ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Assignment") is dated effective 10 13 WH., 2014 (the "Effective Date") and is by and between West Wichita Gas Gathering, LLC, whose address is 4200 E. Skelly Drive, Suite 760, Tulsa, Oklahoma 74135, hereinafter referred to as "Assignor", and the City of Attica, Kansas, whose address is ______ Attica, Kansas 67009, hereinafter referred to as "Assignee."

ARTICLE I GRANTING AND HABENDUM CLAUSE

FOR AND IN CONSIDERATION OF THE PAYMENT TO ASSIGNOR OF ONE DOLLAR AND NO/100 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which consideration are hereby acknowledged, Assignor does hereby assign, sell and convey, without warranty of title, express or implied, unto Assignee all of Assignor's right, title and interest in and to (collectively herein called the "Property"):

- (1) that certain four inch (4") steel pipe depicted on the map attached hereto as Exhibit "A" and incorporated herein, together with any above ground appurtenances attached to such pipeline (the "Pipeline"); and
- the easements and rights of way upon which the Pipeline is located described on Exhibit "B" attached hereto and incorporated herein (the "Easements"); provided, however, with respect to the Right-of-Way and Easement from Larry J. Stranathan and Shirley M. Stranathan to Assignor dated January 25, 2011 more fully described on Exhibit "B" (the "Partially Assigned Easement") only that portion of such Partially Assigned Easement which pertains to the lands upon which the Pipeline is located is assigned hereunder, inasmuch as Assignor has other pipelines and facilities located on the Partially Assigned Easement, and Assignor is retaining all other rights in the Partially Assigned Easement.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, and appurtenances, in any way appertaining or belonging thereto, unto **Assignee** and to its successors and assigns, forever, subject to the terms and conditions hereof.

ARTICLE II RETENTION AND ASSUMPTION

- 2.1 ASSIGNOR SHALL REMAIN RESPONSIBLE FOR ALL COSTS, EXPENSES AND LIABILITIES, AND RETAINS ALL OBLIGATIONS, IN EACH CASE APPLICABLE TO THE PROPERTY AND TO THE PERIOD PRIOR TO THE EFFECTIVE DATE.
- 2.2 ASSIGNEE SHALL BE RESPONSIBLE FOR ALL COSTS, EXPENSES AND LIABILITIES, AND HEREBY ASSUMES ALL OBLIGATIONS, IN EACH CASE APPLICABLE TO THE PROPERTY AND TO THE PERIOD FROM AND AFTER THE EFFECTIVE DATE.

ARTICLE III DISCLAIMERS

Disclaimer. The Property is hereby conveyed by Assignor to Assignee without recourse. 3.1 covenant or warranty of any kind, express, implied or statutory. Any covenants or warranties implied by statute or law by the use herein of the words "grant", "convey" or other similar words are hereby expressly disclaimed, waived and negated. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE, CERTIFICATE, MAINTENANCE, OR SPECIFICATION, (II) ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE PHYSICAL CONDITION OF THE PROPERTY OR THE LANDS UPON WHICH THE PROPERTY IS LOCATED AND/OR (III) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW; IT BEING THE EXPRESS INTENTION OF BOTH ASSIGNEE AND ASSIGNOR THAT THE PROPERTY IS ASSIGNED TO ASSIGNEE IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

ARTICLE IV MISCELLANEOUS

- 4.1 <u>Binding Effect</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall be a covenant running with the land.
- 4.2 <u>Full Force and Effect</u>. This Assignment shall be in full force and effect from and after the date hereof.
- 4.3 <u>Choice of Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Kansas, without regard for principles of conflicts of law.
- 4.4 <u>Exhibits</u>. Reference is made to all Exhibits attached hereto and made a part hereof for all purposes. References in such Exhibit to instruments on file in the public records are made a part hereof for all purposes.

EXECUTED to be effective as of the day first above written.

Assigno	r:		
WEST	WICHITA	GAS	GATHERING
LLC			
_			

Name: Thomas & Whichaus
Title: EUP Operations

Assignee: CITY OF ATTICA, KANSAS

By: Innula Wenter
Name: Jennifer Dunter
Title: City Clerk

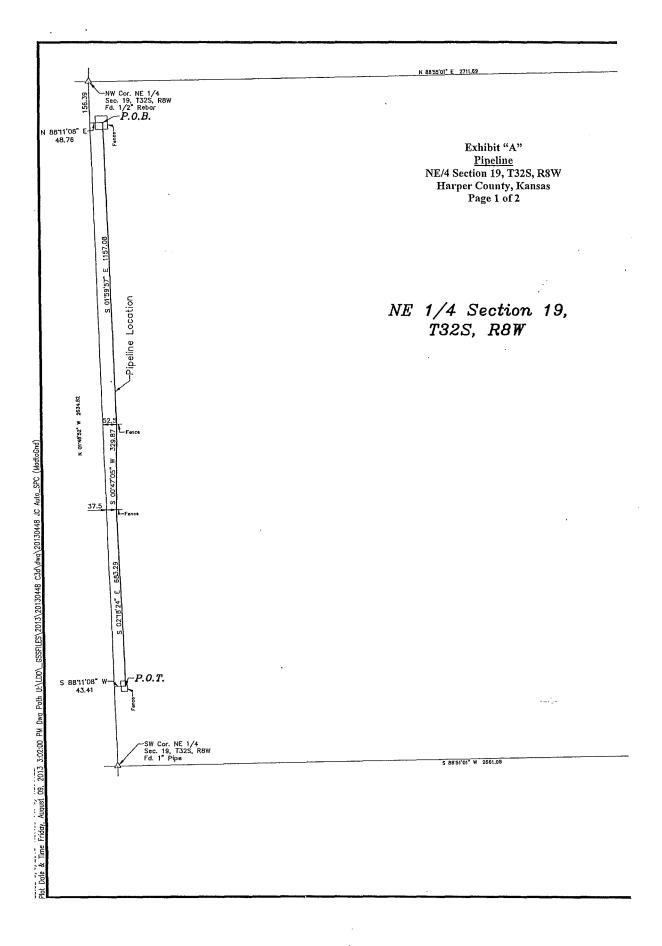
·	COUNTY OF TULSA }
Thoma	SP Villiam The foregoing instrument was acknowledged before me on this date by as <u>Exercises</u> for West Wichita Gas Gathering, LLC as the designated officer of said entity, on behalf of said entity.
	IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State set forth above, on the date set forth above. County and State set forth above, on the date set forth above.
	THE STATE OF KANSAS } COUNTY OF HARPER }
	The foregoing instrument was acknowledged before me on this date by D 13 20 as Cth clark for CITY OF ATTICA, KANSAS, as the designated Innic Dunce of said entity, on behalf of said entity.
	IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State set forth above, on the date set forth above. JAMIE DEVINEY Notary Public - State of Kansas My Appt. Expires 6-9-2018 NOTARY PUBLIC
	MY COMMISSION EXPIRES:

THE STATE OF OKLAHOMA

6-9-2018

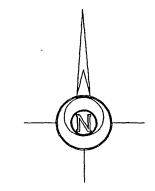
EXHIBIT "A"
TO
QUITCLAIM ASSIGNMENT AND BILL OF SALE
BETWEEN
WEST WICHITA GAS GATHERING, LLC
AND
CITY OF ATTICA, KANSAS
DATED
10 13 2014

PIPELINE HARPER COUNTY, KANSAS



NE Cor. NE 1/4 Sec. 19, T32S, R8W Fd, 5/8" Rebor

Exhibit "A" **Pipeline** NE/4 Section 19, T32S, R8W Harper County, Kansas Page 2 of 2



600 400

BASIS OF BEARING = KANSAS STATE PLANE GRID

DESCRIPTION:

A pipeline located in the Northeast Quarter of Section 19. Township 32 South, Range 8 West of the 6th Principal Meridian in Harper County, Kansas, the centerline of which is described as

follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 19, Township 32 South, Range 8 West of the 6th Principal Meridion; thence with a bearing of South 01'48'52" East based on Kansos State Plane Grid of the NAD 83 Network along the West line of said Northeast Quarter 156.39 feet; thence North 88'11'08" East 48.76 feet for the point of beginning; thence South 01'59'57" East 1,157.08 feet; thence South 00'47'05" West 329.87 feet; thence South 02'18'24" East 683.29 feet to a point that is 43.41 feet East of the West line of said Northeast Quarter for the point of termination.

SURVEYOR'S CERTIFICATE:

I hereby certify this plot to be a true, correct and complete representation of the pipeline, as surveyed under my supervision, this 9th day of August, 2013.

SE Cor. NE 1/4 Sec. 19, T32S, R8W Fd. 1" Pipe

Prepared For

LUMEN MIDSTREAM **PARTNERSHIP**

scrpnon: A PORTION OF THE NE 1/4 SECTION 19, T32S, R8W HARPER COUNTY, KANSAS

NO SURVE



Garber Surveying Service, P.A.

 HUTCHINSON
 (Main Office)
 2908 North Plum St. 67502
 Ph. 620-665-7032 Fax 620-663-7401

 McPHERSON
 (Branch Office)
 115 East Marlin 67460
 Ph. 620-241-4441 Fax 620-241-4458

 NEWTON
 (Branch Office)
 511 North Poplar St. 67114
 Ph. 316-283-5053 Fax 316-283-5073

KLL Drawn By: Scale: 1"=200'

Date of Field Work: July 23, 2013

DEG

Date: 08/09/2013

Sheet I of I Sheet(s)

G2013_AAR

EXHIBIT "B" TO QUITCLAIM ASSIGNMENT AND BILL OF SALE BETWEEN WEST WICHITA GAS GATHERING, LLC

F WICHITA GAS GATHERING, LLC AND CITY OF ATTICA, KANSAS

DATED (0) 13 90W., 2014

EASEMENTS HARPER COUNTY, OKLAHOMA

Grantor/Lessor	Assignee/Lessee	<u>Date of</u> <u>Instrument</u>	Legal	Section	Township	Range	County	Book/ Page
Larry J. and Shirley M. Stranathan	West Wichita Gas Gathering, LLC	1/25/2011	NW/4 of NE/4	19	325	W8	Harper	G91/1740
Attica Rural High School District No. Four (4)	The Drillers Gas Company	5/12/1956	NW/4 of NE/4	19	328	8W	Harper	17M/456
Isaac H. Deyoe and Kittie W. Deyoe, husband and wife	The Drillers Gas Company	4/30/1956	NW/4 of NE/4	19	32S	8W	Harper	17M/456

1950501.1:620773:02322

RIGHT-OF-WAY AND EASEMENT

		(1) Of	RHONDA BERRY, REGISTER OF DEEDS
STATE OF KANSAS)	Sellster of Ose	Book: G91 Page: 1740 Receipt #: 7571 Pages Recorded: 3
COUNTY OF HARPER) ss.	(* SEAL *)	Cashier Initials: dan Date Recorded: 4/12/2011 11:40:05 AM
COOTT OF THEIR EX	,	County take	און כמנטויוו וומסיסויף נושטימטה און

KNOW ALL MEN BY THESE PRESENTS, that Larry J. Stranathan and Shirley M. Stranathan, his wife hereinafter referred to as Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations paid by WEST WICHITA GAS GATHERING, LLC, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant to Grantee, Grantee's successors and assigns, a right-of-way and easement to locate, construct, alter, maintain, operate, inspect, repair, change the size of, relay and remove [one] pipeline for the movement of oil, gas, petroleum, natural gas liquids or any of their products, water or other fluids or other products or byproducts thereof and the transmission of communication signals related thereto, with appurtenances thereto including, but not limited to, valves, fittings, tie-overs, metering equipment, and cathodic protection equipment, and communication equipment (e.g. markers, poles, wires, lines and fiber optics) over, under and through a strip of land fifteen feet (15') in width, located in:

The Southwest Quarter (SW/4) and the Southwest Quarter of the Southeast Quarter (SW/4SE/4) of Section Eighteen (18) and the North 11 rods of the Northwest Quarter of the Northeast Quarter (NW/4NE/4) of Section Nineteen (19), all in Township Thirty-two (32) South, Range Eight (8) West of the Sixth P.M., Harper County, Kansas.

