

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (“Easement Agreement”) is made and given by Sedgwick County, Kansas, (“Grantor”) for the benefit of KANSAS PUBLIC TELECOMMUNICATIONS SERVICE, INC. (“KPTS”).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property comprising Parcel A (“Parcel A”) as more specifically described in Exhibit A attached hereto, and Parcel B (“Parcel B”) as more specifically described in Exhibit B attached hereto; and

WHEREAS, KPTS is the owner of that certain real property comprising Parcel C (“Parcel C”) as more specifically described in Exhibit C attached hereto; and

WHEREAS, the Grantor desires to grant KPTS a 30 feet wide easement for access, ingress and egress and utilities over and under the certain tract of land comprised of a portion of Parcel A as more specifically described in Exhibit D attached hereto (“Easement Tract A”), and a 30 feet wide easement for access, ingress and egress and utilities over and under the certain tract of land comprised of a portion of Parcel B as more specifically described in Exhibit E attached hereto (“Easement Tract B”) (Easement Tract A and Easement Tract B are collectively referred to as the “Easement Tracts”); and

WHEREAS, Grantor’s ownership interest in Parcel A and Parcel B is for the purpose of maintaining a flood control project and any use of the Easement Tracts, must be subordinate to the security and stability of the flood control project, as currently constructed, and to the security and stability of any future maintenance and improvements of the flood control project;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant of Access and Utility Easements.

A. The owner of Parcel A grants and conveys to the owner of Parcel C, its successors and assigns, agents, invitees, licensees and tenants, an appendant,

appurtenant, non-exclusive, right-of-way and utility easement in favor of Parcel C for the benefit of the owner of Parcel C, its successors and assigns, agents, invitees, licensees and tenants for vehicular and pedestrian access, ingress and egress and utilities serving Parcel C over, under and across the portion of Parcel A comprising Easement Tract A.

B. The owner of Parcel B grants and conveys to the owner of Parcel C, its successors and assigns, agents, invitees, licensees and tenants, an appendant, appurtenant, non-exclusive, right-of-way and utility easement in favor of Parcel C for the benefit of the owner of Parcel C, its successors and assigns, agents, invitees, licensees and tenants for vehicular and pedestrian access, ingress and egress and utilities serving Parcel C over, under and across the portion of Parcel B comprising Easement Tract B.

2. Scope of Easements. This Easement Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, are given for the sole purpose of access and extension of utility services to Parcel C for the intended use of Parcel C as an antenna site. If Parcel C is used as an antenna site within two years from the date of execution of this Easement Agreement, this Easement Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, shall be and constitute covenants running with the fee simple estate of Parcel A and Parcel B and shall bind all present and future owners thereof for so long as Parcel C continues to be used as an antenna site.

3. Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Easement Agreement by this reference.

4. Relocation of Access and Utility Easements. Grantor reserves the right to relocate the Easement Tracts to the west of their current locations, at the sole cost of the Grantor, and KPTS agrees to execute an amendment to this Easement Document setting forth such new locations; provided however, the amendment will state that the utilities will be relocated at no cost to Grantor. The amendment will not otherwise materially modify the terms of this Easement Agreement. Grantor shall provide reasonable prior notice to KPTS of the intent to relocate the Easement Tracts and shall at all times maintain access to Parcel C.

5. Maintenance. Any maintenance required as a result of KPTS's use of the Easement Tracts will be the responsibility of KPTS. Grantor, through its employees and agents, will provide maintenance of the Easement Tracts to the extent required for use of the Easement Tracts for Grantor's purposes.

6. Secure Access. Ingress and egress to and from Easement Tract A from the south is currently secured by a locked gate using a chained series of locks. KPTS agrees to ensure secure access is maintained at all times by locking the gate on entry, during use, and in leaving the Easement Tracts.

7. Utilities Location. Utilities may be installed above or below ground, but all utilities will be confined to a 10 foot wide portion of the Easement Tracts on the westerly side of the Easement Tracts.

