

## RELEASE OF AGREEMENT

THIS RELEASE OF AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the **City of Overland Park, Kansas**, a municipal corporation (the “City”) and the **Overland Park Heritage Foundation**, a Kansas not for profit corporation, f/k/a the Overland Park 2000 Foundation (the “Foundation”). The City or the Foundation may be referred to individually as the “Party” or collectively as the “Parties.”

WHEREAS, the City and the Foundation entered into an agreement, dated April 20, 1998 and recorded with the Johnson County Records and Tax Administration Office, Johnson County, Kansas (the “RTA”) in Book 5579 at Page 896 (the “1998 Agreement”) which sets forth certain rights and obligations of the parties thereto concerning certain real properties located in Overland Park, Johnson County, Kansas, including the William B. Strang Car Barn property (the “Car Barn Property”) and the old Stanley Bank building (the “Stanley Bank”); and

WHEREAS, Exhibit A, attached hereto and incorporated herein by reference, sets forth the legal description of the Car Barn Property; and

WHEREAS, the Foundation has repaid the loan from the City under the 1998 Agreement with respect to both the Car Barn Property and the Stanley Bank, which satisfied many of the Foundation’s requirements under the 1998 Agreement; and

WHEREAS, after the Foundation executed and filed a Restrictive Use Covenant to preserve the remaining requirements under the 1998 Agreement with respect to the Stanley Bank, the City issued a Partial Release of Agreement, which released the Stanley Bank from the 1998 Agreement; and

WHEREAS, the Foundation now proposes to execute and file a similar Restrictive Use Covenant to preserve the remaining requirements under the 1998 Agreement with respect to the Car Barn Property; and

WHEREAS, the City and the Foundation therefore agree that the Car Barn Property should no longer be subject to the obligations and restrictions of the 1998 Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. Release. The Foundation and the Foundation's Car Barn Property, identified in Exhibit A attached hereto and incorporated by reference, are hereby released from the 1998 Agreement recorded with the RTA in Book 5579 at Page 896.

2. Simultaneous Execution. Simultaneously, and as a condition of the execution of this Release of Agreement, the Foundation shall execute and file a Restricted Use Covenant, to be recorded with the RTA, providing for the use of the Car Barn Property for limited historical display purposes.

3. Recordation. This Release of Agreement shall be recorded with the RTA.

4. Miscellaneous. This Release of Agreement shall be construed and interpreted pursuant to the laws of the State of Kansas and contains the entire agreement of the Parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Release of Agreement on the day and year first above written.

**CITY:**

City of Overland Park, Kansas  
a municipal corporation

By: \_\_\_\_\_  
Carl Gerlach, Mayor

**FOUNDATION:**

Overland Park Heritage Foundation,  
a Kansas not for profit corporation, f/k/a Overland  
Park 2000 Foundation

By: \_\_\_\_\_  
Ben Craig, President

**ATTEST:**

\_\_\_\_\_  
Marian Cook, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephen B. Horner  
Senior Assistant City Attorney

MUNICIPAL CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  )  
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 Carl Gerlach, Mayor of the City of Overland Park, Kansas, a municipal corporation, who is personally known to me to be the same person who executed the foregoing instrument on behalf of said City, and acknowledged the execution of the same to be the act and deed of the City.

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 \_\_\_\_\_    )  
  ) ss.  
COUNTY OF \_\_\_\_\_    )

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 Ben Craig, President of the Overland Park Heritage Foundation, a Kansas not for profit corporation, f/k/a the Overland Park 2000 Foundation, who is personally known to me to be the same person who executed as such officer the foregoing instrument on behalf of said company, and acknowledged the execution of the 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

My appointment expires:  
\_\_\_\_\_