



Cowley County, KS  
Register of Deeds  
Toni A. Long

**Book: 1131 Page: 38-42**

Receipt #: 79862  
Pages Recorded: 5

Total Fees: \$89.00

Date Recorded: 12/4/2023 10:23:27 AM

Direct   
Index   
Compared

\$ 89.00  
FUGATE ENTERPRISES  
209 S MAIZE ROAD  
WICHITA, KS 67209-3110

**DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions (this Declaration) is dated this 28<sup>th</sup> day of November, 2023 (the Effective Date), by J. LARRY FUGATE, TRUSTEE OF THE J. LARRY FUGATE REVOCABLE TRUST DATED MARCH 25, 2010, as amended, (“Declarant”).

**RECITALS**

A. Declarant owns the property (the “Property”) situate, lying and being in the City of Arkansas City, County of Cowley, State of Kansas, described as follows:

Beginning at a point on the East line, 622.25 feet South of the Northeast corner of the Northeast Quarter of Section 24, Township 34 South, Range 3 East of the 6<sup>th</sup> P.M., with the East line of said Quarter Section on an assumed bearing of North 0 deg. 35 min. 54 sec. West; thence South 89 deg. 59 min. 46 sec. West, 232 feet; thence North 0 deg. 35 min. 54 sec. West, 86 feet; thence South 89 deg. 59 min. 46 sec. West, 602.43 feet; thence South 0 deg. 35 min. 54 sec. East, 495 feet; thence North 90 deg. East, 174.43 feet; thence North 0 deg. 35 min. 54 sec. West, 165 feet; thence North 89 deg. 59 min. 46 sec. East, 660 feet to the East line of said Quarter Section; thence North 0 deg. 35 min. 54 sec. West, along the East line of said Quarter Section, 244 feet to the point of beginning, except highway right-of-way; **excepting therefrom the following described parcel:**

A tract of land situated in the Northeast Quarter of Section 24, Township 34 South, Range 3 East of the 6<sup>th</sup> Principal Meridian, Arkansas City, Cowley County, Kansas, prepared by Chris A. Meinen PS#1489 on May 15<sup>th</sup>, 2023, being more particularly described as follows: Commencing at the North East Corner of said Northeast Quarter; thence South 01 degrees, 30 minutes, 48 seconds East (assumed), along the East Line of said Northeast Quarter, a distance of 536.46 feet to the Northeast Corner of a tract of land recorded in Book 602, Page 371; thence South 89 degrees, 03 minutes, 10 seconds West, along the North Line of said recorded tract, a distance of 232.00 feet to the Northwest Corner of said recorded tract and the Point of Beginning of the herein described tract; thence South 01 degrees, 30 minutes, 48 seconds East, along the West Line of said recorded tract, a distance of 86.00 feet to the Southwest Corner of said recorded tract; thence South 89 degrees, 03 minutes, 10 seconds West, a distance of 75.00 feet; thence North 01 degrees, 30 minutes, 48 seconds West, a distance of 86.00 feet to a point on the

North Line of a tract of land recorded in Book 860, Page 83; thence North 89 degrees, 03 minutes, 10 seconds East, along the North Line of last said recorded tract, a distance of 75.00 feet to the Point of Beginning, containing 6449.7 square feet, more or less.

B. Declarant desires to declare, reserve, establish and create certain reciprocal easements, covenants, conditions and restrictions on the Property as described in this Declaration, in contemplation of the platting, redevelopment and subdivision of the Property, in order to enhance the functionality and overall value of the Property.

NOW THEREFORE, for and in consideration of the Recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Declarant, in its capacity as the Owner of the Property, declares, grants, conveys and establishes, to and for itself, its designees as hereinafter provided, and its respective successors and assigns, that the Property is and shall be conveyed, sold, encumbered leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and all of the easements, covenants, rights, duties, obligations, restrictions, responsibilities and matters set forth herein, all of which are for the purpose of enhancing and protecting the value desirability and marketability of the Property consistent with and in furtherance of the above-stated intentions. The easements, covenants, rights, duties, obligations, restrictions, responsibilities and matters stated herein shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any part thereof or any party using the Property or any part thereof.

### DECLARATION

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part hereof to the same extent as if set forth herein in full.
2. Access and Drainage Easements. Declarant hereby establishes, and creates for the benefit of all current and future owners of the Property (as applicable, an “**Owner**”), including current and future legally subdivided lots thereof (individually, a “**Lot**,” and collectively, “**Lots**”), and such Owners’ agents, contractors, tenants, employees, customers, licensees, guests and invitees (collectively, “**Invitees**”), a perpetual, non-exclusive easement, for the purpose of allowing access to and from the Lots and adjacent roads for motor vehicles and pedestrian access, as follows:
  - (a) Over and across (i) an existing driveway legally described, and as depicted, on the drawing which is reflected on Exhibit A attached hereto and made a part hereof, (the “**Access Easement**”);
  - (b) Over and across all paved drive aisles currently located, or from time to time located or relocated, on each Lot, but excluding any drive-thru/pick up lanes or sidewalks, (the “**Drive Aisles Easement**”);

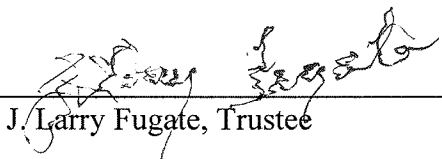
- (c) Over, under and across all areas of the Lots located outside of any buildings constructed on the Lots for the purpose of drainage of surface water over, across and under the entire Property (the “**Drainage Easement**”);
3. Sign Easement. Declarant hereby establishes for the benefit of the lot which will be designated as Lot 1 in the plat to be filed, an easement in the area where an existing sign is now located on the lot which will be designated as Lot 2 in the plat to be filed. The Lot 1 owner may continue to utilize the sign in the size currently existing but may not increase the height or width of the signage. Lot 1 owner shall maintain and repair the sign and keep in a good condition and immediately replace any broken or cracked sign panels. Declarant, or the future owner of Lot 2, has the right in its sole discretion to remove the entire sign if the sign is not being utilized, or is not being properly maintained and in the event of such removal, the easement herein granted shall immediately terminate and be null and void.
  4. Declarant’s Rights. Declarant reserves for itself, as the Owner of the Property, and for each Lot Owner, with respect to such Lot Owner’s Lot, the right of ownership, use and occupancy of the Property, insofar as the ownership, use and occupancy does not impair the rights granted herein. Without limiting the foregoing, Declarant declares that no building, structure, gate, obstruction, or other improvements of any kind may be placed on the Access and Drive Aisles Easements in such a way as to interfere with the easement rights, except as specifically provide herein; provided, however, that Declarant or any Lot Owner may install utility lines, paving and landscaping within any portion of property owned by Declarant or by such Lot Owner, so long as the same do not interfere with use of the Access Easement or Drive Aisles Easement. Moreover, nothing in this Declaration shall be construed to limit Declarant’s or any Lot Owner’s right to modify the circulation of automobile or pedestrian traffic within any portion of the Property owned by Declarant or such Lot Owner, provided that access to, and ingress to and egress from the Lots is not materially diminished, unreasonably interfered with, or causes a violation of applicable Laws.
  5. Maintenance Obligations. Declarant (so long as Declarant owns any portion of the Property, and thereafter the Lot 2 Owner) (as applicable the “**Maintenance Owner**”) shall be responsible for keeping, maintaining and repairing the Access Easement and shall be responsible for keeping, maintaining and repairing in a first class condition, including replacement of base, patching, crack sealing, coating, resealing, resurfacing or replacing the paved surface. All costs and expenses associated with the foregoing shall be shared between the Owners on a one-third basis, except until Lot 3 is developed, costs and expenses shall be shared between the Owners of Lots 1 and 2 on a one-half basis. Declarant and each Lot Owner shall be responsible for maintenance, repair and replacement of all drive aisles located on their respective Lot.

- 6. Severability. If any provision of this Declaration shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Declaration shall not be impaired thereby.
- 7. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to conflicts of law principles.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first above written.

**Declarant:**

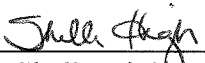
J. Larry Fugate, Trustee of the J. Larry Fugate Revocable Trust  
Dated March 25, 2010

By:   
J. Larry Fugate, Trustee

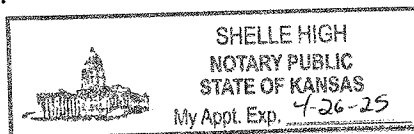
STATE OF KANSAS     )  
COUNTY OF SEDGWICK)   SS:

BE IT REMEMBERED, that on this 28<sup>th</sup> day of November, 2023, before me, the undersigned, a notary public, in and for the County and State aforesaid, came J. Larry Fugate As Trustee of the J. Larry Fugate Revocable Trust Dated March 25, 2010, personally known to me to be the same person who executed the within instrument of writing and who duly acknowledged the execution of the same for and on behalf of the trust.

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

  
Shelle High, Notary Public

My appointment expires:



# EXHIBIT A



**DESCRIPTION:**

A tract of land situated in the Northeast Quarter of Section 24, Township 34 South, Range 3 East of the 6th Principal Meridian, Cowley County, Kansas, being more particularly described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence South 01 degree, 30 minutes, 48 seconds East (assumed), along the East Line of said Northeast Quarter, a distance of 765.00 feet; thence South 88 degrees, 29 minutes, 12 seconds West, perpendicular to said East Line, a distance of 40.00 feet to the Point of Beginning of the herein described tract on the West Right-of-Way for Summit Street; thence South 01 degree, 30 minutes, 48 seconds East, along said West Right-of-Way, a distance of 40.00 feet; thence South 88 degrees, 29 minutes, 12 seconds West, perpendicular to said East Line, a distance of 20.00 feet; thence North 01 degree, 30 minutes, 48 seconds West, parallel with said East Line, a distance of 40.00 feet; thence North 88 degrees, 29 minutes, 12 seconds East, perpendicular to said East Line, a distance of 20.00 feet to the Point of Beginning, containing 800.0 square feet, more or less.

**NOTES:**

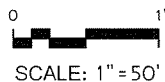
-Bearings for this description are based on an assumed S01°30'48"E for the East Line of the Northeast Quarter, 24-34S-3E.

-Surveyor has made no investigation or independent search for easements of record, encumbrances, vacated lands, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

**CERTIFICATION:**

I hereby certify that the above is an accurate depiction of the legal description prepared by me on the 10th day of October, 2023.

Chris A. Meinen  
 Kansas LIC. NO.: PS 1489



**PREPARED FOR:**

Fugate Enterprises  
 208 S. Maize Road  
 Wichita, KS 67209

**LEGEND:**

- Point Found
- △ Section Corner Monument
- (d) Described distance

**SMITH + OAKES**  
 110 W BRYANT RD, ARKANSAS CITY, KS 67005  
 620-442-4756 / INFO@SMITHANDOAKES.COM