

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2012, between the **CITY OF LAWRENCE, KANSAS**, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas (the “Grantor”), and **DST REALTY OF LAWRENCE, INC.**, a Kansas corporation (the “Grantee”):

**WITNESSETH, THAT THE SAID GRANTOR**, in consideration of the sum of **ONE HUNDRED DOLLARS** (\$100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto **GRANTEE**, its successors and assigns, all of the Grantor’s interest in the **REAL ESTATE**, situated in the County of Douglas, State of Kansas, as described in **Exhibit A** hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD THE SAME**, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And said **GRANTOR**, for itself, its successors and assigns, does hereby covenant, promise and agree, to and with **GRANTEE**, that at the delivery of these presents, said interest in said premises is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature and kind whatsoever, by, through or under Grantor, except as above stated, and that it will **WARRANT** and **FOREVER DEFEND** the same unto the Grantee, its successors and assigns, against the Grantor, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under the Grantor.

**THIS CONVEYANCE IS SOLELY FOR THE PURPOSE OF RELEASING SECURITY FOR A DEBT OR OTHER OBLIGATION AND IS EXEMPT FROM THE REQUIREMENTS OF A SALES VALIDATION QUESTIONNAIRE PURSUANT TO K.S.A. 79-1437e(2)**

**IN WITNESS WHEREOF**, the **GRANTOR** has hereunto caused this Deed to be signed on its behalf by its Mayor and to be attested by its City Clerk, and has caused the corporate seal to be hereunto affixed, the day and year first above written.

**CITY OF LAWRENCE, KANSAS**

\_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

**ACKNOWLEDGMENT**

**STATE OF KANSAS**            )  
  ) **SS.**  
**COUNTY OF DOUGLAS**    )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public in and for said State, personally appeared **ARON E. CROMWELL** and **JONATHAN M. DOUGLASS**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Lawrence, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public - State of Kansas

[SEAL]

My appointment expires \_\_\_\_\_.

## **EXHIBIT A**

The following described real estate located in Douglas County, Kansas, to wit:

Lot 9, in Grandview Heights, a Subdivision in the City of Lawrence, as shown by the recorded plat thereof, together with that portion of vacated 5th Street accruing thereto; in Douglas County, Kansas; and

Lots 1, 2, 3, 4, 5 and 6, in The Bluffs II, a Replat of Lot 4 of a Replat of California Street Addition and a portion of Block 48, West Lawrence, in the City of Lawrence, as shown by the recorded plat thereof; in Douglas County, Kansas.