

City Project No. _____
Parcel No. _____
(LLC, Corporation, Partnership)

PERMANENT WATER QUALITY & QUANTITY DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 201__, by and between _____, a _____, hereinafter called Grantor, and the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent water quality and quantity drainage easement with reasonable rights to ingress and egress in, on, over, under and through the following described real estate, for the purpose of ensuring compliance with all applicable water quality and quantity requirements prescribed in Chapter 17 of the Olathe Municipal Code by laying, constructing, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement, including the right to clean, repair, replace and care for said drainage facilities, together with the right of access in, on, over, under and through said easement for said purposes, except as otherwise provided herein. Said easement is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the drainage line and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantor in accordance with the requirements of the Olathe Municipal Code.

SECTION THREE
ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install an additional sewer and/or drainage line or replace said line with a larger line in the above-described easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for the purchase of said right.

Grantee and its employees and agents shall at all times have free access to the drainage easement, using such reasonable route as Grantor may designate or approve, to ensure that all water quality and quantity features and stormwater detention facilities constructed within the easement area are maintained in accordance with the Olathe Municipal Code.

SECTION FOUR
CONDITIONS

Grantor shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, fence or obstruction on or over or interfering with the construction, maintenance, or operation of any sewer and/or drainage facility or appurtenance constructed pursuant to this instrument. Grantor further agrees that it will not change the grade of the area within the Permanent Easement without approval of the City. Notwithstanding the foregoing, Grantor shall maintain all structures, plantings, natural features, or other physical elements that are designed and constructed to prevent or reduce stormwater pollution or to control stormwater runoff volume and discharges within the above-described easement.

SECTION FIVE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION SIX
RESTORATION OF SURFACE

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of said drainage facility and all subsequent alterations and repairs thereto, restore the property to as near as possible to the conditions set out in the project plans and specifications.

SECTION SEVEN
EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

(Name of LLC, Corporation, Partnership)

By: _____
Printed Name: _____
Title: _____
Street Address: _____
City, State & Zip: _____

GRANTEE:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: _____
J. Michael Wilkes, City Manager

ATTEST:

Donald T. Howell, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title) of _____, a _____, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **J. MICHAEL WILKES**, City Manager of the City of Olathe, Kansas, and **DONALD T. HOWELL**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:
