Project No.

Tract No.

**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF OVERLAND PARK, KANSAS,** a Kansas municipal corporation (“**Grantor**”), in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does hereby convey to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state) corporation/company/limited liability company, (“**Grantee”)**, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its successors and assigns, a utility easement across and under the property described in **Attachment A** attached hereto and incorporated herein (the “**Easement Property**”), including the right to enter on the easement and install, maintain and repair conduits, water, gas, sewer pipes, poles, wires, ducts, or underground cables for the transmission and distribution of electric energy and for communication purposes, the easement being across and under the following described land in the County of Johnson, State of Kansas, to wit:

**SEE ATTACHMENT ‘A’ (the "Easement Property")**

THIS EASEMENT is executed, delivered, and granted upon the following conditions:

1. Grantee hereby agrees to restore the Easement Property to as near the original condition as possible after any use of the easement.

2. Grantor may fully cultivate, use and enjoy the Easement Property, provided that such use shall not interfere with or jeopardize the installation, maintenance or operation of the Grantee authorized by the terms of this easement.

3. Grantee shall promptly protect, relocate, remove, or adjust its facilities located within the Easement Property if such actions are requested by Grantor for any public improvement or public project. Such relocation or adjustment shall be performed by the Grantee at its sole expense, without expense to Grantor, its employees, agents or authorized contractors.

4. Grantee shall defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorneys’ fees, resulting from any injury to persons or property or from loss of life sustained by any person arising from Grantee’s use of the Easement Property.

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5. This Easement shall be filed with the Register of Deeds, Johnson County, Kansas and shall inure to and bind the heirs, executors, administrators, successors and assigns of the parties, and shall constitute a covenant running with the land.

This Utility Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property. It shall be filed of record with the Register of Deeds, Johnson County, Kansas.

ATTEST: CITY OF OVERLAND PARK

City Clerk *Mayor/City Manager/ Department Director*

APPROVED AS TO FORM:

Attorney for the City

**MUNICIPAL CORPORATE ACKNOWLEDGEMENT**

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 (name) ,

 (title) , of the City of Overland Park, Kansas, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Marian Cook, City Clerk of said municipal corporation, who are personally known to me to be the same persons who executed as such officials the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

 Notary Public

 Notary Stamp:

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