

STATE OF KANSAS

Tract 21330

COUNTY SEDGWICK

Line: TG

ENCROACHMENT AGREEMENT

THIS AGREEMENT, entered into by and between **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**, (formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company), a Delaware corporation, whose mailing address is P.O. Box 20010, Owensboro, Kentucky 42304, hereinafter referred to as "Company", and **City of Bel Aire**, a **municipality** whose mailing address is 7651 E. Central Park Ave., Bel Aire, KS 67226, hereinafter referred to as "Owner".

WHEREAS, Company is the current owner/holder of a valid and subsisting right-of-way(s), easement(s), lease(s), agreement(s) and/or similar rights located in the NE/4 of Section 25, Township 26S, Range 1E, Sedgwick County, Kansas pursuant to the instrument recorded with the Register of Deeds in Sedgwick County, Kansas, and as more fully described on **Exhibit A** (the "Pipeline Easement(s)") for the installation, modification and/or operation of Pipeline Facilities defined, without limitation, as being pipelines currently existing on or in the Pipeline Easement(s), together with all substitutions or replacements thereto and together with all appurtenances thereto, including but not limited to compressor stations, pump stations, valves, meters, tanks, fittings, connections, corrosion control and pressure detection devices, wires, cables, pig traps, and any other appurtenances associated with the pipelines.

WHEREAS, Owner is in possession of leases and/or easement rights and/or owns (the "Owner's Tracts") a portion of which cover the parcels listed on **Exhibit B** (the "Property") for the development, construction, operation, maintenance, repair and replacement of Waterline, sewer, driveway to be located in NE/4 Section 25-26S-1E, Sedgwick County, Kansas (the "Project").

WHEREAS, Owner has or shall construct certain improvements upon, over or under the Pipeline Easements as part of its Project and as specifically described on **Exhibit C** attached hereto and made a part hereof (collectively referred to herein as the "Encroachments").

Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Bel Aire located in the NE/4 of Section 25 Township 26S, Range 1E, Sedgwick, County, Kansas.

WHEREAS, under the terms of this Agreement, Company is willing to permit said encroachments and,

NOW THEREFORE, Company grants Owner a limited right to encroach upon the Pipeline Easements, subject to the terms and conditions set forth herein; and Owner, in consideration of this limited right of Encroachments, agrees to the following covenants and obligations set forth herein:

1. Owner specifically acknowledges Company's need for access to its facilities and recognizes its rights under the Pipeline Easements, which, are to remain in full force and effect notwithstanding this Agreement. As consideration for this Agreement, any cost to Owner or damage to the Encroachments resulting from Company's need to maintain, operate, repair or replace any portion of the Pipeline Facilities, including, but not limited to, costs for the maintenance, replacement or repair of any portion of the Encroachments, will be the sole responsibility of Owner and Company will not, under any circumstances, be responsible for loss or damage to the Encroachments.
2. Owner will cause to be furnished to Company contemporaneously with the execution of this Agreement, detailed plans, including a certified survey, for the construction of the Encroachments upon, over or under the Pipeline Easements. The plans shall be deemed incorporated herein by reference and made a part of this Agreement. Owner agrees that any review or approval by Company of any plans and/or specifications relating to the Encroachments or the identity of any contractors, subcontractors and materialmen is solely for Company's benefit, and without any representation or warranty whatsoever to Owner with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Owner of any liability hereunder. Further, Owner, in connection with the construction, maintenance and/or removal of the Encroachments, agrees to observe and fully comply with all laws, rules and regulations of the United States, the State of Kansas, and all agencies and political subdivisions thereof. Owner agrees and acknowledges that all work on the easement shall be performed in a workman like manner.
3. This Agreement shall be terminable by Company in the event of Owner's material noncompliance with the requirements, conditions or specifications of this Agreement and the continuation thereof for a period of thirty (30) days following written notice to Owner or immediately after such written demand by Company if such non-compliance will result in Company's opinion to a substantial risk to health or safety. Should Company terminate this Agreement, Owner will relocate and/or remove the Encroachments at no expense or risk to Company.
4. No permanent structures, including without limitation landscaping, irrigations systems and signage not explicitly approved by this Agreement shall be allowed within Company's easement.

5. Owner agrees and understands that its work and encroachments are to strictly adhere to Company's Land Use and Developers Handbook located on-line at <https://www.southernstar.com/safety/pipeline-safety/>.
6. Owner will restrict all equipment traffic over the Company's pipeline until the pipeline has undergone a load study conducted and approved by Company. In order for that study to be conducted, Owner agrees to submit to Company (at sscencroachments@southernstar.com) a comprehensive list of equipment to be used on the pipeline easement. Owner understands that it shall be financially responsible for any and all outside engineering services required for Company to perform the Load Study and for complying with the requirements of said Load Study.
7. Indemnity/Hold Harmless/Insurance.
 - (A) To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Company and Company's affiliated companies, partners, shareholders, employees and agents (collectively, "indemnitees") for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and reasonably incurred out of pocket expenses (including, without limitation, court costs, reasonable attorneys' fees and costs of investigation) (collectively, "liabilities") of any nature, kind or description of any indemnitee directly or indirectly arising out of, resulting from or related to (in whole or in part): (i) Owner's occupation and use of the existing pipeline easement area; (ii) construction, use, state of repair or presence of the encroachments; or (iii) any act or omission of Owner or Owner's officers, agents, employees, or contractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over, even if such liabilities arise from or are attributed to, in whole or in part, to the negligence of any indemnitee. The only liabilities with respect to which Owner's obligation to indemnify the indemnitees does not apply are liabilities wholly caused by the sole negligence or willful misconduct of an indemnitee.
 - (B) Owner acknowledges that having the encroachments, whether permitted or not, on the existing Pipeline Easements provides some risk that the encroachments may be damaged in the course of Company's operations or activities. Therefore, notwithstanding any other provision in this agreement, to the fullest extent permitted by law, Owner releases the indemnitees from any loss, damage and/or claim from loss or damage to their property, including the encroachments, that Owner may have against the indemnitees resulting from the activities of Company in the ordinary course of its operations, provided that such release shall not apply to any loss, damage or claim wholly caused by the gross negligence or willful misconduct of an indemnitee.

8. Owner shall notify or cause Company to be notified, at least forty-eight (48) hours prior to the performance of any construction or excavation work upon the Pipeline Easement. Owner covenants and agrees to notify or cause its representative to notify the appropriate state one-call center as required by law no less than forty-eight (48) hours prior to the commencement of excavation in or near the existing pipeline easement area. Company shall have the absolute right to perform any work upon, over or under the Pipeline Easements it reasonably deems necessary for the maintenance or operation of its facilities without prior notice to Owner.
9. During the exercise of its easement rights to construct, maintain and operate the pipeline and appurtenances, in the event Company or its contractors destroy or damage the encroachments herein permitted, including without limitation landscaping and/or irrigation systems, all such damages to said permitted items and all costs thereof shall be the sole responsibility of Owner, its successors and assigns, unless such loss, or cost or expense is directly and solely caused by the gross negligence or willful misconduct of Company, its agents, contractors and/or subcontractors.
10. During the exercise of its easement rights to construct, maintain and operate the pipeline and appurtenances, in the event Company or its contractors restrict or block access to the Encroachment or any of its facilities, Company will not be responsible for providing an alternate source of access, liable for the loss of any and all income and/or any and all damages caused by such activities.
11. Prior to commencement of construction of the above referenced work and Encroachment(s), Owner or Owner's contractor, shall provide Company certificates of insurance expressly naming Company 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 one million dollars (\$1,000,000.00) workers compensation and employers' liability insurance for the construction area described herein, and containing thirty (30) days prior written notice of cancellation. Certificates of Insurance and this signed Agreement will be submitted to the following address:

Southern Star Central Gas Pipeline, Inc.
Attn: Land Department
4700 State Route 56
P.O. Box 20010
Owensboro, KY 42304
12. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

13. The Company and the Owner agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
14. Owner warrants that it is the current owner of the real property and/or the holder of the easement right(s) described herein and has the right, title and capacity to enter into this Agreement.
15. Under no circumstance shall Company be required to relocate a Pipeline Facility.
16. Owner agrees to abide by the Company's guidelines, procedures and requirements for working in and around Company's easement(s) and/or facilities and failure to do so will be considered a breach of this Agreement.
17. The terms of this Agreement shall constitute covenants running with the land and will 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.

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

COMPANY:

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

Charles Crews, Executive Vice-President and
Chief Operations Officer

Date: _____

Owner:

Jim Benage, Mayor of the City of Bel Aire

Date: _____

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH 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 _____, 20____, personally appeared Charles Crews, who being by me duly sworn, did say that he is the Executive Vice President and Chief Operations Officer 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 Charles Crews 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 _____, 20____.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 20__, personally appeared, _____, known to me to be identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free act and deed of said, Limited Liability Company, for the use and purpose set forth.

Notary Public

My Commission Expires: _____, 20_____.

Exhibit A

By virtue of that Right-of-Way agreement from E.G. Tangeman, Single, to Cities Service Gas Company Lot #1 – NE/4 Section 25 Township 26 Range 1E, Sedgwick County, Kansas filed of record July 14, 1948 and recorded in Book 236, Page 203, in the office of the Register of Deeds of Sedgwick County, Kansas

Exhibit B

Acquired by the City of Bel-Aire through Road Right-of-Way Dedication dated October 20, 2020, and filed of record at Doc #/Film/Pg: 30025422 in the Register of Deed Office of Sedgwick County, Kansas.

EXHIBIT C

Encroachment Assessment

LINE LETTER	TG 16"
NAME / DESCRIPTION	CITY OF BEL AIRE ARTHUR HEIGHTS ESTATES
LEGAL DESCRIPTION	NE/4 OF S25-T26S-R1E SEDGWICK COUNTY, KS
ENGINEER	ANDREW ZELLER
LAND REPRESENTATIVE	TRACY DAY
DATE	AUGUST 9, 2024

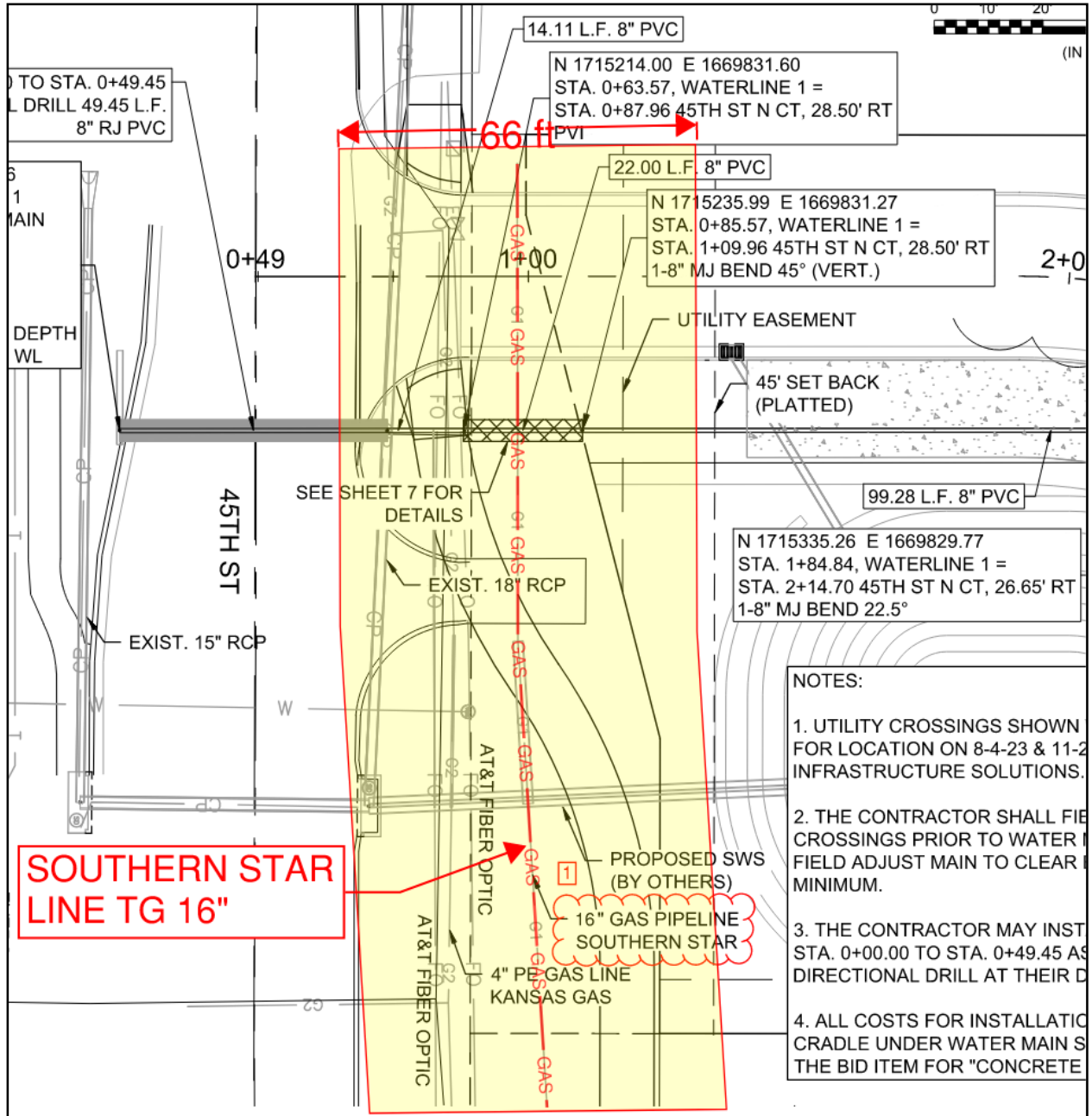
CITY OF BEL AIRE will encroach on Southern Star's easement and Line TG 16" with an 8" PVC waterline with 18" HDPE casing, storm water sewer, and driveway as described and shown below.

Storm Water Sewer:

- Cross easement and pipeline at 90 degrees
- Maintain same elevation/minimum slope across the easement
- Minimum 24 inches of clearance between lines for:
 - conventional excavated crossings
 - HDD installations with drill heads not exceeding 4 inches
- Minimum 60 inches of clearance between lines for HDD installations with drill heads greater than 4 inches.
- No structures within the easement
- Fittings/joints at least 5 feet from the pipeline
- Casing pipe required for non-Ductile Iron /non- steel lines with a diameter greater than 4 inches
 - PVC casing pipe requires a minimum wall thickness of Sch. 80
 - Steel casing pipe requires a minimum wall thickness of Sch. 40

Hard Surface driveway:

- Maintain minimum 42" of cover from top of asphalt to top of Line TG 16"



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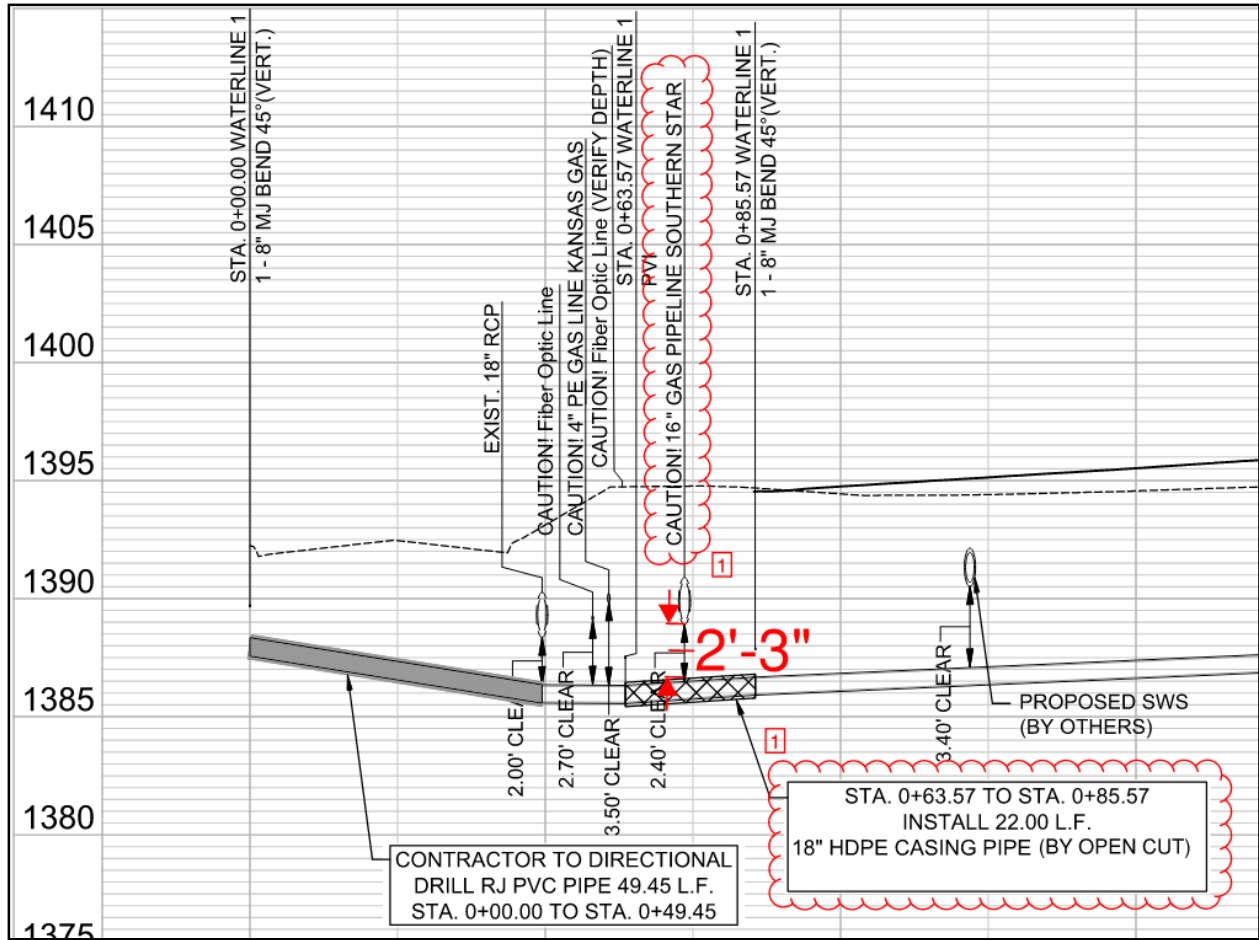


Figure 2. ARTHUR HEIGHTS ESTATES WATER DISTRIBUTION SYSTEM_CROSS SECTION

Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Bel Aire located in the NE/4 of Section 25 Township 26S, Range 1E, Sedgwick, County, Kansas.