

AGREEMENT FOR THE CONSTRUCTION OF PAVING
37th STREET NORTH BETWEEN 127th St. EAST and 143rd St. EAST
PROJECT R342 (2018)

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between David R. and Tammy L. Doyel (hereinafter referred to as "Owners") and Sedgwick County, Kansas (hereinafter referred to as "County").

WHEREAS, Owners have requested that paving be constructed to serve the following described property:

The North Half of the East Half of the Northwest of Section 35, Township 26 South, Range East, Sedgwick County, Kansas

And,

WHEREAS, 37th Street North between 127th St. East and 143rd St. East is located within right-of-way under the jurisdiction of County; and,

WHEREAS, Owners have requested that County construct street paving to serve the above-described property and reimburse County for a portion of the cost of said construction and transfer any ownership interests in the paving to the County; and,

WHEREAS, the paving of 37th Street North between 127th St. East and 143rd St. East, hereinafter referred to as "Project", has been scheduled for construction by the County as a part of Capital Improvement Project R342;

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

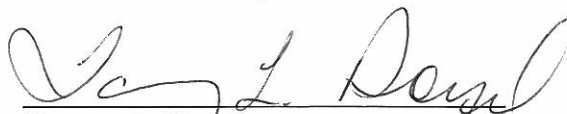
1. County agrees to build the Project. County shall pay all costs associated with said Project.
2. Owners agree to reimburse County for a portion of the cost of Project. Said reimbursement shall be at the rate of 25% of total the total cost of Project but shall not exceed \$100,000.00. Upon completion of the project, County shall bill Owners for their share. Owners shall make full payment to County within 30 days of billing.
3. Owners agree that County shall have full and complete title to the Project.
4. Owners indemnify and hold the County harmless from any and all liability relating to the design and construction of the Project.
5. 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.

6. 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.
7. This Agreement shall be interpreted under and governed by the laws of the State of Kansas.
8. 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.

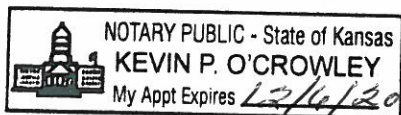

David R. Doyel


Tammy L. Doyel

SEDGWICK COUNTY)
) SS
STATE OF KANSAS)

BE IT REMEMBERED, that on this 29th day of March, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came David R. Doyel and Tammy L. Doyel, personally known to me to be the same person(s) who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the company.

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




Notary Public

My Commission Expires 12/6/20

DATED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

DAVID T. DENNIS, CHAIRMAN

APPROVED AS TO FORM:

ATTEST:


MICHAEL L. FESSINGER, ASSISTANT
COUNTY COUNSELOR

KELLY ARNOLD, COUNTY CLERK