

## CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT AGREEMENT, is made this 11th day of March, 2002, by and between Alvarmar, Inc., a Kansas corporation, by Robert G. Billings, President; Mabet #3, LC, a Kansas limited liability company, by Robert G. Billings, President of Alvarmar, Inc., Manager and Greentree, L.C., a Kansas limited liability company, by Michael D. Stultz, Managing Member, hereinafter referred to as "GRANTORS," and the City of Lawrence, Kansas, a Kansas municipal corporation, hereinafter referred to as "GRANTEE."

WHEREAS, GRANTORS are the owners of certain real property located in the City of Lawrence, Douglas County, Kansas, legally described as Ironwood North, a subdivision in the City of Lawrence, Douglas County, Kansas, hereinafter referred to as "IRONWOOD NORTH," and

WHEREAS, as a condition of approval of the rezoning, Preliminary Plat and Final Plat of IRONWOOD NORTH, GRANTEE required GRANTORS to dedicate a conservation easement over a portion of IRONWOOD NORTH, legally described as Tract A, Tract B and Tract C, Ironwood North, a subdivision in the City of Lawrence, Douglas County, Kansas, hereinafter referred to as the "GREENSPACE."

NOW THEREFORE, in consideration of GRANTEE'S approval of the rezoning, Preliminary Plat and Final Plat of IRONWOOD NORTH and in satisfaction of the condition imposed, GRANTORS hereby grant and convey unto GRANTEE a conservation easement over, under and across the GREENSPACE. The terms of this conservation easement are as follows:

1. Except as permitted by this paragraph, no action of any kind may be taken to change or disturb the existing natural environment of the GREENSPACE. No development shall be permitted within the GREENSPACE, including a prohibition against residential, commercial or industrial structures, parking lots or area lighting. The GREENSPACE may, however, be used for utility and drainage easements as well as the construction of utility and drainage improvements. GRANTORS specifically retain the right to dedicate utility and/or drainage easements across and within the GREENSPACE. The GREENSPACE may be left in its natural state or improved with park amenities such as walking paths, benches, tables and/or an arboretum.

2. Maintenance of the GREENSPACE shall be the responsibility of the owner(s) of record of the GREENSPACE. GRANTORS reserve the right to convey the GREENSPACE to an association made up of adjacent property owners or dedicate it to GRANTEE for park purposes.

3. GRANTEE may enter upon the GREENSPACE for the purposes of inspection and enforcement of this easement and may take whatever actions are necessary to restore

the GREENSPACE to its undisturbed natural state. Further, GRANTEE and GRANTORS may enforce the terms of this easement by any proceeding in law or in equity to restrain violation, to compel compliance, or to recover damages, including attorneys' fees and costs of the enforcement actions. GRANTORS shall not be liable for the actions of any third party, other than their employees, agents or contractors, which may violate the terms of this easement, unless GRANTORS, their employees, agents or contractors had actual knowledge of the violation and failed to take reasonable action to stop the violation.

4. Failure to enforce any provision of this easement upon a violation of it shall not be deemed a waiver of the right to do so as to that or any subsequent violation.

5. Invalidation of any of the terms of this easement shall in no way affect any of the other terms, which shall remain in full force and effect.

6. This easement does not convey a right to public use of the GREENSPACE nor does it convey any right of possession in the GREENSPACE to the public or GRANTEE. Access by GRANTEE to the GREENSPACE shall be limited to access necessary for purposes of inspection and enforcement as specified in paragraph 3 above. GRANTEE shall not be entitled to share in any award or other compensation given in connection with a condemnation or negotiated acquisition of all or any part of the GREENSPACE by any authority having the power of eminent domain. GRANTEE hereby waives any right it may have to such an award or compensation.

7. Acceptance of this easement by GRANTEE and the recording of this document shall constitute GRANTEE'S consent to be bound by its terms.

8. GRANTEE hereby acknowledges and agrees that the granting of this conservation easement is conditioned upon GRANTEE'S approval of the rezoning, Preliminary Plat and Final Plat of IRONWOOD NORTH, and this easement agreement may not be recorded by GRANTEE without the approval of the rezoning, Preliminary Plat and Final Plat of IRONWOOD NORTH. If GRANTEE does not approve the rezoning, Preliminary Plat and Final Plat of IRONWOOD NORTH, this easement agreement shall be null and void, shall not be recorded by GRANTEE, and shall be returned to GRANTORS.

9. This easement shall run with the land and be binding on GRANTORS, their successors and assigns, and inure to the benefit of GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, GRANTORS have executed this easement agreement on the date first written above.

ALVAMAR, INC., a Kansas corporation

*Robert G. Billings*  
by Robert G. Billings, President

017-40-  
Index ☒ Numerical Index \_\_\_\_\_  
No. 222773 Book 762 Page 1287  
State of Kansas, Douglas County, 38.  
Recorded in Book 762 Page(s): 1287 - 1291  
Filed Mar 15, 2002 8:21 AM Fees \$14.00  
Register of Deeds

*Shirley Newmyer*

MABET #3, LC, a Kansas limited liability company

*Robert G. Billings*  
by Robert G. Billings, President of Alvamar, Inc., Manager



GREENTREE, L.C., a Kansas limited liability company

*Michael D. Stultz*  
by Michael D. Stultz, Managing Member

Lamy Chance  
1611 St. Andrews Dr.  
Lawrence, KS

STATE OF Kansas)  
COUNTY OF Douglas) ss:

BE IT REMEMBERED, that on this 6<sup>th</sup> day of March, 2002, before me, a Notary Public in and for the County and State aforementioned, came Robert G. Billings, President of Alvamar, Inc., a Kansas corporation, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed the within instrument of writing on behalf of said corporation, and such person acknowledged the execution of the same to be the act and deed of said corporation.

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



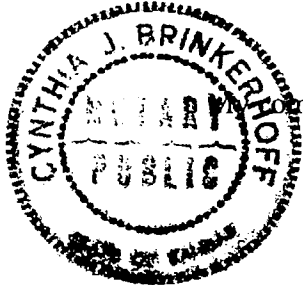
Cynthia J. Brinkerhoff  
Notary Public

My commission expires: 1-11-06

STATE OF Kansas)  
COUNTY OF Douglas) ss:

BE IT REMEMBERED, that on this 6<sup>th</sup> day of March, 2002, before me, a Notary Public in and for the County and State aforementioned, came Robert G. Billings, President of Alvamar, Inc., Manager of Mabet #3, LC, a Kansas limited liability company, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed the within instrument of writing on behalf of said limited liability company, and such person acknowledged the execution of the same to be the act and deed of said limited liability company.

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



Cynthia J. Brinkerhoff  
Notary Public

My commission expires: 1-11-06

STATE OF KANSAS           )  
  ) ss:  
COUNTY OF DOUGLAS    )

BE IT REMEMBERED, that on this 11<sup>th</sup> day of March, 2002,  
before me, a Notary Public in and for the County and State aforementioned, came  
Michael D. Stultz, Managing Member of Greentree, L.C., a Kansas limited liability  
company, who is personally known to me to be such officer, and who is personally  
known to me to be the same person who executed the within instrument of writing on  
behalf of said limited liability company, and such person acknowledged the execution of  
the same to be the act and deed of said limited liability company.

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

My commission expires:

