

RESTRICTIVE COVENANT AND
AGREEMENT FOR CEMETERY MAINTENANCE

THIS RESTRICTIVE COVENANT AND AGREEMENT FOR CEMETERY MAINTENANCE made as of this _____ day of _____, 2013, by and between Jubilee Presbyterian Church, a Kansas not for profit corporation, Phillip D. Elder, Treasurer (hereinafter "Owner") and SEDGWICK COUNTY, KANSAS, acting by and through the Sedgwick County Board of Commissioners (hereafter "County").

WHEREAS, Owner has applied for the issuance of a Conditional Use Permit for a cemetery upon a tract of land described as follows:

Lot 1, Block A, Jubilee Presbyterian Church Addition, Sedgwick County, Kansas.

WHEREAS, Owner has agreed that in the event the Conditional Use Permit (CON2013-00004) is granted, Owner intends to use the area proposed for cemetery purposes, as shown in the approved site plan, a copy of which is attached hereto as Exhibit "A" and specifically incorporated herein by reference, covering 40 acres more or less located in the above described tract of land (hereinafter "Subject Property").

NOW, THEREFORE, for and in consideration of the premises and as a condition to the approval of CON2013-00004, Owner hereby agrees as follows:

1. The proposed cemetery to be located within said Lot 1, Block A shall be tied together as one ownership and under this ownership, shall be conveyed, encumbered, improved, operated, maintained, and otherwise used together as one undivided parcel by the Declarant or the Lot Owner(s) of said Lot 1, Block A.
2. That the Owner(s) hereby grant an irrevocable easement to whichever appropriate Governing Body or authority has jurisdiction, to enter upon said Lot 1, Block A for the purposes of maintaining such cemetery conditioned upon the following event or events happening:
 - a) That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the cemetery in a reasonable and prudent manner; and,
 - b) That the appropriate Governing Body has given written notice to the Declarant or the Lot Owner(s) and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered

an assessment against said Lot 1, Block A, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

- 3. In the event the Conditional Use Permit (CON2013-00004) is not duly issued, this Restrictive Covenant and Agreement for Cemetery Maintenance shall be null and void and of no further force or effect.
- 4. The above restrictions, agreements and conditions shall be deemed covenants running with the land and shall not be amended, deleted or changed without written consent of the appropriate Governing Body.
- 5. This instrument shall be recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the day and year first above written.

Jubilee Presbyterian Church, a Kansas not for profit corporation

Phillip D. Elder, Treasurer

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Jubilee Presbyterian Church, a Kansas not for profit corporation, Phillip D. Elder, Treasurer.

Notary Public

My Appointment Expires: _____

CON2013-04