Flooding Easement

This FLOODING EASEMENT is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, owners of property herein described (“Grantor”, whether one or more), and the Board of County Commissioners of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County, State of Kansas (“County”).

Grantor is the owner of the \_\_\_\_\_\_\_ Quarter of Section \_\_, Township \_\_\_\_\_ South, Range \_\_\_\_ East(West), in \_\_\_\_\_\_\_\_\_\_ County, Kansas.

Along the \_\_\_\_\_\_ side of the above described property is \_\_\_\_\_ Road, which is a public road maintained by County. Approximatley \_\_\_\_\_\_\_\_ feet \_\_\_\_\_ of the \_\_\_\_\_\_\_ corner of the \_\_\_\_\_\_\_\_ Quarter of Section \_\_\_\_ on \_\_\_\_\_\_ Road is a crossroad drainage structure identified in county records as Bridge(Culvert) No. \_\_\_\_\_. Grantor’s land is located upstream from Bridge(Culvert) No.\_\_\_\_\_. The County now desires to replace Bridge(Culvert) No. \_\_\_\_\_\_. The County plans to remove the existing bridge/culvert which is approximately \_\_\_ feet long, replace it with a \_\_\_ long culvert and to raise the road approximately \_\_\_ feet. During flooding events the proposed smaller structure and/or road raising will result in higher flood elevations upstream of the bridge/culvert on Grantor’s property.

In consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby convey to County a flooding easement upon the following described real property:

**INSERT DESCRIPTION**

Sample: Part of the \_\_\_\_\_\_\_ Quarter of Section \_\_, Township \_\_\_\_\_ South, Range \_\_\_\_ East(West), in \_\_\_\_\_\_\_\_\_\_ County, Kansas, described as follows. That area upstream of Bridge No. \_\_\_\_\_\_\_\_ located below elevation one thousand two hundred forty five and three tenths (1245.3) feet above sea level.

Grantor waives and releases the County from any and all claims for damages, loss, or compensation arising out of the use of the above described land for the purposes herein described.

This easement is binding upon the successors, heirs, trustees and assigns, lessees and agents of the respective parties.

IN WITNESS WHEREOF, Grantor has signed this permanent flooding easement the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF )

) ss.

COUNTY OF )

This instrument was acknowledged before me on    (date)   by      [name(s) of Grantor(s)]     .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My appointment expires: