

94-14186

RELOCATION AND REIMBURSEMENT AGREEMENT

This Relocation and Reimbursement Agreement ("Agreement") is made and entered into and effective this 20th day of May, 1994, by and between WILLIAMS PIPE LINE COMPANY (herein "WILLIAMS"), a Delaware corporation, whose mailing address is P.O. Box 3448, Tulsa, Oklahoma, and the County of Sarpy, in the State of Nebraska, a Nebraska municipal corporation whose mailing address is 15100 South 84th Street, Papillion, Nebraska 68128, (herein "the COUNTY").

WITNESSETH:

WHEREAS, WILLIAMS is the owner of one six-inch petroleum products pipeline known as the #2-6" (herein "the Pipeline"), and easements (herein "Easements") for pipelines in the Northwest Quarter (NW $\frac{1}{4}$) of Section 20, Township 14 North, Range 12 East, Sarpy County, Nebraska, by virtue of that certain Right of Way Agreement executed by Mary E. Schneekloth and Fred Schneekloth, wife and husband, and Fred J. Hagedorn and Antonette E. Hagedorn, wife and husband, and filed for record March 11, 1941 in the office of the Register of Deeds of Sarpy County, Nebraska, in Book 10 of Misc. at Page 464, and by virtue of that certain Pipe Line License executed by Missouri-Pacific Railroad Corporation recorded as instrument number 26842 in the records of the Register of Deeds of Sarpy County, Nebraska, which has been assigned to Williams Pipe Line Company, and in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 17, Township 14 North, Range 12 East, Sarpy County Nebraska, by virtue of that certain Right-of-Way Agreement executed by Annie Peters and Fred Peters, wife and husband, and filed for record March 11, 1941 in the office of the Register of Deeds of Sarpy County, Nebraska in Book 10 of Misc. at Page 467;

WHEREAS, certain property within the Southwest Quarter (SW $\frac{1}{4}$) of Section 17, and the Northwest Quarter (NW $\frac{1}{4}$) of Section 20, Township 14 North, Range 12 East, Sarpy County, Nebraska, will be within an area effected by construction by the County of Sarpy, to relocate Giles Road, in Omaha, Nebraska;

WHEREAS, the COUNTY has full responsibility for this project, known as NDOR Project number RS-BRS-3790(1), NDOR C.N. 20682, and TSA Project No. 316901.

WHEREAS, this project will effect the operation of the Pipeline, and, as a result, the COUNTY desires WILLIAMS to relocate approximately 160 linear feet of the Pipeline as shown on the WILLIAMS Drawing No. S-6776 attached hereto and marked "Exhibit A"; and

WHEREAS, WILLIAMS, under the terms hereinafter stated, is willing to evaluate the construction project and to relocate the Pipeline to accommodate said project, provided the COUNTY reimburses WILLIAMS for all of its actual costs, both direct and indirect, of making such modifications.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, WILLIAMS hereby agrees to relocate the Pipeline in accordance with the WILLIAMS Drawing No. S-6776 attached and marked "Exhibit A" and incorporated herein subject to the following terms and provisions:

1. The COUNTY agrees that the WILLIAMS Drawing No. S-6776 "Exhibit A," represents the work requested of WILLIAMS.
2. The total cost of the relocation of the Pipeline is estimated

AFE-8413.DOC

Proof	W
D.E.	W
Ver.	J
File	
Checked	
Fee \$	50.50

Page 1

HWY Project RS-BRS-3790(1)
Papillion NW Giles Rd.
Sarpy County, Nebraska AFE 8413

14186 ✓

to be Sixty Three Thousand, Six Hundred Seventy Seven and no/100 Dollars (\$63,677.00) as shown on the Cost Estimate attached and marked "Exhibit B." Final actual costs may be more or less than such estimate, which shall not be construed as a limitation of the COUNTY's liability for reimbursement for costs for such work. WILLIAMS shall promptly provide notice to the COUNTY if it becomes obvious to WILLIAMS that the final actual costs will exceed the foregoing by more than 10 percent (10%). The COUNTY shall bear 100% of the final actual costs.

