WESTWOOD HUS SED FAT ATTH PLAT

WESTWOOD HILLS

LANDON CT. ADD.

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WESTWOOD HILLS TOUNHOMES

		AGREEMENT		
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	74	day of Vive	m	2000, the City of Lawrence
NOW, ON THIS		_ day of _ o o t		_ 2000, are only or zame

Kansas, a municipal corporation, hereinafter referred to as Party of the First Part, and 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:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°07'45" EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, 2008.72 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE SOUTH 01°56'12" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION, 661.97 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE NORTH 88°09'18" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION, 668.89 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE SOUTH 01°52'39" EAST, ALONG THE EAST LINE OF SAID QUARTER SECTION, 1986.81 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 88°13'57" WEST, ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 1333.66 FEET TO THE SOUTHEAST CORNER OF SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID QUARTER SECTION; THENCE NORTH 01°59'46" WEST, ALONG THE EAST LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID QUARTER SECTION, 661.67 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID QUARTER SECTION; THENCE SOUTH 88°12'24" WEST, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID QUARTER SECTION, 1335.03 FEET TO THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID QUARTER SECTION, 1335.03 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID QUARTER SECTION; THENCE NORTH 02°06'55" WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, 1983.22 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 131.966 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

2. 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 sidewalks and/or streets for Queens Road 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 , 2000. City of Lawrence, Kansas mes R. Henry, Mayor Party of the First Part Hummert, City Clerk Raymon¢⁄J John S./Bush, Partner Westwood L.L.C. Party of the Second Part STATE OF KANSAS) SS: COUNTY OF DOUGLAS) BE IT REMEMBERED, that on this , 2000, before me, the undersigned, a Notary Pubic in and for the County and State aforesaid, came John S. Bush, Partner, 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. LISA K. STONEKING Notary Publicy State of Kansas My Appt. Expires My Appointment Expires:

Index Numerical Index 25-19 No. 188948 Book 690 Page 1227
State of Kansas, Douglas County, SS.
Recorded in Book 690 Page(s): 1226 - 1227
Filed Nov 14, 2000 8:53 AM Fees \$8.00

Recorded in Book 690 Page(s): 1226 - 1227
Filed Nov 14, 2000 8:53 AM Fees \$8.00
Register of Deeds

AGREEMEN	

	NOW, ON THIS 8 day of Aug 2006, the City of Lawrence,
	Kansas, a municipal corporation, hereinafter referred to as Party of the First Part, and Michael D. Stultz, 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:
	NE ¼ SE ¼ Section 29, Township 12 South, Range 19 East (to be known as Loges 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 improvements for Queens Road
	and Overland 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 construction of improvements 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
	day of
	City of Lawrence, Kansas
٠.	ATTEST: By When I y
1	Mike Amyx, Mayor / Party of the First Part
	Co C
	By Wichael D. Stultz
	Wildlaci D. Stunz
	STATE OF KANSAS)
) SS:
	COUNTY OF DOUGLAS)
	BE IT REMEMBERED, that on this 2nd day of August, 2006, before me, the
	undersigned, a Notary Pubic in and for the County and State aforesaid, came Michael D. Stultz, 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.
	Xindard Hours
	Notary Public
•	
	My Appointment Expires: 4-22-07
•	Ougliss County Register of Deeds Book: 1012 Page: 3301 LINDA D. HOOVER NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 9-23-07
٠,	DOOK: 1012 Fage: 3301





