

ORDINANCE NO. 25-13

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR THE PURPOSE OF RECONSTRUCTING AND MAINTAINING THE QUIVIRA ROAD, 143RD STREET TO 151ST STREET, IMPROVEMENTS PROJECT, PN 3-C-011-24 AND PROCEEDING TO ACQUIRE CERTAIN REAL PROPERTY AND REAL PROPERTY INTERESTS IN THE CITY OF OLATHE, KANSAS AS AUTHORIZED IN RESOLUTION NO. 25-1036, PASSED AND APPROVED BY THE GOVERNING BODY ON MAY 6, 2025.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS:

SECTION ONE: The description and survey of lands necessary to acquire dedications for a public street, temporary construction easements, and permanent easements in the City of Olathe, Kansas for constructing and maintaining the Quivira Road, 143rd Street to 151st Street, Improvements Project, PN 3-C-011-24, as prepared by the City Engineer or designee and filed with the City Clerk pursuant to Resolution No. 25-1036, adopted by the Governing Body of the City of Olathe, Kansas, on MAY 6, 2025, is hereby approved.

SECTION TWO: The action of the Governing Body of the City of Olathe, Kansas, in acquiring dedications for a public street, temporary construction easements, and permanent easements in the City of Olathe, Kansas for constructing and maintaining the Quivira Road, 143rd Street to 151st Street, Improvements Project, PN 3-C-011-24 has been declared necessary by the Governing Body.

SECTION THREE: The acquisition of dedications for a public street, temporary construction easements, and permanent easements in the City of Olathe, Kansas for constructing and maintaining the Quivira Road, 143rd Street to 151st Street, Improvements Project, PN 3-C-011-24, by eminent domain will be in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

SECTION FOUR: There is hereby declared to be public necessity to acquire by eminent domain proceedings dedications for a public street, temporary construction easements, and permanent easements in the City of Olathe, Kansas for constructing and maintaining the Quivira Road, 143rd Street to 151st Street, Improvements Project, PN 3-C-011-24, to the following described real property located in the City of Olathe, Kansas:

See Exhibits for Tracts 2, 6, 7, 37, 39, 41, 42 and 44, which are attached hereto and incorporated herein by reference.

SECTION FIVE: The City Attorney for the City of Olathe, Kansas, is hereby directed, authorized and instructed to make proper application to a Judge of the District Court of Johnson County, Kansas, for the acquisition of dedications for a public street,

temporary construction easements, and permanent easements in the City of Olathe, Kansas for constructing and maintaining the Quivira Road, 143rd Street to 151st Street, Improvements Project, PN 3-C-011-24, praying for condemnation thereof and the appointment of three disinterested residents of the county to assess, determine the damages and compensation resulting from such condemnation and for such other proceedings as may be required by law.

SECTION SIX: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this ____ day of _____, 2025.

SIGNED by the Mayor this ____ day of _____, 2025.

John W. Bacon
Mayor

ATTEST:

Brenda D. Swearingian
City Clerk

(Seal)

APPROVED AS TO FORM:

Ronald R. Shaver
City Attorney

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #2
Parcel No. DF241403-4002
(LLC, Corporation, Partnership)

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **UNIVERSITY OF KANSAS HOSPITAL AUTHORITY, A CORPORATION**, hereinafter called Grantor, and the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 13.

NOW THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE DEDICATION

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable considerations, 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; receipt of which is hereby acknowledged, Grantor hereby grants, conveys and dedicates to Grantee, for public use forever, with the right to ingress and

egress hereto, the following described property to be used for public street, sidewalks, storm drainage, utility and/or public purposes:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

Grantor hereby covenants and promises to Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

SECTION TWO WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to convey the property described herein.

SECTION THREE 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:

**UNIVERSITY OF KANSAS HOSPITAL
AUTHORITY**

By: _____

Printed Name: _____

Title: _____

Property Address:
15000 S Quivira Road
Olathe, KS 66062

Mailing Address:
4000 Cambridge Street
Kansas City, KS 66160

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____

202__, by _____ (name) as _____ (title) of

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Exhibit A
 QUIVIRA ROAD IMPROVEMENTS
 City of Olathe Project No. 3-C-011-24

TRACT NUMBER: 2

DATE: December 11, 2024

HNTB



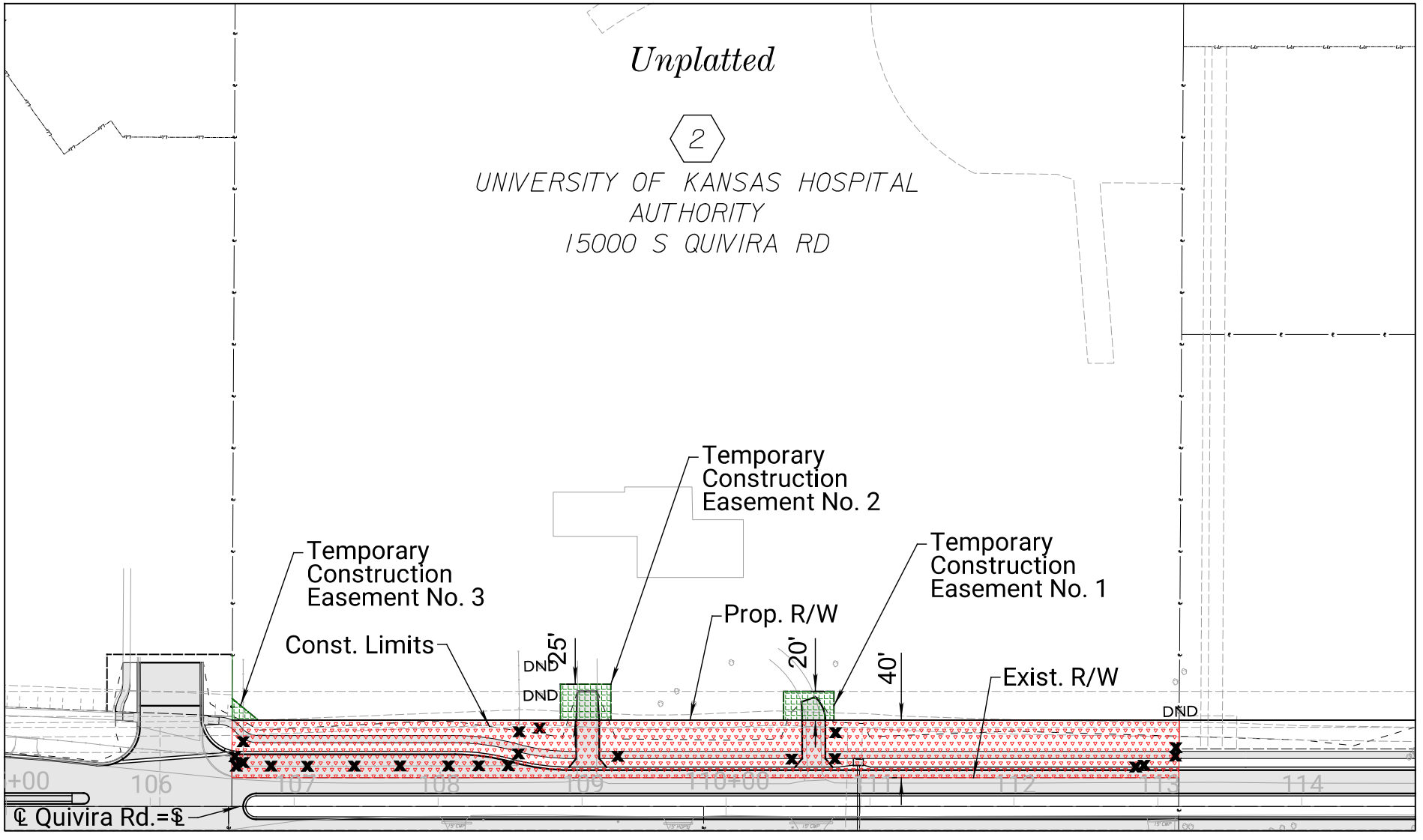
LEGEND:

Dedication For A Public Street	
Temporary Construction Easement	
Permanent Utility Easement	
Permanent Drainage Easement	
Permanent Sidewalk Easement	
Permanent Waterline Easement	
Cost to Cure *	XXXX
* May or may not be removed as a result of this project	

Unplatted

2

UNIVERSITY OF KANSAS HOSPITAL
 AUTHORITY
 15000 S QUIVIRA RD





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 2
Parcel No.: DF241403-4002

EXHIBIT A

Right-of-Way

All that part of a tract of land described in a Special Warranty Deed found in Book 202307, at Page 005473 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), lying in the South One-Half of the Southeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

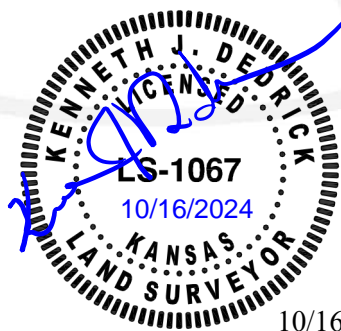
BEGINNING at a 1/2" rebar marking the Northeast corner of said South One-Half; thence South $01^{\circ}59'14''$ East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the East line of said South One-Half, a distance of 657.86 feet (all distance references are in U.S. Survey Feet) to a 1/2" rebar marking the Northeast corner of OLATHE HEALTH QUIRIVA CAMPUS, a recorded subdivision in Book 202208, at Page 005194; thence departing said East line South $88^{\circ}15'18''$ West (South $88^{\circ}14'57''$ West plat) on said North line, a distance of 60.00 feet to point; thence departing said North line North $01^{\circ}59'14''$ West on a line 60.00 feet West of and parallel with said East line, a distance of 657.97 feet to a point on the North line of said South One-Half; thence North $88^{\circ}21'46''$ East on last said North line, a distance of 60.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains a total of 39,475 square feet or 0.906 acres more or less; including 13,157 square feet of apparent existing 20.00 foot wide Right-of-Way for Quivira Road as measured normal thereto the East line of said deed.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/16/24 10:22 AM

Kenneth J. Dedrick LS-1067

Date

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #2
Parcel No. DF241403-4002
(LLC, Corporation, Partnership)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **UNIVERSITY OF KANSAS HOSPITAL AUTHORITY, A CORPORATION**, 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 sum of One and No/100 Dollar (\$1.00) and other good and 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire December 31, 2028, or as otherwise agreed upon between the parties.

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.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

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

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, Grantor hereby consents and agrees.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

**UNIVERSITY OF KANSAS HOSPITAL
AUTHORITY**

By: _____

Printed Name: _____

Title: _____

Property Address:
15000 S Quivira Road
Olathe, KS 66062

Mailing Address:
4000 Cambridge Street
Kansas City, KS 66160

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by _____ (name) as _____ (title) of

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Exhibit A
 QUIVIRA ROAD IMPROVEMENTS
 City of Olathe Project No. 3-C-011-24

TRACT NUMBER: 2

DATE: December 11, 2024

HNTB



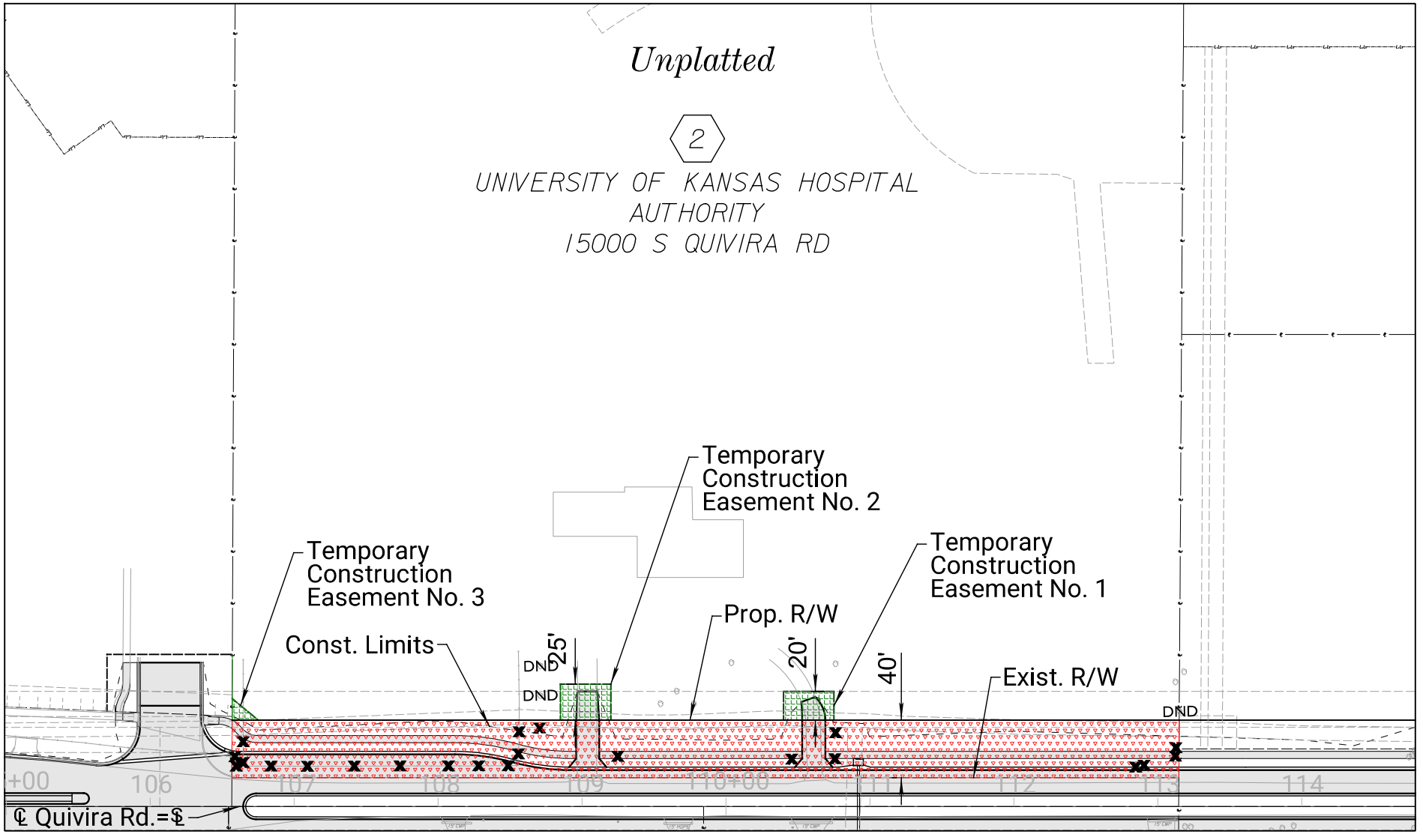
LEGEND:

Dedication For A Public Street	
Temporary Construction Easement	
Permanent Utility Easement	
Permanent Drainage Easement	
Permanent Sidewalk Easement	
Permanent Waterline Easement	
Cost to Cure *	XXXX
* May or may not be removed as a result of this project	

Unplatted

2

UNIVERSITY OF KANSAS HOSPITAL
 AUTHORITY
 15000 S QUIVIRA RD





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 2
Parcel No.: DF241403-4002

EXHIBIT A

Temporary Construction Easement No. 1

All that part of a tract of land described in a Special Warranty Deed found in Book 202307, at Page 005473 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), lying in the South One-Half of the Southeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

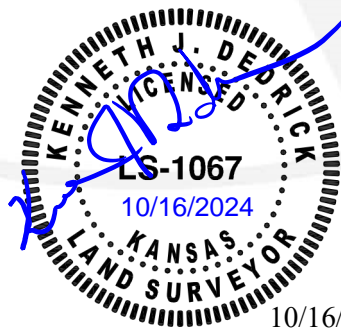
Commencing at a 1/2" rebar marking the Northeast corner of said South One-Half; thence South 01°59'14" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the East line of said South One-Half, a distance of 239.51 feet (all distance references are in U.S. Survey Feet) to a point; thence departing said East line South 88°00'46" West as measured normal thereto said East line, a distance of 60.00 feet to the **POINT OF BEGINNING**; thence South 01°59'14" East on a line 60.00 feet West of and parallel with said East line, a distance of 35.00 feet to a point; thence South 88°00'46" West, a distance of 20.00 feet to a point; thence North 01°59'14" West on a line 80.00 feet West of and parallel with said East line, a distance of 35.00 feet to a point; thence North 88°00'46" East, a distance of 20.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains a total of 700 square feet or 0.016 acres more or less;

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 10:23 AM

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 2
Parcel No.: DF241403-4002

EXHIBIT A

Temporary Construction Easement No. 2

All that part of a tract of land described in a Special Warranty Deed found in Book 202307, at Page 005473 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), lying in the South One-Half of the Southeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

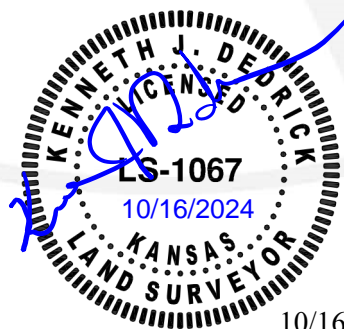
Commencing at a 1/2" rebar marking the Northeast corner of said South One-Half; thence South 01°59'14" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the East line of said South One-Half, a distance of 394.51 feet (all distance references are in U.S. Survey Feet) to a point; thence departing said East line South 88°00'46" West as measured normal thereto said East line, a distance of 60.00 feet to the **POINT OF BEGINNING**; thence South 01°59'14" East on a line 60.00 feet West of and parallel with said East line, a distance of 35.00 feet to a point; thence South 88°00'46" West, a distance of 25.00 feet to a point; thence North 01°59'14" West on a line 85.00 feet West of and parallel with said East line, a distance of 35.00 feet to a point; thence North 88°00'46" East, a distance of 25.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains a total of 875 square feet or 0.020 acres more or less;

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 10:23 AM

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 2
Parcel No.: DF241403-4002

EXHIBIT A

Temporary Construction Easement No. 3

All that part of a tract of land described in a Special Warranty Deed found in Book 202307, at Page 005473 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), lying in the South One-Half of the Southeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

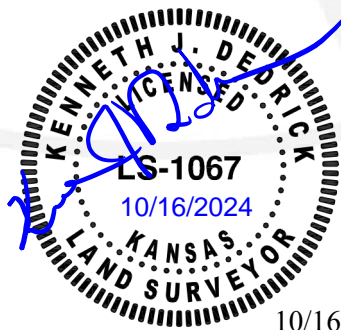
Commencing at a 1/2" rebar marking the Northeast corner of said South One-Half; thence South 01°59'14" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the East line of said South One-Half, a distance of 657.86 feet (all distance references are in U.S. Survey Feet) to a 1/2" rebar marking the Northeast corner of OLATHE HEALTH QUIRIVA CAMPUS, a recorded subdivision in Book 202208, at Page 005194; thence departing said East line South 88°15'18" West (South 88°14'57" West plat) on said North line, a distance of 60.00 feet to the **POINT OF BEGINNING**; thence continuing South 88°15'18" West (South 88°14'57" West plat) on said North line, a distance of 15.00 feet to a point; thence departing said North line North 37°45'24" East, a distance of 23.46 feet to a point; thence South 01°59'14" East on a line 60.00 feet West of and parallel with said East line, a distance of 18.10 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains a total of 136 square feet or 0.003 acres more or less;

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 10:24 AM

Date

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #6
Parcel No. DP29700000 0004
(Spouses)

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **JON A. ROGERS AND KARALYN E. ROGERS** as spouses, hereinafter called Grantors, and the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 13.

NOW THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE DEDICATION

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable considerations, 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; receipt of which is hereby acknowledged, Grantors hereby grant, convey and dedicate to Grantee, for public use forever, with the right to ingress and

egress hereto, the following described property to be used for public street, sidewalks, storm drainage, utility and/or public purposes:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

Grantors hereby covenant and promise to Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

SECTION TWO WARRANTY OF TITLE

Grantors covenant that they are the owners of the premises and have the right, title, and capacity to convey the property described herein.

SECTION THREE 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.

GRANTORS:

Jon A. Rogers

Karalyn E. Rogers

11900 W 148th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **JON A. ROGERS AND KARALYN E. ROGERS** as spouses.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #6
Parcel No. DP29700000 0004
(Spouses)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **JON A. ROGERS AND KARALYN E. ROGERS** as spouses, hereinafter called Grantors, 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 sum of One and No/100 Dollar (\$1.00) and other good and 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantors hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire _____, 20____, or as otherwise agreed upon between the parties.

Grantors reserve 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.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, Grantors hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTORS:

Jon A. Rogers

Karalyn E. Rogers

11900 W 148th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **JON A. ROGERS AND KARALYN E. ROGERS** as spouses.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #6
Parcel No. DP29700000 0004
(Spouses)

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **JON A. ROGERS AND KARALYN E. ROGERS** as spouses, hereinafter called Grantors, 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 loss of trees, overhanging tree branches or landscaping within the easement area, receipt of which is hereby acknowledged, the Grantors hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement for public utility lines, including but not limited to water, telephone, gas, electricity, cable, storm sewer, 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 GRANTORS

Grantors shall not interfere with the exercise by Grantee of the rights granted herein. Grantors shall not allow or construct or permit to be constructed any structure, trees, overhanging tree branches or landscaping, or obstructions on, over, and under the above described easement area or interfere with the construction, maintenance, or operation of utility lines and appurtenance constructed pursuant to this instrument. Grantee and any public utility company, or their agents, shall have the right to trim back any overhanging tree branches and landscaping to the main trunk located on Grantors' property.

