

STATE OF KANSAS

Tract #16840-A &
#29072-A

COUNTY OF DOUGLAS

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
RIGHT OF WAY AND EASEMENT AGREEMENT**

For and in consideration of the sum of Ten and 00/100 Dollars and other valuable consideration receipt of which is hereby acknowledged, **THE CITY OF LAWRENCE OF DOUGLAS COUNTY, KANSAS**, a Municipal Corporation, herein called Grantor (whether one or more), whose mailing address is Six East Sixth Street, Lawrence, Kansas, hereby grants sells conveys and warrants unto **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**, a Delaware corporation, whose mailing address is P. O. Box 20010, 4700 Highway 56, Owensboro, Ky. 42304 and 42301 respectively, its successors and assigns, herein called Grantee, an easement and right of way, sixty-six (66) feet in width, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, and remove a pipeline, together with necessary valves, cathodic equipment, and appurtenances thereto, at any time or times for the transportation of liquids, gases, and/or solids upon and along a route or routes to be selected by Grantee, on, over and through the following described land located in the County of Douglas, State of Kansas, to wit:

A tract of land lying in the Northwest Quarter (NW ¼) of Section 17, Township 12 South, Range 20 East, in the City of Lawrence, State of Kansas, being 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.

together with the right of ingress and egress to, from, and along such easement and right of way and the right to use existing roads for the aforesaid purposes. In the exercise of the rights granted herein, Grantee shall have the right to use temporary workspace along and adjacent to said easement and right of way as reasonably necessary in connection with the aforesaid purposes.

The centerline of the easement and right of way conveyed by this instrument is more particularly described on Southern Star Central Gas Pipeline drawing number KDO-103, dated October 11, 2007, which is attached and made a part of this agreement.

Grantee agrees to pay or cause payment to be made for damages to crops, timber and improvements of Grantor directly resulting from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush removed from the pipeline easement and right of way by Grantee.

Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee.

Grantor shall not nor shall Grantor permit others to construct, create or maintain any road, reservoir, excavation, obstruction, structure, building, or improvement of any kind, or change the land grade on, over, along, or across the area of the easement and right of way without the prior written permission of Grantee. The Grantor assumes and shall defend, indemnify and hold harmless the Grantee from all cost, loss, damage, expense or claim of any nature arising from any acts or existence of structures of Grantor so permitted by Grantee.

Any pipeline constructed under this instrument shall be buried to a minimum depth of thirty-six (36) inches below the surface of the ground.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption of said state.

The easement and right of way herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, right of way and privileges unto the Grantee until such time as Grantee releases or relinquishes, in writing, its rights herein granted.

WITNESS THE EXECUTION HEREOF THE ____day of _____, 2007

GRANTORS:

THE CITY OF LAWRENCE, KANSAS

By: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF KANSAS

COUNTY OF DOUGLAS

On this ____ day of _____, 2007, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

,Notary Public

My Commission Expires: _____

