

APPENDIX D: STANDARD PROPERTY ACQUISITION TEMPLATES

D.1 – Temporary Construction Easement

D.2 – Right of Way Dedication

D.3 – Pedestrian Easement

D.4 – Utility Easement

D.5 – Drainage Easement

D.6 – Sanitary Sewer Easement

TEMPORARY CONSTRUCTION EASEMENT

THE UNDERSIGNED GRANTOR is the owner of record of that real property ("the subject property") commonly known as [REDACTED], Lawrence, Douglas County, Kansas, and bearing the following legal description, to-wit:

[Legal of entire tract here]

THE UNDERSIGNED GRANTOR, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation ("Grantee"), a Temporary Construction Easement in, over, under, and through the subject property (a exhibit map showing the Easement is affixed hereto as Exhibit A and is incorporated herein by reference) for the construction, installation, and maintenance of a driveway, sidewalk and pedestrian path, and all other facilities appurtenant thereto, said Easement bearing the following legal description, to-wit:

[INSERT LEGAL]

Grantee shall have the right of ingress and egress upon the above-described Easement for the purpose of repairing, or replacing said sidewalk, driveway and other appurtenances thereto and otherwise to make all uses of said Easement and to do all things necessary or proper for the use of said Easement for said public facilities and structures.

Within reasonable time following the termination of the temporary easement, Grantee shall leave the area thereof free of litter and debris; shall cause such area to be of a level and grade compatible with that of the area around said temporary easement; and shall restore the area disturbed, including restoration of driveways, landscaping and irrigation systems, at the earliest practical time and pursuant to the project plan specifications.

This temporary easement shall terminate and be of no further force and effect ninety (90) days after the completion of the said improvements or December 31, 2024, whichever shall first occur.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED GRANTOR FURTHER WARRANTS that it has good and lawful right to convey said Easement and that it will forever defend the title thereto.

THIS GRANT AND CONVEYANCE is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the Grantor and the Grantee.

DATED THIS _____ day of _____, 2024.

name

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid came _____, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the afore-mentioned entity.

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

Notary Public

My Commission Expires:

DEDICATION OF RIGHT-OF-WAY

THE UNDERSIGNED GRANTOR is the owner of record of that real property ("the subject property") commonly known as [REDACTED], Lawrence, Douglas County, Kansas, and bearing the following legal description, to-wit:

[Legal of entire tract here]

THE UNDERSIGNED, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation, ("Grantee") a permanent and perpetual right-of-way in, over, under, and through the subject property (an exhibit map showing the Dedication of Right-of-Way is affixed hereto as Exhibit A and is incorporated herein by reference) for use in the construction, installation, expansion, development and maintenance of a street and sidewalk, with appurtenances and attendant facilities thereto, and for all other lawful uses and purposes, in, over, under, through and upon and the following described tract of real estate situated in Douglas County, Kansas, to-wit:

INSERT LEGAL HERE

The Grantee shall have the right of ingress and egress upon the above described right-of-way for the purpose of maintaining, repairing, or replacing said street and sidewalk or other improvements together with appurtenances and attendant facilities and otherwise make all uses of said right-of-way and do all things necessary or proper for the use of said right-of-way for said public facilities and structures. Nothing in this dedication of right-of-way shall allow an investor-owned utility to use or occupy the above-described property unless such utility has a valid franchise agreement with the Grantee. Any use or occupation by the utility shall only be pursuant to the laws of the City of Lawrence, Kansas.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said right-of-way for the purposes herein stated.

THE UNDERSIGNED FURTHER WARRANT that it has good and lawful right to convey said right-of-way, and will forever defend the title thereto.

THIS GRANT AND CONVEYANCE is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the Grantor and the Grantee.

DATED THIS ____ day of _____, 2024.

[insert property owners]

ACKNOWLEDGMENT

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid came _____, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Notary Public

My Commission Expires: _____

PEDESTRIAN EASEMENT

THE UNDERSIGNED GRANTOR is the owner of record of that real property ("the subject property") commonly known as [REDACTED], Lawrence, Douglas County, Kansas, and bearing the following legal description, to-wit:

[INSERT LEGAL OF ENTIRE TRACT HERE]

THE UNDERSIGNED GRANTOR, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation ("Grantee"), a permanent and perpetual Easement in, over, under, and through the subject property (a site plan showing the Easement is affixed hereto as Exhibit A and is incorporated herein by reference) for the construction, installation, and maintenance of a sidewalk and pedestrian path, and all other facilities appurtenant thereto, said Easement bearing the following legal description, to-wit:

[INSERT LEGAL]

Grantee shall have the right of ingress and egress upon the above-described Easement for the purpose of maintaining, repairing, or replacing said sidewalk and otherwise to make all uses of said Easement and to do all things necessary or proper for the use of said Easement for said public facilities and structures.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED GRANTOR FURTHER WARRANTS that it has good and lawful right to convey said Easement and that it will forever defend the title thereto.

THIS GRANT AND CONVEYANCE is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the Grantor and the Grantee.

DATED THIS _____ day of _____, 2024.

name

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid came _____, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the afore-mentioned entity.

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

Notary Public

My Commission Expires:

UTILITY EASEMENT

THE UNDERSIGNED GRANTOR is the owner of record of that real property ("the subject property") commonly known as [REDACTED], Lawrence, Douglas County, Kansas, and bearing the following legal description, to-wit:

[INSERT LEGAL OF ENTIRE TRACT HERE]

THE UNDERSIGNED GRANTOR, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation ("Grantee"), a permanent and perpetual Easement for the construction, installation, and maintenance of utilities in, over, under, and through the subject property (a strip map showing the Easement is affixed hereto as Exhibit A and is incorporated herein by reference), and all other facilities appurtenant thereto, said Easement bearing the following legal description, to-wit:

[INSERT LEGAL]

Grantee shall have the right of ingress and egress upon the above-described Easement for the purpose of maintaining, repairing, or replacing said utilities and otherwise to make all uses of said Easement and to do all things necessary or proper for the use of said Easement for said public facilities and structures.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED GRANTOR FURTHER WARRANTS that it has good and lawful right to convey said Easement and that it will forever defend the title thereto.

THIS GRANT AND CONVEYANCE is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the Grantor and the Grantee.

DATED THIS _____ day of _____, 2024.

name

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid came _____, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the afore-mentioned entity.

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

Notary Public

My Commission Expires:

DRAINAGE EASEMENT

THE UNDERSIGNED GRANTOR is the owner of record of that real property ("the subject property") commonly known as [REDACTED], Lawrence, Douglas County, Kansas, and bearing the following legal description, to-wit:

[INSERT LEGAL OF ENTIRE TRACT HERE]

THE UNDERSIGNED GRANTOR, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation ("Grantee"), a permanent and perpetual Easement for the construction, installation, and maintenance of storm sewer utilities in, over, under, and through the subject property (a strip map showing the Easement is affixed hereto as Exhibit A and is incorporated herein by reference), and all other facilities appurtenant thereto, said Easement bearing the following legal description, to-wit:

[INSERT LEGAL]

Grantee shall have the right of ingress and egress upon the above-described Easement for the purpose of maintaining, repairing, or replacing said storm sewer utilities and otherwise to make all uses of said Easement and to do all things necessary or proper for the use of said Easement for said public facilities and structures.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED GRANTOR FURTHER WARRANTS that it has good and lawful right to convey said Easement and that it will forever defend the title thereto.

THIS GRANT AND CONVEYANCE is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the Grantor and the Grantee.

DATED THIS _____ day of _____, 2024.

name

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid came _____, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the afore-mentioned entity.

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

Notary Public

My Commission Expires:

SANITARY SEWER EASEMENT

THE UNDERSIGNED GRANTOR is the owner of record of that real property ("the subject property") commonly known as [REDACTED], Lawrence, Douglas County, Kansas, and bearing the following legal description, to-wit:

[INSERT LEGAL OF ENTIRE TRACT HERE]

THE UNDERSIGNED GRANTOR, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation ("Grantee"), a permanent and perpetual Easement for the construction, installation, and maintenance of sanitary sewer utilities in, over, under, and through the subject property (a strip map showing the Easement is affixed hereto as Exhibit A and is incorporated herein by reference), and all other facilities appurtenant thereto, said Easement bearing the following legal description, to-wit:

[INSERT LEGAL]

Grantee shall have the right of ingress and egress upon the above-described Easement for the purpose of maintaining, repairing, or replacing said sanitary sewer utilities and otherwise to make all uses of said Easement and to do all things necessary or proper for the use of said Easement for said public facilities and structures.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED GRANTOR FURTHER WARRANTS that it has good and lawful right to convey said Easement and that it will forever defend the title thereto.

THIS GRANT AND CONVEYANCE is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the Grantor and the Grantee.

DATED THIS _____ day of _____, 2024.

name

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid came _____, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the afore-mentioned entity.

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

Notary Public

My Commission Expires: