

PERMANENT GREENSPACE AND PEDESTRIAN AND RECREATIONAL PATH EASEMENT

THIS CONVEYANCE is made this 14 day of March, 2016, by and between Compton Farms, LLC, (hereinafter "Grantor"), and the City of Lawrence, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Two Thousand, Four Hundred and Thirty Nine Dollars (\$2,439) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, and by these present hereby GRANTS, BARGAINS, SELLS AND CONVEYS to the Grantee and its successors and assigns, a Permanent Greenspace and Pedestrian and Recreational Path Easement over, upon, across, and below the surface of the following described real property:

See Exhibit "A", which is attached hereto and incorporated by reference,

For purposes of this conveyance, the term "Permanent Greenspace and Pedestrian and Recreational Path Easement" shall mean "an easement without expiration over, across, above, below, and upon the surface of the described lands for public recreational activities including, but not limited to, biking, hiking, running, and walking, and for the preservation of the natural environment and habitat. Grantee reserves the right to locate, construct, reconstruct, expand, repair, maintain and operate a permanent biking, hiking, running or walking trail or path with all necessary ancillary facilities and accommodations including a sidewalk, recreational path, storm sewer culverts and all other uses appurtenant thereto. Public access for motorized vehicles shall be prohibited except for authorized emergency vehicles and as permitted by Grantee."

Grantor, their successors or assigns, shall not erect any permanent structures within said easement area, including, but not limited to sheds, outbuildings, barns, fences, or any other encroachment, without the express written permission of the Grantee.

Grantor, their successors or assigns, shall not clear cut, excavate, harvest for timber or remove trees and riparian habitat or make improvements to any water tributaries or stream crossings within said easement without the express written permission of the Grantee.

Grantor reserves the right to fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the rights conveyed to Grantee herein.

This conveyance shall be permanent, shall run with the land, and shall be binding upon Grantor's successors and assigns.

city of Lawrence



Douglas County Register of Deeds
Book: 1135 Page: 2066-2071

Receipt #: 481026 Recording Fee: \$70.00
Pages Recorded: 6 Authorized By Kay Pascoe
Cashier Initials: rec

Date Recorded: 5/13/2016 8:30:20 AM



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IN WITNESS WHEREOF, the Grantor has set its hand the day and year first above written.

[Remainder of page intentionally blank. Signatures on following pages.]

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GRANTOR:

Compton Farms, LLC by Douglas J. Compton

ACKNOWLEDGEMENT

State of Kansas)

)ss.

County of Douglas)

CHELSEA BENOIT
NOTARY STATE OF KANSAS
MY APPOINTMENT EXPIRES
February 8th 2020

BE IT REMEMBERED that on this 14 day of March, 2016
before me, the undersigned, a notary public in and for the county and state aforesaid, came
Douglas J. Compton, acting on behalf of Compton Farms, LLC, who are personally know to me
to be the same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same for the purposes and consideration therein expressed.

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

Notary Public Signature

My appointment expires: 2-8-2020

Notary Public Printed Name

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EXHIBIT A

Compton Property
Permanent Greenspace and Pedestrian and Recreational Path Easement

