



CONTRACT FOR PIPE LINE ACROSS OR ALONG RIGHT OF WAY

THIS AGREEMENT, Made and entered into as of the 25th day of April, 1956, between CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, hereinafter called the "Railroad", and AARON FERER & SONS CO., a Nebraska corporation,...

101 South 8th Street, Omaha, Nebraska... hereinafter called the "Licensee"...

WITNESSETH:-

I.

In consideration of Fifteen Dollars (\$15.00) to be paid by Licensee to Railroad immediately upon the execution of this agreement, and an annual rental of \$... payable in advance, and upon the terms and conditions hereinafter set forth, Railroad hereby grants unto Licensee license to enter upon the premises of...

III.

The said pipe line shall be constructed and maintained in such manner and at such time or times and of such materials as shall meet with the approval of the Superintendent of Railroad, and as shall not hinder, delay or endanger the operation of engines, trains, cars or business of Railroad over its track or tracks now laid or hereafter laid on said premises...

In the event the pipe line shall be used to carry any liquid or other substance under pressure, and shall be located under any track or within twenty-five (25) feet of any track, bridge or structure of the Railroad, the pipe line shall be constructed and maintained strictly in accordance with Railroad's Plan No. 69253...

If the Railroad Company, for itself or on behalf of its lessees or grantees, should at any time or from time to time find it necessary or desirable to make changes in any existing building, track, structure, or overhead or underground installation, or place any additional building, track, structure, or overhead or underground installation, on any premises where said pipe line is located, the Licensee agrees that it will promptly, at its own cost and expense...

IV.

In the event any cathodic electrolysis or other electrical grounding system is installed in connection with said pipe line which in the opinion of Railroad in any way interferes with any train signals, telephone or telegraph lines, or other facilities of Railroad, the Licensee immediately shall discontinue operation of and remove said grounding system, or take such steps as may be necessary to avoid all such interference.

CONTRACT FOR PIPE LINE
ACROSS RAILROAD RIGHT OF WAY



THIS AGREEMENT, Made and entered into as of the 25th day of August 1921, by and between the Chicago, Burlington & Quincy Railroad Company, hereinafter called "Railroad", and the Licensee, hereinafter called "Licensee", is as follows: The Licensee further covenants and agrees at all times during the existence of said pipe line upon the premises of Railroad to keep and maintain the soil over the same thoroughly compacted, and the grade even with the adjacent surface of the ground, and that Licensee will at all times release, protect, indemnify and save harmless Railroad from all claims, demands, judgments, loss, costs and expenses, for injury to or death of any person, or loss or damage to the property of any person or persons whomsoever (including both parties hereto and their employees), in any manner arising from or growing out of in whole or in part, the construction, reconstruction, maintenance, operation, repair, change, existence, use or removal of said pipe line or the subsidence of soil over the same whether caused by the negligence of the Railroad, its servants or employees, or otherwise.

VI.

If Licensee shall well and faithfully comply with all the terms, covenants, and conditions herein set forth on the part of Licensee to be observed and complied with, the license herein granted by Railroad shall continue in force to the full expiration of the period of one (1) year from the date hereof, and thereafter until terminated, upon not less than sixty (60) days' written notice by either party hereto to the other; but if Licensee shall fail to perform any of the covenants herein contained, Railroad shall have the right to terminate this license forthwith and without notice. Any notice herein provided for shall be sufficiently given and delivered if mailed in an envelope properly stamped and addressed to Licensee. Upon the termination of this license in any of the modes herein provided for, Licensee shall, at its own expense, upon being notified so to do by Railroad, remove said pipe line from said premises, and restore the ground to a safe and level condition, and in case of its failure so to do, the Railroad may at its option, either remove the said pipe line from said premises at the sole expense of Licensee, or disconnect the same at points where it enters and leaves the said premises.

VII.

The Licensee shall not transfer or assign this license without the written consent of Railroad. The said license shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate, the day and year first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By *Raymond E. Allen*
General Manager

