

PROJECT: 13<sup>th</sup> Street Floodway Crossing

DATE:

COUNTY: Sedgwick

TRACT NO.: 1

## CITY OF WICHITA, KANSAS

### A MUNICIPAL CORPORATION

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY WARRANTY DEED,**  
**PERMANENT EASEMENT**  
**AND TEMPORARY EASEMENT**

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between:

Sedgwick County, Kansas, landowner(s), and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

Commencing from the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N 89°31'43"E, along the South line of said Lot 2, a distance of 920.00 feet; thence N 85°31'28"E, along said South line, a distance of 501.22 feet; thence N 89°57'05"E, along said South line, a distance of 1847.86 feet to the point of beginning; FIRST COURSE, thence continuing N 89°57'05"E, along said South line, a distance of 55.30 feet to the P.C. of a non-tangent curve to the left; SECOND COURSE, thence along said South line and along said curve having a chord bearing N 84°25'25"E, a chord distance of 224.91 feet, a radius of 1357.40 feet, through a central angle of 9°30'15" for a distance of 225.17 feet; THIRD COURSE, thence S 85°30'50"W for a distance of 280.00 feet to the point of beginning, containing 0.030 acres (1,298.90 sq. ft.), more or less. Together with all right of access to and from the abutting public roadway over and across said "THIRD COURSE".

And a Sanitary Sewer Easement Described as Follows:

Commencing from the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N89°31'43"E, along the South line of said Lot 2, a distance of 920.00 feet; thence N85°31'28"E, along said South line, a distance of 501.22 feet; thence N89°57'05"E, along said South line, a distance of 1696.58 feet; thence N00°02'55"W, perpendicular to said South line, a distance of 20 feet to the point of beginning; thence N89°57'05"E, parallel with said South line, a distance of 206.31 feet to the P.C. of a non-tangent curve to the left; thence along said curve having a chord bearing N84°25'25"E, a chord distance of 221.59 feet, a radius of 1337.40 feet, through a central angle of 9°30'15" for a distance of 221.85 feet; thence S84°54'59"W for a distance of 181.39 feet; thence S88°41'20"W for a distance of 246.24 feet to the point of beginning, containing 0.032 acres (1,411.77 sq. ft.), more or less.

And Temporary Construction Easements Described as Follows:

Beginning at the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N 00°28'58"W, along the West line of said Lot 2, a distance of 30.50 feet; thence S 44°43'31"E for a distance of 42.58 feet to the South line of said Lot 2; thence S 89°31'43"W, along said South line, a distance of 29.71 feet to the point of beginning, containing 0.010 acres (452.98 sq. ft.), more or less and

Commencing from the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N89°31'43"E, along the South line of said Lot 2, a distance of 920.00 feet; thence N85°31'28"E, along said South line, a distance of 501.22 feet; thence N89°57'05"E, along said South line, a distance of 1682.36 feet; thence N00°02'55"W, perpendicular to said South line, a distance of 20 feet to the point of beginning; thence N89°57'05"E, parallel with said South line, a distance of 14.22 feet; thence N88°41'20"E for a distance of 246.24 feet; thence N84°54'59"E for a distance of 181.39 feet to the P.C. of a non-tangent curve to the left; thence along said curve having a chord bearing N79°01'10"E, a chord distance of 30.45 feet, a radius of 1337.40 feet, through a central angle of 1°18'16" for a distance of 30.45 feet to a point on the East line of said Lot 2; thence N00°00'00"E, along said East line, a distance of 16.94 feet; thence S84°54'59"W for a distance of 212.52 feet; thence S88°41'20"W for a distance of 259.36 feet; thence S00°02'55"E for a distance of 19.69 feet to the point of beginning, containing 0.216 acres (9,390.11 sq. ft.), more or less and

Commencing from the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N 89°31'43"E, along the South line of said Lot 2, a distance of 920.00 feet; thence N 85°31'28"E, along said South line, a distance of 501.22 feet; thence N 89°57'05"E, along said South line, a distance of 474.56 feet to the point of beginning; thence continuing N 89°57'05"E, along said South line, a distance of 650.06 feet; thence N00°49'25"W for a distance of 229.50 feet; thence S 89°10'35"W for a distance of 650.00 feet; thence S 00°49'25"E for a distance of 220.70 feet to the point of beginning, containing 3.359 acres (146,315.18 sq. ft.), more or less.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, to the extent permitted by law, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 10 days after the warranty deed conveying said property free of encumbrance has been delivered.

|  |          |
|--|----------|
| Approximately 1,299 square feet for right-of-way                                 | \$ 2,955 |
| Approximately 1,412 square feet for sanitary sewer easement                      | \$ 180   |
| Approximately 156,158/ square feet for temporary easement                        | \$20,165 |
| Cost to Cure including but not limited to fencing, trees, volleyball court, etc. | \$11,700 |

**TOTAL** **\$35,000**

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out. This obligation to pay shall survive closing.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

**LANDOWNER:**

**Board of County Commissioners of Sedgwick County, Kansas**

\_\_\_\_\_  
Tim R. Norton, Chairman, Second District

**ATTEST:**

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

Approved as to form:



\_\_\_\_\_  
Robert W. Parnacott, Assistant County Counselor

**BUYER:**

City of Wichita, KS, a municipal corporation

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law