3. The COUNTY agrees to bear all direct and indirect costs reasonably incurred by WILLIAMS and relating to any construction by WILLIAMS hereunder, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes and legal fees relating to the engineering and relocation of the Pipeline to accommodate this project. The COUNTY recognizes that WILLIAMS may use one or more contractors to perform the relocation. The COUNTY represents that it has been officially authorized by a resolution of the County Commission (a copy of which has been furnished to WILLIAMS) to enter into this Agreement with WILLIAMS and to carry out the terms thereof, and that no other authority is legally necessary to make this Agreement a binding obligation of the COUNTY after execution by _____, whose title is _____ and who is duly acting for the COUNTY in these premises.
4. Within 120 days following the completion of this project, WILLIAMS shall make an accounting of final actual costs and provide the COUNTY an invoice of the same. The COUNTY shall pay the full amount within thirty (30) days after receipt of the final invoice.
5. The COUNTY and WILLIAMS mutually agree that all operations and work performed by the COUNTY above or adjacent to the Pipeline shall be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and conditions that may be reasonable imposed by WILLIAMS from time to time.
6. Exclusive of Saturday, Sunday and legal holidays, notice shall be given to WILLIAMS by the COUNTY, at least 48 hours in advance of commencement of any work on or adjacent to the Pipeline, excepting only cases of emergency. Said notice shall be given to the Manager of Operations, Rick Fahrenkrog, Southern Region, 10200 W. 75th St., Suite 270, Shawnee Mission, Kansas, 66204, telephone (913)677-2166.
7. In the event that the COUNTY or WILLIAMS breaches any of the terms, covenants or provisions of this Agreement, and either party commences litigation to enforce any provisions of this Agreement or of the aforesaid easements, the cost of attorneys' fees and the attendant expenses will be payable to the prevailing party. Such payment shall be pro rata of the recovery of the total amount alleged due the complaining party.
8. The COUNTY shall indemnify, save, hold harmless, and at WILLIAMS option, defend WILLIAMS, its affiliated companies and their directors, officers, employees, and agents from any and all claims, demands, costs (including without limitation, reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties and administrative proceedings of injury or death to persons or damage or loss to property, environmental damages, or other business losses, including those made or incurred by WILLIAMS or its affiliated companies

and their directors, officers, employees, or agents, or third parties, or governmental agencies in any way arising from or connected with the existence, construction, operation, maintenance, or removal of the COUNTY'S facilities except those arising from WILLIAMS' negligence.

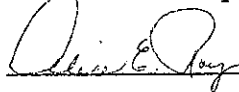
9. It is agreed and understood by the parties hereto that Federal-Aid Policy Guide 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference.
10. Williams agrees that any work to be done under this agreement by someone other than Williams itself shall be contracted for in accordance with the provisions of Federal-Aid Policy Guide 23 CFR 645A and 23 CFR 645B, as referenced in Section 1 of this agreement.
11. Williams shall comply with and require anyone performing work under this agreement other than Williams itself to comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49-CFR 21 and 49-CFR 27, as set forth in the attached Exhibit "A", which is hereby made a part of this agreement.
12. Williams agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. §48-1126 (Reissue 1988), as amended, and the same are incorporated herein by this reference.
13. Williams agrees that it and any contractor or subcontractor engaged under this agreement will fully comply with the provisions of the Nebraska Employment Security Law as provided by Neb.Rev.Stat. §48-610 through 48-671 (Reissue 1988), as amended, and the same are incorporated herein by this reference.
14. The COUNTY agrees that liabilities (including but not limited to any such liabilities arising under the laws and regulations relating to protection of the environment), expenses and costs, if any, WILLIAMS has, had, shall or may have, shall be paid or reimbursed by the COUNTY, or its successor or assigns, TO THE EXTENT that such liabilities are, were or shall be aggravated, exacerbated, compounded, contributed to or caused by the COUNTY, its contractors, agents, assigns or successors, as a result of any work or actions taken on behalf of the COUNTY on the property.
15. All relocation work performed by WILLIAMS, its employees, agents, contractors or subcontractors under this agreement shall be done in a good and workmanlike manner.
16. WILLIAMS shall use due diligence in performing the relocation of the Pipeline, weather permitting.
17. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the relocation of the Pipeline by and between WILLIAMS and the COUNTY.
18. 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 successors and assigns.

94-14186D

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 24th day of May, 1994,
before me appeared Bob Woolman
to me personally known, who, being by me duly sworn, did say that
he is Vice Chairman - Board of Commissioners of THE COUNTY OF SARPY,
a Nebraska municipal corporation and that the seal affixed to the
foregoing instrument is the official seal of said corporation, and
that said instrument was signed and sealed in behalf of said
corporation by authority of its city administrator and acknowledged
said instrument to be the free act and deed of said corporation.

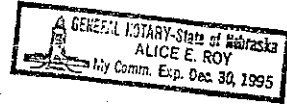
In testimony whereof, I have hereunto set my hand and affixed
my official seal at my office in said county and state the day and
year last above written.



