

SE/4 S25, T13S, R23E

EASEMENT MODIFICATION AGREEMENT

This agreement hereby modifies and amends the following easement recorded in Johnson County, Kansas:

1. **The easement dated September 7, 2017, recorded at Book 201709, Page 007105, as DOC.# 20170922-0007105;**

(which is incorporated herein and referred to as the “Permanent Easement”), only with regard to Grantor Real Property (defined below) expressly identified in this Agreement to be modified. This agreement and its contents shall not in any way modify, amend, vacate or affect the Permanent Easement on other property.

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The City of Olathe, Kansas, a municipal corporation**, (“Grantor”) and **WESTAR ENERGY, INC., a Kansas corporation**, its successors, assigns and lessees, (“Grantee”) do hereby modify and amend the terms and conditions of the Permanent Easement in, along, under, across, and over only the real property owned by Grantor upon which is located the Right of Way (defined below), such real property referred to as “Grantor Real Property” and described as:

Beginning at a point 280 feet West of the Southeast corner of the Southeast 1/4 of Section 25, Township 13, Range 23, in the City of Olathe, Johnson County, Kansas; thence North 230 feet; thence West 150 feet; thence South 230 feet; thence East 150 feet to the point of beginning, EXCEPT the South 30 feet thereof and EXCEPT that part condemned for street right-of-way in District Court Case No. 49407.

The parties ratify the Permanent Easement and agree, acknowledge and consent to its modification and amendment pursuant to this Agreement, and Grantor otherwise grants, conveys and warrants unto Grantee, on the Grantor Real Property, as follows:

Grantor does hereby grant, convey and warrant unto Grantee the right and easement to alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across and over the Grantor Real Property on a strip of land particularly described in Exhibit "A" attached hereto and made part of this instrument by reference ("Right of Way") (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress from the Right of Way on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Right of Way or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be removed by the Grantee unless otherwise agreed to by Grantor.

The Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Right of Way, provided such use shall not in the reasonable judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

This agreement shall be binding upon the heirs, successors and assigns of the Grantor and shall otherwise run with the land.

Grantor and Grantee, and their respective heirs, successors, assigns and lessees, agree and warrant that the property rights Grantee acquired on the Grantor Real Property from Grantor or its predecessors by virtue of the Permanent Easement shall hereafter be comprised of those rights specifically described in this Agreement as to the Grantor Real Property. Further, nothing contained within this Agreement shall serve to modify, amend, vacate or otherwise affect any term, condition, nature, extent or other characteristic of any easement or other right acquired through

agreement or eminent domain action as to any person or location other than the Grantor, their heirs, successors and assigns, on the Grantor Real Property.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

WITNESS the hand of the Grantor this ____ day of _____, 20____.

**CITY OF OLATHE, KANSAS,
a municipal corporation**

Michael E. Copeland
Mayor

ATTEST:

(SEAL)

Emily K. Vincent
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Michael E. Copeland, Mayor of the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the state of Kansas, and Emily K. Vincent, City Clerk of said City**, who are personally known to me to be the same persons who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

Printed Name: _____

My Appointment Expires:

EXHIBIT "A"
SHEET 1 OF 2

PERMANENT EASEMENT DESCRIPTION

A tract of land located in the Southeast Quarter of Section 25, Township 13 South, Range 23 East of the 6th P.M., in Johnson County, Kansas described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of Section 25; thence S87°35'48"W along the South line of said Southeast 1/4 a distance of 279.95 feet; thence N02°24'12"W perpendicular to the last course, a distance of 52.16 feet, to a point on the East property line, also the Point of Beginning; thence S87°35'48"W, a distance of 150.00 feet to a point on the West property line; thence N02°09'44"W along said West property line a distance of 13.34 feet; thence N87°35'48"E leaving said West property line a distance of 150.00 feet to a point on said East property line; thence S02°09'44"E along said East property line a distance of 13.34 feet to the POINT OF BEGINNING.

