

## AGREEMENT

**THIS** Agreement is made this 6 day of ~~December~~ <sup>January</sup>, 2014, by and between the City of Lawrence, Kansas, a municipal corporation, and Bridge Pointe Community Church, Inc. - a Kansas Not-for-Profit Corporation.

## RECITALS

- A. Bridge Pointe Community Church, Inc.**, a Kansas Not-for-Profit Corporation ("Owner"), owns that real property, commonly known as 601 W. 29<sup>th</sup> Terrace ("the subject property"), and bearing the following legal description, to-wit:

LOT 1, INDIAN HILLS CHURCH OF GOD, A SUBDIVISION IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS.

- B.** The City of Lawrence, Kansas, a municipal corporation ("City"), wishes, in conjunction with its construction of a Wastewater Pump Station, known as Pump Station No. 10, to acquire from Owner a permanent and perpetual sanitary sewer easement, and temporary construction easements in, upon, over, under, and through portions of Owner's real property as set forth in Exhibit A to this Agreement.
- C.** In exchange for the Owner's dedication of said easements as described in Exhibit A, the City agrees to make various improvements to the Owner's parking lot as described in Exhibit C and the City will vacate certain easements as described in Exhibit B.
- D.** By way of this Agreement, the terms of which are set forth below, Owner agrees to convey said easements in, upon, over, under, and through portions of Owner's property in accordance with the terms of this Agreement.

## TERMS

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

- 1. Owner's Covenants.** For and in consideration of the City's covenants herein, Owner agrees to execute those agreements that conveying to the City a permanent and perpetual sanitary sewer easement, and a temporary construction easement in, upon, over, under, and through portions of its real property as set forth in Exhibit A to this Agreement.

2. **City's Covenants.** For and in consideration of the Owner's covenants herein, the City agrees as follows:
- (a) to make improvements to the asphalt parking surface as described in Exhibit C; and
  - (b) to install new sanitary sewer service connections as shown on Exhibit C; and
  - (c) to install a new paved drive entrance as described in Exhibit C; and
  - (d) to vacate the platted utility easement as shown on the Exhibit B easement map.
3. **Binding Effect.** This Agreement shall, at all times, be binding upon the City and the Owner and all owners of the subject property and all parties claiming by, through, or under them, shall run with the land, and shall be for the benefit of, and shall oblige all future owners of the subject property.
4. **Severability.** If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
5. **Governing Law.** This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGES]*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date noted above.

**CITY OF LAWRENCE, KANSAS, a municipal corporation.**

\_\_\_\_\_  
DAVID L. CORLISS  
City Manager

**ACKNOWLEDGMENT**

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

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned, a notary public in and for the County and State aforesaid, came David L. Corliss, as City Manager 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.

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

My Appointment Expires:

**OWNER: BRIDGE POINTE COMMUNITY CHURCH, INC., A KANSAS NOT-FOR-PROFIT CORPORATION.**

*James Rose*

**BRIDGE POINTE COMMUNITY CHURCH, INC. by James Rose, President**

**ACKNOWLEDGMENT**

STATE OF KANSAS        )  
  :SS  
COUNTY OF DOUGLAS    )

BE IT REMEMBERED, that on this 6<sup>th</sup> day of January, 2015 before me, the undersigned, a Notary Public in and for the County and State aforesaid came James Rose, acting in his capacity as President of **BRIDGE POINTE COMMUNITY CHURCH, INC.**, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

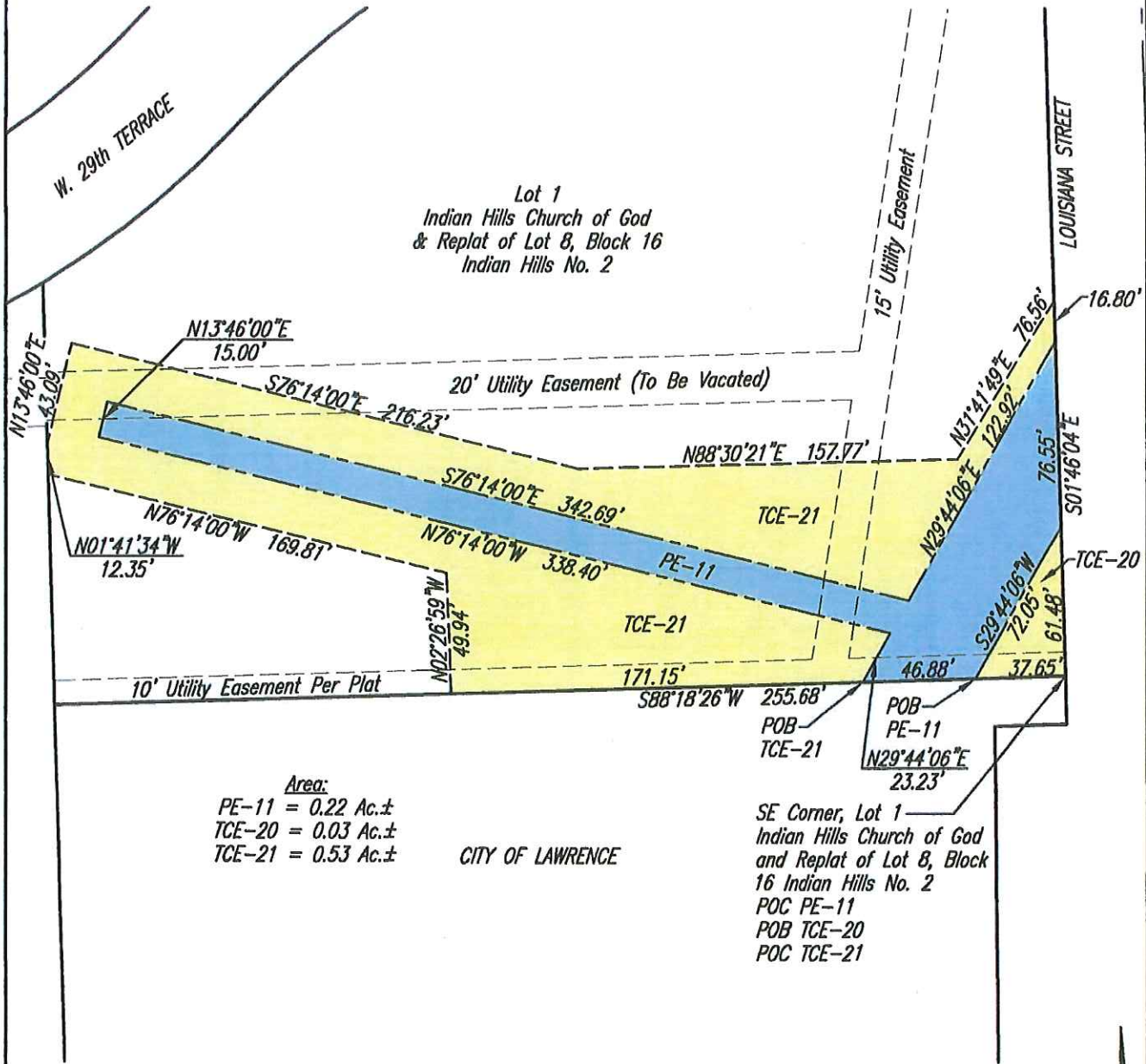
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Kendra R. Smith*  
Notary Public

My Commission Expires: 1-22-17



EXHIBIT A



Area:  
 PE-11 = 0.22 Ac.±  
 TCE-20 = 0.03 Ac.±  
 TCE-21 = 0.53 Ac.±

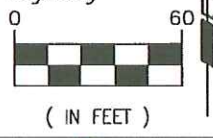
CITY OF LAWRENCE

SE Corner, Lot 1  
 Indian Hills Church of God  
 and Replat of Lot 8, Block  
 16 Indian Hills No. 2  
 POC PE-11  
 POB TCE-20  
 POC TCE-21

