

## **CONSERVATION EASEMENT**

**THIS CONSERVATION EASEMENT AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Ellen LeCompte hereinafter referred to as "GRANTOR," and the City of Lawrence, Kansas, a Kansas municipal corporation, hereinafter referred to as "GRANTEE".

**WHEREAS**, GRANTOR is the owner of certain real property located in the City of Lawrence, Douglas County, Kansas, legally described as Kentucky Street S ½ Lot 101, a subdivision in the City of Lawrence, Douglas County, Kansas, hereinafter referred to as "1019 Kentucky," and

**WHEREAS**, as a condition of approval of a demolition permit for 1019 Kentucky, GRANTEE is requiring GRANTOR to dedicate a conservation easement over, under and across 1019 Kentucky.

**NOW THEREFORE**, in consideration of GRANTEE'S approval of the demolition permit for 1019 Kentucky and in satisfaction of the condition imposed, GRANTOR hereby grants and conveys unto GRANTEE a conservation easement over, under and across 1019 Kentucky. 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 the historical, architectural, archaeological or cultural aspects of 1019 Kentucky. Except for the two existing parking spaces currently on the property, no parking lot whether improved or unimproved, including but not limited to asphalt, concrete, gravel or dirt shall be permitted on 1019 Kentucky. The property may, however, be used for utility and drainage easements as well as the construction of utility and drainage improvements. GRANTOR specifically retains the right to dedicate utility and/or drainage easements across and within 1019 Kentucky.

2. Maintenance of 1019 Kentucky and the screening of the two existing parking spaces from view of persons on Kentucky Street or adjoining right-of-way shall be the responsibility of the owner(s) of record.

3. GRANTEE may enter upon 1019 Kentucky for the purposes of inspection and enforcement of this easement and may take whatever actions are necessary to insure the property is not used as a parking lot.

Further, GRANTEE and GRANTOR 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. GRANTOR 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 GRANTOR, 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 1019 Kentucky nor does it convey any right of possession in 1019 Kentucky to the public or GRANTEE. Access by GRANTEE to 1019 Kentucky 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 1019 Kentucky 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.

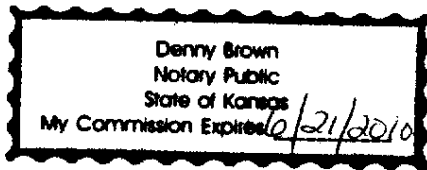
8. GRANTEE hereby acknowledges and agrees that the granting of this conservation easement is conditioned upon GRANTEE'S approval of the demolition permit for 1019 KENTUCKY.

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

STATE OF KANSAS            )  
                                      :SS  
COUNTY OF DOUGLAS        )

BE IT REMEMBERED, that on this 30 day of April, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ellen LeCompte, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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



Denny Brown  
Notary Public

My Commission Expires: 6/21/2010

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

Grantor:

By: Ellen LeCompte  
Ellen LeCompte

Grantee:

**APPROVED:**

\_\_\_\_\_  
Sue Hack, Mayor

**ATTEST:**

\_\_\_\_\_  
Frank Reeb, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Toni Ramirez Wheeler  
Director of Legal Services