

CONVEYANCE of EASEMENT FOR BMPs

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, hereinafter called **GRANTOR**, and as used herein, the term "**GRANTOR**" shall include any and all heirs, successors, or assigns of the **GRANTOR**, and all subsequent owners of the Property, for and in consideration of one dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does hereby grant, remise, release and forever quitclaim unto KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, hereinafter called **GRANTEE**, an easement for the location, construction, reconstruction, maintenance, preservation, operation and repair of Best Management Practices (**BMPs**) for treatment of storm drainage runoff and any and all improvements and appurtenances incidental thereto in, under, upon, over and through the following-described tract of land lying, being and situated in Kansas City _____, County, Missouri, to-wit:

INSERT LEGAL DESCRIPTION

THIS DEED OF EASEMENT is executed and delivered and said easement is granted upon the following conditions:

1. **GRANTOR** may fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the operation of or the good working condition of the BMPs of the **GRANTOR** authorized by the terms of this easement, and;
2. The **GRANTOR** hereby agrees to be responsible for maintenance, repair and restoration, if necessary, of the BMPs, grades, contouring and slopes within the easement, keep the easement open and free of silt, keep the BMPs in good working condition or repair, if necessary, maintain the vegetation, soil amendments and the grades pursuant to the approved plan on file in the office of the Director of KC Water, identified as File No. _____, and obtain all necessary improvement or repair permits prior to performing any work to restore the land within the easement to as near the original condition after any use of the easement, which intermittently disturbs the approved grades, subject to any and all permits and enforcement provisions allowed by Code of Ordinance of Kansas City, Missouri, and;

3. **GRANTOR** hereby agrees that **GRANTEE** is granted the right, but is not obligated, to enter upon the easement to maintain the BMPs and appurtenances if **GRANTOR** fails to maintain same. **GRANTEE** may (a) charge the costs for such maintenance against the **GRANTOR** of the easement; and (b) assess a lien against all of the property owned by **GRANTOR** and personally against **Grantor** for the unpaid cost of such maintenance or repair. Unless necessitated by a threat of life and/or safety, **GRANTEE** shall notify the **GRANTOR** and/or the then-current owner of the easement not less than ten (10) days before it begins maintenance of the easement.
4. **GRANTOR** shall promptly protect, relocate, remove or adjust its facilities located with this easement if such actions are required by the **GRANTEE** for any public improvement or public project and such requirement does not impact or alter any BMPs or appurtenance existing in accordance with the Approved Plan. Such relocation or adjustment shall be performed by the **GRANTOR** at its sole expense, without expense to the **GRANTEE**, its employees, agents or authorized contractors.
5. **GRANTOR** shall defend and hold **GRANTEE** harmless from and against any and all claims and damages, including reasonable attorney's fees, resulting from any injury to persons or property or from loss of life sustained by any person arising from **GRANTOR'S** use of the easement herein granted.
6. The covenants, terms, conditions, and restrictions of this Conveyance of Easement for BMPs shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

By the granting of this easement, it shall not be construed to prohibit the **GRANTOR** from developing any adjoining property or from the laying out, establishing and constructing underground storm drainage improvements along, upon, under, over, or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings and any other structures or obstruction, which will interfere with a) the good working condition of the BMPs within the easement, or b) **GRANTEE'S** ability to enter upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing and maintaining such BMPs and appurtenances.

GRANTOR further states that they are lawfully seized of any indefeasible title in fee to the lands through which said easement is granted and that they have good and lawful title and right to convey said easement to the **GRANTEE** aforesaid.

IN TESTIMONY WHEREOF, the said GRANTOR has hereunto set their hand and seal this _____ day of _____ 2 _____

By: _____ By: _____
(President) (Individual)

(CORPORATE SEAL)

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____ who declared themselves to be _____ to me known to be the person described in and who executed the foregoing instrument; and acknowledged that _____ executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

Notary Public in and for said County and State

My term expires: _____

By: _____ By: _____
(Corp. Officer) (Individual)

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____ who declared themselves to be _____ to me known to be the person described in and who executed the foregoing instrument; and acknowledged that _____ executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

Notary Public in and for said County and State

My term expires: _____