

Book: 870 Page: 3895



Riley County Scanning Label



Debra J. Register
Register of Deeds
Riley County, Kansas
Book: 870 Page: 3895
Receipt #: 207318 Total Fees: \$46.00
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DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made effective as of the 11 day of May 2017, by LO Land Company, LLC (“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 4 (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.

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

LO Land Company, LLC

By: Tim Schultz
Tim Schultz, Member

STATE OF KANSAS, COUNTY OF RILEY, ss:

On this 11 day of May, 2017, before me, a Notary Public in and for said County and State, personally appeared Tim Schultz, known to me to be the person who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he is a member of LO Land Company, LLC, and that he 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.

Paxton Lemoine
Notary Public

My appointment expires



EXHIBIT "A"

A tract of land in the Southwest Quarter of Section 34, Township 9 South, Range 7 East of the 6th Principal Meridian*, in Riley County, Kansas, described as follows:

** situated in the City of Manhattan,*

Lots 1 through 29 of The Highlands at Grand Mere, Unit 1; and

Lots 75A through 81B of Prairie Village at The Highlands, Unit 1.