
(Space above reserved for Recorder of Deeds certification)

Title of Document: Kansas General Warranty Deed

Date of Document: July __, 2015

Grantor: City of Lawrence, Kansas
A Municipal Corporation

Grantee: Unified School District, No. 497

**Grantee's Statutory Mailing Address
And After Recording Return To:**

Lawrence Public Schools
110 McDonald Drive
Lawrence, Kansas 66044
Attn: Kyle Hayden

Legal Description: See Exhibit A affixed hereto and incorporated herein by reference

GENERAL WARRANTY DEED

THIS KANSAS GENERAL WARRANTY DEED is made this ____ day of July, 2015, by and between the City of Lawrence, Kansas, a Municipal Corporation (“Grantor”), and Unified School District, No. 497 (“Grantee”).

WITNESSETH, that Grantor, in consideration of the sum of **TEN DOLLARS AND NO CENTS** (\$10.00) and other good and valuable consideration, to it paid by the Grantee (the receipt and sufficiency of which is hereby acknowledged) does by these presents, **SELL and CONVEY** unto Grantee, its heirs, successors, and assigns, that certain real estate ("Property") situated in the City of Lawrence, County of Douglas and State of Kansas, and bearing the following legal description, to-wit:

See Exhibit A, affixed hereto and incorporated herein by reference

subject to all rights of way, easements, encumbrances, liens, and restrictions of record, subject to all taxes and assessments, general and special, for 2015 and all subsequent years, and subject to the following:

Grantee, its heirs, successors, and assigns, shall not sell or otherwise dispose of the Property or any part thereof except after first offering the same for sale to Grantor, its heirs, successors, and assigns, upon the same terms and conditions as those contained in any *bona fide* offer received by and acceptable to the Grantee. Upon receipt of any *bona fide* offer acceptable to Grantee, Grantee shall notify Grantor in writing, setting forth in detail all terms and conditions of the offer, and shall offer to sell the Property or any portion thereof to Grantor upon those same terms. Upon receipt of written notice, Grantor's Governing Body shall place the offer on its Regular Agenda for consideration and may elect, by a simple majority of its full membership, either to purchase the Property on the terms offered or to decline to purchase the Property. If Grantor's Governing Body elects to purchase the Property, it shall, within forty-five (45) days of Grantee's written notice, notify Grantee in writing of its acceptance of the offer. If Grantor's Governing Body declines to purchase the Property, then Grantor shall, within sixty (60) days of Grantee's written notice, provide to Grantee a recordable instrument releasing the right, title, and interest of Grantor in and to the Property. This Right of First Refusal shall constitute a real property interest in the Property that runs with the land. The Right of First Refusal shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

TO HAVE AND TO HOLD the Property aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the Grantee, forever. Grantor hereby covenants that, except as set forth above, at the delivery of the Property, it is lawfully seized in its own right of an absolute and indefeasible estate in fee simple of and in all the above-described Property, except as set forth above, that the same is free, clear, discharged, and unencumbered of and from all former and other grants, titles charges, estates, judgments, taxes, assessments, and encumbrances, of whatever nature or kind and that Grantor will warrant and forever

defend the same unto Grantee, its heirs, successors, and assigns, against all and every person or persons whomsoever lawfully claim or asserting claim to the same

IN WITNESS WHEREOF, Grantor has signed these presents as of the day and year first above written.

Grantor:
CITY OF LAWRENCE, KANSAS, a
municipal corporation

JEREMY FARMER
Mayor

ATTEST:

DIANE BUCIA
Acting City Clerk

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of July, 2015, before me the undersigned, a notary public in and for the County and State aforesaid, came Jeremy Farmer, as Mayor 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:

EXHIBIT A

Legal Description of the Property

A PORTION OF CLINTON PARK IN THE ORIGINAL TOWNSITE, WYANDOTT RESERVE NO. 12, CITY OF LAWRENCE, KANSAS, NOW DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALABAMA STREET AND THE NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET, SAID POINT BEING 330.04 FEET EAST OF THE SOUTHWEST CORNER OF LOT 69, BLOCK 41, WEST LAWRENCE, A SUBDIVISION IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET, NORTH 88° 13' 53" EAST, 290.04 FEET TO A POINT ON THE CENTERLINE OF ILLINOIS STREET PROJECTED TO THE SOUTH; THENCE NORTH 01° 47' 12" WEST ALONG SAID PROJECTED CENTERLINE OF ILLINOIS STREET, 237.69 FEET; THENCE SOUTH 69° 28' 52" WEST, 117.26 FEET; THENCE SOUTH 88° 13' 53" WEST, 179.00 FEET TO THE EAST RIGHT OF WAY LINE OF ALABAMA STREET; THENCE SOUTH 01° 47' 30" EAST ALONG SAID EAST RIGHT OF WAY LINE, 200.00 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 1.38 ACRES, MORE OR LESS.