

## RELOCATION AND REIMBURSEMENT AGREEMENT

**THIS RELOCATION AND REIMBURSEMENT AGREEMENT (the “Agreement”)**, is made and entered into this day of December 21 , 2018, by and between the **CITY OF OLATHE, KANSAS**, a Kansas Municipality, hereinafter referred to as **“City”** whose mailing address is 100 E. Santa Fe Street, P.O. Box 768, Olathe, Kansas 66051-0768, and **ATMOS ENERGY CORPORATION**, a Texas Corporation authorized to conduct business in the State of Kansas, successor in interest to United Cities Gas Company, Inc., and Union Gas Corporation, Inc.), hereinafter referred to as **“Company”**, whose mailing address is P.O. Box 650205, Dallas, TX 75265-0205 (collectively, the **“Parties”** and each individually, a **“Party”**).

### WITNESSETH:

**WHEREAS**, Company is the owner of a Natural Gas Pipeline (the **“Pipeline”**), located in easements obtained by Union Gas Corporation, Inc. (predecessor in interest to the Company) dated September, 1941 described and recorded at Book 6 Page 522 respectively in the Register of Deeds Office, Johnson County, Kansas, (the **“Easement”**) being more particularly identified on **Exhibit A, attached hereto and made a part hereof**; and

**WHEREAS**, City owns a public road right-of-way lying between the North Section line of Section 33, 13S, 23E & and the South Section line of Section 33, 13S, 23E. C by virtue of Improve System of Road Papers recorded in Book XX Page XX in the Register of Deeds Office, Johnson County, Kansas; and

**WHEREAS**, City desires that the Pipeline be relocated in connection with improvements being made by the City to 135th Street & Overlook Street (the **“Improvements”**) located in part of the Northwest Quarter of Section 33, 13S, 23E in Johnson County, Kansas; and

**WHEREAS**, under the terms of this Agreement, Company is willing to relocate the Pipeline (install new pipeline and purge, cap and abandon the old pipeline in place) to accommodate the Improvements;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual promises of the Parties herein contained, Company and City hereby agree as follows:

1. Company will relocate, adjust, and/or protect the Pipeline by relocating approximately ~370' of 4" plastic & replace with 4" plastic, to clear the proposed roadway improvements as shown on **Exhibits A and B, attached hereto and made a part hereof**, (the **“Work”**) located within the Easement and the public road right-of-way for the Improvements, as shown on **Exhibit A**. Company further agrees to furnish or subcontract all labor, tools, materials and equipment necessary for the Work, PROVIDED CITY AGREES TO PAY ITS PROPORTIONATE SHARE OF ALL COSTS ATTRIBUTABLE THERETO.

2. The costs for the Work are estimated to be (\$76,037.52) (seventy six thousand, thirty seven and fifty two cents) (hereinafter referred to as the “Estimated Costs”) as shown on **Exhibit B attached hereto and made a part hereof**. The Company will – account for the Actual Costs of the construction, relocation and inspection by using actual and related costs accumulated in accordance with standard work order accounting procedures, and the Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, administrative, engineering, inspection, and other necessary cost involved in such work. The City, or any other authorized agent of the City shall have access at all reasonable times to such Company records. It is understood that these Company records are kept at the Company's divisional office located in Denver, CO and all costs incurred by the City related to the inspection of the project records shall be borne by the City.
3. For purposes of this Agreement, “Actual Costs” shall include all fees and expenses incurred by Company both before and after execution of this Agreement for engineering, operations, land, attorneys, appraisers, and other experts, in connection with the negotiation of this and other Agreements with the City pertaining to the Work, the negotiation and acquisition of easements whether through negotiated settlements or condemnation, other legal and appraisal costs, and the handling of encroachment work in connection with the project, but limited to the Scope, Assumptions, and Amount set forth in **Exhibit B**.
4. City agrees to reimburse Company its Actual Costs for the Work (the “Reimbursement”). An itemized invoice shall be sent to the City by Company reflecting the amount equal to 76% of the estimated costs incurred by Company for the Work. This percentage will reimburse and pay to the Company all of the Company’s cost of construction, relocation and/or inspection of those parts of the Pipeline located within private easement areas in accordance with **Exhibit A**. Within thirty (30) days after the receipt of an invoice from Company, City shall pay the Reimbursement to Company at the following address:  
  
**ATMOS ENERGY CORPORATION**  
P.O. Box 841425  
Dallas, TX 75284-1425
5. In the event the Actual Costs for the Work estimated by Company exceed the Reimbursement, the Parties agree to adjust the payment due Company from City by execution of a Supplemental Agreement in substantially the form of **EXHIBIT C attached hereto and made a part hereof**. Company reserves the right to adjust hourly rates and equipment charges to the effective current year hourly rates and charges for services provided under future supplemental agreements. If the Company anticipates costs will exceed the reimbursement, it will inform the City in writing and work with the City to mitigate such cost increases.
6. In the event that the Actual Costs for the Work are less than the Reimbursement payable herein, Company shall return to City the balance of the Reimbursement

advanced within thirty (30) days of the date that Company issues a Certificate of Full Completion (as defined herein) for the Work and provides such Certificate to City. "Full Completion" shall mean that the Company shall have completed all of the Work. The Certificate of Full Completion shall be in substantially the form attached hereto as **Exhibit E, attached hereto and made a part hereof**. The City shall, within ten (10) days following delivery of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion, and, if satisfied, shall promptly notify Company in writing. Such notice to Company shall constitute City's acceptance of the Work and full satisfaction of the Company's obligations hereunder.

7. In the event the City fails to pay the Reimbursement as required by this Agreement (and as described in Paragraph 4, above), Company shall have the right to stop the Work, without obligation or liability, and the Pipeline shall remain in place as it exists on the date of this Agreement and/or Company, at its election, shall have the right to take whatever actions are deemed necessary by Company in its sole discretion to protect the Pipeline.
8. In the event City, for whatever reason, requires additional work to be done or materials to be used by Company not contemplated by or in Company's estimate of the Work, as shown on **Exhibit C**, City agrees to pay Company all additional Actual Costs incurred by Company to satisfy such additional requirements made by City. Company further reserves the right, upon written demand, to secure additional advances from City in the event City alters its plans in any manner or changes the scope of the Work. Any such advances shall be agreed upon in writing by Company and City under a Supplemental Agreement as set forth in Paragraph 5 above and **Exhibit C**.
9. Subject to natural gas commitments and other delays caused by force majeure, Company will endeavor with all due diligence to complete the Work before April 2019.
10. The Company agrees to indemnify and hold harmless the City against and from any and all liability, loss and expense and shall defend all claims resulting from loss of life or damage or injury to persons or property where causation is directly resulting from the work performed by the Company, except said indemnification shall not apply to those claims resulting from the negligent acts of agents or employees of the City. To the extent permitted by law, and subject to the provisions of the Kansas Tort Claims Act, City agrees to indemnify and hold Company, its employees, agents independent contractors and consultants (collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:
  - a. the negligence or willful misconduct of City its employees, agents, independent contractors and consultants in connection with the performance of the work performed on the Improvements; and

- b. any delay or expense resulting from any litigation filed against the City.

The City's indemnification of the Company shall not apply to claims resulting from the willful misconduct or negligence acts of Company or its employees, agents, contractors and consultants.

This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Company is permitted to conduct any of Company's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

11. At all times while this Agreement is in effect, Company shall maintain insurance as required by **Exhibit D, attached hereto and made a part hereof**. In compliance with the provisions contained in Exhibit D, Company has provided the City a Self-Insurance Letter referencing the project relating to the improvement; a Revised Certificate of Liability Insurance evidencing excess liability and automobile liability referencing the project relating to the Improvement and a Certificate of Liability Insurance evidencing workers' compensation and referencing the project relating to the Improvement.
12. Company, for itself, its successors and assigns, and any third party with whom Company has contracted for the performance of the Work, agrees that in performance of the Work the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, disability, national origin or ancestry.
13. Nothing in this Agreement shall in any way modify, waive or abandon any right, title or interest Company has in and to the above described easement.
14. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.
15. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas, including, but not limited to, the Kansas Cash Basis law. The unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this

Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision(s), or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In the event it shall become necessary for either Party to commence litigation to enforce any provisions of this Agreement, in addition to any other relief awarded, the prevailing Party shall be entitled to recover its costs of suit, including its reasonable attorney's fees. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas, or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

16. The terms of this Agreement shall constitute covenants running with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. The obligations of the Parties herein shall survive the termination of this Agreement, unless otherwise provided. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
17. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
18. This Agreement may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their successors in interest in writing.
19. Time is of the essence of this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
20. Pursuant to Article V of City Ordinance No. 10-64, the City grants the Company the right to construct relocated pipelines and facilities within the new road right-of-way, including any modifications and/or improvements to those relocated pipelines and facilities after they have been constructed. In the event Company is required to subsequently relocate the pipeline and facilities being relocated as a result of this Agreement, the City shall be required to reimburse Company for the cost associated with the subsequent relocation since those pipeline facilities were originally located in a private easement.

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**ATMOS ENERGY CORPORATION**

By: \_\_\_\_\_  
Bart Armstrong

\_\_\_\_\_  
Vice President, Operations

State of Kansas     )  
                              )  
County of Johnson    )     SS

**Corporate Acknowledgment**

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared **Bart Armstrong**, who being duly sworn, did say the he is Vice President, Operations for the Colorado Kansas Division of Atmos Energy Corporation, a Texas Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and \_\_\_\_\_ 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 written above.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**ATMOS ENERGY CORPORATION EASEMENT**  
**AND AREA TO PERFORM WORK ALONG THE IMPROVEMENTS**

**EXHIBIT C**

**SUPPLEMENTAL AGREEMENT NO. \_\_  
TO RELOCATION AND REIMBURSEMENT AGREEMENT  
CITY OF OLATHE, KS**

**THIS SUPPLEMENTAL AGREEMENT (the "Supplemental Agreement")**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF OLATHE, KANSAS**, a Kansas Municipality hereinafter referred to as "**City**" whose mailing address is 100 E. Santa Fe Street, P.O. Box 768, Olathe, Kansas 66051-0768, and **ATMOS ENERGY CORPORATION**, a Texas Corporation authorized to conduct business in the State of Kansas, successor in interest to United Cities Gas Company, Inc., and Union Gas Corporation, Inc.), hereinafter referred to as "**Company**", whose mailing address is P.O. Box 650205, Dallas, TX 75265-0205 (collectively, the "Parties" and each individually, a "Party")  
WITNESSETH:

WHEREAS, City and Company have previously entered into that certain Relocation and Reimbursement Agreement, dated ("the Agreement"), pursuant to which, in connection with the Improvements, the City agreed to pay the Actual Costs incurred by Company in performing the Work hereinafter referred to as the "Project"; and

WHEREAS, the Agreement provides that the Reimbursement to be paid to Company by City may be adjusted by a Supplemental Agreement; and

WHEREAS, this Supplemental Agreement No. 1 is to provide reimbursement for up to 100% of the additional estimated costs of the Work as outlined in **Exhibit F** to this Supplemental Agreement No. 1; and

WHEREAS, Company has incurred certain additional costs associated with the Work; and

WHEREAS, the City is authorized and empowered to contract with the Company for the necessary additional costs related to the Work under the Agreement, and necessary funds for the payment of said costs are available.

NOW THEREFORE, for and in consideration set forth in the Agreement, the forgoing recitations and the promises and covenants contained herein, the Parties hereby agree as follows:

- A. That the Compensation under the Agreement be amended by adding the fees as indicated in **Exhibit G** attached hereto and made a part hereof, which shall be in addition to the fees provided in the Agreement. City agrees to pay Company an amount not to exceed (), including reimbursable. This Supplemental Agreement No. 1 raises the total estimated cost of the Project to \$, and the maximum Actual Costs paid by City to Company to \$ for the Work. This is the total of the original fee of \$ for the Agreement, plus \$ for this

Supplemental Agreement. Any compensation for additional costs related to the Work incurred by Company and owed by City shall be agreed upon in a subsequent Supplemental Agreement.

B. That **Exhibit C** of the Agreement is hereby amended to include the costs and scope of work as outlined in **Exhibit F** attached hereto and made a part thereof.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Supplemental Agreement 1, including all policies of insurance which shall cover the Work authorized by this Supplemental Agreement 1.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

**CITY OF OLATHE, KANSAS**

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**ATMOS ENERGY CORPORATION**

By: \_\_\_\_\_  
Bart Armstrong  
Vice President, Operations

## EXHIBIT D

### INSURANCE REQUIREMENTS

**A.** Company shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Company's bid.

**B.** Company shall maintain the following coverages and minimum limits.

1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit including explosion, collapse and underground. Any general aggregate limit should be at least \$2 million. Policy must include Hazardous Materials endorsement CG2278 or equivalent.

2. Business Auto Coverage: (*Owned and non-owned autos*) \$1,000,000 per occurrence limit.

3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.

4. Umbrella Liability: minimum limit of \$1,000,000 excess of Commercial General Liability and Automobile Liability.

5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.

6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Company nor has the CITY assessed the risk that may be applicable to Company. Company shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Company's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by Company.

**C.** Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insureds for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**D.** Verification of Coverage.

1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.

2. The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A-:VII. Those not admitted must be approved by City.

3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Company.

4. The commercial general liability policy shall not contain an endorsement excluding contractual or completed operations liability.

5. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.

6. Any coverage provided by a Claims-Made form policy must contain a three year tail option, extended reporting period, or must be maintained for three years post contract.

**E.** Cancellation. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' advance written notice has been given to the City.