NOW, ON THIS 8 day of Also 2006, the City of Lawrence, Kansas, a municipal corporation, bereinafter referred to as Party of the First Part, and Michael D. Stultz, 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 NE ½ SE ½ Section 29, Township 12 South, Range 19 East (to be known as Loges Addition), in the City of Lawrence, Douglas County, Kansas. 2. That the Party of the First Part will not require at this time the installation and synchronization of traffic control signals for the intersections along W. 6° Street from K-10 to Wakansas 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 construction of improvements 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 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 Active City of Lawrence, Karsas STATE OF KANSAS COUNTY OF DOUGLAS) SS: COUNTY OF DOUGLAS) BE IT REMEMBERED, that on this Active		AGREEMENT
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Part has caused these presents to be attested by its clerk and the seal of said City to be hereto attached this 6 day of 2006. City of Lawrence, Kansas By Mike Amyx, Mayor Party of the First Part By Michael D. Stultz STATE OF KANSAS COUNTY OF DOUGLAS) BE IT REMEMBERED, that on this 2004 day of Acquest 2006, before me, the undersigned, a Notary Pubic in and for the County and State aforesaid, came Michael D. Stultz, 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. My Appointment Expires: 9-23-07 Douglas County Rogietar of Double Book: 1012 Page: 3302 Receipt ** 366471		
ATTEST By Mike Amyx, Mayord Party of the First Part By Michael D. Stultz STATE OF KANSAS COUNTY OF DOUGLAS BE IT REMEMBERED, that on this Aday of Agriculture of Deads Book: 1012 Page: 3302 Recorpt ** 356471 Recording Four \$40.00 City of Lawrence, Kansas City of Lawrence, Kansas By Mike Amyx, Mayord Party of the First Part By Michael D. Stultz By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz Aday of Agriculture of Deads By Michael D. Stultz By Michael D. Stultz Agriculture of Deads By Michael D. Stultz Agriculture of Deads By Michael D. Stultz Agriculture of Deads By Mike Amyx, Mayord Party of the First Part By Michael D. Stultz Agriculture of Deads By Michael D. Stultz By Michael D. Stultz Agriculture of Deads By Michael D. Stultz By Michael D. Stultz Agriculture of Deads By Michael D. Stultz By Michael D. Stultz By Michael D. Stultz Agriculture of Deads By Mike Amyx, Mayord By Michael D. Stultz By Michael D.		
City of Lawrence, Kansas By Mike Amyx, Mayord Party of the First Part By Michael D. Stultz STATE OF KANSAS SS: COUNTY OF DOUGLAS BE IT REMEMBERED, that on this day of undersigned, a Notary Public in and for the County and State aforesaid, came Michael D. Stultz, 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. My Appointment Expires: Douglas County Register of Books Book: 1012 Page: 3302 Recording Four \$8.00	Part h	\sim .
By Mike Amyx, Mayor Party of the First Part By Michael D. Stultz STATE OF KANSAS SS: COUNTY OF DOUGLAS BE IT REMEMBERED, that on this Add ay of Agust 2006, before me, the undersigned, a Notary Pubic in and for the County and State aforesaid, came Michael D. Stultz, 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. My Appointment Expires: Douglas County Register of Deeds Book: 1012 Page: 3302 Receipt **: 366471 Pages Recorded: 1		
Mike Amyx, Mayor Party of the First Part By Michael D. Stultz STATE OF KANSAS SS: COUNTY OF DOUGLAS BE IT REMEMBERED, that on this	.,	City of Lawrence, Kansas
Mike Amyx, Mayor Party of the First Part By Michael D. Stultz STATE OF KANSAS SS: COUNTY OF DOUGLAS BE IT REMEMBERED, that on this	•	
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	Receipt #	1: 366471 Recording Fee: \$8.00 , corded: 1

