

Book: 888 Page: 2643



Amy M. Manges
Register of Deeds
Riley County, Kansas
Book: 888 Page: 2643
Receipt #: 241917 Total Fees: \$106.00
Pages Recorded: 6
Date Recorded: 10/22/2021 2:22:23 PM

RECOGNITION AND GRANT OF EASEMENT
AND
OF OWNERSHIP OF INFRASTRUCTURE

THIS RECOGNITION/GRANT, is hereby made this 22nd day of October, 2021, by the Ruth Mae Parker Trust, dated May 15, 2012, hereinafter referred to as the "Trust", to Tatarrax Hills Homeowners Association, Inc. a Kansas not-for-profit corporation, hereinafter referred to as the "HOA".

WHEREAS, the HOA is the entity formed to own, manage and maintain common areas, facilities, streets and utilities serving what is now Tatarrax Hills (the "Subdivision"), a subdivision of the City of Manhattan, Riley County, Kansas; and,

WHEREAS, Tatarrax Drive serves as an entrance to the Subdivision from Marlatt Avenue; and,

WHEREAS, the Subdivision does not abut Marlatt Avenue, and there is a strip of real estate (the "Boundary Property"), approximately One Hundred Fifty-Four (154') feet wide, bounded on the east by the Subdivision and on the west by Marlatt Avenue right-of-way; and,

WHEREAS, for at least thirty years prior to 2017, Kansas State University (KSU) owned the Boundary Property; and,

WHEREAS, approximately thirty years ago, KSU and the HOA entered into an agreement (the "KSU-HOA Agreement") whereby KSU granted to the HOA the right to install, operate and maintain streetlights and an irrigation system (collectively the "Infrastructure") within a portion of the Boundary Area, and also to maintain the landscaping within that area; and,

WHEREAS, in reliance on, and pursuant to, the KSU-HOA Agreement, the HOA installed the Infrastructure within the designated area and has operated and maintained that Infrastructure, as well as mowed the grass within that area, continually for the last thirty years; and,

WHEREAS, the portion of the Boundary Area where the Infrastructure is located and which has been mowed by the HOA is a tract of land located in Hesperhide Hills, an Addition to the City of Manhattan, Riley County, Kansas, Lot 1, and is described, as follows:

Beginning at a point on the western boundary of Tatarrax Hills Subdivision that is fifteen feet (15') north of that boundary's intersection with the north right of way line of Tatarrax Drive; thence in a westerly direction on a line parallel to the north right of way line of Tatarrax Drive a distance of One Hundred Fifty Four feet (154') to a point that is Fifty Four feet (54') north of the east right of way line of Marlatt Avenue; thence in a northerly direction on a line parallel to the east right of way line of Marlatt Avenue a distance of One Hundred Seventeen feet (117'); thence west to the east right of way line of Marlatt Avenue; thence in a southerly direction along the east right of way line of Marlatt Avenue to its intersection with the north right of way line of Tatarrax Drive; thence in an easterly direction along the north right of way line of Tatarrax Drive to its intersection with the western boundary of Tatarrax Hills Subdivision; thence north along that boundary line a distance of fifteen feet (15') to the point of beginning.

AND ALSO, a tract of land located in Hesperhide Hills, an Addition to the City of Manhattan, Riley County, Kansas, Lot 2, and described as:

Beginning at a point on the western boundary of Tatarrax Hills Subdivision that is thirty feet (30') south of that boundary's intersection with the south right of way line of Tatarrax Drive; thence in a westerly direction on a line parallel to the south right of way line of Tatarrax Drive a distance of One Hundred Fifty Four feet (154') to a point that is Sixty Six feet (66') east of the east right of way line of Marlatt Avenue; thence south on a line parallel to the east right of way line of Marlatt Avenue a distance of Ninety Three feet (93'); thence west to the east right

of way line of Marlatt Avenue; thence along the east right of way line of Marlatt Avenue to its intersection with the south right of way line of Tatarrax Drive; thence along the south right of way line of Tatarrax Drive to its intersection with the western boundary of Tatarrax Hills Subdivision; thence south along that boundary line a distance of Thirty feet (30') to the point of beginning.

Hereinafter, the above described is referred to as the "Easement Area"; and,

WHEREAS, in 2017 the Trust purchased the Boundary Property from KSU. The Trustees of the Trust are residents of the Subdivision, and as such, at the time the Trust purchased the Boundary Property, they were well aware of the existence of the KSU-HOA Agreement and they were well aware that the HOA had installed and maintained the Infrastructure, and had mowed the Easement Area, for over thirty years; therefore, the Trustees believed, and assumed, that the Trust's purchase of the Boundary Property was subject to the HOA's ownership of the Infrastructure and its right to the use of the Easement Area in order to maintain and use the Infrastructure, as well as to mow the grass within the Easement Area. The Trustees further believe that the HOA's ownership and maintenance of the Easement Area is a benefit (the "Benefit") to them, and all other property owners within the Subdivision.

NOW THEREFORE, in consideration of the Benefit, the Trust desires to formally recognize, for the record, the HOA's rights, as follows:

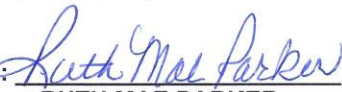
1. The HOA is the owner of the Infrastructure.
2. The HOA has the right to continue the installation, re-installation, if necessary, maintenance and operation of the Infrastructure within the Easement Area.
3. The HOA has the right to maintain the landscaping within the Easement Area.

4. The HOA's rights, as described above, shall benefit and be binding upon the parties and their respective successors and assigns, and said rights shall not be removed or reduced without the written consent of the HOA, or its successor or assign.

FURTHER, in consideration of the Benefit, and, in order to ensure the HOA's rights and ownership, as set forth above, the Trust does hereby grant, convey and quit claim to the HOA, a permanent easement over, across, under and through, the Easement Area for the purpose of installing, re-installing, maintaining and operating the Infrastructure and the landscaping. Said easement shall benefit and be binding upon the parties and their respective successors and assigns, and said easement shall not be removed or reduced without the written consent of the HOA, or its successor or assign.

IN WITNESS WHEREOF, the Trust has hereunto caused this Recognition/Grant to be signed on its behalf by its Trustees.

RUTH MAE PARKER TRUST
DATED MAY 15, 2012

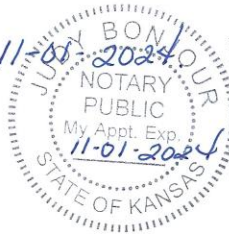
BY: 
RUTH MAE PARKER
TRUSTEE


DOUGLAS E. PARKER
TRUSTEE

ACKNOWLEDGEMENT**STATE OF KANSAS, COUNTY OF RILEY, SS:**

BE IT REMEMBERED that on this 22ND day of OCTOBER, 2021, before me the undersigned, a notary public in and for the state and county aforesaid, came Ruth Mae Parker and Douglas E. Parker, Trustees of the Ruth Mae Parker Trust, dated May 15, 2012, and who are personally known to me to be the same persons who executed the foregoing Recognition/Grant and such persons duly acknowledged the execution of the same as their voluntary act and deed on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: 11-01-2024Judy Bonjour
NOTARY PUBLICJUDY BONJOUR
(printed name)

ACCEPTANCE BY HOA

NOW ON THIS 22 DAY OF October, 2021, the Tattarrax Hills Homeowners Association, Inc. does hereby confirm the existence and terms of the KSU-HOA Agreement as set forth in the above Recognition/Grant; and, further, said HOA does hereby agree with the rights expressed by the Trust's Recognition; and, further the HOA does hereby accept the grant of Easement set forth above.

Tattarrax Hills Homeowners Association, Inc.

BY: *Marcia A. Cooper*
Marcia A. Cooper (name)
President, Tattarrax Hills (title)
Homeowners Assoc.

ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED that on this 22ND day of OCTOBER, 2021, before me the undersigned, a notary public in and for the state and county aforesaid, came MARCIA A COOPER (name), PRESIDENT (title), of the Tattarrax Hills Homeowners Association, Inc., and who is personally known to me to be the same person who executed the foregoing Acceptance and such person duly acknowledged the execution of the same as their voluntary act and deed on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: 11-01-2024

