

**PERMANENT GREENSPACE AND PEDESTRIAN AND RECREATIONAL PATH
EASEMENT**

THIS CONVEYANCE is made this 14 day of MARCH, 2016, by and between Rebecca J. Finney, Trustee of the Rebecca J. Finney Revocable Trust dated March 26th, 1993, (hereinafter "Grantor"), and the City of Lawrence, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Eight Thousand, Two Hundred & Thirty Three Dollars (\$8,233) 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 its successors and assigns, a Permanent Greenspace and Pedestrian and Recreational Path Easement over, upon, across, and below the surface of the following described real property:

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

For purposes of this conveyance, the term "Permanent Greenspace and Pedestrian and Recreational Path Easement" shall mean "an easement without expiration over, across, above, below, and upon the surface of the described lands for public recreational activities including, but not limited to, biking, hiking, running, and walking, and for the preservation of the natural environment and habitat. Grantee reserves the right to locate, construct, reconstruct, expand, repair, maintain and operate a permanent, biking, hiking, running or walking trail or path with all necessary ancillary facilities and accommodations including a recreational path, storm sewer culverts and all other uses appurtenant thereto. Public access for motorized vehicles shall be prohibited except for authorized emergency vehicles and as permitted by Grantee."

Grantor, their successors or assigns, shall not erect any permanent structures within said easement area, including, but not limited to sheds, outbuildings, barns, fences, or any other encroachment, without the express written permission of the Grantee, except for the Access Road (defined below) across the easement area as more fully set forth in this Agreement.

Grantor, their successors or assigns, shall not clear cut, excavate, harvest for timber or remove trees and riparian habitat or make improvements to any water tributaries or stream crossings within said easement without the express written permission of the Grantee.

Grantor reserves the right to fully use and enjoy the land within the easement, provided that such use shall not unreasonably interfere with or jeopardize the rights conveyed to Grantee herein. Notwithstanding the foregoing to the contrary, Grantor hereby reserves the right of free and unimpeded access across the easement area granted under this Agreement to and from Grantor's land on both sides of the easement area. Furthermore, Grantor hereby reserves the right

to construct one or more driveways or roadways or streets (collectively, the "Access Road") across the easement area to provide for such access with the consent of the Grantee, which consent shall not be unreasonably withheld. For purposes of the foregoing sentence, the City's consent shall be deemed to be unreasonably withheld if the City makes any requirement that (i) increases the cost to Grantor in constructing the Access Road or (ii) makes the location or use of the Access Road impractical or inconvenient to the Grantor. The parties acknowledge that the foregoing items shall not be deemed to be exclusive, as there may be other ways in which the City's withholding of consent may be deemed to be or found to be unreasonable. Grantor reserves the right to construct, maintain, replace and improve such Access Road with gravel, concrete, asphalt or other common roadway surface materials. Grantor's reserved rights shall at all times, be construed as appurtenant to the land, run with the land, and be for the joint and nonexclusive use and benefit of the owner or owners of Grantor's land, and their successors, assigns, tenants, employees, agents, contractors, and invitees and all persons claiming by, through, or under them.

Grantee shall save and hold harmless, defend and indemnify the Grantor, their legal representatives, heirs, successors, assigns, servants and agents from any loss, cost and expense, including attorney fees, which Grantor incurs arising from suits, claims, actions, liabilities, damages, judgements and causes of action of any kind or nature arising from or attributed to either (i) Grantee's breach of this Agreement, or (ii) the negligence of the Grantee or its officials, officers, directors, shareholders, employees, agents, sub-contractors, or servants or invitees occurring on the easement, provided however, that Grantee shall not be liable to Grantor for losses, costs or expenses caused by, arising out of or attributed to the negligence of the Grantor. Said indemnification shall be limited to the purposes, rights and uses granted pursuant to said easement and for the duration of the term of the Easement.

Grantor and Grantee reserve the right to vacate said Easement with the platting of Grantor's property.

Grantee shall be obligated, at the City's cost and expense, to maintain the easement area in good condition, including without limitation, the trimming of trees and vegetation, removal of all natural debris and removal of all litter, paper, debris and refuse to the extent reasonable to keep the easement area and Grantor's adjacent land in clean and orderly condition. If Grantee installs or places trash receptacles in the easement area, Grantee shall have the obligation to regularly empty such receptacles to prevent the spillage of litter and waste on the easement area and Grantor's adjacent land. Grantee further agrees to adequately mark the easement area to indicate the limits of the easement area and Grantor's adjacent land, and such markings shall be regularly maintained so they are visible at all times by the persons using the easement area.

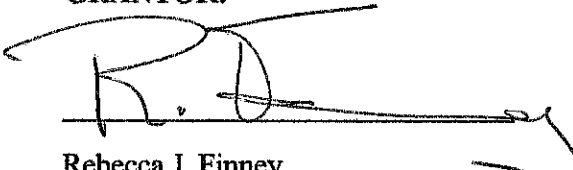
This conveyance and the easement granted under this Agreement shall be strictly limited to and for the purposes expressly provided in this Agreement and may not be expanded without the prior written consent of Grantor.

This conveyance shall be permanent, shall run with the land, and shall be binding upon Grantor's successors and assigns.

IN WITNESS WHEREOF, the Grantor has set its hand the day and year first above written.

[Remainder of page intentionally blank. Signatures on following pages.]

GRANTOR:


Rebecca J. Finney

Trustee of the Rebecca J. Finney Revocable Trust dated March 26th, 1993

ACKNOWLEDGEMENT

State of Pennsylvania)
)ss.
County of Allegheny)

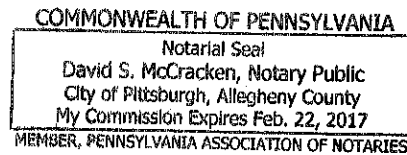
BE IT REMEMBERED that on this 14th day of March, 2016, before me, the undersigned, a notary public in and for the county and state aforesaid, came Rebecca J. Finney, acting in her capacity as Trustee of the Rebecca J. Finney Revocable Trust dated March 26, 1993, who is personally know to me to be the same person who executed the within instrument of writing and such person 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 Signature

David McCracken
Notary Public Printed Name

My appointment expires:



GRANTEE:

THE CITY OF LAWRENCE, KANSAS

Signature: _____

By: _____

Title: _____

ACKNOWLEDGEMENT

State of _____)
)ss.

County of _____)

BE IT REMEMBERED that on this _____ day of _____, _____, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____ who is personally know to me to be the same person(s) who executed the within instrument of writing and such person 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 Signature

My appointment expires:

Notary Public Printed Name