AGREEMENT

NOW, O	VTHIS		day of		2005	i. the	City of	L'awrence,
Kansas, a	a municipal co	rporation, herei	nafter referred t	o as Party of	the First Part,	and _		
to as Par		nd Part, in cons	thesideration of the	oir culoocoo	ro in title and .	!	, hereinaf es contai	ter referred ned herein,
1. T	hat the Party	of the first part ed property, to-v	will accept ded vit:	ication of eas	ements and ri	ghts-of-	way for th	ne following
	Lot 1, Sev	enth Day Adven	itist Church in th	ne City of Law	rence, Dougla	ıs Coun	ty, Kansa	s.
2. T	hat the Party	of the First Pa to <u>Branchwood</u>	art will not requi <u>Drive</u> .	ire at this tim	e the constru	ction of	street an	ıd sidewalk
p	property for a	si the formation	Part waives are of a benefit do (30) years, and period of time.	istrict for stre	et improveme	ents to t	the above	a-described
First Part Second F	, and the own Part, and the	or the City of Land of the subject of the said Party of the be hereto attach	e said Parties awrence has si ect property has e First Part has ned this, 20	gned this agrees signed this caused thes	eement on be	half of the	the said F	Carty of the
		•		011 7.11				_
ATTEST:	K.A	^	. •	ByMike	Rundle, Mayor y of the First F	Rv. or	mle	
Kansas/N	ker, Vice Pres lebraska Asso h Day Advent	ciation		Kans	Glass, Treasur as/Nebraska venth Day Ad	Associa	tion Inc.	
STATE O	of Shaw	nel)	SS:	A F	PATTY M. THO lotary Public - State Expires イャッター	OMPSOI	N es	
undersign Kansas/N person(s) execution In year last a	BE IT REMEM ned, a Notary lebraska Asso who execute of the same to N TESTIMON above mention	BERED, that or Public in and fo ociation of Seve ed the foregoin to be his/her vol Y WHEREOF, ned.	n this 24th or the County and nth Day Adventing instrument countary act and of I have hereunton	ist, Inc., who is of writing, and deed. o set my hand	s personally k d such perso d and affixed i	nown to ns duly my offic	o me to be acknowl	e the same ledged the
Notary Pu	iblic Fatty N	1. Mompsa	<u>~</u> Му Арро	ointment Expir	res: 10 - 5	8-2	00g	
STATE O	of Sheur	<u>22)</u> nee)	SS:	(*	PATTY Notary Put My Appt. Expires	M. THO	MPSON of Kansas 2008	
undersign Kansas/N person(s) execution I ^N year last a	E IT REMEM led, a Notary lebraska Asso who execute of the same to N TESTIMON above mention	BERED, that on Public in and citation of Sever ed the foregoin to be his/her volvy WHEREOF, ned.	this 2450 for the County of the County of instrument of untary act and of I have hereunto	y and State ist, Inc., who i if writing, and leed. I set my hand	aforesaid, oan s personally k d such person d and affixed r	me, <u>Jim</u> nown to ns duly my offic	n Glass, o me to be acknowl	e the same ledged the ne day and
Notary Pu	iblic Patte	M. (homy	os € My Appo	ointment Expir	res: <u>LD'</u> -	8-2	100 8	<u> </u>
	•	•						

Greentree PF. 04.09.02 5.

AGREEMENT

NOW, ON THIS day of 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:
 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
 That the Party of the First Part will not require at this time the construction of street and sidewalk improvements for <u>Queens Road (E. 1000 Road)</u>.
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
Tair this caused these presents to be attested by its clerk and the seal of said City to be hereto attached this
day of May , 2002.
City of Lawrence, Kansas
,
ATTEST: By Sue Hack Sue Hack, Mayor Party of the First Part
Michael D. Stultz, Managing Member, Green Tree, L.C.
STATE OF KANSAS
COUNTY OF DOUGLAS SS:
BE I'T REMEMBERED, that on this
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.
Borbara W. Haverty Notary Public
My Appointment Expires: Nov. 20, 2005
THE RA W MAN





Douglas County Register of Deeds Book: 1127 Page: 5433-5434

Receipt #: 471014 Pages Recorded: 2 Cashier Initials: rec

Authorized By Jay Pioness



18760

AGREEMENT

NOW, on this ______ day of ______, 2015, the City of Lawrence, Kansas, a municipal corporation, hereinafter referred to as party of the first part, Timothy F. Stultz, Member, West End Properties, LC and owner of Lot 27, Block 3, KELLYN ADDITION, and his/her 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 not require at this time the construction of street, storm sewer, waterline, and sidewalks improvements for/on Queens Road for the above described property.
- 2. That the party of the second part waives and relinquishes any right he/she may have under K.S.A. 12-6A06 to protest the formation of a benefit district to finance the construction of sidewalks, street, waterline, and storm sewer improvements 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.

City of Lawrence, Kansas

Mike Amyx, Mayor

Party of the First Part

ATTEST:

CITY CLERK

Diane Bucia

Book: 1127 Page: 5434

Timothy F. Stultz, Member
West End Properties, LC
411 N. Iowa
Lawrence, KS 66044

SHARI MEYER
MY COMMISSION EXPIRES
SEAL MY COMMISSION EXPIRES
March 18, 2017

Member

COUNTY OF Deschar

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

Notary Public

My Commission Expires:

march 18,2017

LINKS 6TH+aveens

AGREEMENT

THIS AGREEMENT is made this day of Section, 2016, by and between the City of Lawrence, Kansas, a municipal corporation, and The Links at Kansas, a Limited Partnership.

RECITALS

A. The Links at Kansas, a Limited Partnership., is the owner of record of that certain real property ("the Property") located in Douglas County, Kansas, and bearing the legal description, to-wit:

LOT 1, BLOCK 1; LOT 1, BLOCK 2; AND TRACT 1, BLOCK 3; OF PHASE THE LINKS AT KANSAS 1ST ADDITION, AN ADDITION TO THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS;

- **B.** The Owner wishes to plat the Property, but does not, at this time, wish to construct public improvements for the intersection of Queens Road and West 6th Street as would otherwise be required by City of Lawrence, Kan., Code § 20-811 (Jan. 1, 2015).
- C. The City nevertheless agrees to accept the dedication of easements and rights of way in the proposed plat of the Property, contingent, among other things, upon the execution of this Agreement and compliance with its terms.

TERMS

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

- 1. Covenant. In exchange for the City's acceptance of dedication of easements and rights of way on the plat of the Property and for other good and valuable consideration, the Owner hereby irrevocably waives and relinquishes any right it may have under K.S.A. 12-6a06, or any amendment thereto, to protest the inclusion of the Property in any improvement district for the construction of public improvements for the intersection of Queens Road and West 6th Street, including but not limited to signalization and geometric improvements.
- **Term.** This Agreement shall be effective as of the date written above and shall be in full force and effect for a period of thirty years approximately, terminating at 11:59 p.m. on December 31, 2046.

Douglas County Register of Deeds Book: 1140 Page: 3827-3830

Receipt #: 488227 Pages Recorded: 4 Cashier Initials: rec Authorized By Kay Peones

Date Recorded: 10/5/2016 1:08:30 PM

1

Binding Effect. This Agreement shall, at all times, be binding upon the City, Owner, and their respective heirs, successors, and assigns, it being the intent of the parties that this Agreement shall be a covenant that runs with the land, and shall be for the benefit of and shall oblige all future owners of the Property.

- **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.
- **Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth *verbatim*.

[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:
CITY OF LAWRENCE, KANSAS, a municipal corporation

MIKE AMYX

Mayor

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 13 day of September, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Mike Amyx, as Mayor 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:

A ANGELA R. NAVARRO

Notary Public - State of Kansas,
My Appt. Expires 2.24-2020 TEST:

Brandon McGuire, Acting City Clerk Sherry Riedemann

i www.

The Links at Kansas, a Limited Partnership
By: The Links at Karsas Management
Company, LLC, its General Partner
By:
James Earl "Lyndy" Lindsey, Manager
ACKNOWLEDGMENT
NORTH THE PARTY OF
ATTENIEX
THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)
Was Hinlton '
BE IT REMEMBERED , that on this 12^{10} day of 400^{1} , 2016, before
me the undersigned, a notary public in and for the County and State aforesaid, came
James Earl "Lyndy" Lindsey, Manager of General Partner, 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.
Count Ilong
Motary Public (name printed or typed)
Public (name printed or typed)
My Appointment Evnirge
My Appointment Expires. JOY L. HOOPS Notary Public
Washington County - Arkensas Commission # 12400437
Expires: September 1, 2024

AGREEMENT

THIS AGREEMENT is made this 13th day of Sender, 2016, by and between the City of Lawrence, Kansas, a municipal corporation, and The Links at Kansas, A Limited Partnership.

RECITALS

A. The Links at Kansas, A Limited Partnership, is the owner of record of that certain real property ("the Property") located in Douglas County, Kansas, and bearing the legal description, to-wit:

LOT 1, BLOCK 1; LOT 1, BLOCK 2; AND TRACT 1, BLOCK 3; OF PHASE THE LINKS. AT KANSAS 1ST ADDITION, AN ADDITION TO THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS;

- **B.** The Owner wishes to plat the Property, but does not, at this time, wish to construct public improvements on the Property along <u>Queens Road</u> as would otherwise be required by City of Lawrence, Kan., Code § 20-811 (Jan., 2015).
- C. The City nevertheless agrees to accept the dedication of easements and rights of way in the proposed plat of the Property, contingent, among other things, upon the execution of this Agreement and compliance with its terms.

