

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, executed and delivered to SEDGWICK COUNTY, KANSAS (hereinafter, "County") by META KAY WENZEL REVOCABLE TRUST with a two-thirds undivided interest and JOE L. AND ^{Kathryn} KATHY K. GOSCH ^{Husband & Wife} ~~REVOCABLE-TRUST~~ with a one-third undivided interest (hereinafter, "Owner").

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR AND NO/100(\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants, bargains, sells and conveys to County a temporary easement in, over, across and upon the following-described premises, to wit:

See Attached Exhibit "A"

For the purpose of permitting all construction uses according to plans and specifications now on file in the office of the Sedgwick County Engineer. Said easement shall expire on December 31, 2020 or upon completion of the above described construction whichever occurs first.

County shall indemnify and hold harmless from and against any loss, damage, injury, accident, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Owner from or by any unaffiliated third party, County, and/or County's agents, arising from or relating to (i) any use of the easement area, Owner's property and/or adjacent areas by County or County's agents and (ii) any act or omission of County or any of County's agents.

OWNER(S)

Meta Kay Wenzel
META KAY WENZEL, TRUSTEE
META KAY WENZEL REVOCABLE TRUST

Kathryn K. Gosch
Kathryn K. Gosch

Joe L. Gosch
Joe L. Gosch

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Exhibit "A"

A tract of land in the South half of the Southeast Quarter of Section 19, Township 29 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the Southeast corner of said Southeast Quarter; thence West along the South line of said Southeast Quarter a distance of 91.00 feet; thence North parallel to the East line of said Southeast Quarter to a point on the South line of "SUNNYVIEW ADDITION", Sedgwick County, Kansas, said point being 91.00 feet West of the East line of said Southeast Quarter; thence East along the South line of said Addition a distance of 91.00 feet to the East line of said Southeast Quarter; thence South along the East line of said Southeast Quarter to the point of beginning. Except existing road right-of-way.

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STATE OF Kansas)
COUNTY OF Sumner) ss:

This instrument was acknowledged before me on 21 December 2018 by

META KAY WENZEL, TRUSTEE, META KAY WENZEL REVOCABLE TRUST.



(Seal)

Kevin P. O'Crowley
Notary Public
My appointment expires: 12-6-20

STATE OF Kansas)
COUNTY OF Sumner) ss:

This instrument was acknowledged before me on 8 January 2019 by

Joe L. Gersch



(Seal)

Kevin P. O'Crowley
Notary Public
My appointment expires: 12-6-20

STATE OF Kansas)
COUNTY OF Sumner) ss:

This instrument was acknowledged before me on 8 January 2019 by

Kathryn V. Gersch



(Seal)

Kevin P. O'Crowley
Notary Public
My appointment expires: 12-6-20

ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 20____.

RECOMMENDED:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

David C. Spears
DAVID C. SPEARS, P.E., DIRECTOR,
PUBLIC WORKS/COUNTY ENGINEER

David T. Dennis
DAVID T. DENNIS, CHAIRMAN
COMMISSIONER, THIRD DISTRICT

APPROVED AS TO FORM:

ATTEST:

Michael L. Fessinger
MICHAEL L. FESSINGER
ASST. COUNTY COUNSELOR

Kelly B. Arnold
KELLY B. ARNOLD, COUNTY CLERK

EASEMENT FOR RIGHT-OF-WAY

THIS EASEMENT FOR RIGHT-OF-WAY, executed and delivered to Sedgwick County, Kansas (hereinafter, "County") by META KAY WENZEL REVOCABLE TRUST with a two-thirds undivided interest and

Kathryn Husband & Wife
JOE L. AND KATHY-K. GOSCH REVOCABLE TRUST with a one-third undivided interest (hereinafter, "Owner").

WITNESSETH:

That for and in consideration of the sum of ONE THOUSAND NINE HUNDRED DOLLARS AND NO/100 (\$1,900.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants, bargains, sells and conveys to County a permanent easement in, over, across and upon the following-described premises, to wit:

SEE ATTACHED EXHIBIT "A"

For the purposes of construction, reconstructing, widening, improving, draining and maintaining a road or highway.

County shall indemnify and hold harmless from and against any loss, damage, injury, accident, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Owner from or by any unaffiliated third party, County, and/or County's agents, arising from or relating to (i) any use of the easement area, Owner's property and/or adjacent areas by County or County's agents and (ii) any act or omission of County or any of County's agents.

OWNER(S)

Meta Kay Wenzel
META KAY WENZEL, TRUSTEE
META KAY WENZEL REVOCABLE TRUST

Kathryn K Gosch
Kathryn K. Gosch

Joe L Gosch
Joe L. Gosch

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EXHIBIT "A"

A tract of land in the South half of the Southeast Quarter of Section 19, Township 29 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the Southeast corner of said Southeast Quarter; thence West along the South line of said Southeast Quarter a distance of 82.00 feet; thence North parallel to the East line of said Southeast Quarter to a point on the South line of "SUNNYVIEW ADDITION", Sedgwick County, Kansas, said point being 82.00 feet West of the East line of said Southeast Quarter; thence East along the South line of said Addition a distance of 82.00 feet to the East line of said Southeast Quarter; thence South along the East line of said Southeast Quarter to the point of beginning. Said tract contains 0.19 acres, more or less, excluding existing road right-of-way.

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STATE OF Kansas)
COUNTY OF Sumner) ss:

This instrument was acknowledged before me on 21 December 2018 by

META KAY WENZEL, TRUSTEE, META KAY WENZEL REVOCABLE TRUST.



Kevin P. O'Crowley
Notary Public
My appointment expires: 12-6-20

STATE OF Kansas)
COUNTY OF Sumner) ss:

This instrument was acknowledged before me on 8 January 2019 by

Joe L. Gosch



Kevin P. O'Crowley
Notary Public
My appointment expires: 12-6-20

STATE OF Kansas)
COUNTY OF Sumner) ss:

This instrument was acknowledged before me on 8 January 2019 by

Kathryn K. Gosch



Kevin P. O'Crowley
Notary Public
My appointment expires: 12-6-20

ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 20____.

RECOMMENDED:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

David C. Spears
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
MICHAEL L. FESSINGER
ASST. COUNTY COUNSELOR

KELLY B. ARNOLD, COUNTY CLERK