

**CITY OF TOPEKA CONTRACT NO. \_\_\_\_\_**

**DRAINAGE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Topeka, a duly organized municipal corporation, hereinafter referred to as “City,” [insert name of property owner/developer], hereinafter referred to as “Developer,” and [insert name of adjacent property owner], hereinafter referred to as “Adjacent Property Owner.”

WHEREAS, Title 13 of the Topeka Municipal Code (TMC) requires surface ground water to be drained to City streets or storm sewers in order to protect adjacent property owners; and

WHEREAS, Developer is the owner of property who is desirous of developing its property in a manner in which the drainage pattern will be altered; and

WHEREAS, Developer, in developing its property, will suffer great expense and hardship in order to comply with the TMC; and

WHEREAS, Adjacent Property Owner is the owner of property that is adjacent to Developer and is amenable to allowing Developer to install and maintain storm water conveyance improvements on Adjacent Property Owner’s property that will receive surface ground water from Developer’s property.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Permission. Adjacent Property Owner authorizes Developer to discharge surface and ground water from Developer’s property described as follows: [insert legal description of Developer’s property] onto Adjacent Property Owner’s property described as follows: [insert legal description of property of Adjacent Property Owner].

2. Damage to Adjacent Property Owner. In the event of any damage to Adjacent Property Owner's property, Developer agrees to remedy the damage in a timely manner, at Developer's sole expense. The parties agree that Developer is solely responsible for any and all physical, environmental and cosmetic damage that the Adjacent Property Owner's property may suffer arising out of this Agreement.

3. Indemnification. Developer, its heirs, successors and assigns will indemnify, save and hold City harmless from any and all liability of the City to Adjacent Property Owner arising out of this Agreement, and likewise agrees to indemnify, save and hold Adjacent Property Owner, its heirs, successors and assigns harmless from any and all liability of Adjacent Property Owner to the City arising out of this Agreement.

4. Run with the Land. This Agreement shall run with the land and shall be binding upon any and all persons having interest, title, and/or the right of possession of the properties described herein.

5. Execution in Counterparts. This Agreement may be signed by faxed or electronic signature, which shall be deemed to be an original signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

6. Recording. This Agreement shall be filed by the Developer with the Register of Deeds Office, Shawnee County within 10 days from the date on Page 1 of this Agreement.

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

CITY OF TOPEKA, KANSAS

ATTEST:

\_\_\_\_\_  
Brent Trout, City Manager

\_\_\_\_\_  
Brenda Younger, City Clerk

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Adjacent Property Owner

\_\_\_\_\_  
Print Name and Title





