**RIGHT-OF-WAY EASEMENT**

For a good and valuable consideration, the receipt of which is hereby acknowledged, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as the “Grantor,” hereby grants, warrants and conveys unto Rural Water District No. 1, Jackson County, Kansas, hereinafter referred to as the “Grantee,” the perpetual right of way easement to enter onto the lands of the Grantor, described as follows:

**Property Description as printed on the property deed.**

and erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water lines, meters, meter boxes and other equipment appropriate or necessary in connection with the operation of a water system. The facilities erected and constructed hereunder shall remain the property of Grantee.

Grantor also grants a temporary construction easement **10 feet in width** adjoining the permanent right of way easement. Such temporary construction easement shall commence on the date that work on the project begins and end two years after project completion. The easement hereby granted shall be **thirty (30) feet in width**, the center line of which shall be the pipeline(s) as constructed over that land described above.

Grantee shall maintain such easement in a state of good repair and efficiency so that no unreasonable damages shall result from its use to Grantor’s premises. Grantor, his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation, and maintenance of Grantee’s facilities.

For the purpose of construction, inspecting, maintaining or operating its facilities, Grantee shall have the right of ingress and egress from the easement over the lands of Grantor adjacent to the easement and lying between public or private roads and the easement, and the right to install a gate or make a temporary opening in any fence on said lands at a point where such fence crosses the route of any water line; such rights to be exercised in a manner as shall occasion the least practicable damage and inconvenience to Grantor.

The Grantee may, in its discretion, repair, restore, or pay the reasonable value of any physical damage to Grantor’s property arising from the Grantee’s use of this easement, including but not limited to damage to growing crops. Any repairs or restoration shall be completed in a workmanlike manner consistent with standards prevalent in the industry.

This conveyance is to the Grantee, its successors and assigns, and shall be binding upon the heirs, representatives, assigns, and grantees of the Grantor.

Signed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ACKNOWLEDGEMENT**

STATE OF KANSAS)

) SS:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_)

Personally appeared before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_,

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** known to me to be the same persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Appointment Expires: