

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE OR IN THE MARGINS.

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.

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Rev. 1-08-16

