

City Project No. _____
Project Name _____ Tr. # _____
Parcel No. _____
(Trust)

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, Made and entered into this _____ day of _____, 201__, by and between _____ and _____, Trustees of the _____, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 13.

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

**SECTION ONE
DEDICATION**

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable considerations, 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 access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as

indicated on the construction plan; receipt of which is hereby acknowledged, the Grantor does hereby grant, convey and dedicate to the Grantee, for public use forever, with the right to ingress and egress hereto, the following described property to be used for public street, sidewalks, traffic storm drainage, utility and/or public purposes:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

Grantor does hereby covenant and promise to the Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

SECTION TWO
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to convey the property described herein.

SECTION THREE
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:

(Trust Name)

By: _____
Printed Name: _____

By: _____
Printed Name: _____
Street Address: _____
City, State & Zip: _____

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
J. Michael Wilkes, City Manager

ATTEST:

Donald T. Howell, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 201__, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____ and _____, as Trustees of the _____, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **J. MICHAEL WILKES**, City Manager of the City of Olathe, Kansas, and **DONALD T. HOWELL**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:
