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## KANSAS DEPARTMENT OF TRANSPORTATION

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### GRANT OF PERMANENT EASEMENT

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**THIS AGREEMENT** Made and entered into this            day of            ,            , by and between

Sedgwick County, Kansas

landowner(s), and the Secretary of Transportation of the State of Kansas.

For consideration as hereinafter set forth, the landowner(s) agree(s) to grant a permanent easement for public purposes to the Secretary of Transportation over and upon the following described real estate in the County of Sedgwick, State of Kansas:

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.

Now, therefore, in consideration of the payment of One Dollar and Other Valuable Consideration and 00/100 Dollars to landowner(s) by the Secretary of Transportation, landowner(s) hereby grant(s) and convey(s) to the Secretary of Transportation a permanent easement for public highway right of way over and upon the above described real property and landowner(s) for itself, its heirs, executors and assigns and agree that the Secretary of Transportation or his duly authorized agents or representatives will use said real property above described for the purpose of constructing, maintaining and operating a public highway.

It is understood and agreed that the consideration for said grant of permanent easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

IN WITNESS WHEREOF the landowner(s) have signed this agreement on the day and year first above written.

Landowner(s):

Board of County Commissioners of Sedgwick County, Kansas

\_\_\_\_\_  
David T. Dennis, Chairman  
Commissioner, Third District

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

STATE OF Kansas, Sedgwick COUNTY, SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned, a notary public in and for the county and state aforesaid, came Board of County Commissioners: David T. Dennis who is personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

\_\_\_\_\_, NOTARY PUBLIC

My commission expires:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael L. Fessinger  
Assistant County Counselor