

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Sedgwick County, Kansas**, hereinafter referred to as "Grantor," do hereby grant, convey and warrant unto **KANSAS GAS AND ELECTRIC COMPANY**, a Kansas corporation, a wholly owned subsidiary of Westar Energy, Inc., hereinafter referred to as "Grantee," its successors, assigns, and lessees, the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, cross arms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of KANSAS, and described as follows:

The Northeast Quarter of Section 3, Township 26 South, Range 2 East
of the 6th P.M., **Sedgwick County, Kansas**, more particularly described
on Exhibit "A," attached hereto and made a part hereof by reference;

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In

exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this ____ day of _____, 20 ____.

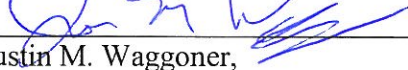
Sedgwick County, Kansas

By: _____
JAMES M. HOWELL, Chairman
Board of County Commissioners





Attest:



By: _____
Kelly B. Arnold, County Clerk

Approved as to Form:

By:  _____
Justin M. Waggoner,
Assistant County Counselor

LEGEND

-  = Property Line
-  = Permanent Easement
-  = Temporary Easement
-  = Easement in Right-of-Way

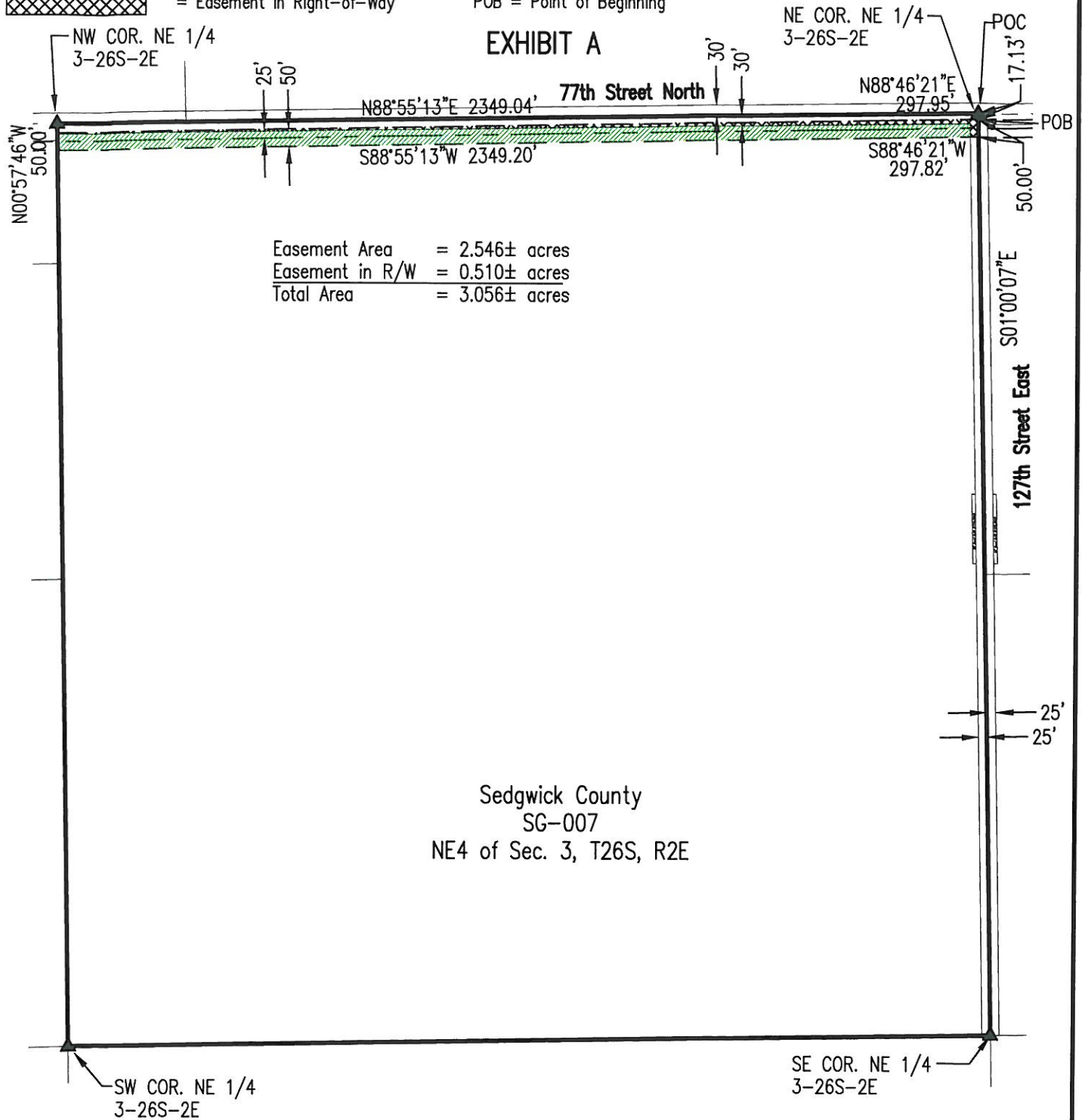
-  = Section Line
-  = Section Corner
- POC = Point of Commencement
- POB = Point of Beginning



NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.



EXHIBIT A



Easement Area = 2.546± acres
 Easement in R/W = 0.510± acres
 Total Area = 3.056± acres

Sedgwick County
 SG-007
 NE4 of Sec. 3, T26S, R2E



Savoy Company, P.A.
 Land Surveyors
 433 S. Hydraulic, Wichita, KS 67211-1911

PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

Furley Tap to Towanda to Midian - Line 69.35





COUNTY	OWNER: Sedgwick County	TRACT NO.	PROJ. NO.	15-118
Sedgwick		SG-007	DATE:	June 20, 2016

EXHIBIT A

That part of a 50 foot wide KG&E Easement which is contained in the Northeast Quarter of Section 3, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described (with bearings and distances based on Kansas South State Plane Coordinates, NAD83) as Commencing at the Northeast corner thereof; thence S01°00'07"E, on the east line of said Northeast Quarter, a distance of 17.13 feet to the Point of Beginning; thence continuing on said east line, a distance of 50.00 feet; thence S88°46'21"W, a distance of 297.82 feet; thence S88°55'13"W, a distance of 2349.20 feet to a point on the west line of said Northeast Quarter; thence N00°57'46"W, on said west line, a distance of 50.00 feet; thence N88°55'13"E, a distance of 2349.04 feet; thence N88°46'21"E, a distance of 297.95 feet to the Point of Beginning.

Said parcel contains 133,101.0 square feet, or 3.056± acres.



 <div>Savoy Company, P.A. <i>Land Surveyors</i> 433 S. Hydraulic, Wichita, KS 67211-1911</div> <div>PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com</div>		Furley Tap to Towanda to Midian – Line 69.35			
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