

**RESOLUTION NO. 2016-08**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A RELEASE AGREEMENT WITH USD 458 BASEHOR-LINWOOD REGARDING SANITARY SEWER INSTALLATION AT BASEHOR ELEMENTARY SCHOOL**

WHEREAS, USD 458 Basehor-Linwood and the City of Basehor wish to enter into a Release Agreement related to the installation of a new sanitary sewer system at Basehor Elementary School describing the duties and responsibilities of the respective parties, attached as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:**

**Section 1.** That the Governing Body approves and hereby authorizes the Mayor to execute the Release Agreement related to the installation of a new sanitary sewer system at Basehor Elementary School describing the duties and responsibilities of the respective parties, attached as Exhibit A.

**Section 2.** That this resolution shall become effective upon passage.

**ADOPTED** by the Governing Body this 20th day of April, 2016.

**SIGNED** by the Mayor this 20th day of April, 2016.

**SEAL**



  
\_\_\_\_\_  
David K. Breuer, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Katherine M. Renn, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Shannon M. Marcano, City Attorney

**EXHIBIT A**  
Release Agreement

## RELEASE AGREEMENT

**THIS RELEASE AGREEMENT** ("Agreement") is executed by the City of Basehor, Kansas (the "City") and USD 458 Basehor-Linwood (the "Landowner") on the 20<sup>th</sup> day of April, 2016.

1. **Background.** The Landowner owns property located at 15602 Leavenworth Road in Basehor, Kansas (the "Property"). The Landowner is constructing a new addition to the existing Basehor Elementary School on the Property, which will be attached on the west side of the existing building. Because there is no feasible way to connect to the existing sewer system in place at this location, the Landowner must install a new sewer system. The new sewer system shall meet all standards in the Basehor city code in order for connection to be allowed to the City's sewer system.

2. **Agreement.** The Landowner acknowledges that the new sewer system must meet the Basehor city code in all respects, and that the City shall have no responsibility related to the installation of the new sewer system on the Property. In addition, the Landowner acknowledges that any maintenance, repair, or replacement obligations are its sole responsibility. The City acknowledges that once it is determined by the City that the sewer system standards contained in the city code are met, the Landowner will be allowed to connect to the City's sewer system.

3. **Release.** The Landowner, its successors and assigns, expressly release the City from any and all claims and demands of whatever nature, actions and causes of action whether known in law or in equity, damages, costs, fees, expenses, loss of service, compensation and suits of any kind, whether known or unknown, that exist as of this date from or on account of or in any way growing out of which may be traced either directly or indirectly to the installation, maintenance, repair or replacement of the new sewer system, including all claims raised or that could have been raised, and all claims arising from any alleged misrepresentations, acts of deceit or arising from any act, omission, matter, event or occurrence occurring at any time through the date of this Agreement.

4. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to its subject matter, and supersedes all other prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement. The express terms of this Agreement control and supersede any course of performance and usage of the trade inconsistent with any of its terms. This Agreement may not be modified or amended other than by agreement in writing and signature by the parties.

5. **Voluntary Agreement.** The parties acknowledge that they have read this Agreement, have had the opportunity to consult with their own attorneys prior to executing it, and that they have fully understood this Agreement. This Agreement has been executed by persons having full power and authority to bind the named signatories.