**F.** Subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**EXHIBIT E**  
**CERTIFICATE OF FULL COMPLETION**

*Pursuant to **Paragraph 6** of the Agreement, the City shall, within ten (10) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

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**CERTIFICATE OF FULL COMPLETION**

The undersigned, **ATMOS ENERGY CORPORATION** (the "Company"), pursuant to that certain Agreement dated as of \_\_\_\_\_, 2014, between the **City of Olathe, Kansas** (the "City") and the Company (the "Agreement"), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, 20\_\_\_\_, the relocation of the Pipeline (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
  
2. The Project has been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).
  
3. Lien waivers for applicable portions of the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to relocation of the Pipeline, Company has provided the City with a bond or other security reasonably acceptable to the City.
  
4. This Certificate of Full Completion is being issued by the Company to the City in accordance with the Agreement to evidence the Company's satisfaction of all obligations and covenants with respect to the Project.
  
6. The City's acceptance of this Certificate shall evidence the satisfaction of the Company's agreements and covenants to relocate the Pipeline.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATMOS ENERGY CORPORATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED:**  
**CITY OF OLATHE, KANSAS**

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

Title: \_\_\_\_\_

(Insert Notary Form(s) and Legal Description)

OIL AND GAS LEASE RECORD NO. 6

C. W. DRAPER & WIFE # 2 9 7 6 4 5
TO: UNION GAS SYSTEM, INC. RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION of the sum of One Dollar to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty-five cents per rod for each line, to be paid when such grant shall be used or occupied C. W. Draper and Erma Draper, his wife does hereby grant to Union Gas System Inc. successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, and if necessary erect, maintain and operate telegraph or telephone lines, on, over and through certain lands, situate in Johnson County, State of Kansas described as follows: A strip of land not to exceed 15 feet in width running east and west on the north line of NW 1/4 of 34-13-23, excepting the E 1/2 of the E 1/2 of the NE 1/4 of the NW 1/4 of 34-13-23, 150 rods more or less.

with ingress and egress to and from the same. The said grantor, heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee who hereby agrees to pay any damages which may arise to crops and fences, from the laying, maintaining and operating said lines; said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. It is agreed that all statements and representations made by the parties or their agents in negotiating this agreement are merged herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 27th day of September, A. D. 1941.

Signed, Sealed and Delivered in the presence of C. W. Draper Erma Draper Geo. C. Priestley John Kramer

STATE OF Kansas COUNTY OF Johnson ss.

On this 27th day of September, 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared C. W. Draper and Erma Draper

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 27th day of September, 1941. (SEAL) Aaron W. Reitz Notary Public.

My commission expires Sept. 9, 1945

This instrument was filed for record and recorded Oct. 14, 1941 at 3:35 o'clock P.M. (SEAL) Ruth S. Terry Register of Deeds.

Isaac F. Tyson & Wife # 2 9 7 6 4 6
TO: Union Gas System, Inc. RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty-five cents per rod for each line, to be paid when such grant shall be used or occupied Isaac F. Tyson and Anna E. Tyson his wife do hereby grant to Union Gas System, Inc. successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, and if necessary erect, maintain and operate telegraph or telephone lines, on, over and through certain lands, situate in Johnson County, State of Kansas described as follows: A strip of land not to exceed 15 feet in width running east and west along the north line of a lot in N. E. 1/4 of the N. W. 1/4 of 33-13-23

with ingress and egress to and from the same. The said grantor, heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee who hereby agrees to pay any damages which may arise to crops and fences, from the laying, maintaining and operating said lines; said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. It is agreed that all statements and representations made by the parties or their agents in negotiating this agreement are merged herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 27th day of Sept., A. D. 1941.

Signed, Sealed and Delivered in the presence of Isaac F. Tyson Anna E. Tyson Geo. C. Priestley John Kramer

STATE OF Kansas COUNTY OF Johnson ss.

On this 27th day of September, 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Isaac F. Tyson and Anna E. Tyson

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 27th day of September, 1941. (SEAL) Aaron W. Reitz Notary Public.

My commission expires Sept 9, 1945

This instrument was filed for record and recorded Oct. 14, 1941 at 3:40 o'clock P.M. (SEAL) Ruth S. Terry Register of Deeds.





December 21, 2018

**Exhibit "B"**

**CITY PROJECT**

**Lake Olathe Phase 1**

**135<sup>th</sup> Street and Overlook Street**

**Confluence Project No: 15009K**

**City of Olathe Project No.4-C-002-15**

Cost Estimate 4" Plastic

Station 19+40 to 23+10

Contractor Labor and Material: \$ 44,732.00

Company Labor: \$ 6,000.00

Indirect company labor,  
with overheads and benefits: \$ 25,305.52

Reimbursement @ 100%: \$ 76,037.52