

### **ACCESS AND WATER LINE EASEMENT GRANT**

THIS EASEMENT GRANT made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between The Board of County Commissioners of Sedgwick County, Kansas, herein referred to as the Grantor, and Builders, Inc., a Kansas corporation, herein referred to as the Grantee.

WHEREAS, Grantee is in the process of platting the property which lies immediately adjacent to the west line of Tract No. 45 of the Wichita-Valley Center Flood Control Condemnation Case No. A-31849 (hereafter "Flood Control Property"), said property being legally described as follows:

#### **SILVER SPRINGS 2<sup>ND</sup> ADDITION**

Lot 1, Block A  
(hereafter "Grantee Property")

WHEREAS, Grantor is the holder of certain rights to the Flood Control Property; and

WHEREAS, Grantor's interest in the Flood Control Property is for the purpose of maintaining a flood control project and any other use 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; and

WHEREAS, Grantor desires to provide a perpetual private access easement for the benefit of Grantee over, across, and through a portion of said Flood Control Property to allow Grantee, their successors and assigns access to Central Avenue; and

WHEREAS, Grantor has agreed to allow said Grantee to construct a private drive over a portion of the property taken for the Flood Control Property to allow a private access to Grantee's property; and

Whereas, Grantor has agreed to allow said Grantee or the City of Wichita to construct, operate and maintain a public water line over a portion of the property

taken for the Flood Control Property to provide water service to Grantee's property; and

WHEREAS, Grantee agrees to pay all costs of construction, repair and maintenance of said private drive ; and

WHEREAS, as a condition of the granting of this Easement, Grantee, at its expense, agrees to construct and maintain a fence along the eastern boundary of said easement to restrict access to the floodway improvements. At a minimum, the fence shall be a wire woven fence with two strand barbed wire on top and galvanized tee posts per the Flood Control Fencing standard specifications. (See attached Exhibit "B") Grantee has the right to upgrade the standard of fence installed with the approval of the appropriate authority for the Flood Control property.

NOW THEREFORE, be it known that Grantor hereby grants to the Grantee the right to use the property described below as a private access easement for ingress and egress purposes and as an easement for a public water line:

#### **Private Access and Public Water Line Easement**

A tract of land in the Southwest Quarter of Section 15, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, more particularly described as follows: Commencing at the southeast corner of said Southwest Quarter; thence S89°28'53"W, (assumed basis of bearings), along the south line of said Southwest Quarter, 345.00 feet to the intersection with the east line of a 50.00 foot ingress and egress easement described and granted in the Resolution recorded on Film 214 at Page 952; thence N00°31'07"W along the east line of said ingress and egress easement, 221.70 feet to a deflection corner in said east line; thence N30°31'07"W along the east line of said ingress and egress easement, 222.62 feet for a point of beginning; thence S44°34'52"W, 82.89 feet to a point on the west line of Tract No. 45 of the Wichita-Valley Center Flood Control as described and condemned in Condemnation Case No. A-31849; thence northerly along west line of said Tract No. 45, being a curve to the right, through a central angle of 19°06'46" and having a radius of 6328.69 feet, an arc distance of 2111.12 feet, (having a chord length of 2101.35 feet bearing N07°48'10"E), to a point 200.00 feet normally distant south of the north line of said Southwest Quarter; thence N89°38'57"E parallel with the north line of said Southwest Quarter, 36.75 feet to a point 35.00 feet normally distant easterly of the west line of said Tract No. 45; thence southerly parallel with the west line of said Tract No. 45, being a curve to the left, having a central angle of 16°55'32" and a radius of 6293.69 feet, an arc distance of 1859.20 feet, (having a chord length of 1852.45 feet bearing S08°59'53"W), to a point of compound curvature of a tangent curve to the left; thence southerly and southeasterly along said curve, having a central angle of 21°55'15" and a radius of 495.00 feet, an arc distance of 189.38 feet, (having a chord length of 188.23 feet bearing S10°25'30"E), to the end of said curve; thence S44°34'52"W, 11.67 feet to the point of beginning.

Such private access easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such private access easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein set forth. Maintenance of said easements shall be in the mutual interests and responsibilities to all party's interest and their successors, heirs, and/or assigns.

Grantee, at its expense, agrees to construct and maintain a fence along the eastern boundary of said private access easement to restrict and prevent vehicular access to the Flood Control Property lying east of said private access easement. The final material used to construct said fence shall be approved by the Governmental Agency responsible for maintenance of said Flood Control Property. Grantee, at its expense, further agrees to construct a driveway entrance and gate suitable for access by the Grantee to the flood control project from the private drive.

It is further agreed that Grantor shall also allow the easement to be used as a public water line easement for the use of installing, maintaining and repairing a public water line for the City of Wichita or the appropriate governing body. If for any reason the access easement is released or vacated, the public water line easement shall remain in place.

In testimony whereof the undersigned has set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The Board of County Commissioners  
of Sedgwick County, Kansas

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
County Clerk

STATE OF KANSAS            )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
before me, the undersigned, a Notary Public, in and for the County and State  
aforesaid, came \_\_\_\_\_ as Chairman of the Board of  
County Commissioners of Sedgwick County, personally known to me to be the same  
person(s) who executed the within instrument of writing and such person(s) duly  
acknowledged the execution of the same, for and on behalf and as the act and deed of  
said County Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year above written.

\_\_\_\_\_  
Notary Public  
(My Appointment Expires: \_\_\_\_\_)

**Approved As To Form**  
*[Signature]*

Builders Inc.

By: Michael H. Garvey  
Michael H. Garvey, President

STATE OF KANSAS            )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this 25<sup>th</sup> day of FEBRUARY, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael H. Garvey as President of Builders, Inc., a Kansas corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Philip J. Meyer  
Notary Public

(My Appointment Expires: 9/7/17)

