

**AGREEMENT BETWEEN THE CITY OF BEL AIRE, KANSAS
AND KATHERINE M. JACOBS**

THIS AGREEMENT is entered into this ____ day of February, 2024, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation "Bel Aire," and Katherine M. Jacobs herein referred to as "Jacobs".

WITNESSETH:

WHEREAS, Jacobs has granted and conveyed to the City of Bel Aire a permanent easement for public utilities and road right-of-way, upon, under and above the following tract:

The North 30.00 feet of the South 60.00 feet of the East 1/2 of the SE 1/4 of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas except the East 50.00 feet thereof

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (Utility and Road Right-of-Way Easement)

AND WHEREAS, Jacobs has granted and conveyed to the City of Bel Aire a temporary construction easement for public utilities and road right-of-way, upon, under and above the following tract:

The North 20.00 feet of the South 80.00 feet of the west 200.00 feet of the east 250.00 feet of the East 1/2 of the SE 1/4 of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (Temporary Construction Easement)

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, and to obtain the benefit of shared efficiencies, the parties agree as follows:

1. Bel Aire will reconstruct the drainage ditch along the Grantor's southeast corner to better manage water from the construction project.
 - a. SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (Plan/Drawing to be provided by Garver)
2. Bel Aire will remove the fence running along the south boundary of the subject parcel.
 - a. SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (Plan/Drawing to be provided by Garver)
3. Jacobs will request and use her best good faith efforts to be de-annexed from the City of Kechi.
4. If Jacobs is de-annexed from the City of Kechi, Jacobs will immediately petition to be annexed by the City of Bel Aire and take all steps necessary to accomplish that annexation.

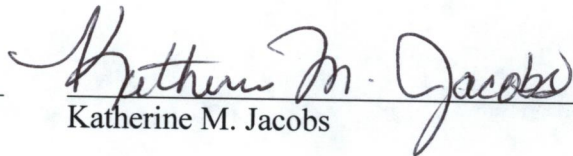
5. Each party will hold, save harmless and indemnify the other, "the protected party", and the officers, agents, servants, and employees of the protected party from liability of any nature or kind arising out of any act or omission relating to the provisions of this agreement to the extent allowable under the Kansas Tort Claims Act. This obligation shall not include claims based on acts or omissions by the protected party, or the agents and/or employees of the protected party.
6. This agreement contains the entire agreement between the parties hereto on this subject matter. No amendment, waiver or modification of this agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.
7. This agreement shall become effective upon approval and signature of all parties and shall continue in force and effect until terminated by either party. The provisions in paragraphs 3 and 4 are not amenable to a remedy in damages, and may be enforced by injunctive relief.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.

CITY OF BEL AIRE, KANSAS

PROPERTY OWNER

Jim Benage, Mayor


Katherine M. Jacobs

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

Agreement, p. 2.

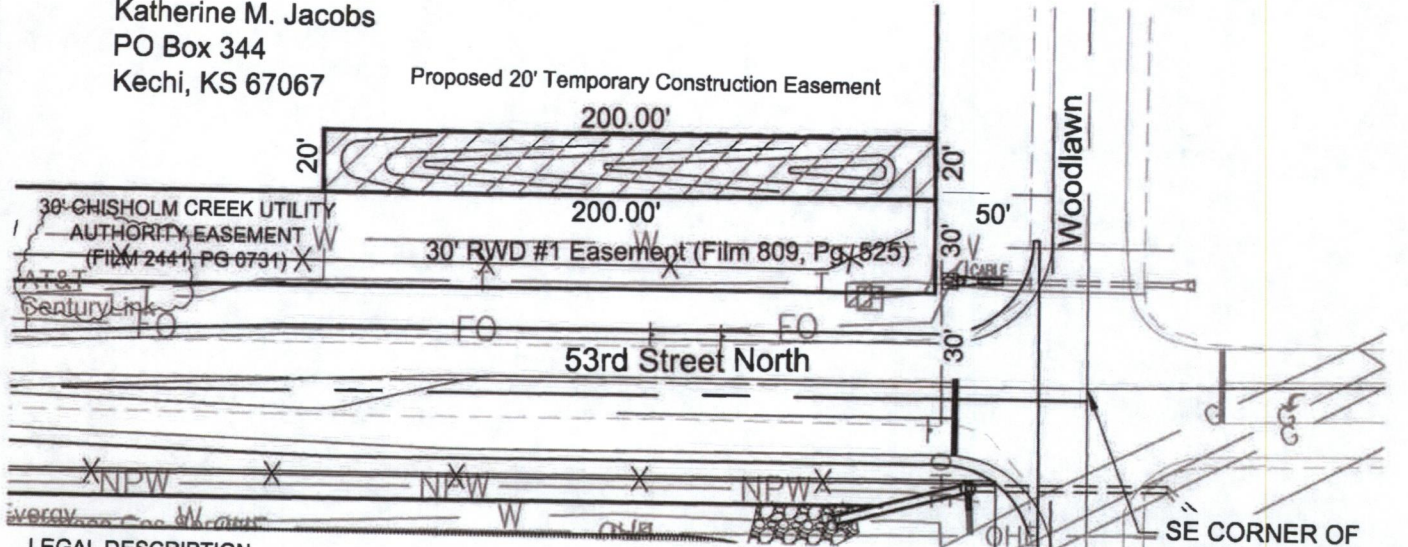
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT #7

