

City Project No. _____
Project Name _____ Tr. # _____
Parcel No. _____
(LLC, Corporation, Partnership)

BIKE TRAIL, UTILITY AND RECREATIONAL EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 201__, by and between _____, a _____, 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 bike trail, utility and recreational easement, with the right to reasonable ingress and egress thereto, for the purposes of laying, constructing, operating, inspecting, maintaining, altering, repairing, replacing, substituting, relocating, adding to, and removing of the bike trail and/or utility lines 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.

Grantor does hereby covenant and promise to the Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

SECTION TWO
TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the bike trail, utilities and/or other recreational appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE
ASSIGNMENTS

The rights granted herein shall not be assignable together or separately nor in whole or in part without the written permission of both parties.

SECTION FOUR
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 FIVE
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:

(Name of LLC, Corporation, Partnership)

By: _____

Printed Name: _____

Title: _____

Street Address: _____

City, State & Zip: _____

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____

J. Michael Wilkes, City Manager

ATTEST:

Donald T. Howell, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 201____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title) of _____, a _____, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 201____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **J. MICHAEL WILKES**, City Manager of the City of Olathe, Kansas, and **DONALD T. HOWELL**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:
