STATE OF MISSOURI TRACT 32948

COUNTY OF JASPER LINE FP

RELOCATION AND REIMBURSEMENT AGREEMENT
City of Joplin Project Number 015-2768
32nd Street Widening, Central City Road to Schifferdecker Avenue

THIS AGREEMENT, entered into by and between SOUTHERN STAR CENTRAL GAS PIPELINE, INC. (formerly Cities Service Gas Company), a Delaware Corporation with its principal place of business being 4700 State Route 56, Owensboro, Kentucky 42304 respectively, hereinafter referred to as "COMPANY" and THE CITY OF JOPLIN, Missouri, a Missouri Municipality having an address of 602 S. Main, Joplin, MO 64801, hereinafter referred to as "CITY". COMPANY and CITY may be individually referred to as "PARTY" or collectively as "PARTIES";

WITNESSETH:

WHEREAS, COMPANY is the owner of COMPANY's FACILITIES and easements, therefore across the following land to wit:

WHEREAS, by virtue of a certain Right of Way Contract, Granting of Condemnation from the Circuit Court of Jasper County, Missouri to Cities Service Gas Company on the 27th day of September, 1977. Said Tract being described as: E/2 Sec. 19, T27N, R33W, except N/2 NW/4 NE/4 of said Section, Newton County, Missouri and all of the SE/4 and all of the E 1000' of the NE/4 lying S of the Railroad tracks in Sec. 18, T27N, R33W, except Railroad right-of-way and except the South 35 feet for roadway, Jasper County, Missouri. Recorded in Recorder of Deeds Office, Jasper County, Missouri in Book 1204, Pages 1703- 1720).

WHEREAS, COMPANY owns and operates a Twenty Inch (20") natural gas pipeline designated as "FP" with valves and other appurtenances thereto ("COMPANY's FACILITIES") across property described in the above-referenced agreements belonging to the landowners of record at the time the right of way and easement agreements were granted; and

WHEREAS, the CITY desires that the COMPANY's FACILITIES be relocated for improvements to 32nd Street, from Central City Road to Schifferdecker Avenue in which the City of Joplin shall widen the existing roadway (the "IMPROVEMENTS") located in the part of SE/4 SE/4 SE/4 of Section 18 Township 27N Range 33W, Jasper County, MO; and

WHEREAS, under the terms of this Agreement, COMPANY is willing to relocate COMPANY's FACILITIES to accommodate the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, COMPANY and CITY agree as follows:

1. COMPANY shall relocate a 20" Mainline Gate Setting for the IMPROVEMENTS as shown on "Public Street Plans for 32nd Street Widening, Central City Rd. to Schifferdecker Ave., Sections 17, 18, 19 & 20, Township 27N, Range 33W, City of Joplin, Missouri, Jasper & Newton Counties, Missouri, dated September 21, 2020 3:46 pm designated as "Exhibit A & B" attached hereto and made a part hereof. The CITY shall be responsible for any and all costs associated with the planning, design, engineering,

development, and relocation of COMPANY's FACILITIES. Where relocation has occurred, CITY agrees to prepare, and COMPANY agrees to execute and deliver to CITY, a partial release of COMPANY's existing private easement along 32nd Street.

2. CITY agrees that upon execution of this Agreement to reimburse COMPANY $431,976.00 (the "PAYMENT") for the CITY's costs and charges for the relocation of COMPANY's FACILITIES. This estimate, designated as "Exhibit C" attached hereto and made a part hereof, is not considered to be a minimum or a maximum.

   Should the total relocation cost be less than the PAYMENT, COMPANY shall refund the difference to CITY within thirty (30) days of the COMPANY's final accounting. In the event the actual costs and charges for the relocation of COMPANY's facilities exceed the PAYMENT, the CITY shall pay the COMPANY the balance due within thirty (30) days of the date of COMPANY's invoice.

3. CITY shall be responsible for any and all costs associated with relocation of COMPANY's FACILITIES, including without limitation, acquisition of necessary land rights, permits, engineering, drafting, surveying, construction, materials, company labor, overheads and any legal costs associated therewith.

4. COMPANY reserves the right upon written demand to secure additional advances from the CITY in the event that the CITY alters its IMPROVEMENTS in any manner, including without limitation, changes in the scope of work of the IMPROVEMENTS or changes in the relocation of COMPANY's FACILITIES.

5. CITY agrees to advance the COMPANY the balance of the monies due under this Agreement. In order to ensure proper and timely credit of the payment to the COMPANY, payment must be mailed to the following address and to the attention of the person below:

   SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
   Attn: Property Accounting – Job C63825
   4700 State Route 56
   Owensboro, KY 42301

6. In the event a PARTY requires a change in work, additional work to be done, or requires additional or different material to be used ("CHANGE[S]"), CITY agrees to pay COMPANY all additional indirect and direct costs incurred by COMPANY to accommodate any and all CHANGES made by a PARTY.

7. Subject to any natural gas commitments, COMPANY will endeavor to commence performance of work contemplated by this Agreement with reasonable diligence once all land rights and permits have been secured for the relocation provided that COMPANY shall not be obligated to commence or continue performance of the work in the event, in COMPANY's sole opinion, weather conditions or an event of force majeure prevents such work by COMPANY or its contractor. In no event shall COMPANY be liable for any consequential or incidental damages to CITY or any person or entity, including, without limitation, any third-party beneficiary to this Agreement.

8. To the fullest extent permitted by law, and subject to the limitations of the Missouri Tort Claims Act, CITY agrees to indemnify, save and hold harmless COMPANY, its parent, affiliates, and the employees, officers, directors, and agents thereof, from and against any loss, claim, cost or expense incurred by COMPANY including without limitation, losses resulting from claims for damage to property or injuries to or death of persons, and judgments, court costs and attorneys' fees which directly result from arise out of, or are claimed to have arisen out of, the construction, maintenance or other operations of CITY, its contractors and subcontractors, on any CITY property or easements. Prior to the commencement of the construction proposed hereunder, CITY shall provide COMPANY certificates of insurance evidencing coverage of $1,000,000.00 general liability for the construction of the proposed IMPROVEMENTS and containing thirty (30) days' notice of cancelation. This paragraph shall survive termination of this Agreement.

9. All work performed on COMPANY property and easements shall be performed in a workmanlike manner and in compliance with acceptable governmental and industry standards and codes. CITY agrees that it

shall be responsible for the full cost of restoration of the area(s) disturbed.

10. COMPANY shall make efforts to have the relocation of COMPANY's FACILITIES completed before June 1, 2022 unless delayed for adverse weather or force majeure events.

11. CITY acknowledges that the natural gas pipeline is cathodically protected and hereby relieves COMPANY of any liability for damage to any IMPROVMENTS or any additions thereto due to said cathodic protection.

12. COMPANY will be required to obtain environmental approvals prior to the CITY performing work on COMPANY's workspace. COMPANY anticipates approvals being received prior to April 1, 2022 unless unforeseen issues arise. COMPANY will not be liable for any costs associated with CITY's work being delayed for COMPANY failing to obtain the environmental permits by April 1, 2022. Upon authorization to proceed by COMPANY, CITY will remove the habitats (trees, brush, etc.) for species protected by the Migratory Bird Treaty Act along with the habitats for the Northern Long-eared Bat on COMPANY's workspace prior to April 1, 2022. Failure to remove the habitats by April 1, 2022 will require COMPANY to perform environmental field assessments that may identify the presence of these species resulting in the construction start being delayed. CITY will be responsible for all costs associated with these delays

13. If CITY determines that relocation of COMPANY's FACILITIES is no longer necessary or shall be delayed, CITY may terminate this Agreement by providing written notice to COMPANY. CITY shall compensate COMPANY for all purchased materials and costs associated with the project, including costs associated with the return of materials purchased, engineering costs, and land acquisition costs incurred up to and including the date of cancellation. COMPANY shall apply the PAYMENT towards all costs incurred and refund the remaining PAYMENT funds within sixty (60) days of COMPANY closing its books on the project and final accounting.

14. In the event of a dispute, the PARTIES agree that they shall, in good faith, seek alternative means to resolve the dispute.

15. This Agreement does not create, and shall not be construed as creating, a partnership, joint venture, fiduciary, franchise, association or similar relationship between the parties hereto.

16. Neither this Agreement nor any provision contained herein may be amended, waived, discharged or terminated, except by an instrument in writing signed by the party against which enforcement of such amendment, waiver, discharge or termination is sought.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to the choice of law provisions. The parties hereto (i) agree that venue is proper in any judicial proceeding brought in connection with a dispute arising under this Agreement in any state or federal court of competent jurisdiction located within the state of Missouri. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE AGREEMENT.

18. Entire Agreement. This Agreement and the documents delivered pursuant hereto constitute the entire agreement between COMPANY and CITY with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between COMPANY and CITY with respect to the subject matter hereof.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement can be electronically signed, and electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Electronic copies of any signed original agreement will be deemed the same as delivery of an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

[*signature page to follow*]

CITY OF JOPLIN, MISSOURI:	SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
_____	_____
By: David Hertzberg_____	By: Shawn Patterson
Name: _____	Name: _____
Title: Director of Public Works	Title: Chief Operations Officer

STATE OF MISSOURI

COUNTY OF JASPER

ACKNOWLEDGEMENT OF CITY

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____day of_____, 2021, personally appeared David Hertzberg, who being duly sworn, did say that he is Director of Public Works, of the City of Joplin, Missouri, a Missouri Municipal corporation and that said instrument was signed on behalf of said City by authority of its City Council, and said Director of Public Works acknowledged said instrument to be the free act and deed of said City.

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 above written.

_____
Notary Public

My Commission Expires:_____

COMMONWEALTH OF KENTUCKY

COUNTY OF DAVIESS

ACKNOWLEDGEMENT FOR CORPORATION

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on the _____day of _____, 2021, personally appeared Shawn Patterson who being duly sworn, did say that he is the Vice President and Chief Operations Officer of Southern Star Central Gas Pipeline, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and Shawn Patterson 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 written above.

_____
Notary Public

My Commission Expires: _____

PUBLIC STREET PLANS FOR

32ND STREET WIDENING

CENTRAL CITY RD. TO SCHIFFERDECKER AVE.

SECTIONS 17, 18, 19 & 20, TOWNSHIP 27N, RANGE 33W

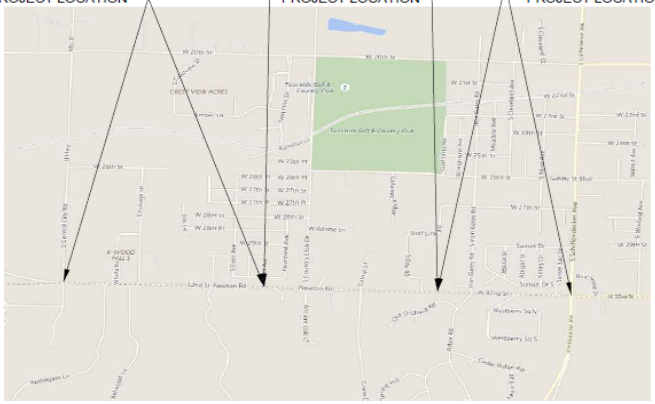
CITY OF JOPLIN, MISSOURI

JASPER & NEWTON COUNTIES, MISSOURI

"A" PLANS PROJECT LOCATION

"B" PLANS PROJECT LOCATION

"C" PLANS PROJECT LOCATION



LOCATION MAP

NOT TO SCALE

LEGEND

SURVEY CONTROL POINT
SURVEY BENCHMARK
SURVEY TEMPORARY BENCHMARK
GAS METER
GAS RISER
GAS MANHOLE
GAS REGULATOR
TELEVISION PEDESTAL
FIBER BOX
FIBER PEDESTAL
CABLE BOX
CABLE VAULT
TELEPHONE PEDESTAL
STORM MANHOLE
STORM GRATE
SANITARY MANHOLE
YARD LIGHT
LIGHT POLE
POWER POLE
POWER POLE W/ LIGHT
GUY WIRE
STUMP
BUSH
EVERGREEN TREE
DECIDUOUS TREE
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL MANHOLE
TRAFFIC SIGNAL POLE W/ ARM
TRAFFIC SIGNAL POLE
TRAFFIC SIGNAL CONTROL BOX
TRAFFIC SIGNAL PEDESTAL
ELECTRIC MANHOLE
ELECTRIC METER
ELECTRIC PANEL
ELECTRIC BOX
ELECTRIC CABINET
ELECTRIC JUNCTION BOX
SPRINKLER HEAD
SPRINKLER CONTROL VALVE
WATER METER PIT
WATER METER
WATER VALVE
FLAG POLE
SIGN
BOLLARD
WOOD POST
STEEL POST
COLUMN
BORE HOLE

SECTION LINE
PROPERTY LINE
CENTER LINE
PROPOSED ROW LINE
EXISTING ROW LINE
UTILITY EASEMENT
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
PROPOSED MAJOR CONTOUR
PROPOSED MINOR CONTOUR
EXISTING TELEPHONE LINE
EXISTING SANITARY LINE
EXISTING STORM LINE
EXISTING GAS LINE
EXISTING WATER LINE
EXISTING CHAIN LINK FENCE
EXISTING OVERHEAD ELECTRIC
EXISTING FIBER OPTIC CABLE
EXISTING FIRE LINE
GRADING LIMITS
TEMPORARY CONSTRUCTION EASEMENT
PROPOSED PERMANENT EASEMENT
PROPOSED CHAIN LINK FENCE
PROPOSED WOOD PRIVACY FENCE
EXISTING TREELINE
CONSTRUCTION LIMITS
UNDERBRUSH

ASPHALT PAVEMENT
CONCRETE SIDEWALK
CONCRETE DRIVE
AGGREGATE SURFACE
ASPHALT OVERLAY
STAMPED CONCRETE PAVEMENT
DETECTABLE WARNING SURFACE
CURB RAMP
ROCK BLANKET

ABBREVIATION TABLE

M.G.	MATCH GRADE
PVT.	PAVEMENT
T.O.C.	TOP OF CURB
B.C.	BACK OF CURB
E.P.	EDGE OF PAVEMENT
R/W	RIGHT-OF-WAY
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
PROP.	PROPOSED
EXIST.	EXISTING
TYP.	TYPICAL
(R)	REMOVAL
CONST.	CONSTRUCT
T.B.M.	TEMPORARY BENCHMARK
C.P.	CONTROL POINT
D.N.C.	DO NOT CHECK/FIELD
U.I.P.	USE IN PLACE
ADJ.	ADJUST
EL.	ELEVATION
EASMT.	EASEMENT
B-B	BACK OF CURB TO BACK OF CURB DIMENSION
℄	CENTERLINE

MISSOURI ONE CALL SYSTEM, INC.
1-800-DIG-RITE = 811
www.mo1call.com

THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL LINES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL "1-800-DIG-RITE" AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING ACTIVITIES. (1-800-DIG-RITE CALL BEFORE YOU DIG!)

