

### AGREEMENT

NOW, on this \_\_\_\_\_ day of \_\_\_\_\_, 2004 the City of Lawrence, Kansas, a municipal corporation, hereinafter referred to as party of the first part, and Roger Morningstar, Managing Member, CFM, L.L.C., his successors in title and assigns, hereinafter referred to as party of the second part, in consideration of the mutual understanding and promises contained herein, do hereby agree as follows:

1. That the party of the first part will accept dedication of easements and right-of-way for the following legally described property, to-wit:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE 6<sup>TH</sup> P.M. IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°05'25" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 859.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°05'25" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 428.05 FEET TO A POINT 40.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°11'21" EAST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 277.70 FEET (277.90, DEED); THENCE SOUTH 02°05'28" EAST A DISTANCE OF 428.13 FEET TO A POINT DESCRIBED 859.47 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°12'22" WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 277.71 FEET TO THE POINT OF BEGINNING CONTAINING 118,880 SQUARE FEET OR 2.7291 ACRES, MORE OR LESS.

2. That the party of the first part will not require at this time a Benefit District for the construction of a 12 inch waterline along Queens Road for/on the above-described property.
3. That the party of the second part waives and relinquishes any right he/she may have under K.S.A. 12-6AO6 to protest a Benefit District for the construction of a 12 inch waterline extension along Queens Road or/on the above described property for a period of thirty (30) years, and that such agreement is intended to be a covenant running with the land for said period of time.

IN WITNESS WHEREOF, the said parties of the first and second parts have hereunto set their hands, and the Mayor of the City of Lawrence has signed this agreement on behalf of the said party of the first part, and the owner of the subject property has signed this agreement on behalf of the said party of the second part, and the said party of the first part has caused these presents to be attested by its clerk and the seal of said City to be hereto attached, this \_\_\_\_\_ day, of \_\_\_\_\_, 2004.

City of Lawrence, Kansas

ATTEST:

By \_\_\_\_\_  
Mike Rundle, Mayor  
Party of the First Part

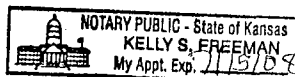
\_\_\_\_\_  
City Clerk

By *Roger Morningstar*  
Roger Morningstar, Managing Member  
CFM, L.L.C.  
Party of the Second Part

Subscribed and sworn to before me this 18<sup>th</sup> day of November, 2004.

My Commission Expires: 7/15/08

*Kelly S. Freeman*  
Notary Public



AGREEMENT

NOW, ON THIS 14 day of May, 2002, the City of Lawrence, Kansas, a municipal corporation, hereinafter referred to as Party of the First Part, and Michael D. Stultz, Managing Member, Green Tree, L.C., his successors in title and assigns, hereinafter referred to as Party of the Second Part, in consideration of the mutual understanding and promises contained herein, do hereby agree as follows:

1. That the Party of the first part will accept dedication of easements and rights-of-way for the following legally described property, to-wit:  
  
Park West, an addition in the City of Lawrence, Douglas County, Kansas
2. That the Party of the First Part will not require at this time the construction of street and sidewalk improvements for Queens Road (E. 1000 Road).
3. That the Party of the Second Part waives and relinquishes any right it may have under K.S.A. 12-6A06 to protest the construction of streets for/on the above-described property for a period of thirty (30) years, and that such agreement is intended to be a covenant running with the land for said period of time.

IN WITNESS WHEREOF, the said Parties if the First and Second Parts have hereunto set their hands, and the Mayor of the City of Lawrence has signed this agreement on behalf of the said Party of the First Part, and the owner if the subject property has signed this agreement on behalf of said Party of the Second Part, and the said Party of the First Part has caused these presents to be attested by its clerk and the seal of said City to be hereto attached this 14th day of May, 2002.

City of Lawrence, Kansas

ATTEST:

Frank S. Reeb  
Frank S. Reeb, City Clerk

By Sue Hack  
Sue Hack, Mayor  
Party of the First Part

By Michael D. Stultz  
Michael D. Stultz, Managing Member,  
Green Tree, L.C.

