

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

**PERMANENT WATERLINE 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 does hereby grant and convey 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 at all times have free access to the waterline, using such reasonable route as Grantor may designate or approve.

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 sufficient 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.

All of 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:**

\_\_\_\_\_  
(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:  
  
\_\_\_\_\_