

**Exhibit F**  
**DRAFT DRAINAGE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Overland Park, Kansas (the "City") and Gregory and GERALYNN Barner, (the "Owners").

WHEREAS, the Owners wish to develop a residential lot at 14200 Larsen Street, legally known as Lot 45, Eagle Point, hereafter referred to as "Lot 45".

WHEREAS, surface drainage from undeveloped land (hereafter referred to as "Bluejacket Properties LP land") located west of Lot 45 is currently draining onto Lot 45.

WHEREAS, the subdivision grading plan for the Eagle Point subdivision did not include adequate provisions for conveyance of surface drainage onto Lot 45 from the Bluejacket Properties LP land.

WHEREAS, the property owner proposes to do additional work to complete the construction of temporary measures to redirect surface flows to an acceptable discharge location as a means of resolution to satisfy the City's requirement that stormwater runoff issues currently impacting Lot 45 and Lot 46 of the Eagle Point development be mitigated.

WHEREAS, such temporary measures are proposed to consist of a drainage swale on the Bluejacket Properties LP land.

WHEREAS, permanent measures to convey drainage from the Bluejacket Properties LP land shall be constructed by others at a later undetermined date upon development of that property.

WHEREAS, no City drainage easements have been provided for the swale on the Bluejacket Properties LP land, nor is it the City's responsibility to maintain drainage swales on private property.

WHEREAS, in an effort to facilitate storm drainage flows to the public system, the City is willing to accept the Owners method of resolution by having installed a drainage swale across the Bluejacket Properties LP land in the area shown on Exhibit D, attached hereto and incorporated herein by reference.

NOW THEREFORE, the City and the Owners agree as follows:

1. The City will provide an amount, not to exceed \$1,500., or 50% of the cost of completing the work specified in this Agreement, whichever is less, to be used by the Owners to have installed a drainage swale extending the existing north terminus of Swale Section L-L on the Bluejacket Properties LP land northward approximately 60 feet as shown on Exhibit D. Said swale shall be constructed to the approved cross-section dimensions and to the lines and grades necessary to adequately convey the surface runoff to be determined when both parties choose to execute this agreement. The Owner shall be responsible for providing construction staking

adequate to determine conformance with the approved cross section dimensions and grades. The City's payment of these funds shall be the Owners' consideration for entering into this Agreement. The Owner's agreement to complete the work provided for in this Agreement, and the Owner's waivers and releases contained herein shall be the City's consideration for entering into this Agreement.

2. It is fully understood by the parties that the City's financial participation is a one-time only contribution and that by allocating this money, the City is in no way accepting past, present or on-going responsibility or maintenance of the drainage swale.
3. It is understood that the City is relying upon the presumption that the existing cross section of swale section L-L as illustrated on the approved grading plan for Eagle Point subdivision is adequate to convey surface flows and the City has no opinion as to the sufficiency of the design to achieve the desired results.
4. The Owners agree and acknowledge that the City has no legal responsibility to aid in this installation and is doing so strictly as a one-time accommodation to Owners/Builders as consideration for entering into this Agreement.
5. The Owners are fully responsible for obtaining necessary temporary construction easements or other permission or agreement with the owner of the Bluejacket Properties LP land related to construction of the drainage swale.
6. The City is not responsible for maintenance of the drainage swale, nor liable for damages caused to downstream property owners that may be caused by a failure to maintain the drainage swale, and Owners agree to indemnify and hold the City harmless for any claims related to
7. The money allocated by the City shall be paid directly to Owners who shall contract privately for construction of the drainage swale.
8. Payment will be made by the City to the Owners or their designated representative after completion of the work, and final inspection of the swale by City staff OR acceptance by the City of a sealed certification of the same by a licensed professional engineer in the State of Kansas and upon receipt of a final invoice confirming the as-constructed cost of the drainage swale.
9. It is agreed by the Owners that acceptance of the funds provided by the City for installation of the drainage swale will serve as Owner's full and complete satisfaction with regard to drainage conditions on Lot 45, and serve as a release of the City from all claims of responsibility for (the same, and a waiver and release of any present or future objections to the same.
10. The Owners agree to defend, indemnify and hold the City, its governing body and employees, harmless from; any and all damage, loss or liability of any kind associated with Lot 45, arising out of this Agreement; and for the City's financial participation in the drainage swale; and for the Owner's construction of the drainage swale provided for in this Agreement; and for the Owners failure to do necessary maintenance of the work done pursuant to this Agreement.
11. This agreement shall be filed of record with the Johnson County Office of Records

and Tax Administration and shall bind all successors in interest to the Property.

This Agreement is made and entered into on the date above mentioned.

City of Overland Park

Approved as to form:

\_\_\_\_\_  
Bill Ebel, P.E.  
Director of Planning and Development Services

\_\_\_\_\_  
Bart Budetti  
Senior Assistant City Attorney

Owners

\_\_\_\_\_  
Gregory Barner

\_\_\_\_\_  
Geraldynn Barner

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, That on this \_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public in and for said County and State, came Gregory Barner, who is personally known to me to be the same person who executed the foregoing on his own behalf and he acknowledge that he executed the same as his free act and deed.

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:

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, That on this \_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public in and for said County and State, came Geralynn Barner who is personally known to me to be the same person who executed the foregoing on her own behalf and she acknowledge that she executed the same as her free act and deed.

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: