Project No.

Tract No.

**PERMANENT DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That this Easement, made and entered into this day of , 20 , by and between the CITY OF OVERLAND PARK, KANSAS, a Kansas municipal corporation ("Grantor"),and ,

("Grantee"), with an address of .

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 the following described real property, Grantor does convey to Grantee forever a perpetual easement (the "Easement") over, under and through the following described real property for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility and appurtenant work in any part of the easement, including the right to clean, repair, replace and care for the drainage facilities, and for any reconstruction and future expansion of such improvements within the area of the easement, together with the right of access to the easement and over the easement for those purposes to wit:

**SEE EXHIBIT ‘A’ (the "Easement Property")**

THIS EASEMENT is executed and delivered and said Easement is subject to the following terms and agreements, to wit:

1. Grantee hereby agrees to restore the Easement Property to a neat and presentable condition after any use of the Easement.

2. Grantor may fully cultivate, use and enjoy the Easement Property, provided that such use shall not interfere with or jeopardize the installation, maintenance or operation of Grantee authorized by the terms of this Easement.

3. Grantee shall promptly protect, relocate, remove, or adjust its facilities located within the Easement Property if such actions are requested by Grantor for any public improvement or public project. Such relocation or adjustment shall be performed by Grantee at its sole expense, without expense to Grantor, its employees, agents or authorized contractors.

4. Grantee shall defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorneys’ fees, resulting from any injury to persons or property or from loss of life sustained by any person arising from Grantee’s use of the Easement herein granted.

DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE.

REMOVE THIS BOX PRIOR TO PRINTING.

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

REMOVE THIS BOX PRIOR TO PRINTING.

This Easement shall be filed of record with the Register of Deeds, Johnson County, Kansas and shall inure to and bind the heirs, executors, administrators, successors and assigns of the parties, and shall constitute a covenant running with the land.

CITY OF OVERLAND PARK ACCEPTED BY GRANTEE:

Mayor Signature

Printed Name

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney for the City

**MUNICIPAL CORPORATE ACKNOWLEDGEMENT**

STATE OF KANSAS )

) SS.

COUNTY OF JOHNSON)

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Mayor of the City of Overland Park, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and \_\_\_\_\_\_\_\_\_\_\_\_\_, City Clerk of said municipal corporation, who are personally known to me to be the same persons who executed as such officials the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

Notary Public

(Notary Stamp Below)