

EXHIBIT D
KDOT PAYMENT VOUCHER FOR ACCESS RIGHTS
 STATE OF KANSAS
PAYMENT VOUCHER

Department of Administration
 Division of Accounts and Reports
 DA-120 DOT-2 (Rev. 2-90)

Tract: 24

Sheet 1 of 2

Document Date: 032904

Effective Date: 032904

Due Date:

Warrant No. PAID Rf Pg 282
 Agency No. 276 Div. No. 10006817 Current Doc. No. 10006817

Vendor Information
 No./Sfx: 311438791 Electronic Deposit ☒ A
 Name: Carolena, LTD
 Street: 2012 Edgecliff Point #3 PT APT 3
 City: Cincinnati
 State: OH ZIP: 45260 45206-2858

Paying Agency Name & Address
 Kansas Department of Transportation
 William F. Vicory, Chief
 Bureau of Right of Way
 Thacher Building
 217 SE 4th St. - 2nd Floor
 Topeka, Kansas 66603

	Sfx 01	T/C	Ref. Doc.	Sfx	M	Fund	BFY	Index	PCA	Sub-Obj	Det	Amount
Invoice No.	Description			Agency Use								
	Sfx 02	T/C	Ref. Doc.	Sfx	M	Fund	BFY	Index	PCA	Sub-Obj	Det	Amount
Invoice No.	Description			Agency Use								
	Sfx 03	T/C	Ref. Doc.	Sfx	M	Fund	BFY	Index	PCA	Sub-Obj	Det	Amount
Invoice No.	Description			Agency Use								
	Sfx 04	T/C	Ref. Doc.	Sfx	M	Fund	BFY	Index	PCA	Sub-Obj	Det	Amount
Invoice No.	Description			Agency Use								
										Document Total		

Rf: Pg 282

Rf: Pg 282

Date and Invoice No.	Quantity	Unit	DESCRIPTION	Unit Price	Amount
			PAGE 1 of 2		
		(a)	0.340 HA (0.84 AC) for Acc Contr Hwy R/W in the SE 1/4 of Sec 28, T 12 S, R 19 E (\$144,450.00)		
		(b)	ALL RIGHTS OF ACCESS in the Southeast Quarter of Section 28, T 12 S, R 19 E (\$0.00)		
		(c)	ALL RIGHTS OF ACCESS in the Southeast Quarter of Section 28, T 12 S, R 19 E (\$0.00)		
		(d)	0.120 HA (0.30 AC) EASE for Hwy Constr. in the SE 1/4 of Sec 28, T 12 S, R 19 E (\$5,280.00)		
		(e)	0.335 HA (0.83 AC) for Acc Contr Hwy R/W in the SE 1/4 of Sec 28, T 12 S, R 19 E (\$105,410.00)		
			Douglas County 40-23 K-6880-01 12112003		
			Sub Total		
	Audited:	Coded:	Approved:	Approved:	Approved:
		<u>JP</u>	officer in charge	<u>Signature PG 282</u> Bureau Chief/Dist. Eng.	State Transportation Controller
I do hereby certify that the above bill is just, correct, and remains due and unpaid, and that the amount claimed therein is actually due according to the law. (Claimant sign here) <u>Carolena, LTD</u> by <u>Maryan B. Tebbutt, Managing Agent</u> Date _____, 20____			I do hereby certify that the within was contracted for the State, under authority of law, and that the amount therein claimed is correct according to such contract and is unpaid. <div align="center" style="border: 2px solid black; padding: 10px; font-size: 2em; font-weight: bold;">COPY</div>		

STATE OF KANSAS
Department of Administration
Division of Accounts and Reports
DA-120 DOT-2 (Rev. 2-90)

PAYMENT VOUCHER

Tract: 24

Sheet 2 of 2

Warrant No. 004426041 Dtd 4-5-04

Agency No.
276

Div. No.

Current Doc. No.

