MEMORANDUM

To: City Commissioners

From: Paul Kritz, City Attorney

Re: Duck Creek Drainage Easement

Date: January 14, 2016

Before finalizing the sale of property to CVR (separate agenda item), the City needs to execute and record a permanent drainage easement over a portion of the property being sold, which will allow the City to enter the property in order to preserve and maintain a drainage easement. CVR is aware of this easement, and the benefits to CVR and other property owners within the community, by the preservation of this easement.

RESOLUTION NO. R-16-14

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A PERMANENT DRAINAGE EASEMENT FOR THE DUCK CREEK DRAINAGE AREA.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk be and are hereby authorized and directed to execute a Permanent Drainage Easement for the Duck Creek drainage area as it traverses the following described property, to-wit:

> The South Half (S/2) of Lots 9-16, Block 1, Ingmire's Addition to the City of Coffeyville, Kansas
>
> Adopted this 26th day of January 2016.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

Approved as to Form:

_____
Paul Kritz, City Attorney

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF COFFEYVILLE, KANSAS,** a municipal corporation, hereinafter called Grantor, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the **CITY OF COFFEYVILLE, KANSAS**, a municipal corporation, located in the County of Montgomery, State of Kansas, hereinafter called Grantee, a perpetual drainage easement, with the right, privilege and authority to enter upon said easement and make use thereof, including the right to survey, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove ditches, waterways, drainage culverts, and related appurtenances and equipment, within, through, under, along and across the following described real property (the "Easement Property"), to-wit:

> The South Half (S/2) of Lots 9-16, Block 1, Ingmire's Addition to the City of Coffeyville, Montgomery County, Kansas

1. **Use of Easement.** Grantee shall be entitled to make use of the Easement Property for so long as the same is used in accordance with the terms of this instrument, and shall have all of the rights and benefits necessary or convenient for the full enjoyment and use of the rights granted herein. The right to use the Easement shall belong to the Grantee and its agents, employees, contractors, successors and assigns, and all those acting by or on behalf of it for the purposes herein stated, subject to all other conditions contained herein.

2. **Restoration of Land.** Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Property and will construct and maintain soil conservation devices on the Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder.

3. **Miscellaneous.** The provisions of this instrument, including all agreements, covenants, privileges, benefits and burdens, shall run with the land and shall extend to and be binding on Grantor and Grantee and their respective heirs, legal representatives, successors and assigns. The easements, privileges and rights granted herein are divisible and are assignable or transferable by Grantor or Grantee, in whole or in part, to one or more assignees at any time. The undersigned warrant that they are authorized to execute this instrument on behalf of the parties to this instrument. This instrument covers all agreements between Grantor and Grantee, and no representations or statements, oral or written, have been made changing the terms of this instrument.

EXECUTED this 26th day of January, 2016.

GRANTOR:

CITY OF COFFEYVILLE, KANSAS

_____
Christopher V. Williams, Mayor

Attest:

_____
Cindy Price, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this 26th day January, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Christopher V. Williams, Mayor, and Cindy Price, City Clerk, who are personally known to me to be the same persons who executed as such officers the foregoing instrument of writing on behalf of the City of Coffeyville, Kansas, and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

_____
Notary Public

My Appointment Expires:

_____