

**ELECTRIC LINE MODIFICATION/RELOCATION AGREEMENT**

WESTAR ENERGY, INC., a Kansas corporation ("WESTAR"), hereby agrees with **City of Olathe**, ("CUSTOMER"), that WESTAR will provide the labor, equipment, materials and supplies to modify or relocate the electric power line on the property herein described, according to the terms and conditions set forth below.

1. The parties agree that the line modification/relocation is necessary to improve the following described real property, so that the property will be suitable for CUSTOMER'S intended use: **Relocating poles #152, #153, and #154 located in S1 T14S R23E in Johnson County as shown on the attached exhibit "A" dated November 27, 2018 for Mahaffie Road south of I-35 project.**
2. CUSTOMER shall be liable for the final cost of the line modification/relocation. The final cost shall be based on the actual labor, equipment, supplies, materials and property acquisitions (such as easements or rights of way), needed to modify or relocate the line in accordance with standard industry practice and in order for the line to comply with WESTAR standards and the National Electric Safety Code. WESTAR estimates at this time that the approximate cost of the line modification/relocation (excluding property acquisition costs) will be **\$660,000**. The cost and conditions relating to property acquisition if applicable shall be attached and incorporated to this agreement and labeled "Appendix A."
3. CUSTOMER shall make the payment for the final costs upon receipt of invoice after completion of the work.
4. Provided the foregoing conditions have been met, WESTAR shall begin work on the line on or before **09-01-2019** and shall have the modification or relocation completed on or before **12-31-2019**. However, WESTAR may adjust or extend this work schedule as weather conditions require and depending upon electric system requirements.
5. When the line modification or relocation is complete, WESTAR shall submit to CUSTOMER an invoice for the final modification/relocation costs, less any amount CUSTOMER has already paid. CUSTOMER shall then have 30 days from receipt of the invoice to pay WESTAR the amount due. If modification/relocation costs are less than the amount already paid by CUSTOMER, WESTAR shall refund the balance to the CUSTOMER within 90 days of the completion of the work.
6. The Kansas Overhead Power Line Accident Prevention Act, K.S.A. 66-1709 *et seq.*, prohibits certain activity which is likely to place people, machinery or equipment within 10 feet of an overhead power line. Both prior to and after completion of the line modification- /relocation, CUSTOMER shall be responsible for limiting or prohibiting any work or activity on the above-described property, which activity is likely to violate the Overhead Power Line Act or to otherwise risk bodily injury or damage. CUSTOMER agrees to indemnify, hold harmless and defend WESTAR for any claims arising from CUSTOMER'S duties described in this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF OLATHE**

By: \_\_\_\_\_  
Michael E. Copeland, Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**WESTAR ENERGY, INC.**

By: *Paul Waller Sr Director Large Transmission Const.*  
Name and Title

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Corporate Counsel

**ACKNOWLEDGMENT**

STATE OF KANSAS

COUNTY OF JOHNSON

**BE IT REMEMBERED** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for the County and State aforesaid, came **Michael E. Copeland**, Mayor of the City of Olathe, Kansas, and **David F. Bryant III**, Deputy City Clerk of the City of Olathe, Kansas, who are personally known to me to be the same persons who executed the foregoing instrument on behalf of said City, and said persons duly acknowledged the execution of the same to be the act and deeds of the CITY OF OLATHE, KANSAS.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF Shawnee        )

**BE IT REMEMBERED**, that on this 17<sup>th</sup> day of February, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Paul J. Walker for Westar Energy, Inc., a Kansas Corporation, who is personally known to me to be such officer and the same person who executed the foregoing instrument on behalf of said Company, and said person duly acknowledged the execution of the same as the act and deed of the WESTAR ENERGY, INC.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

Carlene Barkley  
Notary Public

My Commission Expires:  
April 18, 2021





