

SANITARY SEWER LINE EASEMENT AGREEMENT

This Sanitary Sewer Line Easement Agreement is made this ____ day of _____, 201_, by and between RCP, LLC, a Kansas limited liability company ("Grantor"), and the City of Lawrence, Kansas, a municipal corporation ("Grantee").

RECITALS

- A.** Grantee, is the holder of certain easements and rights-of-way (the "Platted Easements") as dedicated by the plat of that real property, commonly known as Rock Chalk Park, 6100 Rock Chalk Drive, Lawrence, Douglas County, Kansas ("the subject property"), and bearing the following legal description, to-wit:

Rock Chalk Park, Addition No. 1, Lot 1, a subdivision of the City of Lawrence, Douglas County, Kansas;

- B.** Grantee is the temporary surety holder of title to the subject property, as recorded by the Office of the Register of Deeds for Douglas County, Kansas, in Book 1108, at Pages 3475-3476, pursuant to the issuance of Industrial Revenue Bonds for the construction of Rock Chalk Park that is located on the subject property; and
- C.** Grantor and Grantee hereby acknowledge that an additional sanitary sewer line (together with replacements thereof, the "Sanitary Sewer Line") is needed beyond any that has been or can be installed in the Platted Easements in order to serve structures and other improvements on the subject property and that, by way of this instrument, Grantor and Grantee seek to ensure that the Sanitary Sewer Line is located in a public easement, whether in the Platted Easements or the one granted herein.

AGREEMENT

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1.** For and in consideration of the sum of **One Dollar and No Cents (\$1.00)** and other good and valuable consideration, Grantor hereby grants, sells, conveys and delivers unto Grantee a permanent and perpetual easement for the construction, installation, and maintenance of the Sanitary Sewer Line, in, over, under, and through the subject property, at the locations depicted and legally described in Exhibit A, which is hereby adopted and incorporated herein by reference (the "Sanitary Sewer Line Easement"); provided that the Grantee also may locate portions of the Sanitary Sewer Line (and other utilities provided for in the plat of the subject property) in the Platted Easements or some combination thereof.

2. Grantee shall have the right of ingress and egress upon the above described Sanitary Sewer Line Easement for the purpose of maintaining, repairing, or replacing the Sanitary Sewer Line and to otherwise make all uses of said Sanitary Sewer Line Easement and do all things necessary or proper for the use of said Sanitary Sewer Line Easement for the Sanitary Sewer Line.
3. Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of the Sanitary Sewer Line Easement for the purposes herein stated or with the Grantee's right of use of the Platted Easements for the purposes provided for in the plat of the subject property.
4. The Undersigned warrant that they have good and lawful right to execute this Sanitary Sewer Line Easement Agreement and will forever defend the title to the property included within the Sanitary Sewer Line Easement.
5. This Sanitary Sewer Line Easement Agreement is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.
6. Nothing in this Sanitary Sewer Line Easement Agreement is intended to modify or affect the rights of the Grantee to use the Platted Easements in the manner permitted under the plat of the subject property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Sanitary Sewer Line Easement Agreement to be executed as of the date noted above.

GRANTOR:
RCP, LLC, a Kansas limited liability company

By: The Kansas University Endowment Association, a Kansas not for profit corporation, its sole member

By: 
Name: DALE SEUFFERLING
Title: PRESIDENT

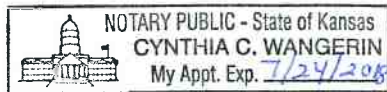
ACKNOWLEDGMENT


THE STATE OF KANSAS)
) SS:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 29th day of December, 2015, before me the undersigned, a notary public in and for the County and State aforesaid, came Dale Seufferling, as President of The Kansas University Endowment Association, a Kansas not for profit corporation, as the sole member of RCP, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

(SEAL)




Notary Public

My Appointment Expires: July 24, 2018

**GRANTEE: CITY OF LAWRENCE,
KANSAS, a municipal corporation**

Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 201__, before me the undersigned, a notary public in and for the County and State aforesaid, came _____, as _____ of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

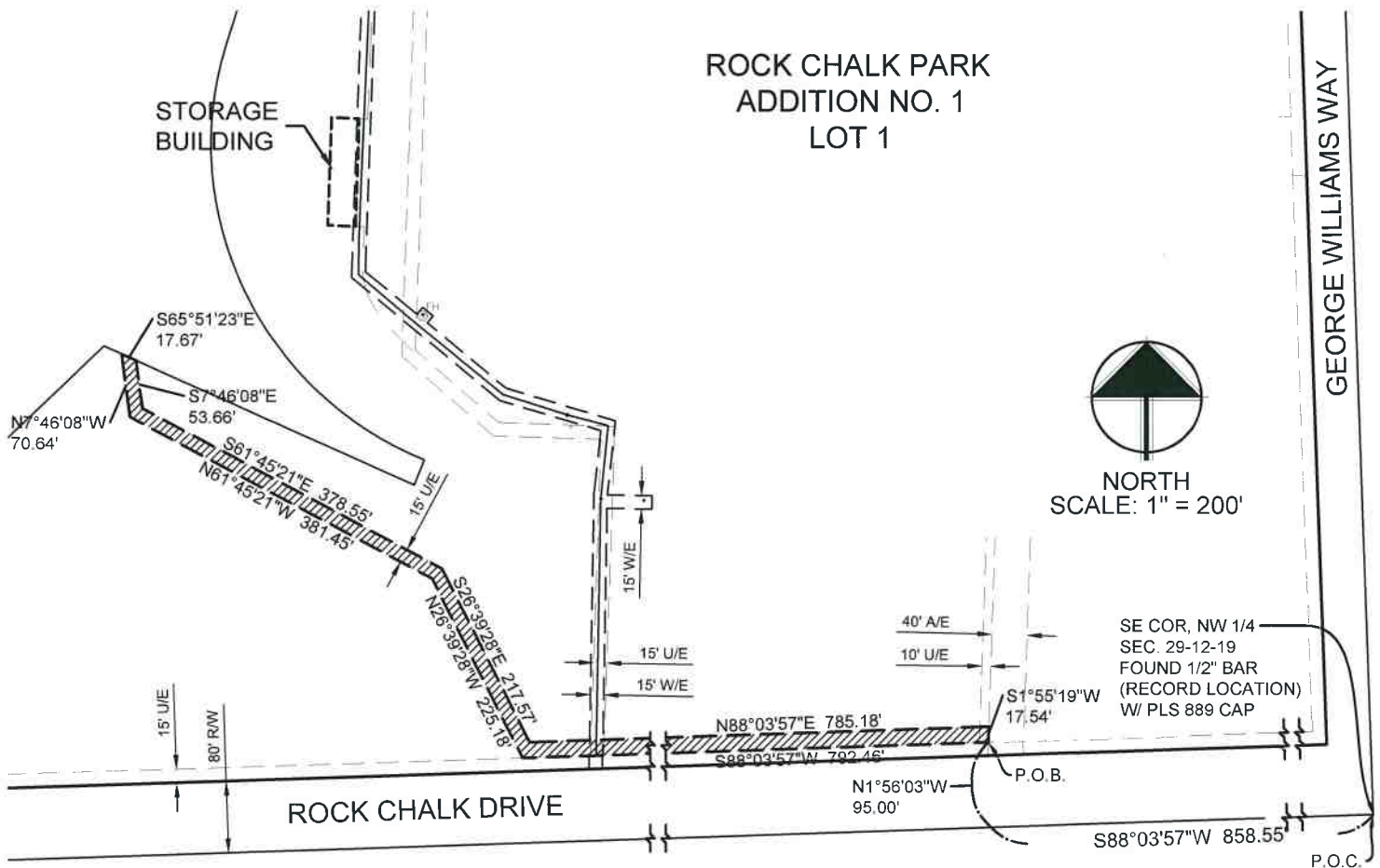
(SEAL)

Notary Public

My Appointment Expires: _____

"EXHIBIT A"

ROCK CHALK PARK
ADDITION NO. 1
LOT 1



LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT:

A PORTION OF LOT 1, ROCK CHALK PARK ADDITION NO. 1 OF LAND IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN IN DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION, THENCE ON A MEASURED BEARING OF SOUTH 88°03'57" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 858.55 FEET; THENCE NORTH 01°56'03" WEST, A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH LINE OF A 15' UTILITY EASEMENT IMMEDIATELY NORTH OF ROCK CHALK DRIVE;

THENCE SOUTH 88°03'57" WEST ALONG THE NORTH LINE OF SAID 15' UTILITY EASEMENT, A DISTANCE OF 792.46 FEET;

THENCE NORTH 26°39'28" WEST, A DISTANCE OF 225.18 FEET;

THENCE NORTH 61°45'21" WEST, A DISTANCE OF 381.45 FEET;

THENCE NORTH 07°46'08" WEST, A DISTANCE OF 70.64 FEET, SAID POINT BEING LOCATED ON THE PROPERTY LINE OF LOT 1 OF SAID SUBDIVISION;

THENCE SOUTH 65°51'23" EAST ALONG SAID PROPERTY LINE, A DISTANCE OF 17.67 FEET;

THENCE SOUTH 07°46'08" EAST, A DISTANCE OF 53.66 FEET;

THENCE SOUTH 61°45'21" EAST, A DISTANCE OF 378.55 FEET;

THENCE SOUTH 26°39'28" EAST, A DISTANCE OF 217.57 FEET, TO A POINT LOCATED 112.50 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION;

THENCE NORTH 88°03'57" EAST, A DISTANCE OF 785.18 FEET, TO A POINT LOCATED ON THE WEST LINE OF A 40' ACCESS EASEMENT;

THENCE SOUTH 01°55'19" WEST ALONG THE WEST LINE OF SAID 40' ACCESS EASEMENT, A DISTANCE OF 17.54 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.545 ACRES, MORE OR LESS.



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