

Authority: City of Overland Park
Project Route: Antioch Road 151st St. to 167th St.
County of Johnson
Distribution Facilities
WR. No. 190343
LINE C.O. No. 7-66981C
R.E. No. S-3270

UTILITY AGREEMENT

THIS AGREEMENT is made _____, 2008, by and between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, with its address at P.O. Box 418679, Kansas City, Missouri 64141, hereinafter called "Company", and The City of Overland Park in the State of Kansas acting by and through the City Council, hereinafter called "City".

WITNESSETH:

WHEREAS, the City proposes to improve a section of Roadway designated as Antioch Road.

WHEREAS, in order to construct and improve said Roadway in accordance with said plans, it will be necessary to adjust certain facilities of the Company so as to maintain the present services of said Company, such changes being generally shown in legend on Company's plans, identified as Company's C.O. No. 7-66981C consisting of eight (8) sheet(s) each, which plans are by reference incorporated herein and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Company's facilities which will be relocated and rebuilt include distribution lines which are essential for Company to keep in operation in order to furnish continuous electrical service to Company's customers served by said lines. Therefore, Company may maintain such facilities in their existing locations until such time as new right of way is acquired or made available and/or governmental permits are secured by the Company for placement of its relocated facilities and it has relocated existing facilities or constructed new facilities as required.

Company will proceed with the relocated and/or construction without unreasonable delay after the new right of way is made available.

2. Company shall develop the adjustment costs of the work by using the actual and related indirect costs accumulated in accordance with Company's established work order accounting procedure, and Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals and other necessary costs involved in such work. The City Engineer, or any other authorized agent of the City shall have access at all reasonable times to such Company records.

3. Company shall notify the City of the nature and extent of any substantial change made in the plans hereinabove referred to, and such plans shall thereupon be deemed modified to include such changes.

4. City will reimburse the Company for the cost of adjustments affecting those portions of Company's facilities which were installed on private property and are being relocated due to this project.

5. City's obligation for such relocation is now estimated to be \$567,551.00. Upon completion of the work in accordance with the plans, City will promptly reimburse

