
QUITCLAIM DEED

THIS DEED, Made this 13th day of August, 2010, by and between The State of Kansas, acting by and through Debra L. Miller, as Secretary of Transportation of the State of Kansas, of the first part, and the City of Lawrence, in the State of Kansas of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of one dollar and other valuable consideration to it duly paid, has sold, and by these presents does Remise, Release and Quitclaim unto the said parties of the second part, their heirs and assigns, forever, all that tract of land situated in the County of Douglas and the State of Kansas described as follows, to-wit:

(a) A tract of land in the Southwest Quarter of Section 29, 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 04 minutes 24 seconds East, 961.91 feet along the South line of said Quarter Section; thence North 01 degree 55 minutes 36 seconds West, 149.78 feet to the Easterly right of way line of existing K-10 Highway; thence North 14 degrees 23 minutes 48 seconds West, 217.80 feet along said Easterly right of way line to the POINT OF BEGINNING; FIRST COURSE, thence on a curve of 490.00 feet radius to the right, an arc distance of 315.31 feet with a chord which bears North 58 degrees 15 minutes 26 seconds West, 309.89 feet; SECOND COURSE, thence North 27 degrees 30 minutes 35 seconds West, 133.25 feet; THIRD COURSE, thence on a curve of 1567.00 feet radius to the right, an arc distance of 880.68 feet with a chord which bears North 18 degrees 57 minutes 24 seconds West, 869.13 feet; FOURTH COURSE, thence North 02 degrees 51 minutes 22 seconds West, 558.69 feet; FIFTH COURSE, thence on a curve of 4983.00 feet radius to the left, an arc distance of 596.01 feet with a chord which bears North 06 degrees 16 minutes 57 seconds West, 595.65 feet; SIXTH COURSE, thence North 09 degrees 42 minutes 33 seconds West, 14.64 feet to the North line of said Quarter Section; SEVENTH COURSE, thence North 88 degrees 04 minutes 06 seconds East, 57.52 feet along said North line; EIGHTH COURSE, thence on a curve of 5040.00 feet radius to the right, an arc distance of 609.68 feet with a chord which bears South 06 degrees 19 minutes 18 seconds East, 609.31 feet; NINTH COURSE, thence South 02 degrees 51 minutes 22 seconds East, 558.69 feet; TENTH COURSE, thence on a curve of 1510.00 feet radius to the left, an arc distance of 974.24 feet with a chord which bears South 21 degrees 20 minutes 22 seconds East, 957.43 feet; ELEVENTH COURSE, thence on a curve of 410.00 feet radius to the left, an arc distance of 189.41 feet with a chord which bears South 53 degrees 03 minutes 27 seconds East, 187.73 feet; TWELFTH COURSE, thence South 32 degrees 50 minutes 50 seconds East, 79.63 feet; THIRTEENTH COURSE, thence South 14 degrees 23 minutes 48 seconds East, 35.66 feet to the POINT OF BEGINNING. The above described tract contains 3.34 acres, more or less.

The party of the first part hereby retains any and all abutters' rights of access to said highway. The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

(b) A TEMPORARY EASEMENT for construction of a road over and upon a tract of land in the Southwest Quarter of Section 29, 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 04 minutes 24 seconds East, 652.95 feet along the South line of said Quarter Section; thence North 01 degree 55 minutes 36 seconds West, 50.00 feet to the POINT OF BEGINNING; FIRST COURSE, thence continuing North 01 degree 55 minutes 36 seconds West, 98.45 feet; SECOND COURSE, thence North 13 degrees 38 minutes 55 seconds West, 578.11 feet; THIRD COURSE, thence on a curve of 1590.00 feet radius to the right, an arc distance of 808.32 feet with a chord which bears North 17 degrees 25 minutes 12 seconds West, 799.64 feet; FOURTH COURSE, thence North 02 degrees 51 minutes 22 seconds West, 558.69 feet; FIFTH COURSE, thence on a curve of 4960.00 feet radius to the left, an arc distance of 593.26 feet with a chord which bears North 06 degrees 16 minutes 57 seconds West, 592.90 feet; SIXTH COURSE, thence North 09 degrees 42 minutes 33 seconds West, 17.78 feet to the North line of said Quarter Section; SEVENTH COURSE, thence North 88 degrees 04 minutes 06 seconds East, 23.21 feet along said North line; EIGHTH COURSE, thence South 09 degrees 42 minutes 33 seconds East, 14.64 feet; NINTH COURSE, thence on a curve of 4983.00 feet radius to the right, an arc distance of 596.01 feet with a chord which bears South 06 degrees 16 minutes 57 seconds East, 595.65 feet; TENTH COURSE, thence South 02 degrees 51 minutes 22 seconds East, 558.69 feet; ELEVENTH COURSE, thence on a curve of 1567.00 feet radius to the left, an arc distance of 880.68 feet with a chord which bears South 18 degrees 57 minutes 24 seconds East, 869.13 feet; TWELFTH COURSE, thence South 27 degrees 30 minutes 35 seconds East, 133.25 feet; THIRTEENTH COURSE, thence on a curve of 490.00 feet radius to the left, an arc distance of 315.31 feet with a chord which bears South 58 degrees 15 minutes 26 seconds East, 309.89 feet to the Easterly right of way line of existing K-10 Highway; FOURTEENTH COURSE, thence South 14 degrees 23 minutes 48 seconds East, 217.80 feet along said Easterly right of way line; FIFTEENTH COURSE, thence South 01 degree 55 minutes 36 seconds East, 99.78 feet; SIXTEENTH COURSE, thence South 88 degrees 04 minutes 24 seconds West, 308.97 feet to the POINT OF BEGINNING. The above described tract contains 4.15 acres, more or less.

