

## PERMANENT STREAM BUFFER 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 Stream Buffer 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)

Stream Buffer Easement (SBE): Stream buffer easements are hereby established as shown to enhance and protect the integrity of the stream and provide for the natural unobstructed overland flow of surface water to and in existing drainage ways.

The following practices and activities are prohibited within the SBE, except with written approval by the Utilities Director or designee.

- (1) Clearing of existing vegetation; other than trimming or cutting overgrown vegetation, removing dead vegetation or replacing vegetation.
- (2) Grading, stripping, or other soil disturbing practices.
- (3) Filling or dumping.
- (4) Draining the buffer area by ditching, underdrains, or other systems.
- (5) Use, storage, or application of pesticides or other noxious chemicals
- (6) Housing, grazing, or other maintenance of livestock.
- (7) Storage or operation of motorized vehicles, except for maintenance and emergency use.
- (8) Placement of permanent or semi-permanent obstructions in said easement.

All maintenance permitted within the SBE 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 utilities director or designee, corrective maintenance may be performed by the city 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.

WATERWAY BUFFERS						
	STREAMSIDE AREA			OUTER AREA		
	TYPE I	TYPE II	TYPE III	TYPE I	TYPE II	TYPE III
Width	50 feet	25 feet	15 feet	50 feet	25 feet	15 feet
Vegetation	Native Vegetation			Native Vegetation or Managed lawn (Type II or III)		
Uses	Flood control, utility corridors			Biking/hiking paths, flood control, detention/retention structure, utility corridors, stormwater BMP's, residential yards, landscape areas.		
	Foot paths, road crossings					
Function	Protect the physical and ecological integrity of the stream ecosystem			Protect key components of the stream and filter and slow velocity of water runoff		

Together with the right of entering on said premises for the purpose of constructing, reconstructing, inspecting, repairing and doing such things as are necessary to use and maintain same forever.

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 Stream Buffer 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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Easement No. \_\_\_\_\_

For Project No. \_\_\_\_\_

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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Easement No. \_\_\_\_\_

For Project No. \_\_\_\_\_

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 \_\_\_\_\_, \_\_\_\_\_ President of \_\_\_\_\_, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of \_\_\_\_\_, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY 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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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 \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, L.L.C., who is 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 on behalf of said Limited Liability Company.

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:

Easement No. \_\_\_\_\_

For Project No. \_\_\_\_\_