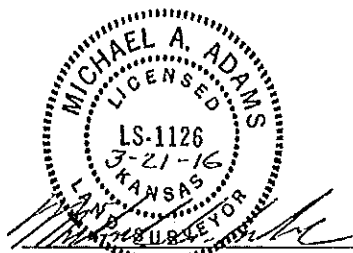
That portion of the Northeast Quarter of the Southeast Quarter of Section 20, Township 12 South; Range 19 East, of the 6th P.M., in Douglas County, Kansas, and being more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter of said Southeast Quarter; thence on Kansas State Plane North Zone 1501 bearings, North 01°45'30" West contiguous with the East Line of said Southeast Quarter, a distance of 360.60 feet; thence South 88°14'30" West a distance of 47.56 feet to the Point of Beginning; thence along a curve to the right, chord bearing South 16°36'00" West a distance of 11.83 feet, having a radius of 181.05 feet and an arc length of 11.83 feet to a point of compound curvature; thence along a curve to the right, chord bearing South 55°30'46" West a distance of 126.50 feet, having a radius of 105.00 feet and an arc length of 135.76 feet; thence North 87°26'46" West a distance of 30.18 feet; thence along a curve to the left, chord bearing South 61°54'04" West a distance of 91.77 feet, having a radius of 90.00 feet and an arc length of 96.30 feet; thence South 31°14'55" West a distance of 29.93 feet; thence along a curve to the right, chord bearing South 40°33'39" West a distance of 67.96 feet, having a radius of 210.00 feet and an arc length of 68.26 feet; thence South 49°52'22" West a distance of 99.33 feet; thence along a curve to the right, chord bearing South 68°23'55" West a distance of 69.90 feet, having a radius of 110.00 feet and an arc length of 71.13 feet; thence South 86°55'27" West a distance of 34.97 feet; thence along a curve to the right, chord bearing North 89°42'24" West a distance of 95.21 feet, having a radius of 810.00 feet and an arc length of 95.26 feet to a point of reverse curvature; thence along a curve to the left, chord bearing South 77°52'12" West a distance of 430.00 feet, having a radius of 790.00 feet and an arc length of 435.50 feet to the South Line of said Northeast Quarter of the Southeast Quarter; thence South 88°37'51" West, contiguous with said South Line a distance of 42.72 feet; thence along a curve to the right, chord bearing North 76°31'04" East a distance of 477.55 feet, having a radius of 810.00 feet and an arc length of 484.75 feet to a point of reverse curvature; thence along a curve to the left, chord bears South 89°42'24" East a distance of 92.86, having a radius of 790.00 feet and an arc length of 92.91 feet; thence North 86°55'27" East a distance of 34.97 feet; thence along a curve to the left, chord bears North 68°23'55" East a distance of 57.19 feet, having a radius of 90.00 feet and arc length of 58.20 feet; thence North 49°52'22" East a distance of 99.33 feet; thence along a curve to the left, chord bearing North 40°33'39" East a distance of 61.49 feet, having a radius of 190.00 feet, and an arc length of 61.76 feet; thence North 31°14'55" East a distance of 29.93 feet; thence along a curve to the right, chord bearing North 61°54'04" East a distance of 112.16 feet, having a radius of 110.00

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feet and arc length of 117.70 feet; thence South 87°26'46" East a distance of 30.18 feet; thence along a curve to the left, chord bearing North 55°30'46" East a distance of 102.41 feet; having a radius of 85.00 feet and an arc length of 109.90 feet to a point of compound curvature; thence along a curve to the left, chord bearing North 09°51'18" East a distance of 48.26 feet; having a radius of 161.05 feet and an arc length of 48.44 feet to a point of compound curvature; thence along a curve to the left, chord bearing North 00°32'08" West a distance of 20.43 feet, having a radius of 330.00 feet and an arc length of 20.43 feet; thence North 02°18'33" West a distance of 162.37 feet; thence along a curve to the right, chord bearing North 40°22'28" East a distance of 40.68 feet, having a radius of 30.00 feet and an arc length of 44.70 feet to the West Right-of-Way of East 1000 Road; thence South 01°14'10" West along said West Right-of-way a distance of 256.26 feet to the Point of Beginning. The above described easement contains 27,348 square feet (0.628 acres) more or less.

