Project No.

Tract No.

**PERMANENT DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That this Permanent Drainage Easement is made and entered into this day of , 20 , by the **CITY OF OVERLAND PARK**, **KANSAS**, a Kansas municipal corporation (“**Grantor**”), and the **CITY OF OVERLAND PARK, KANSAS**, a 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 considerations, receipt and sufficiency of which is hereby acknowledged, Grantor does convey to Grantee, its successors and assigns, forever a perpetual easement, over, under and through the certain real property more particularly described in **Attachment A** attached hereto and incorporated herein (**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 in any part of the easement, 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 for those purposes in the following described real property:

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

THIS EASEMENT is executed, delivered, and 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 the 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 replacement of the drainage facility.

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

REMOVE THIS BOX PRIOR TO PRINTING.

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 Easement Property with respect to the construction and maintenance of property improvements along and over the Easement 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.

ATTEST: CITY OF OVERLAND PARK

City Clerk *Mayor/City Manager/Department Director*

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 (name) , (title) of the City of Overland Park, Kansas, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and \_\_(name)\_\_\_\_\_\_\_\_\_\_\_\_\_, 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)