

*Charlie Gray*



REPLY TO  
ATTENTION OF:

**DEPARTMENT OF THE ARMY**  
KANSAS CITY DISTRICT, CORPS OF ENGINEERS  
700 FEDERAL BUILDING  
KANSAS CITY, MISSOURI 64106-2896

June 28, 2004

Civil Branch

SUBJECT: Transmittal of Executed Easement No. DACW41-2-03-0210, Clinton Lake, Kansas

Mr. Chris Stewart  
City of Lawrence  
Department of Utilities  
6 East 6th  
Lawrence, Kansas 66049

Dear Mr. Stewart:

Enclosed is your executed copy of subject document granting authority for the operation and maintenance of a buried water transmission line and a buried electric conduit at Clinton Lake, Kansas.

This Easement renews Easement No. DACW41-2-78-479 and DACW41-2-78-480, which were granted for the same purpose.

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to write or telephone me at 816-983-3730.

Sincerely,

A handwritten signature in cursive script that reads "Anne L. Kosel".

Anne L. Kosel  
Chief, Civil Branch  
Real Estate Division

Enclosure

**DEPARTMENT OF THE ARMY  
EASEMENT  
FOR PIPELINE RIGHT-OF-WAY  
CLINTON LAKE  
DOUGLAS COUNTY, KANSAS**

**THE SECRETARY OF THE ARMY**, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2669 and Title 43, United States Code, Section 961, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to **CITY OF LAWRENCE**, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Kansas, with its principal office at 6 East 6th, Lawrence, Kansas 66049, hereinafter referred to as the grantee, an easement for the operation and maintenance of a buried water transmission line and a buried electric conduit hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in red on EXHIBIT "A", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This easement is hereby granted for a term of **Twenty-five (25)** years, beginning May 4, 2003, and ending May 3, 2028.

**2. CONSIDERATION**

a. The grantee shall pay in advance to the United States the amount of **Fourteen Thousand One Hundred Fifty and No Dollars (\$14,150.00)**, in full for the term hereof, payable to the order of the Finance and Accounting Officer, Kansas City District and delivered to the District Engineer, US Army Engineer District, Kansas City District, P.O. 15339, Kansas City, Missouri 64106-2896.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **City of Lawrence, 6 East 6th, Lawrence, Kansas 66049** and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Kansas City District, 601 East 12th Street, Kansas City, Missouri 64106-2896, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises, to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

**12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

**14. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

#### 19. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as EXHIBIT "B". Upon expiration, revocation or termination of this easement, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on RESTORATION.

#### 20. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

#### 21. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

#### 22. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

#### 23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403),

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 30<sup>th</sup> day of June, 2004.

Anne L. Kosel

ANNE L. KOSEL  
Chief, Civil Branch  
Real Estate Division

THIS EASEMENT is also executed by the grantee this 27<sup>th</sup> day of May, 2004.

CITY OF LAWRENCE

BY:

Mike Wildgen

TITLE:

City Manager

## CERTIFICATE OF AUTHORITY

I Frank S. Reeb (name) certify that I am the City Clerk  
(title) for the City of Lawrence and that Mike Wilgert (signator of outgrant) who signed  
the foregoing instrument on behalf of the grantee was then City Manager (title of signator of  
outgrant) of City of Lawrence. I further certify that the said officer was acting within the scope of  
powers delegated to this governing body of the grantee in executing said instrument.

CITY OF LAWRENCE

Date: May 27, 2004

  
\_\_\_\_\_  
Clerk or Appropriate Official

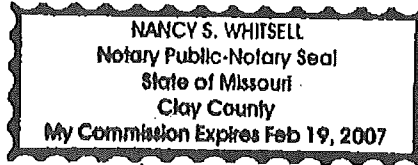
(AFFIX SEAL)

STATE OF MISSOURI )  
 ) ss  
COUNTY OF JACKSON)

BEFORE ME, a Notary Public in and for Jackson County, personally appeared Ms. Anne L. Kosel , to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

GIVEN under my hand and seal, this 30<sup>th</sup> day of June, 2004.

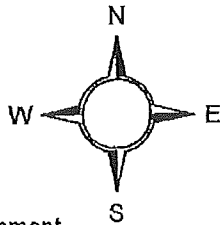
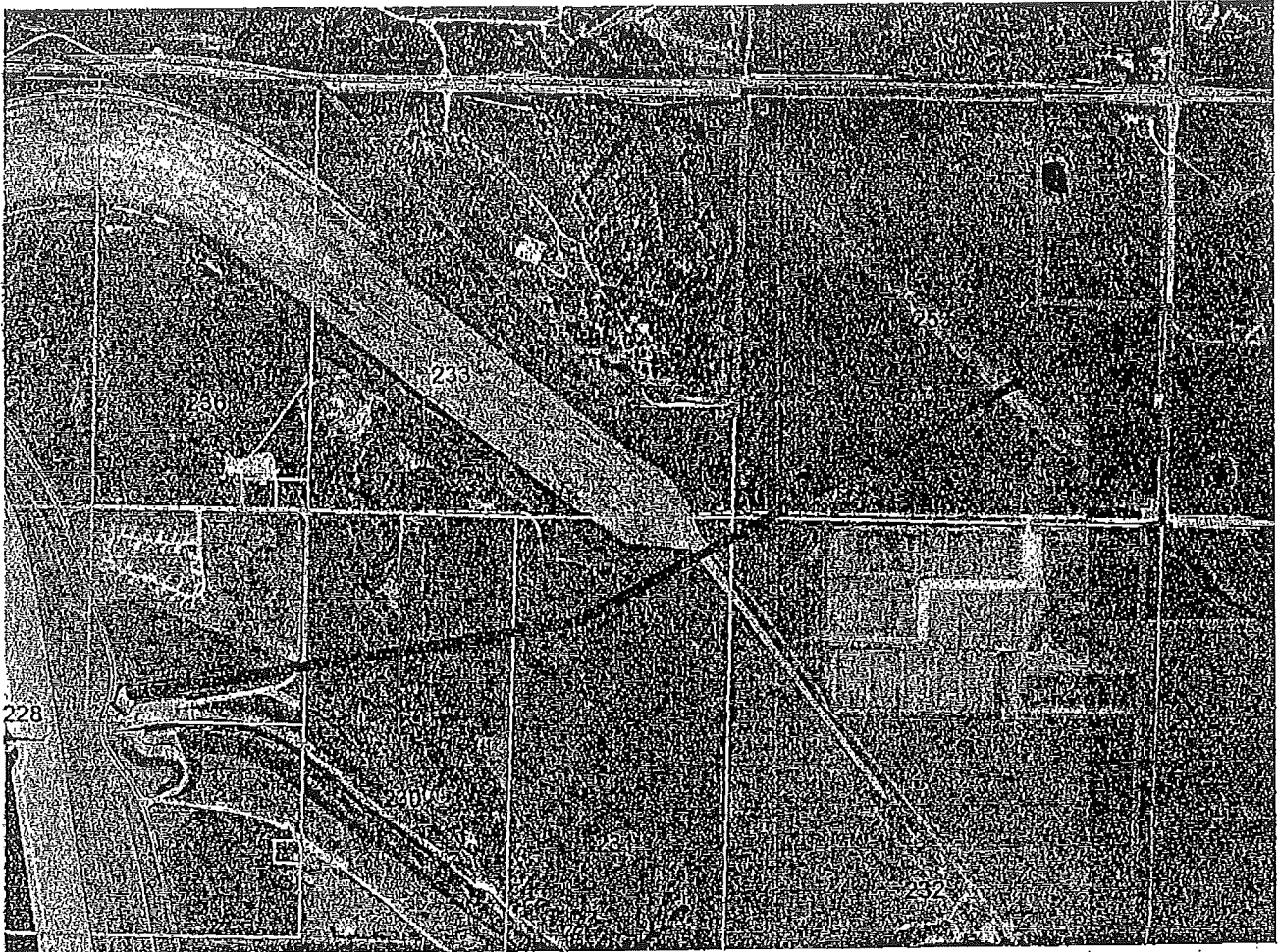
*Nancy S. Whitsell*  
NOTARY PUBLIC







(Seal)

My commission expires on the 19<sup>th</sup> day of February, 2007.

# CLINTON LAKE



## LEGEND

-  Buried Water Line Easement
-  Buried Electrical Conduit
-  Corp Boundaries
-  Real Estate Tracts

CLINTON LAKE, KANSAS  
EASEMENT NO. DACW41-2-03-0210  
CITY OF LAWRENCE  
Operation and maintenance of a buried water  
transmission line and a buried electric conduit  
TRACT NOS. 230, 231, 232, 236 and 253  
S-8 & 9, T-13S, R-19E; 4.8 acres  
Douglas County, Kansas



Easement No. DACW41-2-03-0210  
Legal Description  
Tract No(s). 230, 231, 232, 236, and 253

A parcel of land approximately 30 feet in width and approximately 7000 feet in length for the operation and maintenance of a buried water transmission line and a buried electric conduit right-of-way lying within the U.S. Government Reservation, Clinton Lake, Kansas, situated in the South 1/2 of Section 8 and the N1/2 of Section 9, T 13 S; R 19 E of the Sixth Principal Meridian, Tract No(s). 230, 231, 232, 236, and 253, Douglas County, Kansas, containing 4.8 more or less.

**Buried water transmission**

A strip of land 30 feet in width lying within the U.S. Government Reservation, Clinton Lake, situated in the S $\frac{1}{2}$  of Section 8 and the W $\frac{1}{2}$  of Section 9, Township 13 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, lying 10 feet on the left side and 20 feet on the right side of the following described line, being that part of the following described strip of land lying southerly of the north line of the S $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 9:

Commencing at the northeast corner of said W $\frac{1}{2}$  of Section 9; thence westerly along the north line of said Section 9 to a line parallel with and 28 feet west of the east line of said W $\frac{1}{2}$  of Section 9; thence southerly along said line, 1315.6 feet to the point of beginning of the line herein described; thence continuing on the last described course, 31.8 feet; thence with an angle of 59°49' to the right, 4108.6 feet; thence with an angle of 19°08' to the right, 2799.23 feet; thence with an angle of 44°52'33" to the left, 42.19 feet; thence with an angle of 44°59'42" to the left, 17.67 feet, containing 4.81 acres, more or less.

**Buried electric conduit**

A strip of land 20 feet in width lying within the U.S. Government Reservation, Clinton Lake, situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 8, Township 13 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, lying 10 feet on each side of the following described line:

Commencing at the northeast corner of the W $\frac{1}{2}$  of Section 9, said township and range; thence westerly along the north line of said Section 9 to a line parallel with and 28 feet west of the east line of said W $\frac{1}{2}$  of Section 9; thence southerly along said line, 1347.4 feet; thence with an angle of 59°49' to the right, 4108.6 feet; thence with an angle of 19°08' to the right, 2799.23 feet; thence with an angle of 44°52'33" to the left, 42.19 feet; thence with an angle of 18°08'50" to the left, 26.40 feet to the point of beginning of the line herein described; thence with an angle of 122°05'13" to the right from the last described course, 116.51 feet; thence with an angle of 54°30' to the right, 123 feet to the southwest corner of an existing concrete pad, containing 0.11 of an acre, more or less.

U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT  
PRELIMINARY ASSESSMENT SCREENING (PAS)  
CLINTON LAKE

1. Real Property Transaction: Proposed grant of ( ) lease  
( ) license (X) easement ( ) permit ( ) deed or ( ) sale of building to  
City of Lawrence for a 25 year term.

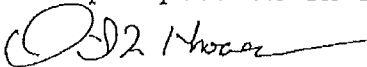
2. A description of the real property will be included in the outgrant.

3. Clinton Project Records were searched on 19 May 2003 by David L.  
Rhoades for any history of hazardous substance activity on the site.

(X) The search did not reveal any evidence of hazardous substance  
release, storage, or disposal exceeding CERCLA\* thresholds.

( ) The search or other reason prompted an on-site survey, attached.

Signed By: David L. Rhoades



Title: Natural Resource Management Specialist

Date: 19 May 2003

4. Construction-Operations Division records were searched on 26 Jun 03  
by [print] John Lucido for any history of hazardous substance  
activity on the site.

(X) The search did not reveal any evidence of hazardous substance  
release, storage, or disposal exceeding CERCLA thresholds.

( ) The search or other reason prompts an on-site survey, attached.

Signed By: John Lucido

Title: Environmental Protection Spec.

Date: 26 Jun 03

5. Records of Real Estate Division were searched on 27 June, 03  
by [print] Lora E. Vacca for any history of hazardous substance activity  
on the site.

(X) The search did not reveal any evidence of hazardous substance  
release, storage, or disposal exceeding CERCLA thresholds.

( ) The search or other reason prompts on-site survey, attached.

Signed By: Lora E. Vacca

Title: Health Specialist

Date: 6/27/03

6. Conclusion:

(X) PAS indicates no necessity to provide notice under CERCLA nor any  
environmental conditions to affect the proposed real property transaction.

( ) PAS indicates a positive finding which requires further investigation  
and reporting.

Note: On-site surveys performed by Project personnel.

\* Comprehensive Environmental Response, Compensation, and Liability  
Act