




Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 2931B195

Receipt #: 1828252
Pages Recorded: 3
Cashier Initials: JP

Recording Fee: \$16.00
Authorized By 

Date Recorded: 9/13/2012 4:06:36 PM



Grantor	<u>MIDWEST DRYWALL CO INC</u>
Grantee	<u>WICHITA CITY OF</u>
Type of Document	<u>EASEMENTS - MISCELLANOUS</u>
Recording Fees	<u>\$16.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$16.00</u>
Return Address	<u>SECURITY 1ST TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA, KS 67202</u>
	<u> </u>
	<u> </u>

000029318195

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT MADE THIS 22nd day of AUGUST, 2012, by Midwest Drywall Co, Inc. ("Grantor") and the City of Wichita ("Grantee").

WITNESSETH:

FOR AND INCONSIDERATION of One Dollar and other valuable consideration the receipt of which is hereby acknowledged, Grantor does hereby dedicate, grant and convey unto Grantee a permanent drainage easement for storm sewer and surface drainage over, under and across the following described real estate situated in Sedgwick County, Kansas, to-wit:

The West 20 feet of Lot 1, Santa Fe Industrial Subdivision,
Tract No. 4, to Wichita, Sedgwick County, Kansas,

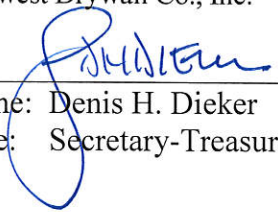
for Grantee, its officers, agents, employees, and other necessary personnel, the right of ingress and egress thereto and there from and the right to take thereon and remove there from all necessary tools, machinery, appurtenances, material and personnel to be used for the construction, installation, maintenance, operation and repair of storm sewer and surface drainage facilities ("Drainage Easement").

IT IS AGREED AND UNDERSTOOD that Grantor retains the fee title and all rights arising there from to the above described real estate and may have the full and complete use of said real estate when the same does not conflict or interfere with the rights and privileges granted herein and that this grant and dedication is binding upon and extends to the successors and assignees of Grantor and shall be a covenant that runs with the land. Furthermore, the storm sewer and surface drainage facility shall be constructed and maintained by the Grantee in a good and competent manner and will not damage or restrict the use of real property adjacent to the Drainage Easement. The initial construction of the storm sewer and surface drainage facility as well as any later, required repair or maintenance activities of said facility shall be prosecuted by the Grantee in a timely manner so as not to unreasonably interfere with Grantor's use of the surface of the Drainage Easement and/or any other use of said real estate and use of real property adjacent to the Drainage Easement. Grantor shall not be liable for any of the expense of such construction, repairs or maintenance of the storm sewer and surface drainage facility, except in the event future repairs or maintenance requirements are directly caused by damage caused by the actions of Grantor or its officers, employees, contractors or agents. Grantor shall be responsible for paying the actual cost of repairs or maintenance to the storm sewer and surface drainage facility if the repairs or maintenance are required because of damage caused by the actions of Grantor or its officers, employees, contractors or agents. Grantee shall, in the performance of its installation, repair and/or maintenance activities, restore the surface of the Drainage Easement to the same condition as existed prior to such installation, repair and/or maintenance activities. Grantor and its successors and assigns shall have the right to use the storm sewer and surface drainage facility to satisfy Grantee drainage requirements and/or regulations that may in the future be applicable to real property adjacent to the Drainage Easement owned by the Grantor and/or its successor and assigns.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officer on the day and year first above written.

GRANTOR:

Midwest Drywall Co., Inc.


Name: Denis H. Dieker
Title: Secretary-Treasurer

\$16.00
Seuse

00105198-1

(6)

35
Doria

000029318195

STATE OF KANSAS) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 22nd day of August, 2012, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Denis H. Dieker, Secretary-Treasurer of Midwest Drywall Co., Inc. personally known to me and he has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 8-7-2016

