

## SEWER LINE EASEMENT

This Easement, made and entered into this 31<sup>st</sup> day of October, 2023, by and between

**Ark City Greenhouses LLC**  
836 E Kansas Ave.  
Arkansas City KS 67005

herein referred to as "Landowner", and

### **THE CITY OF ARKANSAS CITY, KANSAS**

A MUNICIPAL corporation of the State of Kansas, herein referred to as "City".

1. **PURPOSE:** The purpose of this easement is to set forth terms and conditions by which the City shall have the right to construct and maintain a Sewer Line Easement upon 0.41 Acres(s)+/- of real estate owned by Ark City Greenhouses, LLC and located in Country Club Tracts Addition, City of Arkansas City, Cowley County, Kansas, in connection with the retail development project on the corner of US 77 and Kansas Ave.

#### WITNESSETH:

SECTION 1: EASEMENT. That for and in consideration of the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Landowner, as above named, does hereby grant, bargain, and convey unto the City an Easement to construct and perpetually maintain a Sewer Line and all related appurtenances upon the following described property owned by Landowner, to-wit:

\$106.00 City of Arkansas City  
ENV. 118 W. Central P.O. Box 775  
Arkansas City, Kansas 67005  
Phone: 316-441-4400

Cowley County, KS  
Register of Deeds  
Toni A. Long

**Book: 1130 Page: 435-440**

Receipt #: 75744

Total Fees: \$106.00

Pages Recorded: 5

Date Recorded: 11/15/2023 10:09:05 AM

Direct ☒  
Index ☒  
Compared ☒



Legal Description:

The south 40.00 feet of lot 6 and lot 9, including that part of the adjacent 30' platted road right - of - way between said lot 6 and lot 9, country club tracts, a subdivision of part of the northeast quarter of section 19, township 34 south, range 4 east of 6<sup>th</sup> P.M., Cowley County Kansas containing 0.41 acres, more or less.

*(Subject to any covenants, declaration, restrictions, zoning laws, or easements of record, but clear or subordinate to all mortgage encumbrances whatsoever)*

SECTION 2: MAINTENANCE. This Easement includes the right of the City to go upon the aföredescribed property with appropriate equipment for the construction of, repair to and perpetually maintain the Sewer Line Easement, in accordance with plans, drawings and specifications used for its construction.

SECTION 3: OTHER USES BY LANDOWNER. Nothing in this Easement shall in any way prohibit Landowner from utilizing the property for any use which it could be properly utilized and is permitted to construct a building or structure over the designated easement area, provided that such use shall in no way cover manhole access points or hamper the City from utilizing or maintaining the areas described for a Sewer Line, which is the acknowledged purposes of the parties to this Agreement.

SECTION 4: CONFERENCE BY THE PARTIES. The City shall confer with the Landowner as to the plans and construction details for the Sewer Line for concurrence by Landowner, but final approval RESERVED unto the City.

SECTION 5: MAJOR MAINTENANCE OR RECONSTRUCTION. This Easement includes the right of the City to enter upon the property with appropriate equipment to maintain, operate or reconstruct any or all portions of the Sewer Line if deterioration, damage, or other conditions make such work necessary or desirable. In the event that replacement or repair of the sewer lines within the easement area is necessary, the city is authorized to utilize directional boring or pipe bursting methods to minimize disturbance to the surface and structures above the easement area. In the event of damage to the Landowner by reason of

maintenance or reconstruction as herein contemplated, the City shall pay such actual damages as Landowner shall suffer.

SECTION 6: INDEMNIFICATION. The City does hereby agree to indemnify, protect, and save harmless Landowner from any and all liability, claims, demands, or lawsuits relating to damage of property or injury to persons arising out of the exercise by the City as to the Sewer Line Easement herein conferred to the City.

LANDOWNER HEREBY COVENANTS AND AGREES that upon delivery hereof, each are the lawful owners of the aforementioned property and are authorized to grant and confer this permanent Easement.

THIS EASEMENT, and all conditions, covenants, and obligations contained herein, shall be binding upon the respective parties hereto, their heirs, successors, and assigns.

EXECUTED the day and year first above appearing.

LANDOWNER:

Ark City Greenhouses, LLC

By: [Signature]

Title:

Owner

THE CITY OF ARKANSAS CITY

By: [Signature]

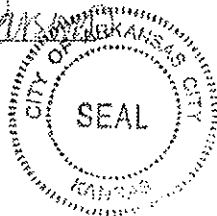
Diana Spielman, Mayor

ATTEST:

[Signature]

City Clerk

[Seal]



\* \* \* \* \*

ACKNOWLEDGEMENT

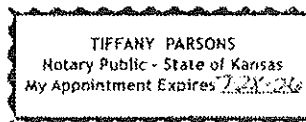
STATE OF KANSAS       )  
COUNTY OF COWLEY   ) ss

Before me, the undersigned, a Notary Public, in and for the said County and State, on this 31st day of October, 2023, personally appeared Anto A. Sparkin to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Landowner, and acknowledged to me that they executed the same as his and her free and voluntary act and deed, as the free and voluntary act and deed of such lawful Landowner, for the uses and purposes herein set forth.

