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AGREEMENT

Copy of THIS AGREEMENT, entered into by and between WILLIAMS PIPE LINE COMPANY, a Delaware corporation, with its principal office in Tulsa, Oklahoma, hereinafter referred to as "Williams," and the City of La Vista, Nebraska, a municipal corporation, hereinafter referred to as "City," WITNESSETH:

WHEREAS, the City of La Vista is the owner of a 34.13 acre parcel of land in the Southwest Quarter and the Northwest Quarter of Section 14, Township 14 North, Range 12 East of Sarpy County, Nebraska, by virtue of that certain deed dated May 18, 1972, recorded in Book 147 of Deeds at Page 1106 of Sarpy County, Nebraska said land being burdened by the hereinafter described easement of Williams; and

WHEREAS, Williams Pipe Line is record owner of one eight inch and one twelve inch pipeline and an easement for pipelines in the Northwest Quarter (NW1/4), Section 14, Township 14 North, Range 12 East of Sarpy County, Nebraska by virtue of that certain easement and right of way dated November 23, 1945, recorded in Book 12 of Misc. at Page 598 of Sarpy County, Nebraska, the terms of which grant to Great Lakes Pipe Line Company, its successors and assigns, the right to lay, maintain, operate, relay and remove at any time a pipeline or pipelines for the transportation of oil or oil products, gas and water, and if necessary to construct, maintain, operate and remove telegraph and telephone lines, with the right of ingress and egress to and from the same on, over and through certain land situate in the county of Sarpy in the state of Nebraska. Said right of way and easement in favor of Great Lakes Pipe Line Company having been assigned and transferred to Williams Brothers Pipe Line Company (Williams Pipe Line Company) by Special Warranty Deed dated March 15, 1966 and recorded in Book 126 at Page 277 in the aforesaid office of the Register of Deeds; and

WHEREAS, Williams Pipe Line is record owner of one eight inch and one twelve inch pipeline and an easement for pipelines in the Southwest Quarter and the Southwest Quarter of the Southeast Quarter, Section 14, Township 14 North, Range 12 East, of Sarpy County, Nebraska by virtue of that certain easement and right of way dated November 21, 1945, recorded in Book 12 of Misc. at Page 597 of Sarpy County, Nebraska, the terms of which grant to Great Lakes Pipe Line Company, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipeline or pipelines for the transportation of oil or oil products, gas and water, and if necessary to construct, maintain, operate and remove telephone and telegraph lines, with the right of ingress and egress to and from the same on, over and through certain land situate in the county of Sarpy in the state of Nebraska. Said right of way and easement in favor of Great Lakes Pipe Line Company having been assigned and transferred to Williams Brothers Pipe Line Company (Williams Pipe Line Company) by Special Warranty Deed dated March 15, 1966 and recorded in Book 126 at Page 277 in the aforesaid office of the Register of Deeds; and

WHEREAS, the aforesaid easements of Williams were modified by virtue of that certain partial release of right of way dated June 14, 1961, recorded in Book 28 of Misc. at Page 484 of Sarpy County, Nebraska; and by virtue of that certain Amendment to Partial Release of Right of Way dated September 26, 1961, recorded in Book 28 of Misc. at Page 670 of Sarpy County, Nebraska; and

WHEREAS, said Partial Release of Right of Way prohibit the said Grantees, their heirs, successors, or assigns, from creating any building improvement structure, or obstruction of any kind either above or below the surface of the ground on the strip or tract of land above excepted unto Grantor, or change the grade thereof, or cause these things to be done by others, without the express written permission of the Grantor; and

WHEREAS, the City has caused a part of its aforescribed land to be mapped, and platted as shown in the Thompson Creek Project Phase 1 Flood Control located in Central Park, La Vista, Nebraska, engineered, mapped, and prepared by Thompson, Dressen and Dorner, herein adopted by reference as the Thompson, Dressen and Dorner drawings, Sheet 1-11, dated August 1984, Job 171-117, herein called "Project," the city having hired the engineer to

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design the project and shall cite all plans of record as per the maps, plats, and drawings defined herein; and

WHEREAS, the City desires, by the consent of Williams and subject to said easements, to undertake a certain flood control project known as the Thompson Creek Project Phase 1-Flood Control Project, located in Central Park, La Vista, Nebraska, and under the terms hereinafter stated, desires Williams to perform certain pipeline lowering work to accommodate said project; and

WHEREAS, the existence of the aforesaid flood control project will alter the existing easement rights of Williams and cause a significant increase in cost to Williams at such times as it performs work on the existing pipeline or exercises its additional pipeline rights and constructs additional pipelines; and

WHEREAS, Williams, under the terms hereinafter stated, is willing to lower its existing pipelines to accommodate said project and permit the construction of a water retention embankment on its easement and over its pipeline;

NOW, THEREFORE, in consideration of the hereinafter described payment and the mutual promises herein contained, it is agreed as follows:

1. Williams or its contractor(s), following the execution of this Agreement by City, shall proceed with due diligence to lower approximately 200 feet of its pipelines and to a depth of approximately 30 inches below the outlet channel of said reservoir in accordance with aforesaid Project drawings.
2. City agrees that the work described in Paragraph Number 1 above is an explicit, complete and accurate representation all of the work requested of Williams to accommodate the development of the project, and in lieu of specific pipeline modification drawings, the City shall furnish necessary engineering and inspection services to assure itself Williams' work is being performed in compliance with its needs.
3. City agrees to bear the cost of and reimburse Williams for all actual and indirect costs, including, but not necessarily limited to, labor, materials, construction costs, administrative overhead, taxes and legal fees related to the costs of lowering the pipelines below the outlet channel as described in Item No. 1. The estimated total cost of lowering the pipelines is \$12,000.
4. Within ninety (90) days following the completion of this project, Williams shall make an accounting of its final actual costs and provide City an invoice for same and the City shall remit payment in full within 30 days of its receipt of said invoice.
5. City and Williams mutually agree all work above or adjacent to Williams' pipeline shall be performed in a workmanlike manner and in conformance with applicable industry standards and government regulations.
6. City agrees to construct, operate and maintain said Thompson Creek Project entirely at its own cost and risk and at no liability, cost, expense or risk to Williams.
7. Williams' consent to the construction of the flood control project on its easements is made without prejudice to its easement rights, and City hereby agrees to pay to Williams any and all direct or indirect increased cost, including but not limited to additional labor, casing or other materials, arising out of the existence of said project, with respect to the existing 8-inch and 12-inch pipelines or other pipelines constructed by virtue of its additional pipeline rights.
8. Exclusive of Saturday, Sunday and legal holidays, notice shall be given to Williams by City, forty-eight (48) hours in advance of commencement of any work on or adjacent to Williams easement, excepting only cases of emergency, said notice shall be given to the District Manager, who is currently Mr. R. D. (Bob) Shipman, Williams Pipe Line Company, 705 East 41st Street, Suite 180, Sioux Falls, South Dakota 57105, telephone number (605) 332-1441.

9. In the event it shall become necessary for either party to commence litigation to enforce any provision(s) of this agreement or the aforesaid easements, the cost of attorney's fees and attendant expenses will be payable to the prevailing party by the other party.

10. City agrees to indemnify, save and hold Williams harmless from and against any loss, cost or expense incurred by Williams which is caused by the City, its employees, its agents, contractors, or subcontractors, including without limitation losses resulting from claims for damages to property or injuries to or deaths of persons, judgments, court costs and attorneys' fees arising out of the construction, design of the project, maintenance, use or other operations of City, its contractors and subcontractors, on the aforesaid easements of Williams.

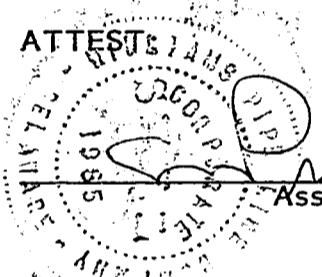
11. The terms of this Agreement shall constitute covenants running with the land, and be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

12. City hereby agrees to assume such future additional operation, maintenance and construction costs incurred by Williams Pipe Line that are directly due to the structures, changes and improvements thereon known as the Thompson Creek Flood Control Project Phase 1 Flood Control Project.

13. City hereby agrees to hold Williams harmless from damages to the Thompson Creek Project that Williams may incur in the course of its operations, maintenance, and the laying of new pipeline, except for the intentional and wanton or gross negligence of Williams Pipe Line.

IN WITNESS WHEREOF, we hereunto set out hands and seals on the day and year below our signatures indicated.

ATTEST:


[Signature]
Assistant Secretary

WILLIAMS PIPE LINE COMPANY

By: [Signature] Vice President

Date: 10-1-85

MF
[Handwritten initials]

ATTEST:

[Signature]

CITY OF LA VISTA, NEBRASKA

By: [Signature]
Harold Anderson, Mayor

Date: Sept. 17, 1985

STATE OF OKLAHOMA
COUNTY OF TULSA)
)SS

On this 1st day of OCTOBER, 1985, before me appeared S.L. CROPPER, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Williams Pipe Line Company, a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said S.L. CROPPER 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.

Michael Fesen
Notary Public

My Commission expires:

206)
1987

STATE OF Nebraska)
)SS
COUNTY OF Sarpy)

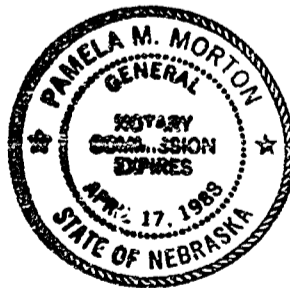
On this 20th day of September, 1985, before me appeared Harold Anderson ~~and~~ the Mayor of La Vista, NE, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of La Vista,
a Municipal Corporation
_____, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council, and said City Council and Mayor acknowledged said instrument to be the free act and deed of said City Council and Mayor.

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.

Pamela M. Morton
Notary Public

My Commission expires:

April 17, 1988



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

Please remit all payments due hereunder to:
Williams Pipe Line Company
Department #281
Tulsa, OK 47182