

Mark,

Here is the paperwork for relocation of KNG's 4 inch line. This line runs parallel with our R/W fence. I have had this property OUPS and had survey come out and stake our R/W. It is very hard to determine exactly where this line is. It appears to be right under our existing R/W fence. This is in a very gray area of what is compensable and what is not. They have produced an easement and think they are compensable. I am proposing that we approve their relocation. It will be from 914+50 to 909+50. We will be having high areas of fill over this area along with some geo grid work and will be in very close proximity of this line. Let me know if you have questions.

Thanks,

Duane Hackworth



1760 Westfield Drive - Findlay, Ohio 45840  
(419) 424-3427 • Fax (419) 424-3309

June 17, 2014

Mr. Scott Arnold  
Majanc, Inc  
820 Edgerton St.  
Bryan, OH 43506

Project: 4" MDPE Main Line Relocation

Dear Scott:

We are interested in obtaining a bid for a 4" MDPE mainline Relocation project in Findlay, OH. The location of the project is at 1161 Trenton Ave. in the south east corner of the Wal-Mart property, consist of about 600ft to be bored in under pavement. Maps of the project are included in this package.

Bidder Consideration:

1. Price per lineal foot of 4" MDPE, tracer wire and completely installed and tested to industry Standards. Price should include labor and equipment to finish the job. This includes cutting, removing blacktop as necessary. This also includes restoration of the area, including, but not limited to, blacktop repairs, tile repairs, compacting dirt over trenches, leveling, seeding and laying straw over seeded areas as necessary. (Estimated quantity is 600 feet).

\$ 11,000.00

List date available to start project

July 21

Days needed to complete project

10

Any damage by the contractor to private or public property or facilities, on or off the right of way, during construction shall be repaired by the contractor to the satisfaction of the property owner and County or Municipal authority having jurisdiction over the same.

All disturbed lawns shall be restored to their original condition. Final acceptance will be subject to the approval of the property owner.

Safety

The contractor will be responsible for the overall safety of the job site, including traffic control, equipment safety. The contractor shall comply with all applicable codes and regulations concerning safety.

Documents

The following documents shall be provided by the contractor prior to the start of the project:

- Certificate of Insurance
- Certificate of Workers' Compensation
- Written Drug and Alcohol Plan
- Drug and Alcohol Quarterly Testing Reports for Employees
- Written Operator Qualification Plan
- Operator Qualification Test Reports for Employees
- Safety Manual
- Written Welding Procedures if Applicable
- Welding Qualification Cards for Employees if Applicable

Please complete the information above, sign below and returned the signed copy to our office.


Thank you for your consideration.

Sincerely,

Jeff Abbott  
KING Energy  
Field Operations Manager

I accept the terms above and have provided a price as requested.

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Majors, Inc.  
Company



1700 Westfield Drive • Findlay, Ohio 45840  
(419) 424-3427 • Fax (419) 424-3300

June 17, 2014

Mr. Guy Johnson  
5701 Cty Rd 248  
Findlay, OH 45840

Project: 4" MDPE Main Line Relocation

Dear Guy

We are interested in obtaining a bid for a 4" MDPE mainline Relocation project in Findlay, OH. The location of the project is at 1161 Trenton Ave. in the south east corner of the Wal-Mart property, consist of about 600ft to be bored in under pavement. Maps of the project are included in this package.

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\$ 12,075.00

List date available to start project

7-28-14

Days needed to complete project

2 1/2





McJunkin Red Man Corporation



3907428001

Invoice No: 3907428001  
Order No: 3907428  
Page: 1 of 1

Customer Order No: 11231	REL/REQ No:	Ordered By: JEFF ABBOTT	Date Shipped: 05/27/2014	Invoice Date: 05/28/2014
Customer Service Rep: GREGORY TOTTEN	Phone: (330)264-2131		Terms: NET 30 DAYS	
Customer No: 42315-0000	Servicing Branch: 042 - WOOSTER OH		Shipped Via: MRC TRUCK	
Sold To: KNG ENERGY INC 1700 WESTFIELD DR FINDLAY OH 45840		Ship To: KNG ENERGY INC 1700 WESTFIELD DR FINDLAY OH 45840		

PLEASE NOTE OUR NEW REMIT TO ADDRESS.  
THANK YOU

LINE	PART	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	DISCOUNT	NET PRICE	TOTAL PRICE
1	63310891	FT #12 YLW CU PE 30 SOLID TRACER WIRE 500FT METAL SPOOL PRINT #333 W/CAUTION	1000	FT	0.18		0.18	180.00
2	63071117	4 GFPC 6912158 2406 90 DEG ELL IPS SDR11/1.5 BF IAPMO 4" 90 Elgal	1	EA	11.46		11.46	11.46

1240' TRACER WIRE x .18 = 223.20

3 - 4" ELECTRO FUSION COUPLERS x 38.77 = \$116.31

REMIT TO	TAXES	OTHER CHARGES	INVOICE TOTALS
County: \$0.00	Misc: \$0.00	Sub-Total: \$0.00	\$191.46
City: \$0.00	Freight: \$0.00	Tax Total: \$0.00	\$0.00
State: \$0.00	Invoice Total: \$0.00		\$191.46

MCJUNKIN RED MAN CORPORATION  
P O BOX 204392  
DALLAS TX 75320-4392

If this order was placed under an existing written contract, the terms of such existing contract shall apply. Otherwise, this invoice and associated order(s), are subject to McJunkin Red Man Corporation's (MRC) General Terms and Conditions of Sale effective on the date of the order found at [www.mrcglobal.com](http://www.mrcglobal.com), which Terms and Conditions are hereby incorporated by reference. If you have problems with this website or have questions about the terms, contact MRC's Legal Department at [ContractReview@mrcglobal.com](mailto:ContractReview@mrcglobal.com).

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.



Global Supplier of Choice

ORIGINAL INVOICE

Red Man Corporation

3866487001

Order No: 3866487  
Page: 1 of 1

Customer Order No:  
11230 & 11231

REL/REQ No:

Ordered By:  
JEFF ABBOTT

Date Shipped:  
05/20/2014

Invoice Date:  
05/21/2014

Customer Service Rep:  
GREGORY TOTTEN

Phone:  
(330)264-2131

Terms:  
NET 30 DAYS

Customer No:  
42315-0000

Servicing Branch:  
011 - PITTSBURGH PA

Shipped Via:  
WILL CALL

Id To:

KNG ENERGY INC  
1700 WESTFIELD DR  
FINDLAY OH 45840

Ship To:

KNG ENERGY INC  
1700 WESTFIELD DR  
24HR ADVANCE NOTICE REQUIRED  
JEFF ABBOTT 419-424-3427  
FINDLAY OH 45840

PLEASE NOTE OUR NEW REMIT TO ADDRESS.

THANK YOU

SIGNED BY: BROWN - REL: 001

LINE	PART	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	DISCOUNT	NET PRICE	TOTAL PRICE
1	43952600	4 PERF 1002349 .391 VLVW 2406 GAS PIPE IPS 40 FT SDR11.5 ASTM-D2513	2320	FT	3.60		3.60	8352.00

4" GAS LINE 620' X 3.60 = \$2232.00

376

4" PE pipe

REMIT TO	TAXES	OTHER CHARGES	INVOICE TOTALS
MCJUNKIN RED MAN CORPORATION P O BOX 204392 DALLAS TX 75320-4392	County: \$0.00 City: \$0.00 State: \$0.00	Misc: \$0.00 Freight: \$0.00 Invoice Total: \$8,352.00	Sub-Total: \$8,352.00 Tax Total: \$0.00

This order was placed under an existing written contract. The terms of such existing contract shall apply. Otherwise, the invoice and associated order(s), are subject to McJunkin Red Man Corporation's (MRC) General Terms and Conditions of sale effective on the date of the order found at [www.mrcglobal.com](http://www.mrcglobal.com), which Terms and Conditions are hereby incorporated by reference. If you have problems with this website or have questions about the terms, contact MRC's Legal Department at [FactReNew@mrcglobal.com](mailto:FactReNew@mrcglobal.com).

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.



Global Supplier of Choice  
McJunkin Red Man Corporation

ORIGINAL INVOICE  
Inquiries to REBECCA BALL  
304-348-5229

1688

RE 75-1

Revised 8/31/12

Agreement No. and Date (ODOT Use Only):
---

Utility	KNG Energy	County (Counties)	HAN
Street Address	1700 Westfield Drive	Route No.	I-75
City, State, Zip	Findlay, OH 45840	Section	
Tax ID No.	34-1677962		
Work Order No.		PID #	
Date of Estimate	8/27/14	ODOT District	1
Estimate Version	Original Estimate	Name of Estimate Preparer	Sandra Roller

**PRELIMINARY ESTIMATE**

**A. Preliminary Engineering**

1. Labor		
a. Salaries and Wages	\$ 4,000.00	
b. Fringe Benefits to Labor		
c. Meals, Lodging and Travel		
d. Subconsultant Engineering		\$ 4,000.00
2. Supplies		
3. Transportation		
4. Total Preliminary Engineering		\$ 4,000.00

**B. Right of Way Acquisition**

1. Property Costs		
2. Labor		
a. Salaries and Wages		
b. Fringe Benefits to Labor		
c. Meals, Lodging and Travel		
d. Subcontracted Right of Way Acquisition		\$ -
3. Supplies		
4. Transportation		
5. Total Property Costs		\$ -

**C. Temporary Construction**

1. Labor		
a. Salaries and Wages		
b. Fringe Benefits to Labor		
c. Meals, Lodging and Travel		
d. Subcontracted Construction		\$ -
2. Material (Itemized)		
a. New Stock Materials		
b. Purchased Materials		
c. Salvage		
d. Material Handling Rate/Stores (Stock Materials Only)		\$ -
3. Equipment		
a. Utility Owned		
b. Rented		\$ -
4. Total Temporary Construction		\$ -



D. Permanent Construction

1. Labor

- a. Salaries and Wages
- b. Fringe Benefits to Labor
- c. Meals, Lodging and Travel
- d. Subcontracted Construction

_____	
_____	
_____	
<u>\$ 11,000.00</u>	<u>\$ 11,000.00</u>

2. Material (Itemized)

- a. New Stock Materials
- b. Purchased Materials
- c. Salvage
- d. Material Handling Rate/Stores (Stock Materials Only)

_____	
<u>\$ 2,622.12</u>	
_____	
_____	<u>\$ 2,622.12</u>

3. Equipment

- a. Utility Owned
- b. Rented

_____	
_____	
_____	<u>\$ -</u>

4. Total Permanent Construction

\$ 13,622.12

E. Construction Engineering and Inspection

1. Labor

- a. Salaries and Wages
- b. Fringe Benefits to Labor
- c. Meals, Lodging and Travel
- d. Subconsultant Engineering

<u>\$ 9,800.00</u>	
_____	
_____	
_____	<u>\$ 9,800.00</u>

2. Supplies

3. Transportation

4. Total Construction Engineering

\$ 9,800.00

F. Accounting/Billing

1. Labor

- a. Salaries and Wages
- b. Fringe Benefits to Labor

<u>\$ 500.00</u>	
_____	

4. Total Accounting/Billing

\$ 500.00

G. General and Administrative Overhead

Allowable G&A Overhead in Accordance with 23 CFR 645.117(d) and 48 CFR 31.

H. Total Costs

\$ 27,922.12

I. Less Betterment (Must be a credit balance)

J. Less Accrued Depreciation (Must be a credit balance)

K. Total Allowable Actual Cost per 23 CFR 645.117

\$ 27,922.12

Total Units Relocated	<u>600</u>
Total Units Reimbursable to Utility	<u>600</u>
Percentage Utility Participation	<u>0.00%</u>
Percentage ODOT Participation	<u>100.00%</u>

Estimated Utility Participation	<u>-</u>
Estimated ODOT Participation	<u>\$ 27,922.12</u>

KNR Energy - - I-75 - - Original Estimate as prepared by Sandra Roller.