Tiffany Parsons

Notary Public

My appointment expires: 7-28-2026



\* \* \* \* \*

ACKNOWLEDGEMENT

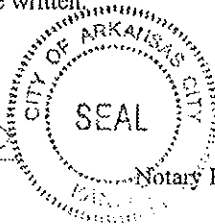
STATE OF KANSAS           )  
COUNTY OF COWLEY    ) ss:

BE IT REMEMBERED that on this 31st day of October, 2023, before me, a Notary Public, in and for said county and state, came Diana Spielman, Mayor of the City of Arkansas City, Kansas, a municipal corporation, duly recognized, incorporated, and existing under and by virtue of the laws of the State of Kansas, and Tiffany Parsons, City Clerk of said municipal corporation, who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said municipal corporation and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

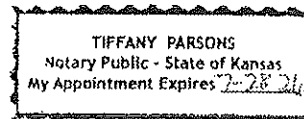
(Seal)

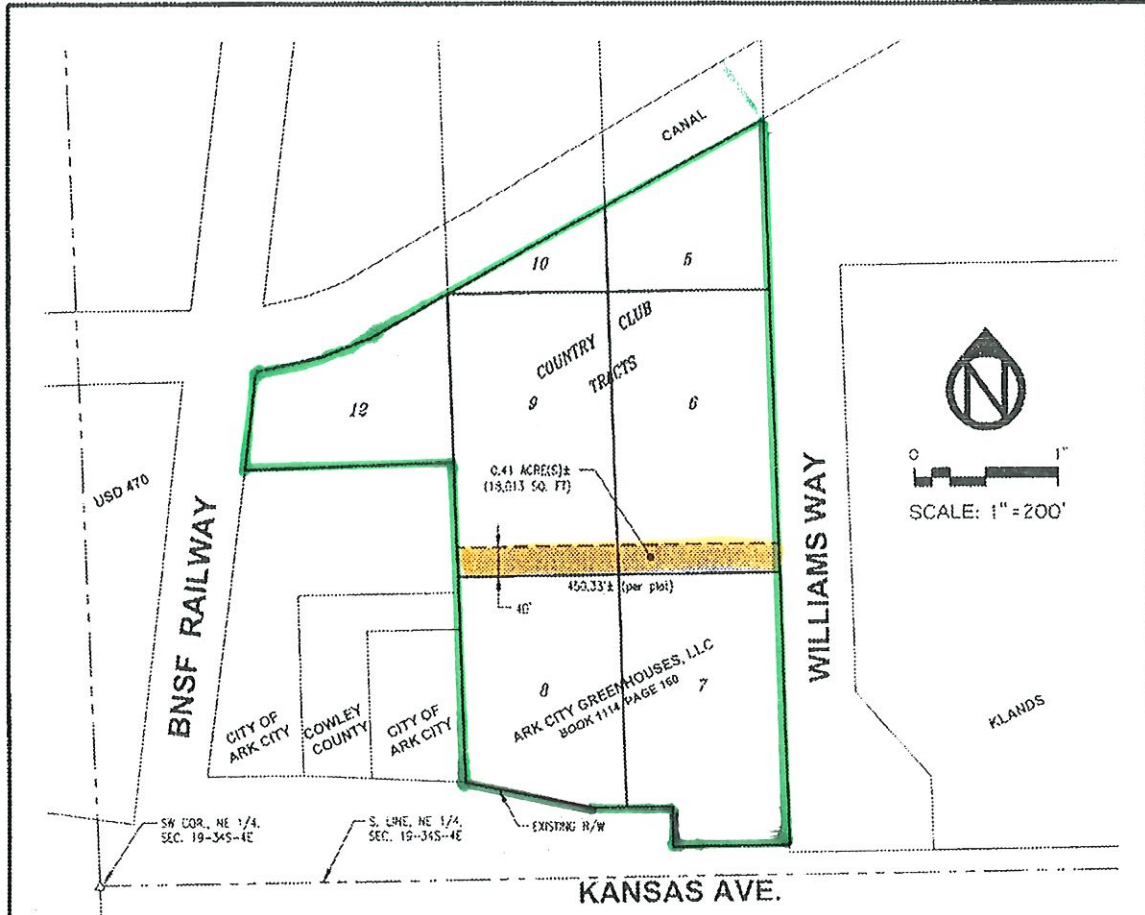
Tiffany Parsons



Notary Public

My appointment expires: 7-28-2026





**LEGAL DESCRIPTION:**

The South 40.00 feet of Lot 6 and Lot 9, including that part of adjacent 30' platted road right-of-way between said Lot 6 and Lot 9, Country Club Tracts, a subdivision of part of the Northeast Quarter of Section 19, Township 34 South, Range 4 East of the 6th P.M., Cowley County, Kansas, containing 0.41 Acres, more or less.



**OWNER:**

Ark City Greenhouses, LLC  
836 E. Kansas Ave.  
Arkansas City, KS 67005

**PREPARED FOR:**

City of Arkansas City  
118 W Central Ave.  
Arkansas City, KS 67005

**SANITARY SEWER EASEMENT**

**SMITH + OAKES**  
P.O. BOX 685 / 110 W BRYANT RD ARKANSAS CITY, KS 67005  
PHONE / 620-442-2756 / INFO@SMITHANDOAKES.COM

DATE: 9/27/23	DRAWN BY: JON	SHEET: 1 OF 1	PROJECT: # 41-002
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