

STATE OF KANSAS
COUNTY OF JOHNSON } ss
FILED FOR RECORD

1965 DEC 30 PM 2 50 5

WITNESSETH
MARIONETTE M. BRENNER
REGISTER OF DEEDS

BY W. L. V. S. DEP

745526

AGREEMENT

THIS AGREEMENT, made and entered into this
29th day of December, 1965, by and between J. C.

NICHOLS COMPANY, a Missouri corporation, hereinafter called,
"Nichols", and SOMERSET INCORPORATED, a Kansas corporation,
hereinafter called, "Somerset",

WITNESSETH, that,

WHEREAS, Somerset is the owner of the follow-
ing described land, hereinafter referred to as "Tract A";

All that part of the Southeast 1/4 of Section 28,
Township 12, Range 25, now in the City of Prairie
Village, in Johnson County, Kansas, more particular-
ly described as follows: Commencing at a point in
the East-West centerline of said Section 28, which
point is 1150.00 feet West of the East quarter corner
of said Section, said point being the intersection
of the centerlines of 83rd Street and Somerset Drive,
as now established; thence South along a line (being
the centerline of said Somerset Drive) which is 180.00
feet East of and parallel to the West line of the
Northeast 1/4 of said Southeast 1/4 Section, a dis-
tance of 801.83 feet to the point of beginning of the
tract of land to be described herein; thence East at
right angles to the last described course, a distance
of 346.71 feet; thence Southwesterly along a curve
to the right, tangent to said curve deflecting to the
right 128°19'12" from the last described course, hav-
ing a radius of 5730 feet, a distance of 279.48 feet;
thence Westerly along a line which deflects to the
right 48°53'05" from the tangent to the last described
curve, a distance of 128.47 feet to a point in the
East line of said Somerset Drive; thence Westerly along
a radial line to said Somerset Drive, which deflects
to the right 2°07'19" from the last described course,
a distance of 40.00 feet to a point in the centerline
of said Somerset Drive; thence Northerly along a curve
to the left, tangent to said curve being at right angles
to the last described course, having a radius of 500.00
feet, a distance of 18.52 feet; thence continuing
Northerly along the centerline of said Somerset Drive,
tangent to the last described curve, a distance of 195.00
feet to the point of beginning;

and,

WHEREAS, Nichols is the owner of the follow-
ing described land, hereinafter referred to as "Tract B":

All that part of the Southeast 1/4 of Section 28,
Township 12, Range 25, now in the City of Prairie
Village, in Johnson County, Kansas, more particular-
ly described as follows: Commencing at a point in the

East-West centerline of said Section 28, which point is 1150.00 feet West of the East 1/4 corner of said Section, said point being the intersection of the centerlines of 83rd Street and Somerset Drive, as now established; thence South along a line (being the centerline of said Somerset Drive) which is 180.00 feet East of and parallel to the West line of the Northeast 1/4 of said Southeast 1/4 Section, a distance of 504.830 feet to the point of beginning of the tract of land to be described herein; thence East at right angles to the last described course, a distance of 146.50 feet; thence Southeasterly along a line which deflects to the right 5°30' from the last described course, a distance of 195.00 feet; thence Southeasterly along a line which deflects to the right 16°41'10" from the last described course, a distance of 20.97 feet; thence Southerly along a line which deflects to the right 86°07'00" from the last described course, a distance of 78.47 feet; thence Southeasterly along a line which deflects to the left 62°14'43" from the last described course, a distance of 130.08 feet; thence Southeasterly along a line which deflects to the left 90°1'44" from the last described course, a distance of 40.00 feet; thence Southwesterly along a curve to the right, having a radius of 5770.00 feet, tangent to said curve deflecting to the right 90°00' from the last described course, a distance of 98.52 feet; thence Westerly along a line which deflects to the right 51°59'35" from the tangent to the last described curve at the last described point, a distance of 397.57 feet to a point in the centerline of said Somerset Drive; thence Northerly along the centerline of said Somerset Drive, which deflects to the right 90°00' from the last described course, a distance of 297.00 feet to the point of beginning, said tract containing 2.5889 acres, more or less.

and,

WHEREAS, the parties are now desirous of making provisions for a joint driveway and automobile parking easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable considerations, paid by each of the parties hereto to the other and in consideration of the benefits flowing from each of the parties to the other by reason of the creation of such a joint easement, the parties do now hereby agree as follows:

1. ~~SOMERSET~~ does hereby grant to ~~NIGHTINGALE~~ an easement for driveway and automobile parking purposes over and

does hereby grant to ~~SOMERS~~^{SONNERS} a like easement for driveway and parking purposes over and across the South 25 feet of Tract B.

It is the intention of the parties hereto that the aforesaid easements hereby created are non-exclusive but shall be jointly available for use by the apartment projects now in existence or hereafter in existence on said Tracts A and B.

2. The parties further agree that a driveway will be maintained on the easements hereby created so that the maximum parking on the joint easements will be available to the projects on Tracts A and B, respectively. Such driveway will be kept free of parked cars from either of the projects. The easement will be developed in a manner acceptable to the Nichols Company and in accordance with specifications as to lighting, type of paving surface, curbing and other features approved by Nichols in writing, and the parking and driveway layout will be designed in accordance with good engineering practices, so as to obtain the most effective use of the easement.

Once the improvements are installed, the cost of maintenance shall be divided between the parties hereto in the same proportion that each owns the underlying fee.

This easement shall be a covenant running with the land, (i.e., Tracts A and B) and shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

J. C. NICHOLS COMPANY

By: [Signature]

Vice-President

SOMERSET INCORPORATED

By: [Signature]

President

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

BE IT REMEMBERED, that on this 29th day of December 1965, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN J. RUDDY, Vice-President of J. C. NICHOLS COMPANY, a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged 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 official seal, the day and year last above written.
[Signature]
Barbara J. Withman, Notary Public
within and for said County and State

My commission expires:
February 7, 1969

STATE OF KANSAS
COUNTY OF JOHNSON) ss.

BE IT REMEMBERED, that on this 29 day of December 1965, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James C. Garland President of SOMERSET INCORPORATED, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally

known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged 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 official seal, the day and year last above written.

[Signature]
Notary Public within and for said
County and State

My Commission expires:

July 27, 1968