By *Lawey D. Jones*
AARON FERER & SONS CO.
Title Vice-President

APPROVED:
As to Form,

Raymond E. Allen
Law Department

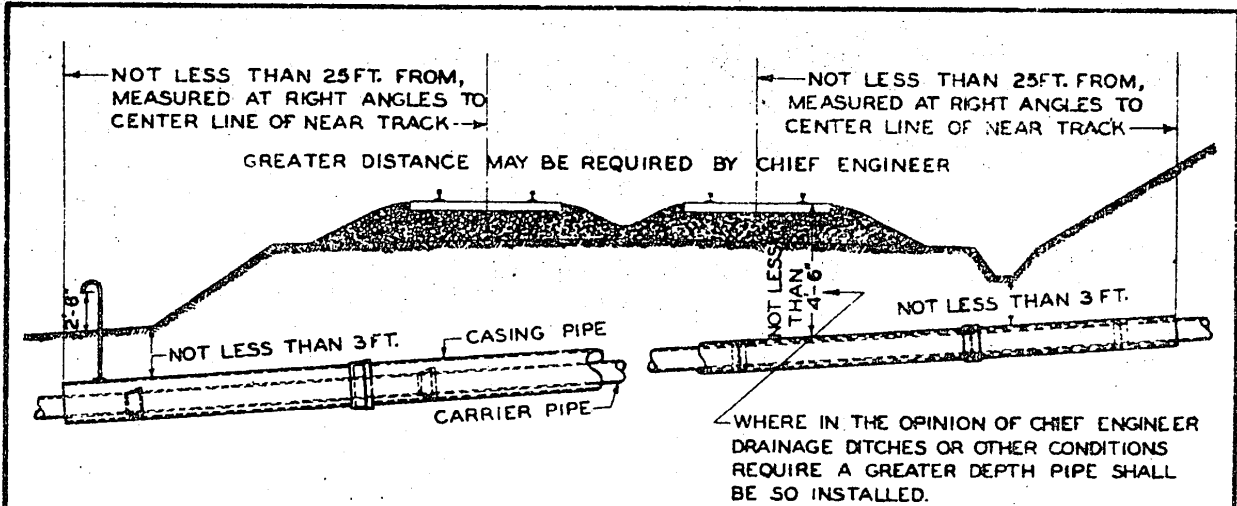
As to Property Interests,

Joe Kelley
General Land Agent

As to Description,

RW Lloyd
Assistant Chief Engineer

Approved
AS



① - PIPE LINES CONVEYING NATURAL GAS, OR ANY PETROLEUM PRODUCT SHALL NOT BE PLACED UPON THE RIGHT OF WAY UNTIL AFTER A CONTRACT WITH THE RAILROAD COMPANY COVERING SAME HAS BEEN DULY EXECUTED AND DELIVERED, AND THEN ONLY IN ACCORDANCE WITH THE PROVISIONS THEREOF.

② - CASING PIPE IS REQUIRED FOR INSTALLATIONS OF ALL SIZES OF CARRYING PIPE WHEN PRESSURE IN CARRYING PIPE MAY AT ANY TIME EXCEED 30 POUNDS PER SQUARE INCH AND MUST BE INSTALLED AS SHOWN IN ABOVE SKETCH.

③ - ENDS OF CASING PIPE OVER 6 INCHES IN DIAMETER SHALL BE SECURELY AND PERMANENTLY SEALED AGAINST INFLOW OF MOISTURE WITH A FLEXIBLE CONNECTION TO THE CARRYING PIPE IF REQUIRED BY THE CHIEF ENGINEER, AND SHALL BE PROVIDED WITH A VENT PIPE IN ACCORDANCE WITH TABLE AS SHOWN IN SKETCH.

④ - BOTH THE INSIDE AND OUTSIDE OF METAL CASING PIPE SHALL BE THOROUGHLY COATED WITH AN APPROVED RUST RESISTING PAINT.

⑤ - WHERE LAWS OR ORDERS OF COMPETENT PUBLIC AUTHORITY PRESCRIBE A HIGHER DEGREE OF PROTECTION THAN SPECIFIED HEREIN, THEN THE HIGHER DEGREE OF PROTECTION SO PRESCRIBED SHALL BE DEEMED A PART OF THE SPECIFICATIONS SET FORTH IN THIS EXHIBIT.

RELATIVE SIZES OF CARRYING AND CASING PIPE

CAST IRON			WROT IRON OR STEEL		
CARRYING	CASING	VENT	CARRYING	CASING	VENT
4"	10"	1 1/2"	1"	2 1/2"	8"
6"	12"	1 1/2"	1 1/2"	3"	9"
8"	14"	2"	2"	4"	10"
10"	16"	2"	2 1/2"	4"	11"
12"	18"	2 1/2"	3"	4 1/2"	12"
14"	20"	2 1/2"	3 1/2"	5"	14" O.D.
16"	24"	3"	4"	6"	15" O.D.
18"	30"	3"	4 1/2"	6"	16" O.D.
20"	30"	3"	5"	7"	17" O.D.
			6"	8"	18" O.D.
			7"	10"	20" O.D.
					22" O.D.
					24" O.D.
					26" O.D.

ALL O.D. SIZES BASED ON PIPE WALLS 3/8" THICK

BURLINGTON LINES

PLAN TO ACCOMPANY CONTRACT FOR UNDERGROUND CROSSINGS OF NATURAL GAS OR PETROLEUM PRODUCT LINES

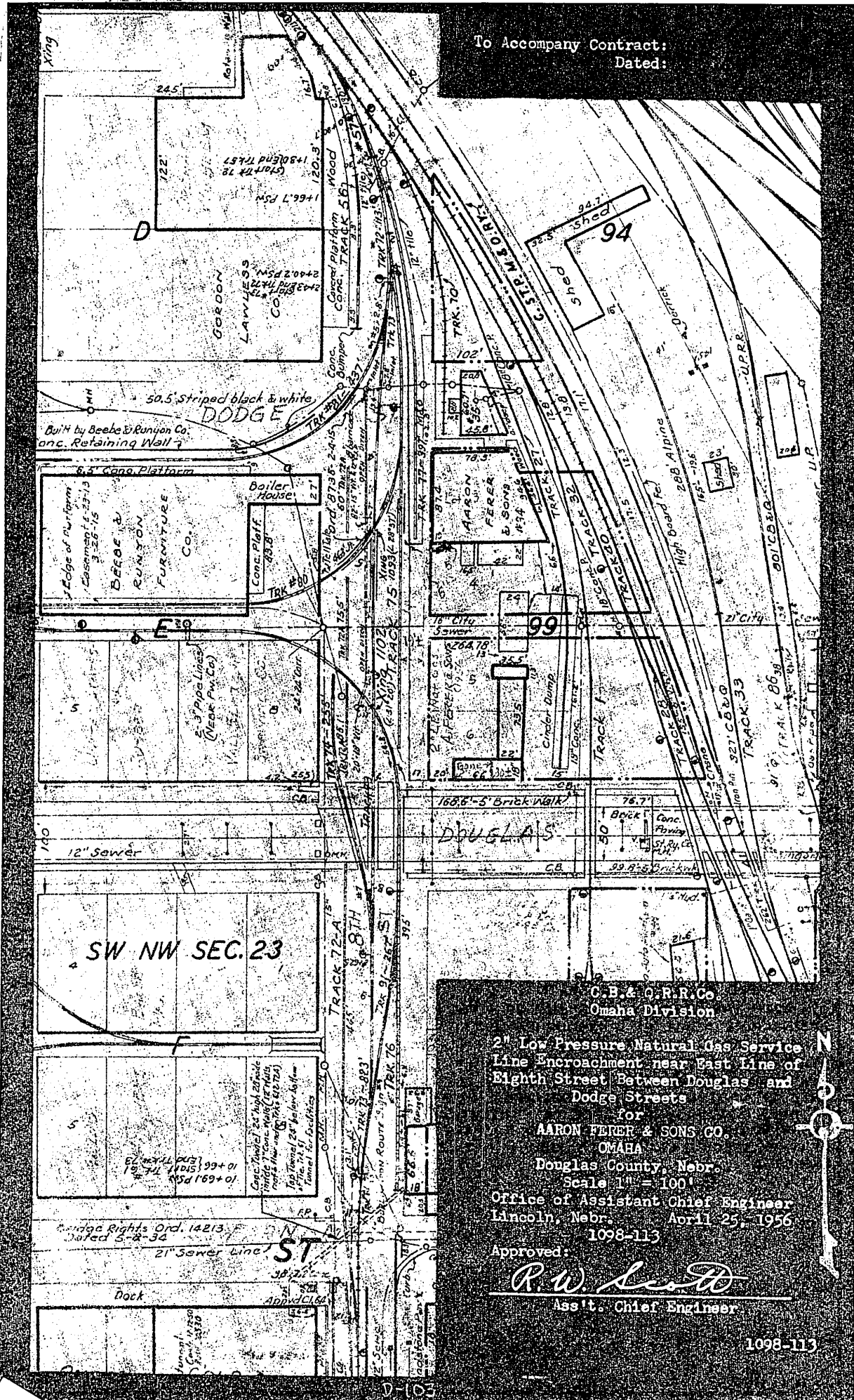
CHIEF ENGRS. OFFICE

CHICAGO, ILL. OCT. 31, 1930

APPROVED:

[Signature]
CHIEF ENGINEER

To Accompany Contract:
Dated:



C.B. & Q.R.R. Co.
Omaha Division

2" Low Pressure Natural Gas Service
Line Encroachment near East line of
Eighth Street Between Douglas and
Dodge Streets

for
AARON FEIER & SONS CO.
OMAHA
Douglas County, Nebr.

Scale 1" = 100'

Office of Assistant Chief Engineer
Lincoln, Nebr. April 25, 1956
1098-113

Approved:
R.W. Scott
Ass't. Chief Engineer

1098-113