Notary Public

My Commission Expires:

December 30, 1995



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

FILED FOR THE
INSTRUMENT NUMBER
94-14186

94 JUN 23 PM 12:26

Carol ...
REGISTRY OF DEEDS

94-14186E

REFERENCE DRAWINGS

- STD-1005 FENCE RESTORATION
- STD-1010 TRENCH AND BACKFILL REQUIREMENTS
- STD-1030 TEMPERATURE RECORDER PLACEMENT
- STD-1045 ELECTROLYSIS TEST STATION INSTALLATION
- STD-1045B CATHODIC PROTECTION TEST STATION STANDARDS
- STD-1050 TEST LEAD WIRE INSTALLATION DETAILS
- STD-1050A CATHODIC PROTECTION CABLE CONNECTION TO PIPELINE
- STD-1055A METHOD OF APPLYING TAPECOAT HD30 TAPE, HD TAPE & TC MASTIC
- STD-1075A ROAD CROSSING WITHOUT CASING
- TSA-116-30 TOPEKA - SIOUX FALLS ALIGNMENT SHEET (1"=1000')

PIPE REQUIREMENTS

290 FT. 6.625" O.D. x 0.250" W.T. X42, MAIN LINE PIPE

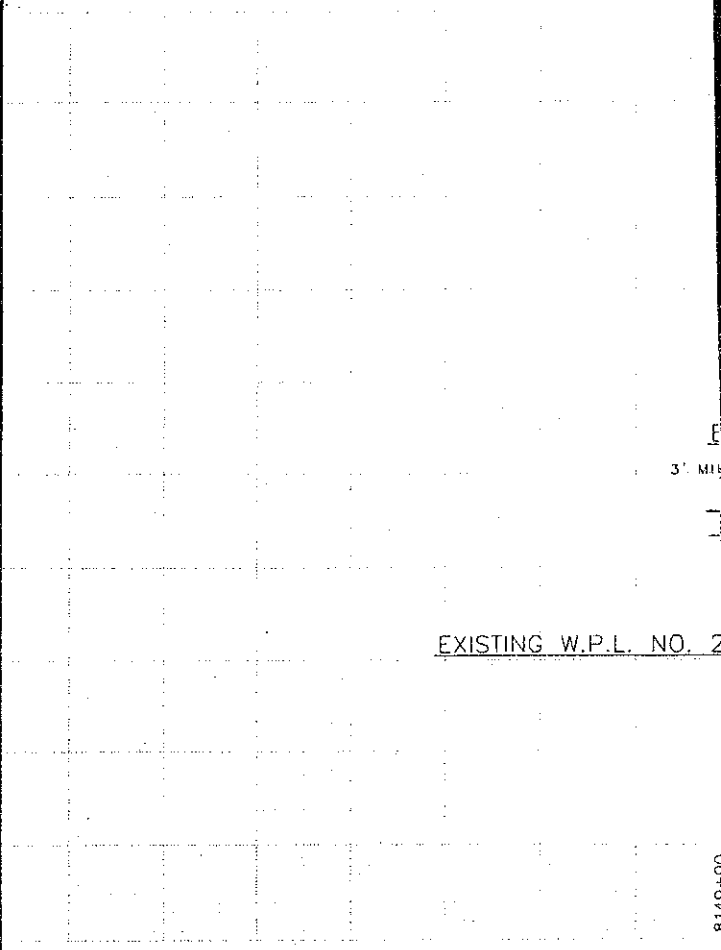
PRESSURE TEST REQUIREMENTS

PRESSURE TEST NEW PIPE TO:
2875 PSI

PROF

EXISTING W.P.L.

116-S



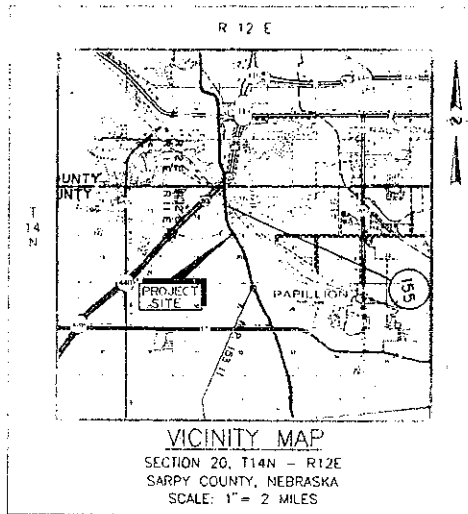
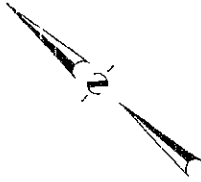
31. MIL

EXISTING W.P.L. NO. 2

8149+00

7-1-14186H

The N 1/4 Cor. of Sec. 20, T14N-R12E



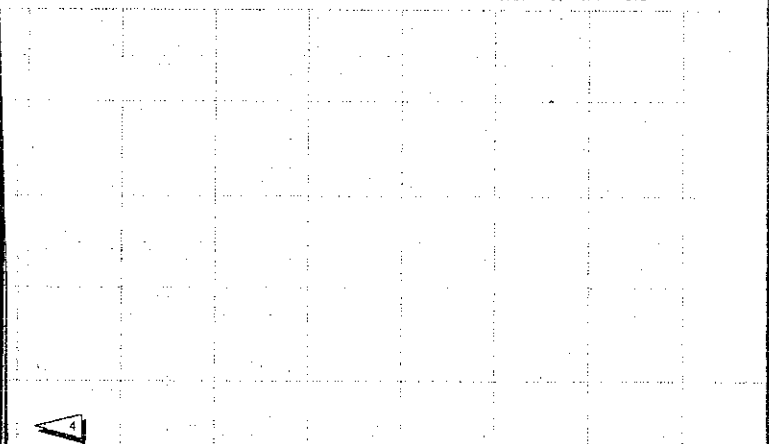
P.L. NO. 2-6" LINE

6-SA-26

NOTES:

1. INFORMATION TAKEN FROM :
NEBRASKA STATE DEPT. OF ROADS, PLANS FOR CONSTRUCTION.
DATED: 9/22/93
2. USE 30' PREFABRICATED BENDS AT THIS POINT
TO OBTAIN PROPER DEPTH AND ALIGNMENT OF PIPE.
3. EXISTING PIPE TO BE REMOVED.
4. NO PROFILE INFORMATION AVAILABLE, ALL DEPTHS
TO BE FIELD VERIFIED.
5. LOWER PIPE TO PROVIDE 3' COVER OVER STOPPLE FITTINGS.

TOPEKA - SIOUX FALLS
L.S. 116, M.P. 118.21



MIN. (TYP.)

EXHIBIT A

1 PRELIMINARY						
STAG.	DATE	CHKD BY	PROJ'CT ENGR'ER	SECTION HEAD	APPROVED BY	
STING	4/18/94	MAB			L.H.S.	
DRWN BY	DATE	CHECKED BY	PROJECT ENGR'ER	SECTION HEAD	APPROVED BY	
MAB	4/18/94	J.K.M.				
	5/19/94					
WILLIAMS PIPE LINE COMPANY <small>ONE OF THE TRULUS COMPANIES</small>						
PROPOSED RELOCATION OF NO. 2-6" LINE AT M.P. 154.27 CROSSING GILES ROAD SARPY COUNTY, NEBRASKA						
SCALE	AS SHOWN	A.P.C.	8413			
SECTION HEAD	DRAWING NUMBER		1			
APPROVED BY	S-6776		1			

8140+00

8140+00

94-14186 I

PROJECT ESTIMATE
REVISION #1

AFE: > B413
 LOCATION: HO. 2-6" LPG TOPEKA-SIOUX FALLS
 COUNTY AND STATE: SARPY COUNTY, NEBRASKA
 DISTRICT: SOUTHERN REGION, DISTRICT C
 PROJECT DESCRIPTION: HWY PROJ RS-BRS-3790(1) PAPILLION NW GILES RD.
 TRACTS 116-SA-24, 116-SA-25RR & 116-SA-26

REQUESTED BY: HOMER WARD
 ESTIMATED BY: DAVID WHITEHEAD/JKM
 PROJECT MANAGER:
 ENGR MANAGER: LORENZO HILL
 DATE REQUESTED:
 DATE PREPARED: 5/17/94

CODE	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT	TOTAL
120	200	LF	LINE PIPE, 6.625" OD .250 WT SHLS X42	8	1,600	1,600
130	4	EA	SIX INCH FACTORY BENDS	550	2,200	2,200
140			INSTALLATION			
	1	DAY	EXCAVATION	4,000	4,000	
	3	DAY	PIPE INSTALLATION	4,000	12,000	
	1	LOT	STOPPLE SERVICE, TDW	10,000	10,000	
	1	DAY	TIE IN	2,000	2,000	
	0.5	DAY	BLOW DOWN	4,000	2,000	
	0.5	DAY	BACKFILL AND COMPACTION	4,000	2,000	
	1	DAY	PRESSURE TEST	4,000	4,000	
	4	DAY	X-RAY	500	2,000	
			BORE ROAD		5,000	43,000
150	160	LF	PIPE COATING TAPE & MASTIC	2	320	320
160	1	EA	CATHODIC PROTECTION TEST LEADS	100	100	100
200	1	LOT	FIELD LABOR, DRAIN UP	1,000	1,000	1,000
950	60	HR	ENGINEERING AND DRAFTING	60	3,600	
	1	LOT	EXPENSES	2,400	2,400	6,000
955	40	HR	SURVEY	60	2,400	2,400
960	7	DAYS	INSPECTION	250	1,750	1,750
970	1,000	%	EMPLOYEE BENEFITS	26.00%	260	260
980	1,000	%	FIELD SUPERVISION	55.54%	555	555
990	59,185	%	ADMINISTRATIVE COSTS	7.59%	4,492	4,492
TOTAL COSTS						
				100% REIMBURSABLE		63,677

ESTIMATED BY: DAVID WHITEHEAD/JKM B 23