

STATE OF KANSAS

Tracts: 18229, 18228  
18288

COUNTY OF SEDGWICK

Line: TG

### ENCROACHMENT AGREEMENT

**THIS AGREEMENT**, entered into by and between **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**, (formerly Williams Gas Pipelines Central, Inc., Northwest Central Pipeline Corporation and Cities Service Gas Company), a Delaware Corporation with its principal place of business at P.O. Box 20010, Owensboro, Kentucky 42304, hereinafter referred to as "**Company**" and **SEDGWICK COUNTY BOARD OF COMMISSIONERS**, Sedgwick County, Kansas, hereinafter referred to as "**County**",

#### WITNESSETH:

**WHEREAS**, COMPANY is the owner of one (1) twenty inch (20") natural gas pipeline, with Fifty foot (50') easements therefore across the following land (the "described lands"), to wit:

The East Half (E/2) of Northeast Quarter (NE/4), and Northwest Quarter (NW/4) of Northeast Quarter (NE/4), and the East Half (E/2) of the Northwest Quarter (NW/4), all in the Section Twenty-Three (23) in Township Twenty-Eight (26) South, Range One (1) East, Sedgwick County, Kansas,

By virtue of certain Right of Way Agreement granted to Cities Service Gas Company by E.F. Bryans and Myrtle B. Bryans, husband and wife, dated October 7th, 1943, and recorded in Book 173 at Page 81; and certain Partial Release granted to Cities Service Gas Company by A.F. Casado and Ardeen B. Casado, husband and wife, and Luis A. Casado and Vera J. Casado, husband and wife dated October, 2 1978, and recorded in Book 333 at Page 68; and certain Right of Way Agreement

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granted to Cities Service Gas Company by E.L. Smiley dated September 14th, 1943, and recorded in Book 165 at Page 407, and an certain Partial Release granted to Cities Service Gas Company by George L. Williams and Opal Williams, dated June 23rd, 1980, and recorded in Book 428 on Page 899; and certain Right of Way Agreement granted to Cities Service Gas Company by W.H. Trickey and Lucinda E. Trickey, husband and wife, dated September 14th, 1943, and recorded in Book 165, Page 409 on October 7th, 1943; and Memorandum of Agreement with Sedgwick County Board of County Commissioners dated July 1st, 1952 to Cities Service Gas Company, in Book 291 on Page 564, recorded on July 16th, 1952, all in the records of the Register of Deeds of Sedgwick County, Kansas.

**WHEREAS**, County owns:

Street right-of-way, East 47<sup>th</sup> Street South between Clifton Street and Oliver Street located in Northeast Quarter (NE/4), and East Half (E/2) of Northwest Quarter of Section Twenty-Three (23), Township Twenty-Eight (28) South, Range One (1) East, Sedgwick County, Kansas,

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and the covenants herein made by the County, Company is willing to accommodate the encroachment of the following items within its easement: Concrete shared use path, concrete drive, retaining wall, RFB storm sewer extensions, pursuant to those plans titled Department of Transportation Plan and Profile of Proposed Shared Use Path, project no. 87 TE-0433-01, dated September 6th, 2017, sheets 1, 4-10, 77-85, prepared by Sedgwick County Public Works, Wichita, Kansas.

1. County will install ten feet (10') wide concrete shared path along South Clifton Avenue and 47<sup>th</sup> Street South that will parallel and cross Company's twenty inch (20") pipeline between street stationing 19+00 to 54+43. Segments of the path will encroach upon Company's easement with the minimum separation between the path and pipeline of three feet (3') to twenty-five feet (25'). Shared path will cross over Company's pipeline at street stationing 20+00. County will improve access drives with curb and gutter and install a new driveway at street stationing 32+50. Company will retain the right, including without limitation, to cut all present and proposed shared path(s), driveway(s), and the Company will have no liability and/ or responsibility for any and all damages, restoration, loss of use or limited access, if any.
2. County will install a block retaining wall from street stationing 38+20 to 40+30 and said retaining wall will be no closer than nine feet (9') to Company's pipeline. Company will retain the right, including without limitation to cut the proposed block wall, and the Company will have no liability and/ or responsibility for any and all damages, restoration and/ or loss of use, if any.

