

## PERMANENT PRIVATE DRAINAGE EASEMENT

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_,  
hereinafter referred to as Landowner; and THE CITY OF TOPEKA, a municipal corporation,  
hereinafter referred to as City.

WITNESSETH, That Landowner in consideration of One Dollar and no/100 (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City, a Permanent Private Drainage Easement over and through the following described real estate in the City of Topeka, County of Shawnee, and State of Kansas, to-wit:

*(Signature, date and seal of a Registered Land Surveyor certifies that the following real property legal description is an original description and has been prepared by or under the direct supervision of subscribed Registered Land Surveyor.)*

(insert legal description and sign and seal)

All maintenance of the drainage conveyance system located within the private drainage easement shall be the right, duty and responsibility of the property owner(s) of the property in which the easement is so located, however, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the director of the department of utilities or designee, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and borne upon, said property owner(s). Officials representing the department of utilities shall have the right to enter upon the easement for purposes of periodic inspection and/or corrective maintenance.

Should one or more of the Landowners be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence, homestead, or principal business or falls within the footprint of the principal business of such Landowners. Should one or more of the Landowners be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that entity has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

This Permanent Private Drainage Easement shall run with the land and be binding upon the grantees, lessees, successors, and assigns of the parties hereto, unless terminated by the abandonment of the Stream Buffer Easement by the City.

IN WITNESS WHEREOF, Landowner has hereunto set its hand the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF KANSAS, COUNTY OF SHAWNEE, 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 \_\_\_\_\_ personally known to me to be the same person \_\_\_ who executed the within instrument of writing, and such person \_\_\_ duly acknowledged the execution of the same.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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