

13430 W. 98<sup>th</sup> Street  
Lenexa, Kansas 66215  
913-310-7600  
913-310-7630 Fax

65-CP15-1203(P)

June 29, 2004

City of Lawrence  
Attn: Terese Gorman  
PO Box 708  
6 East 6<sup>th</sup> Street  
Lawrence, KS 66044-0708

RE: Fox Chase South Encroachment Agreement

Dear Ms. Gorman

Enclosed is an encroachment agreement between the City of Lawrence and Southern Star Central Gas Pipeline. This agreement allows for a road, sidewalk, and water line to cross our natural gas pipeline in a specific manner.

If you are in agreement with the terms of this letter, please signify your acceptance by signing at the space provided at the end of the agreement. Return the original of this letter to me as soon as possible.

Southern Star Central Gas Pipeline  
Attn: Rob Whitten  
13430 West 98<sup>th</sup> Street  
Lenexa, KS 66215

If you have any questions feel free to call myself 913.310.7615 or Rob 913.310.7622

Sincerely,

Chris Reischman  
Engineer  
Southern Star Central Gas Pipeline

## ENCROACHMENT AGREEMENT

THIS AGREEMENT, entered into by and between **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**, a Delaware corporation (formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company) with its principal place of business at 3800 Frederica Street, Owensboro, Kentucky 42304-9956, hereinafter referred to as "**COMPANY**" and **The City Of Lawrence Kansas**, of Douglas County Kansas whose mailing address is Post office Box 708, Lawrence, Kansas 66044-0708, and with a physical address of 6 East 6<sup>th</sup> Street, Lawrence, Kansas 66044, a Municipality, hereinafter referred to as "**OWNER**", WITNESSETH:

WHEREAS, **OWNER** is in possession of a tract of land described as follows:

A tract of land in the East half of Section 32 and the West half of Section 33 in Township 12 South, Range 19 East of the Sixth Principal Meridian, described as follows:

Beginning at a point which is N 87° 41' 36" E, 1827.10 feet along the South line and N 02° 18' 24" W, 50.00 feet from the Southwest corner of the Southeast Quarter of said Section 32, and said point being on the North right-of-way line of 15<sup>th</sup> Street; thence N 87° 41' 36" E, along said North right-of-way line, 579.42 feet; thence N 01° 44' 44" W, 948.79 feet; thence N 30° 38' 24" E, 394.85 feet; thence N 26° 48' 27" W, 348.55 feet; thence N 02° 35' 10" W, 217.38 feet; thence N 29° 17' 15" E, 203.99 feet; thence N 55° 44' 04" E, 131.17 feet; thence N 41° 23' 50" E, 398.19 feet; thence N 48° 29' 06" W, 379.29 feet; thence N 57° 07' 15" W, 623.36 feet; thence N 57° 04' 13" W, 1148.28 feet; thence S 36° 23' 46" W, 126.79 feet; thence S 56° 56' 32" W, 784.65 feet; thence S 11° 34' 09" W, 585.05 feet; thence on a 560.00 foot radius curve to the left with a 57.36 foot chord bearing N 89° 06' 55" W, an arc distance of 37.38 feet, thence S 87° 56' 58" W, 275.01 feet; thence S 02° 30' 11" E, 1046.32 feet; thence N 87° 41' 44" E, 607.69 feet; thence S 26° 08' 01" E, 865.99 feet; thence S 57° 20' 06" E, 1018.94 feet; thence S 02° 18' 24" E, 143.76 feet to the point of beginning,

Less the following described tract:

Beginning at a point which is N 87° 41' 36" E, 1922.61 feet along the South Line, and N 02° 18' 24" W, 310.00 feet; from the Southwest corner of the Southeast Quarter of said Section 32; thence N 87° 41' 36" E, 170.24 feet; thence N 04° 15' 03" E, 819.42 feet; thence N 33° 13' 04" E, 440.48 feet; thence N 29° 04' 56" W, 310.18 feet; thence N 07° 16' 58" W, 133.46 feet; thence N 43° 55' 01" E, 315.62 feet; thence N 55° 44' 04" E, 136.03 feet; thence N 41° 23' 50" E, 325.69 feet; thence N 48° 29' 06" W, 272.94 feet; thence N 57° 07' 15" W, 618.40 feet; thence N 57° 04' 13" W, 1049.38 feet; thence S 55° 04' 53" W, 360.15 feet; thence S 57° 12' 05" W, 318.73 feet;

thence S 40° 40' 51" W, 120.93 feet; thence S 11° 34' 09" W, 523.04 feet; thence S 00° 34' 00" E, 452.60 feet; thence S 38° 00' 53" E, 447.86 feet; thence S 79° 40' 47" E, 87.30 feet; thence S 04° 33' 04" E, 212.02 feet; thence S 22° 04' 48" E, 728.72 feet; thence S 57° 20' 06" E, 1001.81 feet to the point of beginning.

WHEREAS, **COMPANY** is the owner of a 16-inch High Pressure Natural Gas pipeline and easement therefore across the following land to wit:

The North East Quarter of Section 32, Township 12 South, Range 19 East, T-25656. And the Northwest Quarter and the North half of the Southwest Quarter of Section 33, Township 12 South, Range 19 East, T-25657, Douglas County, Kansas.

by virtue of a Right of Way Contract T-25656 from Arthur E. Ulrich and Bessie Ulrich to Sinclair Pipe Line Company, dated July 24th, 1923, recorded in Book 114, at Page 36, and by virtue of a Partial Release of Right-of-Way between Williams Gas Pipelines Central, Inc, and Alvamar, Inc., dated March 30, 1998, recorded in Book 623, at Page 1622, all in the office of the Register of Deeds, Douglas County, Kansas.

Also by virtue of a Right of Way Contract T-25657 from Bertha Rudiger a widow, to Sinclair Pipeline Company, dated July 25<sup>th</sup>, 1923, recorded in Book 114 at Page 41, and by virtue of Partial Release Of Right Of Way between Northwest Central Pipeline Corporation and O. Warren Mitchell and Mary A. Mitchell, husband and wife; Helen Walker and George Payne Walker, wife and husband; Pauline Cooley Ballentine, a single person; Robert G. Billings, a single person; Sam D. Campbell and Elizabeth L. Campbell, husband and wife; Charles A. Becker and Katherine B. Becker, husband and wife; Alvamar, Inc., a Kansas corporation; Mabet #1, a Kansas general partnership; and Bobwhite Meadows, L.P., a Kansas limited partnership., dated December 31, 1986, recorded in Book 400 at Page 1809, and by virtue of Encroachment Agreement between Williams Gas Pipelines Central, Inc., and The City Of Lawrence, Kansas, dated January 9<sup>th</sup>, 2001, recorded in Book 696 at Page 1713 all in the office of the Register of Deeds Office of Douglas County, Kansas.

WHEREAS, **OWNER** has purchased the above described property as a green belt around Fox Chase South a subdivision of land in the East Half of Section 32 and the West Half of Section 33, all in Township 12 South, Range 19 East of Douglas County, Kansas that contains a portion of said pipeline and easements, and

WHEREAS, **OWNER** has requested **COMPANY'S** permission to encroach on a portion of **COMPANY'S** easements by construction of Harvard Road across **COMPANY'S** pipeline together with a 5-ft. wide sidewalk on each side of Harvard Road as shown on sheet 11 of 56 of plans delivered to **COMPANY** by Landplan Engineering, P.A. dated 2/1/04 and last revised 6/15/04, and a 12-inch water line across **COMPANY'S** pipeline as shown on sheet 7 of 56 sheets of said Plans and,

WHEREAS, under the terms of this agreement **COMPANY** is willing to permit said encroachment and,

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

1. **OWNER** shall be permitted to construct the following items of encroachment according to the plans submitted to **COMPANY** and the minimum specifications as shown on **COMPANY'S** drawings referred to and attached:
  - a) Harvard Road according to the specifications of 18" undisturbed soil, a 6" compacted base, and 10" of reinforced concrete pavement as shown on said plans and as set out in **COMPANY'S** drawing No. 005-002-A-0210, attached to this document as page 6 of 7. Sidewalks on either side of Harvard Road will be allowed as shown on sheet 11 of 56 of the above mentioned Fox

Chase South Phase A plans, or with a minimum separation of 24-inches from **COMPANY'S** pipeline.

- b) A 12-inch diameter ductile iron water line across **COMPANY'S** pipeline as shown on said plans with a minimum separation of 2 feet between the water line and **COMPANY'S** pipeline as shown on **COMPANY'S** drawing No. 005-079-A-0153 installation of foreign pipeline parallel to or crossing existing **COMPANY** gas pipeline, attached to this document as page 7 of 7.
2. All work on **COMPANY'S** easement shall be performed in a workmanlike manner and in compliance with applicable governmental and industry standards and codes.
3. Before commencing any work in the vicinity of **COMPANY** pipelines and easements **OWNER** shall notify **COMPANY** 48 hours in advance by calling **COMPANY'S** Tonganoxie District Office at (913)-845-5000 or at (913) 845-5001.
4. In the event, during the exercise of its easement rights to construct, maintain and operate the pipeline 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 **OWNER** unless **COMPANY** is negligent in such action.
5. **OWNER** 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 **OWNER**, its contractors and subcontractors, on **COMPANY** easement, unless such loss, cost or expense is proximately caused by the negligence of **COMPANY**, its contractors and/or subcontractors. Prior to commencement of construction of **OWNER'S** proposed encroachments, **OWNER** shall provide **COMPANY** certificates of insurance evidencing coverage of \$1,000,000.00 general liability for the construction of the proposed encroachments described herein, and containing 30 days notice of cancellation. **OWNER'S** obligation to provide the general liability insurance described herein shall terminate following the completion of construction of the encroachments described herein.
6. **OWNER** Acknowledges that the natural gas pipeline is cathodically protected and hereby relieves **COMPANY** of liability for damage to any of the encroachments herein permitted due to the cathodic protection system.
7. 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.
8. The terms of this Agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, or their successors and assigns. The obligations of **OWNER** herein shall survive the termination of this Agreement.
9. All trees with large root systems shall not be planted in **COMPANY'S** easements. Small, scattered shrubs and bushes will be allowed within **COMPANY** easements provided **OWNER** receives written permission from **COMPANY**.

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

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

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

Date: \_\_\_\_\_

**The City of Lawrence Kansas**

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

DATE: \_\_\_\_\_

**(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 \_\_\_\_\_, 2004, personally appeared Robert S. Bahnick, who being by me duly sworn, did say that he is *Sr. Vice President, Operations & Technical Services* of **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**, a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Robert 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.

(Seal)

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

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

ACKNOWLEDGEMENT FOR CITY

(STATE OF KANSAS)

(COUNTY OF DOUGLAS)

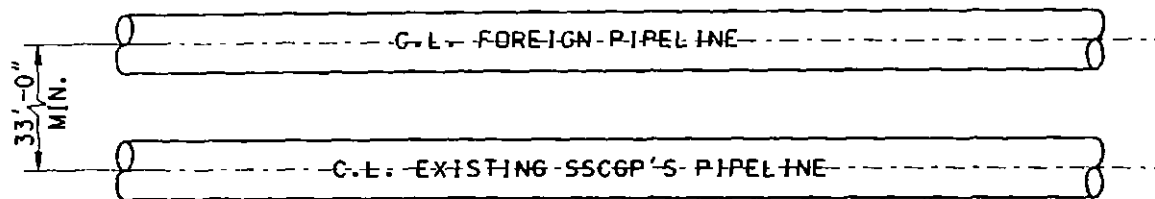
Before me, the undersigned, a notary Public in and for the County aforesaid , on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared \_\_\_\_\_, and that he/she is the \_\_\_\_\_ of the City of Lawrence, Kansas, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of the City of Lawrence, Kansas as approved by it's City Council, for the use and purposes therein set forth.

(SEAL)

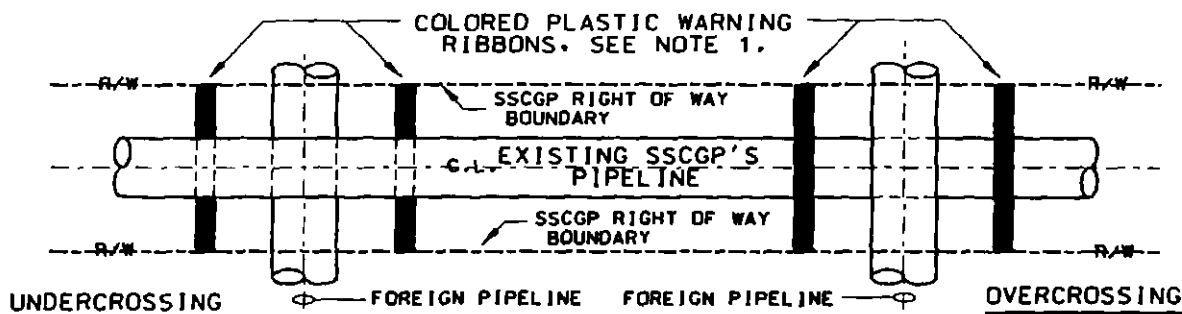
\_\_\_\_\_  
Notary Public

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

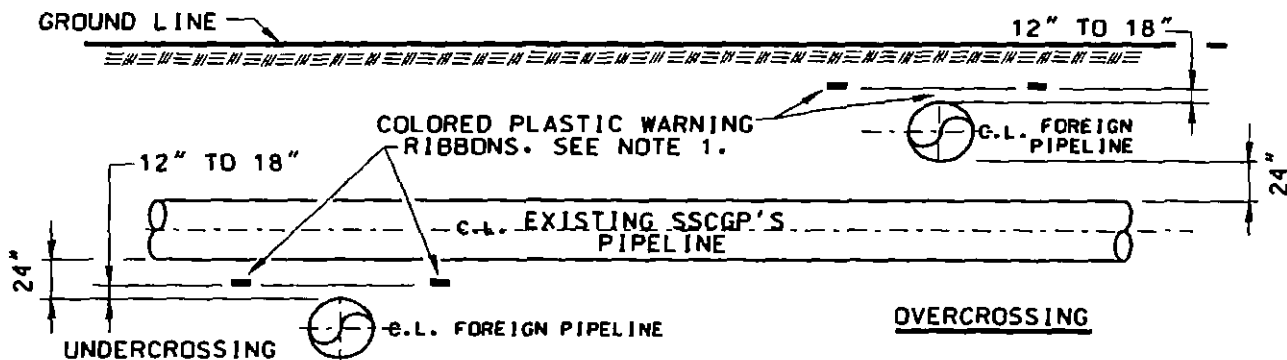




**PLAN VIEW - PARALLEL INSTALLATION**



**PLAN VIEW - CROSSING INSTALLATION**



**ELEVATION - CROSSING INSTALLATION**

**NOTES:**

1. DURING BACKFILL OPERATIONS, A COLORED PLASTIC RIBBON SHALL BE LAID 12" TO 18" ABOVE THE FOREIGN PIPELINE IN BOTH SIDES OF THE DITCH THE ENTIRE WIDTH OF SSCGP'S RIGHT OF WAY. HYDROCARBON, GAS OR LIQUID LINES ARE TO BE MARKED WITH SAFETY YELLOW. WATER, IRRIGATION OR SLURRY LINES WITH SAFETY BLUE, AND SEWERS AND DRAIN LINES WITH SAFETY GREEN.

**SOUTHERN STAR**

CENTRAL GAS PIPELINE

STANDARD ENCROACHMENT DETAILS  
FOR INSTALLATION OF FOREIGN PIPELINE PARALLEL  
TO OR CROSSING EXISTING SSCGP GAS PIPELINE

REV. NO.	DATE	BY	DESCRIPTION	SCALE:	NONE
0	05-05-04	CLS	REVISED PER SSCGP STANDARDS	DWG. NO.	005-079-A-0153
DRAWN BY:	CLS	DATE:	05-04-04		
CHECKED BY:		DATE:			
APPROVED BY:	ROH	DATE:	05-28-04		