RESTRICTIVE COVENANT: Grantees, for their heirs and assigns, do hereby covenant and agree, said covenant to run with the land, that the land conveyed herein shall not be used for billboards, signboards or other outdoor advertising purposes.

The above described land is subject to easement for the right of ingress and egress, reconstruction, and maintenance of all existing utilities and appurtenances thereto, together with the appurtenance and all the estate, title and interest of said party of the first part therein.

TO HAVE AND TO HOLD ALL and singular the above-described premises, together with the appurtenances, unto the said parties of the second part, their heirs and assigns forever.

I, Jerome T. Younger, P.E., Deputy Secretary for Engineering and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. 75-5005, hereby certify that I have authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I am signing the foregoing document in accordance with that authority.

The Secretary of the Kansas
Department of Transportation

BY:

Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came Jerome T. Younger, P.E., Deputy Secretary for Engineering and State Transportation Engineer for the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

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

Notary Public

My Commission Expires:

QUITCLAIM DEED

THIS DEED, Made this 13th day of August, 2010, by and between The State of Kansas, acting by and through Debra L. Miller, as Secretary of Transportation of the State of Kansas, of the first part, and the City of Lawrence, in the State of Kansas of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of one dollar and other valuable consideration to it duly paid, has sold, and by these presents does Remise, Release and Quitclaim unto the said parties of the second part, their heirs and assigns, forever, all that tract of land situated in the County of Douglas and the State of Kansas described as follows, to-wit:

A tract of land in the Southwest Quarter of Section 29, 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 04 minutes 24 seconds East, 961.91 feet along the South line of said Quarter Section; thence North 01 degree 55 minutes 36 seconds West, 149.78 feet to the Easterly right of way line of existing K-10 Highway; thence North 14 degrees 23 minutes 48 seconds West, 253.46 feet along said Easterly right of way line; thence North 32 degrees 50 minutes 50 seconds West, 79.63 feet to the POINT OF BEGINNING; FIRST COURSE, thence continuing North 32 degrees 50 minutes 50 seconds West, 816.54 feet along said Easterly right of way line; SECOND COURSE, thence North 02 degrees 42 minutes 21 seconds West, 933.78 feet along said Easterly right of way line; THIRD COURSE, thence on a curve of 4069.72 feet radius to the left, an arc distance of 555.04 feet along said Easterly right of way line with a chord which bears North 06 degrees 36 minutes 47 seconds West, 554.61 feet to the North line of said Quarter Section; FOURTH COURSE, thence South 88 degrees 04 minutes 06 seconds West, 42.55 feet along said North line; FIFTH COURSE, thence on a curve of 5040.00 feet radius to the right, an arc distance of 609.68 feet with a chord which bears South 06 degrees 19 minutes 18 seconds East, 609.31 feet; SIXTH COURSE, thence South 02 degrees 51 minutes 22 seconds East, 558.69 feet; SEVENTH COURSE, thence on a curve of 1510.00 feet radius to the left, an arc distance of 974.24 feet with a chord which bears South 21 degrees 20 minutes 22 seconds East, 957.43 feet; EIGHTH COURSE, thence on a curve of 410.00 feet radius to the left, an arc distance of 189.41 feet with a chord which bears South 53 degrees 03 minutes 27 seconds East, 187.73 feet to the POINT OF BEGINNING. The above described tract contains 2.37 acres, more or less.

The above described land will revert to the grantor if not used for public purposes.

RESTRICTIVE COVENANT: Grantees, for their heirs and assigns, do hereby covenant and agree, said covenant to run with the land, that the land conveyed herein shall not be used for billboards, signboards or other outdoor advertising purposes.

The above described land is subject to easement for the right of ingress and egress, reconstruction, and maintenance of all existing utilities and appurtenances thereto, together with the appurtenance and all the estate, title and interest of said party of the first part therein.

TO HAVE AND TO HOLD ALL and singular the above-described premises, together with the appurtenances, unto the said parties of the second part, their heirs and assigns forever.

I, Jerome T. Younger, P.E., Deputy Secretary for Engineering and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. 75-5005, hereby certify that I have authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I am signing the foregoing document in accordance with that authority.

The Secretary of the Kansas
Department of Transportation

BY:

Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came Jerome T. Younger, P.E., Deputy Secretary for Engineering and State Transportation Engineer for the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

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

Notary Public

My Commission Expires:
