



POSSIBLE SECONDARY USE OF THE SANTA FE STATION

OPEN CALL FOR REQUEST FOR INTEREST (RFI) –
SUBMITTALS WILL BE CONSIDERED AS RECEIVED

City of Lawrence
City Manager's Office
6 E. 6th Street
Lawrence, Kansas 66044
ATTN: Diane Stoddard, Assistant City Manager
dstoddard@lawrenceks.org

PROJECT NOTICE

The City of Lawrence, Kansas (the “City”) is issuing a Request for Interest (RFI) for possible secondary use options at the Santa Fe Station (the “Station”). The Santa Fe Station is located at 413 E. 7th Street, Lawrence, Kansas 66044 and has a primary use of serving as a passenger train station for Amtrak.

Through the RFI process, the City seeks to engage an entity or multiple entities with appropriate experience and capability to share their concepts for a possible secondary use for the Station. The goal is to seek interest and ideas about potential secondary uses that would serve to energize the property, fit in appropriately with the neighborhood, and provide an active use either during daytime hours, and/or times that the Amtrak Southwest Chief service is arriving and departing the station. This RFI process may result in the selection of one or more entities to provide more detailed proposals, or whatever steps the City may deem appropriate.

OVERVIEW

The Santa Fe Station was originally constructed in 1955, and extensively restored in 2018. The Santa Fe Station serves as the Amtrak station for Lawrence. The building is approximately 4324 total square feet. The building consists of a waiting room, a ticket office, a file room, a baggage room, a freight office and an agent’s office, along with a hallway and restrooms (See attached Floor Plan, photographs, and additional detail in Space Dimensions section). The waiting room is utilized by Amtrak passengers during the hours noted in the Amtrak Service section, subject to a lease by Amtrak. The City is primarily interested in secondary use proposals that may involve the following spaces in the building- the ticket office, the baggage room, the freight office, the agent’s office and the loading dock area. It is possible that multiple secondary uses may be accommodated. Secondary uses must be complimentary to the main use of the facility as a train station. A new parking lot and related site improvements will be constructed this year on the east side of the building.

SPECIFIC INTEREST POINTS

The City has an interest in finding uses that may enable the secondary use complimentary to the primary use as a train station. It would be of particular interest for such a use to be functioning during the hours Amtrak passengers are served. The City believes this could provide a better travel experience for passengers. It is also an interest of the City to seek creative ways the

internal space of the freight office could be restored. While the exterior of the Freight Office area was improved with the restoration project, interior work such as painting, vinyl floor replacement, and ceiling tile replacement did not occur within the space. Creative partnerships to accomplish this work would be of interest. Primary interest is a use that would activate the space in a positive manner. There has been significant discussion about the completion of the Lawrence Loop, a recreation path/trail around Lawrence, and there is a possibility that this location could be Ground Zero for the Loop, offering a unique possibility for tie in of the recreational use of the trail.

HISTORIC STRUCTURE

The Station was listed on the National Register of Historic Places in January 2018. It is also on the Kansas Register of Historic Places and the Lawrence Register of Historic Places. Because it is a historic structure, interior or exterior modifications are limited. Any secondary use would need to utilize the existing structure, absent any major modifications that would negatively affect its historic preservation.

AMTRAK SERVICE

Two scheduled daily Amtrak departures/arrivals serve the Station via Amtrak's Southwest Chief route. The Station is generally open daily between approximately 4:40 am and 5:40 am to accommodate one arrival/departure, and again between approximately 11:15 pm and 12:15 am to accommodate the other arrival/departure. Currently, Amtrak caretakers open and close the station during these hours to accommodate the Amtrak train and passengers.

SPACE DIMENSIONS (approximate)

The following are the rooms within the Santa Fe Station and approximate dimensions. Please refer to floor plan in the attachments.

Waiting Room- 1,440 square feet (note must function as waiting room for Amtrak station twice daily)

Ticket Office- 303 square feet

Baggage Room- 377 square feet

Freight Office- 687 square feet

Agent's Office- 146 square feet

Storage Area with Loading Dock- 210 square feet

File Room/storage- 80 square feet

ZONING

The Santa Fe Station property is zoned IG, General Industrial District. This district is generally designed to accommodate moderate and high impact industrial uses and is not compatible with residential and low intensity commercial areas. The Land Development Code provides a full list of permitted, accessory, and special uses for the district and can be found at <https://assets.lawrenceks.org/assets/pds/planning/documents/DevCode.pdf> . Some of the uses that are available in the IG district that are most compatible with the site and surrounding area are: Active Recreation, Passive Recreation, Administrative and Professional Offices, and Business Support. The city would be willing to entertain rezoning the property to a district that would accommodate a reasonable concept. This would require approval by BNSF as well.

The majority of the parking lot to the south of the station is located within the 8th and Pennsylvania Urban Conservation Overlay District and is subject to the Design Guidelines of the 8th and Penn Neighborhood Redevelopment Zone. The parking lot is located within Zone 2: Streetscapes and Alleys. The Design Guidelines can be found at <https://assets.lawrenceks.org/assets/pds/planning/documents/8th&Penn.pdf>.

APPLICABLE AGREEMENTS

The Santa Fe Station is subject to several applicable agreements which impact the use of the station. Amendments to or approvals related to these agreements may be required related to some secondary use options. This will need to be evaluated on a case by case basis. Agreements are provided in the attachment materials to this RFI.

1. **City-State Funding Agreement between the City of Lawrence and Kansas Department of Transportation**- This is the original funding agreement for the grant funds involved in the restoration of the station. Page 12 of the agreement (Article IV Section 2) specifies that any change in the use of the Station, outside of City use, BNSF Railway use, or Amtrak use, would require written approval by the Secretary of Transportation with Federal Highway Administration (FHWA) concurrence. Any fees generated during the first 20 years of the project must be applied to facility maintenance, or held in reserve for future maintenance.
2. **BNSF Memorandum of Option to Lease and Conveyance Contract between the City of Lawrence and the BNSF Railway** - These documents provide for a lease option that enables the BNSF Railway to utilize its former space on the east end of the building, specifically the Freight Office, Baggage Room, and File Room, with a 10 day notice to the

City of Lawrence. The City of Lawrence is working with the BNSF Railway to get this requirement lifted or modified and until that is accomplished, viable uses within these spaces will be challenged.

3. **Amtrak Lease-** This document is the lease between the City of Lawrence and Amtrak. It is a non-exclusive lease for space within the building to be utilized by Amtrak passengers during times that the train is arriving or departing from Lawrence. The specific space is the lobby and ticket office areas. At other times, the lobby space can be utilized as long as the areas are unchanged for principal uses as lobby space.

REQUEST FOR INFORMATION (RFI) PROCESS

The City is issuing this Request for Information (RFI) as an opportunity for an Entity (individual, organization, or group) to present creative ideas for possible secondary uses that would be complementary to the Station, Amtrak, and the neighborhood. A report on responses to this RFI will be compiled and shared publicly with the City Commission at a later date. As part of the RFI process, the City may host a non-mandatory information session. Tours of the Station may be available upon request. The RFI process may lead to a concept being identified as desired. This would require additional discussion, information, negotiation, and other steps as required by the City. Other steps may include approvals from other regulatory agencies and modification to the lease agreement with the BNSF Railway. If a proposal is selected for acceptance, it is anticipated that the City and Entity would enter into a lease for a portion of the space, at a market rate deemed appropriate by the City, with appropriate credit for leasehold improvements, plus a pro-rated cost share for items such as utilities, taxes and common area expenses. The timeframe for this has not been formally established. Responses to this RFI will be evaluated as they are received, or on a schedule as determined by the City of Lawrence.

All inquiries concerning this RFI must be addressed to:

Diane Stoddard, Assistant City Manager

City of Lawrence

City Manager's Office

6 E. 6th Street

Lawrence, KS 66044

(785) 832-3413

dstodard@lawrenceks.org

All submittals shall provide information related to the elements listed in sufficient detail to allow an informed RFI process. Incomplete submissions may be rejected at the sole discretion of the City.

Submissions may be mailed, emailed, or hand delivered to Diane Stoddard, Assistant City Manager, at the address specified in this RFI. If emailed, sender should check to ensure delivery. All materials submitted to the City in response to the RFI will become the property of the City and will be used by the City in any aspect of the project, and should be considered public records. The RFI responses will be made available to the public.

An RFI submittal should include as many of the following elements as possible, applicable, and available:

- A. Transmittal Letter
 - a. Letter that identifies the lead Entity, contact person, and contact information for the team or other partners.
- B. Project Understanding and Approach to the Project
 - a. Statement of interest demonstrating a commitment to the Santa Fe Station, the neighborhood and a vision for a secondary use for the Station.
 - b. Statement describing the overall concept that includes the proposed use, hours of operation, number of people in the building or served, the parking demand created by the use, etc.
 - c. Statement discussing how the concept integrates with Amtrak operations, the neighborhood and the specific interests of the City of Lawrence as outlined in the RFI.
 - d. Renderings, drawings or other visuals that depict and demonstrate proposed concept.
 - e. Organizational structure and engagement approach proposed for concept.
- C. Project Leadership and Team
 - a. Identification of lead Entity, partners, and team firms or organizations, including description and location for each firm/organization.
 - b. Brief summary of experience of team's principal individuals and description of their roles and responsibilities for proposed concept.
 - c. Examples of team's experience and qualifications regarding similar size/type projects, including project description, approximate cost, financing strategy, size,

location, year, lead individual role, public/private partnerships if any and development contact information and/or website.

D. Financial Approach

- a. A summary of an approach to financing any initial renovations and ongoing operations. Be specific regarding what may be required by the City to accomplish the proposed concept and what would be provided by the respondent. Detailed financial capacity is not required at this stage of the RFI.

GENERAL TERMS & CONDITIONS

The City reserves the right, at its sole discretion, to reject any or all proposals or parts of any and all proposals, re-advertise this RFI, postpone or cancel, at any time, this RFI process, or waive any irregularities in this RFI or in the proposals received as a result of this RFI.

The City reserves the right, in its sole discretion, to determine the appropriate next steps. The City may also issue a new RFI with project modifications based on information learned from the initial round or other changing circumstances, or may terminate or suspend the solicitation process at any time. The City reserves the right to reject all submissions, or to cancel this procurement at any time.

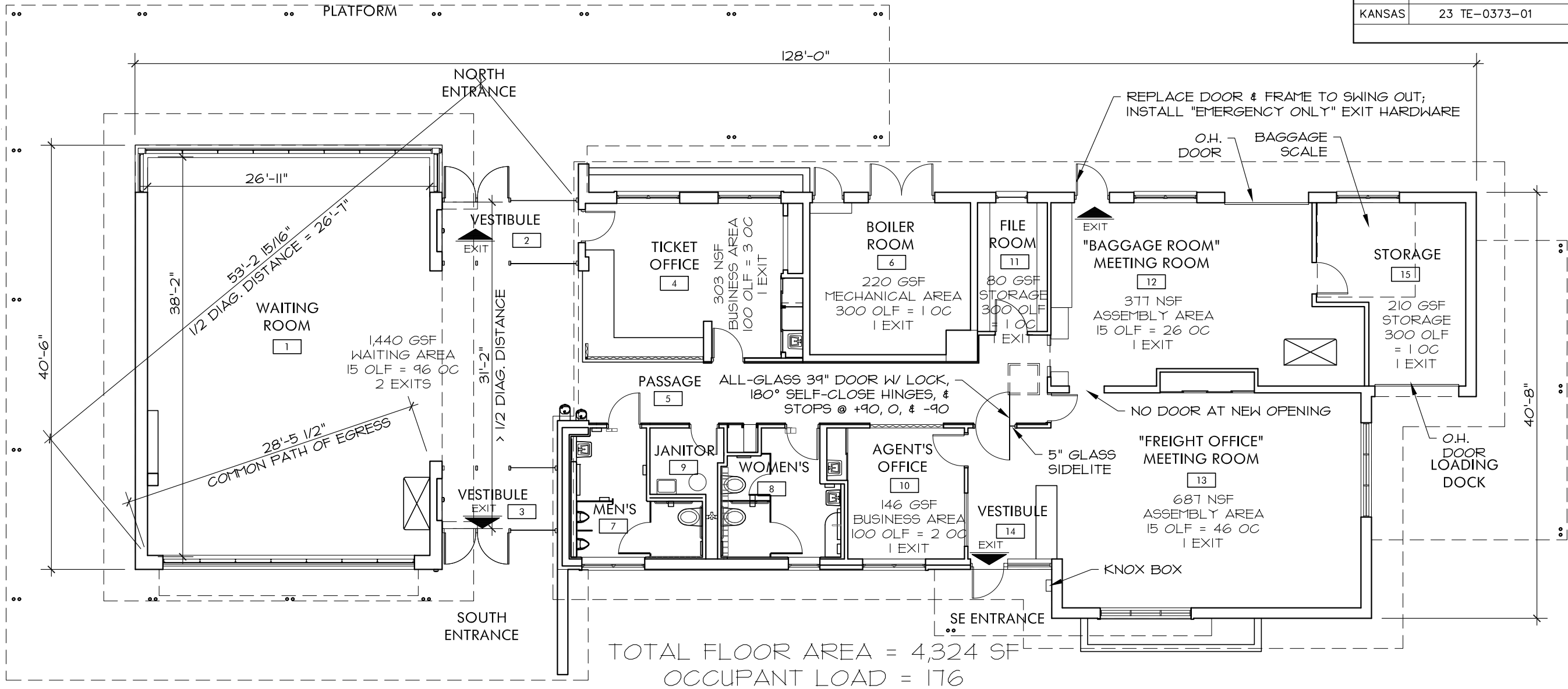
ATTACHMENTS

Floor plan

Photographs

Agreements

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	4	145



TOTAL FLOOR AREA = 4,324 SF
OCCUPANT LOAD = 176

DATE	
BY	
SURVEYED	
PLOTTED	
INKED	
DESIGNED	
SQUAD	

PROJECT NAME: ——— SANTA FE STATION
PROJECT DESCRIPTION: — REHABILITATION PROJECT
PROJECT LOCATION: — 413 E 7TH STREET
LAWRENCE, KANSAS 66044
OWNERSHIP CONTACT: — DIANE STODDARD
ASSISTANT CITY MANAGER
6 E 6TH STREET
LAWRENCE, KS 66044
ARCHITECT: ——— HERNLY ASSOCIATES, INC.
1100 RHODE ISLAND STREET
LAWRENCE, KANSAS 66044
P. 785-749-5806
stan@hernly.com
CODES/REGULATIONS UTILIZED: — 2015 INTERNATIONAL BUILDING CODE
2015 INTERNATIONAL FIRE CODE
2015 INTERNATIONAL EXIST. BLDG. CODE
2015 INTERNATIONAL MECHANICAL CODE
2015 NATIONAL ELECTRICAL CODE
2015 INTERNATIONAL PLUMBING CODE

CONSTRUCTION TYPE: — BUILDING - TYPE II-B - 1 STORY.
LEVEL 3 ALTERATION: CHANGE OF USE &
CONSTRUCTION: — RECONFIGURATION OF SPACE, INTERIOR
FINISH, MECHANICAL, ELECTRICAL, AND
PLUMBING
OCCUPANCY GROUPS: — A-3 (WAITING AREA)
B (OFFICE AREAS)
FLOOR AREA: — GRADE LEVEL FLOOR = 4,324 S.F.
TOTAL OCCUPANCY: —
WAITING ROOM = 96 OCC.
FREIGHT OFFICE = 46 OCC.
BAGGAGE ROOM = 26 OCC.
OFFICE & MECH AREAS
TOTAL OL PER PLAN = 8 OCC.
TOTAL OCCUPANTS = 176 OCC.
EXITING: — REQUIRED = 2 PER TABLE 1021.1
PROVIDED = 5 EXITS PROVIDE
FIRE SPRINKLING: — NONE - NOT REQUIRED
FIRE ALARM: — NON - NOT REQUIRED

FIRE EXTINGUISHERS: — 2A-10BC / 3000 S.F. & WITHIN 75 FEET OF TRAVEL
2015 IECC EXTERIOR ENVELOPE DATA — INSULATE EXISTING ROOF DECK TO MIN. R-18.2
INSTALL INTERIOR STORM WINDOWS (COMPLIANT WITH 2015 IECC PER "SECTION C503 ALTERATIONS" EXCEPTIONS 1, 3, 4, 5, 6, & 7.
MINIMUM PLUMBING FIXTURES: — A-3 = 69 OCC. = 35 MEN + 35 WOMEN
1 FIXTURE REQ. < 250 OCC. EACH SEX
B = 21 OCC. = 11 MEN + 11 WOMEN
1 FIXTURE REX. < 25 OCC. EACH SEX
2 FIXTURES PROVIDED FOR WOMEN
3 FIXTURES PROVIDED FOR MEN

ADA NOTE
This plan has been designed within reasonable professional efforts to comply with the provisions of The Americans With Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities, Appendix A to 28 CFR Part 36. No warranty is given that this plan complies with all interpretations of said provisions.

KANSAS DEPARTMENT OF TRANSPORTATION			
CODE PLAN 0.1			
FHWA APPROVAL	XX-XX-XX	APP'D	XXX
DESIGNED	DESIGNED	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUAN. CK	TRACE CK.

1 CODE PLAN

3/32" = 1'-0"

PHOTOS



Baggage Room



Exterior-Platform



File Room



Freight Office



Freight Office



Agent's Office



Exterior Front



Exterior Front



Interior Hallway



Waiting Room



Waiting Room



Storage



Ticket Office



Ticket Office



Exterior West side

PW1430



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Mike King, Secretary
Ronald J. Seitz, P.E., Chief

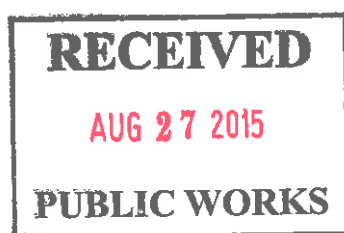
Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org

Sam Brownback, Governor

August 21, 2015

Preservation of Historic Santa Fe Station Agreement No: 313-13
Project No: 23 TE-0373-01
City of Lawrence

Mr. Chuck Soules, P.E.
Director of Public Works
City Hall, 6 E. 6th St., P.O. Box 708
Lawrence, KS 66044



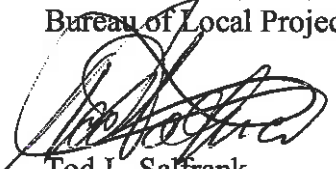
Dear Mr. Soules:

We are enclosing your fully executed copy of the agreement for the above mentioned project dated August 19, 2015.

If you have any questions, please feel free to contact Tod Salfrank at (785) 296-3861.

Sincerely,

Ronald J. Seitz, P.E., Chief
Bureau of Local Projects



Tod L. Salfrank,
Assistant Bureau Chief

RJS:TLS
Enclosure

c: Mr. Mike Stringer, District 1 Engineer
Pam Anderson, Chief Accountant-Federal Aid & Projects, w/original
WinCPMS

COPY

Agreement No. 313-13

PROJECT NO. 23 TE-0373-01
TEA-T037(301)
TRANSPORTATION ENHANCEMENT PROJECT
PRESERVATION OF HISTORIC SANTA FE STATION
CITY OF LAWRENCE, KANSAS

A G R E E M E N T

This Agreement is between **MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT)** (the "Secretary") and the **City of Lawrence, Kansas ("City")**, collectively, the "Parties."

RECITALS:

- A. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portion of Federal funding allocated under the current Federal-Aid Transportation Act for Transportation Enhancement (TE) projects.
- B. The Secretary is empowered to pass through Federal Surface Transportation Program (STP) funds for TE projects to eligible state agencies or local governments.
- C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for Federal STP funding under the Transportation Enhancement Provision of the current Federal-Aid Transportation Act.
- D. The City has requested and Secretary has authorized a Transportation Enhancement (TE) project, as further described in this Agreement.
- E. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments are, under certain circumstances, entitled to receive assistance in the financing of TE projects, provided however, that in order to be eligible for such federal-aid, such work is required by Federal law to be done in accordance with the laws of the state.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. "Agreement" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "City" means the City of Lawrence, Kansas, with its place of business at 6 E 6th Street/P.O. Box 708, Lawrence, KS 66044.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Preservation of historic Santa Fe Station at 413 E 7th Street, to include preservation of historic features, improvements to the exterior (doors, roof, chimney, and windows), interior improvements (doors, walls, ADA compliance, restoration of original finishes and furnishings), and mechanical/electrical systems (heating and cooling systems, light fixtures, fire suppression system, and emergency lighting), in Lawrence, Kansas, and is the subject of this Agreement.**
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
24. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraph 2, to secure the investment of federal funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.
25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities,

including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.
3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.
5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current the American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at

mutually agreed intervals in conformity with the official Project schedule.

- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the City agrees to the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, to defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the City, the City’s employees, or subcontractors.

9. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

10. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the

necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Public Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. ~~Intentionally deleted.~~

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

11. Removal of Encroachments. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

12. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than the distance permitted by the National Fire Code from the Right of Way line.

13. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) **Permitting of Private Utilities.** The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of the improvements.

(e) **Indemnification.** To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) **Cost of Relocation.** Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

14. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

15. Inspections. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services between the Secretary and the City and/or the Consultant must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

16. Traffic Control. The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic

during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) Parking Control. The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

17. Access Control. The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

18. Maintenance. When the Project is completed and final acceptance is issued and until expiration of the Useful Life Period, the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

19. Financial Obligation. The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs. Specifically, City acknowledges and agrees that the following costs are deemed Non-Participating Costs under this Agreement: all costs associated with improvements to the interior space of the Santa Fe Station to be occupied by BNSF Railway Company (BNSF) together with BNSF's proportionate share of common areas and items in the Santa Fe Station.

20. **Cost Estimates.** The estimated cost for Construction is \$1,288,931, and for Construction Engineering is \$244,155, for total estimated costs of \$1,533,086. It is mutually agreed this estimated cost figure is to be used for encumbrance purposes and adjustments will be made based on the actual Project costs, as approved by the Secretary.

21. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

22. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

23. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

24. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

SPECIAL TRANSPORTATION ENHANCEMENT REQUIREMENTS:

1. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135 ("4(f) status"), except as otherwise modified by this Agreement.

(a) **Transportation Enhancement.** Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) 4(f) Determinations. The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

2. Useful Life.

(a) Useful Life Period. The Parties agree the Useful Life Period of the Project is 20 years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) Insurance. The City will purchase and maintain insurance for property damage to the Project continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) Change in Public Use. After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence. Notwithstanding the foregoing, BNSF and Amtrak use of a portion of the Santa Fe Station for the purposes identified in the premises lease and conveyance documents between the City and BNSF or Amtrak is excluded from the requirements of this subparagraph (c).

(d) Fees or Other Income. During the Useful Life Period, any minimal fees collected or other income generated by the Project facility will be applied toward the maintenance and operation of the Project facility or will be held in reserve for future maintenance or repair costs in accordance with the City's maintenance plan for the Project. Notwithstanding the foregoing, the City's receipt of any income from BNSF or Amtrak's occupancy of a portion of the Santa Fe Station pursuant to the premises lease and conveyance documents between the City and BNSF or Amtrak is excluded from the requirements of this subparagraph (d) as such income, if any, has been deemed a right-of-way settlement cost for the Project.

(e) Recapture of Federal Investment.

(i) During the first 10 years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary 100% of the federal funds invested in the Project.

(ii) Following the first 10 years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

$$\begin{array}{rcl}
 \textit{Total Amount} & & \\
 \textit{of Federal Funds Invested in the Project} & & \\
 \hline
 & \times & \textit{Number of Full Years} \\
 & & \textit{Remaining in the Useful} \\
 & & \textit{Life Period at the time of} \\
 & & \textit{unauthorized change in use} \\
 \textit{Entire Useful Life Period} & & = \textit{Recapture} \\
 \textit{for the Project} & & \textit{Amount}
 \end{array}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
2. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF LAWRENCE, KANSAS

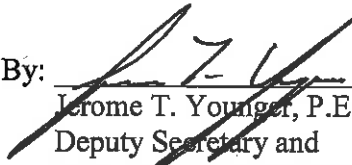
Diane M. Bucie 7-21-15
CITY CLERK (Date)

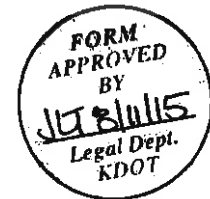


MAYOR



Michael S. King, Secretary of Transportation
Kansas Department of Transportation

By:  8/19/15
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer



KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



Douglas County Register of Deeds
 BK: 1148 PG: 3525 - 3528 Receipt #:497334
 Rec Fees: \$60.00
 Pages Recorded: 4 Record Date: 6/29/2017 2:31 PM
 Cashier Initials : bs Authorized By Kay Pesnell

Kansas Secured Title

3126 096

MEMORANDUM OF OPTION TO LEASE

THIS MEMORANDUM OF OPTION TO LEASE ("**Memorandum**") is made and entered into as of the 22nd day of June, 2017 ("**Effective Date**"), by and between **CITY OF LAWRENCE**, a municipality formed under the laws of the State of Kansas located at City Hall, 6 East 6th Street, Lawrence, KS 66044 (hereinafter referred to as "**Grantor**" or "**City**"), and **BNSF RAILWAY COMPANY**, a Delaware corporation located at 2500 Lou Menk Drive, Fort Worth, Texas 76131 (hereinafter referred to as "**Grantee**" or "**BNSF**").

RECITALS

A. Pursuant to that certain Conveyance Contract (Improvements Only) dated June 22, 2017 (the "**Contract**"), BNSF, as seller, conveyed via bill of sale ("**Bill of Sale**") to City, as purchaser, certain building improvements (the "**Building**") located in the County of Douglas, State of Kansas, the location of which is more particularly shown on **Exhibit "A"** attached hereto and made a part hereof. Simultaneously with the closing of the sale of the Building from BNSF to City via the Bill of Sale, BNSF and City also entered into that certain Definite Term Lease - Land ("**Land Lease**"), pursuant to which City leased the land underlying the Building, together with parking and parking-related improvements.

B. Under the Contract, BNSF also reserved certain rights to lease certain premises in the Building (the "**BNSF Premises**", which are more particularly described in the Contract) from City (the "**BNSF Premises Lease Option**") at any time after the Effective Date by providing ten (10) days' prior written notice to the City, whereupon BNSF and the City will enter into the BNSF Premises Lease in the form attached as **Exhibit "E"** to the Conveyance Contract.

AGREEMENTS

NOW, THEREFORE, Grantor, for and in consideration of Ten and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, does hereby grant unto Grantee the BNSF Premises Lease Option to be exercised in accordance with the terms and provisions of the Contract.

This Memorandum has been entered into by Grantor and Grantee for purposes of recordation in the appropriate real property records of the County of Douglas, State of Kansas, to provide notice to third parties of the existence of the Contract and the BNSF Premises Lease Option contained therein and nothing contained herein shall be deemed or construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms of the Contract or the BNSF Premises Lease Option contained therein.

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Memorandum of BNSF Premises Lease Option – BNSF/Lawrence, KS

IN WITNESS THEREOF, the parties hereto have caused this Memorandum to be executed by their respective authorized representatives to be effective as of the Effective Date first above written.

GRANTOR:

CITY OF LAWRENCE,
a municipality formed under the laws of the State of
Kansas

By: *Thomas M. Markus*
Name: Thomas M. Markus
Title: City Manager

GRANTEE:

BNSF RAILWAY COMPANY,
a Delaware corporation

By: *Mark D. Ude*
Name: Mark D. Ude
Title: Assistant Vice President
Corporate Real Estate Development

STATE OF KANSAS
COUNTY OF DOUGLAS

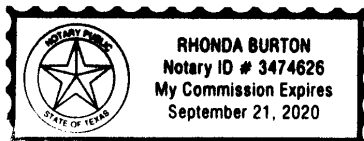
This instrument was acknowledged before me on June 20, 2017 by Thomas M. Markus (name) as City Manager (title) of CITY OF LAWRENCE, a municipality formed under the laws of the State of Kansas.



Robert S. Wagner
Notary Public Robert S Wagner

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on June 22, 2017 by Mark D. Ude (name) as Assistant Vice/* (title) of BNSF RAILWAY COMPANY, a Delaware corporation. *President Corporate Real Estate Development



Rhonda Burton
Notary Public Rhonda Burton

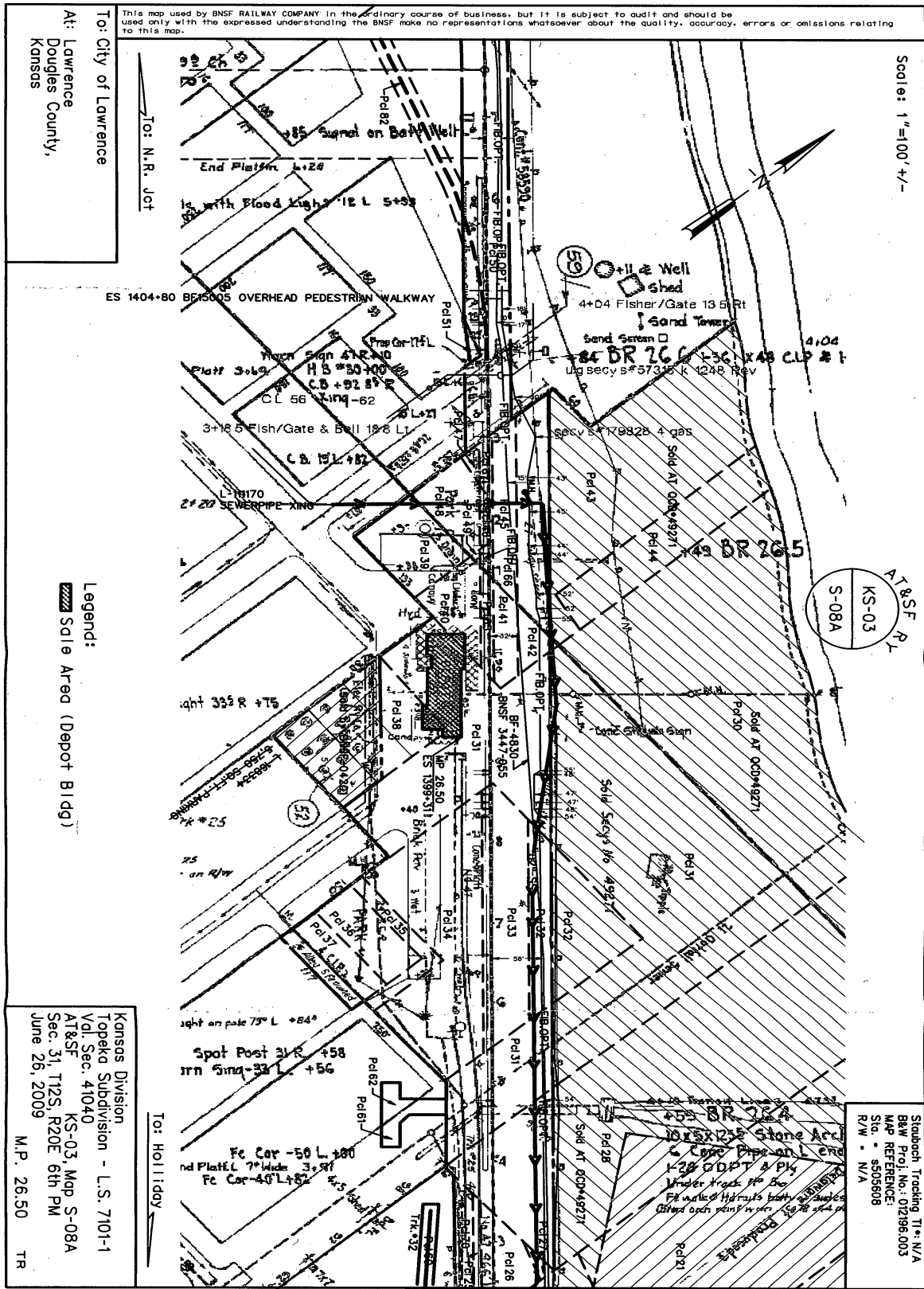
Memorandum of BNSF Premises Lease Option – BNSF/Lawrence, KS

Exhibit "A"

Description of Property

Beginning at a Point 15.0 feet Southwesterly of the Centerline of the BNSF Railroad at BNSF Mile Post 26.42 thence South, 45 feet; thence West, 136 feet; thence South, 16 feet; thence West, 119 feet; thence North, 153 feet; thence West, 78 feet; thence North, 54 feet; thence Northwesterly, 151 feet; thence North, 76 feet; thence West, 130 feet; thence North, 173 feet to a point 15.0 feet Southwesterly of the Centerline of the BNSF Railroad; thence in a Southeasterly direction, 15.0 from and parallel with the Centerline of the BNSF Railroad, 760 feet more or less to the Point of Beginning; containing 84,379 Square Feet more or less

Said land being a portion of Reserve No. 8 and the Levee as shown on the Plat of the Original Townsite of the City of Lawrence, recorded in Plat Book 1, Page 4.



Scale: 1"=100' +/-

To: City of Lawrence
At: Lawrence
Douglas County,
Kansas

To: N.R. Jct

Legend:
Sole A' red (Depot Bldg)

Kansas Division
Topeka Subdivision - L.S. 7101-1
Vol. Sec. 41040
AT&SF KS-03, Mop S-08A
Sec. 31, T12S, R20E 6th PM
June 26, 2009
M.P. 26.50 TR

DRAWING NO. 3-46947

To: Holliday

Stuebach Tracking T12 N/A
RAW PROJ. NO. 012196.003
MAP REFERENCE:
SIG. S505608
R/W N/A

EXHIBIT "A"

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

**CONVEYANCE CONTRACT
(Improvements Only)**

THIS CONVEYANCE CONTRACT (IMPROVEMENTS ONLY) (this "**Contract**") is made to be effective the 22nd day of June, 2017 (the "**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**"), and the **CITY OF LAWRENCE**, a municipality formed under the laws of the State of Kansas (hereafter, the "**CITY**").

RECITALS

A. BNSF owns or controls (i) certain land, together with parking and parking-related improvements located thereon, situated at or near the railway station of Lawrence, County of Douglas, State of Kansas, Line Segment 7101-1, Mile Post 26.42 as shown on the attached Drawing No. 46848, dated March 7, 2016, attached hereto as Exhibit "A" and incorporated herein by this reference ("**Land**"), and (ii) certain other improvements located on the Land consisting of that certain depot building (the "**Building**") consisting of one story and containing approximately 4,324 square feet, the footprint of which is located on the portion of the Land as shown on the attached Drawing No. 46848, dated March 7, 2016, also attached hereto as Exhibit "A" and incorporated herein by this reference.

B. BNSF and CITY acknowledge that portions of the Land and Building are used by the National Railroad Passenger Corporation d/b/a Amtrak, a District of Columbia corporation (together with its successors and assigns, collectively referred to hereinafter as "**AMTRAK**") for passenger rail operations (such portions of the Land and Building, together with other areas used exclusively by AMTRAK located on or adjacent to the Land [e.g., passenger boarding platforms, connecting walkways, parking areas] being collectively referred to hereinafter as the "**AMTRAK Premises**", which AMTRAK Premises are as more particularly described in the BNSF/AMTRAK Lease defined below) pursuant to that certain: (i) agreement between AMTRAK and Burlington Northern Railroad Company ("**BNR**") and The Atchison, Topeka and Santa Fe Railway Company ("**ATSF**") (collectively, BNR and ATSF are predecessors-in-interest to BNSF), dated September 1, 1996, as amended ("**Operating Agreement**") and (ii) Lease Agreement between AMTRAK and BNSF, dated June 15, 2010 (the "**BNSF/AMTRAK Lease**"). The Operating Agreement and the BNSF/AMTRAK Lease are referred to hereinafter collectively as the "**BNSF/AMTRAK Agreements**".

C. In connection with certain economic development objectives, the CITY desires to acquire the Building from BNSF, and BNSF is agreeable to conveying the Building (excluding, however, the Land itself) to the CITY, subject to the terms and conditions set forth in this Contract.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Building to be Conveyed.

(a) Building Conveyed. Subject to and in accordance with the provisions of this Contract, at Closing (as hereinafter defined):

- (i) BNSF will convey the Building to CITY by BNSF's execution and delivery of that certain Bill of Sale (Improvements Only) in the form attached hereto as **Exhibit "C"** (the "**Bill of Sale**") for the Building;
- (ii) No monetary consideration shall be paid by CITY to BNSF for the Building;
- (iii) Without limitation to the provisions of **Section 5(a)** below, the conveyance of the Building shall be expressly subject to the following title matters: (a) the terms and conditions of the BNSF/AMTRAK Agreements, (b) the provisions of applicable federal law, including but not limited to the Rail Passenger Service Act, 49 U.S.C. §§ 24101 *et seq.*, to continue to use the AMTRAK Premises for passenger rail operations ("**AMTRAK Rights**"), (c) the terms and conditions of the Land Lease (as hereinafter defined), (d) the terms and conditions of the BNSF Premises Lease Option (as hereinafter defined), (e) the terms and conditions of the Station Lease (as hereinafter defined), and (f) any and all other restrictions, reservations, covenants, conditions, rights-of-way, easements, and encumbrances, whether of record or not, all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Building and/or Land, and any other matters affecting the Building which would be disclosed by a physical inspection of the Building and/or the Land on which it is located or an accurate survey of the Building and/or the Land on which it is located ("**Permitted Exceptions**") (which Permitted Exceptions shall be listed on Exhibit "B" to the Bill of Sale).
- (iv) Except as otherwise expressly set forth in this Contract, the Bill of Sale, the Land Lease and the Station Lease or other documents delivered at Closing, CITY shall accept title to the Building and shall assume all responsibilities, duties and obligations for, of and relating to the Building from and after the Closing Date (as hereinafter defined).

(b) **Exclusions.** Notwithstanding anything to the contrary, the following items are excluded from the conveyance hereunder:

- (i) The conveyance hereunder does not include the Land or any personal property, and any such personal property of BNSF and/or AMTRAK located in, on, or in the vicinity of the Building at Closing shall remain the property of BNSF or AMTRAK, as applicable, and CITY shall have no rights thereto. Notwithstanding the foregoing, however, BNSF agrees not to remove, sell, trade, transfer, or relocate from the Building certain BNSF-owned historically significant personal property (the "**Historic Personal Property**") without the CITY's prior approval, such approval not to be unreasonably withheld, conditioned or delayed. The Historic Personal Property is specifically identified on **Exhibit "G"** attached hereto and incorporated herein by this reference.
- (ii) BNSF's Tower (as hereinafter defined) located on the Land is not included in the conveyance, shall not be considered a part of the Building, and shall remain the property of BNSF, and CITY shall have no rights thereto.

- (iii) CITY acknowledges and affirms that CITY's assumption of ownership of the Building in no way entitles CITY to any right, title, interest or use in, to and of any BNSF trademark, service mark or other intellectual property, regardless of whether any of the foregoing have been used in connection with the Building or the name under which it has been operated.

2. Lease of Land to CITY. Simultaneous with the Closing of the conveyance of the Building to CITY, BNSF shall lease the Land to CITY pursuant to the terms of that certain lease agreement attached hereto as **Exhibit "D"** and incorporated herein for all purposes by this reference (the "**Land Lease**"). Unless earlier terminated as provided therein, the Land Lease shall commence on the Closing Date and continue in force for the term of thirty (30) years ("**Initial Land Lease Term**"). Thereafter, the term of the Land Lease shall then automatically continue on a month-to-month basis until terminated by BNSF giving to CITY thirty (30) days' written notice of its desire to terminate the same. Upon the expiration of the time specified in such notice, the Land Lease and all rights of CITY shall absolutely cease. The Initial Land Lease Term, together with any month-to-month continuation after the conclusion of the Initial Land Lease Term, is sometimes referred to hereinafter collectively as the "**Land Lease Term**". For the portions of the Land that are already leased from BNSF to AMTRAK pursuant to the BNSF/AMTRAK Agreements, CITY expressly acknowledges and agrees that the Land Lease is subject and subordinate to the BNSF/AMTRAK Agreements for such Land portions. The parties shall execute the Land Lease at the Closing.

3. Prorations and Costs.

(a) Taxes. BNSF shall pay in full all ad valorem, business personal property and similar taxes and special assessments (collectively, the "**Taxes**") on the Land, Building and personal property located therein up to and including the Closing Date. All Taxes shall be prorated as of the Closing Date, based on a three hundred sixty-five (365) day year and on the most recently available tax rate and valuation. It is understood and agreed that Taxes will be prorated as of the Closing Date on an estimated basis. When the Taxes are actually determined, if the prorated Taxes as of the Closing Date are different than the actual prorated Taxes as of the Closing Date, then BNSF agrees to pay to CITY any deficiency on an actual proration, and likewise, CITY agrees to pay to BNSF any amount overpaid by BNSF. After the Closing Date the CITY, at its sole discretion, may seek to have the Building removed from the tax rolls to reflect the tax exempt status of CITY-owned facilities; provided, however, that in any event BNSF shall have no further responsibility or obligation for payment of any Taxes associated with the Land, Building or personal property located therein for periods beginning after the Closing Date.

(b) Utilities. The parties shall cooperate so that all utilities serving the Building shall be switched into the name of CITY as of the Closing Date, so that a final statement can be issued to BNSF for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in CITY's name can begin on the Closing Date. As further described in the Land Lease and the BNSF Premises Lease (assuming that BNSF exercises the BNSF Premises Lease Option), BNSF shall have no further responsibility or obligation for payment of any utilities associated with the Building for periods beginning after the Closing Date.

(c) Closing Costs. CITY shall pay all closing costs and expenses associated with the conveyance transaction contemplated hereunder, including without limitation any survey costs and recording fees.

(d) BNSF shall not be liable for any real estate commissions or finders' fees to any party with respect to the sale of the Building, except amounts due to Jones Lang LaSalle Brokerage Inc. ("Broker") pursuant to a separate agreement. CITY acknowledges that Broker has advised, and hereby advises, CITY that the Broker is acting as such on behalf of the BNSF, with the duty to represent BNSF's interest, and Broker is not the agent of the CITY. Prior to the execution of this Contract, Broker has advised and hereby advises the principals of this transaction, that this Contract is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of BNSF, make representations on behalf of BNSF or bind BNSF in any manner. If any real estate broker or agent other than Broker can establish a valid claim for commission or other compensation as a result of CITY having used their services in connection with the purchase of the Building, all such commission or other compensation shall be paid by CITY.

(e) The obligations of the parties in this **Section 3**, to the extent incurred, shall survive any termination of this Contract.

4. Microwave Tower. CITY acknowledges and agrees that BNSF is the owner of that certain microwave transmission tower (the "**Tower**") located on the Land as shown on Exhibit "A". CITY acknowledges and agrees that it will not be acquiring any rights to the Tower in connection with its acquisition of the Building and that CITY shall not perform any Building Renovations (as hereinafter defined) on the Tower. Further, CITY acknowledges and agrees that it will not be acquiring any rights to the Tower in connection with the Land Lease. The Tower shall remain in place as BNSF's exclusive property and CITY shall not in any way attempt to restrict BNSF's access to and use of the Tower at any time, nor shall CITY have any right to use the Tower. To the extent the Tower is located on the Land leased to CITY and/or the Building conveyed to CITY, CITY hereby grants back to BNSF an irrevocable license to maintain and operate the Tower on the Land and to relocate, modify, reconstruct, and/or expand the Tower as BNSF may reasonably deem necessary or desirable, and to otherwise deal with all aspects of the Tower. BNSF agrees to comply with all applicable Legal Requirements (as hereinafter defined) in its use and occupancy of the Tower.

5. Nature of Conveyance.

(a) Title. BNSF makes no representations or warranties as to the status of title to the Building or the Land. The conveyance of the Building and the lease of the Land is subject to the BNSF/AMTRAK Agreements, the AMTRAK Rights and all other validly existing and enforceable rights, interests and estates, if any do in fact exist, of third parties in connection with all easements, rights-of-way, liens, royalties, mortgages, deeds of trust and other encumbrances, and to any renewals and extensions thereof, if any, relating to the Land and Building, as well as all zoning and other governmental requirements applicable thereto. CITY acknowledges and affirms that BNSF may not hold fee simple title to the Land and that BNSF's interest in the Land, if any, may rise only to the level of an easement for railroad purposes. As a result, the status of title to the Building is subject to the status of title to the Land, and CITY acknowledges and affirms that BNSF may not hold all right, title and interest in and to the Building. CITY is willing to accept BNSF's title to the Building (and leasehold rights in the Land), if any, on this basis and expressly releases BNSF, its successors and assigns from any claims that CITY or its successors may have as a result of BNSF not holding fee simple title to the Land and/or full ownership of the Building.

(b) Condition. The parties hereto acknowledge the possible existence of asbestos material in the Building. The parties further acknowledge the possibility that asbestos material may exist in other portions or locations in the building structures located on the Land. CITY specifically covenants and agrees that BNSF shall not be responsible or liable for the existence of any asbestos material or removal of such material from the Building or Land to be covered herein. CITY specifically acknowledges and agrees that it shall not make any claim or assert any cause of action against BNSF as a result of the existence or presence of asbestos material. CITY does hereby release BNSF from and against any claim, liability, cause of action or otherwise arising out of or in any manner connected with the presence or existence of asbestos material located anywhere within the Building to be conveyed herein including, but not limited to, any costs incurred by CITY, in the removal of such asbestos material. Without limitation to the foregoing or anything else contained in this Contract, CITY has been allowed to make an inspection of the Building and has knowledge as to the past use of the Building. Based upon this inspection and knowledge, and acknowledging that the Building is in need of substantial repair, CITY accepts the Building on an **"AS-IS, WHERE-IS AND WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE POSSIBLE EXISTENCE OR PRESENCE OF ASBESTOS MATERIAL, THE CONSTRUCTION OR THE STRUCTURAL SOUNDNESS OF THE BUILDING. CITY AGREES NOT TO SEEK RECOVERY FOR OR COLLECTION OF, NOR INSTITUTE ANY LITIGATION RELATED TO ANY RIGHTS, CAUSES OF ACTION, OR CLAIMS CITY MAY HAVE AGAINST BNSF WHICH ARE IN ANY WAY RELATED TO OR ARISE OUT OF THE POSSIBLE EXISTENCE OF ASBESTOS MATERIAL IN THE BUILDING.** As a material consideration of BNSF's willingness to enter into this transaction, CITY represents and warrants that **CITY IS AWARE THAT CITY IS ACQUIRING THE BUILDING ON AN "AS-IS, WHERE-IS AND WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE CONSTRUCTION OR STRUCTURAL SOUNDNESS OF THE BUILDING, THE POSSIBLE EXISTENCE OF ASBESTOS MATERIAL IN THE BUILDING AND THE ENVIRONMENTAL CONDITION OF THE BUILDING, AND THAT CITY IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF AS TO ANY MATTERS CONCERNING THE BUILDING,** including (i) the physical condition of the Building and any defects thereof, (ii) the presence of any Hazardous Substances (as hereinafter defined) in the Building, (iii) the condition or existence of any of the above ground or underground structures or improvements in, on or under the Building (iv) the condition of title to the Building, (v) the existence of any leases, easements or other agreements affecting the Building, (vi) the status of zoning, (vii) the tax consequences of this transaction, (viii) the compliance of the Building with any law, ordinance, regulation, decree or private restriction, or (ix) the availability of utilities to the Building. **BNSF EXPRESSLY DISCLAIMS ANY WARRANTIES FOR THE BUILDING, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO TITLE, MERCHANTABILITY, HABITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR CONFORMITY OF THE BUILDING TO ITS INTENDED USE. CITY AGREES NOT TO SEEK RECOVERY FOR OR COLLECTION OF, NOR INSTITUTE ANY LITIGATION RELATED TO ANY RIGHTS, CAUSES OF ACTION, OR CLAIMS CITY MAY HAVE AGAINST BNSF WHICH ARE IN ANY WAY RELATED TO OR ARISE OUT OF THE BUILDING. FURTHER, CITY WAIVES, RELEASES AND DISCHARGES FOREVER BNSF AND BNSF'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSEES AND INVITEES (COLLECTIVELY, THE "BNSF PARTIES") FROM ANY AND ALL PRESENT OR FUTURE, KNOWN OR UNKNOWN, CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, THOSE IN CONTRACT, TORT AND STRICT LIABILITY), DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL AND PUNITIVE), LOSSES, INJURIES, LIABILITIES, COSTS (INCLUDING, BUT NOT LIMITED TO, FINES, PENALTIES, COURT**

