

KDOT Project No.

**PERMANENT PUBLIC
IMPROVEMENT
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, an easement for Stormwater Management 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)

Stormwater Management Easements (SME) are hereby established as described to provide for the management of storm water including, but not limited to, detention, retention, storage and treatment of storm water. Landowners and their assigns and successors (Landowners) agree to install, construct, reconstruct, replace, enlarge, repair, operate and provide perpetual maintenance of pipe, flume, ditch, swale, vegetative areas or mechanical devices for storm water conveyance and/or treatment, or any improvements in the SME for the drainage and/or treatment of said storm water. No change to the grade, topography or storm water management structures and improvements in the SME shall be made without the prior written approval of the City of Topeka, Kansas Public Works Director or designee.

Landowners shall not place or permit any permanent, semi-permanent or temporary obstruction in said SME including, but not limited to, trees, shrubs, vegetation, rocks, fences, retaining walls, landscaping, structures, buildings or other obstructions that interfere with or obstruct designed water flow and/or treatment process in an engineered channel, conduit, structure or area, nor shall Landowners obstruct, prevent or otherwise hinder ingress, egress or operation of maintenance vehicles, equipment and personnel. Upon receiving written permission from the Public Works Director or designee, Landowners may construct at their own peril other limited improvements and/or landscaping within the SME which do not and will not interfere with the function of the storm water management system. Any obstructions or improvements in the SME, permitted or not permitted, may be removed by the City of Topeka, Kansas Public Works Department or its Contractor to provide for designed water flow and/or treatment process of the storm water management system. Cost of removal, damage and any repair or replacement shall be the responsibility of the Landowner.

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All maintenance and repairs within the SME shall be the right, duty and responsibility of the Landowners of the property on which the SME is located. However, if designed water flow and/or treatment processes are impeded by neglected maintenance, system failure or are subject to other unusual circumstances causing a hazard or threat to public safety, as determined by the Public Works Director or designee, emergency or corrective maintenance may be performed by the Public Works Department or its Contractor with costs charged to said Landowners. Unpaid costs shall be assessed to and imposed as a lien on the land. The Public Works Director or designee, including Contractors shall have the right to enter upon the SME for purposes of periodic or special 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 Public Improvement 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 Public Improvement 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. _____

KDOT 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: _____