PERMANENT SANITARY SEWER 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 PERMANENT 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, Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, 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
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenance constructed pursuant to this instrument.

SECTION THREE
ADDITIONAL RIGHTS OF GRANTEE

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

(2) Grantee and its employees shall have free access to the sanitary sewer line, 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 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 items will interfere with access to the sanitary sewer line. 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. 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
WARRANTY OF TITLE

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

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:

____________________________________
(Trust Name)

By: ___________________________
Printed Name: ____________________

By: ___________________________
Printed Name: ____________________

Property Address:

_______________________________

_______________________________

Mailing Address (if different from property address):

_______________________________

ACKNOWLEDGMENT

STATE OF ___________ )
 ss:
 COUNTY OF ________ )

BE IT REMEMBERED, that on this _____ day of ______________, 20___, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came ______________________ and ______________________, as Trustees of the ______________________, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

____________________________________
Notary Public

Printed Name: ________________________

My Appointment Expires:

________________________________
GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: ____________________________________
    J. Michael Wilkes, City Manager

ATTEST:

(SEAL)

_____________________________
Brenda Long, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS )
    ) ss:
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this ________ day of ________________, 20___ 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 BRENDA LONG, 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

Printed Name: _______________________

My Appointment Expires:

______________________________

07/30/2019