V0006817

Document Date: 032904

Effective Date: 032904

Due Date: Rcd 4-6-04

refd Cindy Braxton 4-9-04 gp

Vendor Information

No./Sfx: 311438791 Electronic Deposit ☒ A

Name: Carolena, LTD

Street: 2012 Edgecliff Point #3 PT APT 3

City: Cincinnati

State: OH ZIP: 45260 45206-2858

Paying Agency Name & Address

Kansas Department of Transportation

William F. Vicory, Chief

Bureau of Right of Way

Thacher Building

217 SE 4th St. - 2nd Floor

Topeka, Kansas 66603

Slx	T/C	Ref. Doc.	Slx	M	Fund	BFY	Index	PCA	Sub-Obj	Det	Amount	
01	703				4100	04	0830	99180	4310		127,570.00	
Invoice No.		Description				Agency Use						
	Slx	T/C	Ref. Doc.	Slx	M	Fund	BFY	Index	PCA	Sub-Obj	Det	Amount
	02											
Invoice No.		Description				Agency Use						
	Slx	T/C	Ref. Doc.	Slx	M	Fund	BFY	Index	PCA	Sub-Obj	Det	Amount
	03											
Invoice No.		Description				Agency Use						
	Slx	T/C	Ref. Doc.	Slx	M	Fund	BFY	Index	PCA	Sub-Obj	Det	Amount
	04											
Invoice No.		Description				Agency Use				Document Total		
										127,570.00		

Date and Invoice No.	Quantity	Unit	Description	Unit Price	Amount
			PAGE 2 of 2		
			Continuation from previous page (Pg 1 of 2)		\$0.00
		(f)	ALL RIGHTS OF ACCESS in the Southeast Quarter of Section 28, T 12 S, R 19 E (\$0.00)		
		(g)	ALL RIGHTS OF ACCESS in the Southeast Quarter of Section 28, T 12 S, R 19 E (\$0.00)		
			This voucher is 1 of 2 representing: 1/2 of the acquisition proceeds which totals \$255,140.00		\$127,570.00
			Douglas County 40-23 K-6880-01 Cindy Braxton 12112003		
Document Total					\$127,570.00

Audited:	Coded: JP	Approved:	Approved:	Approved:
		officer in charge	Bureau Chief/Prs. Eng.	State Transportation Controller
I do hereby certify that the above bill is just, correct, and remains due and unpaid, and that the amount claimed therein is actually due according to the law.			I do hereby certify that the within was contracted for the State, under authority of law, and that the amount therein claimed is correct according to such contract and is unpaid.	
(Claimant sign here) Carolena, LTD			<div>COPY</div>	
by Maryan B. Tebbutt, Managing Agent				
Date _____, 20____				

ADMINISTRATIVE SETTLEMENT							
PROJECT: 40-23 K 6880-01		COUNTY: DOUGLAS		CITY:			
TR	OWNER	APPROVED APPRAISAL	TOTAL SETTLEMENT APPROVED	SETTLEMENT RECOMMENDED BY	APPRaiser	REVIEWING APPRAISER	ACQUISITION AGENT
24	Carolena, LTD & Henry's Flower, LLC	\$232,425.00	\$255,140.00	William Zeller Tim Orrick Cindy Broxterman	Eilene Ramsey	Gerald Heller	William Zeller
<p align="center">JUSTIFICATION FOR SETTLEMENT 11-5-03</p> <p>The landowners refused the original offer because they felt their property was worth more since the area was currently being developed and they have a lot of frontage along Highway 40. The landowners also were concerned about the controlled access along Highway 40 and Wakarusa Drive. The owners wanted access to Wakarusa, since the tract across (West) Wakarusa Drive was being developed and had access.</p> <p>As part of negotiations we agreed to increase the offer by 10%, which is consistent with other tracts on this project. The area of acquisition is in a high development area and values are steadily increasing.</p> <p>Through continued coordination with KDOT Design, the landowners Attorney and the City of Lawrence it was decided to open a portion of the access control. Therefore, a 300 foot opening was provided 350 feet north of US 40 along Wakarusa. It was agreed this opening shall be for a right in, right out access only and the exact location of the access will be regulated by the City of Lawrence through the platting process.</p> <p>This tract was settled during the eminent domain process by Legal Counsel. By deleting the tract from eminent domain it eliminated the potential of a higher court award</p> <p>We feel this settlement is responsible, prudent, feasible and in the public's best interest.</p> <p align="right"> <i>This AS is for ROW purposes. All purchase papers have been processed and file is now Complete.</i> <i>Cindy</i> </p> <p>Approved by: <u><i>Cindy Broxterman</i></u> Cindy Broxterman, Chief Acquisition</p> <p><u><i>William F. Vicory</i></u> William F. Vicory, Chief, Bureau of Right of Way</p>							

cc: Cindy Broxterman/Acquisition Log, Rob Stork, Bill Vicory, Marvin Clements, Ron Prochazka

292483

No Real Estate Sales Validation
Questionnaire Required
Pursuant to KSA 79-1437e (13)

WARRANTY DEED

THIS INDENTURE is made this 16th day of February, 2004, between Carolena, LTD, a limited liability company organized and existing under the laws of the state of Ohio and HenrysFlower, L.L.C., a limited liability company organized and existing under the laws of the state of Kansas (hereinafter collectively "Grantors") and Debra L. Miller, in her capacity as the Secretary of Transportation for the State of Kansas (hereinafter "Grantee").

WITNESSETH, that Grantors, for and in consideration of the sum of \$100.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, and by these present hereby GRANTS, BARGAINS, SELLS AND CONVEYS to the Grantee and her successors and assigns, all of the following described tract, piece and parcel of land, including all improvements and fixtures thereon, if any, situated in the County of Douglas, State of Kansas, to-wit:

See Exhibit "A", which is attached hereto and incorporated herein by reference,

including all the estate, title, and interest of the Grantors. Grantors hereby covenant and agree that at the delivery of this Warranty Deed they are the lawful owners of the premises above granted, and seized of a good and indefeasible fee simple estate therein, free and clear of all encumbrances and that they will warrant and defend the same in the quiet and peaceable possession of Grantee, her successors and assigns forever, against all persons lawfully claiming the same.

IN WITNESS WHEREOF, the Grantors have set their hands this 17 day of Feb, 2004.

Grantors:

Carolena, LTD

By: Maryann B. Tebbutt
Maryann B. Tebbutt
Title: Managing Agent
Managing Agent

and

HenrysFlower, L.L.C.

By: JoAnne B. Taylor
JoAnne B. Taylor
Title: Manager
Manager

ACKNOWLEDGMENT

STATE OF Ohio)
)SS.
COUNTY OF Hamilton)

BE IT REMEMBERED that on this 17 day of Feb, 2004, before me, the undersigned, a notary public in and for the county and state aforesaid, came Marian Pettit, the Manager (title) of the Grantor Carolena, Ltd., who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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


Notary Public Julie A. Cook

My appointment expires:
12-5-07



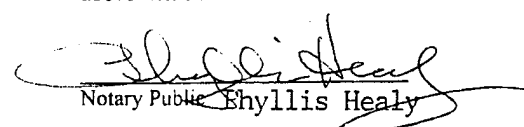
JULIE A. COOK
Notary Public, State of Ohio
My Commission Expires
December 5, 2007

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

BE IT REMEMBERED that on this 14th day of FEBRUARY, 2004, before me, the undersigned, a notary public in and for the county and state aforesaid, came JOANNE B. TAYLOR, the MANAGER (title) of the Grantor HenrysFlower, L.L.C. who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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


Notary Public Phyllis Healy

My appointment expires: 06-09-05

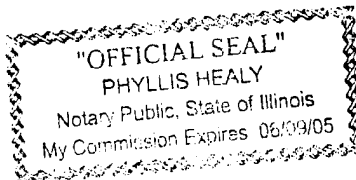


EXHIBIT A
Legal Description of Parcels Subject to Conveyance:

(a) A TRACT OF LAND in the Southeast Quarter of Section 28, Township 12 South, Range 19 East of the 6th P.M., described as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 01 degree 56 minutes 23 seconds West, 15.240 meters (50.00 feet) along the West line of said Quarter Section to the Northerly right of way line of the existing highway; thence North 88 degrees 11 minutes 41 seconds East, 15.240 meters (50.00 feet) along said Northerly right of way line to the Easterly right of way line of Wakarusa Drive and the POINT OF BEGINNING; FIRST COURSE, thence continuing North 88 degrees 11 minutes 41 seconds East, 320.096 meters (1050.18 feet) along said Northerly right of way line to the Westerly right of way line of Champion Lane; SECOND COURSE, thence North 01 degree 48 minutes 19 seconds West, 7.620 meters (25.00 feet) along said Westerly right of way line; THIRD COURSE, thence South 88 degrees 11 minutes 41 seconds West, 296.646 meters (973.25 feet); FOURTH COURSE, thence North 56 degrees 16 minutes 26 seconds West, 20.890 meters (68.54 feet); FIFTH COURSE, thence North 01 degree 45 minutes 21 seconds West, 90.032 meters (295.38 feet); SIXTH COURSE, thence North 26 degrees 46 minutes 48 seconds West, 8.819 meters (28.93 feet); SEVENTH COURSE, thence North 01 degree 53 minutes 19 seconds West, 9.000 meters (29.53 feet); EIGHTH COURSE, thence North 04 degrees 16 minutes 55 seconds West, 75.545 meters (247.85 feet) to said Easterly right of way line of Wakarusa Drive; NINTH COURSE, thence South 01 degree 56 minutes 23 seconds East, 202.262 meters (663.59 feet) along said Easterly right of way line to the point of beginning. The above described tract contains 0.340 hectare (0.84 acre), more or less.

Lands abutting said highway shall have no right or easement of access thereto, provided, however, that the remaining lands shall abut upon and have access to a public road over and across the following described courses: BEGINNING at the end of said 'FIFTH' COURSE, and extending South 01 degree 45 minutes 21 seconds East, 20.000 meters (65.62 feet); ALSO, all of said 'SIXTH' and 'SEVENTH' courses; ALSO, beginning at the beginning of said 'EIGHTH' COURSE, and extending North 04 degrees 16 minutes 55 seconds West, 54.322 meters (178.22 feet). Said public road will be connected to the highway only at such points as may be established by public authority. Buyer may install a fence or other restrictive barrier to prohibit vehicular traffic over and across the access-controlled right of way; provided, however, that Buyer assumes no responsibility for restraining the livestock of the abutting Landowner(s) nor any other legal responsibility associated with fencing private property.

(b) ALL RIGHT OF ACCESS to and from the abutting public highway over and across a line in the Southeast Quarter of Section 28, Township 12 South, Range 19 East of the 6th P.M., described as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 01 degree 56 minutes 23 seconds West, 251.316 meters (824.53 feet) along the West line of said Quarter Section to the Southerly right of way line of Overland Drive extended; thence North 87 degrees 39 minutes 00 seconds East, 15.240 meters (50.00 feet) along said Southerly right of way line to the Easterly right of way line of Wakarusa Drive and the POINT OF BEGINNING; FIRST COURSE, thence South 01 degree 56 minutes 23 seconds East, 33.959 meters (111.41 feet) along said Easterly right of way line. Buyer may install a fence or other restrictive barrier to prohibit vehicular traffic over and across the access-controlled right of way; provided, however, that Buyer assumes no responsibility for restraining the livestock of the abutting Landowner(s) nor any other legal responsibility associated with fencing private property.

(c) ALL RIGHT OF ACCESS to and from the abutting public highway over and across a line in the Southeast Quarter of Section 28, Township 12 South, Range 19 East of the 6th P.M., described as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 88 degrees 11 minutes 41 seconds East, 335.300 meters (1100.06 feet) along the South line of said Quarter Section to the Westerly right of way line of Champion Lane extended; thence North 01 degree 48 minutes 19 seconds West, 22.860 meters (75.00 feet) along said Westerly right of way line to the Northerly right of way line of the proposed highway and the POINT OF BEGINNING; FIRST COURSE, thence North 01 degree 48 minutes 19 seconds West, 83.820 meters (275.00 feet) along said Westerly right of way line. Buyer may install a fence or other restrictive barrier to prohibit vehicular traffic over and across the access-controlled right of way; provided, however, that Buyer assumes no responsibility for restraining the livestock of the abutting Landowner(s) nor any other legal responsibility associated with fencing private property.

(e) A TRACT OF LAND in the Southeast Quarter of Section 28, Township 12 South, Range 19 East of the 6th P.M., described as follows: COMMENCING at the Southeast corner of said Quarter Section, thence on an assumed bearing of North 01 degree 47 minutes 15 seconds West, 15.240 meters (50.00 feet) along the East line of said Quarter Section to the Northerly right of way line of the existing highway; thence South 88 degrees 11 minutes 41 seconds West, 12.192 meters (40.00 feet) along said Northerly right of way line to the Westerly right of way line of Folks Road and the POINT OF BEGINNING; FIRST COURSE, thence continuing South 88 degrees 11 minutes 41 seconds West, 439.448 meters (1441.75 feet) along said Northerly right of way line to the Easterly right of way line of Champion Lane; SECOND COURSE, thence North 01 degree 48 minutes 19 seconds West, 7.620 meters (25.00 feet) along said Easterly right of way line; THIRD COURSE, thence North 88 degrees 11 minutes 41 seconds East, 439.450 meters (1441.76 feet) to said Westerly right of way line of said Folks Road; FOURTH COURSE, thence South 01 degree 47 minutes 15 seconds East, 7.620 meters (25.00 feet) along said Westerly right of way line to the point of beginning. The above described tract contains 0.335 hectare (0.83 acre), more or less. Lands abutting said highway shall have no right or easement of access thereto. Buyer may install a fence or other restrictive barrier to prohibit vehicular traffic over and across the access-controlled right of way; provided, however, that Buyer assumes no responsibility for restraining the livestock of the abutting Landowner(s) nor any other legal responsibility associated with fencing private property.

(f) ALL RIGHT OF ACCESS to and from the abutting public highway over and across a line in the Southeast Quarter of Section 28, Township 12 South, Range 19 East of the 6th P.M., described as follows: COMMENCING at the Southeast corner of said Quarter Section; thence on an assumed bearing of South 88 degrees 11 minutes 41 seconds West, 451.635 meters (1481.74 feet) along the South line of said Quarter Section to the Easterly right of way line of Champion Lane extended; thence North 01 degree 48 minutes 19 seconds West, 22.860 meters (75.00 feet) along said Easterly right of way line to the Northerly right of way line of the proposed highway and the POINT OF BEGINNING; FIRST COURSE, thence continuing North 01 degree 48 minutes 19 seconds West, 83.820 meters (275.00 feet) along said Easterly right of way line. Buyer may install a fence or other restrictive barrier to prohibit vehicular traffic over and across the access-controlled right of way; provided, however, that Buyer assumes no responsibility for restraining the livestock of the abutting Landowner(s) nor any other legal responsibility associated with fencing private property.

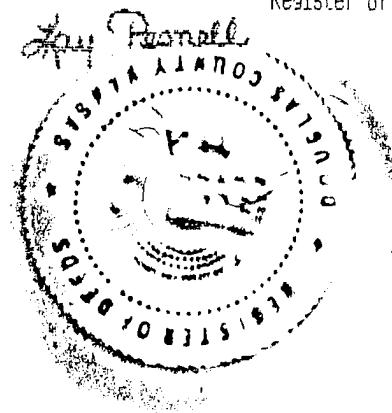
(g) ALL RIGHT OF ACCESS to and from the abutting public highway over and across a line in the Southeast Quarter of Section 28, Township 12 South, Range 19 East of the 6th P.M., described as follows: COMMENCING at the Southeast corner of said Quarter Section; thence on

an assumed bearing North 01 degree 47 minutes 15 seconds West, 15.240 meters (50.00 feet) along the East line of said Quarter Section to the Northerly right of way line of the existing highway; thence South 88 degrees 11 minutes 41 seconds West, 12.192 meters (40.00 feet) along said Northerly right of way line to the Westerly right of way line of Folks Road; thence North 01 degree 47 minutes 15 seconds West, 7.620 meters (25.00 feet) along said Westerly right of way line to the Northerly right of way line of the proposed highway and the POINT OF BEGINNING; FIRST COURSE, thence continuing North 01 degree 47 minutes 15 seconds West, 83.820 meters (275.00 feet) along said Westerly right of way line. Buyer may install a fence or other restrictive barrier to prohibit vehicular traffic over and across the access-controlled right of way; provided, however, that Buyer assumes no responsibility for restraining the livestock of the abutting Landowner(s) nor any other legal responsibility associated with fencing private property.

Entered in Transfer Record in my office this
13th day of May, A.D. 2004
Patty Jimles County Clerk

(Signature)

28-12-19
Index 1 Numerical Index SE
No. 292483 Book 937 Page 1147
State of Kansas, Douglas County, SS.
Recorded in Book 937 Page(s): 1147 - 1151
Filed May 12, 2004 1:02 PM Fees \$24.00
Register of Deeds



BOOK 937 PAGE 1151