



M. Charlotte Shawver
Register of Deeds
Riley County, Kansas
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DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made effective as of the 16th day of December 2005, by GRAND MERE DEVELOPMENT, INC., a Kansas corporation ("Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the land described on Exhibit "A", attached hereto, which land is adjacent to Colbert Hills Golf Course in the City of Manhattan, Riley County, Kansas (which land is herein called the "Adjacent Land"); and

WHEREAS, the Colbert Hills Golf Course, located in the City of Manhattan, Riley County, Kansas, which is more fully described as Colbert Hills, Unit 3 (the "Golf Course Property") is currently owned by the Kansas State University Golf Course Management and Research Foundation, a Kansas not-for-profit corporation ("Golf Course Owner"); and

WHEREAS, Declarant and Golf Course Owner 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 such Adjacent Land 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 Adjacent Land and the Golf Course Property:

1. Declarant hereby creates, reserving to itself and granting to the Golf Course Owner 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 the Adjacent Property. 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 Adjacent Property.

2. The Declarant and the Golf Course Owner, 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 Adjacent Property owner's use or enjoyment of the Adjacent Property; (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 Adjacent Property; that may result from property damage or personal injury from golf balls (regardless of number) hit onto the Adjacent Property, 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 Adjacent Property 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 Adjacent Property and their successors and assigns, the Declarant and its successors and assigns, the Kansas State University Golf Course Management and Research Foundation, its members, guests, licensees or invitees, and its successors and assigns, as owner of the Golf Course Property.

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 Adjacent Property 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 Owner. 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 16th day of December, 2005, 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:

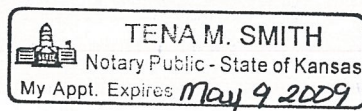
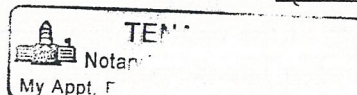


EXHIBIT "A"

A tract of land in the Northeast Quarter of Section 3, Township 10 South, Range 7 East of the 6th Principal Meridian in Riley County, Kansas described as follows:

Lots 1 thru 13, and 21 thru 38 of Grand Mere Vanesta Unit 1;

And,

A tract of land (Future Vanesta Unit 2) in the Northeast Quarter of Section 3, Township 10 South, Range 7 East of the 6th Principal Meridian in Riley County, Kansas described as follows:

Beginning at the Northeast Corner of the Northeast Quarter of said Section 3;

THENCE South $88^{\circ} 30' 24''$ West for a distance of 515.63 feet along the North line of the Northeast Quarter of said Section 3 to a Corner of Colbert Hills Golf Course;

THENCE South $33^{\circ} 15' 00''$ East for a distance of 255.35 feet along the said Colbert Hills Golf Course Boundary;

THENCE South $04^{\circ} 42' 06''$ West for a distance of 76.85 feet to a Corner of the said Colbert Hills Golf Course;

THENCE South $03^{\circ} 17' 45''$ West for a distance of 131.84 feet;

THENCE South $03^{\circ} 54' 18''$ East for a distance of 271.24 feet to a Corner of said Colbert Hills Golf Course;

THENCE South $10^{\circ} 03' 57''$ West for a distance of 614.28 feet along the said Colbert Hills Golf Course Boundary;

THENCE South $18^{\circ} 02' 07''$ West for a distance of 177.16 feet along the said Colbert Hills Golf Course Boundary, to the Northwest corner of Lot 4 in Vanesta Unit 1;

THENCE South $71^{\circ} 57' 53''$ East for a distance of 210.00 feet along the North line of said Vanesta Unit 1;

THENCE South $83^{\circ} 01' 58''$ East for a distance of 61.14 feet along the North line of said Vanesta Unit 1;

THENCE South $71^{\circ} 57' 53''$ East for a distance of 80.04 feet along the North line of said Vanesta Unit 1;

THENCE North $89^{\circ} 10' 54''$ East for a distance of 219.04 feet to the Northeast corner of Lot 1 in Vanesta Unit 1;

THENCE North $00^{\circ} 49' 01''$ West for a distance of 1573.34 feet along the East line of the Northeast Quarter of said Section 3 to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 15.536 acres more or less;

And,

Future
A tract of land (Grand Mere Village) in the South One-Half of Section 3 and the Northwest One-Quarter of Section 10, all in Township 10 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas described as follows:

Commencing at the Southeast Corner of the Southwest One-Quarter of said Section 3;

THENCE North $00^{\circ} 17' 30''$ West for a distance of 30.23 feet along the East line of said Southwest One-Quarter to a point on the Northerly Right-of-Way line of Kimball Avenue and the TRUE POINT OF BEGINNING;

THENCE along a curve to the left having a radius of 1014.93 feet and an arc length of 423.29 feet, being subtended by a chord of South $63^{\circ} 15' 47''$ West for a distance of 420.22 feet along said Northerly Right-of-Way line of Kimball Avenue;

THENCE South $50^{\circ} 44' 11''$ West for a distance of 118.14 feet along said Northerly Right-of-Way line of Kimball Avenue to the Easterly corner of Grand Mere Unit 2, an addition to the City of Manhattan, Riley County, Kansas;

THENCE North $00^{\circ} 00' 00''$ East for a distance of 467.06 feet along the East line of said Grand Mere, Unit 2 to a point on the South line of Lot 10B of said Grand Mere Unit 2;

THENCE North $88^{\circ} 07' 54''$ East for a distance of 19.63 feet along the South line of said Lot 10B, to the Southeast Corner of said Lot 10B;

THENCE North $11^{\circ} 53' 53''$ West for a distance of 95.16 feet along the East line of said Lot 10B extended to the Easterly corner of Lot 10A of said Grand Mere Unit 2;

THENCE North $37^{\circ} 46' 54''$ West for a distance of 82.95 feet along the Easterly line of said Lot 10A to the Northeasterly Corner of said Lot 10A;

THENCE North $56^{\circ} 37' 21''$ West for a distance of 94.03 feet along the Northeasterly line of Lot 9B of said Grand Mere Unit 2 to the Northerly Corner of said Lot 9B;

THENCE South $87^{\circ} 10' 30''$ West for a distance of 94.76 feet along the North line of Lots 9B and 9A of said Grand Mere Unit 2 to the Northwest Corner of said Lot 9A;

THENCE North $63^{\circ} 06' 20''$ West for a distance of 170.83 feet along the Northerly line of said Grand Mere Unit 2 to the Southeasterly corner of Lot 1 of Corbert Hills Unit Two an addition to said City of Manhattan;

THENCE North $08^{\circ} 16' 02''$ East for a distance of 489.57 feet along the Easterly line of said Lot 1;

THENCE North $06^{\circ} 03' 55''$ East for a distance of 83.81 feet along the Easterly line of said Lot 1;

THENCE North $42^{\circ} 09' 22''$ East for a distance of 115.75 feet along the Southeasterly line of said Lot 1;

THENCE South $74^{\circ} 12' 55''$ East for a distance of 350.00 feet along the Southerly line of said Lot 1;

THENCE North $89^{\circ} 42' 30''$ East for a distance of 219.12 feet along the Southerly line of said Lot 1;

THENCE North $10^{\circ} 34' 26''$ West for a distance of 54.02 feet;
 THENCE North $79^{\circ} 52' 04''$ East for a distance of 61.66 feet;
 THENCE along a curve to the right having a radius of 1540.00 feet and an arc length of 325.39 feet, being subtended by a chord of North $07^{\circ} 16' 34''$ West for a distance of 324.78 feet;
 THENCE North $12^{\circ} 39' 27''$ West for a distance of 237.42 feet;
 THENCE along a curve to the right having a radius of 538.00 feet and an arc length of 202.50 feet, being subtended by a chord of North $01^{\circ} 52' 30''$ West for a distance of 201.31 feet;
 THENCE North $08^{\circ} 54' 28''$ East for a distance of 159.74 feet;
 THENCE North $89^{\circ} 42' 30''$ East for a distance of 254.16 feet;
 THENCE North $44^{\circ} 53' 11''$ East for a distance of 172.00 feet;
 THENCE North $82^{\circ} 14' 44''$ East for a distance of 164.39 feet;
 THENCE South $59^{\circ} 09' 38''$ East for a distance of 57.24 feet;
 THENCE South $10^{\circ} 15' 57''$ East for a distance of 207.85 feet;
 THENCE South $35^{\circ} 32' 28''$ East for a distance of 121.29 feet;
 THENCE North $76^{\circ} 10' 20''$ East for a distance of 108.00 feet;
 THENCE South $20^{\circ} 38' 46''$ East for a distance of 57.50 feet;
 THENCE South $02^{\circ} 42' 07''$ East for a distance of 120.00 feet to a point on the Northwestern line of Stoneybrook Retirement Center Addition Unit 2, an addition the said City of Manhattan;
 THENCE South $52^{\circ} 07' 19''$ West for a distance of 420.00 feet along the Northwestern line of said Stoneybrook Retirement Center Addition Unit 2;
 THENCE South $13^{\circ} 52' 41''$ East for a distance of 365.00 feet along the Westerly line of said Stoneybrook Retirement Center Addition Unit 2;
 THENCE South $59^{\circ} 09' 07''$ West for a distance of 189.25 feet along the Westerly line of said Stoneybrook Retirement Center Addition Unit 2;
 THENCE South $01^{\circ} 09' 07''$ West for a distance of 112.00 feet along the Westerly line of said Stoneybrook Retirement Center Addition Unit 2;
 THENCE South $88^{\circ} 50' 53''$ East for a distance of 80.00 feet along the Westerly line of said Stoneybrook Retirement Center Addition Unit 2;
 THENCE South $59^{\circ} 50' 53''$ East for a distance of 175.00 feet along the Westerly line of said Stoneybrook Retirement Center Addition Unit 2;
 THENCE South $22^{\circ} 20' 53''$ East for a distance of 200.00 feet along the Westerly line of said Stoneybrook Retirement Center Addition Unit 2;
 THENCE South $03^{\circ} 50' 53''$ East for a distance of 167.00 feet along the Westerly line of said Stoneybrook Retirement Center Addition Unit 2;
 THENCE South $53^{\circ} 21' 35''$ East for a distance of 251.29 feet along the Westerly line of said Stoneybrook Retirement Center Addition Unit 2 to the Northwest Corner of Lot 2 of Western Hills Unit 3, an addition to said City of Manhattan;
 THENCE South $05^{\circ} 22' 40''$ East for a distance of 220.08 feet along the West line of said Lot 2 to a point on said Northerly Right-of-Way line of Kimball Avenue;
 THENCE North $83^{\circ} 17' 00''$ West for a distance of 192.07 feet along said Northerly Right-of-Way line of Kimball Avenue;

THENCE South $77^{\circ} 48' 18''$ West for a distance of 203.82 feet along the Northerly Right-of-Way line of Kimball Avenue;

THENCE South $89^{\circ} 07' 21''$ West for a distance of 170.10 feet along said Northerly Right-of-Way line of Kimball Avenue;

THENCE along a curve to the left having a radius of 1014.93 feet and an arc length of 246.43 feet, being subtended by a chord of South $82^{\circ} 10' 00''$ West for a distance of 245.82 feet along said Northerly line of Kimball Avenue to the POINT AND PLACE OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 45.647 acres more or less.