

AMENDED RELOCATION AND REIMBURSEMENT AGREEMENT

Dated: July 22, 2004

Project: Nall Avenue Street Improvements -- 135th Street to 143rd Street
Overland Park Project TH 46 N-0281-01

General Location: Magellan Tracts: 136-JO-08
 Section 4,
 Township 14 South,
 Range 25 East,
 Johnson County, Kansas

WHEREAS MAGELLAN PIPELINE COMPANY, LLC, predecessor in interest to Great Lakes Pipeline Company, Williams Brothers Pipeline Company, Williams Pipeline Company and Williams Pipe Line Company LLC, whose address is Magellan Pipeline Company, LLC P.O. Box 22186, MD 720-A, Tulsa, OK 74121-2186, (hereinafter MPL), and the City of Overland Park, Kansas, (hereinafter called "CITY"), whose address is 8500 Santa Fe Drive, Overland Park, Kansas 66212. MPL and CITY are referred to individually as "Party" and collectively as "Parties", entered Relocation and Reimbursement Agreement dated June 18, 2004, herein after the "Agreement".

WHEREAS per the terms of the Agreement, MPL agreed to relocate a portion of its Kenneth to Argentine #1-6" pipeline and the CITY agreed to pay 69% of MPL's estimate of \$173,000 for the cost of relocation after completion of the work.

WHEREAS the Parties have agreed that it is in the best interest of both parties that MPL delay the relocation of its pipeline so the project timeline can be met for the CITY.

Therefore the parties hereby agree to the following.

MPL will cut and remove approximately 360 feet of its pipeline to accommodate the widening of Nall Avenue in conformance with Paragraph 1 of the Agreement.

MPL shall reduce its estimate of \$173,000 by its 10% contingency to \$155,700.

CITY shall contemporaneously with the execution and delivery of this document, pay to MPL \$107,433.00, which is CITY's agreed percentage of 69% of the total direct and indirect costs of MPL's Work.

MPL shall bear the final cost of the removal of the 360 feet of pipeline to accommodate the widening of Nall Avenue and the final cost to relocate the pipeline in the future.

Paragraph 5, 7, 8, 9 and 13 of the Agreement are hereby deleted and replaced as amended above.

The CITY has executed this Agreement by its Director of Public Works, who is authorized to approve and execute such utility relocation agreements by Charter Ordinance No. 78 dated March 5, 2001, Ordinance No. CM-2290 dated May 14, 2001, and COP 247 dated June 13, 2001.

This Agreement shall inure to the successors and assigns of the parties hereto, without written consent or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, as of the dates indicated below:

MAGELLAN PIPELINE COMPANY, LLC

By: Magellan Midstream Partners L.P., Its Sole Member

By: WEG GP LLC, Its General Partner

CITY OF OVERLAND PARK KANSAS

By: _____

Suzanne Dodson
Project Manager

By: _____

Robert D. Lowry, P.E.
Director of Public Works

Date: _____

Date: 2/27/04

Approved As To Form: _____

Name: Robert J. Watson

_____ City Attorney