

Mr. Dwayne Lancaster  
MKEC Engineering  
411 N. Webb Rd.  
Wichita, KS. 67206

**Re: CONSENT AGREEMENT**

Dear: Mr. Lancaster,

We have reviewed your plans on January 31, 2007. Subject to the conditions outlined in this consent letter ("Consent"), Westar Energy will consent to the following installation or activities:

Install a Sanitary Sewer line, Weir Wall and make grade changes highlighted in green, as shown

on the enclosed Exhibits "A&B" dated February 1, 2007. (We refer to our line as 138.18,

Northeast – Weaver located within the Northeast ¼ of Section 11, Township 27 South, Range 2

East Sedgwick Co., Kansas.)

This Consent is subject to the following conditions:

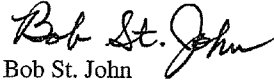
1. **Facility Isolation** Neither you nor your contractor(s) will locate or construct any installation or structure within 10 feet of Westar Energys' existing facilities.
2. **Facility maintenance and operations.** You may not conduct any activity, alter the property or make any installation which would impede Westar Energys' vehicle access at all times to all poles affected by this Consent. Materials shall not be stockpiled within Westar's easement.
3. **Power line safety.** You and any personnel hired or equipment used by you or your contractor(s) must maintain a minimum approach distance of 20 feet from all overhead wires. Further, you must comply with the Kansas Overhead Power Line Accident Prevention Act, at KSA 66-1709 *et seq.*, as amended to the extent the Act applies to your work hereunder. Neither you nor your contractor(s) will locate or operate any equipment that has an overall height of fourteen feet (14') above existing grade, or has booms, knuckle booms, derricks or any other part that can articulate more than fourteen feet (14') above existing grade, within Westar Energy easement without prior written consent.
4. **Prior notification.** You or your contractor(s) must give Westar Energy at least forty-eight hours notice , prior to the start of any work in the easement area. Please provide such notice by contacting Westar Energys' Supervisor Transmission Line Maintenance, at 785-575-1608.
5. **Indemnification.** You hereby agree to assume all risk and liability for accidents and damages that may occur to persons or property on account of any work or activities conducted on or near Westar Energys' easement or facilities, whether conducted by you, your agents, employees, contractors or subcontractors or other persons hired by you or under your control. You further agree to indemnify, hold harmless and defend (including costs and attorney fees) Westar Energy, Inc., from any and all costs, liabilities, expenses, suits, judgments, injuries or damages to persons or property, or claims of any nature whatsoever arising out of or relating to this Consent or the work or activities contemplated herein, and whether caused by you, your agents, employees, contractors, or subcontractors, or other persons hired by you or under your control.

This Consent is based on your plans identified above. Should your plans change, please notify me immediately, so we can modify the requirements in this Consent, if necessary.

Please indicate your acceptance of and agreement to be bound by the conditions outlined in this Consent, by signing in the manner provided below, and returning one signed original copy of this Consent to me. Upon our receipt of such fully-executed Consent, and subject to the conditions described herein, we will permit you to proceed with your construction in accordance with the plans as described herein. Otherwise, please call me if you have questions about this Consent, or the conditions described herein

Sincerely,

WESTAR ENERGY INC.



Bob St. John  
Director, Transmission Construction & Engineering

AGREED TO AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_