
S 05 NE/SE	QQ/Q
T 14 JOHNSON	County
R 23 KANSAS	State

EASEMENT CONVEYANCE

THIS **EASEMENT** made and entered into this _____ day of _____, 2021, by and between **CITY OF OLATHE**, a political subdivision of the State of Kansas, "**GRANTOR**" and **Evergy Metro, Inc.**, a Missouri Corporation whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "**GRANTEE**".

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual non-exclusive easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, cables, conduits, and pipes, repair, rebuild and remove, under and over the easement described below and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, and for communication purposes, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from said lines of GRANTEE over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantors lands, which said temporary non-exclusive easement being situated in the County of **Johnson**, in the State of **Kansas**, said easement more particularly described as follows:

A strip of land 10.00 feet in width in the Southeast Quarter of Section 5, Township 14 South, Range 23 West, in the City of Olathe, Johnson County, Kansas, lying 5.00 feet on each side of the following described centerline: Commencing at the Northeast Corner of the Southeast Quarter of said Section 5; thence South 88° 32' 08" West, along the North line of said Southeast Quarter, 64.34 feet; thence South 01° 27' 52" East, 96.06 feet to the True Point of Beginning of the centerline to be herein described; thence South 09° 05' 42" West, 10.42 feet; thence South 78° 51' 36" West, 34.61 feet; thence South 86° 15' 27" West, 54.77 feet; thence South 80° 46' 46" West, 62.36 feet; thence South 71° 55' 27" West, 31.74 feet to the Point of Termination.

See Attached "Exhibit A"

GRANTEE may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lands and shall repair or compensate for any damage caused by its use, repair, or improvement to said perpetual easement. All logs, limbs, or brush cut or trimmed by Grantee shall be removed by Grantee unless Grantor otherwise requests.

IT BEING THE INTENTION of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without Grantee's written permission.

Title to said lines shall be and remain in said Grantee

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

SIGNATURES ON FOLLOWING PAGE

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement on the date first above written.

City of Olathe, Kansas

By: _____

ATTEST: _____

CLERK

Print Name: _____

Title: _____

SEAL

ACKNOWLEDGEMENT

State of _____)
County of _____) SS.

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John Bacon, Mayor of the City of Olathe, Kansas, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires: _____

Notary Public _____

WR#: 873978

Validation by: Bowen

EVERGY EASEMENT

14700 S. Lakeshore Dr.

SE ¼ SEC 5, TWP 14 S, RGE 23 E

City of Olathe,

Johnson County, Kansas

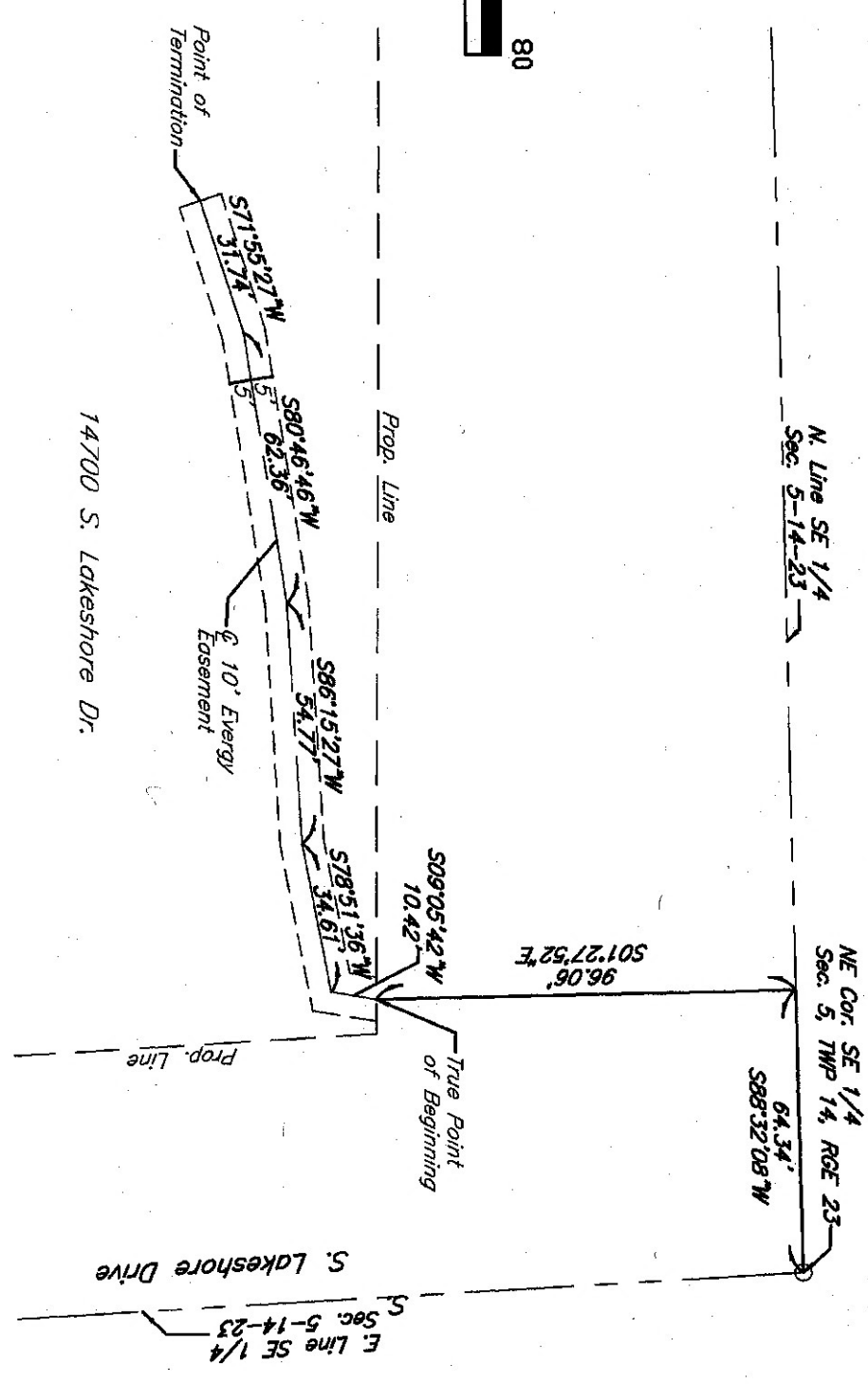
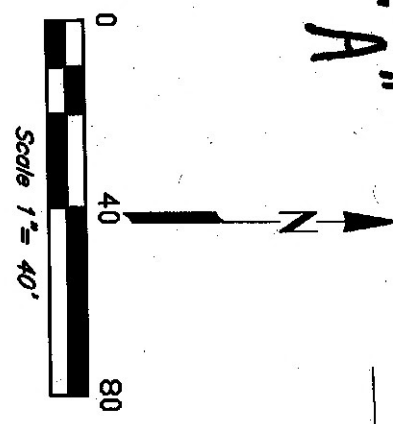
March 30, 2021

Project No. 20.051B

EXHIBIT "A"

A strip of land 10.00 feet in width in the Southeast Quarter of Section 5, Township 14 South, Range 23 West, in the City of Olathe, Johnson County, Kansas, lying 5.00 feet on each side of the following described centerline: Commencing at the Northeast Corner of the Southeast Quarter of said Section 5; thence South $88^{\circ} 32' 08''$ West, along the North line of said Southeast Quarter, 64.34 feet; thence South $01^{\circ} 27' 52''$ East, 96.06 feet to the True Point of Beginning of the centerline to be herein described; thence South $09^{\circ} 05' 42''$ West, 10.42 feet; thence South $78^{\circ} 51' 36''$ West, 34.61 feet; thence South $86^{\circ} 15' 27''$ West, 54.77 feet; thence South $80^{\circ} 46' 46''$ West, 62.36 feet; thence South $71^{\circ} 55' 27''$ West, 31.74 feet to the Point of Termination.

**EXHIBIT
"A"**



Proj. No. 20.051B

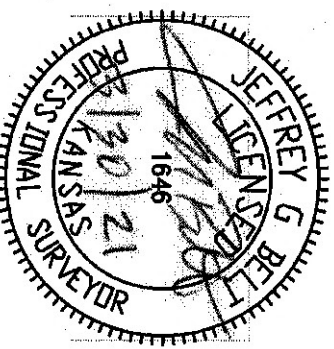
Date: 03/30/2021



Phone 816-457-4946
Kansas State Certificate
of Authority #LS-314

EVERGY EASEMENT

SE 1/4 SEC 5, TWP 14 S, RGE 23 E
CITY OF OLATHE,
JOHNSON COUNTY, KANSAS



Jeffrey Belt PS-1646