DESIGN DESIGNATION

MAJOR ARTERIAL
DESIGN SPEED: 40 MPH
POSTED SPEED: 40 MPH
CLEAR ZONE = 16'



SECTION 17,18, 19 & 20, T-27-N, R-33-W
JASPER & NEWTON COUNTIES, MISSOURI

VICINITY MAP

UTILITIES INFORMATION

ELECTRIC
LIBERTY UTILITIES
602 JOPLIN ST., JOPLIN, MO 64801
BOB BATCHAR
(417) 625-5160

NATURAL GAS
SPIRE ENERGY
520 E. 4TH ST., JOPLIN, MO 64801
KEN MITCHELL
(417) 626-4831

TELEPHONE
AT&T
321 W. 4TH ST., JOPLIN, MO 64801
KENNETH HENSWORTHY
(417) 625-8090

WATER
MISSOURI-AMERICAN WATER CO.
2650 E. 32ND ST. – SUITE 121
JOPLIN, MO 64804
DAVID QUINN
(417) 623-0676 EXT. 1004

CABLE TELEVISION
CABLE ONE DIGITAL
112 E. 32ND ST., JOPLIN, MO 64804
RANDY HENNESY
(417) 206-0399

INDEX OF SHEETS

SHEET NO.	TITLE
1	TITLE SHEET
2	GENERAL LAYOUT PLAN
3–6	CURB GRADE CONTROL AND ALIGNMENT DATA
7	GENERAL NOTES
8	OVERALL SUMMARY OF QUANTITIES
9–12	GEOTECHNICAL BORE LOCATIONS AND BORE LOGS
13–21	CONSTRUCTION SEQUENCING
~~22–29~~	~~STREET LIGHTING PLANS~~
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32	SANITARY SEWER EXTENSION PLAN
33–34	STANDARD DETAILS PAVING DETAILS
35–42	STORM DRAIN DETAILS
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"A" PLANS - CENTRAL CITY RD. TO JENNIFER AVE

A1	TITLE SHEET
A2	SUMMARY OF QUANTITIES
A3–A9	RIGHT-OF-WAY AND EASEMENT PLANS
A10–A16	DEMOLITION AND REMOVAL PLANS
A17–A20	TYPICAL SECTIONS
A21–A34	ROADWAY PLAN AND PROFILES
A35–A37	SIDE STREET PLAN AND PROFILES
A38–A41	INTERSECTION LAYOUTS
A42–A43	DRIVE LAYOUTS
A44–A45	DRAINAGE AREA MAP AND CALCULATIONS
A46–A51	STORM DRAIN PROFILES
A52–A58	STRIPING PLANS
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"B" PLANS - JENNIFER AVE. TO E. OF DAY RD.

B01	TITLE SHEET
B02	SUMMARY OF QUANTITIES
B03–B12	RIGHT-OF-WAY AND EASEMENT PLANS
B13–B21	DEMOLITION AND REMOVAL PLANS
B22–B24	TYPICAL SECTIONS
B25–B38	ROADWAY PLAN AND PROFILES
B39–B48	SIDE STREET PLAN AND PROFILES
B49–B49	INTERSECTION LAYOUTS
B50–B54	DRIVE LAYOUTS
B55–B57	DRAINAGE AREA MAP AND CALCULATIONS
B58–B70	STORM DRAIN PROFILES
B71	RETAINING WALL PLAN AND PROFILES
B72–B79	STRIPING PLANS
B80–B120	CROSS SECTIONS

"C" PLANS - E. OF DAY RD. TO SCHIFFERDECKER

C1	TITLE SHEET
C2	SUMMARY OF QUANTITIES
C3–C7	RIGHT-OF-WAY AND EASEMENT PLANS
C8–C12	DEMOLITION AND REMOVAL PLANS
C13–C14	TYPICAL SECTIONS
C15–C24	ROADWAY PLAN AND PROFILES
C25–C26	SIDE STREET PLAN AND PROFILES
C27–C28	INTERSECTION LAYOUTS
C29–C31	DRIVE LAYOUTS
C32–C33	DRAINAGE AREA MAP AND CALCULATIONS
C34–C36	STORM DRAIN PROFILES
C37–C41	STRIPING AND SIGNAGE PLANS
C42–C68	CROSS SECTIONS

PREPARED & SUBMITTED BY:

OLSSON
702 S. MAIN STREET
JOPLIN, MISSOURI 64801

BRIAN COOMES P.E. DATE

I CERTIFY THESE PLANS WERE PREPARED BY ME OR UNDER MY IMMEDIATE PERSONAL SUPERVISION.

APPROVED BY:

CITY OF JOPLIN, MISSOURI

CITY ENGINEER DATE

olsson

Olsson - Civil Engineering
Missouri Certificate of Authority #001392
702 S. Main St
Joplin, MO 64801

TEL. 417.781.0643 www.olsson.com

PRELIMINARY
NOT FOR CONSTRUCTION

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
		REVISIONS	

OVERALL TITLE SHEET

32ND STREET WIDENING
CITY OF JOPLIN

JOPLIN, MISSOURI

2020

drawn by: DMW/CWS
checked by: PMT/BRC
approved by: BRC
QA/QC by: PMT/BRC
project no.: 015-0768
drawing no.: S_TTL_ROW
date: 8.14.2020

SHEET
1 of 45

Exhibit "A"

Exhibit "B"

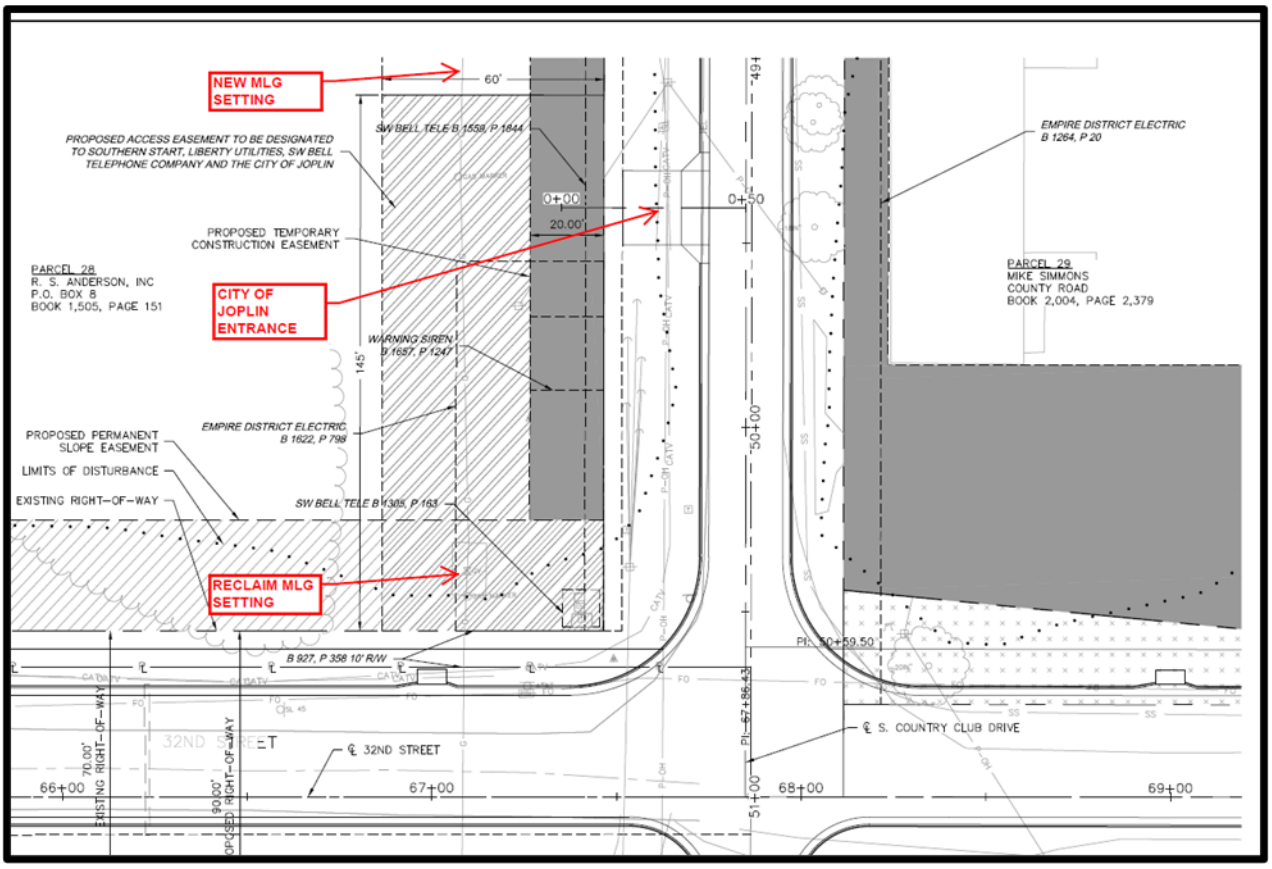

NEW MLG SETTING
60'
SW BELL TELE B 1558, P 1644
PROPOSED ACCESS EASEMENT TO BE DESIGNATED TO SOUTHERN START, LIBERTY UTILITIES, SW BELL TELEPHONE COMPANY AND THE CITY OF JOPLIN
0+00
20.00'
0+50
EMPIRE DISTRICT ELECTRIC B 1264, P 20
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PARCEL 28
R. S. ANDERSON, INC
P.O. BOX 8
BOOK 1,505, PAGE 151
CITY OF JOPLIN ENTRANCE
PARCEL 29
MIKE SIMMONS
COUNTY ROAD
BOOK 2,004, PAGE 2,379
WARNING SIREN
B 1657, P 1247
145'
EMPIRE DISTRICT ELECTRIC B 1622, P 798
PROPOSED PERMANENT SLOPE EASEMENT
LIMITS OF DISTURBANCE
EXISTING RIGHT-OF-WAY
SW BELL TELE B 1305, P 163
RECLAIM MLG SETTING
