



\$12.00 MISCELLANEOUS
8 FEB 2001 9:36:56 AM Receipt #693
STATE OF KANSAS RILEY COUNTY
RECORDED BOOK 793 PAGE 34
M. CHARLOTTE SHAWVER, REGISTER OF DEEDS

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made effective as of the 10th day of January 2001, by GRAND MERE DEVELOPMENT, INC., a Kansas corporation ("Declarant");

WITNESSETH:

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WHEREAS, Declarant is the owner of a certain lot located within Grand Mere, Unit 1, a subdivision in the City of Manhattan, Riley County, Kansas, and more fully described in Exhibit "A" which is attached hereto and incorporated herein by this reference (which lot is herein called "Lot");

WHEREAS, a golf course is located on certain real estate in the City of Manhattan, Riley County, Kansas, which is more fully described on Exhibit "B" attached hereto (the "Golf Course Property") and which is currently owned by the Board of County Commissioners of Riley County, Kansas and leased by Kansas State University Golf Course Management and Research Foundation, a Kansas not-for-profit corporation ("Golf Course Lessee");

WHEREAS, Declarant and Golf Course Lessee desire that those persons playing golf on the Golf Course Property, whether members, guests, licensees, invitees or otherwise (which persons are herein called "Golfers") have the right that golf balls struck by Golfers can come over and on each Lot and that no claim for damages will be brought based on these activities.

NOW, THEREFORE, in consideration of the foregoing premises, Declarant hereby declares, creates and establishes the following rights and easements with respect to the Lot and the Golf Course Property:

1. Declarant hereby creates, reserving to itself and granting to the Board of County Commissioners of Riley County Kansas, and Golf Course Lessee, for the benefit of Golfers, the non-exclusive right and easement allowing golf balls hit by any Golfers using the Golf Course Property to come over on each Lot. The foregoing easement shall not relieve Golfers using the Golf Course Property of any liability they may have for property damage or personal injury resulting from the entry of golf balls or Golfers on any Lot.

2. The Declarant and the Golf Course Lessee, and any successor in title to the Golf Course Property, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on: (a) any invasion of the Lot owner's use or enjoyment of the Lot; (b) any claimed improper design of the Golf Course Property; (c) the level of skill of any Golfer (regardless of whether such Golfer has the permission of the management to use the Golf Course Property); or (d) trespass by any Golfer on the Lot; that may result from property damage or personal injury from golf balls (regardless of number) hit onto the Lot, or from the exercise by any Golfer of the easements granted hereby.

3. The rights, easements, benefits and obligations hereunder shall create servitudes upon the Lots for the benefit of the Golf Course Property, which benefits and servitudes shall run with the land. The terms of this Declaration shall be binding upon and inure to the benefit of the owners of the Lots and their successors and assigns as owners of the Lots, the Declarant and its successors and assigns, the Board of County Commissioners of Riley County Kansas, its successors and assigns as owners of the Golf Course Property, and the Golf Course Lessee, its members, guests, licensees or invitees.

4. No extinguishment of the rights and easements created herein shall result or be deemed to result by reason of the ownership of all or any part of the Golf Course Property and all or any part of the Lots by the same party, by different parties or by reason of any other circumstances, unless such extinguishment shall have been specifically consented to by the Golf Course Lessee. The rights and easements created herein shall continue and not be extinguished or terminated except that Grand Mere Development, Inc., may record in the real estate records of the office of the Register of Deeds of Riley County, Kansas, a document extinguishing or terminating any benefit granted herein.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Easement to be duly executed and made effective as of the first day above written.

GRAND MERE DEVELOPMENT, INC.

By: Mary L. Vanier
Mary L. Vanier, President

STATE OF KANSAS, COUNTY OF RILEY, ss:

On this 10th day of January 2001, before me, a Notary Public in and for said County and State, personally appeared Mary L. Vanier, known to me to be the person who executed the foregoing instrument and who, being duly sworn by me, did depose and say that she is President of Grand Mere Development, Inc., and that she executed the foregoing instrument on behalf of said corporation, and such person duly acknowledges the execution of the same to be the act and deed of said corporation.

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



My appointment expires: 3/14/01

Jill Reynard
Notary Public

EXHIBIT "A"

Lots 1 through 54 inclusive, and Tracts A, B, C, D, E, F, and G, Grand mere, Unit 1, to the City of Manhattan, Riley County, Kansas, as set forth on the recorded plat thereof, recorded in Plat Book K, Page 354, in office of Register of Deeds of Riley County, Kansas; Subject to easements and restrictions of record.

EXHIBIT "B"

Lot 1, Colbert Hills, Unit Two, an Addition to the City of Manhattan, Riley County,
Kansas.