

ACCESS EASEMENT AGREEMENT

THIS Access Easement Agreement, executed this ____ day of _____, 2013, is by and between the City of Lawrence, Kansas, a municipal corporation, and Unified School District #497, Lawrence, Kansas, School District.

RECITALS

- A.** City of Lawrence, Kansas ("Grantor"), a municipal corporation, is the owner of record of a tract of unplatted real property ("Tract A"), commonly known as Holcom Park, Lawrence, Douglas County, Kansas (PIN #111-11-0-10-04-001.02-0)(the legal description of Tract A is affixed hereto as Exhibit A and is incorporated herein by reference);
- B.** Unified School District #497, Lawrence, Kansas, School District ("Grantee") is the owner of record of a tract of real property ("Tract B") adjacent to Tract A (the legal description of Tract B is affixed hereto as Exhibit B and is incorporated herein by reference);
- C.** Grantee desires from Grantor an easement for vehicular and pedestrian access, ingress, and egress across Tract A for the benefit of Tract B ("Access Easement"), via a parking lot and driveway located on Tract A, which are adjacent to and accessed from West 25th Street (a map of the Access Easement is affixed hereto as Exhibit C and is incorporated herein by reference); and
- D.** Grantor has agreed to grant, establish, and dedicate to Grantee the Access Easement, contingent, among other things, upon the execution of this Access Easement Agreement and compliance with its terms.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and obligations contained in this Access Easement Agreement and for other valuable considerations, the sufficiency of which are hereby acknowledged by the parties, the parties hereby enter into the following agreement:

- 1. Grant of Access Easement.** In exchange for the sum of one dollar and no cents (\$1.00) and for other good and valuable consideration, Grantor hereby grants, establishes, and dedicates to Grantee the Access Easement, which shall be a permanent easement for vehicular and pedestrian access, ingress, and egress across Tract A for the benefit of Tract B, via a parking lot and driveway located on Tract A, which are adjacent to and accessed from West 25th Street, all as shown on Exhibit C hereto.
- 2. Use and Maintenance.**
 - a.** The use of the Access Easement shall be permanent, nonexclusive, and shall be held in common by the respective parties, their successors, grantees, and assigns, and any trusts or other entities owned by any of them for the uses and purposes described herein.

- b. No building, structure, or obstruction, or other improvement of any kind that would interfere with the intended use of the Access Easement shall be constructed, installed, or maintained by either party on the Access Easement.
 - c. Grantor shall be responsible for maintaining the Access Easement in such a state of repair that it may be used in common by the owners of Tract A and Tract B, as described herein, for the purposes set forth in this Access Easement Agreement.
3. **Grantee's Covenants.** In exchange for the Access Easement, in addition to giving good and valuable consideration, Grantee hereby covenants and warrants as follows:
- a. To comply with all applicable laws and ordinances, including all land use requirements of the City and Douglas County, Kansas.
 - b. To comply with any and all conditions placed on the Access Easement by any approved Final Development Plan.
 - c. To refrain from causing any waste, damage, or injury to the Access Easement.
 - d. Grantee shall not enlarge, intensify, or increase the proposed scope of its use or occupancy of the Access Easement as described in this Access Easement Agreement without the prior written consent of Grantor.
4. **Accommodation.** The Access Easement granted to the Grantee under this Access Easement Agreement is given for good and valuable consideration. However, the easement is also granted as an accommodation to Grantee and shall be made without requiring the payment of rent from Grantee. Grantee hereby acknowledges the Grantee's right to the Access Easement and agrees never to assail, resist, or deny such right by virtue of the Grantee's use or occupancy of the Access Easement under this Access Easement Agreement.
5. **Indemnification.** During the time that this Access Easement Agreement is in effect, the Grantee agrees to indemnify, defend, save, and hold harmless the Grantor, its officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise out of, or are in any way related to Grantee's use or occupancy of the Access Easement, on account of any injury to persons or damage to property. This indemnification clause shall not apply to any injury or damage caused by the Grantor's own negligence.
6. **Modification.** This Access Easement Agreement may be extended, modified, or amended only with the written consent of all owners of Tract A and Tract B.
7. **Termination.** This Access Easement Agreement and the parties' rights and obligations hereunder may be abandoned and terminated, in full or in part, only with the written consent of all owners of Tracts A and Tract B.

8. **Binding Effect.** This Access Easement Agreement shall, at all times, be binding upon the Grantor, Grantee, and all owners of Tract A and Tract B and all parties claiming by, through, or under them, and shall run with the land, and shall be for the benefit of and shall oblige all future owners; provided, however, that the rights, duties, and obligations of each owner, as set forth herein, shall cease with the termination of ownership, except for those duties and obligations arising during the period of said ownership.
9. **Severability.** If any section, sentence, clause, or phrase of this Access Easement Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Access Easement Agreement.
10. **Governing Law.** This Access Easement Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.
11. **Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth herein *verbatim*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Access Easement Agreement to be executed as of the date noted above.

**GRANTOR: CITY OF LAWRENCE,
KANSAS, a municipal corporation**

DAVID L. CORLISS
City Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS)

ss:

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came David L. Corliss, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

Notary Public

My Appointment Expires:

**GRANTEE: UNIFIED SCHOOL DISTRICT
#497, Lawrence, Kansas, School
District**

President

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came _____, President, Unified School District #497, Lawrence, Kansas, School District, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

Notary Public

My Appointment Expires: