

STATE OF KANSAS }
SEDGWICK COUNTY } SS
FILED FOR RECORD AT
8. C.C.A. M

NOV 29 1984
7 22066
NO. 7
BETTE F. McCART
REGISTER OF DEEDS

AGREEMENT

Pat Kettle
Wichita

THIS AGREEMENT made this 15 day of October, 1984,

AND BETWEEN

THE CITY OF WICHITA, KANSAS
hereinafter called

"PARTY OF THE FIRST PART"

AND

RETAIL BUILDINGS, INC.
(an Oklahoma Corporation)
hereinafter called

"PARTY OF THE SECOND PART"

WITNESSETH:

Whereas, the public has been granted a utility easement approximately 15
feet in width, across the front of Lot 4, Block 1, G. P - S. 3rd
Addition, Wichita, Sedgwick County, Kansas.

; and

Whereas, the Party of the First Part has constructed and maintained
a sanitary sewer in said easement, and;

Whereas, Party of the Second Part desires to occupy and construct
improvements over the following described section of said easement, to-wit:
Beginning at a point on the south line of Lot 4,
Block 1, G. P - S. 3rd Addition, Wichita, Sedgwick
County, Kansas, said point being 85 feet west of the
S. E. Corner thereof; thence north parallel with the
east line of said Lot 4, 12 feet; thence west at
right angles 4 feet; thence south parallel with the
east line of said Lot, 11.75 feet to the south line
thereof; thence east 4 feet to beginning.

hereinafter referred to as Tract "A".

NOW THEREFORE, in consideration of the premises and the several
mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The Party of the First Part hereby agrees to permit the Party of the Second Part to occupy and construct improvements on, over and across the aforesaid public easement, and specifically waives any and all rights of action in law or equity against Party of the Second Part, arising out of Party of the Second Part's occupancy and encroachment on and over said easement.
- (2) The Party of the Second Part agrees that it will not begin construction of improvements, on, over and across the said easement without first obtaining the Party of the First Part's approval of any and all plans and specifications for such improvements.

(3) The Party of the Second Part agrees to install, maintain and repair the sanitary sewer line... and to pay the cost of tunneling under the improvement to permit the repair of the sewer.

The Party of the Second Part may at its option clear the easement to permit the Party of the First Part to repair the sewer or may pay the cost of tunneling under the improvement to permit the repair of the sewer.

- (4) The Party of the Second Part agrees to protect and indemnify adjacent property owners against any increased cost that may accrue to them, due to the necessity of laying sewer line of greater distance to avoid connecting under any improvements...
(5) The Party of the Second Part agrees to indemnify and hold harmless the Party of the First Part from any and all claims resulting from the leaking, cave-in or other failure of said sewer lying within Tract "A"...
(6) This agreement shall not become effective until the Party of the Second Part has caused to be recorded this original instrument with the Register of Deeds, Sedgwick County, Kansas...
(7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises...

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

CITY OF WICHITA, KANSAS

By [Signature] Mayor Party of the First Part ROBERT G. KNIGHT

ATTEST:

[Signature] City Clerk DONALD C. GISICK

APPROVED AS TO FORM

[Signature]

RETAIL BUILDINGS, INC. By [Signature] Mr. Larry McMillon, Vice President Party of the Second Part

CITY OF WICHITA, SENECA COUNTY, KS:

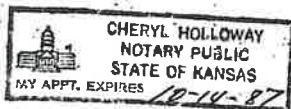
BE IT REMEMBERED, that on this 21st day of November, 1984, before me, a Notary Public in and for said county and state, came Robert A. Knight, Mayor of the Party of the First Part, of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged execution of the same, for and on behalf, and as the act and deed of said Party of the First Part.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Cheryl Holloway
Notary Public

My commission expires:

10-14-87



OKLAHOMA, Oklahoma County
STATE OF ~~KANSAS, SENeca COUNTY~~, ss:

BE IT REMEMBERED, that on this 15 day of October, 1984, before me, a Notary Public, in and for said county and state, came Mr. Larry McMillon, to me personally known to be the same person who executed the within and foregoing instrument and duly acknowledged the execution of the same, as Vice President of RBI, for the purposes stated therein

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

✓ *Glenna Fuller*
Notary Public
Glenna Fuller

My commission expires:

✓ Dec. 12, 1986

Approved as to Form

John Decker
Director of Law