MISSOURI COURT OF APPEALS
WESTERN DISTRICT

PAUL AND ERIN THARP, Respondents,
v.
SOUTHERN STAR CENTRAL GAS PIPELINE, INC., Appellant.

DOCKET NUMBER WD88122

DATE: SEPTEMBER 22, 2026

Appeal From:

Cass County Circuit Court
The Honorable R. Michael Wagner, Judge

Appellate Judges:

Division Four: Edward R. Ardini, Jr., Chief Judge, Presiding, Alok Ahuja, Judge, and Cynthia L. Martin, Judge

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Attorneys:

Michael Tamburini, Alexia Kallsen, Kansas City, MO, for respondents.

Samuel Heaney, Overland Park, KS, Douglas Silvius, Kansas City, MO, for appellant.

MISSOURI APPELLATE COURT OPINION SUMMARY

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v.
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WD88122 Cass County

Before Division Four Judges: Edward R. Ardini, Jr., Chief Judge, Presiding, Alok Ahuja, Judge, and Cynthia L. Martin, Judge

Southern Star Central Gas Pipeline, Inc. appeals from the trial court's entry of summary judgment in favor of Paul and Erin Tharp based on stipulated uncontroverted facts. Southern Star argues that the trial court erroneously construed a recorded right-of-way easement to require Southern Star to make a tap on its gas pipeline to provide the Tharps with natural gas service for their home. Southern Star also argues that it was error to award the Tharps monetary damages for breach of contract; to order Southern Star to begin providing gas service to the Tharps' house within 60 days; to make six factual findings outside the stipulated summary judgment record; and to conclude that the Tharps were entitled to an award of attorneys' fees.

AFFIRMED IN PART AND REVERSED IN PART.

Division Four holds:

1. Southern Star's claims of error that assume the trial court's initial judgment is the controlling judgment are denied as moot because the trial court's amended judgment is the controlling judgment.

2. The trial court did not commit legal error by interpreting the right-of-way easement to require Southern Star to make a tap on its gas pipeline to provide natural gas service to the Tharps because the plain language of the right-of-way easement, when read as a whole, requires the continued sale of gas as long as the pipeline is used to transport gas. It would be an unreasonable result to limit the continued obligation to sell gas as long as the pipeline is in use to only the house that was on the land when the right-of-way easement was granted since it would render this continued obligation illusory and meaningless, particularly as no argument was made by Southern Star that the tap requested by the Tharps materially varied from the tap originally provided.

3. The trial court erred in awarding monetary damages on the Tharps' breach of contract claim because the cross motions for summary judgment sought final judgments

resolving all claims asserted by the Tharps but were based on stipulated facts that did not address or establish monetary damages, so that the Tharps abandoned their claim for monetary relief.

Opinion by: Cynthia L. Martin, Judge September 22, 2026

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