:745, Cherry Ridge West

Exhibit "D"

LOCATION: Omaha Junction to Omaha Terminal, 6"
 LOCATION NO: C116
 PROJECT DESCRIPTION: Line lowering approx. 100 feet under a new road
 ESTIMATED BY: Alan Carmichael
 REIMBURSED: 100%

AFE: 988384

CODE	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT	SUB TOTAL
120			LINE PIPE		0 0	0
130			BENDS AND FITTINGS			0
140	8 8 8 6	Hrs. Hrs. Hrs. Hrs.	INSTALLATION PIPING Excavation (Equipment) Lower line (Equipment) Backfill (Equipment) Compaction (Equipment)	75 75 75 75	600 600 600 450	2250
150	6 1	Ea. Lot	PIPE COATING Shrink Sleeves Tape and Primer	20 300	120 300 0	420
160			CATHODIC PROTECTION			0
190			DAMAGES		0	0
200	24 30 30	Hrs. Hrs. Hrs.	FIELD LABOR Operator Laborer Laborer	45 18 18	1080 540 540 0	2160
920			TANK TRUCK		0	0
950	24 18	Hrs. Hrs.	GENERAL OFFICE LABOR Engineering Drafting	70 50	1680 900 0	2580
955	1	Lot	SURVEY Survey	1500	1500	1500
960	12 1	Ea. Lot	PROF. LABOR SERVICES X-Rays Compaction tester	50 1000	600 1000 0	1600
970	4740	32.80%	EMPLOYEE BENIFITS	1555	1555	1555
980	2160	24.30%	FIELD SUPERVISION	525	525	525
990	12590	4.1%	ADMINISTRATIVE COSTS	516	516	516
TOTAL						13106

ASSUMPTIONS:

No Solid Rock or High Water Table
 Contractor doing the work

TOTAL

13,106

4/15/98

PROJECT ESTIMATE FOR: 13:745, Cherry Ridge West

Exhibit "E"

LOCATION: Omaha Junction to Omaha Terminal, 6"
LOCATION NO: C116
PROJECT DESCRIPTION: Line raising with replacement pipe under road way
ESTIMATED BY: Alan Carmichael
REIMBURSED: 100%

AFE: 988384

CODE	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT	SUB TOTAL
120	60	Ft.	LINE PIPE 6.625 O.D. x .219 w.t. Pipe	18	1080 0	1080
130			BENDS AND FITTINGS			0
140	8 16 8 8	Hrs. Hrs. Hrs. Hrs.	INSTALLATION PIPING Excavation (equipment) Pipe Installation (equipment) Backfill (equipment) Compaction (equipment)	75 75 75 75	600 1200 600 600	3000
150	6 1	Ea. Lot	PIPE COATING Shrink Sleeves Tape and Primer	20 300	120 300 0	420
160			CATHODIC PROTECTION			0
190			DAMAGES		0	0
200	32 40 40 16 16	Hrs. Hrs. Hrs. Hrs. Hrs.	FIELD LABOR Operator Laborer Laborer Welder Welder	45 18 18 47 20	1440 720 720 752 320	3952
920			TANK TRUCK		0	0
950	24 18	Hrs. Hrs.	GENERAL OFFICE LABOR Engineering Drafting	70 50	1680 900 0	2580
955	1	Lot	SURVEY Survey	1500	1500	1500
960	5 1 1	Ea. Lot Lot	PROF. LABOR SERVICES X-Rays Compaction Inspection Nitrogen purge	50 1000 2500	250 1000 2500	3750
970	5460	32.80%	EMPLOYEE BENIFITS	1791	1791	1791
980	2880	24.30%	FIELD SUPERVISION	700	700	700
990	18773	4.1%	ADMINISTRATIVE COSTS	770	770	770
ASSUMPTIONS:			TOTAL			19542

ASSUMPTIONS:
No Solid Rock or High Water Table
Contractor doing the work

TOTAL	19542
TOTAL	19542

4/15/98

PROJECT ESTIMATE FOR: 13:745, Cherry Ridge West

Exhibit "F"