8. Consideration. In exchange for this Easement Agreement, KPTS agrees to provide the Grantor, or its successor in interest, a contingent dedication or grant of easement of no more than 30 feet along the easterly property line of Parcel C if Grantor, or its successor in interest, determines such dedication or easement is necessary to accommodate improvements of the flood project system. KPTS agrees to consider this 30 foot contingent dedication/easement to be a setback and no equipment, support features, or similar improvements will be located in that area.

IN WITNESS WHEREOF, _____ has executed this Easement Agreement as of the ____ day of _____, 2013.

Board of County Commissioners of Sedgwick County, Kansas

By: _____
Name: James B. Skelton, Commissioner, Fifth District
Its: Chairman

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
_____ COUNTY)

The foregoing Access and Utility Easement Agreement was acknowledged before me this ____ day of _____, 2013, by James B. Skelton, Commissioner, Fifth District, as Chairman of the Board of County Commissioners of Sedgwick County, Kansas.

Notary Public

My Appointment Expires: _____

APPROVED AS TO FORM:

Robert W. Parnacott
Assistant County Counselor

Exhibit A
(Parcel A Legal Description)

A tract of land in the West ½ of the Northwest ¼ of Section 8, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point on the North line of said Section 8; N89°42'05"E, 273.87' from the Northwest corner of said Section 8; thence along said North line N89°42'05"E, 256.29'; thence S19°17'40"E, 66.03' to a point on a 1612.39' radius curve to the left; thence along said curve described by the following chord bearings and distances: S27°58'40"E, 199.80'. S35°09'05"E, 128.39', to the point of curvature of said curve; thence S37°57'35"E, 977.98'; thence S00°03'50"W, 389.62'; thence N37°57'35"W, 96.02'; thence S52°02'25"W, 20.00'; thence N37°57'35"W, 135.00'; thence N52°02'25"E, 20.00'; thence N37°57'35"W, 1053.86' to the point of curvature of a 1552.39' radius curve to the right; thence along said curve described by the following chord bearings and distances: N35°35'10"W 128.60', N29°31'20"W, 199.86', N22°08'30"W, 199.86', N15°42'50"W, 27.89' to the point of beginning shown by actual survey to contain 8.91 acres, more or less, as described and conveyed in the General Warranty Deed recorded in Deed Book 1280, Page 357; TOGETHER WITH, a tract of land in the East ½ of the Northwest ¼ of Section 8, T-26-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, further described as follows: Beginning at a point S00°05'50"E 2655.62'; thence S89°53'05"W, 214.45' from the Northeast corner of the Northwest ¼ of said Section 8; thence S89°53'05"W, 266.25' to a point on a chord of a 1789.86' radius curve to the left, further described by the following chord bearing and a distances, N27°52'20"W, 116.97', N34°30'55"W, 215.09' to the point of tangency of said curve; thence N37°53'35"W, 1091.97'; thence N00°03'50"E, 389.62'; thence S37°57'35"E, 425.88'; thence N52°02'25"E, 20.00'; thence S37°57'35"E, 135.00'; thence S52°02'25"W, 20.00'; thence S37°57'35"E, 837.99' to the point of tangency of a 2029.86' radius curve to the right described by the following chord bearings and distances; S35°30'15"E, 173.74'; thence S30°13'45"E, 199.93'; thence S24°35'05"E, 124.62' to the point of beginning, shown by actual survey to contain 9.21 acres more or less, as described and conveyed in the General Warranty Deed recorded in Deed Book 1280, Page 349.

Exhibit B
(Parcel B Legal Description)

A tract of land in the North ½ of the Southwest ¼ of Section 8, T-26-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, further described as follows: Beginning at a point N89°53'05"E, 2178.66' from the Northwest corner of the Southwest ¼ of Section 8; thence N89°53'05"E, 480.50'; thence S00°06'25"E, 1325.18'; thence S89°56'40"W, 350.00'; thence N00°06'25"W, 299.90'; thence N89°53'35"E, 70.00'; thence N00°06'25"W, 207.75' to a point of curvature of a 1789.86' radius curve to the left; thence along said curve described by the following chord bearings and distances: N02°47'00"W, 167.19', N08°39'40"W, 199.89', N15°03'50"W, 199.89', N21°28'00"W, 199.89', N27°52'10"W, 82.92' to the point of beginning, shown by actual survey to contain 10.23 acres, more or less, as described and conveyed in the General Warranty Deed recorded in Deed Book 1280, Page 373.

