Project No.

Tract No.

**SIDEWALK AND TRAFFIC SIGNAL SYSTEM EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That this Easement is made and entered into the day of , 20 by ("Grantor"), owner of property herein described, for the benefit of the CITY OF OVERLAND PARK, KANSAS, a Kansas municipal corporation ("Grantee"), with an address of 8500 Santa Fe Drive, Overland Park, Kansas 66212.

WITNESSETH: That in consideration of the sum of Ten Dollars ($10.00), receipt and sufficiency of which is hereby acknowledged, Grantor does convey to Grantee forever a perpetual easement over and through the following described real property, to wit:

**See Attachment A (the "Easement Property")**

for the following purposes:

1. Permanent Sidewalk Easement. Constructing, using, replacing, and maintaining a public sidewalk and appurtenant work in any part of the easement, including the right to repair, maintain, and replace the sidewalk, and for any reconstruction and future expansion of such facility within the Easement Property together with the right of access to and over the Easement Property for said purposes.

2. Traffic Signal System Easement. Entering upon, locating, constructing, and maintaining or authorizing the location, construction, or maintenance and use of a traffic signal system, which may include, but is not necessarily limited to, conduits, poles, wires, ducts, cables, service boxes, and a signal controller, and a generator with landscaping (the “Traffic Signal System”) in any part of the Easement Property, including the right to clean, repair, replace and care for said Traffic Signal System, and for the reconstruction and future expansion of the Traffic Signal System within the Easement Property together with the right of access to and over the Easement Property for said purposes.

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions:

1. Grantee is to have and to hold the Easement Property for the uses and purposes hereinabove set forth forever.

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2. Grantor, its heirs, executors, administrators, successors and assigns, hereby releases the Grantee, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands of Grantor resulting from this conveyance, provided, the Grantee, its agents and employees, assigns and successors shall, as soon as practicable, after construction, maintenance, alterations, or repairs thereto of said sidewalk and Traffic Signal System restore all property of the Grantor, its heirs, executors, administrators, successors and assigns, to as near as practicable to substantially the same condition as existed prior to such construction, maintenance, alteration, or repair.

3. The rights granted herein shall not be construed to interfere with or restrict Grantor, its heirs, executors, administrators, successors and assigns from the use of its property with respect to the construction and maintenance of property improvements adjacent to the Easement Property so long as the same so constructed as not to impair the strength or interfere with the use and maintenance of the sidewalk and Traffic Signal System.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above described property. It shall be filed of record with the Office of Records and Tax Administration, Johnson County, Kansas.

Signature Signature

Printed Name Printed Name

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF )

 ) SS.

COUNTY OF )

BE IT REMEMBERED, That on this day of , 20 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came who is/are personally known to me to be the same person(s) who executed the within instrument of writing and duly acknowledged the execution of same.

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

 Notary Public

 Notary Stamp:

2. Grantor, its heirs, executors, administrators, successors and assigns, hereby releases the Grantee, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands of Grantor resulting from this conveyance, provided, the Grantee, its agents and employees, assigns and successors shall, as soon as practicable, after construction, maintenance, alterations, or repairs thereto of said sidewalk and Traffic Signal System restore all property of the Grantor, its heirs, executors, administrators, successors and assigns, to as near as practicable to substantially the same condition as existed prior to such construction, maintenance, alteration, or repair.

3. The rights granted herein shall not be construed to interfere with or restrict Grantor, its heirs, executors, administrators, successors and assigns from the use of its property with respect to the construction and maintenance of property improvements adjacent to the Easement Property so long as the same so constructed as not to impair the strength or interfere with the use and maintenance of the sidewalk and Traffic Signal System.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above described property. It shall be filed of record with the Office of Records and Tax Administration, Johnson County, Kansas.

Signature Signature

Printed Name Printed Name

**LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT**

STATE OF )

 ) SS.

COUNTY OF )

BE IT REMEMBERED, That on this day of , 20 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came (name/s), member(s) of (name of company), a Limited Liability Company duly formed under the provisions of the (state) Limited Liability Company Act, who is/are personally known to me to be the such member(s) and who is/are personally known to me to be the same person(s) who executed as such member(s) the foregoing instrument on behalf of said company, and such person(s) duly acknowledged the execution of same to be the act and deed of said company.

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

 Notary Public

 Notary Stamp:

2. Grantor, its heirs, executors, administrators, successors and assigns, hereby releases the Grantee, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands of Grantor resulting from this conveyance, provided, the Grantee, its agents and employees, assigns and successors shall, as soon as practicable, after construction, maintenance, alterations, or repairs thereto of said sidewalk and Traffic Signal System restore all property of the Grantor, its heirs, executors, administrators, successors and assigns, to as near as practicable to substantially the same condition as existed prior to such construction, maintenance, alteration, or repair.

3. The rights granted herein shall not be construed to interfere with or restrict Grantor, its heirs, executors, administrators, successors and assigns from the use of its property with respect to the construction and maintenance of property improvements adjacent to the Easement Property so long as the same so constructed as not to impair the strength or interfere with the use and maintenance of the sidewalk and Traffic Signal System.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above described property. It shall be filed of record with the Office of Records and Tax Administration, Johnson County, Kansas.

Signature Signature

Printed Name Printed Name

**CORPORATE ACKNOWLEDGEMENT**

STATE OF )

 ) SS.

COUNTY OF )

BE IT REMEMBERED, That on this day of , 20 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came President of , a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of , and , Secretary of said Corporation, who are personally known to me to be the such officers and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

 Notary Public

 Notary Stamp: