

AGREEMENT FOR UTILITY RELOCATION  
BLAIR EXECUTIVE AIRPORT(BTA)  
Blair, Nebraska  
AIP PROJECT NO. 3-31-0109-025/026/027/028

THIS AGREEMENT, made on the date indicated below, by and between Cox Communications, Inc, hereinafter called the Utility, and the Blair Executive Airport Authority of Blair, Nebraska, hereinafter called the Airport.

WHEREAS, Blair Airport Authority has established an airport in Blair, Nebraska, and

WHEREAS, a service line and appurtenances of the Utility have been constructed to serve the Airport and adjacent properties along County Roads 35 and 38 and will be in conflict with the construction of the Runway 13 extension and County Roads 35 and 38 relocation, and

WHEREAS, the Airport has coordinated with the Utility to move the said utility line and appurtenances in the areas that conflict with the Runway 13 extension and relocation and construction of County Roads 35 and 38.

NOW THEREFORE, the parties hereto agree as follows:

- 1 . The Utility agrees to relocate said utility and appurtenances as shown on the attached drawing marked Exhibit "A"- Utility Removal Boundary Plan - COX and relocate said underground utility lines and appurtenances within the newly relocated/dedicated County Roads 35 and 38 right of way shown on the attached drawing marked Exhibit "B"-Relocated County Roads 35 and 38 Right of Way Boundary Plan , which are attached hereto and made a part hereof. The work is to be done as promptly as possible upon notice to proceed by the Airport at cost not to exceed \$86,867.60, breakdown as shown on Exhibit C.
2. The Utility agrees to comply with all laws, government rules, ordinances, regulation orders or decrees, easements and required permits regulating the lowering of said utility. The Utility shall hold harmless the Airport or its authorized agents against any claim or liability resulting from work performed pursuant to this agreement, whether such work is accomplished by the Utility or by its employees, subcontractors, or agents.
3. The Airport agrees to reimburse the Utility the actual cost of construction for the actual non-betterment costs for moving said utility line not to exceed \$86,867.60. It is further agreed that upon completion of the work, the Airport's Engineer shall be notified. The Airport agrees to pay the Utility for actual non-betterment costs within 30 days of receipt of an itemized final job cost statement.

4. It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Federal Aviation Administration before any Federal or project funds are obligated. It is further agreed by both parties hereto that upon reasonable request their cost records for the work will be made available to representatives of the Airport or the United States Government.

IN WITNESS WHEREOF the parties hereto have executed this agreement on

\_\_\_\_\_, 2026.

Blair Executive Airport Blair Airport Authority  
Blair, Nebraska

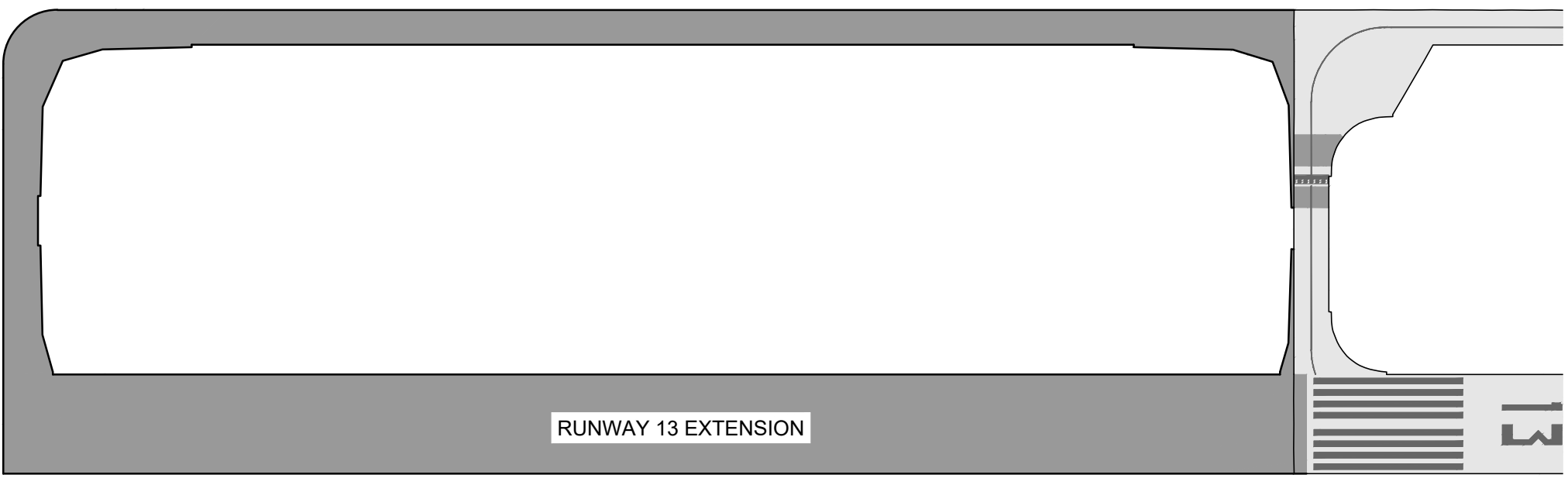
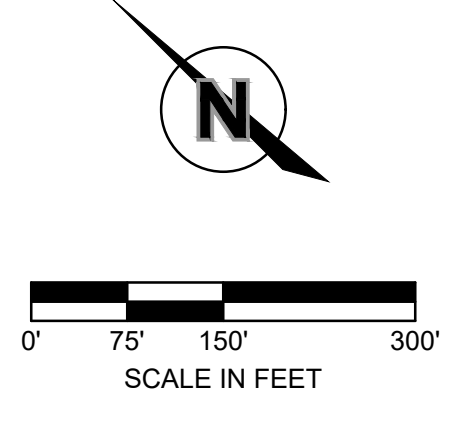
By: \_\_\_\_\_  
David E. Johnson

