

**AMENDED AND RESTATED  
SANITARY SEWER UTILITY EASEMENT**

**THE UNDERSIGNED GRANTORS** are the owners of record of that real property ("the subject property") commonly known as 1519 West 23rd Street, Lawrence, Douglas County, Kansas, and bearing the following legal description, to-wit:

The North 332 feet of Lot 1, less the East 5 feet thereof; and the East 5 feet of the North 332 feet of Lot 2, Block 1, Southridge Addition No. 2, an Addition to the City of Lawrence, Douglas County, Kansas.

This Easement amends and restates in its entirety that certain *Sanitary Sewer Utility Easement* dated September 28, 2018 and recorded in the Office of the Register of Deeds of Douglas County, Kansas in Book 1162, beginning on page 1679.

**THE UNDERSIGNED GRANTORS**, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which has been acknowledged, hereby grant, sell, convey, and deliver unto the City of Lawrence, Kansas, a municipal corporation ("Grantee"), a permanent and perpetual Easement in, over, under, and through a portion of the subject property for the construction, installation, access to, and maintenance of sanitary sewer utilities and attendant facilities, said Easement being located fifteen (15) feet, centered on the existing sanitary sewer line, the location of which is depicted on Exhibit A, affixed hereto and, by reference, incorporated herein.

In accordance with the limitations set forth below, Grantee shall have the right of ingress and egress upon the above-described Easement for the purpose of maintaining, repairing, restoring, or replacing the sanitary sewer utilities and attendant facilities located therein and otherwise to make all uses of said Easement and do all things necessary or proper for the use of said Easement for the location of sanitary sewer utilities and related facilities.

As shown on Exhibit A, the sanitary sewer utilities run, in part, under the structure currently located on the subject property. The parties acknowledge and agree that, where the sanitary sewer utilities pass underneath the structure, as shown on Exhibit A hereto, the width of the Easement shall be eighteen (18) inches, centered on the sanitary sewer line, and the Easement shall only exist below the surface. If access to that portion of the Easement is required, then Grantee agrees to use, if possible, below-surface, in-line construction techniques, such as a cured-in-place/burst-in-place replacement, boring, or similar methods, to maintain, repair, restore, or replace the sanitary sewer utilities. If below-surface techniques are not possible or are not the best practice for maintenance, reparation, restoration, or replacement, then Grantee, at its sole discretion, and at its sole cost and expense, may choose to relocate said sanitary sewer utilities to another location and Grantors agree, at their sole cost and expense, to grant to Grantee all necessary easements to accomplish the same.

The parties also acknowledge and agree that the current use of the subject property is as described in Site Plan No. SP-18-00356, approved by the City of Lawrence. In the event that Grantors shall in the future develop the existing property to the extent that the City Code, as amended, requires a new Site Plan and approval for the development, then Grantors shall, upon Grantee's written request, at Grantors' sole cost and expense, relocate the existing sanitary sewer utilities so that they are not located under the existing, renovated, or new structure, and agrees herein to provide Grantee with a sufficient easement over the subject property for the purposes of maintaining, repairing, restoring, or replacing said relocated sanitary sewer utilities and attendant facilities.

Except for the existing structure depicted on Exhibit A, Grantors shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement, in accordance with the limitations herein prescribed, and for the purposes herein stated.

**[Balance of Page Intentionally Left Blank – Signature Pages Follow]**

**THIS GRANT AND CONVEYANCE** is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the Grantors and the Grantee.

**DATED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

**WESTGATE, L.C.,**  
a Kansas limited liability company  
*as to a 71% undivided interest*

By: \_\_\_\_\_  
Timothy B. Fritzel, President

**ACKNOWLEDGMENT**

STATE OF KANSAS        )  
  )  
COUNTY OF DOUGLAS    )        ss:

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Timothy B. Fritzel, President of Westgate, L.C., 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 TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Signature Page – Continued

**GRANTOR:**

**RADOL, L.C.,**  
a Kansas limited liability company  
*as to a 25.375% undivided interest*

By: \_\_\_\_\_  
Steven B. Schwada, Manager

**ACKNOWLEDGMENT**

STATE OF KANSAS        )  
                                  )  
COUNTY OF DOUGLAS    )        ss:

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Steven B. Schwada, Manager of Radol, L.C., 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 TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Signature Page – Continued

**GRANTOR:**

\_\_\_\_\_  
Russell L. Tuckel, Jr.  
*as to a 3.625% undivided interest*

**ACKNOWLEDGMENT**

STATE OF KANSAS        )  
                                  )  
COUNTY OF DOUGLAS    )        ss:

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Russell L. Tuckel, Jr., 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 his voluntary act and deed.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

Signature Page – Continued

**GRANTEE:**

**CITY OF LAWRENCE, KANSAS**

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF KANSAS        )  
  )  
COUNTY OF DOUGLAS    )        ss:

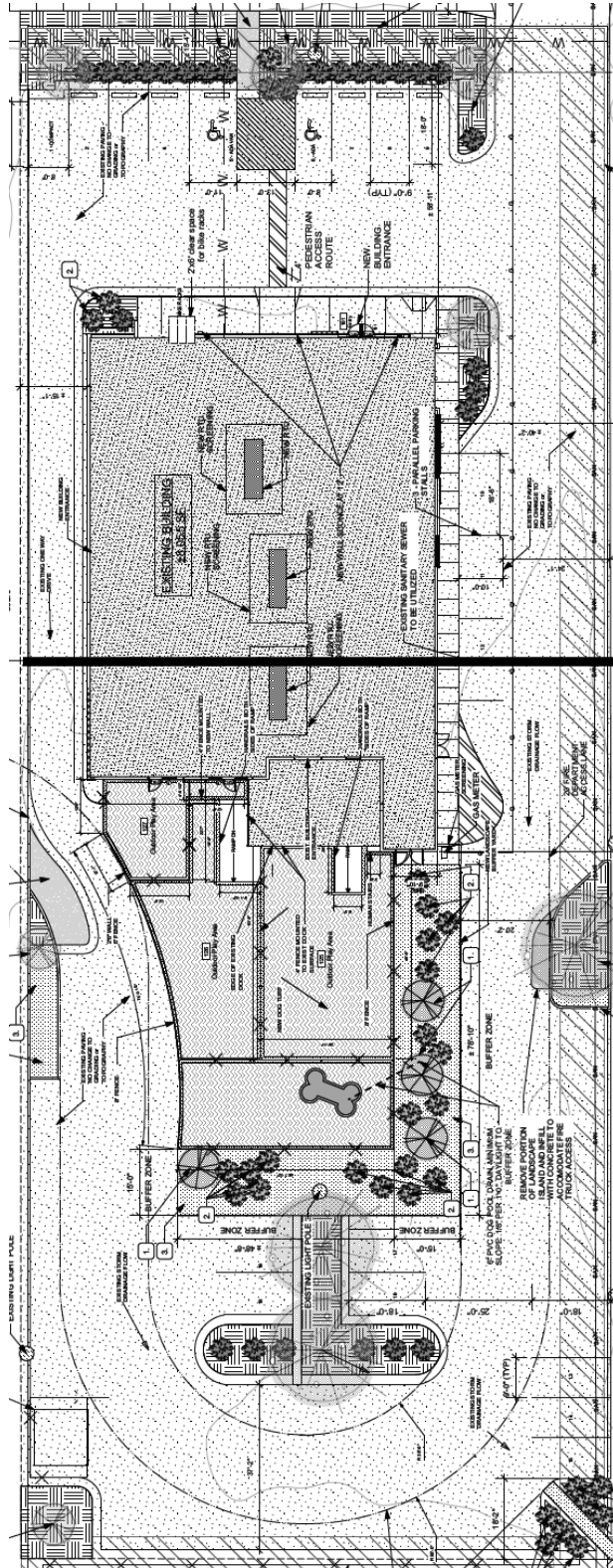
**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid came \_\_\_\_\_, \_\_\_\_\_ of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument on behalf of said City of Lawrence, Kansas.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

# EXHIBIT A DEPICTION OF EASEMENT CENTERLINE



Location of Existing Sanitary Sewer Line

North