RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____,2022, by and between **Unified School District 259 successor to The Board of Education of the City of Wichita, School District No.1, Sedgwick County, Kansas,** party of the first part, hereinafter referred to as "Grantor", and **EVERGY KANSAS SOUTH INC., a Kansas corporation,** hereinafter referred to as "Grantee".

WHEREAS, Grantor owns certain real property described as follows and hereafter referred to as "Premises":

Block 12, Eichholtz Addition to the City of Wichita, Sedgwick County, Kansas.

WHEREAS, Grantee seeks entry on the Premises to complete the tests, surveys and studies listed below to assist in an examination of the premises related to construction of a proposed power line.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. RIGHT OF ENTRY. Grantee and Grantee's contractors shall have right of entry to effect the tests, surveys and studies listed below, all at Grantee's sole expense. Grantee agrees to indemnify and hold Grantor harmless from all losses, injuries, claims, and damages suffered by Grantor as a result of third-party claims because of the acts or omissions of Grantee and its contractors in connection with its tests, surveys and studies, and if such tests, surveys or studies result in any disturbances or other damages to the Premises, Grantee agrees to restore the Premises as near as reasonable to its prior condition.

2. Tests, surveys, and studies to be performed on the Premises, including but not limited to:

Soil Borings six (6) inches in diameter and approximately fifty (50) feet deep.

Potholing to be approximately 10 feet North, South, East, and West from either the existing pole or the location of a new pole and should not be any deeper than 20 feet. The entire potholing may not be on this property and may extend into the road right of way.

Use of Manned and Unmanned Aerial Vehicle flights to overfly the easement area for the purpose of taking pre-construction pictures, video, and LIDAR of the area to assist in Transmission line design.

Environmental studies as needed.

3. This Agreement shall be construed according to the laws of the State of Kansas, without regard to choice of law provisions.

4. Except as otherwise provided for herein, any changes in the provisions of this Agreement made subsequent to its execution shall be made by formal, written, and mutually executed amendments.
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

EXECUTED on this _____ day of _____,2022.

EVERGY KANSAS SOUTH, INC.,
A KANSAS CORPORATION

By: _____
Marsha Crane
Real Estate Project Manager

"Grantee"

Unified School District 259 successor to The Board of Education of the City of Wichita, School District No.1, Sedgwick County, Kansas

_____

_____
Print Name Here

Title:_____

"Grantors"