

July 18, 2007

Bo Newsom  
2106 Greenbrier Drive  
Lawrence, Kansas 66047

Brad Parsons  
2104 Greenbrier Drive  
Lawrence, Kansas 66047

Philip Ciesielski  
Utility Engineer  
City of Lawrence Utility Dept.  
720 W 3<sup>rd</sup> Street  
Lawrence, KS 66047

RE: Greenbrier Addition Sanitary Sewer Variance Request

Mr. Ciesielski:

I am writing to request an exception to Section 19-214, Sections B and C of the City Code. I am requesting that the existing sanitary sewer services that are in place to serve 2104 and 2106 Greenbrier be permitted to remain although they do not meet these sections of the current code.

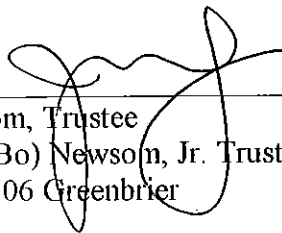
Some background; I built my home, and that of my neighbor, Brad Parsons, in 1986. Sewers in this subdivision were designed and built in 1981 but our lot was only served with a 6" sanitary sewer stub, as were all others lots on our side of the street in our neighborhood. I was instructed by the plumbing inspector, Harley Gover, at the time of construction of the homes, to extend the stub with 6" pvc in the right of way to service both homes. This work was installed and inspected in 1986 and has been working maintenance-free since that time.

I now wish to build a new house next door on my vacant land and have submitted a minor subdivision replat, Greenbrier Addition, to that end. However, to comply with the current code I would have to replace existing sanitary sewer services by installing approximately 170 feet of sewer main in rock, install a manhole, install 2 new 4" house services, dig up a new driveway, disturb 2 irrigation systems and an invisible fence, and remove a 20 year old 14" pear tree. All this to replace a system that is working fine, was installed properly with materials still being utilized to this day and inspected by the City at the time it was constructed.

I have attached an agreement that runs with the land and acknowledges that the maintenance on these sewer services to the existing homes at 2104 and 2106 Greenbrier Dr. is the responsibility of the owners of these homes and not the city, sets forth proper notice, and delineates individual responsibilities with respect to service and maintenance of these existing sewer services.

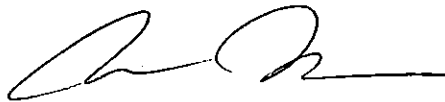
We would appreciate your favorable consideration of this matter.

Sincerely,



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Bo Newsom, Trustee  
John W. (Bo) Newsom, Jr. Trust  
Owner, 2106 Greenbrier



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Brad Parsons  
2104 Greenbrier Dr.

## SANITARY SEWER SERVICE LINE AGREEMENT

THIS SANITARY SEWER SERVICE LINE AGREEMENT (this "Agreement") is made and entered into as of the 18 day of July, 2007, by and between JOHN W. (BO) NEWSOM, JR., Trustee under The John W. (Bo) Newsom, Jr. Trust, dated October 27, 2004 ("Newsom") and BRAD L. PARSONS a/k/a Brad Parsons, a single person ("Parsons").

### RECITALS

A. Newsom is the fee simple owner of certain real property situated in the City of Lawrence, Douglas County, Kansas, legally described as:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, GOLF CLUB NO. 2 SUBDIVISION; THENCE N 24 DEG 23' 01" W, A DISTANCE OF 81.23 FEET TO THE POINT OF BEGINNING; THENCE N24DEG23'01"W ALONG THE SOUTHWEST LINE OF SAID LOT, A DISTANCE OF 76.90 FEET; THENCE N 65 DEG 35' 11" E, A DISTANCE OF 213.35 FEET; THENCE S 23 DEG 25' 07" E, A DISTANCE OF 76.91 FEET; THENCE S 65 DEG 35'11" W, A DISTANCE OF 212.06 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS

(the "Newsom Lot").

B. Parsons is the fee simple owner of certain real property situated in the City of Lawrence, Douglas County, Kansas, legally described as:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GOLF CLUB NO. 2 SUBDIVISION; THENCE N 67 DEG 48' 22" E ALONG THE NORTHWEST LINE OF SAID LOT, A DISTANCE OF 217.61 FEET; THENCE S 23 DEG 25' 07" E, A DISTANCE OF 130.32 FEET; THENCE S 65 DEG 35' 11" W, A DISTANCE OF 213.35 FEET; THENCE N 24 DEG 23' 01" W, A DISTANCE OF 91.33 FEET; THENCE ON CURVE TO LEFT WITH A RADIUS OF 592.98 FEET, AN ARC LENGTH OF 47.44 FEET, TO THE POINT OF BEGINNING, ALL IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS

(the "Parsons Lot").

C. Newsom and Parsons desire to enter into this Agreement to provide for the maintenance, repair, and replacement of a sanitary sewer line that services the residences located on the Newsom Lot and the Parsons Lot and connects both residences to the City of Lawrence public sanitary sewer system.

## TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Newsom and Parsons hereby grant, covenant and agree as follows:

1. **Representation and Warranty.** Newsom and Parsons each represent and warrant that they are single persons and have full right and authority to enter into this Agreement and convey the rights and assume the obligations of this Agreement. In addition, Newsom represents and warrants that, (i) The John W. (Bo) Newsom, Jr. Trust, dated October 27, 2004 (the "**Trust**") is in full force and effect, and has not been amended or revoked, and (ii) Newsom is the sole duly appointed and acting Trustee of the Trust.

