City Project No. \_\_\_\_\_\_\_\_\_\_\_\_

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Tr. #\_\_\_

Parcel No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(LLC, Corporation, Partnership)

**PERMANENT WALL EASEMENT**

 THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called Grantor, and the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

 NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE

GRANT OF PERMANENT EASEMENT

 In consideration of One and No/100 Dollar ($1.00) in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to loss of trees, overhanging tree branches or landscaping within the easement area, receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair and maintain public retaining walls, including but not limited to wall straps and all appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT “A” ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO

RESTRICTED USE BY GRANTOR

 Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not allow or construct or permit to be constructed any structure, trees, or landscaping, or obstructions on, under, through or over the above described easement area or interfere with the construction, reconstruction, repair, maintenance, or operation of retaining walls and appurtenance constructed pursuant to this instrument.

SECTION THREE

WARRANTY OF TITLE

 Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FOUR

EFFECT OF AGREEMENT

 This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

 IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**GRANTOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of LLC, Corporation, Partnership)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address (if different from property address):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (entity name.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of notarial officer)

(Seal, if any)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (and Rank)

[My appointment expires: \_\_\_\_\_\_\_]

**GRANTEE:**

**CITY OF OLATHE, KANSAS**,

A Municipal Corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City Manager

ATTEST:

 (SEAL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Clerk

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_, by J. Michael Wilkes as City Manager of The City of Olathe, Kansas.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Seal) Notary Public

[My appointment expires: \_\_\_\_\_\_\_]