

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 ***Bill C. and Shelley L. Zellmer Trust***, hereinafter referred to as the "**Trust**," **WITNESSETH:**

WHEREAS, the Trust has constructed a swimming pool with deck and pool house at 2024 Watson Drive within the City; and

WHEREAS, the current City underground electric line is at a location that is underneath the Trust's swimming pool, deck and pool house; and

WHEREAS, The Trust's swimming pool, deck and pool house were constructed without the City's knowledge or approval and constitutes a violation of the City building code; and

WHEREAS, the City desires to cooperate with the Trust to move the City's underground electric line; and

WHEREAS, the City desires to release a section of utility easement located on 2024 Watson Drive, 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 Trust has employed Sandin Engineering to provide the City with a plan for the underground electric line relocation for 2024 Watson Drive within the City. The engineering



plans 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 an exhibit plat and a legal description for the portion of utility easement to be vacated across 2024 Watson Drive as shown generally on Exhibit A. The Trust will be solely responsible for all payments to the registered surveyor for said plat and legal description.

3. The Trust will employ a contractor to install a three-inch in diameter conduit ("conduit") within the existing utility easement between the transformers located at 2346 and 2274 Watson Drive in a manner acceptable to the City. The Trust will pay all costs of designing and constructing said conduit within the municipal utility easements. The contractor will be licensed by the City and the project will be subject to City inspections.

4. The Trust will provide written notice to the owners of the property located at 2346 and 2274 Watson Drive, and 3429 and 3474 Spring Lake Trail that the Trust's contractor will bore the conduit in the existing twenty foot easement located along the owner's property lines. The Trust will repair and replace any damaged lawn and landscaping on those properties affected by the relocation of the underground electric lines.

5. The Trust will request Mr. Daniel H. Rau, the owner of 1962 Watson Drive, to remove the pampas grass now obstructing the transformer located at 1962 Watson Drive.

6. 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.

7. The City will submit to the Trust a final invoice for the project which will not exceed \$3,600.00, to be paid within thirty days. It is anticipated that an agreement will be

entered with Mr. Daniel H. Rau. The total cost for work performed by the City to move the electric line and abandon the easement will not exceed \$3,600.00.

8. At the conclusion of the installation of the conduit, verification that the underground electric line is functional, verification that other non-City utilities have been removed, the City will abandon and release the utility easement now located on 2024 Watson Drive. Building permits may then be issued upon proper application for the 2024 Watson Drive swimming pool pavilion project.

9. All other costs of the project, including design and labor for the conduit, will be paid by the Trust and at no cost to the City.

10. 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.

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



12. 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.

13. 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.

14. 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:

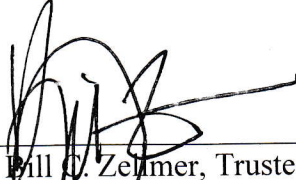
CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

The Bill C. and Shelley L. Zellmer Trust:



Bill C. Zellmer, Trustee

2/9/22