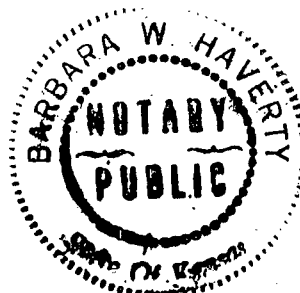
STATE OF KANSAS )  
COUNTY OF DOUGLAS ) SS:

BE IT REMEMBERED, that on this May 13th day of May, 2002, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael D. Stultz, Managing Member, Green Tree, L.C., who is personally known to me to be the same person who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be his voluntary act and deed.

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

Barbara W. Haverly  
Notary Public

My Appointment Expires: Nov. 20, 2005



## AGREEMENT

NOW, ON THIS 9 day of July, 2002, the City of Lawrence, Kansas, a municipal corporation, hereinafter referred to as Party of the First Part, and Glen Westervelt, Managing Member, Westwood, L.L.C., his successors in title and assigns, hereinafter referred to as Party of the Second Part, in consideration of the mutual understanding and promises contained herein, do hereby agree as follows:

1. That the Party of the first part will accept dedication of easements and rights-of-way for the following legally described property, to-wit:  
  
Westwood Hills 3<sup>rd</sup> Plat, an addition in the City of Lawrence, Douglas County, Kansas
2. That the party of the Second Part acknowledges and agrees that Wakarusa Drive improvements, from the west side of Westwood Hills Final Plat to Queens Road (E. 1000 Road) be initiated prior to the issuance of building permits for single-family homes.
3. That the party of the Second Part acknowledges and agrees that Wakarusa Drive improvements, from the west side of Westwood Hills Final Plat to Queens Road (E. 1000 Road) will be completed prior to issuance of occupancy permits for single-family homes.

IN WITNESS WHEREOF, the said Parties if the First and Second Parts have hereunto set their hands, and the Mayor of the City of Lawrence has signed this agreement on behalf of the said Party of the First Part, and the owner if the subject property has signed this agreement on behalf of said Party of the Second Part, and the said Party of the First Part has caused these presents to be attested by its clerk and the seal of said City to be hereto attached this 9 day of July, 2002.

City of Lawrence, Kansas

ATTEST:



By

Sue Hack

Sue Hack, Mayor  
Party of the First Part

By

Glen Westervelt

Glen Westervelt, Managing Member,  
Westwood, L.L.C.

STATE OF KANSAS )

SS:

COUNTY OF DOUGLAS )

BE IT REMEMBERED, that on this 9 day of July, 2002, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Glen Westervelt, Managing Member, Westwood, L.L.C., who is personally known to me to be the same person who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be his voluntary act and deed.

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

Frank A. Male  
Notary Public

My Appointment Expires: 2-14-03



My Appt. Exp. 2-14-03



Index ☒ Numerical Index ☐  
No. 241271 Book 807 Page  
State of Kansas, Douglas County,  
Recorded in Book 807 Page(s): 734  
Filed Oct 30, 2002 9:35 AM Fees \$  
Register of D

AGREEMENT

NOW, ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2005, the City of Lawrence, Kansas, a municipal corporation, hereinafter referred to as Party of the First Part, and \_\_\_\_\_, their successors in title and assigns, hereinafter referred to as Party of the Second Part, in consideration of the mutual understanding and promises contained herein, do hereby agree as follows:

1. That the Party of the first part will accept dedication of easements and rights-of-way for the following legally described property, to-wit:  
  
Lot 1, Seventh Day Adventist Church in the City of Lawrence, Douglas County, Kansas.
2. That the Party of the First Part will not require at this time the construction of street and sidewalk improvements to Branchwood Drive.
3. That the Party of the Second Part waives and relinquishes any right it may have under K.S.A. 12-6A06 to protest the formation of a benefit district for street improvements to the above-described property for a period of thirty (30) years, and that such agreement is intended to be a covenant running with the land for said period of time.

IN WITNESS WHEREOF, the said Parties if the First and Second Parts have hereunto set their hands, and the Mayor of the City of Lawrence has signed this agreement on behalf of the said Party of the First Part, and the owner of the subject property has signed this agreement on behalf of said Party of the Second Part, and the said Party of the First Part has caused these presents to be attested by its clerk and the seal of said City to be hereto attached this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

J.R.  
City Clerk

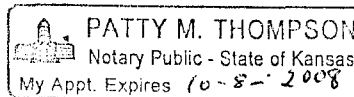
City of Lawrence, Kansas  
By Mike Rundle  
Mike Rundle, Mayor  
Party of the First Part

By Don Stricker  
Don Stricker, Vice President  
Kansas/Nebraska Association  
of Seventh Day Adventist, Inc.

By Jim Glass  
Jim Glass, Treasurer  
Kansas/Nebraska Association  
of Seventh Day Adventist, Inc.

STATE OF Kansas  
COUNTY OF Shawnee )

SS:



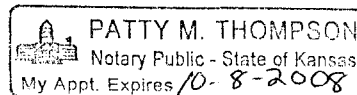
BE IT REMEMBERED, that on this 24th day of February, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, Don Stricker, Vice President, Kansas/Nebraska Association of Seventh Day Adventist, Inc., who is personally known to me to be the same person(s) who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be his/her voluntary act and deed.

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

Notary Public Patty M. Thompson My Appointment Expires: 10-8-2008

STATE OF Kansas  
COUNTY OF Shawnee )

SS:



BE IT REMEMBERED, that on this 24th day of February, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, Jim Glass, Treasurer, Kansas/Nebraska Association of Seventh Day Adventist, Inc., who is personally known to me to be the same person(s) who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be his/her voluntary act and deed.

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

Notary Public Patty M. Thompson My Appointment Expires: 10-8-2008

## AGREEMENT

NOW, on this 18<sup>th</sup> day of June, 2004 the City of Lawrence, Kansas, a municipal corporation, hereinafter referred to as party of the first part, and Roger Morningstar, Managing Member, CFM, L.L.C., his successors in title and assigns, hereinafter referred to as party of the second part, in consideration of the mutual understanding and promises contained herein, do hereby agree as follows:

1. That the party of the first part will accept dedication of easements and right-of-way for the following legally described property, to-wit:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE 6<sup>TH</sup> P.M. IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°05'25" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 859.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°05'25" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 428.05 FEET TO A POINT 40.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°11'21" EAST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 277.70 FEET (277.90, DEED); THENCE SOUTH 02°05'28" EAST A DISTANCE OF 428.13 FEET TO A POINT DESCRIBED 859.47 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°12'22" WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 277.71 FEET TO THE POINT OF BEGINNING CONTAINING 118,880 SQUARE FEET OR 2.7291 ACRES, MORE OR LESS.


2. That the party of the first part will not require at this time a Benefit District for improvements for Queens Road, Overland Drive, and the intersection of Queens Road/Overland Drive for/on the above-described property.
3. That the party of the second part waives and relinquishes any right he/she may have under K.S.A. 12-6AO6 to protest a Benefit District for improvements for Queens Road, Overland Drive, and the intersection of Queens Road/Overland Drive or/on the above described property for a period of thirty (30) years, and that such agreement is intended to be a covenant running with the land for said period of time.


IN WITNESS WHEREOF, the said parties of the first and second parts have hereunto set their hands, and the Mayor of the City of Lawrence has signed this agreement on behalf of the said party of the first part, and the owner of the subject property has signed this agreement on behalf of the said party of the second part, and the said party of the first part has caused these presents to be attested by its clerk and the seal of said City to be hereto attached, this 18<sup>th</sup> day, of JUNE, 2004.

ATTEST:

  
City Clerk

City of Lawrence, Kansas

By   
Mike Rundle, Mayor  
Party of the First Part

By   
Roger Morningstar, Managing Member  
CFM, L.L.C.  
Party of the Second Part