

Electric Line Modification/Relocation Agreement

WESTAR ENERGY, INC., a Kansas corporation hereinafter referred to as "WEI", hereby agrees with City of Wichita hereinafter referred to as "CUSTOMER", that WEI will provide the labor, equipment, materials and supplies to modify or relocate the electric power line on the property herein described, according to the terms and conditions set forth below.

1. The parties agree that the line modification/relocation is necessary to improve the following described real property, so that the property will be suitable for CUSTOMER's intended use:

Replace and relocate 12 structures and install 1 overhead guy pole to in line 69.47A Gill-Sheridan to Mac Arthur to clear the construction area for the improvements being made to Mac Arthur Street from Meridian Street to Seneca Street. Structures located in sections 13 and 18, T28S, R01W in Sedgwick County, Kansas.

2. CUSTOMER will be liable for the final cost of the line modification/relocation. The final cost will be based on the actual labor, equipment, supplies, materials and property acquisitions (such as easements or rights of way), needed to modify or relocate the line in accordance with standard industry practice and in order for the line to comply with WEI standards and the National Electric Safety Code. WEI estimates at this time that the cost of the line modification/relocation (excluding property acquisition costs) will be \$244,000. The cost and conditions relating to property acquisition if applicable, shall be attached and incorporated to this agreement and labeled "Appendix A."

3. CUSTOMER will make the payment for the actual costs not to exceed \$244,000 upon receipt of invoice after completion of the work. This amount is valid provided the work is completed on or before August 1, 2007.

4. Provided the foregoing conditions have been met, WEI will begin work on the line on or before February 15, 2007, and will have the modification or relocation completed on or before April 15, 2007. However, WEI may adjust or extend this work schedule as weather conditions require.

5. When the line modification or relocation is complete, WEI will submit to CUSTOMER an invoice for the final modification/relocation costs, less any amount CUSTOMER has already paid. CUSTOMER will then have 30 days from receipt of the invoice to pay WEI the amount due. If modification/relocation costs are less than the amount already paid by CUSTOMER, Westar Energy, Inc. will refund the balance to the CUSTOMER within 90 days of the completion of the work.

6. The Kansas Overhead Power Line Accident Prevention Act, K.S.A. 66-1709 *et seq.*, prohibits certain activity which is likely to place people, machinery or equipment within 10 feet of an overhead power line. Both prior to and after completion of the line modification/relocation, CUSTOMER will be responsible for limiting or prohibiting any work or activity on the above-described property, which activity is likely to violate the Overhead Power Line Act or to otherwise risk bodily injury or damage. CUSTOMER agrees to indemnify, hold harmless and defend WEI for any claims arising from CUSTOMER'S duties described in this paragraph.

Executed this day of , 2007

WESTAR ENERGY, INC.

("CUSTOMER")

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____