Project No.

Tract

**RETAINING WALL EASEMENT**

THIS AGREEMENT, made this day of , 20 , between , hereinafter the Grantor, and the CITY OF OVERLAND PARK, a municipal corporation in the County of Johnson, State of Kansas, hereinafter the Grantee.

WITNESSETH: That in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee forever a perpetual easement over, under and through the following described real estate for the purpose of constructing, using, replacing and maintaining a retaining wall, safety railing, and appurtenant work in any part of the easement, including the right to repair, replace and maintain the retaining wall, and for any reconstruction and future expansion of such facilities within the area of the easement together with the right of access to the easement and over the easement for those purposes, to wit:

**SEE ATTACHMENT ‘A’**

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

1. Grantee, its agents and employees, assigns and successors shall, as soon as practicable, after construction of the retaining wall and all subsequent alterations and repairs thereto, restore all property to the Grantor to as near the original condition as possible.

2. It is understood by the Grantor that the retaining wall constructed hereunder shall, in every respect be a public retaining wall and the Grantee shall have the right at all times to enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of the retaining wall. If the maintenance or repair does not, in Grantee’s sole discretion, involve a safety issue, Grantee will give Grantor two (2) days notice of the maintenance and repair.

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3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, its heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said retaining wall.

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 Register of Deeds, 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:

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3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, its heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said retaining wall.

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 Register of Deeds, 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:

Project No.

Tract

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, its heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said retaining wall.

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 Register of Deeds, 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: