

City Project No. \_\_\_\_\_  
Project Name \_\_\_\_\_ Tr. # \_\_\_\_\_  
Parcel No. \_\_\_\_\_  
(Husband and Wife)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_, husband and wife, hereinafter called Grantors, 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 sum of One and No/100 Dollar (\$1.00) and other good and 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantors do hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or \_\_\_\_\_, 20\_\_\_\_, whichever is the earliest date. Grantors agree that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantors reserve 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.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, the Grantors do hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

**GRANTORS:**

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
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 within and for the County and State aforesaid, came \_\_\_\_\_ and \_\_\_\_\_, husband and wife, who are personally known to me to be the same persons who executed the within document of their own free will and accord and have the authority to do so.

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:  
  
\_\_\_\_\_

**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:  
  
\_\_\_\_\_