

Project No: _____
Project Name: _____
Tract No: _____

**AMENDMENT TO EASEMENT ACQUISITION AGREEMENT
CITY OF OVERLAND PARK, KANSAS**

This Amendment to Easement Acquisition Agreement is made and entered into this ____ day of _____, 2010, by and between _____, hereinafter called the **Owner** and the City of Overland Park, Kansas, hereinafter called the **City**.

WHEREAS, the City of Overland Park ("the City") is currently administering a project on _____, (the "Project") with property acquisition haven taken place in _____; and,

WHEREAS, as part of the Project, the City executed an Easement Acquisition Agreement (the "Original Agreement") with the Owner which contemplated the _____ *(insert original work that was to be done)* located in land purchased as Right-of-Way and Temporary Construction Easement on _____, *(insert tract # and address)* ("the Property"); and,

WHEREAS, one additional 24-inch deciduous tree in the far southwestern corner of the Property in the area of the Temporary Construction Easement is required to be removed for the purposes of constructing a temporary access road to 149th Terrace; and, *(use this paragraph to insert short description of what we're doing in this admendment)*

WHEREAS, the parties have agreed that the Easement Acquisition Agreement dated ____ should be amended to compensate the Owner for the replacement value of the tree.

NOW THEREFORE, in consideration of the promises and covenants of this Amendment to the Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree:

1. Paragraph 3 of the Original Agreement shall be replaced with the following:

Upon delivery of the recordable executed grants on the City's standard easement form, the **City** agrees to pay the **Owner** the total sum of _____, *(insert amount of total owed to resident including this admendment)* which is full compensation for the cost to cure items described below:

Project No: _____

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- 2. The breakdown of the costs and total compensation due Owner shall be replaced with the following:

Total Right-of-Way / Permanent Easement	
Total Temporary Construction Easement	
Total Cost to Cure / Administrative Settlement	
TOTAL COMPENSATION DUE OWNER (including this amendment)	

- 3. The parties acknowledge that the City has paid and the Owner has received compensation in the amount of _____, leaving a balance of _____ due and owing and this amount shall be paid within thirty (30) days of execution of this Amendment to the Easement Acquisition Agreement.
- 4. The parties agree that the existing language in all other paragraphs and parts of the Original Agreement shall remain in full force and effect and shall be binding upon the parties and is full and final settlement of the matters contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Easement Acquisition Agreement on the day and year first above written.

Owner(s)

City of Overland Park, KS

By: _____

Type or Print Name

Name: _____

Title: _____

Date: _____

Type or Print Name

Project: _____

Date: _____

Address: _____