LEGEND

- = Existing Easement Line
- = Permanent Easement Line
- ===== = Permanent Easement Area
- = Temporary Easement Line
- = Temporary Construction Easement Area
- = Property Line
- POC = Point of Commencement
- POB = Point of Beginning

This Sketch has been prepared for Easement Exhibit purposes only, and does not constitute a Boundary Survey. Distances and Bearings are based on modified Kansas South Zone State Plane Coordinates.

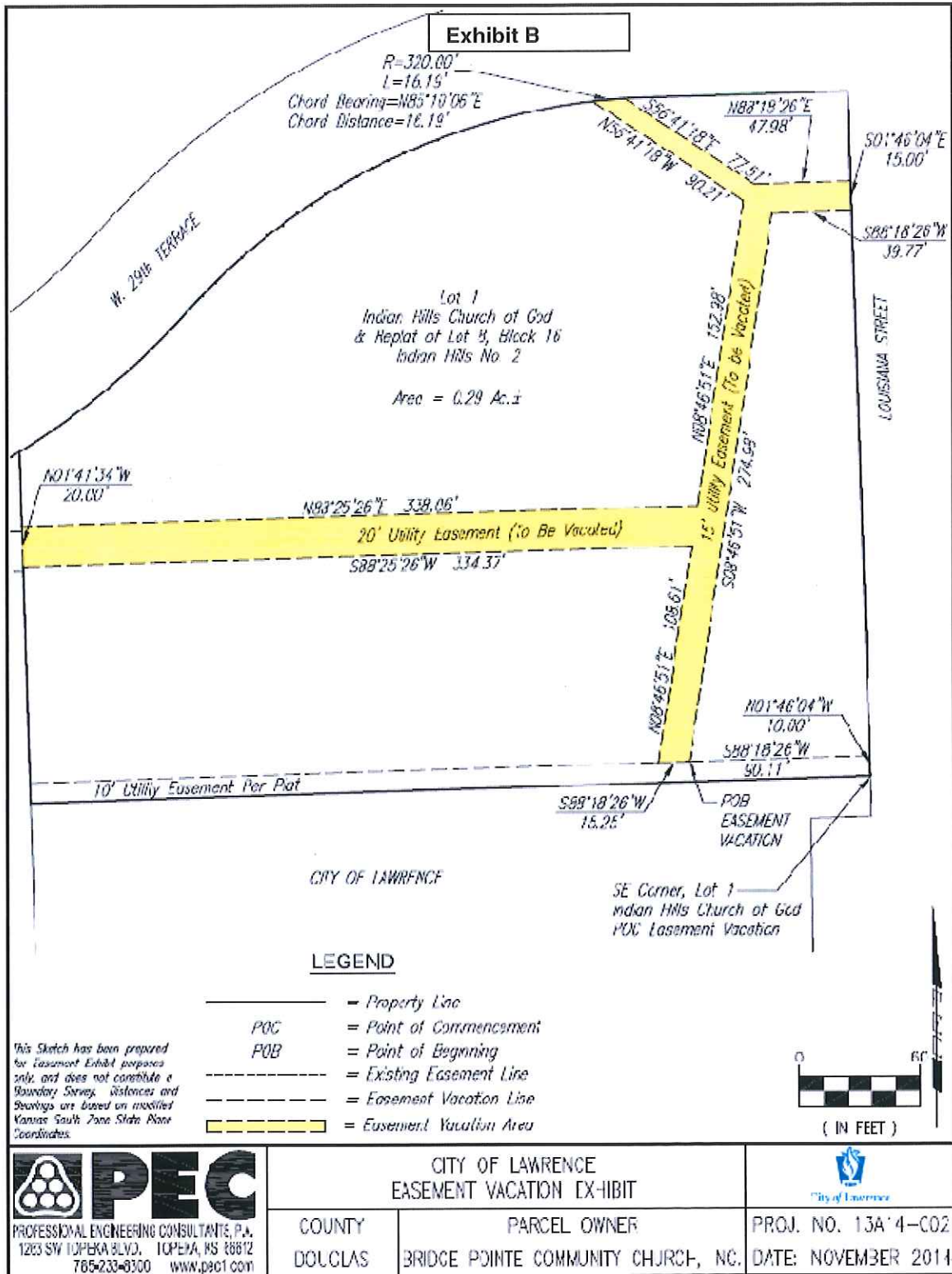


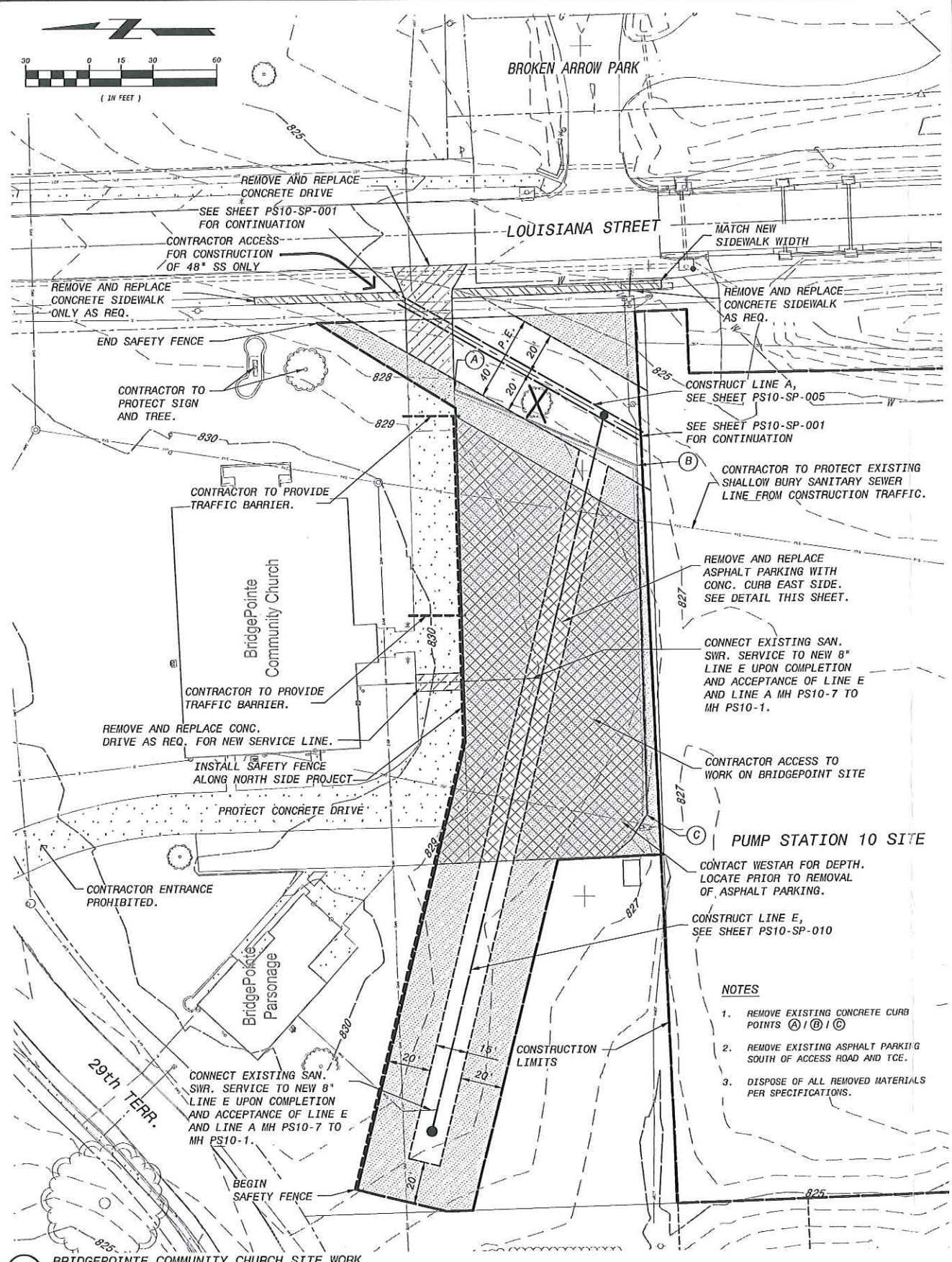
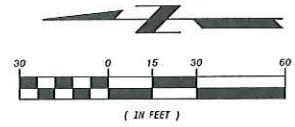
**PEC**  
 PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
 1263 SW TOPEKA BLVD. TOPEKA, KS 66612  
 785-233-8300 www.pec1.com

CITY OF LAWRENCE EASEMENTS	
COUNTY	OWNER
DOUGLAS	BRIDGE POINTE COMMUNITY CHURCH, INC.

City of Lawrence

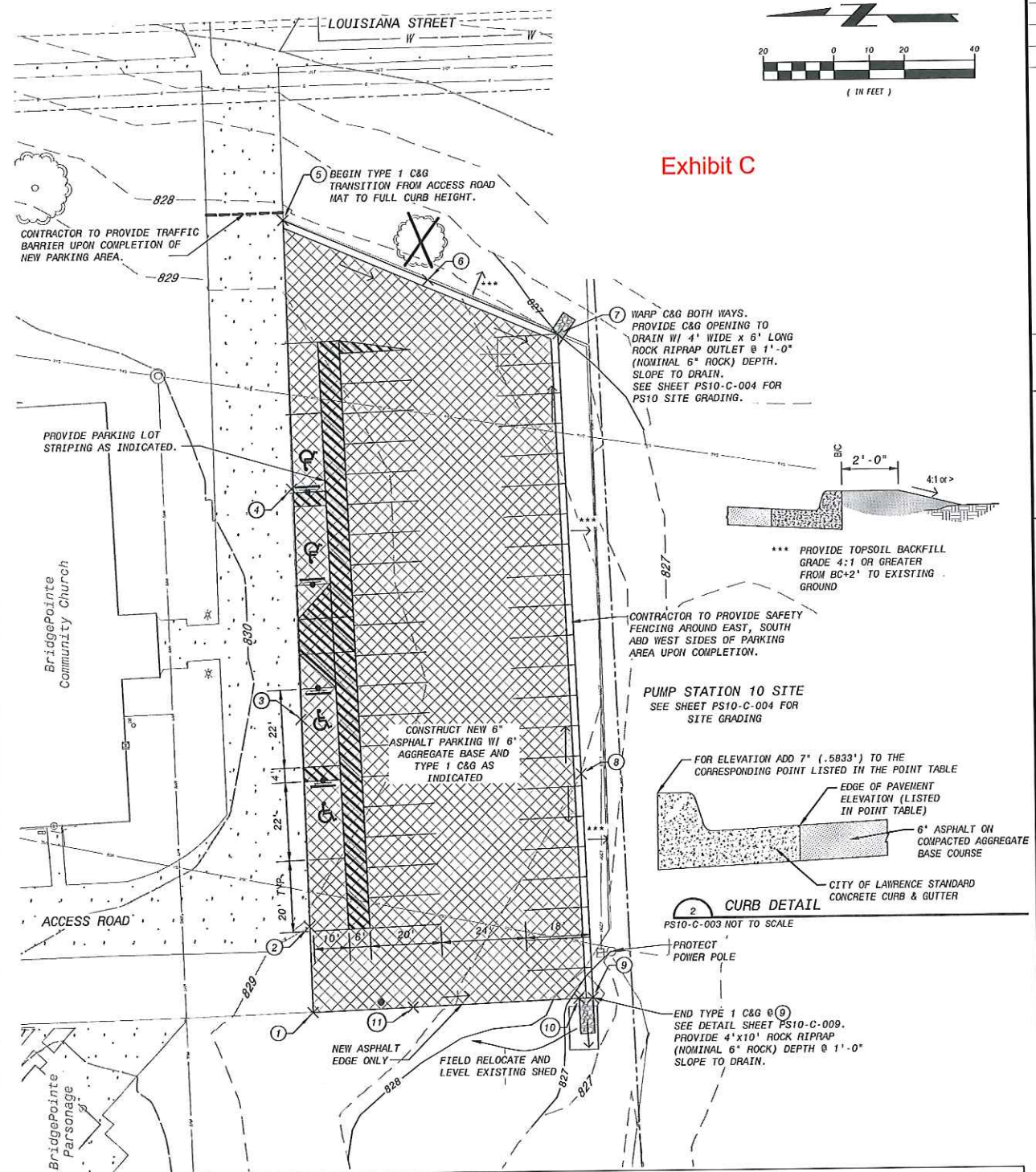
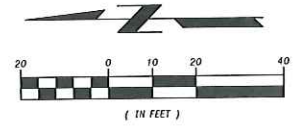
PROJ. NO. 13A14-001  
 DATE: OCTOBER 2014





BRIDGEPOINTE COMMUNITY CHURCH SITE WORK  
PS10-C-003 1"=30'

P:2013\13A14\002\W\W\W4-Design\Church Sewer\Parking Modifications 12-4-14 Sheet 9 BRIDGEPOINT COMMUNITY CHURCH SITE WORK.pdf



Asphalt Parking Point Table

Point #	Ex. GR. EL.	Northing	Easting	Location	Edge of Mat EL.	BC EL.
1	828.63	229,553.97	2,096,716.80	Edge of Mat	MATCH	-
2	828.94	229,554.73	2,096,739.95	Edge of Mat	MATCH	-
3	829.66	229,556.57	2,096,798.10	Edge of Mat	MATCH	-
4	829.63	229,558.57	2,096,862.80	Edge of Mat	MATCH	-
5	828.19	229,560.25	2,096,938.40	Edge of Mat/BC	MATCH	828.78*
6	828.16	229,519.44	2,096,921.18	BC	827.75	828.34

Asphalt Parking Point Table

Point #	Ex. GR. EL.	Northing	Easting	Location	Edge of Mat EL.	BC EL.
7	827.55	229,482.85	2,096,905.65	BC	827.25	827.84
8	828.99	229,477.55	2,096,782.04	BC	828.50	829.09
9	827.45	229,474.87	2,096,719.16	BC	828.38	828.97**
10	827.19	229,478.86	2,096,718.99	Edge of Mat	828.00	828.59
11	827.60	229,525.77	2,096,716.95	Edge of Mat	828.00	-

BRIDGEPOINT COMMUNITY CHURCH PARKING LOT REPLACEMENT  
PS10-C-003 1"=10'

PRELIMINARY - NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS AND RECORD OF ISSUE	NO. BY	CHK. APP.

**BLACK & VEATCH**  
Building a world of difference  
Black & Veatch Corporation  
Kansas City, Missouri

**PEC**  
PROFESSIONAL ENGINEERING CONSULTANTS, P.C.

CITY OF LAWRENCE, KANSAS  
CITY PROJECT NO. UT1304-CONTRACT 4  
VOLUME 1 PUMP STATION 10  
BRIDGEPOINTE COMMUNITY CHURCH SITE WORK

DESIGNED: JLN  
CHECKED: TYP  
APPROVED: RAK  
DATE: NOVEMBER 2014

PROJECT NO.  
13A14-002

PS10-C-003  
SHEET  
9 OF 97