Cox Communications, Inc.

By: \_\_\_\_\_

Printed Name \_\_\_\_\_





**LEGEND**  
DEDICATED RIGHT-OF-WAY BOUNDARY

PROJECT NO: 025-01994  
DRAWN BY: JTO  
DATE: 01.09.2026

**BLAIR EXECUTIVE AIRPORT  
RELOCATED COUNTY ROADS 35 AND 38  
RIGHT-OF-WAY BOUNDARY PLAN**

**olsson**  
601 P Street, Suite 200  
P.O. Box 84608  
Lincoln, NE 68508  
olsson.com  
TEL 402.474.6311  
Olsson - Engineering  
Nebraska COA #CA-0638

EXHIBIT  
B

F:\2025\01\01\_02050025-01\0404\Design\ExhibitB\01-09\01\BlairExecRW\_Boundaries.dwg DATE: Jun 13, 2026 1:29pm USER: jto

Date: 2/19/26

Recipient Name FAA/Olsson  
Company Name  
Company Address  
City,ST ZIP Code



To Whom It May Concern,

**Reference Number:** CR- NA  
**Referenced Project:** Blair Executive Airport  
**Response:** **CONFLICTS IDENTIFIED**

The amounts below are an estimate of itemized costs and may not represent the actual amount:

Materials: 9,790.40  
Labor: 74,702.95  
Design/Engineering: 2,374.25

**TOTAL PROJECT COST: \$ 86,867.60**

All checks should be made to: **COX Communications**  
Send payments and reimbursement letter to:

**COX Communications**  
**Attn: FES (Construction Support) 11811**  
**E. 51st St.**  
**Tulsa, OK 74146**

Cox Communications (Cox) has received and reviewed the 100% sign stage plans you submitted for the above-referenced Project. Based on the documentation you submitted, Cox finds one or more conflicts exist between the proposed Project and Cox infrastructure and/or communication facilities (Facilities) within the identified area of Project construction or development.

To remove or minimize conflicts, please allow at least 90 days for Cox to complete this work from the date payment is received and a plan is agreed upon for any Cox Facilities requiring relocation. Prior to relocation, should Project construction activities occur in the immediate vicinity of the conflict(s), it will be your responsibility to conduct potholing and to properly protect Cox's Facilities. Cox requests that a minimum of 12 inches of vertical and horizontal separation from existing Cox Facilities be maintained at all times.

Please note, Cox has made no determination as to the accuracy of the drawings or plans you submitted. You are solely responsible for complying with all utility locate laws (IE., 811 Locate Services, One Call, etc.) to verify the location of all utilities, including Cox Facilities, which may be in the area of the Project. Throughout the duration of the Project, should Project construction activities occur outside the identified area and near other Cox Facilities, it will be your responsibility to notify Cox and to assure such Cox Facilities are supported, protected or otherwise remain undisturbed.

If you have any questions or require additional information, please contact our Corporate Traffic Management center at [constructionsupport@cox.com](mailto:constructionsupport@cox.com).

Sincerely,

Cox Communications' Construction Engineering Team