A-1-55-2500



## CONTRACT FOR PIPE LINE ACROSS OF ALONG RIGHT OF

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 all AARON; TERER & SONS CO. heav Nebraska corporation of lies of mediation based of because to
surfess of the ground, and that Licensee will at all times release, profeed, indomning industries miles lord from all victures, incanning industries and seveness, for injury to or escut, or any passon, or using no
all vistars, demands, judgmen s, loss vosts and expenses, for injury to or death of any person, or loss or agrage to
of range you of the Omana of the organizative died valuation reveased a state of Mebraska to whecome the
orising from or growing out of in whole of in part, the construction reconstruction seems in the first particular in the interior of soil over the same whether example the law of the subsidence of soil over the same whether example the best of the subsidence of soil over the same whether example in the causes of the subsidence of soil over the same whether example in the cause of the same whether the cause of the same of the same whether the cause of the same whether the same whether the same whether the same of the same of the same whether the same of
negligane of the February of services or engineering of with the compact grant with the services of the servic
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
terms and conditions hereinafter set forth, Railroad hereby grants unto Licensee license to enter upon the premises of large point 5 south of the NW corner of Lot 4 thence easterly 10 more or Railroad at or near less, thence northerly into Lot 3, all in Block 99, Original Town, at Eighth Street between Douglas and Dodge Streets, OMAHA, Douglas County, Nebruah and construct and thereafter maintain across or along said premises at the sole expense of Licensee, a two-inch
Righth Street between Douglas and Dodge Streets, OMAHA, Douglas County, Nebr. and construct and thereafter maintain across or along said premises at the sole expense of Licensee, a two-inch
(2" ) pipe line to be used for conveying low pressure natural gas only, the location of
said pine line being shown intredien the Railroad's print No 127 1082-1779 1979 1 10 heroto of the cheditidentified by
the signature of The world no are a subject to canage also and the contract bird more and arise bird of contract to locate
the signature of Eighth Street as shown in green on the said exhibit print is granted only insofar as concerns the Railroad Co. II.
The top of said pipe line shall be placed at a depth of not less than four (4) feet six (6) inches below the base of the rails of the track or tracks of Railroad where it passes under the same and not less than three (3) feet below the
surface of the ground at any point on Railroad's property. If the said pipe line shall be of a diameter four inches or larger the portion of same directly under the said track or tracks, and under the roadbed thereof, shall be of cast iron or other material of approved strength.

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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, or in any manner interfere with the present or future use of the said premises. The Licensee shall not enter upon said premises for the purpose of constructing, maintaining or removing said pipe line except upon fortyeight hours' notice to Superintendent of Railroad, and then a designated representative of Railroad may oversee or inspect all of said work as it progresses, at the expense of Licensee, and performance of such work shall be subject to his approval. If deemed necessary by Railroad so to do, Licensee shall, at the expense of Licensee, support the said track or tracks, as directed by Railroad, while the work of constructing, maintaining or removing said pipelline is being done.

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 which shall be attached to, and thereby become a part of, this agreement. As to Properly locorosts,

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 and without cost or expense to the Railroad Company or the Railroad Company's lessees or grantees, upon receipt of written notice from the Railroad Company so to do, relocate, change or remove said pipe line as requested or required by the Railroad Company.

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. Licensee further agrees to indemnify and save harmless Railroad from and against any damages, claims, losses, suits or expenses in any manner arising from or growing out of interference with the signals, telephone or telegraph lines of Railroad by the operation, use or existence of any such grounding system.

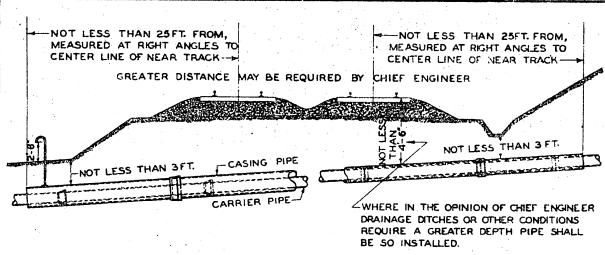
Form 2763 Rov. .

## CONTRACT FOR PIPE LINE ACROSS CONCLUDING RIGHT OF WAY



THIS AGREEMENT, Mede and entered into as of Velo 25th days of Ameth. 1956,
"barrie Licensee further covenants and agrees at all times during the existence of said pipe line upon the premis
of Railroad to keep and maintain the soil over the same thoroughly compacted, and the grade even with the adjacen
surface of the ground, and that Licensee will at all times release, protect, indemnify and save harmless Railroad fro
all claims, demands, judgments, loss, costs and expenses, for injury to or death of any person, or loss or damage
the property of any person or persons whomsoever (including both parties hereto and their employes), in any mann
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 employes, or otherwise.
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VI.
nois If Licensee shall well and faithfully comply with all the ferms, 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
the full expiration of the period of one (1) year from the date hereof, and thereafter until terminated, upon not le
than sixty (60) days' written notice by either party hereto to the other; but if Licensee shall fail to perform any
the covenants herein contained, Railroad shall have the right to terminate this license forthwith and without notic
Any notice herein provided for shall be sufficiently given and delivered if mailed in an envelope properly stampe
and addressed to Licensee. Upon the termination of this license in any of the modes herein provided for, License shall, at its own expense, upon being notified so to do by Railroad, remove said pipe line from said premises, at
restore the ground to a safe and level condition, and in case of its failure so to do, the Railroad may at its optio
either remove the said pipe line from said premises at the sole expense of Licensee, or disconnect the same at poin
The constraints $A(G,G)$ in the $G(G,G)$ $A(G,G)$ $A(G,G$
where it enters and leaves the said premises.  VII. of Assorbing a strong of a strong of the said premises.
To another Licensee shall not transfer or assignathis license without the written consent of Railroad and the said license shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
an endagling the second like a least the factor of a color of the second color of the relief of a time when the factor of the second color of the
10 "IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate, the day and ye first above written."
inst above written.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPAN
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D- 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 DIA-METER 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	EASING	VENT	CARRYING	CASING	VENT	CARRYING	CASING	VENT	
4"	10"	1/2	1 *	2 1/2"		8"	12"	1/2	
6 "	12"	1/2	1/2"	3"		9'	15,	1/2	
8"	14"	2"	2'	4"		10'	14"	5,	
10*	16"	2'	2/2	4"		Li*	15" O.D.	21	
12"	18'	2/2	3'	4/2		12'	16"O.D	2'	
14"	20*	21/2	31/2	51		14" O.D.	18"O.D.	21/2	
16 *	24"	з*	4'	6		15" O.D.	18"00	2/2	
18"	30'	3'	4/2	6'		16" O.D.	20'0.0	2/2	
20,	30"	3*	5,	7*	1"	17" O. D	21"0.0	31	
			8*	в"	1/2	18 0.0	22"O.D		
			7.	10"	11/2	20°0.D		3,	
						55, O'D	26 O.D	3*	
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 CHICAGO, ILL. OCT. 31, 1930

APPROVED:

Moneurs CHIEF ENGINEER

FORM 2781-A

PLAN 69253