SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 3

January 8, 1998

## STAFF REPORT
(Preliminary Plat)

**CASE NUMBER:** S/D 97-97 - OAK KNOLL INDUSTRIAL PARK 2ND ADDITION

**OWNER/APPLICANT:** Carl Chuzy, 555 N. Woodlawn, Bldg. 1, Suite 200, Wichita, KS 67208

**SURVEYOR/ENGINEER:** Professional Engineering Consultants, P.A., c/o Gary Wiley, 303 S. Topeka, Wichita, KS 67202

**LOCATION:** East side of Rock Road, South of Pawnee

**SITE SIZE:** 19 acres

**NUMBER OF LOTS**

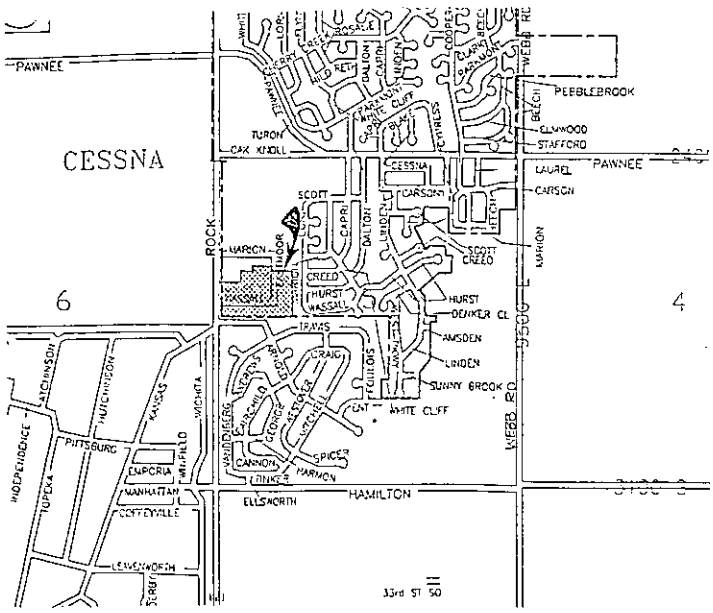
| | |
|---|---|
| Residential: | |
| Office: | |
| Commercial: | |
| Industrial: | 3 |
| Total: | 3 |

**MINIMUM LOT AREA:** 3.0 acres

**CURRENT ZONING:** LI, Limited Industrial

**PROPOSED ZONING:** Same

**VICINITY MAP**



STAFF COMMENTS:

A. **City Engineering** needs to indicate if guarantees are required for municipal services.

B. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning department for recording.

C. On the final plat tracing, since the site is within the City limits of Wichita, the plattor's text shall note that the access controls are being dedicated to the City of Wichita and that the location of the openings are subject to the approval of the City Engineer. The applicant shall guarantee the closure of the driveway opening for Lot 2 located in an area of complete access control.

D. The proposed access easement will need to be established by separate instrument. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.

E. The applicant shall submit an avigational easement covering all of the subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.

F. Lot 2 adjoining Rock Road exceeds the 3-1 lot depth to lot width ratio and a waiver would be required for the approval of this plat.

G. **Traffic Engineering** needs to comment on the need, if any, for improvements to Rock Road.

H. The applicant shall guarantee the paving of the proposed circular turnaround. This paving guarantee shall also provide for sidewalks along Lots 1 and 3 on Eastmoor Circle as required by the sidewalk ordinance.

E. **City Engineering** needs to comment on the status of the applicant's drainage concept. Specifically, are the boundaries of the floodway adequate and are any drainage guarantees required with the platting of this property?

F. The plattor's text in the final plat should contain the standard floodway language.

G. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)

H. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.

I. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-729-0102) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.

J. The applicant is advised that various State and Federal requirements [specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147] for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.

K. Perimeter closure computations shall be submitted with the final plat tracing.

L. Recording of the plat within thirty (30) days after approval by the City Council and/or County Commission.

M. The representatives from the utility companies should be prepared to comment on the need for any additional utility easements to be platted on this property.

N. The applicant is reminded that a disk shall be submitted with the final plat tracing to the Planning Department detailing this plat. This will be used by the City and County GIS Department.

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*  COSURE OAK KNOLL INDUS. 2ND. ADD. 2-19-98 (schez)
d x002
d x002

 ******************************************************************************
         X002          PLAT
 ******************************************************************************
  377                        N      344.3926  E      420.5402  S    0+00
           N 00°07'36.0"W   520.0013 ft
  397                        N      864.3926  E      419.3906  S    5+20.0013
           S 89°59'51.0"E   395.0010 ft
  490                        N      864.3754  E      814.3916  S    9+15.0023
           N 00°07'36.0"W   185.0012 ft
  489                        N     1049.3761  E      813.9826  S   11+00.0035
           S 89°59'51.0"E   200.0005 ft
  488                        N     1049.3674  E     1013.9831  S   13+00.0040
           N 00°07'36.0"W    74.9982 ft
  407                        N     1124.3654  E     1013.8173  S   13+75.0022
           S 89°59'51.0"E   290.0007 ft
  406                        N     1124.3527  E     1303.8180  S   16+65.0029
           S 00°07'36.0"E    84.6615 ft
  487                        N     1039.6915  E     1304.0052  S   17+49.6644
           N 89°52'24.0"E   372.9942 ft
  414                        N     1040.5161  E     1676.9985  S   21+22.6586
           S 00°03'48.6"E   696.1788 ft
  376                        N      344.3377  E     1677.7700  S   28+18.8374
           N 89°59'51.0"W  1257.2298 ft
  377                        N      344.3926  E      420.5402  S   40+76.0672
  LENGTH=     4076.0672 ft  AREA=         831848.4 sf       19.0966 Acres
a p
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**SUBDIVISION COMMITTEE**
**METROPOLITAN AREA PLANNING COMMISSION**

**AGENDA ITEM NO. 4.**

**February 5, 1998**

## STAFF REPORT
**(Final Plat, Preliminary Plat-Approved 01/08/98)**

**CASE NUMBER:** S/D 97-97 - OAK KNOLL INDUSTRIAL PARK 2ND ADDITION

**OWNER/APPLICANT:** Carl Chuzy, 555 N. Woodlawn, Bldg. 1, Suite 200, Wichita, KS 67208

**SURVEYOR/ENGINEER:** Professional Engineering Consultants, P.A., c/o Gary Wiley, 303 S. Topeka, Wichita, KS 67202

**LOCATION:** East side of Rock Road, South of Pawnee

**SITE SIZE:** 19 acres

**NUMBER OF LOTS**

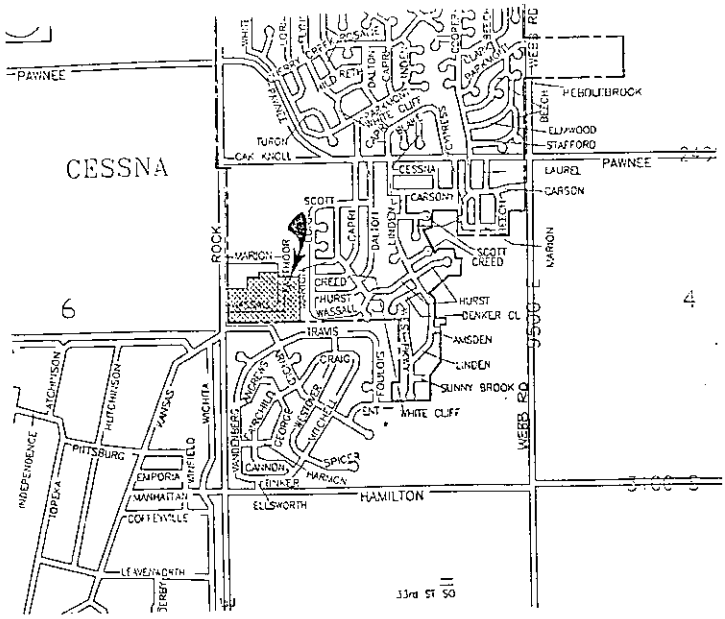
| | |
|---|---|
| Residential: | |
| Office: | |
| Commercial: | |
| Industrial: | 3 |
| Total: | 3 |

**MINIMUM LOT AREA:** 3.0 acres

**CURRENT ZONING:** LI, Limited Industrial

**PROPOSED ZONING:** Same

**VICINITY MAP**



Notes: This replat involves the vacation of a portion of a platted loop street. A turnaround will be installed at the terminus of the existing street.

STAFF COMMENTS:

A. **City Engineering** needs to indicate if guarantees are required for municipal services. ***Any modification of the water line or partial pavement will necessitate a guarantee.***

B. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning department for recording.

C. The applicant shall guarantee the closure of the driveway opening for Lot 2 located in an area of complete access control.

D. The proposed access easement will need to be established by separate instrument. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.

E. The applicant shall submit an avigational easement covering all of the subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.

F. **Traffic Engineering** needs to comment on the need, if any, for improvements to Rock Road.

G. The applicant shall guarantee the paving of the proposed circular turnaround.

H. **City Engineering** needs to comment on the status of the applicant's drainage plan.

I. Based upon the platting binder, property taxes are still outstanding. Before the plat is forwarded to City Council for consideration, proof shall be provided indicating that all applicable property taxes have been paid.

J. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire

Department.)

K. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.

L. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-729-0102) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.

M. The applicant is advised that various State and Federal requirements [specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147] for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.

N. Perimeter closure computations shall be submitted with the final plat tracing.

O. Recording of the plat within thirty (30) days after approval by the City Council and/or County Commission.

P. The representatives from the utility companies should be prepared to comment on the need for any additional utility easements to be platted on this property.

Q. The applicant is reminded that a disk shall be submitted with the final plat tracing to the Planning Department detailing this plat. This will be used by the City and County GIS Department.

**SEDGWICK COUNTY**
**PUBLIC WORKS**

1144 S. SENECA
WICHITA, KANSAS 67213-4443
(316) 383-7901
FAX: (316) 263-9241

**David C. Spears, P.E.**
*Director/County Engineer*

November 3, 1998

Dear Licensee

Enclosed you will find a copy of the executed Utility or Highway Permit 130 & 138 & 137 granted by the County Engineer, authorizing you to locate, construct, operate, maintain, or remove as per the enclosed application within county rights-of-way.

This application is filed in the office of the Director of Public Works, and is subject to the requirements of this office.

Please forward any remittance to Sedgwick County, Public Works, 1144 South Seneca, Wichita, Kansas, 67235, c/o Larry Sanchez.

Upon completion of work please contact Phil Dietrich at 316-383-7901 or fax your response to 316-660-3191 to arrange for a final inspection. Your guarantee and maintenance of construction will remain active until written notification of completion is received.

If you have any questions, please call 383-7901 and ask for Phil Dietrich or Kevin Nash.

PD/KLN/kln

RECEIVED
NOV - 5 1998
CITY - ENGINEERING

Permit No. 130-98 | SEDGWICK COUNTY BUREAU OF PUBLIC SERVICES | Township Gypsum

Road No. 831 - N 1/2 S | UTILITY PERMIT AGREEMENT USE OF PUBLIC ROAD RIGHT-OF-WAY | Com. District No. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 19_____, by and between the Board of County Commissioners of Sedgwick County, Kansas ("County") and City of Wichita/City Engineer's Office ("Licensee")

Address (street/city/zip) 455 N. Main, 7th Floor, Wichita, Kansas 67202

By(print) Vicky R. Huang, P.E. Title Subdivision Engineer

Signature Vicky Huang Date 8/18/98 Phone 268-4236

Job Contractor _____ Contact Person _____

WHEREAS, the Licensee requests permission and authority from the County to perform certain work related to installation, operatio maintenance, or removal of the Licensee's public utility facilities, described as follows (the "Work"):

Remove existing Wassall Street intersection; reconstruct storm sewer; construct new driveway approach approximately 100 feet north; remove curb inlet.

involving road right-of-way in, upon or along Road No. 831 N 1/2 S, Township 28, Range 2E, Section 5, subdivision Oak Knoll Industrial Park 2nd Add Block 1, Lot(s) 2, in Sedgwick County, Kansas.

The estimated start date for the Work is 9/15/98 and the estimated completion date for the Work is 10/31/98. (Refer to Section 8)

NOW, THEREFORE, in consideration of the parties' mutual promises and covenants, it is agreed as follows:

**Section 1. LICENSE GRANTED.** County hereby grants to Licensee a revocable, non-exclusive license to occupy the above-described right-o way for the purposes aforesaid, subject, however, to the covenants and conditions herein contained.

**Section 2. PLANS.** Licensee shall furnish to the Bureau of Public Services one (1) set of comprehensive plans and/or sketches, 8 1/2" x 11" larger, of the proposed Work.

2.1 Plans for utility installations must include a description of the size, type and method of installation for the proposed Work to be located with road right-of-way, and adequate sketches to indicate the location of the proposed Work with respect to the traveled way of the road, the right-of-w lines and, where applicable, the control of access lines.

2.2 Plans for utility work (other than installation) shall include location and method of work, and location of other utility lines in the Work are

**Section 3. MATERIAL AND METHODS.** All requests to perform Work in, upon and along road right-of-way must be approved by the Cour Engineer.

3.1 The Licensee shall furnish all material, perform all labor and pay all costs for the Work.

3.2 All utility installations shall comply with the conditions and requirements of the "Utility Accommodation Policy of the Sedgwick Cour Bureau of Public Services."

3.3 All Work materials and Work construction methods used within the the right-of-way shall be equal to or better than that required by t Kansas Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.

**Section 4. TRAFFIC OBSTRUCTIONS.** Licensee agrees that highway traffic will be free of interference unless specifically provided for a part of this Permit. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

**Section 5. RIGHT-OF-WAY.** Licensee agrees to restore said right-of-way to the condition existing at the date hereof.

5.1 Any sod, shrubs or trees destroyed by the Work shall be replaced as directed by the County Engineer.

5.2 The right-of-way shall be kept free from parking, advertising signs or any other commercial activity.

5.3 The Licensee shall restore the original configuration of all ditches, slopes, embankments and fills within the right-of-way.

**Section 6. MAINTENANCE.** All utility installations shall be properly maintained by the Licensee.

**Section 7. BOND.** (Check either 7.1 or 7.2)

7.1_____ A check or other suitable bond, in the amount of $_____ made payable to Sedgwick County, shall be deposited with this Permit to guarantee satisfactory performance of the Work and of the conditions of this Permit.

7.2_____ A standing bond has been filed with the Bureau of Public Services and approved by the County Counselor in the amount of $_____.

7.3 Licensee covenants and agrees that the foregoing bond will be conditioned on Licensee's proper performance of the Work and of the conditions of this Permit; and County covenants and agrees that said bond will be released upon such proper performance.

**Section 8. INITIATION AND COMPLETION OF WORK.** Licensee AGREES TO NOTIFY THE COUNTY ENGINEER AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the County Engineer. Licensee will at all times comply with and abide by all rules, notices and regulations of the County Engineer.

8.1 The Work, including right-of-way restoration, shall be completed within one hundred twenty (120) calendar days of County's approval date of this Permit; and if the Work is not so timely completed this Permit shall be deemed revoked and the bond hereunder shall be forfeited.

8.2 An approved signed copy of this Permit shall be on the premises before and during the period any Work is performed.

**Section 9. LIABILITY.** The Licensee hereby assumes all risk for liability for damages that may occur to persons or property on account of the Work; and the Licensee does hereby indemnify and hold the County harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Licensee's occupation of the right-of-way hereunder.

9.1 The Licensee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the County from all liability and damages on account of injuries to workers, as provided by law, and to protect the County from all liability and damages occasioned by the Work.

9.2 The Licensee agrees to file with the County Engineer, prior to the granting of this Permit, "Certificates of Insurance" or other satisfactory evidence to show that Licensee carries Worker's Compensation Insurance, Employer's Liability Insurance, Standard Form Comprehensive Public Liability and Property Damage Insurance, and Comprehensive Automobile Owned, Non-owned and Hired Insurance as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverages are to be $500,000.00.

9.3 All insurance coverages shall name the County as an additional insured and shall require the insurer to notify the County Clerk at least thirty (30) days in advance of any cancellation or change in insurance coverages.

9.5 Insurance as herein required shall be maintained in force until final release of the Licensee by the County Engineer from all obligations under the terms of the Permit. Said insurance contract shall cover claims for such length of time as said claims are permitted by law.

**Section 10. ROAD IMPROVEMENTS.** Licensee recognizes that the County may from time to time deem it necessary or proper to make alterations or improvements in and upon the above-described road right-of-way and that the County has sole discretion to determine the nature and extent of such alterations or improvements. Licensee further recognizes that such County works may require the alteration or relocation of the Work hereunder. Licensee therefore covenants and agrees that, within a reasonable time after written notice from the County Engineer and without cost or expense to the County, Licensee will alter, reconstruct and relocate the Work as directed by the County Engineer. Licensee further covenants and agrees to indemnify and hold the County harmless from any and all liability and damages occasioned by said alteration, reconstruction and and relocation.

10.1 Licensee covenants and agrees that the Work will be conducted in such a manner as not to interfere with County construction, improvement or maintenance in the said road right-of-way.

10.2 Licensee SHALL BE AND IS HEREBY RESPONSIBLE FOR LOCATING AND SAFEGUARDING ANY EXISTING UTILITY LINES WITHIN THE PROJECT AREA IN ACCORDANCE WITH K.S.A. 1993 Supp 66-1801, *et seq.*.

**Section 11. ASSIGNMENT.** This Permit, and the rights, duties and liabilities incidental hereto, may not be assigned or otherwise transferred by the Licensee without the consent of the County.

APPROVED THIS 28TH DAY OF September, 1998.

RECOMMENDED:

David C. Spears

DAVID C. SPEARS, P.E., DIRECTOR,
BUREAU OF PUBLIC SERVICES/COUNTY ENGINEER

Permit No. 130-98

Road No. 831 - N 1/2 S

**SEDGWICK COUNTY BUREAU OF PUBLIC SERVICES**

**UTILITY PERMIT AGREEMENT**
**USE OF PUBLIC ROAD RIGHT-OF-WAY**

Township Gypsum

Com. District No.

THIS AGREEMENT, made and entered into this _____ day of _____, 19_____, by and between the Board of County Commissioners of Sedgwick County, Kansas ("County") and City of Wichita/City Engineer's Office ("Licensee")

Address (street/city/zip) 455 N. Main, 7th Floor, Wichita, Kansas 67202

By(print) Vicky R. Huang, P.E. Title Subdivision Engineer

Signature Vicky Huang Date 8/18/98 Phone 268-4236

Job Contractor _____ Contact Person _____

WHEREAS, the Licensee requests permission and authority from the County to perform certain work related to installation, operation, maintenance, or removal of the Licensee's public utility facilities, described as follows (the "Work"):

Remove existing Wassall Street intersection; reconstruct storm sewer; construct new driveway approach approximately 100 feet north; remove curb inlet.

involving road right-of-way in, upon or along Road No. 831 N 1/2 S, Township 28, Range 2E, Section 5, or subdivision Oak Knoll Industrial Park 2nd Add Block 1, Lot(s) 2, in Sedgwick County, Kansas.

The estimated start date for the Work is 9/15/98 and the estimated completion date for the Work is 10/31/98.
(Refer to Section 8)

NOW, THEREFORE, in consideration of the parties' mutual promises and covenants, it is agreed as follows:

**Section 1. LICENSE GRANTED.** County hereby grants to Licensee a revocable, non-exclusive license to occupy the above-described right-of-way for the purposes aforesaid, subject, however, to the covenants and conditions herein contained.

**Section 2. PLANS.** Licensee shall furnish to the Bureau of Public Services one (1) set of comprehensive plans and/or sketches, 8 1/2" x 11" or larger, of the proposed Work.

2.1 Plans for utility installations must include a description of the size, type and method of installation for the proposed Work to be located within road right-of-way, and adequate sketches to indicate the location of the proposed Work with respect to the traveled way of the road, the right-of-way lines and, where applicable, the control of access lines.

2.2 Plans for utility work (other than installation) shall include location and method of work, and location of other utility lines in the Work area.

**Section 3. MATERIAL AND METHODS.** All requests to perform Work in, upon and along road right-of-way must be approved by the County Engineer.

3.1 The Licensee shall furnish all material, perform all labor and pay all costs for the Work.

3.2 All utility installations shall comply with the conditions and requirements of the "Utility Accommodation Policy of the Sedgwick County Bureau of Public Services."

3.3 All Work materials and Work construction methods used within the the right-of-way shall be equal to or better than that required by the Kansas Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.

**Section 4. TRAFFIC OBSTRUCTIONS.** Licensee agrees that highway traffic will be free of interference unless specifically provided for as a part of this Permit. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

**Section 5. RIGHT-OF-WAY.** Licensee agrees to restore said right-of-way to the condition existing at the date hereof.

5.1 Any sod, shrubs or trees destroyed by the Work shall be replaced as directed by the County Engineer.

5.2 The right-of-way shall be kept free from parking, advertising signs or any other commercial activity.

5.3 The Licensee shall restore the original configuration of all ditches, slopes, embankments and fills within the right-of-way.

**Section 6. MAINTENANCE.** All utility installations shall be properly maintained by the Licensee.

**Section 7. BOND.** (Check either 7.1 or 7.2)

7.1____ A check or other suitable bond, in the amount of $_____ made payable to Sedgwick County, shall be deposited with this Permit to guarantee satisfactory performance of the Work and of the conditions of this Permit.

7.2_____ A standing bond has been filed with the Bureau of Public Services and approved by the County Counselor in the amount of $_____.

7.3 Licensee covenants and agrees that the foregoing bond will be conditioned on Licensee's proper performance of the Work and of the conditions of this Permit; and County covenants and agrees that said bond will be released upon such proper performance.

**Section 8. INITIATION AND COMPLETION OF WORK.** Licensee AGREES TO NOTIFY THE COUNTY ENGINEER AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the County Engineer. Licensee will at all times comply with and abide by all rules, notices and regulations of the County Engineer.

8.1 The Work, including right-of-way restoration, shall be completed within one hundred twenty (120) calendar days of County's approval date of this Permit; and if the Work is not so timely completed this Permit shall be deemed revoked and the bond hereunder shall be forfeited.

8.2 An approved signed copy of this Permit shall be on the premises before and during the period any Work is performed.

**Section 9. LIABILITY.** The Licensee hereby assumes all risk for liability for damages that may occur to persons or property on account of the Work; and the Licensee does hereby indemnify and hold the County harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Licensee's occupation of the right-of-way hereunder.

9.1 The Licensee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the County from all liability and damages on account of injuries to workers, as provided by law, and to protect the County from all liability and damages occasioned by the Work.

9.2 The Licensee agrees to file with the County Engineer, prior to the granting of this Permit, "Certificates of Insurance" or other satisfactory evidence to show that Licensee carries Worker's Compensation Insurance, Employer's Liability Insurance, Standard Form Comprehensive Public Liability and Property Damage Insurance, and Comprehensive Automobile Owned, Non-owned and Hired Insurance as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverages are to be $500,000.00.

9.3 All insurance coverages shall name the County as an additional insured and shall require the insurer to notify the County Clerk at least thirty (30) days in advance of any cancellation or change in insurance coverages.

9.5 Insurance as herein required shall be maintained in force until final release of the Licensee by the County Engineer from all obligations under the terms of the Permit. Said insurance contract shall cover claims for such length of time as said claims are permitted by law.

**Section 10. ROAD IMPROVEMENTS.** Licensee recognizes that the County may from time to time deem it necessary or proper to make alterations or improvements in and upon the above-described road right-of-way and that the County has sole discretion to determine the nature and extent of such alterations or improvements. Licensee further recognizes that such County works may require the alteration or relocation of the Work hereunder. Licensee therefore covenants and agrees that, within a reasonable time after written notice from the County Engineer and without cost or expense to the County, Licensee will alter, reconstruct and relocate the Work as directed by the County Engineer. Licensee further covenants and agrees to indemnify and hold the County harmless from any and all liability and damages occasioned by said alteration, reconstruction and and relocation.

10.1 Licensee covenants and agrees that the Work will be conducted in such a manner as not to interfere with County construction, improvement or maintenance in the said road right-of-way.

10.2 Licensee SHALL BE AND IS HEREBY RESPONSIBLE FOR LOCATING AND SAFEGUARDING ANY EXISTING UTILITY LINES WITHIN THE PROJECT AREA IN ACCORDANCE WITH K.S.A. 1993 Supp 66-1801, *et seq.*.

**Section 11. ASSIGNMENT.** This Permit, and the rights, duties and liabilities incidental hereto, may not be assigned or otherwise transferred by the Licensee without the consent of the County.

APPROVED THIS 28TH DAY OF September, 19 98.

RECOMMENDED:

David C. Spears

DAVID C. SPEARS, P.E., DIRECTOR,
BUREAU OF PUBLIC SERVICES/COUNTY ENGINEER