City Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Tr. #\_\_\_

Parcel No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Trust)

**PERMANENT WATERLINE EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** Trustees of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE

GRANT OF EASEMENT

In consideration of One and No/100 Dollar ($1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, its successors and assigns, a permanent waterline easement, with rights to reasonable ingress and egress thereto, for the purposes of laying, constructing, reconstructing, operating, inspecting, maintaining, altering, repairing, replacing, substituting, relocating, adding to, and removing a waterline and/or its appurtenances on, in, over, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT “A” ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO

TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the waterline and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE

ADDITIONAL RIGHTS OF GRANTEE

(1) Grantee shall have the right to install additional waterline(s) or replace said line(s) with a larger line in the above-described easement at some future date and under the same conditions as the waterline was installed, except no additional payment shall be made for the purchase of said right.

(2) Grantee and its employees and agents shall have free access to the waterline, using such reasonable route as Grantor may designate or approve.

(3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim, remove, eradicate, cut and clear away any interfering trees, rocks, shrubs, roots, limbs, or surfacing material on the easement area now or in the future, whenever, in Grantee’s judgment, such growth will interfere with access to the waterline. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance, and paving restored to its former elevation and condition without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

SECTION FOUR

RIGHTS OF GRANTOR

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct nor permit to be constructed any house, structure, landscaping, trees, or any other obstruction on or over or interfering with the construction, maintenance, or operation of any waterline or appurtenance constructed pursuant to this instrument. Grantor may fence the whole or any part of the boundaries of the area within the Permanent Waterline Easement without approval of the City. Grantor further agrees that it will not change the grade of the area within the Permanent Easement without approval of the City. No other public utility line shall be installed parallel within ten (10) feet of the water/water transmission line. When a utility crosses above or below the water/water transmission line, the utility shall maintain a minimum of two (2) feet from the water/water transmission line at the crossing.

SECTION FIVE

PROTECTION OF SURFACE

Grantee agrees to bury all waterlines constructed on the premises at a depth so that such waterlines will not interfere with the drainage of the property.

SECTION SIX

RESTORATION OF SURFACE

After construction operations have been completed, Grantee shall restore the premises to as near as possible to the City’s construction plans.

Said restoration to be done within a reasonable time after construction completion.

SECTION SEVEN

ASSIGNMENTS

The rights granted herein shall not be assignable together or separately and in whole or in part without the written permission of both parties.

SECTION EIGHT

WARRANTY OF TITLE

Grantor covenants and warrants that it is the owner of the premises and has the right, title, and capacity to grant the easement herein conveyed.

SECTION NINE

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**GRANTOR:**

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

(Trust Name)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Address:

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

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

Mailing Address (if different from property address):

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

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

**ACKNOWLEDGMENT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name(s)) as Trustee(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of trust).

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

(Signature of notarial officer)

(Seal, if any)

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

Title (and Rank)

[My appointment expires: \_\_\_\_\_\_\_]

**GRANTEE:**

**CITY OF OLATHE, KANSAS**,

A Municipal Corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Manager

ATTEST:

(SEAL)

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

City Clerk

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

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

(Seal) Notary Public

[My appointment expires: \_\_\_\_\_\_\_]