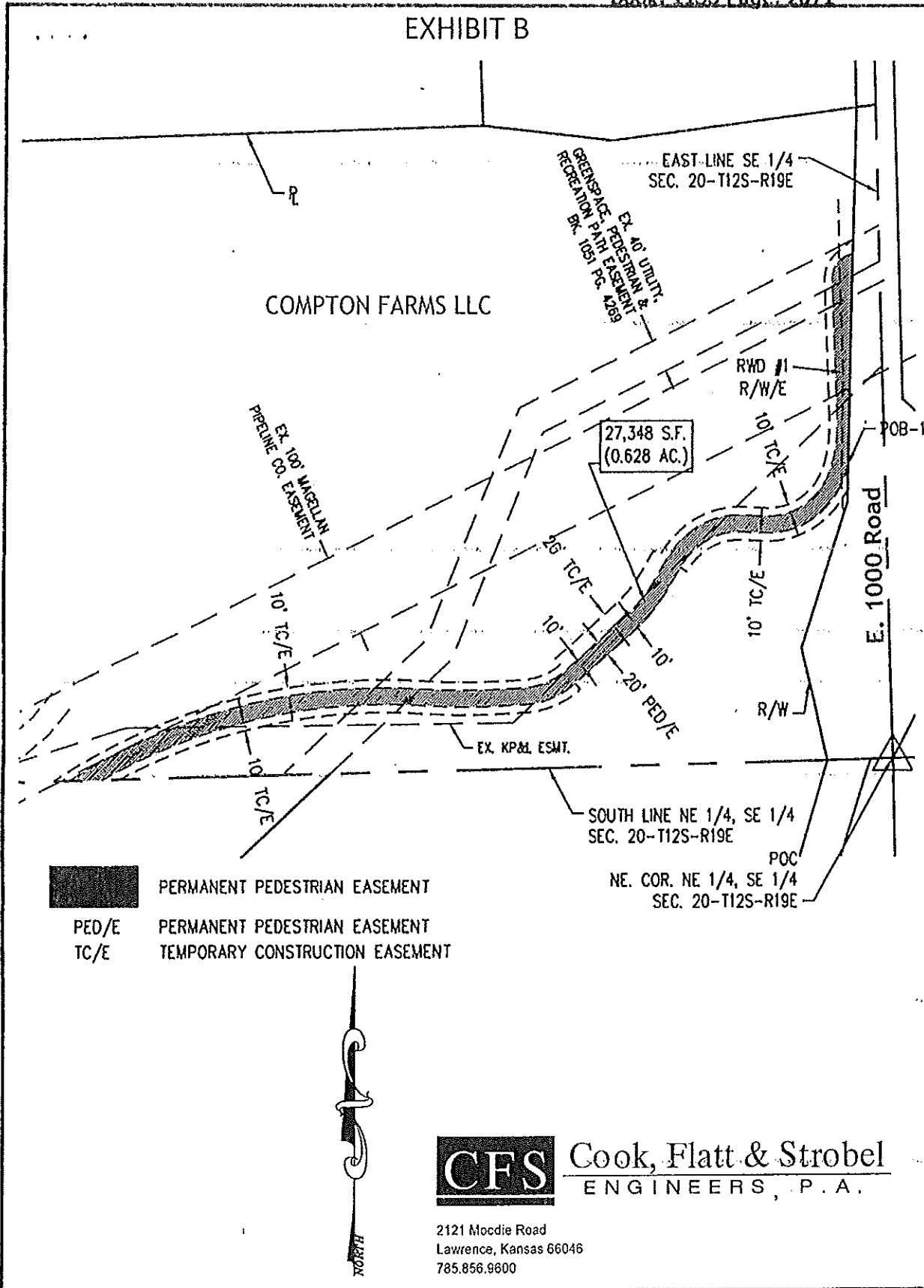
I, Michael A. Adams, do hereby certify that this REAL PROPERTY description was prepared by me or under my direct supervision IN ACCORD WITH K.S.A. 74-7001 ET SEQ., AND AMENDMENTS THERETO OR THE RULES AND REGULATIONS PROMULGATED BY THE KANSAS BOARD OF TECHNICAL PROFESSIONS.




Michael A. Adams, P.S. 1126
 Cook, Flatt & Strobel, Engineers, P.A.
 2930 SW Woodside Drive, Topeka, Kansas 66614
 (785) 272-4706

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EXHIBIT B



-  PERMANENT PEDESTRIAN EASEMENT
- PED/E** PERMANENT PEDESTRIAN EASEMENT
- TC/E** TEMPORARY CONSTRUCTION EASEMENT



CFS Cook, Flatt & Strobel
ENGINEERS, P. A.

2121 Moccie Road
Lawrence, Kansas 66046
785.856.9600