

**DEED OF RIGHT OF WAY
(Corporation)**

THIS DEED is made and entered into this ____ day of _____ 200__, by and between _____, a corporation organized under the laws of the state of _____ (“Grantor”), and the Board of County Commissioners, of Johnson County, State of Kansas, (“Grantee”).

Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does SELL and CONVEY unto Grantee an easement and right-of-way in and to the following described real estate, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same forever, together with all rights and appurtenances thereto. It is understood and agreed that Grantee shall use said real estate in the construction, improvement, reconstruction and maintenance of a public right-of-way, for utilities, or other public purposes.

Grantor promises that at the delivery of this deed it is lawfully seized of the interest hereby conveyed, that the same is free and clear of and from all and every lien and encumbrance whatsoever, subject only to easements, covenants, and restrictions now of record, and that Grantor will forever warrant and defend the same unto Grantee against any lawful claim. Grantor hereby waives and releases Grantee from any and all claims for damage or compensation arising from the use of the real estate conveyed by this deed for the purposes herein described. Grantor hereby agrees that Grantor shall pay any special assessments or installments thereof, matured or unmatured, on the real estate hereby conveyed and that Grantee shall not be liable in any way for the payment thereof. Grantor further agrees that the proper governing authority may release the real estate hereby conveyed from any special assessment and spread and attach such special assessment to the remainder of the property adjacent to the real estate hereby conveyed and which is owned by the Grantor.