SECTION THREE
WARRANTY OF TITLE

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR
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.

GRANTORS:

Jon A. Rogers

Karalyn E. Rogers

11900 W 148th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **JON A. ROGERS AND KARALYN E. ROGERS** as spouses.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Exhibit A
 QIVIRA ROAD IMPROVEMENTS
 City of Olathe Project No. 3-C-011-24

TRACT NUMBER: 6

DATE: December 12, 2024

HNTB



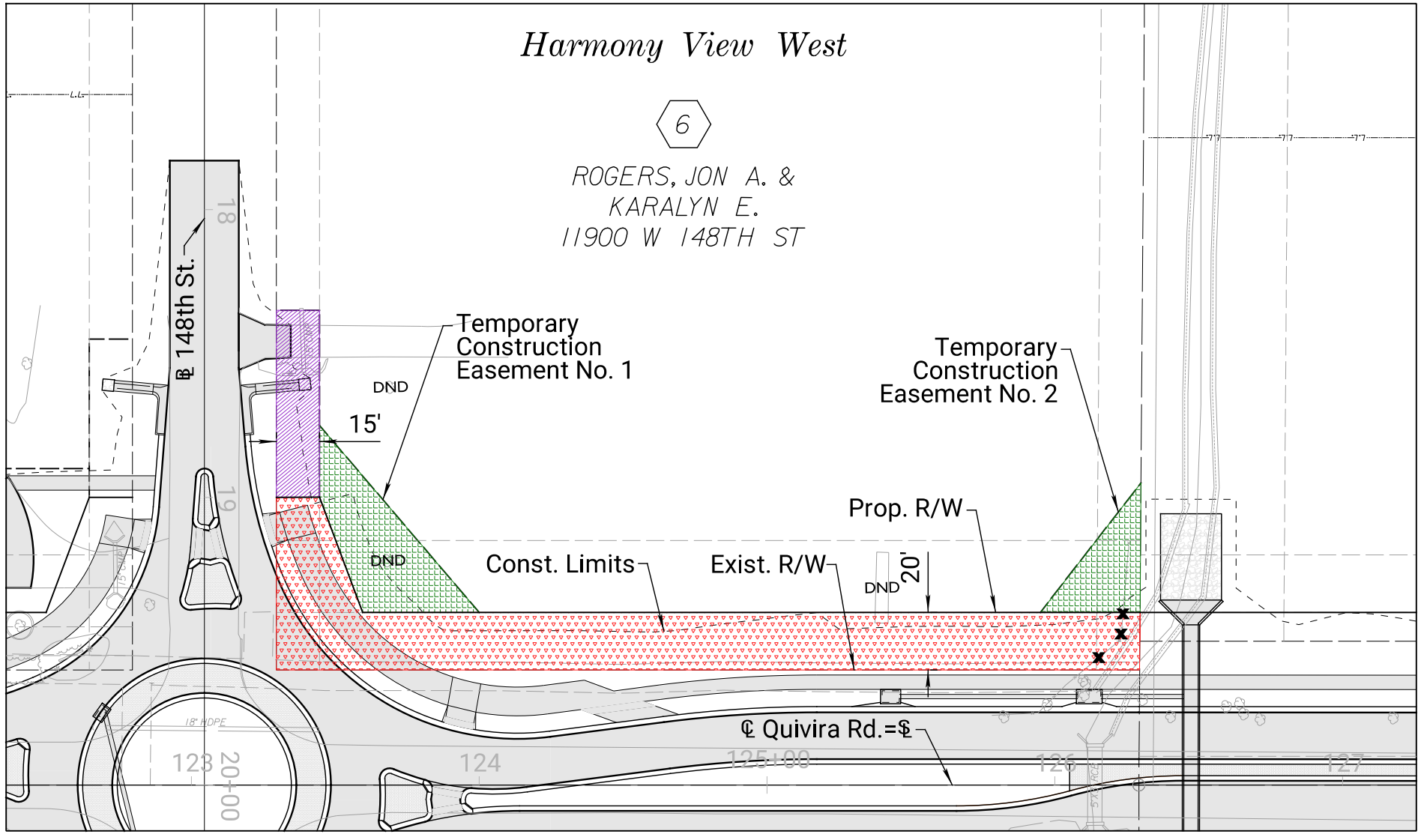
LEGEND:

Dedication For A Public Street	
Temporary Construction Easement	
Permanent Utility Easement	
Permanent Drainage Easement	
Permanent Sidewalk Easement	
Permanent Waterline Easement	
Cost to Cure *	XXXX
* May or may not be removed as a result of this project	

Harmony View West

6

ROGERS, JON A. &
 KARALYN E.
 11900 W 148TH ST





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 6
Parcel No.: DP29700000 0004

EXHIBIT A

Permanent Utility Easement

All that part of Lot 4, HARMONY VIEW WEST, a recorded subdivision filed in Book 33, at Page 11 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), and being a part of a tract of land described in a General Warranty Deed found in Book 201711, at Page 006863, lying in the Southeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

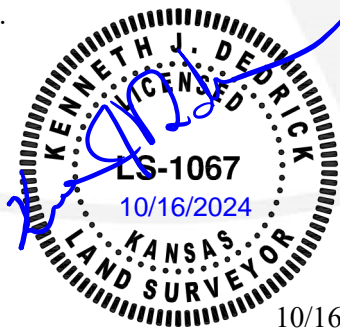
Commencing at a the Southeast corner of said Lot 4; thence South 88°00'46" West (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the South line of said Lot 4, a distance of 60.00 feet (all distance references are in U.S. Survey Feet) to the **POINT OF BEGINNING**; thence continuing South 88°00'46" West on said South line, a distance of 65.00 feet to a point; thence departing said South line North 01°57'28" West, a distance of 15.00 feet to a point on the North line of an existing 15.00 foot Street and Utility Easement as dedicated by said plat; thence North 88°00'46" East on said North line, a distance of 64.96 feet to a point; thence departing said North line South 02°07'20" East, a distance of 15.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 975 square feet or 0.022 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 10:28 AM

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 6
Parcel No.: DP29700000 0004

EXHIBIT A

Right-of-Way

All that part of Lot 4, HARMONY VIEW WEST, a recorded subdivision filed in Book 33, at Page 11 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), and being a part of a tract of land described in a General Warranty Deed found in Book 201711, at Page 006863, lying in the Southeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

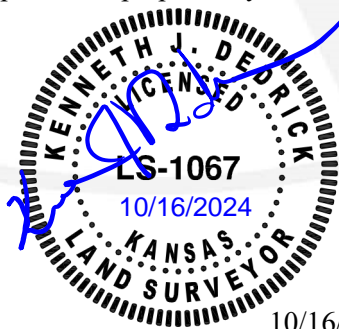
BEGINNING at a the Southeast corner of said Lot 4; thence South 88°00'46" West (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the South line of said Lot 4, a distance of 60.00 feet (all distance references are in U.S. Survey Feet) to a point; thence departing said South line North 02°07'20" West, a distance of 15.00 feet to a point; thence North 67°28'24" East, a distance of 42.75 feet to a point; thence North 01°59'14" West on a line 20.00 feet West of and parallel with the East line of said Lot 4, a distance of 270.14 feet to a point on the North line of said Lot 4; thence North 88°25'27" East (South 89°35' East plat) on said North line, a distance of 20.00 feet to the Northeast corner of said Lot 4; thence departing said North line South 01°59'14" East on said East line, a distance of 300.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 6,902 square feet or 0.158 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/16/24 10:29 AM

Kenneth J. Dedrick LS-1067

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 6
Parcel No.: DP29700000 0004

EXHIBIT A

Temporary Construction Easement No. 1

All that part of Lot 4, HARMONY VIEW WEST, a recorded subdivision filed in Book 33, at Page 11 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), and being a part of a tract of land described in a General Warranty Deed found in Book 201711, at Page 006863, lying in the Southeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

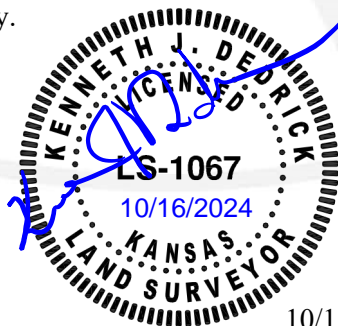
Commencing at a the Southeast corner of said Lot 4; thence South 88°00'46" West (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the South line of said Lot 4, a distance of 60.00 feet (all distance references are in U.S. Survey Feet) to a point; thence departing said South line North 02°07'20" West, a distance of 15.00 feet to a point on the North line of an existing 15.00 foot Street and Utility Easement as dedicated by said plat and the **POINT OF BEGINNING**; thence South 88°00'46" West on said North line, a distance of 24.97 feet to a point; thence departing said North line North 47°31'48" East, a distance of 85.47 feet to a point; thence South 01°59'14" East on a line 20.00 feet West of and parallel with the East line of said Lot 4, a distance of 40.49 feet to a point; thence South 67°28'24" West, a distance of 42.75 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 1,503 square feet or 0.035 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 10:29 AM

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 6
Parcel No.: DP29700000 0004

EXHIBIT A

Temporary Construction Easement No. 2

All that part of Lot 4, HARMONY VIEW WEST, a recorded subdivision filed in Book 33, at Page 11 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), and being a part of a tract of land described in a General Warranty Deed found in Book 201711, at Page 006863, lying in the Southeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

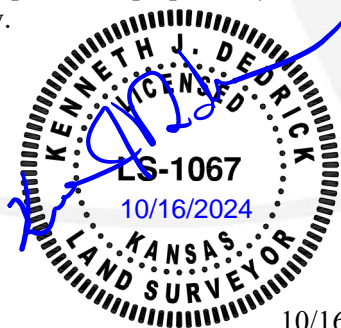
Commencing at a the Northeast corner of said Lot 4; thence South 88°25'27" West (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) (North 89°35" West plat) on the North line of said Lot 4, a distance of 20.00 feet (all distance references are in U.S. Survey Feet) to the **POINT OF BEGINNING**; thence departing said North line South 01°59'14" East on a line 20.00 feet West of and parallel with the East line of said Lot 4, a distance of 34.65 feet to a point; thence North 54°08'01" West, a distance of 57.00 feet to a point on said North line; thence North 88°25'27" East (South 89°35' East plat) on said North line, a distance of 45.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 780 square feet or 0.018 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 10:30 AM

Date

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #7
Parcel No. DP29400000 0001
(Single Person)

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **BRETT DAVID WHITMER**, a single person, hereinafter called Grantor, and the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 13.

NOW THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE DEDICATION

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable considerations, 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; receipt of which is hereby acknowledged, Grantor hereby grants, conveys and dedicates to Grantee, for public use forever, with the right to ingress and egress hereto, the following described property to be used for public street, sidewalks, storm drainage, utility and/or public purposes:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

Grantor hereby covenants and promises to Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

SECTION TWO
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to convey the property described herein.

SECTION THREE
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:

Brett David Whitmer

11901 W 147th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **BRETT DAVID WHITMER**.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #7
Parcel No. DP29400000 0001
(Single Person)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **BRETT DAVID WHITMER**, a single person, 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 sum of One and No/100 Dollar (\$1.00) and other good and 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantor hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire December 31, 2028, or as otherwise agreed upon between the parties.

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.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, Grantor hereby consents and agrees.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

Brett David Whitmer

11901 W 147th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **BRETT DAVID WHITMER**.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Exhibit A
 QUVIRA ROAD IMPROVEMENTS
 City of Olathe Project No. 3-C-011-24

TRACT NUMBER: 7

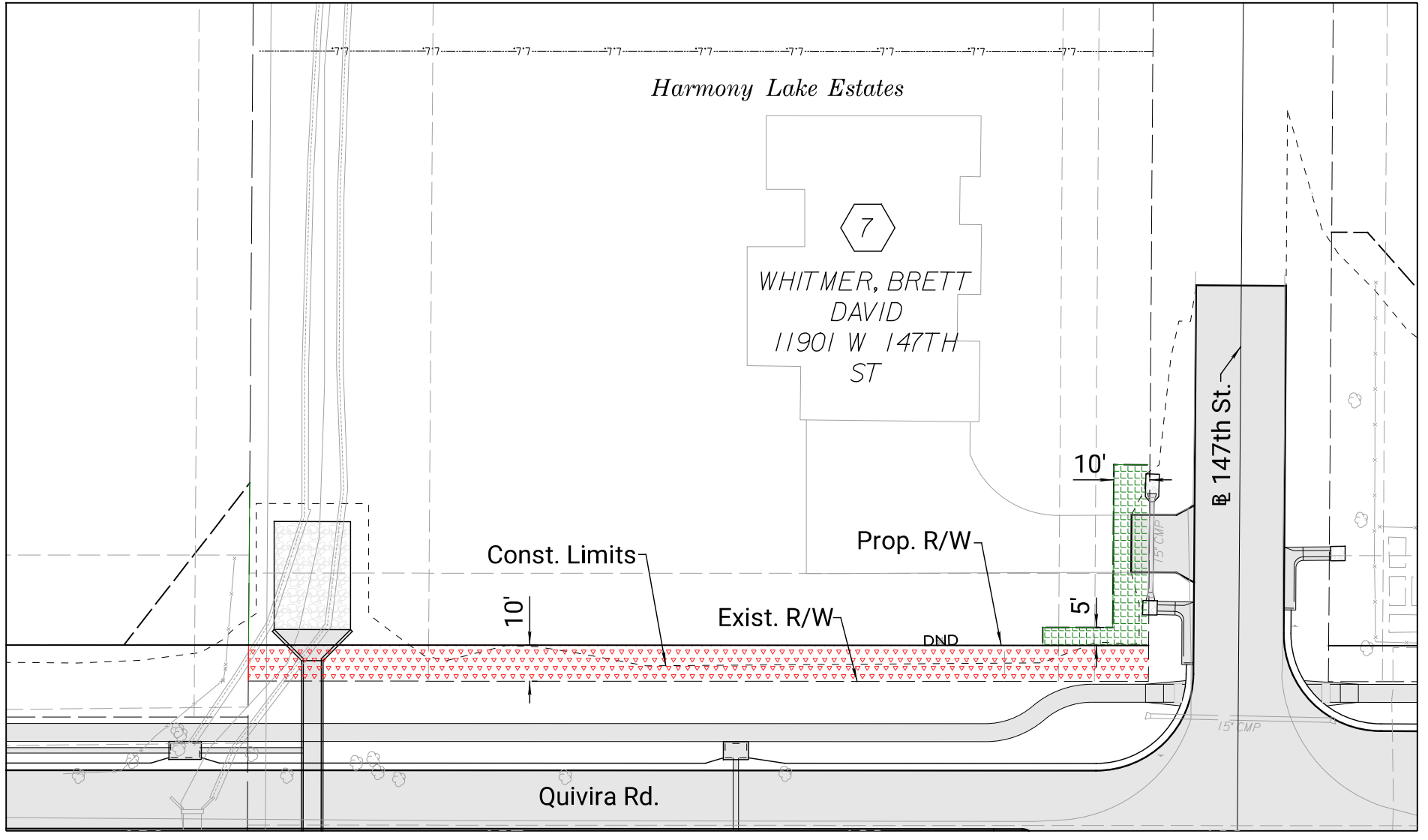
DATE: December 12, 2024

HNTB



LEGEND:

Dedication For A Public Street	
Temporary Construction Easement	
Permanent Utility Easement	
Permanent Drainage Easement	
Permanent Sidewalk Easement	
Permanent Waterline Easement	
Cost to Cure *	XXXX
* May or may not be removed as a result of this project	





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 7
Parcel No.: DP29400000 0001

EXHIBIT A

Right-of-Way

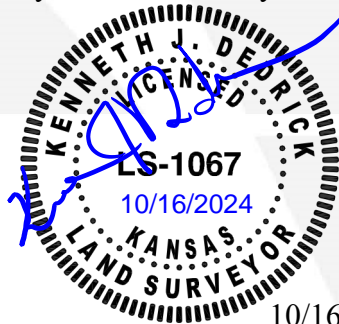
All of the East 10.00 feet of Lot 1, HARMONY LAKE ESTATES, a recorded subdivision filed in Book 68, at Page 24, and being a part of a tract of land described in a Transfer on Death Deed found in Book 8238, at Page 508 as filed in the Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principle Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October, 2024.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 2,500 square feet or 0.057 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/16/24 10:30 AM

Kenneth J. Dedrick LS-1067

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 7
Parcel No.: DP29400000 0001

EXHIBIT A

Temporary Construction Easement

All that part of Lot 1, HARMONY LAKE ESTATES, a recorded subdivision filed in Book 68, at Page 24 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), and being a part of a tract of land described in a Transfer on Death Deed found in Book 8238, at Page 508, lying in the Northeast Quarter of Section 3, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

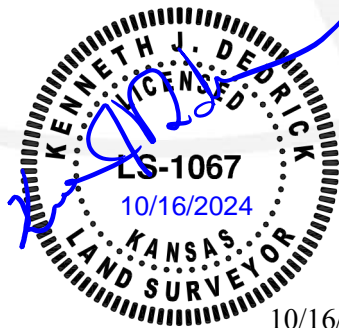
Commencing at a 1/2" rebar in concrete marking the Northeast corner of said Lot 1; thence South 88°25'27" West (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the North line of said Lot 1, a distance of 10.00 feet (all distance references are in U.S. Survey Feet) to the **POINT OF BEGINNING**; thence departing said North line South 01°57'28" East on a line 10.00 feet West of and parallel with the East line of said Lot 1, a distance of 29.40 feet to a point; thence South 88°02'32" West, a distance of 5.00 feet to a point; thence North 01°57'28" West on a line 15.00 feet West of and parallel with said East line, a distance of 19.43 feet to a point; thence South 88°25'27" West on a line 10.00 feet South of and parallel with said North line, a distance of 45.23 feet to a point; thence North 01°34'33" West, a distance of 10.00 feet to a point on said North line; thence North 88°25'27" East on said North line, a distance of 50.17 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 599 square feet or 0.014 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 10:31 AM

Date

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #37
Parcel No. DP66800000 0001
(Spouses)

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **MICHAEL WAGNER AND ERICA WAGNER**, as spouses, hereinafter called Grantors, 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, the Grantors hereby grant and convey to the Grantee, its successors and assigns, a permanent drainage easement with reasonable rights to ingress and egress in, on, over, under and through the following described real estate, for the purpose of laying, constructing, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement, including the right to clean, repair, replace and care for said drainage facilities, together with the right of access in, on, over, under and through said easement for said purposes, said easement more particularly described as follows:

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 drainage line and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install an additional sewer and/or drainage line or replace said line with a larger line in the above-described easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for the purchase of said right.

Grantee and its employees and agents shall have free access to the drainage easement, using such reasonable route as Grantors may designate or approve.

SECTION FOUR CONDITIONS

Grantors shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of any sewer and/or drainage facility or appurtenance constructed pursuant to this instrument. Grantors further agree that they will not change the grade of the area within the Permanent Easement without approval of the City.

SECTION FIVE WARRANTY OF TITLE

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION SIX RESTORATION OF SURFACE

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of said drainage facility and all subsequent alterations and repairs thereto, restore the property to as near as possible to the conditions set out in the project plans and specifications.

SECTION SEVEN
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.

GRANTORS:

Michael Wagner

Erica Wagner

11814 W 148th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **MICHAEL WAGNER AND ERICA WAGNER** as spouses.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #37
Parcel No. DP66800000 0001
(Spouses)

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **MICHAEL WAGNER AND ERICA WAGNER**, as spouses, hereinafter called Grantors, and the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 13.

NOW THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE DEDICATION

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable considerations, 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; receipt of which is hereby acknowledged, Grantors hereby grant, convey and dedicate to Grantee, for public use forever, with the right to ingress and

egress hereto, the following described property to be used for public street, sidewalks, storm drainage, utility and/or public purposes:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

Grantors hereby covenant and promise to Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

SECTION TWO WARRANTY OF TITLE

Grantors covenant that they are the owners of the premises and have the right, title, and capacity to convey the property described herein.

SECTION THREE 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.

GRANTORS:

Michael Wagner

Erica Wagner

11814 W 148th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **MICHAEL WAGNER AND ERICA WAGNER** as spouses.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #37
Parcel No. DP66800000 0001
(Spouses)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **MICHAEL WAGNER AND ERICA WAGNER**, as spouses, hereinafter called Grantors, 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 sum of One and No/100 Dollar (\$1.00) and other good and 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantors hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire _____, 20____, or as otherwise agreed upon between the parties.

Grantors reserve 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.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, Grantors hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTORS:

Michael Wagner

Erica Wagner

11814 W 148th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **MICHAEL WAGNER AND ERICA WAGNER** as spouses.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Exhibit A
 QUIVIRA ROAD IMPROVEMENTS
 City of Olathe Project No. 3-C-011-24

TRACT NUMBER: 37

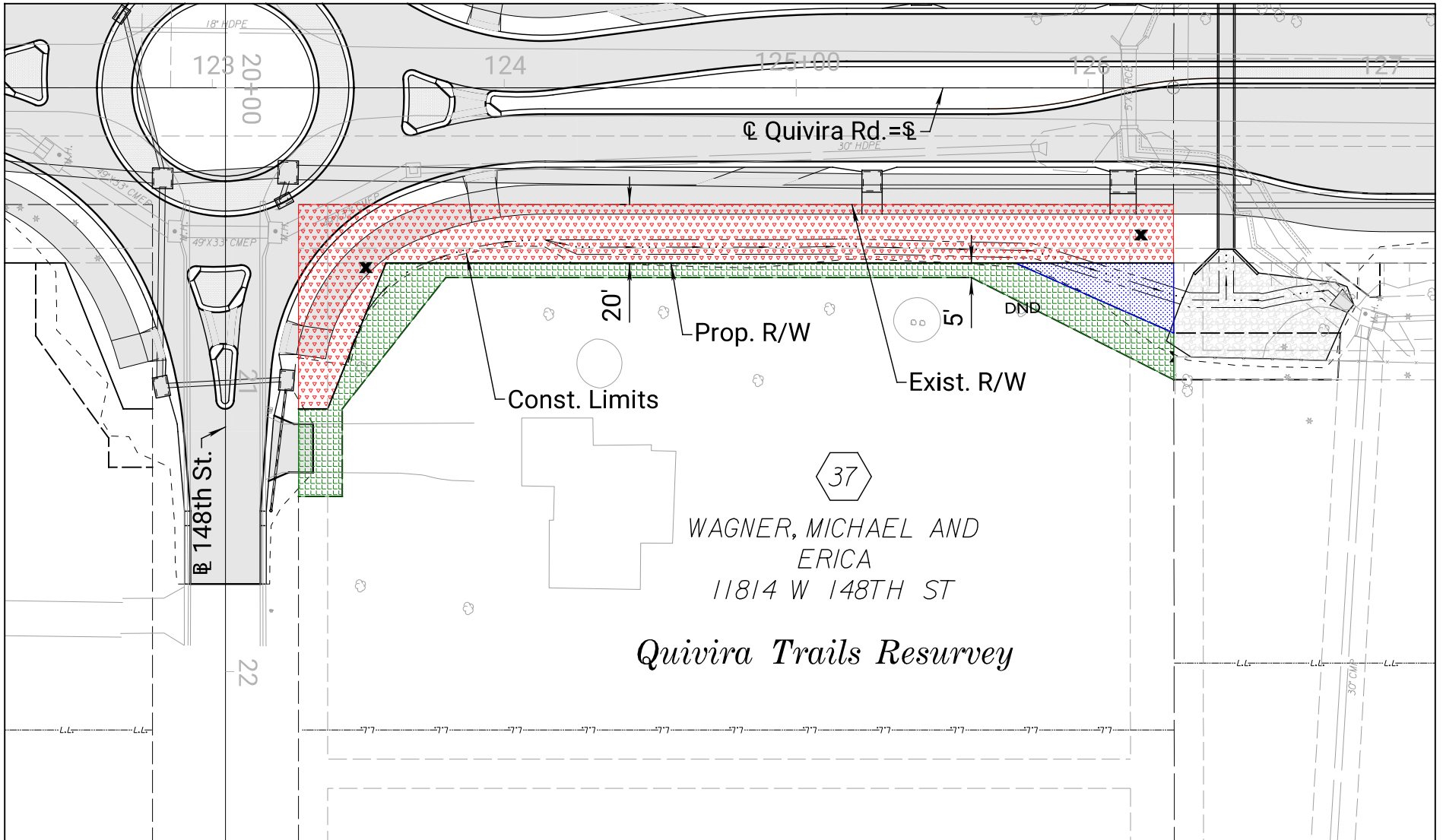
DATE: February 3, 2025

HNTB



LEGEND:

Dedication For A Public Street	
Temporary Construction Easement	
Permanent Utility Easement	
Permanent Drainage Easement	
Permanent Sidewalk Easement	
Permanent Waterline Easement	
Cost to Cure *	XXXX
* May or may not be removed as a result of this project	





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 37
Parcel No.: DP66800000 0001

EXHIBIT A

Permanent Drainage Easement

All that part of Lot 1, QUIVIRA TRAILS RESURVEY, a recorded subdivision filed in Book 39, at Page 6 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), and being a part of a tract of land described in a Kansas Special Warranty Deed found in Book 202308, at Page 000028, lying in the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

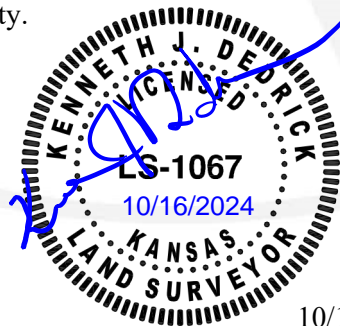
Commencing at the Northwest corner of said Lot 1; thence North 87°56'13" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) (North 89°53'15" East plat) on the North line of said Lot 1, a distance of 20.00 feet (all distance references are in U.S. Survey Feet) to a 1/2" rebar with Phelps cap marking the **POINT OF BEGINNING**; thence continuing North 87°56'13" East (North 89°53'15" East plat) on said North line, a distance of 24.02 feet to a point; thence departing said North line South 21°51'32" West, a distance of 59.40 feet to a point; thence North 01°59'14" West on a line 20.00 feet East of and parallel with the West line of said Lot 1, a distance of 54.30 feet the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 652 square feet or 0.015 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/16/24 10:58 AM

Kenneth J. Dedrick LS-1067

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 37
Parcel No.: DP66800000 0001

EXHIBIT A

Right-of-Way

All that part of Lot 1, QUIVIRA TRAILS RESURVEY, a recorded subdivision filed in Book 39, at Page 6 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), and being a part of a tract of land described in a Kansas Special Warranty Deed found in Book 202308, at Page 000028, lying in the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

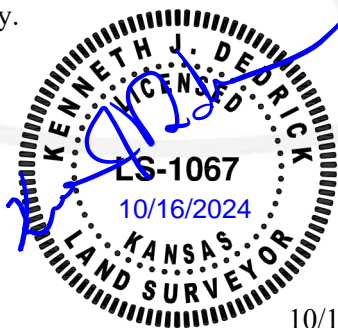
BEGINNING at the Northwest corner of said Lot 1; thence North 87°56'13" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) (North 89°53'15" East plat) on the North line of said Lot 1, a distance of 20.00 feet (all distance references are in U.S. Survey Feet) to a 1/2" rebar with Phelps cap; thence departing said North line South 01°59'14" East on a line 20.00 feet East of and parallel with the West line of said Lot 1, a distance of 269.79 feet to a point; thence South 70°11'09" East, a distance of 53.85 feet to a point; thence South 01°59'14" East on a line 70.00 feet East of and parallel with said West line, a distance of 10.00 feet to a point on the South line of said Lot 1; thence South 88°00'46" West on said South line, a distance of 70.00 feet to the Southwest corner of said Lot 1; thence departing said South line North 01°59'14" West on said West line, a distance of 299.76 feet (299.79 feet plat) to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 6,996 square feet or 0.161 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 10:58 AM

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 37
Parcel No.: DP66800000 0001

EXHIBIT A

Temporary Construction Easement

All that part of Lot 1, QUIVIRA TRAILS RESURVEY, a recorded subdivision filed in Book 39, at Page 6 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), and being a part of a tract of land described in a Kansas Special Warranty Deed found in Book 202308, at Page 000028, lying in the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

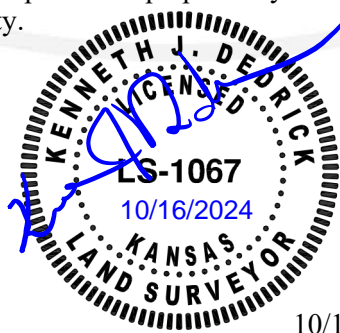
Commencing at the Northwest corner of said Lot 1; thence North 87°56'13" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) (North 89°53'15" East plat) on the North line of said Lot 1, a distance of 44.02 feet (all distance references are in U.S. Survey Feet) to the **POINT OF BEGINNING**; thence continuing North 87°56'13" East (North 89°53'15" East plat) on said North line, a distance of 15.99 feet to a point; thence departing said North line South 24°47'28" West, a distance of 77.68 feet to a point; thence South 01°59'14" East on a line 25.00 feet East of and parallel with the West line of said Lot 1, a distance of 180.00 feet to a point; thence South 53°43'34" East, a distance of 57.31 feet to a point; thence North 87°57'49" East, a distance of 30.00 feet to a point; thence South 01°59'14" East on a line 100.00 feet East of and parallel with said West line, a distance of 15.03 feet to a point on the South line of said Lot 1; thence South 88°00'46" West on said South line, a distance of 30.00 feet to a point; thence departing said South line North 01°59'14" West on a line 70.00 feet East of and parallel with said West line, a distance of 10.00 feet to a point; thence North 70°11'09" West, a distance of 53.85 feet to a point; thence North 01°59'14" West on a line 20.00 feet East of and parallel with said West line, a distance of 215.49 feet to a point; thence North 21°51'32" East, a distance of 59.40 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 2,984 square feet or 0.069 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/16/24 10:59 AM

Kenneth J. Dedrick LS-1067

Date

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #39
Parcel No. DF241402-2005
(Spouses)

PERMANENT AERIAL UTILITY EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **RAY GOODLOE AND ANNA GOODLOE** as spouses, hereinafter called Grantors, 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 loss of trees, overhanging tree branches or landscaping within the easement area, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, its successors and assigns, a permanent aerial easement for public utility lines, including telephone, electricity, fiber, and cable, over 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

Grantors shall not interfere with the exercise by Grantee of the rights granted herein. Grantors shall not allow or construct or permit to be constructed any structure, trees, overhanging tree branches or landscaping, or obstructions on or over the above-described easement area or interfere with the construction, maintenance, or operation of utility lines and appurtenance constructed pursuant to this instrument.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

(1) Grantee shall have the right to install, maintain, repair or replace aerial utility facilities within the described easement at some future date and under the same conditions as the original facilities were 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 utility easement, using such reasonable route as Grantors 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 overhanging trees, branches, and landscaping within the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to a utility. All disturbed areas shall be reseeded or resodded without the obligation of subsequent maintenance. No excavation or grading shall be permitted.

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.

GRANTORS:

Ray Goodloe

Anna Goodloe

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **RAY GOODLOE AND ANNA GOODLOE** as spouses.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,

City Manager

ATTEST:

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Exhibit A
 QUVIRA ROAD IMPROVEMENTS
 City of Olathe Project No. 3-C-011-24

TRACT NUMBER: 39

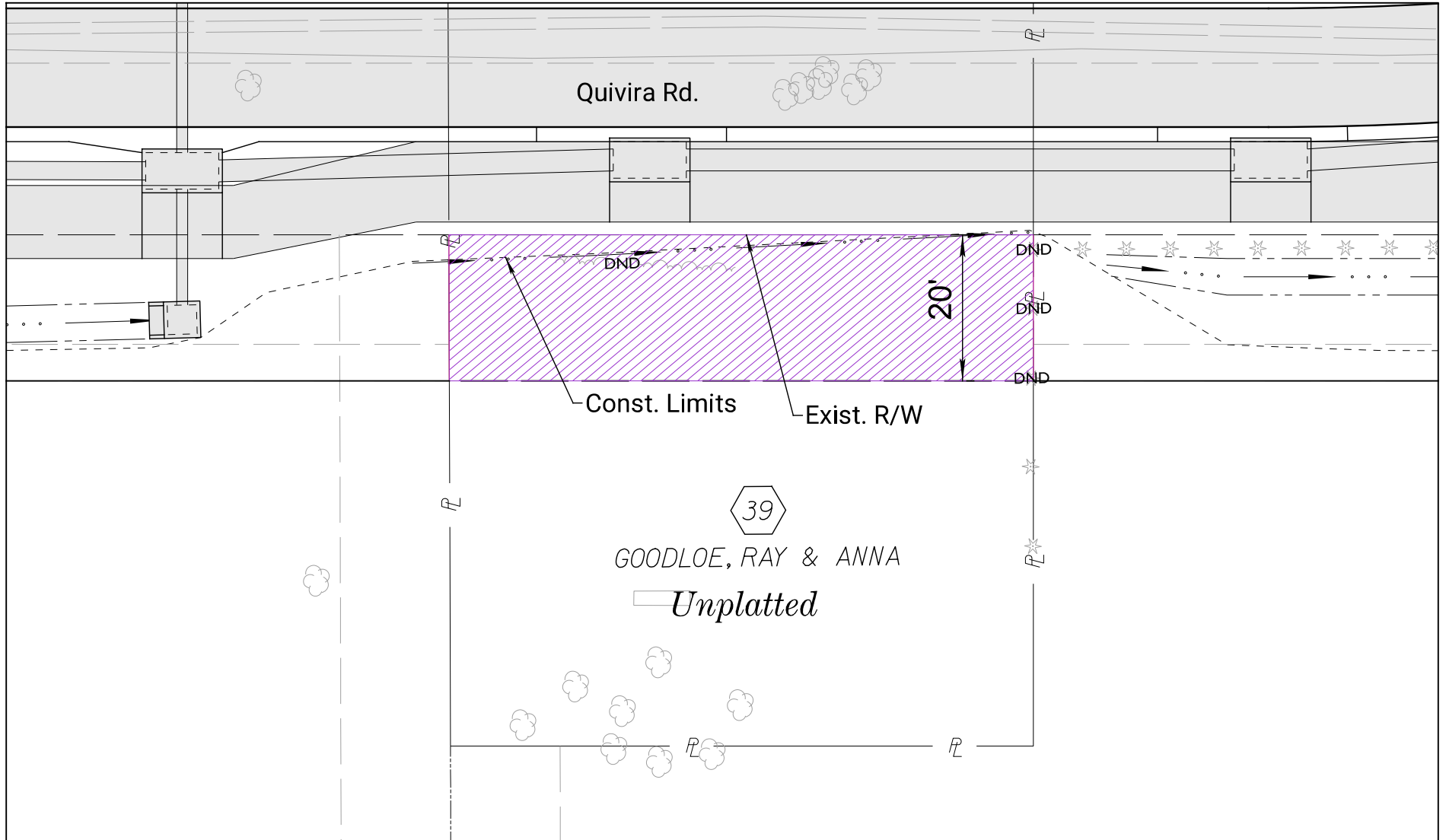
DATE: Novemeber 11, 2024

HNTB



LEGEND:

Dedication For A Public Street	
Temporary Construction Easement	
Permanent Aerial Utility Easement	
Permanent Drainage Easement	
Permanent Sidewalk Easement	
Permanent Waterline Easement	
Removals (Cost to Cure)	X X X X





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 39
Parcel No.: DF241402-2005

EXHIBIT A

Permanent Aerial Utility Easement

All that part of a tract of land described in a General Warranty Deed found in Book 328, at Page 188 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), lying in the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 17th Day of October 2024 as follows:

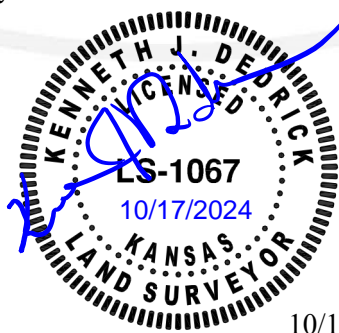
Commencing at a 2" Aluminum Disk stamped "1069KS-2134MO" marking the Northwest corner of said Southwest Quarter; thence South 01°59'14" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the West line of said Southwest Quarter, a distance of 569.71 feet (all distance references are in U.S. Survey Feet) to a point; thence departing said West line North 88°00'46" East, a distance of 40.00 feet to a 1/2" rebar with "RBD PS1408" cap marking the Southwest corner of Lot 16, QUIVIRA TRAILS RESURVEY, a recorded subdivision as filed in Book 39, at Page 6, said point being the **POINT OF BEGINNING**; thence continuing North 88°00'46" East on the South line of said Lot 16, a distance of 20.00 feet to a point; thence departing said South line South 01°59'14" East on a line 60.00 feet West of and parallel with said West line, a distance of 79.94 feet to a point on the North line of Lot 17, QUIVIRA TRAILS RESURVEY; thence South 87°49'59" West on said North line, a distance of 20.00 feet to a Bolt and Washer marking the Northwest corner of said Lot 17; thence departing said North line North 01°59'14" West on a line 40.00 feet West of and parallel with said West line, a distance of 80.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains a total of 1,599 square feet or 0.037 acres more or less;

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/17/24 11:24 AM

Kenneth J. Dedrick LS-1067

Date

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #41
Parcel No. DP66700000 0019
(Spouses)

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **DAVID P. VIERTHALER AND MANDY L. VIERTHALER**, as spouses, hereinafter called Grantors, and the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 13.

NOW THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE DEDICATION

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable considerations, 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; receipt of which is hereby acknowledged, Grantors hereby grant, convey and dedicate to Grantee, for public use forever, with the right to ingress and

egress hereto, the following described property to be used for public street, sidewalks, storm drainage, utility and/or public purposes:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

Grantors hereby covenant and promise to Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

SECTION TWO WARRANTY OF TITLE

Grantors covenant that they are the owners of the premises and have the right, title, and capacity to convey the property described herein.

SECTION THREE 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.

GRANTORS:

David P. Vierthaler

Mandy L. Vierthaler

11817 W 149th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **DAVID P. VIERTHALER AND MANDY L. VIERTHALER** as spouses.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #41
Parcel No. DP66700000 0019
(Spouses)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **DAVID P. VIERTHALER AND MANDY L. VIERTHALER**, as spouses, hereinafter called Grantors, 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 sum of One and No/100 Dollar (\$1.00) and other good and 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantors hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire December 31, 2028, or as otherwise agreed upon between the parties.

Grantors reserve 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.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, Grantors hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTORS:

David P. Vierthaler

Mandy L. Vierthaler

11817 W 149th Street
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **DAVID P. VIERTHALER AND MANDY L. VIERTHALER** as spouses.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Exhibit A
 QUIVIRA ROAD IMPROVEMENTS
 City of Olathe Project No. 3-C-011-24

TRACT NUMBER: 41

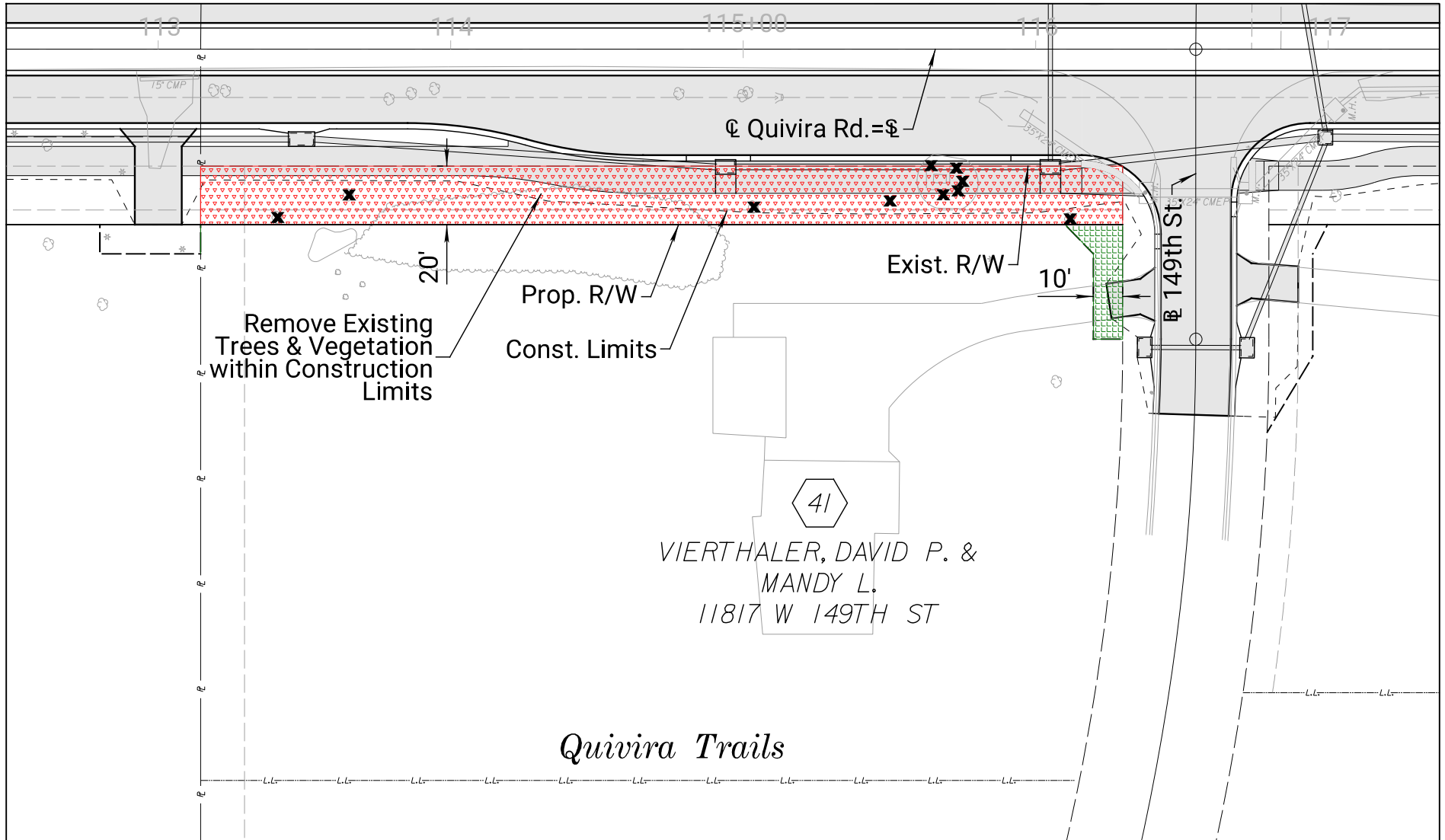
DATE: December 11, 2024

HNTB



LEGEND:

Dedication For A Public Street	
Temporary Construction Easement	
Permanent Utility Easement	
Permanent Drainage Easement	
Permanent Sidewalk Easement	
Permanent Waterline Easement	
Cost to Cure *	XXXX
* May or may not be removed as a result of this project	





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 41
Parcel No.: DP66700000 0019

EXHIBIT A

Right-of-Way

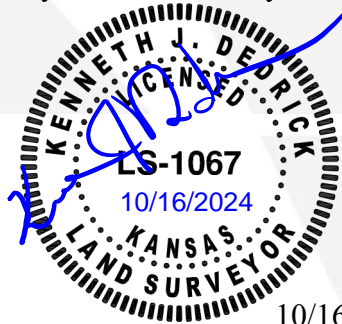
All of the East 20.00 feet of Lot 19, QUIVIRA TRAILS, a recorded subdivision filed in Book 35, at Page 40, and being a part of a tract of land described in Warranty Deed found in Book 201408, at Page 002273 as filed in the Johnson County Register of Deeds Office, lying in the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principle Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October, 2024.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 6,304 square feet or 0.145 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/16/24 11:01 AM

Kenneth J. Dedrick LS-1067

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 41
Parcel No.: DP66700000 0019

EXHIBIT A

Temporary Construction Easement

All that part of Lot 19, QUIVIRA TRAILS, a recorded subdivision filed in Book 35, at Page 40 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), and being a part of a tract of land described in a Warranty Deed found in Book 201408, at Page 002273, lying in the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

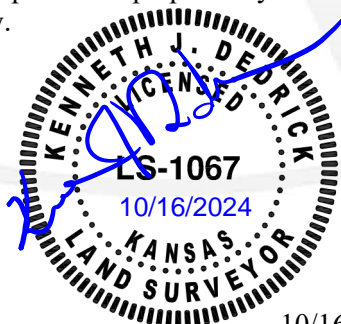
Commencing at a 1/2" rebar with a KS1376 cap marking the Northwest corner of said Lot 19; thence North 88°00'46" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the North line of said Lot 19, a distance of 20.00 feet (all distance references are in U.S. Survey Feet) to the **POINT OF BEGINNING**; thence continuing North 88°00'46" East on said North line, a distance of 39.15 feet to a point; thence departing said North line South 01°59'14" East, a distance of 10.00 feet to a point; thence South 88°00'46" West on a line 10.00 feet South of and parallel with said North line, a distance of 29.15 feet to a point; thence South 43°49'24" West, a distance of 13.95 feet to a point on the East line of a 5.00 foot Southwestern Bell Easement found in Book 3085, at Page 862; thence North 01°59'14" West on said East line, a distance of 19.72 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains 440 square feet or 0.010 acres more or less.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/16/24 11:02 AM

Kenneth J. Dedrick LS-1067

Date

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #42
Parcel No. DF241402-2002
(Trust)

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **ADAM H. BUTLER AND JENNIFER A. BUTLER, TRUSTEES OF THE BUTLER LIVING TRUST**, 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.

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 13.

NOW THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE DEDICATION

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable considerations, 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; receipt of which is hereby acknowledged, Grantor hereby grants,

conveys and dedicates to Grantee, for public use forever, with the right to ingress and egress hereto, the following described property to be used for public street, sidewalks, storm drainage, utility and/or public purposes:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

Grantor hereby covenants and promises to Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

SECTION TWO WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to convey the property described herein.

SECTION THREE 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:

BUTLER LIVING TRUST

By: _____
Adam H. Butler

By: _____
Jennifer A. Butler

14915 S Quivira Road
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____

202__, by **ADAM H. BUTLER AND JENNIFER A. BUTLER, TRUSTEES OF THE
BUTLER LIVING TRUST.**

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #42
Parcel No. DF241402-2002
(Trust)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **ADAM H. BUTLER AND JENNIFER A. BUTLER, TRUSTEES OF THE BUTLER LIVING TRUST**, 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 sum of One and No/100 Dollar (\$1.00) and other good and 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement

includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire December 31, 2028, or as otherwise agreed upon between the parties.

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.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

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

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, Grantor hereby consents and agrees.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

BUTLER LIVING TRUST

By: _____
Adam H. Butler

By: _____
Jennifer A. Butler

14915 S Quivira Road
Olathe, KS 66062

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____
202__, by **ADAM H. BUTLER AND JENNIFER A. BUTLER, TRUSTEES OF THE**
BUTLER LIVING TRUST.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Exhibit A
 QUIVIRA ROAD IMPROVEMENTS
 City of Olathe Project No. 3-C-011-24

TRACT NUMBER: 42

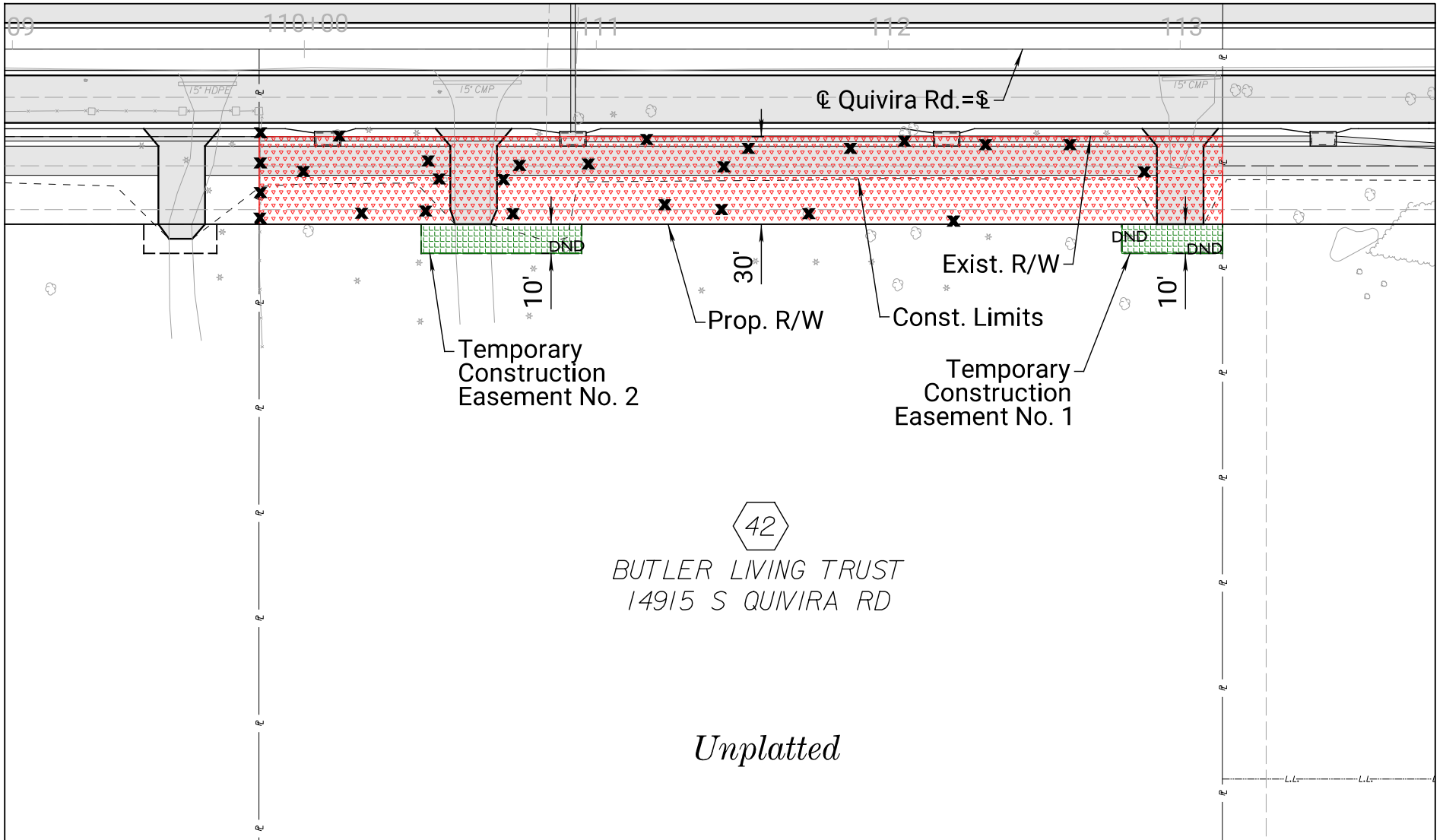
DATE: December 12, 2024

HNTB



LEGEND:

Dedication For A Public Street	
Temporary Construction Easement	
Permanent Utility Easement	
Permanent Drainage Easement	
Permanent Sidewalk Easement	
Permanent Waterline Easement	
Cost to Cure *	XXXX
* May or may not be removed as a result of this project	





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 42
Parcel No.: DF241402-2002

EXHIBIT A

Right-of-Way

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201404, at Page 006174 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), lying in the South One-Half of the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

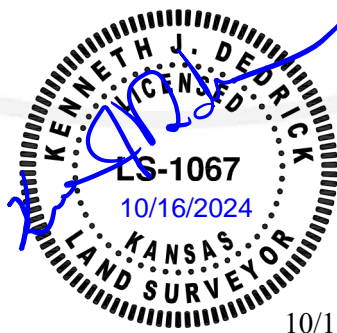
BEGINNING at a 1/2" rebar marking the Northwest corner of said South One-Half; thence North 88°01'36" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the North line of said South One-Half, a distance of 60.00 feet (all distance references are in U.S. Survey Feet) to a point of intersection with said North line and the East line of a 5.00 foot Southwestern Bell Easement found in Book 3085, at Page 840; thence departing said North line South 01°59'14" East on said East line, a distance of 330.00 feet to point on the South line of deed; thence departing said East line South 88°01'36" West on said South line, a distance of 60.00 feet to a point on the West line of said Southwest Quarter; thence departing said South line North 01°59'14" West on said West line, a distance of 330.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains a total of 19,800 square feet or 0.455 acres more or less; including 9,900 square feet of apparent existing 30.00 foot wide Right-of-Way for Quivira Road as measured normal thereto the West line of said deed.

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/16/24 11:02 AM

Kenneth J. Dedrick LS-1067

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 42
Parcel No.: DF241402-2002

EXHIBIT A

Temporary Construction Easement No. 1

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201404, at Page 006174 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), lying in the South One-Half of the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

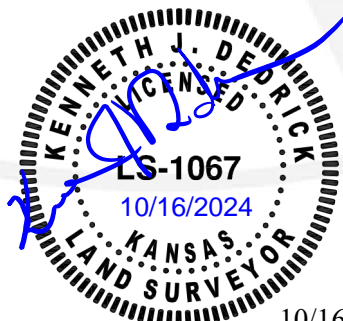
Commencing at a 1/2" rebar marking the Northwest corner of said South One-Half; thence North 88°01'36" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the North line of said South One-Half, a distance of 60.00 feet (all distance references are in U.S. Survey Feet) to the **POINT OF BEGINNING**; thence continuing North 88°01'36" East on said North line, a distance of 10.00 feet to a point of said South One-Half; thence departing said North line South 01°59'14" East on a line 70.00 feet East of and parallel with the West line of said Southwest Quarter, a distance of 34.49 feet to a point; thence South 88°00'46" West, a distance of 10.00 feet to a point on the East line of a 5.00 foot Southwestern Bell Easement found in Book 3085, at Page 840; thence North 01°59'14" West on said East line, a distance of 34.50 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains a total of 345 square feet or 0.008 acres more or less;

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



10/16/24 11:03 AM

Kenneth J. Dedrick LS-1067

Date



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 42
Parcel No.: DF241402-2002

EXHIBIT A

Temporary Construction Easement No. 2

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201404, at Page 006174 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), lying in the South One-Half of the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

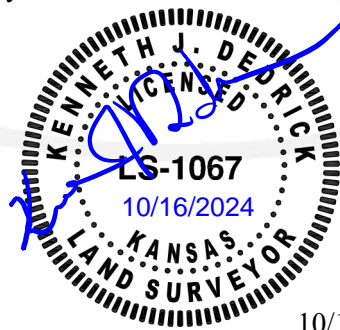
Commencing at a 1/2" rebar marking the Northwest corner of said South One-Half; thence South 01°59'14" East (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the West line of said South One-Half, a distance of 219.51 feet (all distance references are in U.S. Survey Feet) to a point; thence departing said West line North 88°00'46" East, a distance of 60.00 feet to a point on the East line of a 5.00 foot Southwestern Bell Easement found in Book 3085, at Page 840 and the **POINT OF BEGINNING**; thence continuing North 88°00'46" East, a distance of 10.00 feet to a point; thence South 01°59'14" East on a line 70.00 feet East of and parallel with said West line, a distance of 55.00 feet to a point; thence South 88°00'46" West, a distance of 10.00 feet to a point on said East line; thence North 01°59'14" West on said East line, a distance of 55.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains a total of 550 square feet or 0.013 acres more or less;

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 11:04 AM

Date

City Project No. 3-C-011-24
Quivira Road (143rd Street to 151st Street); Tr. #44
Parcel No. DF241402-2004
(Single Persons)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **CHRISTINA M. MORRISSY, LOUIS M. NOVELLO, NICHOLAS A. NOVELLO, AND JOHN MARTIN**, single persons, hereinafter called Grantors, 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 sum of One and No/100 Dollar (\$1.00) and other good and 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantors hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire December 31, 2028, or as otherwise agreed upon between the parties.

Grantors reserve 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.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, Grantors hereby consents and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTORS:

Christina M. Morrissy

Louis M. Novello

Nicholas A. Novello

John Martin

Property Address:
15037 S Quivira Road
Olathe, KS 66062

Mailing Address:
10305 Lee Boulevard
Leawood, KS 66206

ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____

202__, by **CHRISTINA M. MORRISSY, LOUIS M. NOVELLO, NICHOLAS A.**

NOVELLO, AND JOHN MARTIN.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My appointment expires: _____]

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
City Manager

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Exhibit A
 QUIVIRA ROAD IMPROVEMENTS
 City of Olathe Project No. 3-C-011-24

TRACT NUMBER: 44

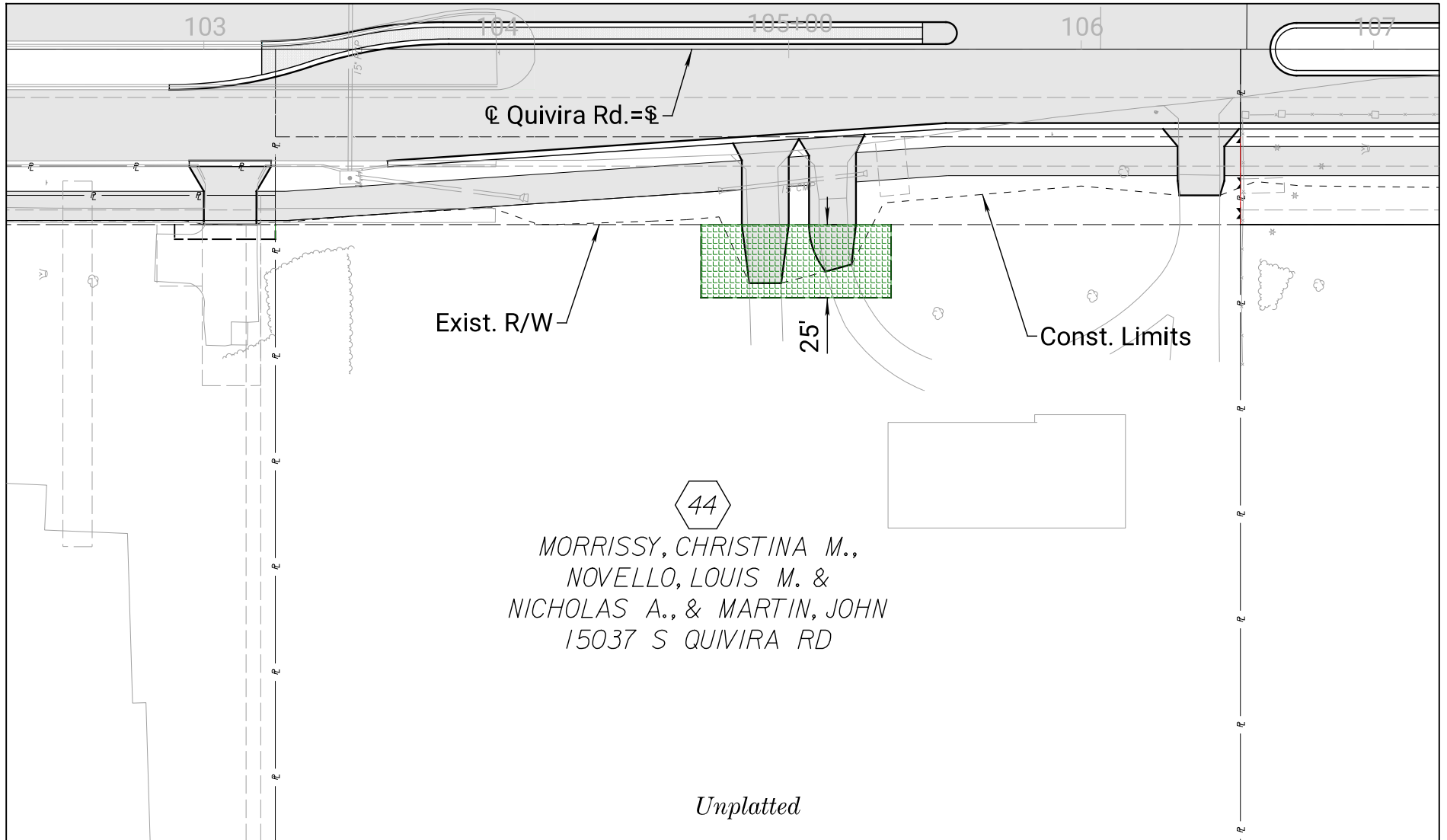
DATE: December 12, 2024

HNTB



LEGEND:

Dedication For A Public Street	
Temporary Construction Easement	
Permanent Utility Easement	
Permanent Drainage Easement	
Permanent Sidewalk Easement	
Permanent Waterline Easement	
Cost to Cure *	XXXX
* May or may not be removed as a result of this project	





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Quivira Road – 143rd to 151st
City of Olathe Project No. 3-C-011-24
Tract No. 44
Parcel No.: DF241402-2004

EXHIBIT A

Temporary Construction Easement

All that part of a tract of land described in a Quit-Claim Deed found in Book 202305, at Page 004401 (all documents mentioned hereon are as filed in the Johnson County Register of Deeds Office), lying in the Southwest Quarter of Section 2, Township 14 South, Range 24 East, of the Sixth Principal Meridian in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 16th Day of October 2024 as follows:

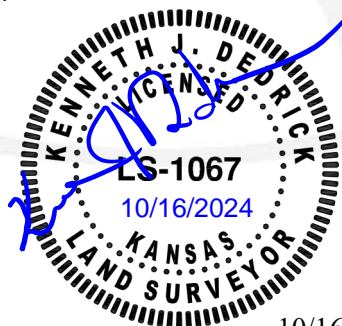
Commencing at a 3-1/4" Brass Disk marking the Southwest corner of said Southwest Quarter; thence North 01°59'14" West (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983 (HARN) North Zone) on the West line of said Southwest Quarter, a distance of 470.00 feet (all distance references are in U.S. Survey Feet) to a point; thence departing said West line North 88°00'46" East, a distance of 60.00 feet to a point on the East right-of-way line of Quivira Road as established by a Permanent Road Right-of-Way found in Book 200505, at Page 008327 and the **POINT OF BEGINNING**; thence North 01°59'14" West on said East line, a distance of 65.00 feet to a point; thence departing said East line North 88°00'46" East, a distance of 25.00 feet to a point; thence South 01°59'14" East on a line 85.00 feet East of and parallel with said West line, a distance of 65.00 feet to a point; thence South 88°00'46" West, a distance of 25.00 feet to the **Point of Beginning**.

This description was created with the benefit of ground survey performed, March 19, 2024 (KVE Project C23S1893) and contains a total of 1,625 square feet or 0.037 acres more or less;

End of Description

State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick LS-1067

10/16/24 11:06 AM
Date