## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That this Permanent Drainage Easement, made and entered into this \_\_\_\_\_\_ day of \_, 20\_\_\_\_, by and between \_\_\_\_\_\_

("Grantor"), owner of the Easement Property (defined below), and the CITY OF OVERLAND PARK, KANSAS, a Kansas municipal corporation ("Grantee"), with an address of 8500 Santa Fe Drive, Overland Park, KS 66212.

WITNESSETH: That in consideration of the sum of <u>Ten</u> Dollars (\$10.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, and of the benefits to be derived from the construction and maintenance of a storm drainage facility in that certain real property more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"), Grantor does hereby convey to Grantee forever a perpetual easement over, under and through the Easement Property for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility tributary connections and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility within the Easement Property, together with the right of access to the Easement Property and over the Easement Property for those purposes.

THIS PERMANENT DRAINAGE EASEMENT is executed, delivered granted upon the following conditions, to wit:

- 1. Grantor, his/her/its heirs, executors, administrators, successors and assigns, hereby releases Grantee, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of the drainage facility, provided Grantee, its agents and employees, assigns and successors shall, as soon as practicable, after construction of the drainage facility and all subsequent alterations and repairs thereto, restore all property of Grantor to a neat and presentable condition.
- 2. It is understood by Grantor that the drainage facility constructed hereunder shall, in every respect be a public drainage facility as if laid in one of the dedicated streets of the CITY OF OVERLAND PARK, KANSAS, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the drainage facility were in a public street; and the CITY OF OVERLAND PARK, KANSAS, or any abutting property owners, upon permit from Grantee, shall have the right at all times to enter upon the Property for the purpose of making any necessary repairs to or renewals for replacements of the drainage facility.

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3. The rights granted herein shall not be construed to interfere with or restrict Grantor, his/her/its heirs, executors, administrators, successors and assigns from the use of the Property with respect to the construction and maintenance of property improvements along and over the Property so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said drainage facility.

This Permanent Drainage Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property. It shall be filed of record with the Register of Deeds, Johnson County, Kansas.

Signature

Signature

Printed Name

Printed Name

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF		)
		) SS.
COUNTY OF	=	)

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

who is/are personally known to me to be the same person(s) 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.

My Appointment Expires

Notary Public

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Rev. 1-08-16

3. The rights granted herein shall not be construed to interfere with or restrict Grantor, his/her/its heirs, executors, administrators, successors and assigns from the use of the Property with respect to the construction and maintenance of property improvements along and over the Property so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said drainage facility.

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Signature

Signature

Printed Name

Printed Name

# LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_\_) SS. COUNTY OF \_\_\_\_\_\_)

BE IT REMEMBERED, That on this	day of	, 20,	befo	re m	e, the
undersigned, a Notary Public in and fo	r the County and St	ate aforesaid, came			
			(name/s	s), memb	per(s) of
		(name )	of comp	oany), a	Limited
Liability Company duly formed under the	he provisions of the		(state)	Limited	Liability
Company Act, who is/are personally k	nown to me to be the	e such member(s) a	nd who	is/are pe	ersonally
known to me to be the same person(s	) who executed as a	such member(s) the	foregoir	ng instru	iment on
behalf of said company, and such pe	rson(s) duly acknow	ledged the execution	on of sai	me to be	e 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.

My Appointment Expires

Notary Public

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3. The rights granted herein shall not be construed to interfere with or restrict Grantor, his/her/its heirs, executors, administrators, successors and assigns from the use of the Property with respect to the construction and maintenance of property improvements along and over the Property so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said drainage facility.

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Signature	Signature
Printed Name	Printed Name
CORPORATE ACKNO	WLEDGEMENT
STATE OF)	
STATE OF) ) SS. COUNTY OF)	
BE IT REMEMBERED, That on this day of undersigned, a Notary Public in and for the County and	, 20, before me, the State aforesaid, came President of
	, a corporation duly organized,
incorporated and existing under and by virtue of the law and	s of the State of
who are personally known to me to be the such officers same persons who executed as such officers the within such persons duly acknowledged the execution of Corporation.	and who are personally known to me to be the instrument on behalf of said Corporation, and
IN WITNESS WHEREOF, I have hereunto subscribed	my name and affixed my official seal the day

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

My Appointment Expires

Notary Public

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Rev. 1-08-16