

**AGREEMENT FOR THE CONSTRUCTION DRAINAGE IMPROVEMENTS**  
**63<sup>RD</sup> St. SOUTH AND RIDGE ROAD**  
**PROJECT R264 (2018)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Occidental Chemical Corporation (hereinafter referred to as "Owners") and Sedgwick County, Kansas (hereinafter referred to as "County").

WHEREAS, Owners own property located on the northwest, northeast, southeast and southwest corners of the intersection of Ridge Road and 63<sup>rd</sup> Street South in Sedgwick County, Kansas; and,

WHEREAS, Owners have requested that they be allowed to make certain drainage improvements including new culverts, flood valves, grates, concrete erosion pads, ditch grading and other incidental improvements in the public right-of-way at the intersection of Ridge Road and 63<sup>rd</sup> Street South in order to protect their property from excess runoff after storm events (hereinafter referred to as "Project"); and,

WHEREAS, the intersection of Ridge Road and 63<sup>rd</sup> Street South is located within right-of-way under the jurisdiction of County; and,

WHEREAS, Owners have requested that County reimburse Owners for a portion of the cost of said construction and transfer any ownership interests in the improvements to the County;

NOW THEREFORE, it is agreed between the Owners and the County as follows:

1. Owners agree to build the Project. Owners shall pay all costs associated with said Project.
2. County agrees to reimburse Owners for a portion of the cost of Project. Said reimbursement shall be at the rate of 50% of total the total cost of the project. Upon completion of the project, Owners shall bill County for their share. County shall make full payment to Owners within 30 days of billing.
3. Owners agree that County shall have full and complete title to the Project.
4. Owners are required to obtain a Highway Permit from County prior to commencement of construction. County agrees to allow Owners contractor to submit bonds and certificates of insurance required for the permit.
5. Owners indemnify and hold the County harmless from any and all liability relating to the design and construction of the Project.
6. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other.

7. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other.
8. This Agreement shall be interpreted under and governed by the laws of the State of Kansas.
9. This Agreement contains all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

*[remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, this agreement is entered into the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

OCCIDENTAL CHEMICAL  
CORPORATION

\_\_\_\_\_  
David T. Dennis, Chairman

  
\_\_\_\_\_  
Wade Alleman 11/7/18  
Senior Vice President of  
Manufacturing, Engineering, and  
Technology

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael L. Fessinger  
Assistant County Counselor

ATTEST:

\_\_\_\_\_  
Kelly Arnold  
County Clerk