

Appraisal of Real Estate

Lot 9, Burrough's Creek 2nd Addition
Lawrence, KS 66044

Prepared For:
City of Lawrence
6 East 6th Street, Lawrence, KS 66044

As of:
09/23/2016

By:
Keith Romero
Ronald Aul, MAI



Lawrence

543 Lawrence Avenue
Lawrence, Kansas 66049
(785) 843-8540
Fax (785) 843-3856

Kansas City

13851 W 63rd St, Ste 320
Shawnee, Kansas 66216
(913) 440-4843
Fax (913) 856-3934

Topeka

(785) 233-2433
Fax (866) 305-8905

www.aulappraisals.com


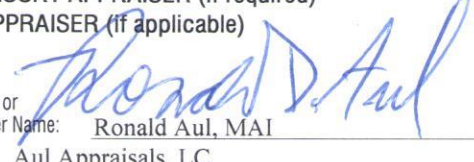
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File No.: K02874

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LAND APPRAISAL REPORT

File No.: K02874

TRANSFER HISTORY	My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.									
	Data Source(s): County Records									
	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>The prior sale for the subject property was the sale of its parent parcel. According to the Sales Validation Questionnaire, the parent parcel was not offered to the public but sold to a private investor. This parcel has since received preliminary approval by the city Planning Department to be replatted into 9 single family lots.</u>							
	Date: 05/16/2016									
SALES COMPARISON APPROACH	Price: \$260,000									
	Source(s): County Records									
	2nd Prior Subject Sale/Transfer									
	Date: None reported in prior 3 yr									
	Price:									
	Source(s): MLS, County Records									
	FEATURE		SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address Lot 9, Burrough's Creek 2nd Add Lawrence, KS 66044		1200 Pennsylvania St Lawrence, KS 66044		Lot 20, Block 5 Rhode Island St Lawrence, KS 66044		1301 New York St Lawrence, KS 66044			
	Proximity to Subject		0.43 miles W		1.44 miles SW		0.61 miles W			
	Sale Price		\$ Mkt. Value		\$ 65,000		\$ 33,000		\$ 50,000	
Price/ Sq.Ft.		\$ 7.41		\$ 5.09		\$ 8.55				
Data Source(s)		Inspection		MLS #135733		MLS #136147		COV #064261		
Verification Source(s)		County Records		Dg Co Appraiser's Office		Dg Co Appraiser's Office		Dg Co Appraiser's Office		
VALUE ADJUSTMENT		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		
Sales or Financing		N/A		Cash		Cash		Cash		
Concessions										
Date of Sale/Time		N/A		07/15/2015 SD		07/28/2015 SD		12/17/2014 SD		
Rights Appraised		Fee Simple		Fee Simple		Fee Simple		Fee Simple		
Location		East Lawrence		East Lawrence		Haskell Place Area		East Lawrence		
Site Area (in Sq.Ft.)		13,599		8,775		6,485		5,850		
Terrain		Flood, Mostly Level		Mostly Level		Mostly Level		Mostly Level		
View		Greenspace		Residential		Residential		Residential, Traffic		
Utilities		All Available		All Available		All Available		All Available		
Zoning		RS7		RS5		RS5		RS5		
Net Adjustment (Total, in \$)				+ \$		+ \$ 10,000		+ \$ 15,000		
Adjusted Sale Price (in \$)		Gross 7.7 % \$ 65,000		Net 30.3 % \$ 43,000		Net 30.0 % \$ 65,000				
Summary of Sales Comparison Approach After a thorough search of Lawrence MLS and the Douglas County Records, the sales used in this report are the best available. The subject property is a proposed infill development of nine platted lots in an older neighborhood. The search for comparable sales concentrated on infill lots that are east of Massachusetts Street and have access to the same schools, employment and commercial centers. Being that this neighborhood is nearly completely built-up, the sales of vacant lots are very limited. Sale #1 is located close in proximity. It is comprised of one and a half lots. It has no flood plain area but it lacks the subject's greenspace view. Sale #2 is farther removed than preferred and is inferior to the subject in size. Sale #3 is a dated sale that was adjusted at a conservative 5% for the subject's increasing market. It resides on a single lot. It also sides to 13th Street and receives slight traffic. Sales #1 and #3 are closest to the subject in proximity and are given the most emphasis in this report. A value opinion of \$58,000 for the subject's lot is considered to be reasonable.										
PUD	PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.									
	Legal Name of Project:									
	Describe common elements and recreational facilities:									
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 58,000									
	Final Reconciliation The Sales Comparison Approach is deemed to be the most reliable indicator of the subject's market value. The Cost and Income Approaches to value are not considered necessary to form a credible value opinion and were not completed.									
	This appraisal is made <input type="checkbox"/> "as is", or <input checked="" type="checkbox"/> subject to the following conditions: This appraisal is subject to the Hypothetical Condition that the subject property has been subdivided and is a buildable (plat filed, infrastructure completed, adequate fill above Base Flood Elevation) lot free from environmental contamination.									
	<input checked="" type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.									
	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 58,000, as of: 09/23/2016, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.									
ATTACH.	A true and complete copy of this report contains 24 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: <input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Limiting cond./Certifications <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Location Map(s) <input checked="" type="checkbox"/> Flood Addendum <input type="checkbox"/> Additional Sales <input checked="" type="checkbox"/> Photo Addenda <input checked="" type="checkbox"/> Parcel Map <input checked="" type="checkbox"/> Hypothetical Conditions <input checked="" type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/>									
SIGNATURES	Client Contact: Scott Wagner				Client Name: City of Lawrence					
	E-Mail: swagner@lawrenceks.org				Address: 6 East 6th Street, Lawrence, KS 66044					
	APPRaiser				SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)					
										
	Appraiser Name: Keith Romero				Supervisory or Co-Appraiser Name: Ronald Aul, MAI					
	Company: Aul Appraisals, LC				Company: Aul Appraisals, LC					
	Phone: 7858438540 Fax: 7858433856				Phone: 785843-8540 Fax: 785843-3856					
	E-Mail: keith@aulappraisals.com				E-Mail: ron@aulappraisals.com					
	Date of Report (Signature): 06/09/2017				Date of Report (Signature): 06/09/2017					
	License or Certification #: 1180 State: KS				License or Certification #: G-1241 State: KS					
Designation: N/A				Designation: MAI						
Expiration Date of License or Certification: 06/30/2017				Expiration Date of License or Certification: 06/30/2017						
Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)				Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect						
Date of Inspection: 09/23/2016				Date of Inspection: 09/23/2016						

Supplemental Addendum

File No. K02874

Borrower/Client	Not Applicable				
Property Address	Lot 9, Burrough's Creek 2nd Addition				
City	Lawrence	County	Douglas	State	KS Zip Code 66044
Lender	City of Lawrence				

• **GP Land: Site Description - Summary of Highest & Best Use**

The subject property is currently part of an unsubdivided tract that is comprised of 4.59 acres. This parent tract is heavily encumbered by flood plain area but is surrounded on the north and east sides by heavy timber. Preliminary approval has been received by the owner to subdivide this tract into nine lots known as Burrough's Creek, 2nd Addition. The plat is included in the exhibits of this report. According to Mary Miller, Planner with the City of Lawrence, the lots are buildable provided they meet the City's floodplain regulations. The owner has multiple letters of intent to purchase the individual lots in this new development with lot prices of \$55,000 (confirmation of Arm's Length transactions were attempted by could not be verified) . *This appraisal is subject to the Hypothetical Condition that the plat is approved and filed thus creating Lot 9 which is the focus of this appraisal report.*

Prior use of the parent tract was as a salvage yard. *This appraisal is subject to the extraordinary assumption that no environmental contamination exists. If any contamination is found, the value opinion of this report will be affected.*

As stated above, significant flood plain area exists on the subject's parent tract and subsequently Lot 9. In order for the parent tract and Lot 9 to be buildable, fill will have to be brought in to elevate the subject's site. The city floodplain regulations state that any residential structure must be elevated two feet above Base Flood Elevation. As such, *this appraisal is subject to the Hypothetical Condition that the fill and all infrastructure (utilities and public sewer) exists on site allowing the lot to be buildable.*

Given the hypothetical conditions and extraordinary assumptions noted above, the current residential zoning, surrounding land uses (recognizing the principle of conformity), and the development characteristics of the market area, my opinion of the highest and best used of the property "as vacant" is for a buildable, single family lot.

• **GP Land: Site Description - Site Comments**

This is a newly platted interior lot that is slightly larger in size that is typical for the market. The lot is located entirely in a flood zone. It sides to a heavily wooded greenspace area that is part of Brook Creek Park. The lot also receives slight train noise from an active rail line to the north. This is not expected to impact its marketability or value as most of this neighborhood receives train noise. There is a metal privacy fence along the front of the lot but this will be removed as the subject's lot is developed. Historic Downtown Lawrence (shopping and dining) is located approximately 6 blocks west of the subject. Industrial properties are within close proximity to the north but the new Ninth Street Arts Corridor borders these properties and is within 4 blocks northwest of the subject.

Located on the subject property is a majestic Burr Oak Tree. According to the City of Lawrence Forestry Department, this tree approaches the level of a Kansas State Champion Tree. A Champion tree is the largest specimen of its species. It is a towering tree that has an expansive canopy and wide trunk. It is estimated to be between 150 to 200 years old and to have a total lifespan up to 350 years.

Included in the plat to be filed for the subject property is a landscape easement which is described as follows: "In order to maintain the health and vigor of the bur oak tree (specifically one having a 50-inch caliber DBH (diameter at breast height)) and its root system located on Lot 9, the following restrictions apply within the landscape easement: no building, no building material or debris storage of any kind, no person shall deposit, place, store or maintain any stone, brick, sand, concrete, or other building materials which may impede the free passage of water, air, and/or fertilizer to the roots of any tree growing inside this easement, no cut/fill grading over 4 inches and no excavation of ditches or trenches, no drives shall be installed, no driving, parking or storage of vehicles."

The landscape easement begins 85 feet from the front of the lot and runs the width of the lot back to the rear lot line. **According to Mary Miller, Planner with the City of Lawrence, the front half of the subject lot or the front 85 feet remains buildable and could accommodate a single family dwelling.**

• **GP Land : Valuation Methodology - Conservation Easement**

The Client intends a Conservation Easement on the rear 85 feet of Lot 9, essentially where the landscape easement exists. It should be noted that the proposed Conservation Easement does not include all of Lot 9. This Conservation Easement ensures that the rear 85 feet of Lot 9 will be retained forever predominately in its natural condition to allow for protection of the Burr Oak tree and its root system on site. Furthermore, the Conservation Easement intends to preserve, manage and protect a critical animal habitat corridor that exists between Brook Creek Park to the Kansas River via Burrough's Creek.

Prohibited uses include tree trimming or removal, construction of any type - residential, industrial or commercial developments, addition or removal of rock or other minerals, construction of structures to also or redirect the natural wildlife corridor. Any activity on or use of the property inconsistent with the purpose of the Conservation Easement is also prohibited.

The restrictions of the Conservation Easement do impact the value and marketability of the subject property of which is reflected in the following analysis. The comparable properties below are included to show a percentage decrease in value due to a conservation easement or wetlands reserve program, noting the wetlands reserve program significantly reduces the utility of a property;

Property Name	Size	Percentage Decline	Source
1.Smith Conservation Easement	87.89 acres	21%	KansasLandTrust
2.Strauss Conservation Easement	56.41 acres	29%	KansasLandTrust
3.Lindsay Conservation Easement	113.30 acres	38%	KansasLandTrust
4.Miller Conservation Easement	63.33 acres	47%	Jefferson County
5.Herrington Conservation Easement	162 acres	28%	Douglas County
6.KSDWP - Wetlands Reserve	711 acres	64%	Office File

Supplemental Addendum

File No. K02874

Borrower/Client	Not Applicable				
Property Address	Lot 9, Burrough's Creek 2nd Addition				
City	Lawrence	County	Douglas	State	KS Zip Code 66044
Lender	City of Lawrence				

No comparable lots with conservation easements within Lawrence could be found so it was necessary to use properties throughout the area. Comparable properties #1 thru #5 are encumbered by conservation easements. Comp #6 is encumbered by the Wetlands Reserve Program. Most of the properties encumbered by the conservation easements allow for agricultural and recreation uses. The wetlands reserve program is more restrictive and only allow for recreational uses (hunting, fishing or hiking).

The conservation easement for the subject property is more restrictive than any of the above comparables, prohibiting even recreational uses. As such, the appraisers estimate a diminution in value for being encumbered by the conservation easement of 75%. Valuation of the subject's lot with the conservation easement is as follows;

Value of Lot (Unencumbered)	\$58,000
Conservation Easement (1/2 of lot less 75%)	(\$21,750)

Value of Lot (Encumbered)	\$36,250

Assumptions, Limiting Conditions & Scope of Work

File No.: K02874

Property Address: Lot 9, Burrough's Creek 2nd Addition	City: Lawrence	State: KS	Zip Code: 66044
Client: City of Lawrence	Address: 6 East 6th Street, Lawrence, KS 66044		
Appraiser: Keith Romero	Address: 543 Lawrence Avenue, Lawrence, KS 66049		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

The appraisers viewed the subject site on the date noted earlier in this report. The visual inspection from the street included the following: viewing the readily observable site areas, assessing the functional utility of the property, noting the subject's conformity to the market area, observing the general condition of any site improvements, photographing the exterior and viewing any outbuildings or accessory structures. The complete visual inspection DOES NOT INCLUDE the following: observation of areas not readily accessible, building code compliance issues, testing or inspection of the well and septic (or determining if any exist), reporting personal property, or radon assessment issues.

Our extent of research includes the MLS and/or county records when available, as detailed further in the analysis sections of this appraisal report.

This appraisal is subject to the Hypothetical Condition that the plat is approved and filed thus creating Lot 9.

This appraisal is subject to the Extraordinary Assumption that no environmental contamination exists. If any contamination is found, the value opinion of this report will be affected.

This appraisal is subject to the Hypothetical Condition that the fill exists on site, elevating the lot above Base Flood Elevation which allows the lot to be buildable.

Certifications & Definitions

File No.: K02874

Property Address: Lot 9, Burrough's Creek 2nd Addition City: Lawrence State: KS Zip Code: 66044
 Client: City of Lawrence Address: 6 East 6th Street, Lawrence, KS 66044
 Appraiser: Keith Romero Address: 543 Lawrence Avenue, Lawrence, KS 66049

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

As of the date of this report, Ronald D. Aul, MAI has completed the continuing education program of the Appraisal Institute. Ronald D. Aul, MAI certifies that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Scott Wagner Client Name: City of Lawrence
 E-Mail: swagner@lawrenceks.org Address: 6 East 6th Street, Lawrence, KS 66044

APPRAISER

Keith Romero

Appraiser Name: Keith Romero
 Company: Aul Appraisals, LC
 Phone: 7858438540 Fax: 7858433856
 E-Mail: keith@aulappraisals.com

Date Report Signed: 06/09/2017
 License or Certification #: 1180 State: KS
 Designation: N/A
 Expiration Date of License or Certification: 06/30/2017
 Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)
 Date of Inspection: 09/23/2016

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Ronald D. Aul

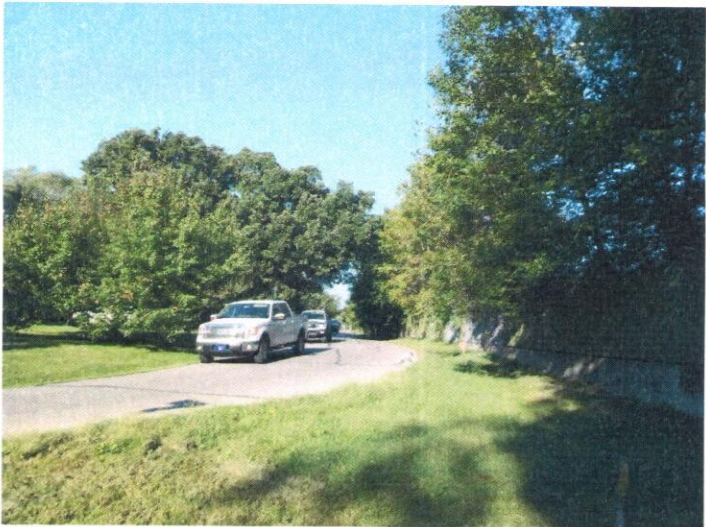
Supervisory or Co-Appraiser Name: Ronald Aul, MAI
 Company: Aul Appraisals, LC
 Phone: 785843-8540 Fax: 785843-3856
 E-Mail: ron@aulappraisals.com

Date Report Signed: 06/09/2017
 License or Certification #: G-1241 State: KS
 Designation: MAI
 Expiration Date of License or Certification: 06/30/2017
 Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect
 Date of Inspection: 09/23/2016

SIGNATURES

Photograph Addendum

Borrower/Client	Not Applicable				
Property Address	Lot 9, Burrough's Creek 2nd Addition				
City	Lawrence	County	Douglas	State	KS Zip Code 66044
Lender	City of Lawrence				



12th Street



Lot Front and Existing Fencing



Park Adjacent to Lot 9



Burr Oak Tree



Burr Oak Tree



Burr Oak Tree

Photograph Addendum

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Lender	City of Lawrence					



Burr Oak Tree



Burr Oak Tree

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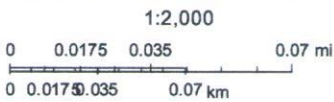


Aerial Plat Map

Parent Parcel



October 2, 2016



Douglas County, KS GIS

DISCLAIMER: This is not a legal survey. This map is to be used for reference purposes only, and no other use or reliance on the same is authorized.

Flood Map

Borrower/Client	Not Applicable				
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City	Lawrence	County	Douglas	State	KS
				Zip Code	66044
Lender	City of Lawrence				

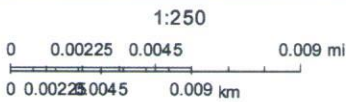


Comparable Sales Aerial

1200 Pennsylvania St



October 16, 2016



Douglas County, KS GIS

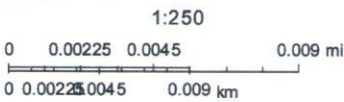
DISCLAIMER: This is not a legal survey. This map is to be used for reference purposes only, and no other use or reliance on the same is authorized.

Comparable Sales Aerial

Lot 20, Block 5 Rhode Island St



October 16, 2016



Douglas County, KS GIS

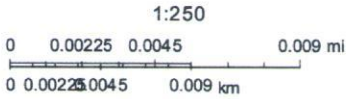
DISCLAIMER: This is not a legal survey. This map is to be used for reference purposes only, and no other use or reliance on the same is authorized.

Comparable Sales Aerial

1301 New York S



October 16, 2016



Douglas County, KS GIS

DISCLAIMER: This is not a legal survey. This map is to be used for reference purposes only, and no other use or reliance on the same is authorized.

Location Map

Borrower/Client	Not Applicable				
Property Address	Lot 9, Burrough's Creek 2nd Addition				
City	Lawrence	County	Douglas	State	KS
Lender	City of Lawrence	Zip Code	66044		



Conservation Easement - Page 1**CONSERVATION EASEMENT**

This **Conservation Easement** is made this ____ day of _____, 2016, by Struct ReStruct, LLC, a Kansas Limited Liability Company, hereinafter referred to as "Grantors" and the City of Lawrence, Kansas, a municipal corporation, 6 East 6th Street, Lawrence, Kansas, 66044 hereinafter referred to as "Grantee."

RECITALS

- A. Grantors are the owners of certain real property ("Property") in the City of Lawrence, Douglas County, Kansas, commonly located to the north and west of Brook Creek Park and particularly described as follows and as further described on Exhibit A attached hereto:

The North 85 feet of Lot 9, Burrough's Creek 2nd Addition, a Subdivision in the City of Lawrence, Douglas County, Kansas.
- B. The Property possesses natural value of importance to the City of Lawrence, the people of Douglas County, Kansas, and to the Parks and Recreation System of the City of Lawrence.
- C. The Property currently contain stands of native trees and plants suitable for use by wildlife for resting, feeding and foraging, in particular, a large Burr Oak tree, depicted hereto on Exhibit B, that the City desires to protect with this Conservation Easement, due to its size, natural beauty, and contribution to the City's forestry system and its Parks and Recreation System, and to provide for its future enjoyment by the citizens of Lawrence, Kansas.
- D. The Property described above is located within a wildlife corridor that exists between the City of Lawrence park known as Brook Creek Park and the Kansas River via Burroughs Creek, a corridor that the City seeks to protect with this Conservation Easement.
- E. The Grantee agrees, by accepting this grant, to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation and the generations to come

TERMS

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained therein, Grantor hereby grants and conveys to Grantee a Conservation Easement in perpetuity over the nature and character and to the extent hereinafter set forth.

Conservation Easement - Page 2

1. **Purpose.** It is the purpose of this Easement to assure that the property is retained forever in its natural condition to allow for continued use by wildlife and to prevent any use of the property that will significantly impair or interfere with the conservation values of the Property.
2. **Purchase Price.** For the consideration amount of \$_____, the Grantor hereby grants to the Grantee this Conservation Easement, subject to easements, rights-of-way, encumbrances, platted requirements, reservations and limitations of record.
3. **Rights of Grantee.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:
 - a. To preserve, manage and protect the large Burr Oak tree on the Property as a natural resource on the property. The Grantee will protect the critical root zone of the tree (defined as the Critical Root Radius) within the easement area. The Critical Root Radius is measured at DBH (Diameter at Breast Height – standard tree measurement) x 1.5' (ft) per inch = Critical Root Radius. The critical root zone is used to estimate the extent of damage to a tree's root system. The tree must keep at least 60% of its root zone to remain viable and stay anchored before being structurally & seriously impaired. This distance may extend beyond the dripline of the tree.
 - b. To enter upon the property at reasonable times in order to monitor Grantor's compliance with the terms of this Easement; and
 - c. To prevent any activity or use of the property that is inconsistent with the purpose of the Easement.
4. **Prohibited Uses.** Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
 - a. Tree trimming or removal without prior approval of the Grantee;
 - b. Construction of any type - residential, industrial, or commercial developments within the Conservation Easement;
 - c. Addition or removal of rock, fill or other minerals;
 - d. Construction of structures designed to alter or redirect the natural wildlife corridor; and
 - e. Any activity on or use of the property inconsistent with the purpose of this Easement.

Conservation Easement - Page 3

5. **Reserved Rights.** Grantor reserves to itself and to its officials, elected and appointed, agents, servants, employees, contractors, successors, trustees and assigns all rights accruing from its ownership of the property, including the right to engage in or permit or invite others to engage in all uses of the property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. This Easement will not preclude the operation, maintenance, replacement, repair, relocation or removal of Grantee's drainage easement as shown on the plat, together with all attendant lines and equipment, or any other City utilities located in, upon, under, over or across any portion of the Easement granted herein.
6. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If Grantor fails to cure within sixty (60) days after receipt of notice thereof from Grantee, or the violation cannot reasonably be cured within sixty (60) days, fails to begin curing within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action in law or in equity in a court of competent jurisdiction to enforce the terms of this Easement.
7. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or any subsequent breach of the same or any other term of this Easement or any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
8. **Grantee's Obligations.** In consideration for the granting of this Easement, the Grantee agrees to take steps necessary to preserve and protect lands subject to this Easement for the use for which the Easement is granted. Should the Grantee fail to fulfill its obligation under the provisions granting the Easement, the Grantee hereby agrees to execute a release of the Easement and deliver the same to the Grantor.
9. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or any change in the property resulting from causes beyond Grantor's control, including without limitation, fire, flood, drought, wind, lightning, storm and earth movement; from Grantor's use of the Easement as permitted and recognized by the terms of numbered paragraph 4 above; or because of any injury to or change in the Easement resulting from actions

Conservation Easement - Page 4

taken by Grantor to remedy a life threatening situation, or to combat a disaster.

10. Access. Access by the general public is conveyed by this Easement.

11. Easement Review. In the event the Grantee should cease to use the property as a wildlife corridor for a period of ten (10) consecutive years, for reasons beyond control of the Grantor, the Grantee hereby agrees to review the Easement to determine if its continued maintenance will serve the purposes of the grant.

12. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Struct/ReStruct, LLC
 1146 Haskell Ave.
 Lawrence, KS 66044

To Grantee: City Clerk
 City of Lawrence
 P. O. Box 708
 6 East 6th Street
 Lawrence, Kansas 66044-0708

or to such other address as either party from time to time shall designate by written notice to the other.

13. Recordation. Grantee shall record this instrument in timely fashion in the official records of Douglas County, Kansas, and may re-record it at any time as may be required to preserve its rights in this Easement.

14. General Provisions:

a. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Kansas.

b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Conservation Easement - Page 5

- c. **Severability.** If any provision of this Easement, or the application thereof to any other person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- e. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f. **Joint Obligation.** The obligations imposed by this Easement upon Grantors shall be joint and several.
- g. **Successors.** The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and insure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the property.
- h. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- i. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first-above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Conservation Easement - Page 6

On behalf of the Grantors:

Struct/ReStruct, LLC by Matthew Jones and Eric Jay

ACKNOWLEDGMENT

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Eric Jay and Matthew Jones on behalf of Struct ReStruct, LLC, who are 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.

Notary Public

My Commission Expires: _____

On behalf of the Grantee:

Conservation Easement - Page 7

CITY OF LAWRENCE, KANSAS,
a municipal corporation,

BY: _____
Mike Amyx, Mayor

Attest: _____
Sherri Riedemann, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Mike Amyx, Mayor, for the City of Lawrence, Kansas, and attested by Sherri Riedemann the Clerk of said city.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

Commission Expires: _____

License

State of Kansas



Real Estate Appraisal Board

This is to certify that

Keith S. Romero

has complied with the provisions of the Kansas State Certified and Licensed Real Property Appraisers Act to transact business as a

Certified Residential Real Property Appraiser

in the State of Kansas

License #: R-1180

Effective Date: 7/1/2016

Expiration Date: 6/30/2017

A handwritten signature in black ink, appearing to read "J. A.", is written over the printed name of the Chairman.

Chairman