Easement Area: 4,000 Sq. Ft.±
0.09 Acres±

Property Address
5737 N. Woodlawn

PIN: 00520956

Katherine M. Jacobs
PO Box 344
Kechi, KS 67067



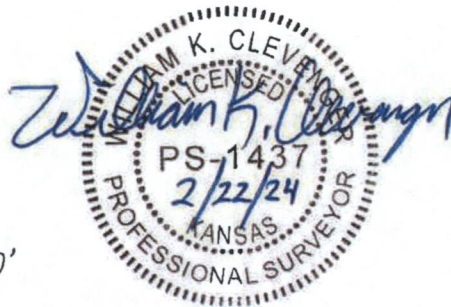
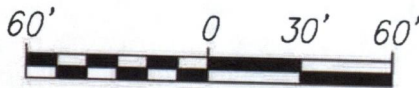
LEGAL DESCRIPTION

THE NORTH 20.00 FEET OF THE SOUTH 80.00 FEET OF THE WEST 200.00 FEET OF THE EAST 250.00 FEET OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, WRITTEN BY WILLIAM K. CLEVINGER, PS-1437 ON FEBRUARY 22, 2024.

SE CORNER OF
THE SE 1/4 OF
SEC. 13, T26S, R1E

= PROPOSED TREE REMOVAL

 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT



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1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET NUMBER **6 of 6**

The space above is reserved for REGISTER of DEEDS

UTILITY and ROAD RIGHT-OF-WAY EASEMENT

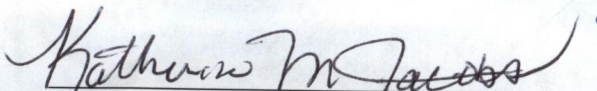
The undersigned, Katherine M Jacobs, an individual and fee simple owner of the real property described below (the "Grantor"), for and in consideration of \$55,000.00 dollars, the receipt of which is hereby acknowledged, and other valuable consideration, does hereby grant and convey to the City of Bel Aire, a municipal corporation within the State of Kansas, and its successors and assigns a permanent easement for public utilities and road right-of-way, upon, under and above the following tract:

The North 30.00 feet of the South 60.00 feet of the East 1/2 of the SE 1/4 of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas except the East 50.00 feet thereof, subject to all existing easements of record.

This is a perpetual easement without expiration for the laying-out, location, construction, reconstruction, repair, maintenance and use of the property for road right of way, utilities and all appurtenant uses, including signage and landscaping.

This grant of a permanent easement is binding upon the current owner and her successors, heirs and assigns. The consideration paid for this permanent easement is full payment for its purchase and includes compensation for all damages, current and future, arising from use of the property as set out above.

Dated this 22nd day of February, 2024.



Grantor, Katherine M Jacobs

Accepted by vote of the City Council on ____ day of _____, 2024.

Jim Benage, Mayor, City of Bel Aire

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 22nd day of February, 2024, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Katherine M Jacobs, a single person, as fee simple owner and Grantor and executed and acknowledged this instrument on the date above first written.

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

Melissa A. Krehbiel
Notary Public

My Commission Expires: 08/28/2026



STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jim Benage, City of Bel Aire, Mayor and executed this instrument and acknowledged it as the authorized act of the City Council on the date above first written.

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

Notary Public

My Commission Expires: _____

The space above is reserved for REGISTER of DEEDS

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made and entered into this ____ day of February, 2024, by and between Katherine M Jacobs, an individual and fee simple owner, herein referred to as "Grantor" and the City of Bel Aire, Kansas, a municipal corporation, located in the County of Sedgwick, State of Kansas, herein referred to as, "Grantee".

Grantor, in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said Grantee, a Temporary Construction Easement for public utilities and road right-of-way (Exhibit A), upon, under and above the following described real estate situated in Sedgwick County, Kansas, to-wit:

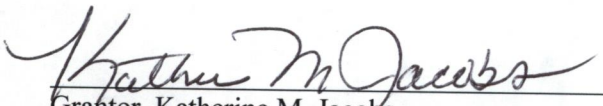
The North 20.00 feet of the South 80.00 feet of the west 200.00 feet of the east 250.00 feet of the East 1/2 of the SE 1/4 of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF
(Plan/Drawing to be provided by Garver)

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of performing all work or associated work on the 53rd Street Project, as described in (Exhibit A) on said Grantor's property.

Said easement shall expire two years after final acceptance of the project by Grantee, or upon written release by Grantee.

Dated this _____ day of February, 2024.


Grantor, Katherine M. Jacobs

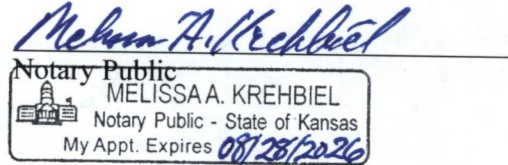
Accepted by vote of the City Council on the _____ day of February, 2024.

Jim Benage, Mayor, City of Bel Aire

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

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My Commission Expires: 08/28/2026

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

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Notary Public

My Commission Expires: _____