PERMANENT MAINTENANCE ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That this Easement, made and entered into the _______ day of ____________, 20______ by ___________________ (“Grantor”), owner of property herein described, for the benefit of 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 maintenance of reconstruction of an adjacent storm drainage facility, Grantor does convey to Grantee forever a perpetual easement for the purpose of obtaining access to a culvert, storm sewer, drainage ditch, or other drainage facility located in a separately dedicated drainage, storm sewer, or utility easement over and through the following described real property, to wit:

SEE EXHIBIT ‘A’ (the “Easement Property”)

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions:

1. Grantor(s), 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 of Grantor resulting from this conveyance, and construction maintenance of the drainage facility, provided that Grantee, his/her/its agents and employees, assigns and successors shall, as soon as practical, after maintenance or reconstruction of the drainage facility, restore all property of the Grantor(s) to a neat and presentable condition.

2. It is understood by Grantor(s) that Grantee, or any property owners abutting the drainage facility accessed by this easement, upon permit from Grantee herein, shall have the right at all times to use the Easement Property for the purpose of making any necessary repairs to or renewals or replacements of the drainage facility.

3. The rights granted herein shall not be construed to interfere with or restrict Grantor(s), his/her/its heirs, executors, administrators, successors and assigns from the use of the Easement Property with respect to the construction and maintenance of property improvements along and over the Easement Property herein described so long as the same are so constructed as not to impair the rights of Grantee granted herein.
This Easement shall run with the land and apply to all interests now owned or hereinafter acquired to
the Easement 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 ____________ )
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 ___________________________,
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
This Easement shall run with the land and apply to all interests now owned or hereinafter acquired to the Easement Property. It shall be filed of record with the Register of Deeds, Johnson County, Kansas.

_________________________  __________________________
Signature                  Signature

_________________________  __________________________
Printed Name               Printed Name

LIMITED LIABILITY COMPANY 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 ___________________________ (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 

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This Easement shall run with the land and apply to all interests now owned or hereinafter acquired to the Easement 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 _________ )
 ) 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 ______________, President 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

Rev. 7-12-16

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