Containing 2000.42 square feet or 0.05 acres of land more or less



3-11-2019



**WILSON
& COMPANY**
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

PROJECT TITLE			
TIMBERLANE TO SOUTHTOWN			
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:
DEN	WEK	WEK	JOHNSON
REV.	DESCRIPTION		BY DATE

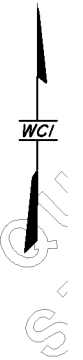
PROJECT NO. 17-074	DATE 3/11/2019
17074-JOD008(B)-RW THE CITY OF OLATHE, KANSAS	

EXHIBIT "A"

SHEET 2 OF 2

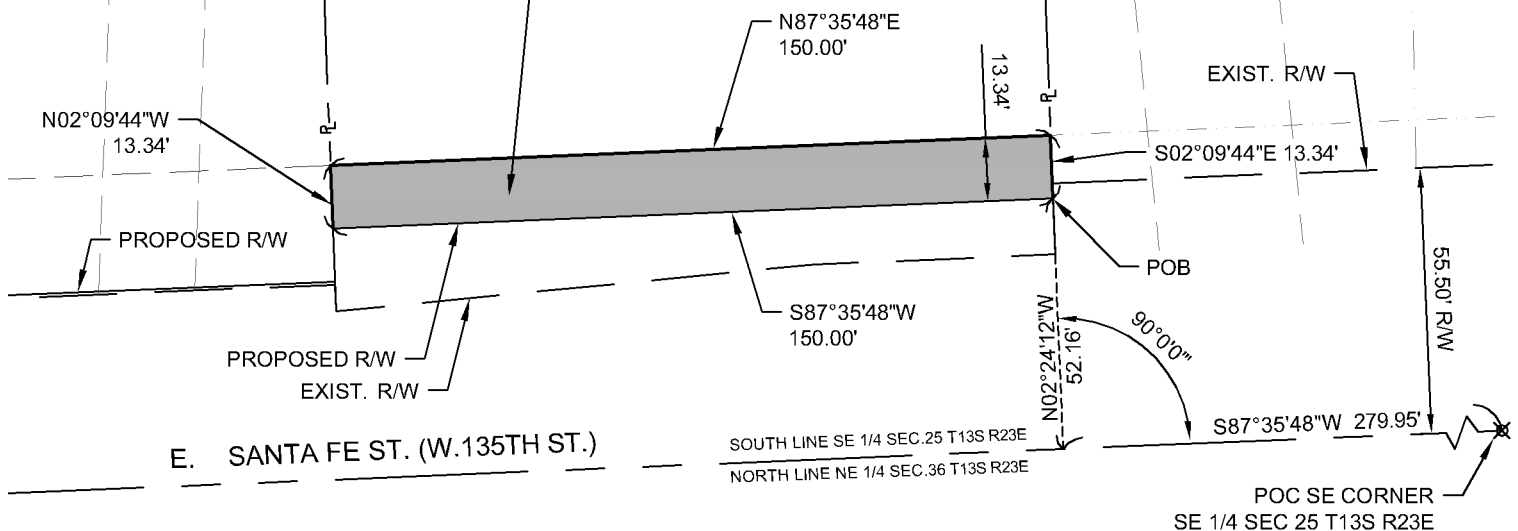
LEGEND

- PERMANENT EASEMENT AREA
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PROPERTY LINE P
- EASEMENT LINE



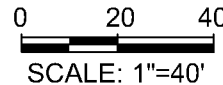
17074-JOD008(B)-RW
THE CITY OF OLATHE, KS
CASE NO. 18-CV-04590
SE 1/4 SEC 25 T13S R23E

PERMANENT EASEMENT AREA



EASEMENT AREA = 0.05 ACRES± (2000.42 SQ. FT.)

This exhibit does not represent a property boundary survey.
It is intended for visual purposes only.



**WILSON
& COMPANY**

800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

PROJECT TITLE TIMBERLANE TO SOUTHTOWN			
DRAWN BY: DEN	CHECKED BY: WEK	APPROVED BY: WEK	COUNTY: JOHNSON
REV.	DESCRIPTION		BY DATE

PROJECT NO. 17-074	DATE 3/11/2019
17074-JOD008(B)-RW THE CITY OF OLATHE, KANSAS	