

KANSAS DEPARTMENT OF TRANSPORTATION

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED**

THIS AGREEMENT Made and entered into this _____ day of _____, 2013, by and between

The City of Lawrence, Kansas, a Kansas municipal corporation
City Hall, 6 East 6th Street, P. O. Box 708
Lawrence KS 66044

landowner(s), and the Secretary of Transportation of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the State of Kansas by Warranty Deed to the following described real estate in the County of Douglas, State of Kansas, to wit:

A tract of land in the Southwest Quarter of Section 32, Township 12 South, Range 19 East of the 6th P.M., described as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 02 degrees 40 minutes 28 seconds West, 994.44 feet along the West line of said Quarter Section to the center line of Bob Billings Parkway; thence North 88 degrees 02 minutes 10 seconds East, 1156.70 feet along said centerline to the Easterly right of way line of the existing highway; thence South 01 degree 41 minutes 07 seconds East, 50.31 feet along said Easterly right of way line to the Southerly right of way line of said existing public road and the POINT OF BEGINNING; FIRST COURSE, thence North 88 degrees 03 minutes 38 seconds East, 250.00 feet along said Southerly right of way line to the Northeast corner of a tract of land described in a deed recorded in Book 495, Page 51 in the Register of Deeds Office, Douglas County, Kansas; SECOND COURSE, thence South 01 degree 56 minutes 22 seconds East, 44.59 feet along the Easterly line of said tract of land; THIRD COURSE, thence South 88 degrees 02 minutes 10 seconds West, 49.94 feet; FOURTH COURSE, thence continuing South 88 degrees 02 minutes 10 seconds West, 60.00 feet; FIFTH COURSE, thence continuing South 88 degrees 02 minutes 10 seconds West, 65.00 feet; SIXTH COURSE, thence South 69 degrees 01 minute 49 seconds West, 475.95 feet; SEVENTH COURSE, thence South 28 degrees 50 minutes 41 seconds West, 364.13 feet to the Southerly line of said tract of land; EIGHTH COURSE, thence South 88 degrees 00 minutes 11 seconds West, 46.92 feet along said Southerly line to the Easterly right of way line of the existing highway; NINTH COURSE, thence North 31 degrees 53 minutes 21 seconds East, 320.47 feet along said Easterly right of way line; TENTH COURSE, thence North 08 degrees 23 minutes 28 seconds East, 138.47 feet along said Easterly right of way line; ELEVENTH COURSE, thence North 72 degrees 49 minutes 29 seconds East, 419.67 feet along said Easterly right of way line; to the POINT OF BEGINNING. The above described tract contains 1.35 acres, more or less.

This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access to said highway, appurtenant to the grantor, his property; except and reserving, however, to the grantor, his heirs and assigns, the right of access to the highway over and across the following described course: FOURTH COURSE.

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

It is understood and agreed that landowner(s) is responsible for all property taxes on the above-described property accrued prior to the conveyance of title to the State of Kansas. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the Secretary of Transportation and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the Secretary becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the Secretary becomes legally entitled to the property.

The Secretary of Transportation agrees to purchase the above described real estate, and to pay therefore, pursuant to the "Disbursement of Proceeds Statement," incorporated herein by reference, acknowledged and signed by the landowner(s), the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 1.35 acres for Right of Way	\$ _____	0
Miscellaneous:	\$ _____	0
	\$ _____	0
TOTAL:	\$ _____	0

1.35 acres is donated as per DONATION OF RIGHT OF WAY AND WAIVER OF APPRAISAL
Signed by _____ of The City of Lawrence, Kansas, a Kansas municipal
corporation on _____, 2013.

In the event the right of way acquisition includes "access control" and the Kansas Department of Transportation is constructing access control fence as part of this project work, the following terms and conditions apply:

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

The Landowner(s) shall grant the right of ingress and egress onto Landowner(s) property to allow the Secretary of Transportation to attach all intersecting private property fences on the Landowner(s) property to the control of access fence.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER(S)

LANDOWNER(S)

The City of Lawrence, Kansas, a Kansas municipal corporation

Michael Dever, Mayor

Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

MEMORANDA

Exact and full name of owner, as name appears of record:

The City of Lawrence, Kansas, a Kansas municipal corporation

If mortgage or other liens, show names of holders:

NA

REMARKS:

RECOMMENDED BY:

Randel M. Scarbrough
Randel M. Scarbrough, Right of Way Agent