2. **Shared Sanitary Sewer Service Line.** The parties agree to share one 6-inch sanitary service line to serve the residence located on the Parsons Lot and the residence located on the Newsom Lot and connects the residences to the City of Lawrence public sanitary sewer system. Parsons shall be responsible for replacement, service, and repairs to the sanitary sewer service line at the junction of the service lines coming from the respective residences and upstream of such junction to the residence located on the Parsons Lot. Newsom shall be responsible for replacement, service, and repairs to the sanitary sewer service line at the junction of the service lines coming from the respective residences and upstream of the junction to the residence located on the Newsom Lot. In addition, Newsom shall be responsible for replacement, service, and repairs downstream of such junction to the point where the shared sanitary sewer service line connects to the City of Lawrence public sanitary sewer system.

3. **Grant of Easement.** Newsom grants and conveys to Parsons a non-exclusive easement over and across a portion of the Newsom Lot, with the right to replace, service, and repair an underground sanitary sewer service line (6 inches or smaller in diameter) to connect the residence located on the Parsons Lot to the City of Lawrence public sanitary sewer system. The easement hereby granted shall not exceed 15 feet in width either side of the center line of the currently existing and laid sanitary sewer service line. Parsons and all subsequent owners of the Parsons Lot shall provide a minimum of 24 hours notice to Newsom or any subsequent owner of the Newsom Lot before commencing any replacement, service, or repair work of the sanitary sewer service line located on the Newsom Lot. In addition, Parsons and all subsequent owners of the Parsons Lot agree not to disrupt access to the house or garage located on the Newsom Lot for more than 24 hours and agree to repair or replace any concrete, lawn, landscaping, utility lines, sprinkler lines, invisible fence lines, turf, and other items located on the Newsom Lot which are damaged or disturbed as a result of any replacement, service, or repairs to the sanitary sewer service

line, returning the damaged or disturbed items to the same or better condition that existed prior to the damage or disruption. This easement is a non-exclusive easement and Newsom shall have the right to use and enjoy the portion of the Newsom Lot encumbered by this easement, provided that such use shall not unreasonably interfere with or jeopardize the use, maintenance, repair, and operation of the sanitary sewer service line.

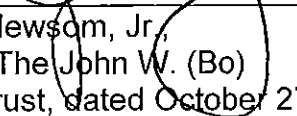
4. **No City Responsibility for Service Lines.** Newsom and Parsons acknowledge that installation, service, or repair work to the 6 inch or smaller sanitary sewer service line located on either the Parsons Lot or the Newsom Lot, which connects the residences located on the Parsons Lot (2104 Greenbrier) and the Newsom Lot (2106 Greenbrier) to the City of Lawrence public sanitary sewer system, is the individual responsibility of the owners of the Parsons Lot and the Newsom Lot, as the case may be, and not the responsibility of the City of Lawrence.

5. **Duration.** This Agreement shall be perpetual in duration.

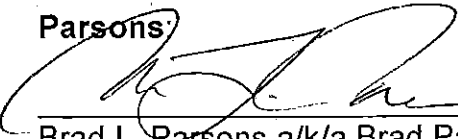
6. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto, their employees, cotenants, tenants, licensees, agents and invitees, and shall inure to the benefit of their heirs, successors and assigns, including, without limitation, future owners of all or any portion of the Parsons Lot and Newsom Lot, and shall "run with the land." References in this Agreement to Newsom shall refer to all future owners of the Newsom Lot, and references to Parsons shall refer to all future owners of the Parsons Lot. No owner of the Parsons Lot or the Newsom Lot shall be responsible for obligations accruing under this Agreement after transferring ownership of their respective Lot to another party.

IN WITNESS WHEREOF, the parties hereto, intending to be fully and absolutely bound hereby, have executed this Agreement as of the day and year first above written.

**Newsom:**

  
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John W. (Bo) Newsom, Jr.,  
Trustee under The John W. (Bo)  
Newsom, Jr. Trust, dated October 27, 2004

**Parsons:**

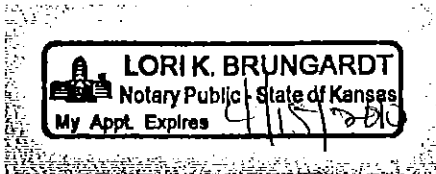
  
\_\_\_\_\_  
Brad L. Parsons a/k/a Brad Parsons

ACKNOWLEDGMENT

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF DOUGLAS   )

BE IT REMEMBERED, that on this 18 day of July, 2007, before me, the undersigned, a notary public in and for said county and state, came JOHN W. (BO) NEWSOM, JR., Trustee under The John W. (Bo) Newsom, Jr. Trust, dated October 27, 2004, personally known to me to be the same person who executed the foregoing instrument, and duly acknowledged 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.

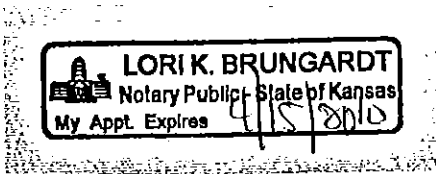


Lori K. Brungardt  
Notary Public  
My appointment expires: 4/15/2010

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF DOUGLAS   )

BE IT REMEMBERED, that on this 18 day of July, 2007, before me, the undersigned, a notary public in and for said county and state, came BRAD L. PARSONS, personally known to me to be the same person who executed the foregoing instrument, and duly acknowledged 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.



Lori K. Brungardt  
Notary Public  
My appointment expires: 4/15/2010