

STATE OF KANSAS

Tracts 16840-A & 29072-A

COUNTY OF DOUGLAS

RELOCATION AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT, entered into by and between **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.** (formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company), a Delaware Corporation with its principal place of business being 4700 Highway 56, Owensboro, Kentucky or P. O. Box 20010, Owensboro, Kentucky 42301 and 42304 respectively, hereinafter referred to as "**COMPANY**" and the **City Of Lawrence**, a Municipal Corporation of Douglas County, in the State of Kansas with its principal place of business at 6 East 6th Street, Lawrence, Kansas 66044, hereinafter referred to as "**OWNER**",

WITNESSETH:

WHEREAS, COMPANY is the owner of a 4-1/2-inch natural gas pipeline and easement, therefore across the following land to wit:

The Northwest Quarter (NW ¼) of Section 17, Township 12 South, Range 20 East in Douglas County, Kansas.

by virtue of an Easement from The State Board of Regents for the University of Kansas, Lawrence, Kansas to Cities Service Gas Company, dated April 9, 1937 and recorded in Volume 137, Page 506 Register of Deeds Office, Douglas, County, Kansas and by virtue of an Easement from Kansas University Endowment Association, to Cities Service Gas Company, dated June 24, 1967 and recorded in Book 252, page 59, Register of Deeds Office, Douglas County, Kansas. , and

WHEREAS, the Owner is in possession of and owns the following described land to wit:

The Northwest Quarter (NW1/4) of Section 17, Township 12 South, Range 20 East of the Sixth Principal Meridian, in the city of Lawrence, Douglas County, Kansas, more particularly described as follows:

TRACT "A"

Beginning 1323.95 feet North of the Southwest corner of Section 17, Township 12 South, Range 20 East; thence North 0 degree 00 minutes West, 372 feet; thence North 33 degrees 43 minutes 21 seconds East 411.39 feet; thence North 54 degrees 53 minutes 28 seconds East 274.37 feet; thence North 63 degrees 43 minutes 38 seconds East 561.81 feet; thence North 31 degrees 09 minutes 30 seconds East 905.90 feet; thence North 18 degrees 56 minutes 28 seconds East 496.36 feet; thence North 7 degrees 53 minutes 00 seconds East 285.94 feet; thence North 89 degrees 59 minutes 15 seconds East 164.4 feet; thence North 19 degrees 31 minutes 10 seconds East 892.32 feet; thence South 70 degrees 28 minutes 50 seconds East 500.0 feet; thence South 19 degrees 31 minutes, 10 seconds West 714.95 feet; thence North 89 degrees 59 minutes 15 seconds East 328.27 feet; thence South 0 degrees 06 minutes 22 seconds East 2646.35 feet; thence South 89 degrees 56 minutes 48 seconds West, 2654.32 feet to the point of beginning, except that part lying within Douglas County Road No.88, containing 116.10 acres more or less.

Tract "B"

Beginning at the Southeast corner of Section 17, Township 12 South, Range 20 East; thence South 89 degrees 55 minutes 48 seconds West, 3320.96 feet, to the Southwest corner of the East one-half of the Southeast quarter of the Southwest quarter of said Section 17, thence North 0 degrees 04 minutes 46 seconds West, 1323.37 feet, to the North line of said quarter section; thence North 89 degrees 56 minutes 48 seconds East, 663.58 feet, to the center of said Section 17; thence North 0 degrees 06 minutes 22 seconds West along said center of Section 17, 2646.35 feet; thence South 89 degrees 59 minutes 15 seconds West, 328.27 feet; thence North 19 degrees 31 minutes 10 seconds East 714.95 feet; thence North 70 degrees 28 minutes 50 seconds West, 500.00 feet; thence South 19 degrees 31 minutes 10 seconds West 892.32 feet; thence South 89 degrees 59 minutes 15 seconds West, 164.94 feet; thence North 26 degrees 11 minutes 56 seconds West 1475.14 feet, to the North line of said Section 17; thence South 89 degrees 59 minutes 36 seconds East along the North line of said section, 1902.30 feet; thence South 19 degrees 31 minutes 10 seconds West 288.83 feet; thence South 26 degrees 11 minutes 56 seconds East, 5089.37 feet; thence South 34 degrees 43 minutes 47 seconds East 502.50 feet, to the east line of said Section 17; thence South 0 degrees 12 minutes 44 seconds East along the east line of said Section 17, 37.69 feet to the point of beginning, except that part lying within Douglas County Road No. 23, 40 and U. S. Highway 24 and 40, containing 206.54 acres more or less.

WHEREAS, the Owner has requested COMPANY relocate and replace/bore 1153 feet 4-1/2" pipe with new ARO coated pipe. This is due to a request from the Government due to cuts between the runways.

WHEREAS, under the terms of this agreement COMPANY is willing to relocate its pipeline to accommodate said improvement;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, COMPANY and OWNER agree as follows:

1. Under the terms of this agreement, COMPANY will:

Relocate a segment of its 4-1/2 inch pipeline and easement to the location described in Southern Star Central Gas Pipeline Drawing KDO-103 dated 10/11/2007, with a revision of the runway 15-33 centerline station dated 10/17/07, attached to and made a part of this agreement.

2. Owner agrees to reimburse COMPANY 100 % of the actual costs and charges of relocating its pipeline. The total estimated costs and charge of which is \$333,000. COMPANY estimate, however, shall not be considered a maximum or a minimum.
3. At time of the execution of this Agreement OWNER shall advance to COMPANY \$333,000.00 which represents 100 % of the total estimated cost, which shall be credited to the obligation to OWNER herein.
4. COMPANY reserves the right to revise its cost estimate and the right, upon written demand, to secure additional advances from OWNER in the event that the OWNER alters the development plan in any manner or changes the scope of work or in the event that COMPANY encounters any change in conditions which, in COMPANY opinion, increases the cost of performing the work.
5. In the event the actual costs and charges for which OWNER is obligated exceed the sum to be advanced herein, OWNER shall pay to COMPANY the balance due within 30 days of the date of COMPANY invoice.
6. In the event the actual costs and charges for which OWNER is obligated is less than the sum to be advanced herein, COMPANY shall return to OWNER the balance of the amount advanced within 30 days of the date that COMPANY closes its books on the project, but in no event later than 150 days after COMPANY completes the relocation work required hereunder.
7. COMPANY shall have the right to stop its relocation work, without obligation or liability, in the event OWNER fails to make additional advances as requested by COMPANY.
8. In the event OWNER, for whatever reason, requires additional work to be done or material to be used by COMPANY not contemplated by or included in COMPANY estimate, OWNER agrees to pay COMPANY all additional direct and indirect costs incurred by COMPANY to satisfy such additional requirements made by OWNER.
9. Subject to natural gas throughput commitments and to the provisions of paragraph 14 herein, COMPANY will endeavor to commence performance of the work contemplated by this Agreement as soon as reasonably possible, provided that COMPANY shall not be obligated to commence or continue performance of the work in the event, in COMPANY opinion, weather conditions or an event of force majeure prevents such work from being performed by COMPANY or its contractor. In no event shall COMPANY be liable for any consequential or incidental damages to OWNER or any other person or entity, including, without limitation, any third party beneficiary.
10. After COMPANY has advised OWNER that the relocation of the pipeline has been completed, OWNER shall be permitted to begin construction of its improvement project to the extent permitted herein. OWNER shall notify COMPANY at least 48 hours prior to commencing work on COMPANY easement by calling COMPANY'S Tonganoxie District Office at (913) 845-5000.
11. All work on COMPANY easement shall be performed in a workman like Manner and in compliance with acceptable governmental and industry standards and codes.

12. OWNER acknowledges that the natural gas pipeline is cathodically protected and hereby relieves COMPANY of any liability for damage to any of the encroachments described herein due to said cathodic protection.
13. In the event it shall become necessary for either party to commence litigation to enforce any provision of this Agreement, the cost of attorney's fees and attendant expenses will be payable by the unsuccessful party.
14. The terms of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, or their successors and assigns. The obligations of Parties herein shall survive the termination of this Agreement.

IN WITNESS WHEREOF, we hereunto set our hands and deals on the day and year below our signatures indicated.

THE CITY OF LAWRENCE, KANSAS

By: _____

Date: _____

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____
Robert S. Bahnick, Senior Vice President Operations

Date: _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF: KANSAS)
) SS
COUNTY OF: DOUGLAS)

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2007, personally appeared, _____ who being duly sworn, did say that _____ is the _____ of the CITY OF LAWRENCE, KANSAS, and that said instrument was signed on behalf of said County/City by authority of its County/City Council and said _____, acknowledged said instrument to be the free act and deed of said County/City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year above written.

Notary Public

SEAL

My Commission Expires: _____ .

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF KENTUCKY

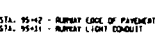
COUNTY OF DAVIESS

On this _____ day of _____, 2007, before me, the undersigned officer, personally appeared Robert S. Bahnick, who acknowledged himself to be the Senior Vice President, Operations of SOUTHERN STAR CENTRAL GAS PIPELINE, INC. and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President, Operations.

In witness whereof, I hereto set my hand and official seal.

Notary Public

My Commission Expires: _____.

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