Exhibit C
(Parcel C Legal Description)

That part of the East Half of the Northwest Quarter of Section 8, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying southwesterly of and abutting the southwest line of that part of the East Half of said Northwest Quarter described and conveyed in the General Warranty Deed recorded in Deed Book 1280, Page 349.

Exhibit D
(Easement Tract A Legal Description)

The southwesterly 30 feet lying easterly of and abutting the southwesterly line of the following described tract: A tract of land in the West ½ of the Northwest ¼ of Section 8, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point on the North line of said Section 8; N89°42'05"E, 273.87' from the Northwest corner of said Section 8; thence along said North line N89°42'05"E, 256.29'; thence S19°17'40"E, 66.03' to a point on a 1612.39' radius curve to the left; thence along said curve described by the following chord bearings and distances: S27°58'40"E, 199.80'. S35°09'05"E, 128.39', to the point of curvature of said curve; thence S37°57'35"E, 977.98'; thence S00°03'50"W, 389.62'; thence N37°57'35"W, 96.02'; thence S52°02'25"W, 20.00'; thence N37°57'35"W, 135.00'; thence N52°02'25"E, 20.00'; thence N37°57'35"W, 1053.86' to the point of curvature of a 1552.39' radius curve to the right; thence along said curve described by the following chord bearings and distances: N35°35'10"W 128.60', N29°31'20"W, 199.86', N22°08'30"W, 199.86', N15°42'50"W, 27.89' to the point of beginning shown by actual survey to contain 8.91 acres, more or less, as described and conveyed in the General Warranty Deed recorded in Deed Book 1280, Page 357; TOGETHER WITH, a tract of land in the East ½ of the Northwest ¼ of Section 8, T-26-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, further described as follows: Beginning at a point S00°05'50"E 2655.62'; thence S89°53'05"W, 214.45' from the Northeast corner of the Northwest ¼ of said Section 8; thence S89°53'05"W, 266.25' to a point on a chord of a 1789.86' radius curve to the left, further described by the following chord bearing and a distances, N27°52'20"W, 116.97', N34°30'55"W, 215.09' to the point of tangency of said curve; thence N37°53'35"W, 1091.97'; thence N00°03'50"E, 389.62'; thence S37°57'35"E, 425.88'; thence N52°02'25"E, 20.00'; thence S37°57'35"E, 135.00'; thence S52°02'25"W, 20.00'; thence S37°57'35"E, 837.99' to the point of tangency of a 2029.86' radius curve to the right described by the following chord bearings and distances; S35°30'15"E, 173.74'; thence S30°13'45"E, 199.93'; thence S24°35'05"E, 124.62' to the point of beginning, shown by actual survey to contain 9.21 acres more or less, as described and conveyed in the General Warranty Deed recorded in Deed Book 1280, Page 349.

Exhibit E
(Easement Tract B Legal Description)

The westerly 30 feet lying easterly of and abutting the westerly line of the following described tract: A tract of land in the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 8, T-26-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, further described as follows: Beginning at a point N89°53'05"E, 2178.66' from the Northwest corner of the Southwest $\frac{1}{4}$ of Section 8; thence N89°53'05"E, 480.50'; thence S00°06'25"E, 1325.18'; thence S89°56'40"W, 350.00'; thence N00°06'25"W, 299.90'; thence N89°53'35"E, 70.00'; thence N00°06'25"W, 207.75' to a point of curvature of a 1789.86' radius curve to the left; thence along said curve described by the following chord bearings and distances: N02°47'00"W, 167.19', N08°39'40"W, 199.89', N15°03'50"W, 199.89', N21°28'00"W, 199.89', N27°52'10"W, 82.92' to the point of beginning, shown by actual survey to contain 10.23 acres, more or less, as described and conveyed in the General Warranty Deed recorded in Deed Book 1280, Page 373.