3. County will extend three (3) existing storm sewer boxes fourteen foot (14') by five foot (5') at street stationing 46+31 for a total length of thirty-one feet (31'). Company will provide 30 days' notice, unless a pipeline emergency dictates otherwise, for County to will remove storm sewer structures in the event Company has to perform maintenance, inspection, and/or replacement work on its pipeline. The County will be responsible for any and all costs associated with the removal and the reinstallation of the storm sewer. The County will indemnify Company from any and all claims associated with the storm sewer being out of service while Company works on its pipeline and/ or within its easement.
4. In the event, during the exercise of its easement rights to construct, operate and maintain the pipelines and appurtenances, Company or its contractors destroy or damage the encroachments herein permitted, all such damages to said permitted items shall be the sole responsibility of County except to the extent of Company's negligence in such action.
5. County agrees and understands that its contractor shall furnish a list of Wheeled Equipment with manufacturer maximum loaded weight ratings per axle; a list of Track Equipment with operating weight, width of track shoe in inches and length of track on ground in feet, in order for Company to calculate a load study for any equipment crossing pipeline. Equipment list will be sent for review to Southern Star Central Gas Pipeline, Inc. Attn: Land Dept, 9120 S. Meridian Street, Haysville, Kansas 67060 or by email to [Mike.Degraeve@sscgp.com](mailto:Mike.Degraeve@sscgp.com)
6. County's General Contractor shall notify Company at least forty-eight (48) hours prior to commencing work on Company's easement by calling the Kansas One-Call System at 1-800 344-7233.
7. County agrees to indemnify, save and hold Company, its parent and affiliates and the employees, officers, directors and agents thereof, harmless from and against any loss, cost or expense incurred by Company, including without limitation losses resulting from claims for damages to property or injuries to or deaths of persons, judgments, court costs and attorneys' fees which arise out of, or are claimed to have arisen out of, the construction, maintenance or other operations of County's, its contractors and subcontractors, on the Company easement upon County's property, unless such loss, cost or expense is directly caused by the sole negligence of Company, its contractors and/or subcontractors.

8. Prior to commencement of work on the Company's easement of the above reference work, the General Contractor selected by the City shall provide Company certificates of insurance, which may be from the City or from its Contractor, expressly naming Southern Star Central Gas Pipeline, Inc. as an additional insured and evidencing coverage in the amount of one million dollars (\$1,000,000.00) general liability, one million dollars (\$1,000,000.00) auto liability, and workers compensation insurance as required by Kansas law for the construction of the facilities described herein, and containing thirty (30) days prior written notice of cancellation. County's obligation to provide the insurance coverage described herein shall terminate following the completion of the construction work described herein. Certificates will be submitted to the following address:

Southern Star Central Gas Pipeline, Inc.  
Attn: Tracy Massina (Project # 87 TE-0433-01)  
4700 KY. Hwy. 56  
P.O. Box 20010  
Owensboro, KY. 42304

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 the Parties herein shall survive the termination of this Agreement.

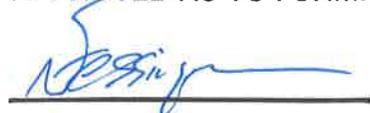
IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

COUNTY:

SEDGWICK COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Date: \_\_\_\_\_  
David M. Unruh  
Chairman, Sedgwick County Board of County Commissioners

APPROVED AS TO FORM:



COMPANY:

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Shawn Patterson  
Vice-President Operations & Chief Officer

**ACKNOWLEDGEMENT FOR CORPORATION**

STATE OF KANSAS

COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared David M. Unruh, who being by me duly sworn, did say that he is Chairman, Sedgwick County Board of County Commissioners, duly organized in accordance with the laws of the state of Kansas, and said instrument was signed on behalf of Sedgwick County, David M. Unruh acknowledge said instrument to be the free act and deed of said corporation.

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 last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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**ACKNOWLEDGEMENT FOR CORPORATION**

STATE OF KENTUCKY

COUNTY OF DAVIESS

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared Shawn Patterson, who being by me duly sworn, did say that he is Vice-President Operations and Chief Officer of Southern Star Central Gas Pipeline, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Robert S. Bahnick acknowledged said instrument to be the free act and deed of said corporation.

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 last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_