1. Will the Utility subcontract any portion of the relocation?

Yes	No
✓	

If yes, please complete the following and attach estimates provided by each listed subcontractor. If the subcontractor is under continuing contract or agreement with the utility, please provide the agreement to support the estimated costs.

Name of Subconsultant/Subcontractor	Type of Work Performed	Estimated Cost
MAJAAC, Inc.	Relocate natural gas pipeline	\$ 11,000
		\$ 11,000

2. Does this estimate include the use of overtime labor for the utility or any subcontractor?

Yes	No
	✓

If yes, please detail the number of estimated overtime hours and associated overtime premium costs for the utility and each vendor.

Utility/Subcontractor	OT Hours	OT Premium Costs
	-	\$ -

I hereby acknowledge that State or Federal funds will be used to reimburse the utility for the allowable costs of the utility relocation listed above.

Accordingly, I hereby certify that the costs used to create this estimate are in accordance with the executed Master Utility Reimbursement Agreement between ODOT and the Utility, all applicable laws, regulations and policies, including but not limited to 23 CFR 645, 48 CFR 31, the Buy America requirements contained in 23 USC 313 and 23 CFR 635.410, the ODOT Office of Real Estate Utilities Manual, and other applicable Federal, State, and ODOT regulations or policies. I also certify that this estimate contains no contingencies or premium labor costs unless clearly proposed in this estimate.

I further acknowledge that costs submitted for reimbursement that do not comply with the above guidance will not be reimbursed by ODOT.

By checking box, utility agrees to conform to the "Buy America" policy. If box is unchecked, ODOT cannot process utility billing for final payment.

"Buy America" requires: "STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES". Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in CFR 635.410. "United States" means the United States of America and includes all territory, continental or insular, subject to jurisdiction of the United States.

**Federal Requirements:** All steel or iron products incorporated permanently into the utility relocation work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material and is not acceptable.

**Proof of Domestic Origin:** Furnish documentation to the ODOT District Utility Coordinator showing the domestic origin of all steel and iron products covered by this section before they are incorporated into the utility relocation work. If "Buy America" regulations are not adhered to, then any relocation work will not be reimbursed.

Note: The completed Checklist and other required materials should accompany this estimate when sent to the ODOT District office.

[Go To Checklist Tab](#)

(Utility Name - Print or Type)

KNG Energy

(Print or Type)

Name

Sandra L. Roller

Title

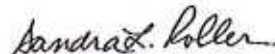
President

Phone #

419-424-3427

Email

[sroller@knqenergy.com](mailto:sroller@knqenergy.com)



8/27/2014

\_\_\_\_\_  
Authorizing Signature

(Please print and submit with other requested documentation)

For ODOT Use Only

\_\_\_\_\_  
Print Name (ODOT Authorization)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Acceptance of Estimate by Authorized ODOT Personnel

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

RLG Findlay-II LTD & GCG Findlay-II LTD  
8163 Old Yankee Road, Suite B, Dayton, Ohio 45458

hereinafter called "Grantor" whether one or more, does hereby grant and convey unto KING Energy, Inc. of 1700 Westfield Drive, Findlay, Ohio 45840, hereinafter called "Grantee" an easement and right-of-way to lay, maintain, operate, replace, relocate, and remove pipelines, together with drips, valves, measuring and regulating equipment and other appurtenances thereto, for the transportation of natural gas on, over, through and across the property described below situated in, City of Findlay, Hancock County, Ohio, and described as follows:

SE ¼, Section 11, T1N, R10E, said lands as more fully described in Official Record Volume 2210, Page 1888-1889 of the Hancock County Recorder's Office and now known as Sub Lots Numbers One (1), Two (2), Three (3), Four (4) and Five (5) in Independence Square (see Hancock County Plat Volume 21, Pages 90-91); said Easement strips as delineated on Dwg. No. OH053624 attached hereto and made a part hereof. Be it further understood by the parties hereto that the final centerline of said Easement strips shall be evidenced by the facilities as installed per the approximate location delineated on Dwg. No. OH053624. Tax Parcels Nos. 580001021851, 58000102852, 580001021853, 580001021854 and 620000057420.

Grantor shall continue to have full use and enjoyment of the property except for the purposes herein granted to Grantee. All pipe is to be buried so as to not interfere with the development of the land. Any damage caused by Grantee to existing conditions and improvements during construction or maintenance of the pipeline will be repaired by Grantee. The Easement granted hereunder is a permanent easement and will continue in full force and effect as long as the Easement is used by the Grantee, its successors and assigns. Traffic must be maintained on west drive during any maintenance or relocation of the pipeline.

Grantor hereby grants reasonable right of ingress or egress so that Grantee may maintain the easement and right-of-way in accordance with good industry practice.

This right-of-way shall be binding upon and inure to the benefit of Grantor and Grantee and their heirs, personal representatives, successors and assigns, as this grant contains and expresses all of the agreements and obligations of the parties hereto and no covenant, agreement or obligation not expressed herein shall be imposed upon the parties hereto.

This is a non-exclusive easement. Grantor reserves the right to grant additional utility companies (public or private) the right to install utilities within the easement.

Grantor reserves the right at its own cost to relocate the easement. Grantor reserves the right to pave over the easement and to install "non-building" development as approved by Grantee. No permanent above ground structures other than asphalt will be allowed in the easement.

200800007807  
KING-ENERGY INC  
1700 WESTFIELD DR  
FINDLAY OH 45840

RLG Findlay-II LTD

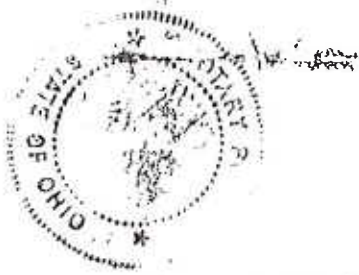
By:

Grantor Signature:

[Signature]  
Randall L. Gunlock, Managing Member

STATE OF OHIO, COUNTY OF Montgomery ss:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2008 by Randall L. Gunlock, the Managing Member of RLG Findlay-II Ltd., an Ohio limited liability company, on behalf of the company.



[Signature]  
Notary Public

(printed/stamped name) Jennifer D. Shields, Notary Public  
In and for the State of Ohio

Commission Expires: My Commission Expires 4-21-10

Grantor(s) signed this Easement on the 8<sup>th</sup> day of May, 2008

6-66

~~RLG~~ Findlay-II LTD

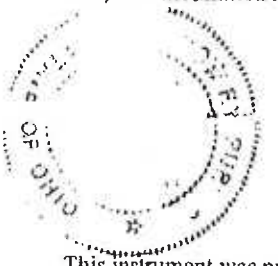
By:

Grantor Signature:

[Signature]  
Glenn C. Gunlock, Managing Member

STATE OF OHIO, COUNTY OF Montgomery ss:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2008 by Glenn C. Gunlock, the Managing Member of ~~RLG~~ Findlay-II Ltd., an Ohio limited liability company, on behalf of the company.



[Signature]  
Notary Public

(printed/stamped name) Jennifer D. Shields, Notary Public  
In and for the State of Ohio

Commission Expires: My Commission Expires 4-21-10

This instrument was prepared by:  
Sandra L. Roller  
KNG Energy, Inc.  
1700 Westfield Drive  
Findlay, Ohio 45840

200800007807  
Filed for Record in  
HANCOCK COUNTY OHIO  
ANITA H MUSGRAVE  
07-18-2008 At 11:57 am.  
EASEMENT RW 44.00  
OR Book 2343 Page 1779 - 1782