

GAS MAIN RELOCATION AGREEMENT

THIS GAS MAIN RELOCATION AGREEMENT, made and entered into by and between Atmos Energy Corporation, hereinafter referred to as "the Company" and the City of Overland Park ~~Kansas~~, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, the City proposes a road improvement project described as City of Overland Park Pflumm Road-----143rd to 135 Street

and

WHEREAS, the Company is the owner of certain natural gas distribution pipelines and facilities located wholly or in part on private easements as shown in the plans of said project, and said pipelines or facilities are not located entirely upon existing road right-of-way

and

WHEREAS, The Company certifies that its facilities located in or about the area to be traversed by said road improvement are on location where it has right of occupancy either by holding the fee, an easement or other property interest.

NOW, THEREFORE, IT IS AGREED:

1. That the Company will relocate the natural gas pipeline and facilities in accordance with Paragraph 13 of this Agreement, and Exhibit "A" and "B" attached hereto; or, if agreed upon by both parties, in writing, the City will relocate the natural gas pipeline and facilities by use of a Company-approved contractor. Company has the right, at its sole option, to design and inspect any work, along with overseeing the actual construction, of the project.

2 The City will reimburse and pay to the Company all of the Company's cost of construction, relocation and/or inspection of those parts of the natural gas pipeline located within private easement in accordance with the job drawing. It is understood that the estimated total cost to construct, relocate and/or inspect the pipeline is \$42,912.00 as shown on Exhibit "B". The percentage of actual costs of construction, relocation and/or inspection to be borne by the City, and payable to Company, is 87% as shown of Exhibit "B". Notwithstanding anything contained herein to the contrary, if the City utilizes a contractor to perform the construction and relocation of the facilities described herein, all costs attributable to the work of such contractor will be borne and paid for by the City regardless of whether such work is done on public or private easement.

3. The Company will develop the cost of the construction, relocation and inspection by using actual and related indirect costs accumulated in accordance with standard work order accounting procedures, and the Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, administrative, engineering, inspection, and other necessary cost involved in such work. The City, or any other authorized agent of the City shall have access at all reasonable times to such Company records. It is understood that these Company records are kept at the Company's corporate office located in Denver, CO and all costs incurred by the City related to the inspection of the project records shall be borne by the City.

4. Upon completion and relocation of the existing pipelines and facilities in accordance with the said job drawing, the City will promptly reimburse the Company for the costs of such upon submitting of an itemized invoice for such cost to the City

5. The City grants the Company the right to construct relocated pipelines and facilities within the new road right-of-way as shown on Exhibit "A" as per the Company's franchise agreement with the City.

6. The City will reimburse Company costs, for pipelines and facilities previously located on Company's private easement but now remaining upon highway right-of-way under the terms of this agreement, when at any time in the future the City requests that said pipelines and facilities be relocated.

7. The Company will relinquish its exclusive rights-of-way included with the proposed new highway right-of-way within the limits of this described highway improvement project upon reimbursement by the City of the Company's cost of relocation.

8. That the construction involved with the relocation of the Company's facilities shall be completed within a reasonable length of time after the City notifies the Company, in writing, that the alterations may proceed.

9. The Company will maintain its facilities in a manner which will not endanger the vehicular traffic.

10. The Company agrees to indemnify and hold harmless the City and the State of Kansas against and from any and all liability, loss and expense and shall defend all claims resulting from loss of life or damage or injury to persons or property where causation is directly or indirectly resulting from the work performed by the Company, except those claims resulting from the negligent acts of agents or employees of said City and State.

11. The City agrees to indemnify and hold harmless the Company against and from any and all liability, loss and expense and shall defend all claims resulting from loss of life or damage or injury to persons or property where causation is directly or indirectly resulting from the work performed by the City, except those claims resulting from the negligent acts of agents or employees of the Company.

12. The City will provide at its expense center line or right-of-way and grade staking at minimum intervals of 200 feet for the use of the Company in relocating its facilities.

13. Description of relocation work to be performed:

Relocate approximately 1120 feet of 6-inch polyethylene pipe and appurtenances to clear the proposed road improvement as shown on Exhibits "A" and "B"

Estimated total cost of work to be performed is \$42,912.00 with the percentage of total actual costs of completed work to be borne by the City is 87%.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this _____ day of _____.

EXECUTED BY THE CITY THIS
19th day of March, 2003

BY: _____
Robert D. Lowry
Director of Public Works

ATTEST: _____

APPROVED AS TO FORM:

Jane Neff-Brain, Attorney for the City

EXECUTED BY THE COMPANY THIS
_____ day of _____.

ATMOS ENERGY

BY: _____
Alan Foster - Vice President, Operations

ATTEST: _____

Exhibit B

Pflumm, 135th to 143rd Streets

Material	\$5,720.00
Transportation	\$50.00
Contractor Labor	\$21,960.00
Inspection Labor	\$3,890.00
Indirect Labor	<u>\$11,292.00</u>
TOTAL	\$42,912.00