

PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, their heirs, successors and assigns, hereinafter known as Grantor(s), owner of real property herein described, do(es) hereby grant to the City of Lenexa, Johnson County, Kansas, a municipal corporation, hereinafter called Grantee, its successors and assigns, the following described permanent sidewalk easement for the sum of One Dollar (\$1.00) and/or other valuable consideration, the receipt of which is hereby acknowledged.

TO WIT:

See Attachment "A"

The above described permanent sidewalk easement is to be used to locate, construct, maintain, repair and use a perpetual right of way for public access and walkway, including all appurtenances thereto.

City is to have and to permanently hold the above described land for the uses and purposes hereinabove described.

The Grantor(s) agrees that it (they) will not construct, plant or cause to be placed within the limits of this said easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of this easement by the grantor(s), his representative or agent, the grantor(s) will in no way hold the City of Lenexa, Kansas or its assigns liable for any damage done thereto during any period of construction, maintenance or repair to the same drainage easement.

The rights granted herein shall not be construed to interfere with or restrict the Grantors and assigns from the use of the premises with respect to the construction and maintenance of improvements along or adjacent to 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 sidewalks.

Grantor(s), their heirs, successors and assigns, hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of said land for the purposes described herein.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties hereto and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.

TO THESE COVENANTS, the Grantor(s) does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands this _____ day of _____, 20__.

GRANTOR

Printed
Name:

Printed
Name:

ACKNOWLEDGMENT

STATE OF KANSAS)
) *ss.*
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for said County and State came _____, who is known to me to be the same person 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

My appointment Expires: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF JOHNSON) *ss.*

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for said County and State, came _____, who is known to me to be the same person 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

My appointment Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF JOHNSON) *ss.*

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, came _____, President of a corporation duly organized, and incorporated, who is known to me to be such officer and who is known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public

My Commission Expires: _____