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A G R E E M E N T

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

IT IS AGREED, by and between the State of Iowa, Iowa Department of Transportation, Project Development Division (hereafter DOT), and Amoco Pipeline Company, a corporation, with offices in Oakbrook Terrace, Illinois, (hereafter Company) as follows:

1. The DOT shall proceed with proposed reconstruction of Primary Highway No. 92 in Madison County, Iowa, from the junction of U.S. Highway No. 169 east to Interstate 35 in accord with its plans and specifications which the DOT has designated as Project FN-92-4(15)--21-61. The plans and specifications are made a part of this agreement.
2. Vent pipes on an 8 inch product pipeline owned and operated by the Company located on its own easements upon privately owned land affected by the project shall be relocated to or outside the newly acquired right of way.
3. Company easements upon land affected by the project shall be conveyed to the State of Iowa without additional expense to the project other than the relocation or adjustment costs contemplated under this agreement.
4. The total estimated cost occasioned by the project in relocating Company facilities and DOT participation in such costs is shown on attached Exhibit "A" (\$3,388.58).
5. The Company agrees to perform the work specified in relocating its facilities, and further certifies:
  - (a) it is financially capable of performing the work prior to being reimbursed;

✓ Please return to:  
Nancy Roate  
Amoco Pipeline Company  
One Mid-America Plaza - Suite 300  
Oakbrook Terrace, IL 60181-4450

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- (b) the work shall be done by qualified, properly trained and experienced personnel;
- (c) the work shall be done within the prescribed time to meet the project construction schedule;
- (d) it is aware of all applicable work requirements and administrative rules imposed by the Federal Highway Administration and Iowa DOT.

6. This agreement is subject to the following provisions which are incorporated by reference as a part of this agreement: 1) The provisions of the Federal Aid Policy Guide 23 CFR 645, Subparts A and B, dated December 9, 1991, and any amendments thereto; 2) the provisions of the Iowa DOT Highway Division "Utility Accommodation Policy", revised and adopted 1992; 3) all other applicable state or federal laws, regulations, or directives and any amendments thereto.
7. In accordance with the 1992 Utility Accommodation Policy, this Agreement by itself does not constitute a permit nor does it grant permission to occupy the primary highway right of way. Where facilities are to be located on or across the right of way, the Company is responsible for obtaining a permit from the DOT Resident Maintenance Engineer prior to commencing work within the right of way.
8. The Company hereby acknowledges receipt of notice and waives further notice required by law.
9. Upon receipt of written authorization by the DOT to proceed the Company agrees to commence relocation of its facilities in a satisfactory manner which will not interfere with the highway

project. The Company shall notify the DOT Resident Construction Engineer of the date on which Company work begins in the project area and of the anticipated completion date. It will also inform the DOT when each phase of the work is actually completed.

10. Work and operations to be done by the Company consist of the following phases:
  - (a) engineering for the work proposed at the preliminary and construction stages;
  - (b) relocate the vent pipes on Company's 8 inch Burlington to Des Moines product pipeline near Highway Station 153+65 in accordance with Paragraph 2 above.
11. All work performed pursuant to this agreement shall comply with Title 49-C.F.R.-Transportation-Part 21-Nondiscrimination in Federally Assisted Programs of the Department of Transportation.
12. The Company shall initially pay all costs for its work occasioned by the project and upon completion, the Company shall provide the DOT with an itemized statement of such costs in accordance with Federal Aid Policy Guide 23 CFR 645A and as required by the DOT, in four counterparts specifying all costs which are reimbursable. Said statement shall specify the highway project number and the DOT approval date of this agreement. Company accounting shall follow the accounting procedure prescribed by state and federal regulations.
13. Upon satisfactory completion of the work and upon receipt and approval of the itemized statement from the Company, the DOT shall initially pay the Company for all eligible costs. This amount shall

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not exceed ninety percent (90%) of either (1) the reimbursable amount claimed, or (2) \$3,388.58 whichever is less.

14. After further audit by the DOT, a final payment shall be made to the Company equal to the difference between the total eligible costs and the amount previously reimbursed. In the event justifiable audit exceptions result in overpayment through prior reimbursements, the Company will promptly refund to the DOT any overpayment previously made.
15. Without further compensation other than performance by the DOT of its obligations hereunder, the Company shall execute and deliver to the DOT, on forms supplied by the DOT, a Disclaimer of Interest in Realty in and to all right of way acquired by the DOT for said project.
16. The Company and its contractors or subcontractors where applicable, shall maintain all books, documents, accounting records, supporting cost proposals, and other evidence pertaining to costs incurred and make such material available at their respective offices at all reasonable times during the period of this agreement and for three years from the date of final payment under this agreement for inspection by the DOT, Federal Highway Administration, or any authorized representative of the federal government and copies thereof shall be furnished if requested.
17. Future construction, repair, replacement, or maintenance of the Company's facilities within highway right of way shall be performed by the Company in accordance with the Iowa Department of Transportation's Utility Accommodation Policy, as

revised and adopted in 1992, and with any revisions or supplements subsequently issued thereto.

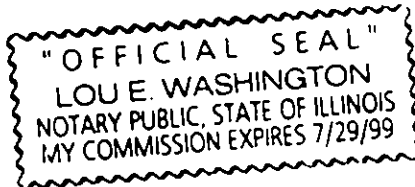
18. If difficulties or delays arise which, in the opinion of the DOT, make it impractical to proceed with the proposed highway improvement, the DOT may cancel this agreement by written notification to the Company and this agreement shall become null and void, provided such notification is given prior to advisement by the DOT to proceed with the project work.
19. If any clause herein is declared invalid, it shall not void the entire agreement.
20. This agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized officers on the dates below indicated.

Executed by the Company this

23rd day of October, 19 95
AMOCO PIPELINE COMPANY, as contract operator of the Amoco Oil Company pipeline system
By [Signature]
Title - Manager, Reliability Centered Maintenance
State of Illinois
County of Dupage )
)ss

This instrument was acknowledged before me on this 23rd day of October, 1995, by G. E. Schau, Manager, Reliability Centered Maintenance of Amoco Pipeline Company



[Signature]
Notary Public in and for said State

Executed by the Iowa Department of Transportation

STATE OF IOWA IOWA DEPARTMENT OF TRANSPORTATION

20 day of December, 19 95 By [Signature] Robert L. North Right of Way Director

This instrument was acknowledged before me on this 20 day of December, 1995, by Robert L. North as Right of Way Director of Iowa Department of Transportation

[Signature]
Notary Public in and for said State



**Amoco Corporation**

**Cost Estimate**

Relocation of Vent Pipes for 8" Product Pipeline - Burlington Junction to Des Moines  
 Highway 92 Reconstruction - Madison County, Iowa

Item	Hourly Rate	Estimated Hours	Item Cost
<b>Labor</b>			
Welder	\$ 29.24	10	\$ 321.64
Operator	\$ 27.48	10	\$ 302.29
Laborer	\$ 23.15	10	\$ 254.85
ROW Agent	\$ 70.00	8	\$ 580.00
Project Manager	\$ 85.00	8	\$ 680.00
<b>Equipment and Materials</b>			
Truck and Trailer	\$ 35.00	10	\$ 350.00
Backhoe	\$ 27.00	10	\$ 270.00
Pipe			\$ 150.00
<b>Expenses</b>			
ROW Agent Travel and Expense			\$ 400.00
ROW Damages			\$ 100.00
<b>Total Estimated Cost</b>			<b>\$ 3,388.58</b>

\* Note: Labor over 8 hours in a day is charged at 1.5 times the hourly rate listed

**EXHIBIT A**