

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this 22nd day of February 2022, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and the ***MICHELLE DOUGHTEN TRUST***, hereinafter referred to as “**Trust**,” **WITNESSETH:**

**WHEREAS**, the Trust is constructing a house at 1690 Woodland East within the City; and

**WHEREAS**, the current City overhead electric line is at a location that interferes with the Trust’s building project; and

**WHEREAS**, the Trust desires to move the current City overhead electric line; and

**WHEREAS**, the City desires to cooperate with the Trust to move the City’s overhead electric line; and

**WHEREAS**, the City desires to abandon a section of utility easement located at 1690 Woodland East, and

**WHEREAS**, the Trust desires to transfer and the City desires to accept a new utility easement located at 1690 Woodland East, and

**WHEREAS**, the parties have reached certain agreements concerning the aforesaid project and desire to memorialize the agreement between them in writing.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

1. The parties plan will follow the design attached hereto and incorporated herein as Exhibit A and will also follow the City’s specifications for electric utilities.

2. The Trust will employ a registered surveyor to provide the City with marked easements, an exhibit, and legal descriptions for the following:

a) the portion of utility easement to be vacated across 1690 and 1730 Woodland East; and

b) the portion of the new utility easement along the new electric route which will include;

i) a 10' utility easement that is parallel and adjacent to the Woodland East right of way; and

ii) a 15' utility easement that is not parallel and adjacent to the Woodland East right of way.

All of which is shown generally on Exhibit A.

3. The Trust will repair and replace any damaged lawn and landscaping on properties affected by the relocation of the underground electric lines.

4. The Trust is responsible for providing verification satisfactory to the City that no additional utilities exist within the easement to be abandoned.

5. The City will make all terminations in the existing transformers and will install all necessary lines for the new conductor. This work is subject to the weather since it is necessary to place a truck on the easements which could result in unnecessary damage to property.

6. The City will submit to the Trust a final invoice for the project which will not exceed \$5,400.00 unless rock obstructions are encountered at bore holes. The final invoice will be paid within thirty days. This amount does not include standard fees for electric service line and meter as part of the building permit package.

7. At the conclusion of the installation of the new electric power poles and distribution lines; verification that the electric line is functional; and verification that other non-City utilities have been removed; the City will abandon and release the utility easement now

located on 1690 Woodland East and accept the new utility easement as will be more particularly described by the Trust's registered surveyor. Building permits may then be issued upon proper application for the 1690 Woodland East building project.

8. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

9. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

10. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

11. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding as of the day and year first above written.

**CITY:**

CITY OF JACKSON, MISSOURI

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Dwain Hahs, Mayor

ATTEST:

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Liza Walker, City Clerk

**MICHELLE DOUGHTEN TRUST:**

*Michelle Doughten*

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Michelle Doughten, Trustee