

UTILITY EASEMENT

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

That the City of Anthony, hereinafter called "Grantor" for valuable consideration does hereby grant unto Harper County Rural Water District 4, hereinafter called "Grantee", an easement and right-of-way upon, across, and under the property described on Exhibit "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 Grantee, 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 Grantee, its successors and assigns.

It is expressly provided, however, that in the event the easement granted herein has not been used by the Grantee 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 Grantee will, at its expense, release so much of the easement that has been abandoned.

Grantee 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 right of way granted hereby the facilities that may at any time be necessary for the construction, installation, maintenance, operation, repair, replacement, and use of water services.

All property disturbed by Grantee and/or Grantee's subcontractor activities shall be restored as soon as practicable by the Grantee at its expense to substantially its former condition. Grantor reserves the right to restore property and remedy damages caused by Grantee and/or Grantee's subcontractor activities at the expense of the Grantee in the event the Grantee fails to perform such work within a reasonable time after notice from the Grantor.

Grantor agrees that waterlines and all related equipment installed within the easement property shall at all times remain the property of the Grantee and is removable at the option of the Grantee.

Grantee shall comply with the Kansas Statutes Chapter 66. - Public Utilities Article 18. - Underground Utility Damage Prevention Act to ensure the risk of damage with other facilities will be minimized. Grantee and/or Grantee's subcontractors will be responsible for damages caused by their violation of Kansas Statutes defined in Chapter 66. - Public Utilities Article 18. - Underground Utility Damage Prevention Act.

If at any time Grantor requests the Grantee to relocate any portion of their facility installed or maintained in streets or other public places in order to permit Grantor to change street grades, pavements, sewers, water mains or other City works, such relocation shall be made by the Grantee at Grantee's expense.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee 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 Grantee personnel and subcontractors 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 Grantee's use of the easement.

Grantee agrees to indemnify and hold harmless Grantor from any and against any and all liability and or property damage when such liability or damage shall result from the use of this easement unless caused by the negligence of the Grantor.

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 _____ and _____, 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 793.71 feet by 20 feet easement adjacently located south of the K-44 Highway Right of Way extending south onto City of Anthony property, further described as: A point beginning on the south line of the K-44 Highway Right of Way which intersects at the west line of the Northeast quarter of 29-33-6 (parallel to the west line of the City of Anthony property), then east a distance of 793.71 feet along the south line of the K-44 Highway Right of Way, then south 20 feet, then west 793.71 feet, then north 20 feet to the point of beginning.