50+00
PI: 50+59.50
B 927, P 358 10' R/W
PI: 57+86.43
℄ S. COUNTRY CLUB DRIVE
32ND STREET
℄ 32ND STREET
70.00' EXISTING RIGHT-OF-WAY
90.00' PROPOSED RIGHT-OF-WAY
66+00
67+00
68+00
69+00
51+00

Exhibit "C"

Estimate Summary

SOUTHERN STAR
CENTRAL GAS PIPELINE

Relocate Line FP 32nd Street MLG Valve for City of Joplin

C63825 PDF 3369

Rev 0

COST ESTIMATE

Based on Scope Dated 02/25/21, Rev. 0

Gate 1

SUMMARY

Scope: Relocation of MLG Valve, Line FP 20" at 32nd Street in the City of Joplin.

Assumptions:

1. Contract labor for construction and inspection.
2. SSCGP to perform project design/engineering, survey, drafting, project management, land, and environmental.
3. Line can be taken out of service; CNG Trailer required.
4. In Service: 5/4/2022; Construction Start 4/18/2022
5. Project is 100% Reimbursable.

Category	R-Job Retirement	C-Job Estimate
Materials		$94,899
Construction	$3,500	$189,600
Survey		$0
Right-of-Way		$1,700
Legal & Public Affairs		$0
Environmental		$200
Inspection		$31,579
Engineering		$0
Southern Star		$46,743
A&G Overhead		$19,711
AFUDC		$4,774
SUBTOTAL	$3,500	$389,205

R-Job & C-Job Subtotal	$392,705	
R-Job & C-Job Contingency	$39,271	
R-Job & C-Job Total	**$431,976**	Reimbursable 100%