

**AGREEMENT FOR USE OF HIGHWAY RIGHT OF WAY
AND GRANT OF PERMANENT EASEMENT**

This AGREEMENT FOR USE OF HIGHWAY RIGHT OF WAY AND GRANT OF PERMANENT EASEMENT ("Agreement") is made and given by Sedgwick County, Kansas ("Grantor") for the benefit of the Secretary of Transportation ("Secretary"), Kansas Department of Transportation ("KDOT") (collectively, "Grantee").

WHEREAS, Grantor is the holder of certain rights to real property acquired via condemnation by Grantor as "The Protection Drainage District of Sedgwick County, Kansas" in Sedgwick County District Court Case No. 74151, which Petition was filed for record with the Sedgwick County Register of Deeds on September 26, 1930 (the "Parent Tract"); and

WHEREAS, Grantor desires to grant to Grantee use for highway construction and maintenance over and under the certain tracts of land, comprised of a portion of the Parent Tract, as more specifically described in Exhibit A attached hereto; and

WHEREAS, Grantor's interest in the Parent Tract is for the purpose of maintaining drainage, and any use of the Tracts must be subordinate to the security and stability of the drainage established by Grantor, as currently constructed, and to the security and stability of any future maintenance and improvements of the drainage;

NOW THEREFORE, for good and valuable consideration, the Grantor agrees as follows:

1. Grant of Permanent Easement:

Grantor grants and conveys to Grantee, its successors, agents, and assigns a Permanent Easement for the construction, maintenance, and improvement of a highway, bridges, ramps, and other appurtenances as may be deemed necessary by Grantee for the safe and efficient operation of the state highway system under and across the portion of the Parent Tract described in Exhibit A, which Exhibit is incorporated into this Agreement by reference. This Grant of Permanent Easement may be, at the option of either Party, memorialized in a separate conveyance document to be recorded at the Sedgwick County Register of Deeds.

2. Scope of Easements:

This Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, are given for the sole purpose of construction, maintenance, and improvement of the state highway system. Projects utilizing the Easements granted may be completed over a period of time. This Agreement, the Easements, and all of the provisions contained herein and all of the rights and obligations hereunder, shall be and constitute covenants of the Parent Tract, and shall bind all present and future owners thereof.

3. Recitals:

The Recitals set forth above are hereby incorporated into this Agreement by reference.

4. Maintenance:

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

5. Consideration:

The Grantor hereby declares the intent to donate the Permanent Easements described in this Agreement. Having been fully informed of the right to receive just compensation based upon an appraisal, the Grantor acknowledges that the decision to donate said Easements was made without any undue influence or coercive action of any nature, and that the right to just compensation is hereby waived.

IN WITNESS WHEREOF, David T. Dennis, Chairman, Third District has executed this Agreement as of the _____ day of _____, 2018.

Recommended:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

David C. Spears, P.E., Director
Public Works/County Engineer

David T. Dennis, Chairman
Commissioner, Third District

Approved as to Form:

ATTEST:



Michael L. Fessinger
Asst. County Counselor

Kelly B. Arnold, County Clerk

Exhibit A

(Tract 2) A PERMANENT EASEMENT for highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Northeast Quarter of Section 11, Township 28 South, Range 1 West of the 6th P.M., described as follows: COMMENCING at the Northeast corner of said Quarter Section; thence on an assumed bearing of South 88 degrees 42 minutes 10 seconds West, 1422.29 feet along the North line of said Quarter Section to the Northerly right of way line of the existing highway; thence South 15 degrees 52 minutes 12 seconds East, 368.50 feet along said Northerly right of way line to the POINT OF BEGINNING; FIRST COURSE, thence continuing South 15 degrees 52 minutes 12 seconds East, 52.71 feet along said Northerly right of way line; SECOND COURSE, thence South 52 degrees 47 minutes 06 seconds East, 258.54 feet along said Northerly right of way line to the Westerly right of way line of the Kansas & Oklahoma Railroad; THIRD COURSE, thence North 46 degrees 46 minutes 30 seconds West, 302.35 feet to the POINT OF BEGINNING. The above described tract contains 0.09 acres, more or less.

(Tract 3) A PERMANENT EASEMENT for highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Drainage Right of Way of Commerce and Industrial Park 2nd Addition, City of Wichita, Sedgwick County, Kansas, according to the recorded plat thereof, situated in the Northeast Quarter of Section 11, Township 28 South, Range 1 West, described as follows: COMMENCING at the Southeast corner of Lot 8 in said Addition, said point being on the Westerly right of way line of West Street and the Easterly line of said Addition; thence on an assumed bearing of South 01 degree 11 minutes 08 seconds East, 82.16 feet along the Westerly right of way line of West Street; thence North 64 degrees 58 minutes 34 seconds West, 55.75 feet along said Westerly right of way line; thence South 01 degree 06 minutes 29 seconds East, 127.37 feet along said Westerly right of way line to the POINT OF BEGINNING; FIRST COURSE, thence North 73 degrees 17 minutes 14 seconds West, 359.98 feet; SECOND COURSE, thence North 55 degrees 04 minutes 17 seconds West, 417.90 feet; THIRD COURSE, thence North 44 degrees 33 minutes 49 seconds West, 338.13 feet to the Easterly right of way line of the Kansas & Oklahoma Railroad and the Northerly right of way line of the existing highway; FOURTH COURSE, thence on a curve of 1712.04 feet radius to the left, an arc distance 550.94 feet along said Northerly right of way line, with a chord which bears South 46 degrees 32 minutes 21 seconds East, 548.56 feet; FIFTH COURSE, thence South 55 degrees 43 minutes 05 seconds East, 247.19 feet along said Northerly right of way line; SIXTH COURSE, thence South 72 degrees 39 minutes 36 seconds East, 338.27 feet along said Northerly right of way line; SEVENTH COURSE, thence North 01 degree 06 minutes 29 seconds West, 33.69 feet along said Northerly right of way line to the POINT OF BEGINNING. The above described tract contains 21682 square feet, more or less.