Grantor represents and warrants that Grantor is the owner in fee simple of the land above described, subject only to valid and existing mortgages, oil and gas leases and other encumbrances, if any, appearing of legal record in said Harper County, Kansas.

That said Grantee hereby covenants to bury its pipeline thirty-six inches (36") below surface of the ground so that the same will not interfere with the cultivation of said premises.

During temporary periods Grantee may use an additional thirty-five feet (35') in width along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, alteration, maintenance, repair, changing the size of, removal or replacement of the said pipeline and appurtenances thereto. This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, together with the right to use existing roads, for the purpose of locating, constructing, altering, inspecting, repairing, relaying, operating and maintaining the pipeline and appurtenances thereto and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe, and Grantee agrees to pay any damages which may arise to crops, fences or buildings of said Grantor from Grantee's exercise of the rights herein granted. During construction, Grantee shall have the right to use an additional work space of one hundred feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

In the event that Grantee shall breach any fence in constructing such a pipeline hereunder, it shall be obligated to erect H-braces at the points of such breach and, after the completion of construction to

stretch again the fencing across the same, so as to maintain such fences in good state of repairs.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict, or interfere with Grantee's surface or sub-surface rights hereunder or disturb any of Grantee's pipelines or appurtenances (e. g. equipment, facilities, etc.). Grantor agrees not to build, create or construct any lakes, ponds, obstructions, engineering works, or other structures, facilities or equipment within or over said easement nor change the grade of the surface of the ground within the right-of-way, nor permit any of the foregoing to be done by others. Grantee shall have the right to cut, trim and keep clear all trees, shrubs, brush and other obstructions that may injure, endanger or interfere with the rights granted Grantee hereunder.

When said right-of-way and easement are no longer useful, necessary or convenient to Grantee for the purposes described herein, Grantee shall execute and record a reconveyance and release of this instrument. Grantee shall have no obligation to remove any pipelines or other facilities or equipment installed hereunder or restore the premises, but shall have the option, at Grantee's sole discretion, to do so with respect to all or any of the same.

Grantor and Grantee agree that the above mentioned consideration includes payment for damages for initial pipeline and appurtenant facilities construction.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary or convenient to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

EXECUTED this 25⁴⁵ day of Junuary 2011.

GRANTOR:

Larry J Stranathan

Shirley M. Stranathan

GRANTEE:

WEST WICHITA GAS GATHERING, LLC

Michael D. Lafferty

Pipeline Systems Supervisor

ACKNOWLEDGEMENT

STATE OF Mansas) ss. COUNTY OF Harpar
Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this QLath day of Notary J. Stranathan and Shirley M. Stranathan his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed same as their free and voluntary act and deed, for the use and purposes therein set forth.
Witness my hand and official seal.
LARRY LESLIE Notary Public - State of Kansas My Appt. Expires 4-16-12 Notary Public
My commission expires: April 16 2012
ACKNOWLEDGEMENT
STATE OF LINGMAN) ss.
Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 26th day of Supervisor, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed same as his free and voluntary act and deed, for the uses and purposes therein set forth.
Witness my hand and official seal.
Notary Public Derry
My commission expires: 4 20 20 3 BILLIE JO PERRY Notary Public - State of Kansas My Appt. Expires 4 20 20 12

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Check Date: Oct/20/2014				Check No.	022517
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
102014	Oct/20/2014	00032159	28.00	0.00	28.00

Vendor Number		Name	Total Discounts	
0000001312		Harper County	\$0.00	
Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
022517	Oct/20/2014	\$28.00	\$0.00	\$28.00

ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW, DO NOT CASH IF NOT PRESENT

West Wichita Gas Gathering, LLC 4200 E Skelly Duve, Suite 760 Tulsa, OK 74135 (918) 584-0052

Date Oct/20/2014 32-75/1110 1881048811.

Pay Amount \$28.00**

****TWENTY-EIGHT AND XX / 100 DOLLAR***

To The Order Of

> HARPER COUNTY Register of Deeds 201 N Jennings Anthony, KS 67003-2799

Second Signature Required if over \$25,000