

RESTORATION AGREEMENT

This Agreement is entered into by and between the City of Overland Park, Kansas (the "City") and **OWNER NAME** (the "Owner") on the last date affixed to this Agreement.

WHEREAS, the City is coordinating certain public improvements at, near, on or adjacent to the Owners property said improvements generally described as **DESCRIPTION OF THE PROJECT** (the "Project"); and

WHEREAS, as a result of the Project, certain physical restoration (the "Restoration") of the property at **SITUS ADDRESS** (the "Property") will be required as further described in **Exhibit A**, attached hereto and incorporated by reference herein; and

WHEREAS, the City and the Owner agree to the following with regard to the Restoration:

1. The City will pay to Owner the estimated cost of the Restoration, in an amount not to exceed ~~#####~~, to be used by the Owner to perform the Restoration on the Property.
2. The City shall have no ownership, maintenance or any other responsibility related to the Restoration.
3. The Owner agrees and understands that any Restoration performed or caused to be performed within any existing or proposed easement areas will be done at the risk of subsequent damage thereto or removal thereof without compensation therefore. In addition, the City may require removal, alteration or improvement by Owner should the City determine that any such Restoration compromises the integrity of the Project or the City's use of easements and there will be no further compensation from the City for the use of the easements.
4. Nothing in this Agreement is intended nor shall alter the City's rights related to the easements as outlined in the easement documents filed of record.
5. The Parties agree that the payment provided by the City for the Restoration within the existing and proposed easement areas on the Property will serve as consideration for the Owner's full satisfaction and release related to the same, and the Owner agrees to release and fully discharge the City, its employees, officers, agents and assigns from any and all liability, claims, demands, costs, charges and expenses incident to the Restoration's effect on the Property, now or in the future. In addition, the Owner hereby agrees not to assert any claim against the City, its employees, officers, agents or assigns in any court of law based upon the Restoration's effect on the Property, now or in the future.
6. The Owner acknowledges the payment hereunder by the City is in no way an admission of liability on the part of the City for any reason or purpose.

EXHIBIT A
TO
RESTORATION AGREEMENT

Owner(s)

Situs Address

The City agrees to pay the Owner the total sum of \$ _____, which is full compensation for the Restoration of the following:
