

CITY OF PRAIRIE VILLAGE

PAYMENT AUTHORIZATION FORM

For Accounting Use Only

Date

Vendor#

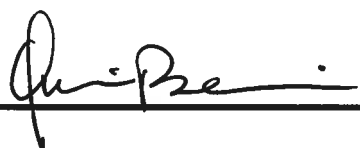
Document#

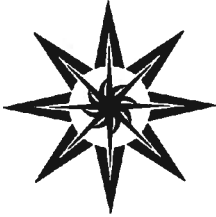
Make Payment To:	
Name:	PV Retail Partners
Address:	Attn LegaC Properties
City/St/Zip:	3955 W 83rd Street Prairie Village, Kansas 66208

	Revenue Refund
	Travel Expense
	Payroll Liab.
	Petty Cash
	Debt Serv.
	Misc. Expd.
	General Ledger

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
A. 24-25-56-6040-006		
	PV CID City Request	\$120.00
C.	# 2	
	REWARDING FEES	
E.		
F.		
G.		
H.		
I.		

TOTAL \$120.00

Authorized Signature:  8/12/13



MEMO: CID Reimbursement

Date: August 12, 2013

Prairie Village ROW Maintenance Agreement for Mission Lane

As part of the Prairie Village CID agreement the developer was to vacate the entire length of Mission Lane. However, two of the adjacent property owners on the northern section did not agree to the vacation of the ROW. The City accepted a ROW Maintenance Agreement in lieu of the vacation for the northern portion of the road. The City filed the ROW Maintenance Agreement and the fee to file was \$120.

ATTACHMENTS

Copies of the County Receipts for Payment and with the Book and Page number for the document.

PREPARED BY

Dennis J. Enslinger
Assistant City Administrator
Date: August 12, 2013

RIGHT-OF-WAY MAINTENANCE AGREEMENT

20130618-0007150 06/18/2013
P 1 of 9 F: \$40.00 08:21:44 AM
Register of Deeds T20130045255
JO CO KS BK:201306 PG:007150

RIGHT-OF-WAY MAINTENANCE AGREEMENT

20130618-0007148 06/18/2013
P 1 of 9 F: \$40.00 08:21:44 AM
Register of Deeds T20130045255
JO CO KS BK:201306 PG:007148

RIGHT-OF-WAY MAINTENANCE AGREEMENT

20130618-0007150 06/18/2013
P 1 of 9 F: \$40.00 08:21:44 AM
Register of Deeds T20130045255
JO CO KS BK:201306 PG:007150

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT (THIS "AGREEMENT"), executed as of the date of the last execution by the parties hereto, by and between the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas ("City"), and **PV RETAIL PARTNERS, LLC**, a Kansas limited liability company, its successors and assigns ("**Developer**," together with the City, the "**Parties**").

WITNESSETH:

WHEREAS, the Developer is owner of the real property commonly known as the Prairie Village Shopping Center, located at the northwest corner of 71st and Mission Road, Prairie Village, Kansas (the "**Shopping Center**"), which consists of Lots 1 and 2 and Tract A of the plat recorded at Book ____ at Page ____ in the Office of the Register of Deeds of Johnson County, Kansas (the "**Plat**"), as legally described and depicted on Exhibit A attached hereto;

WHEREAS, through recordation of the Plat, the City has vacated that portion of Mission Lane that runs through the Shopping Center, specifically that portion of Mission Lane from its intersection with Mission Road to its intersection with Prairie Lane (the "**Tract A**");

WHEREAS, a portion of Prairie Lane runs along the Shopping Center's northern boundary, specifically that portion of Prairie Lane from its intersection with Tomahawk Lane to its intersection with Mission Lane (the "**Prairie Lane Right-of-Way**"), as legally described and depicted as set forth on Exhibit B attached hereto;

WHEREAS, a portion of Mission Lane runs north from the Shopping Center's northern boundary to Tomahawk Lane (the "**Mission Lane Right-of-Way**"), as legally described and depicted as set forth on Exhibit C attached hereto (together the Prairie Lane Right-of-Way and Mission Lane Right-of-Way are referred to herein as the "**Right-of-Way**"); and

WHEREAS, subject to the terms and conditions set forth herein, the Parties wish to obligate the Developer to maintain the Right-of-Way and for the Developer to have the right to improve the Right-of-Way from time to time pursuant to site plans and construction drawings approved by the City.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The recitals above are hereby incorporated herein and made a material part hereof.
2. The City grants the Developer the right to improve the Right-of-Way, consistent with the use of the Right-of-Way for vehicular and pedestrian public access and for utility easements, subject to Developer obtaining any City approval of all required site plans, construction drawings, and permits.