

COMMERCIAL STREET WATERLINE IMPROVEMENTS (WMCO09)

**AGREEMENT
BY AND BETWEEN**

**AND
THE WATER UTILITY OF
THE CITY OF EMPORIA, KANSAS**

State of Kansas)
County of Lyon)

THIS Agreement, is made by and between _____
hereinafter referred to as "Owner" and the Water Utility of the City of Emporia, Kansas,
hereinafter referred to as "City":

WHEREAS, the Governing Body has determined that the replacement of the
main waterline which serves Commercial Street is necessary; and

WHEREAS, the Governing Body has found that it will be necessary to
temporarily interrupt water supply to downtown businesses during the period of
construction; and

WHEREAS, the Governing Body finds that it is necessary to re-connect service
lines between the City meter and the private water supply distribution of the buildings;

NOW, THEREFORE, the parties covenant and agree to the following terms and
conditions:

1. The City shall contract with a certified and bonded plumbing contractor to
install a new service line following City building codes between the City meter and the
Owner's water distribution system in as close to a straight line as possible. Owner
consents to the selection of the contractor by the City.

2. The City shall pay for the work to be performed from a source of funds
appropriated for that purpose.

3. Owner further agrees and warrants, on behalf of myself, my heirs, executors
and administrators that he/she will hold harmless and indemnify the City for any
damage or claim of damage of any type whatsoever, either to the above described
property or persons situated thereon, and hereby releases, discharges and waives any
and all actions, either legal or equitable, which the undersigned has or ever might or
may have by reason of any action of the City pursuant to this Agreement.

4. Owner further agrees and warrants on behalf of myself, my heirs, executors and administrators, grant to the City, its agents, employees and contractors, and subcontractors the authority and permission to enter in and upon said property, its basement, crawlspace and/or utility area. The right of entry so granted shall include, without limitation, the right to survey, inspect, excavate, repair, take pictures and construct a water service line re-connecting the City water meter to the water distribution pipes of Owner. The right of entry shall also include the right to ingress and egress across other lands of the Owner to get to the work site and to provide water service lines to multiple tenants in one building by crossing through, under or over other tenants' spaces.

The Right of Entry into the above described property shall be exercised by notifying the Owner and/or Lessee of the intent to exercise the right not less than 24 hours prior to the visit. The Right of Entry shall be effective from June 1, 2010 until December 31, 2010 or the completion of the Commercial Street Water Main project, whichever comes first.

5. Owner does hereby consent to the filing of a waterline easement at the expense of the City if the City finds that it is necessary to cross Owner's property with an adjoining owners' service line. Owner agrees to timely execute necessary documents to grant such easement.

6. Owner may desire to provide one or more additional service lines or change the size from the current service line, pursuant to the City's contract. City shall provide said additional service line(s) or change the size of the service line at the same cost as provided for in the City's contract. Owner shall provide all necessary access to install said service lines.

7. If the Owner or the City determines that additional plumbing is needed above and beyond the plumbing required to bring the service line the most direct route between the City meter and the Owner's water distribution system, then the Owner shall contract directly with a licensed and bonded plumbing contractor and the Owner shall pay for the additional work requested.

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IN WITNESS, WHEREOF, this Agreement is made by and between the Owner/
Lessee and the City.

Owner/Lessee

GRANTOR'S ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF LYON)

BE IT REMEMBERED, that on this _____ day of June, 2010, before me,
the undersigned, a Notary Public in and for said County and State, came
_____, who is known to me to be the same person who executed the
within instrument.

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

Notary Public

My Commission Expires: _____

WATER UTILITY OF THE CITY OF
EMPORIA, KANSAS
