

**COOPERATIVE UTILITY RELOCATION AGREEMENT**

For

**"Improvements to Lee's Summit Road, Anderson Drive to U.S. 40 Highway"**  
**County Project No. 3122 / Federal Project No. STP-3301 (454)**

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of 2013, by and between **Missouri Gas Energy, a division of Southern Union Company**, a Delaware corporation and hereinafter referred to as "**MGE,**" and **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "**COUNTY.**"

WHEREAS, MGE has existing 8" and 16" gas facilities lying in MGE-owned easements along Lee's Summit Road from Anderson Drive to U.S. 40 Highway, in Sections 25 and 36, Township 49 North, Range 32 West in the area of a roadway improvement project, hereinafter called "the Project," proposed by the COUNTY; and,

WHEREAS, MGE and the COUNTY have determined that the existing gas facilities are located in such a fashion as to be in conflict with the Project such that relocation of the gas lines is necessary; and,

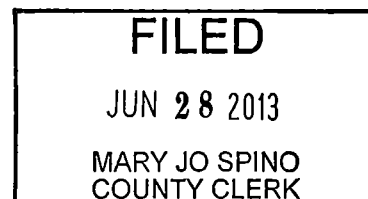
WHEREAS, it is agreed that it is necessary for MGE to develop plans for the relocation work and administer construction of the relocations utilizing its own forces; and,

WHEREAS, it has been determined by the parties to this Agreement that it is in the best interests of public health, safety and welfare to cause the aforementioned utility relocations to happen before construction of the Project.

NOW, THEREFORE, in consideration of the above and foregoing recital, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

**A. OBLIGATION OF MGE**

- 1 Furnish all survey, legal descriptions, negotiations and private or temporary easements necessary to complete all relocations listed on Exhibit A, attached hereto;
- 2 Provide all communication with the public as required to perform all surveys, staking and construction of the relocations;
- 3 Provide all necessary permits and right-of-entries necessary to perform the work.
- 4 Furnish all design required to relocate existing facilities that are in conflict with the roadway improvements to new locations outside the roadway construction limits;
- 5 Take responsibility for all materials and labor necessary to construct the relocations, whether by MGE manpower or independent contractor(s); and,
- 6 Complete all relocations within 180 days of receipt of the payment as provided in paragraph B.1.



**B. OBLIGATION OF THE COUNTY**

- 1 Pay to MGE the amount of **\$1,179,275** as compensation for relocation of gas facilities in conflict with the Project, and lying in MGE private easements as listed on Exhibit A attached hereto. Payments shall be made in three installments as follows: 50% upon execution of this Agreement; 30% upon commencement of construction; 20% upon completion of relocations.
- 2 Provide MGE with current roadway plans showing horizontal and vertical locations of proposed improvements and notify MGE of pertinent changes in roadway design which may affect relocation design.
- 3 Upon request by MGE, County's Consultant (HNTB) will review relocation design to check for potential conflicts.

**C. NOTIFICATION**

Any notices required pursuant to this agreement shall be deemed sufficient if sent via US Mail, first class postage, to the following:

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County Contact:

John McClernon, Project Manager  
Department of Public Works  
Jackson County, Missouri  
303 W. Walnut  
Independence, MO 64050

MGE Contact:

Mr. Jon Harrel  
Missouri Gas Energy  
3025 SE Clover Dr  
Lee's Summit, MO 64082

**D. WHOLE AGREEMENT:**

This Agreement is between MGE and the COUNTY and contains the entire agreement of the parties and supersedes any oral or other understandings between the parties, with regard to relocation of said gas facilities which are generally in conflict with the proposed Improvements to Lee's Summit Road as described above.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be duly executed on the date and year first above written.

**MGE**

MISSOURI GAS ENERGY, a division of  
Southern Union Company, a Delaware corporation

By: Robert J. Hack  
Robert J. Hack, Chief Operating Officer

Attest: \_\_\_\_\_

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

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

**FOR JACKSON COUNTY, MISSOURI**

The foregoing Contract has been ratified, approved and confirmed by the Legislature of Jackson County, Missouri by Resolution No. 18169 of \_\_\_\_\_, 2013.

Recommended by: Earl Newitt  
*Acting* Larry J. Schall, P.E.  
Director of Public Works

By: Mike Sanders  
Mike Sanders  
County Executive

Approved as to form this 28<sup>th</sup> day of June, 2013

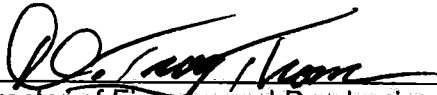
W. [Signature]  
County Counselor

Attest:  
Clerk of the Legislature Mary [Signature]

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$1,179,275.00 which is hereby authorized.

June 12, 2013  
Date

  
Director of Finance and Purchasing  
Acct. # 015-1540-58070  
1540 2013 002