LOCATION: Omaha Junction to Omaha Terminal, 6"
 LOCATION NO: C116
 PROJECT DESCRIPTION: Trenching and inspection of 50 feet of existing line
 ESTIMATED BY: Alan Carmichael

AFE: 988384

REIMBURSED: 100%						
CODE	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT	SUB TOTAL
120			LINE PIPE		0 0	0
130			BENDS AND FITTINGS			0
140	6	Hrs.	Excavation (equipment)	75	450	900
	6	Hrs.	Backfill (equipment)	75	450	
	6	Hrs.	Compaction (equipment)	75	450	
150	1	Lot	PIPE COATING Tape and Primer	300	0 300 0	300
160			CATHODIC PROTECTION			0
190			DAMAGES		0	0
200			FIELD LABOR			1508
	12	Hrs.	Operator	45	540	
	20	Hrs.	Laborer	18	360	
	8	Hrs.	Laborer	18	144	
	8	Hrs.	Inspector	58	464	
920			TANK TRUCK		0	0
950	6	Hrs.	GENERAL OFFICE LABOR Engineering	70	420	620
	4	Hrs.	Drafting	50	200 0	
955			SURVEY		0	0
960	1	Lot	PROF. LABOR SERVICES Compaction Inspection	1000	0 1000 0	1000
970	1664	32.80%	EMPLOYEE BENIFITS	546	546	546
980	1044	24.30%	FIELD SUPERVISION	254	254	254
990	5127	4.1%	ADMINISTRATIVE COSTS	210	210	210
TOTAL						5338

ASSUMPTIONS:

No Solid Rock or High Water Table
 Contractor doing the work

TOTAL

5,338

10/16/98 PROJECT ESTIMATE FOR: 13:745, Cherry Ridge West

Exhita "G"

LOCATION: Omaha Junction to Omaha Terminal, 6"
LOCATION NO: C116
PROJECT DESCRIPTION: Relocating 6" line (Section 1)
ESTIMATED BY: Alan Carmichael
REIMBURSED: 100%

AFE:

REIMBURSED:			100%	DESCRIPTION	UNIT COST	AMOUNT	SUB TOTAL
CODE	QUANTITY	UNIT					
120	340	LF	LINE PIPE 6" coated pipe		9	2890 0	2890
130	2	EA	BENDS AND FITTINGS 6" weld caps		20	40	40
140	1	lot	INSTALLATION PIPING Excavation (equipment - backhoe, pickup)		308	308	1686
	1	lot	Pipe layout (equipment- haul truck, dozer)		398	398	
	1	lot	Pipe Weld up (equipment-weld truck)		1992	1992	
	1	lot	Sleeve installation (equipment-heating equip.)		390	390	
	1	lot	Weld on test caps (equip.-dozer, weld trk, pkup)		233	233	
	1	lot	Hydrotest (equip.-water truck)		66	66	
	1	lot	Cut weld caps off (equip. - dozer, weld trk.)		133	133	
	1	lot	Lower line (Equip.- dozer,dozer)		400	400	
	1	lot	Tie in new pipe (equip. - dozer, weld trk, pkup)		310	310	
	1	lot	Backfill (Equip. - dozer, pickup)		244	244	
	1	lot	Nitrogen fill (equip. - backhoe, pickup)		116	116	
	1	lot	Remove old pipe (equip.-bh,doz,pkup,wt,ht)		1016	1016	
150	18	Ea.	PIPE COATING Shrink Sleeves		20	360	3060
	1	lot	Tape and Primer		200	200	
	1	lot	Nitrogen		2500	2500	
160			CATHODIC PROTECTION				0
190			DAMAGES			0	0
200	44	Hrs	FIELD LABOR Operator (ex,lav,low,tie,back,old)		39	1716	4754
	99	Hrs	Laborer (ex,lav,weld,sleev,hyd,caps,wat,cut,low,tie,back,r		24	2376	
	12	Hrs	Haul truck driver (lav, old)		37	444	
	41	Hrs	Welder (weld, caps, cut, tie, old)		40	1640	
	41	Hrs.	Welder helper (weld, caps, cut, tie, old)		26	1066	
	4	Hrs.	Truck driver (hyd)		22	88	
	80	Hrs.	Forman		45	3600 0	
920			TANK TRUCK			0	
950	24	Hrs.	GENERAL OFFICE LABOR Engineering		70	1680	2880
	24	Hrs.	Drafting		50	1200 0	
955	1	Lot	SURVEY Survey		1500	1500	1500
960	18	Ea.	PROF. LABOR SERVICES X-Rays		50	900	4500
	12	Days	Inspector		300	3600 0	
970	7634	32.80%	EMPLOYEE BENIFITS		2504	2504	2504
980	4754	24.30%	FIELD SUPERVISION		1155	1155	1155
990	24969	4.1%	ADMINISTRATIVE COSTS		1024	1024	1024
ASSUMPTIONS:			TOTAL				25993

