

CONSERVATION EASEMENT

This Conservation Easement is made this ____ day of _____, 2012, by Ronald A. and Deborah S. Francisco, 3705 Tiffany Drive, Lawrence, Kansas, 66049 hereinafter referred to as "Grantors" and the City of Lawrence, Kansas, a municipal corporation, 6 East 6th Street, Lawrence, Kansas, 66044 hereinafter referred to as "Grantee."

WITNESS

WHEREAS, Grantor is the owner of certain real property in the City of Lawrence, Douglas County, Kansas, commonly located at 3700 Tiffany Drive, Lawrence, KS and more particularly described as:

Lot 16 of Tiffany Addition No. 2, a replat of Tiffany Addition, a subdivision in the City of Lawrence, Kansas.

WHEREAS, the property possesses natural value of importance to the City of Lawrence, the people of Douglas County, Kansas, and to the Parks and Recreation System of the City of Lawrence; and

WHEREAS, in particular, the lands described above are located within a wildlife corridor that exists between the City of Lawrence park known as Dad Perry Park and the Hidden Valley Girl Scout Property as shown on the attached Exhibit A; and

WHEREAS, the described lands currently contain stands of native trees and plants suitable for use by wildlife for resting, feeding and foraging; and

WHEREAS, the Grantee agrees, by accepting this grant, to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation and the generations to come.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained therein, Grantor hereby grants and conveys to Grantee a Conservation Easement in perpetuity over the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Easement to assure that the property be retained forever in its natural condition to allow for continued use by wildlife and to prevent any use of the property that will significantly impair or interfere with the conservation values of the property.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:
 - a. To preserve, manage and protect critical animal habitat on the property;

 - b. To enter upon the property at reasonable times in order to monitor Grantor's compliance with the terms of this Easement; and

 - c. To prevent any activity or use of the property that is inconsistent with the purpose of the Easement.

3. Prohibited Uses. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
 - (a) Tree trimming or removal without prior approval of the Grantee;

 - (b) Construction of public recreational facilities such as, picnic shelters, hiking or jogging trails, or any other improvements designed to cause increased human activity on the property;

 - (c) Construction of residential, industrial, or commercial developments;

 - (d) Removal of rock, fill or other minerals;

 - (e) Construction of structures designed to alter or redirect the natural wildlife corridor; and

- (f) Any activity on or use of the property inconsistent with the purpose of this Easement.
4. Reserved Rights. Grantor reserves to itself and to its officials, elected and appointed, agents, servants, employees, contractors, successors, trustees and assigns all rights accruing from its ownership of the property, including the right to engage in or permit or invite others to engage in all uses of the property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. This Easement will not preclude the operation, maintenance, replacement, repair, relocation or removal of Grantee's force main sanitary sewer line(s) with attendant equipment together with all attendant lines and equipment, or any other utilities located in, upon, under, over or across any portion of the Easement granted herein.
5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If Grantor fails to cure within sixty (60) days after receipt of notice thereof from Grantee, or the violation cannot reasonably be cured within sixty (60) days, fails to begin curing within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action in law or in equity in a court of competent jurisdiction to enforce the terms of this Easement.
6. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or any subsequent breach of the same or any other term of this Easement or any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
7. Grantee's Obligations. In consideration for the granting of this Easement, the Grantee agrees to take steps necessary to preserve and protect lands subject to this Easement for the use for which the Easement is granted. Should the Grantee fail to fulfill its obligation under the provisions granting the Easement, the Grantee hereby agrees to execute a release of the Easement and deliver the same to the Grantor.

8. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or any change in the property resulting from causes beyond Grantor's control, including without limitation, fire, flood, drought, wind, lightning , storm and earth movement; from Grantor's use of the Easement as permitted and recognized by the terms of numbered paragraph 4 above; or because of any injury to or change in the Easement resulting from actions taken by Grantor to remedy a life threatening situation, or to combat a disaster.
9. Access. No right of access by the general public to any portion of the property is conveyed by this Easement.
10. Easement Review. In the event the Grantee should cease to use the property as a wildlife corridor for a period of ten (10) consecutive years, for reasons beyond control of the Grantor, the Grantee hereby agrees to review the Easement to determine if its continued maintenance will serve the purposes of the grant.
11. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Property Owner(s)
 3700 Tiffany Drive
 Lawrence, KS 66049

To Grantee: City Clerk
 City of Lawrence
 P. O. Box 708
 6 East 6th Street
 Lawrence, Kansas 66044-0708

or to such other address as either party from time to time shall designate by written notice to the other.

12. Recordation. Grantee shall record this instrument in timely fashion in the official records of Douglas County, Kansas, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. General Provisions:

- a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Kansas.
- b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. Severability. If any provision of this Easement, or the application thereof to any other person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.
- g. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and insure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the property.
- h. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- i. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first-above written.

On behalf of the Grantors:

Ronald A. Francisco

Ronald A. Francisco

STATE OF KANSAS)

:SS

COUNTY OF DOUGLAS)

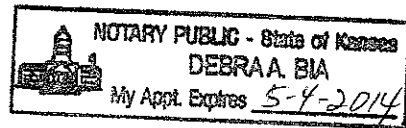
BE IT REMEMBERED, that on this 4th day of January, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Ronald A. Francisco, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Debra A. BIA

Notary Public

My Commission Expires: 5-4-2014



Deborah S. Francisco

Deborah S. Francisco

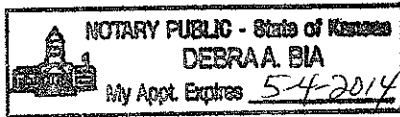
STATE OF KANSAS)

:SS

COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 4th day of January, 2011^{DB}, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Deborah S. Francisco, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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



Debra A. Bie

Notary Public

My Commission Expires: 5-4-2014
On behalf of the Grantee: _____

CITY OF LAWRENCE, KANSAS,
a municipal corporation,

Attest: _____
Jonathan Douglass
City Clerk

BY: _____
Aron E. Cromwell, Mayor

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Aron E. Cromwell, Mayor, for the City of Lawrence, Kansas, and attested by Jonathan Douglass, the Clerk of said city.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

Commission Expires: _____