

UTILITY EASEMENT

STATE OF KANSAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARPER §

That the undersigned, hereinafter called "Grantor" for valuable consideration does hereby grant unto the City of Anthony and or the City of Anthony Authorized Franchisee, an easement and right-of-way upon, across, and under the property described on Attachment "A" attached hereto and incorporated herein by reference. The width of the easement shall be 20' and shall include the subsurface below and space above.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the City of Anthony, successors and assigns. Grantor represents that he or she is the owner of the above-described tract of land and binds himself/herself, his/her heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the City of Anthony, its successors and assigns.

It is expressly provided, however, that in the event the easement granted herein has not been used by the City of Anthony as provided herein for a period of not less than twenty-four (24) consecutive months and that such easement has been abandoned, that upon the written request of the Grantor, or their successors or assigns, the City of Anthony will, at its expense, release so much of the easement that has been abandoned.

The City of Anthony and or the City of Anthony Authorized Franchisee shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and/or install within the easement granted hereby the facilities that may at any time be necessary for the construction, installation, maintenance, operation, repair,

replacement, and use of sewer, water, electric, gas, and other utility services.

The City of Anthony shall have the right to clear the easement of all obstructions, to cut, remove and trim trees within the easement.

Grantor agrees that all poles, wires, cables, circuits, waterlines, sewer lines, pipelines and all related equipment installed within the easement property shall at all times remain the property of the City of Anthony and or the City of Anthony Authorized Franchisee and is removable at the option of the City of Anthony and or Franchisee.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon the City of Anthony and grantor, and their respective heirs, personal representatives, successors, and assigns.

Grantor further covenants that Grantor, his heirs, successors, and assigns shall facilitate and assist the City of Anthony personnel in exercising their rights and privileges herein described at all reasonable times. Grantor shall not construct or locate on the easement property any structure, obstruction or improvement which will interfere with the City of Anthony's use of the easement.

Date:_____

BY: City of Anthony

Cyndra Kastens

City Clerk/Administrator

THE STATE OF KANSAS §

COUNTY OF HARPER §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202__.

Notary Public

EXHIBIT A - DESCRIPTION

The following described property in Harper County, Kansas:

A strip of land 20 feet in width in a part of Block 5 in the Sunrise 2nd Addition to the City of Anthony, Kansas in Section 23, Township 33 South, Range 7 West of the Sixth Principal Meridian in Anthony, Harper County, Kansas. Said easement is all of the East 20 feet (as adjusted by the May 2025 additional Right of Way Dedication) of Lots 1 thru 16 in Block 5 of Sunrise 2nd Addition to the City of Anthony, Kansas. Containing 1.20 acres more or less. Said easement being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of Section 23, Township 33 South, Range 7 West of the 6th P.M.; Thence Westerly along the North line of said Northeast Quarter and on an assumed bearing of South 89 degrees 39 minutes 27 seconds West a distance of 765.01 feet to the **Point of Beginning**; Thence Westerly on a bearing of South 89 degrees 39 minutes 27 seconds West a distance of 20 feet to a point; Thence Southerly on a bearing of South 00 degrees 02 minutes 04 seconds East a distance of 2611.55 feet; Thence Easterly on a bearing of North 89 degrees 46 minutes 43 seconds East a distance of 20 feet to a point; Thence Northerly on a bearing of North 00 degrees 02 minutes 04 seconds West a distance of 2611.55 feet to the **Point of Beginning**.