ASSUMPTIONS:

No Solid Rock or High Water Table
Contractor doing the work

TOTAL

25,993

Street removal and repair east of IDA street per developer

Open cut and repair of IDA street for line crossing per developer

5/16/98

PROJECT ESTIMATE FOR: 13:745, Cherry Ridge West

Exhibit "H"

LOCATION: Omaha Junction to Omaha Terminal, 6"
 LOCATION NO: C116
 PROJECT DESCRIPTION: Relocating 6" line (Section 2a)
 ESTIMATED BY: Alan Carmichael
 REIMBURSED: 100%

AFE:

CODE	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT	SUB TOTAL
120	180	LF	LINE PIPE 6" coated pipe	9	1530 0	1530
130	2 3	EA EA	BENDS AND FITTINGS 6" weld caps 6" Bend	20 700	40 2100	2140
140	1 1 1 1 1 1 1 1 1 1 1 1	lot lot lot lot lot lot lot lot lot lot lot lot	INSTALLATION PIPING Excavation (equipment - backhoe, pickup) Pipe layout (equipment- haul truck, dozer) Pipe Weld up (equipment-weld truck) Sleeve installation (equipment-heating equip.) Weld on test caps (equip.-dozer, weld trk, pkup) Hydrotest (equip.-water truck) Cut weld caps off (equip.- dozer, weld trk.) Lower line (Equip.- dozer,dozer) Tie in new pipe (equip. - dozer, weld trk, pkup) Backfill (Equip. - dozer, pickup) Nitrogen fill (equip. - backhoe, pickup) Remove old pipe (equip. -bh,doz,pkup,wt,ht)	308 398 1992 390 233 66 133 400 310 244 116 1016	308 398 1992 390 233 66 133 400 310 244 116 1016	1686
150	16 1 1	Ea. lot lot	PIPE COATING Shrink Sleeves Tape and Primer Nitrogen	20 200 2500	320 200 2500	3020
160			CATHODIC PROTECTION			0
190			DAMAGES		0	0
200	44 99 12 41 41 4 80	Hrs Hrs Hrs Hrs Hrs Hrs Hrs	FIELD LABOR Operator (ex,lay,low,tie,back,old) Laborer (ex,lay,weld,sleev,hyd,caps,wat,cut,low,tie,back,old) Haul truck driver (lay, old) Welder (weld, caps, cut, tie, old) Welder helper (weld, caps, cut, tie, old) Truck driver (hyd) Foreman	39 24 37 40 26 22 45	1716 2376 444 1640 1066 88 3600 0	4754
920			TANK TRUCK		0	0
950	24 24	Hrs. Hrs.	GENERAL OFFICE LABOR Engineering Drafting	70 50	1680 1200 0	2880
955	1	Lot	SURVEY Survey	1500	1500	1500
960	14 10	Ea. Days	PROF. LABOR SERVICES X-Rays Inspector	50 300	700 3000 0	3700
970	7634	32.80%	EMPLOYEE BENIFITS	2504	2504	2504
980	4754	24.30%	FIELD SUPERVISION	1155	1155	1155
990	24869	4.1%	ADMINISTRATIVE COSTS	1020	1020	1020
			TOTAL			25889

ASSUMPTIONS:

No Solid Rock or High Water Table

Contractor doing the work

TOTAL

25,889

Existing streets east of IDA street will be removed and replaced by developer

IDA street will be open cut and repaired by developer if needed