

Conveyance of Easement for Stream Buffers

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 stream buffer zones for the protection of storm water runoff quality, stream preservation, flood control, and any and all authorized improvements and appurtenances incidental thereto as allowed by the City's Stream Buffer Ordinance, under, upon, over and through the following-described tract of land lying, being and situate in Kansas City _____, County, Missouri, to-wit:

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 is in accordance with the City's Stream Buffer Ordinance and shall not interfere with or jeopardize the operation of or the good working condition of the stream buffer zones 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 stream buffer zones within the easement, keep the easement in good working condition or repair, if necessary, maintaining the vegetation, soil amendments, signage or markers, and the grades pursuant to the approved final stream buffer plan on file in the office of the Director of KC Water and 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 disturbs the stream buffer zones, 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 stream buffer zones 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 within this easement if such actions are required by the **GRANTEE** for any public improvement or public project and such requirement does not adversely impact the stream buffer or appurtenance existing in accordance with the approved final stream buffer 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 attorneys' 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 Stream Buffers 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 using said easement or any portion thereof in a manner prescribed by the City's Stream Buffer Ordinance; provided, however, said easement shall be kept free from any obstruction not explicitly allowed by the City's Stream Buffer Ordinance, which will

Notary Public in and for said County and State

My term expires _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__ before me appeared _____, to me personally known, and who, being by me duly sworn, did say that he is _____ of the _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority duly conferred upon him by its Board of Directors and _____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public in and for said County and State

My term expires _____