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 Ten 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.
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

__________________________________________
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

Printed Name

LIMITED LIABILITY COMPANY 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 ____________________________, member(s) of _______________ (name/s), member(s) of _______________ (name of company), a Limited Liability Company duly formed under the provisions of the _______________ (state) Limited Liability Company Act, who is/are personally known to me to be the such member(s) and who is/are personally known to me to be the same person(s) who executed as such member(s) the foregoing instrument on behalf of said company, and such person(s) duly acknowledged the execution of 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.

My Appointment Expires

Notary Public

________________________
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

CORPORATE ACKNOWLEDGEMENT

STATE OF ____________ )
COUNTY OF ____________ ) SS.

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 ________________影 Layer of ________________, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of ____________, and ________________, Secretary of said Corporation, who are personally known to me to be the such officers and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

______________________________