TERMS

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

- 1. Covenant. In exchange for the City's acceptance of dedication of easements and rights of way on the plat of the Property and for other good and valuable consideration, the Owner hereby irrevocably waives and relinquishes any right it may have under K.S.A. 12-6a06, or any amendment thereto, to protest the inclusion of the Property in any improvement district for the construction of public improvements on Queens Road, including but not limited to sidewalks, streets, intersection improvements (geometric and signalization), water and wastewater transmission lines, and other facilities.
- **Term.** This Agreement shall be effective as of the date written above and shall be in full force and effect for a period of thirty years approximately, terminating at 11:59 p.m. on December 31, 2046.



Douglas County Register of Deeds Book: 1140 Page: 3815-3818

Receipt #: 488227 Pages Recorded: 4 Cashier Initials: rec Recording Fee: \$48.00 Authorized By Jay Peonee

Date Recorded: 10/5/2016 1:08:27 PM

Binding Effect. This Agreement shall, at all times, be binding upon the City, Owner, and their respective heirs, successors, and assigns, it being the intent of the parties that this Agreement shall be a covenant that runs with the land, and shall be for the benefit of and shall oblige all future owners of the Property.

- **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.
- **Governing Law.** This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.
- **6. Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth *verbatim*.

[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:
CITY OF LAWRENCE, KANSAS, a
municipal corporation

MIKE AMYX

Mayor

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 13th day of September, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Mike Amyx, as Mayor 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: 2.24.2020

ANGELA R. NAVARRO
Notary Public - State of Kansas

My Appt. Expires 2 - 24-2020

ATTEST:

Brandon McGuire, Acting City Clerk

Sherri Riedemann

The Links at Kansas, a Limited Partnership By: The Links at Kansas Management Company, ALC, Its General Partner
By: James Earl "Lyndy" Lindsey, Manager
ACKNOWLEDGMENT
THE STATE OF KANSAS)
THE COUNTY OF DOUGLAS) ss:
me the undersigned, a notary public in and for the County and State aforesaid, came James Earl "Lyndy" Lindsey, Manager of General Partner, 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 (name printed or typed)
My Appointment Expires: JOY L. HOOPS Notary Public Washington County - Arkansas Commission # 12400437 Expires: September 1, 2024

AGREEMENT

THIS AGREEMENT is made this 3 day of 5 contempor, 2016, by and between the City of Lawrence, Kansas, a municipal corporation, and The Links at Kansas, a Limited Partnership.

RECITALS

A. The Links at Kansas, a Limited Partnership, is the owner of record of that certain real property ("the Property") located in Douglas County, Kansas, and bearing the legal description, to-wit:

LOT 1 BLOCK 1; LOT 1, BLOCK 2; AND TRACT 1, BLOCK 3 OF PHASE THE LINKS AT KANSAS $1^{\rm ST}$ ADDITION, AN ADDITION TO THE CITY OF LAWRENCE DOUGLAS COUNTY, KANSAS

- **B.** The Owner wishes to plat the Property, but does not, at this time, wish to construct public improvements for the intersection of Queens Road and Wakarusa Drive as would otherwise be required by City of Lawrence, Kan., Code § 20-811 (Jan. 1, 2015).
- C. The City nevertheless agrees to accept the dedication of easements and rights of way in the proposed plat of the Property, contingent, among other things, upon the execution of this Agreement and compliance with its terms.

TERMS

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

- 1. <u>Covenant</u>. In exchange for the City's acceptance of dedication of easements and rights of way on the plat of the Property and for other good and valuable consideration, the Owner hereby irrevocably waives and relinquishes any right it may have under K.S.A. 12-6a06, or any amendment thereto, to protest the inclusion of the Property in any improvement district for the construction of public improvements for the intersection of Queens Road and Wakarusa Drive, including but not limited to signalization and geometric improvements.
- **Term.** This Agreement shall be effective as of the date written above and shall be in full force and effect for a period of thirty years approximately, terminating at 11:59 p.m. on December 31, 20146.

Douglas County Register of Deeds Book: 1140 Page: 3823-3826

Receipt #: 488227 Pages Recorded: 4 Cashier Initials: rec Recording Fee: \$48.00
Authorized By Lay Pennee

Date Recorded: 10/5/2016 1:08:29 PM

Binding Effect. This Agreement shall, at all times, be binding upon the City, Owner, and their respective heirs, successors, and assigns, it being the intent of the parties that this Agreement shall be a covenant that runs with the land, and shall be for the benefit of and shall oblige all future owners of the Property.

- **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.
- **Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth *verbatim*.

[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:
CITY OF LAWRENCE, KANSAS, a
municipal corporation

MIKE AMYX Mayor

ACKNOWLEDGMENT

THE STATE OF KANSAS)	
)	SS:
THE COUNTY OF DOUGLAS) .	

BE IT REMEMBERED, that on this <u>13</u> day of <u>September</u>, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Mike Amyx, as Mayor 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:

ANGELA F... NAVARRO
Notary Public - State of Kansas

ATTEST:

Brandon McGuire, Acting City Clerk

sherri Riedemann

The Links at Kansas, a Limited Partnership By: The Links at Kansas Management Company LLC Its General Partner						
By: James Earl "Lyndy" Lindsey, Manager						
<u>ACKNOWLEDGMENT</u>						
THE STATE OF KANSAS)) ss:						
THE COUNTY OF DOUGLAS) WASPINGTON						
me the undersigned, a notary public in and for the County and State aforesaid, came James Earl "Lyndy" Lindsey, Manager of General Partnership, 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 notaria seal, the day and year last written above.						
Notary Public (name printed or typed)						
My Appointment Expires: JOY L. HOOPS Notary Public Washington County - Arkansas Commission # 12400437 Expires: September 1, 2024						

overland pointe

AGREEMENT

NOW, on this 186 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 rightof-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^{TH} 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 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. (Now known as Overland Pointe Addition.)

- 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.

City of Lawrence, Kansas

Mike Rundle, Mayor Party of the First Part

oger Morningstar, Managing Member

Dartin at the Ca

Party of the Second Part

Subscribed and sworn to before me this
A BORINA COLORDO CALLE
ROBIN M. CRABTREE Notary Public Wy Appt. Exp. 116/2007
My Commission Expires: 1/4/2005

17-792 28-12-19 56 (64)



Douglas County Register of Deeds Book: 1034 Page: 4486

Receipt *: 3B3695
Pages Recorded: 2
Cachier Initials: rec

Data Recorded: 3/22/2008 2:25:14 PM

mail City of Commence

Park west

<u>AGREEMENT</u>						
NOW, ON T	ніѕ \4	day of	20	02, the City of Lawrence, Kansas,		
a municipal corporatio	on, hereinafter referred to	o as Party of the First F		D. Stultz, Managing Member,		
Green Tree, L.C., his	successors in title and a	ssigns, hereinafter refer	rred to as Party of	the Second Part, in consideration		
of the mutual understan	nding and promises con	tained herein, do hereb	y agree as follows	:		
Į.	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					
	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).					
	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	S WHEREOF, the said l	Parties if the First and S	Second Parts have	hereunto set their hands, and the		
Mayor of the City of La	awrence has signed this	agreement on behalf o	f the said Party of	the First Part, and the owner if		
the subject property has	s signed this agreement	on behalf of said Party	of the Second Par	t, and the said Party of the First		
Part has caused these p	resents to be attested by day of May	its clerk and the seal o	of said City to be h	ereto attached this		
	/		of Lawrence, Kan	sas		
ATTEST: ATTEST: Frank S. Reeb, City Cle	erk		Sue Hack, Mayor Party of the First F	Hack Part		
			Michael D. Stultz, Green Tree, L.C.	Managing Member,		
STATE OF KANSAS)					
COUNTY OF DOUGL		SS:	.			
undersigned, a Notary F Green Tree, L.C., who i writing, and such person	is personally known to r ns duly acknowledged tl	ne to be the same persone execution of the sam	on who executed the to be his voluntation	ficial seal the day and year last		
			Nota	ry Public		
My Appointment Expire	cs: <u>lov. 20,</u>	2005	C. C	PUBLIC		