

188948

WESTWOOD HILLS 2ND PLAT
4TH PLAT
8TH PLAT
WESTWOOD HILLS
LONDON CT. ADD.
WESTWOOD HILLS TOWNSHIP

AGREEMENT

NOW, ON THIS 7th day of November 2000, the City of Lawrence,

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:

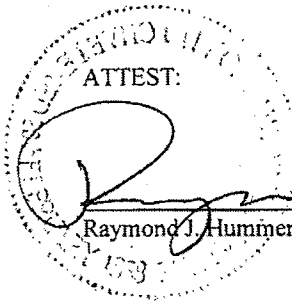
BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°07'45" EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, 2008.72 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE SOUTH 01°56'12" EAST, ALONG THE WEST LINE OF THE 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

2nd day of November, 2000.

City of Lawrence, Kansas



Raymond J. Hummert, City Clerk

By

James R. Henry
James R. Henry, Mayor
Party of the First Part

By

John S. Bush
John S. Bush, Partner
Westwood L.L.C.
Party of the Second Part

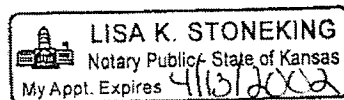
STATE OF KANSAS)

) SS:

COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 23rd day of October, 2000, before me, the undersigned, a Notary Public 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.

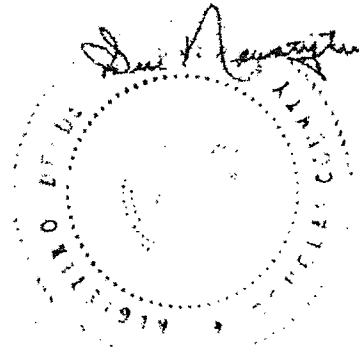
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above mentioned.



My Appointment Expires: _____

Lisa K. Stoneking
Notary Public

Index ☒ Numerical Index 28-21944
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
Register of Deeds



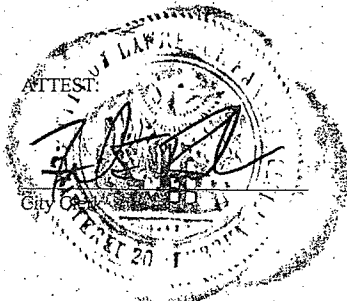
ENTIRE AREA 1 mile north of 6TH
1/2 mile west of QUEENS

AGREEMENT

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 1/4 SE 1/4 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 8
day of Aug, 2006.



City of Lawrence, Kansas

By Mike Amyx
Mike Amyx, Mayor
Party of the First Part

By Michael D. Stultz
Michael D. Stultz

STATE OF KANSAS)

SS:

COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 2nd day of August, 2006, before me, the
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.

Linda D. Hoover
Notary Public

My Appointment Expires: 9-22-07



Douglas County Register of Deeds
Book: 1012 Page: 3301

Receipt #: 366471
Pages Recorded: 1
Cashier Initials: rec

Recording Fee: \$8.00

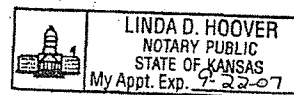
Authorized By: Ray Pearson

Date Recorded: 9/7/2006 4:18:37 PM



29-12-19 SE

S:\SDSKPROJ\2004\665\dwg\Platting\p\04665 Agreement-Queens-Overland.doc



800.. 1012 PAGE 3301

AGREEMENT

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 installation and synchronization of traffic control signals for the intersections along W. 6th Street from K-10 to Wakarusa 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 8 day of Aug, 2006.



City of Lawrence, Kansas

By Mike Amyx
Mike Amyx, Mayor
Party of the First Part

By Michael D. Stultz
Michael D. Stultz

STATE OF KANSAS)

SS:

COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 2nd day of August, 2006, before me, the 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.

Linda D. Hoover
Notary Public

My Appointment Expires: 9-22-07



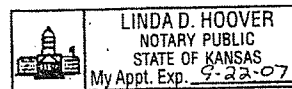
Douglas County Register of Deeds
Book: 1012 Page: 3302

Receipt #: 366471
Pages Recorded: 1
Cashier Initials: rec

Recording Fee: \$8.00

Authorized By: Sp4 Pearson

Date Recorded: 9/7/2006 4:08:38 PM



Branchwood is Queens
south of 6th

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.B.R.
City Clerk

City of Lawrence, Kansas

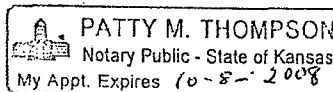
By Mike Rundle
Mike Rundle, Mayor
Party of the First Part

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:



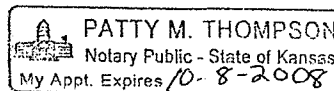
BE IT REMEMBERED, that on this 24th day of February, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, Don Stricker, Vice President, Kansas/Nebraska Association of Seventh Day Adventist, Inc., who is personally known to me to be the same person(s) who 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

Greentree

PF 04-09-02 S.

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





Douglas County Register of Deeds

Book: 1127 Page: 5433-5434

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

 Recording Fee: \$20.00
 Authorized By: Kay Pearson

Date Recorded: 8/26/2015 3:26:19 PM

AGREEMENT

18760

NOW, on this 6 day of August, 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.

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 6th day of August, 2015.



City of Lawrence, Kansas

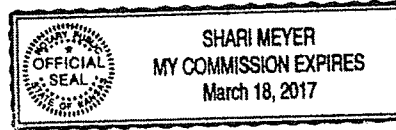
By Mike Amyx
 Mike Amyx, Mayor
 Party of the First Part

ATTEST:

Diane Bucia
 CITY CLERK
 Diane Bucia

City of Lawrence

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



STATE OF Kansas)
COUNTY OF Douglas :SS

BE IT REMEMBERED, that on this 6 day of August, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Timothy F. Stultz, Member, on behalf of West End Properties, LC, who is personally known to me to be the same person(s) who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Shari Meyer
Notary Public

My Commission Expires: March 18, 2017

LINKS
6TH + QUEENS

AGREEMENT

THIS AGREEMENT is made this 13th day of September, 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 1~~ 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.
- 2. 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

Recording Fee: \$48.00
Authorized By Kay Pearson

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



3. **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.
4. **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.
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



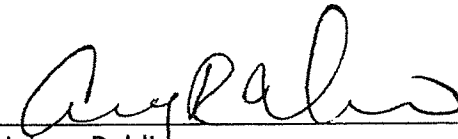
MIKE AMYX
Mayor

ACKNOWLEDGMENT

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

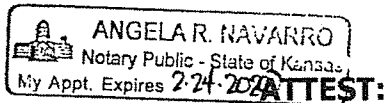
BE IT REMEMBERED, that on this 13th day of September, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Mike Amyx, as Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and 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: :





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: [Signature]
James Earl "Lyndy" Lindsey, Manager

ACKNOWLEDGMENT

THE STATE OF ~~KANSAS~~ ^{ARKANSAS})
) ss:
THE COUNTY OF ~~DOUGLAS~~ ^{WASHINGTON})

BE IT REMEMBERED, that on this 12th day of April, 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.

[Signature]
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 13th day of September, 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 Queens Road 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.
- 2. 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 Kay Pearson

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

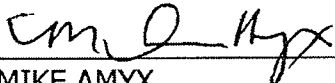


3. **Binding Effect.** This Agreement shall, at all times, be binding upon the City, Owner, and their respective heirs, successors, and assigns, it being the intent of the parties that this Agreement shall be a covenant that runs with the land, and shall be for the benefit of and shall oblige all future owners of the Property.
4. **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.
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)

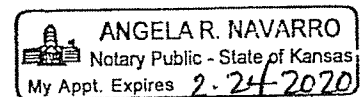
BE IT REMEMBERED, that on this 13th day of September, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Mike Amyx, as Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and 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.

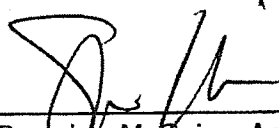


Notary Public

My Appointment Expires: 2-24-2020



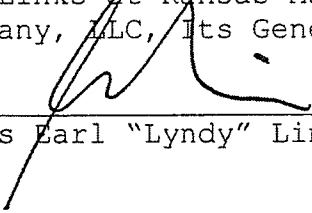
ATTEST:



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

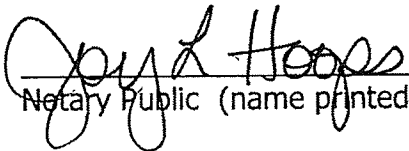
By: 
James Earl "Lyndy" Lindsey, Manager

ACKNOWLEDGMENT

THE STATE OF ~~KANSAS~~ ^{ARKANSAS})
THE COUNTY OF ~~DOUGLAS~~ ^{WASHINGTON}) SS:

BE IT REMEMBERED, that on this 12th day of April, 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.


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 13th day of September, 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 1~~ 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 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. 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 Wakarusa Drive, including but not limited to signalization and geometric improvements.
- 2. 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 *Kay Pearson*

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



3. **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.
4. **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.
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

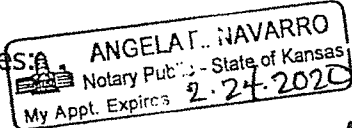
THE STATE OF KANSAS)
) SS:
THE COUNTY OF DOUGLAS)

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:  ANGELITA 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, LLC, Its General Partner

By: [Signature]
James Earl "Lyndy" Lindsey, Manager

ACKNOWLEDGMENT

THE STATE OF ~~KANSAS~~ ^{ARKANSAS})
)
THE COUNTY OF ~~DOUGLAS~~ ^{WASHINGTON}) SS:

BE IT REMEMBERED, that on this 12th day of April, 2016, before 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 notarial seal, the day and year last written above.

[Signature]
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 18th 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 6TH 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. (Now known as Overland Pointe Addition.)

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. 12-6A06 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 18th day, of June, 2004.



City of Lawrence, Kansas

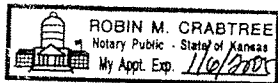
By

Mike Rundle
Mike Rundle, Mayor
Party of the First Part

By

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

Subscribed and sworn to before me this 17th day of June, 2004.



Robin M. Crabtree
Notary Public

My Commission Expires: 11/6/2005

17-792

TV 28-12-19 SW (city)



Douglas County Register of Deeds
Book: 1034 Page: 4486

Receipt #: 383695
Pages Recorded: 2
Cashier Initials: rec
Authorized By: Kay Parnell
Recording Fee: \$12.00
Date Recorded: 3/27/2008 2:25:14 PM



Mail City of Lawrence

Park west

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