COSTS AND ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO THE BUILDING, OR THE OPERATIONS OF BNSF, INCLUDING WITHOUT LIMITATION DERAILMENTS OR OTHER ACCIDENTS OF A SIMILAR CATASTROPHIC NATURE, FROM VIBRATION OR OTHER ACTIVITIES OF THE BNSF IN THE ORDINARY COURSE OF ITS OPERATIONS (INCLUDING RAILROAD OPERATIONS), EVEN IF SUCH LOSS, DAMAGE OR CLAIM IS CAUSED BY THE NEGLIGENCE OF BNSF OR ANY OF THE BNSF PARTIES; PROVIDED, HOWEVER, THAT SUCH RELEASE SHALL NOT APPLY TO ANY LOSS, DAMAGE OR CLAIM: (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF BNSF OR A BNSF PARTY OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF BNSF OR A BNSF PARTY.

(c) Proximity to Railroad Tracks. CITY understands that the Building and Land are in dangerous proximity to railroad tracks and that persons and property, whether real or personal, in the Building and/or on the Land will be in danger of injury, death or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including, without limitation, sight clearance or vision obstruction problems at grade crossings on or adjacent to the Land), and CITY accepts the Building subject to such dangers. Accordingly, CITY covenants and agrees that CITY shall not enact any ordinance, rule or other regulation that interferes with BNSF's railroad operations, in BNSF's sole discretion. **FURTHERMORE, NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS CONTRACT TO THE CONTRARY, TO THE EXTENT PERMITTED BY LAW, CITY INDEMNIFIES, HOLDS HARMLESS AND HEREBY WAIVES, RELEASES AND DISCHARGES FOREVER BNSF AND THE BNSF PARTIES FROM ANY AND ALL PRESENT OR FUTURE, KNOWN OR UNKNOWN, CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, THOSE IN CONTRACT, TORT AND STRICT LIABILITY), DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL AND PUNITIVE), LOSSES, INJURIES, LIABILITIES, COSTS (INCLUDING, BUT NOT LIMITED TO, FINES, PENALTIES, COURT COSTS AND ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO THE CITY'S OWNERSHIP, USE AND OCCUPANCY OF THE BUILDING, EVEN IF SUCH LOSS, DAMAGE OR CLAIM IS CAUSED BY THE NEGLIGENCE OF BNSF OR ANY OF THE BNSF PARTIES; PROVIDED, HOWEVER, THAT SUCH RELEASE SHALL NOT APPLY TO ANY LOSS, DAMAGE OR CLAIM: (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF BNSF OR A BNSF PARTY OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF BNSF OR A BNSF PARTY.**

(d) Hazardous Conditions. CITY represents to BNSF that CITY is aware of the risk that Hazardous Substances may be present on or in the Building and that CITY has conducted such investigations of the Building, including but not limited to, the physical and environmental conditions thereof, as CITY deemed necessary to satisfy itself as to the condition of the Building and is relying solely upon same and not upon any information provided by or on behalf of BNSF or its agents or employees with respect thereto. **TO THE FULLEST EXTENT PERMITTED BY LAW, CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY CITY'S INVESTIGATIONS, AND CITY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BNSF AND THE BNSF PARTIES FROM ANY AND ALL PRESENT OR FUTURE, KNOWN OR UNKNOWN, CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, THOSE IN CONTRACT, TORT AND STRICT LIABILITY), DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL AND PUNITIVE), LOSSES, INJURIES, LIABILITIES, COSTS (INCLUDING, BUT NOT LIMITED TO, FINES, PENALTIES, COURT COSTS AND REASONABLE ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO (i) ANY BODILY INJURY OR DEATH OF ANY**

PERSON OR PERSONS WHOMEVER, INCLUDING THE PARTIES HERETO, OR LOSS OR DAMAGE TO THE BUILDING IN ANY MANNER ARISING FROM OR GROWING OUT OF THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF CITY OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSEES AND INVITEES IN CONNECTION WITH THE ENTRY UPON, OCCUPATION OR USE OF THE BUILDING, AND/OR (ii) ANY ALLEGED OR ACTUAL PRESENCE, USE, STORAGE, GENERATION, MANUFACTURE, TRANSPORT, RELEASE, LEAK, SPILL, DISPOSAL OR OTHER HANDLING OF ANY HAZARDOUS SUBSTANCES BY CITY OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSEES AND INVITEES (COLLECTIVELY, "CITY PARTIES") IN OR ON THE BUILDING. As used in this Section, the term "losses" shall include without limitation the cost of any investigation, removal, remedial or other response action in, on or to the Building that is required by any Environmental Law (including but not limited to any Environmental Law enacted after Closing), that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances. The rights of BNSF under this **Section 5(d)** shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of CITY to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances or contaminants in or on the Building (excluding, however, the portion of the Building occupied by BNSF under the BNSF Premises Lease from and after the date BNSF occupies the BNSF Premises, assuming that BNSF exercises the BNSF Premises Lease Option).

(e) As used in this Contract, the term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. As used in this Contract, the term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material, contaminant or waste as defined, listed or regulated under any Environmental Law, and includes without limitation, petroleum oil and any of its fractions, asbestos and materials that contain asbestos, lead-based paint, and any other substances which are defined in, included under, or regulated by any Environmental Law.

(f) The provisions of this **Section 5** shall be binding on the CITY, its successors and assigns, inure to the benefit of BNSF and its successors and assigns, and shall survive the Closing and not merge into the Bill of Sale or any other document delivered at Closing.

6. Lease of Portions of Building to BNSF and AMTRAK.

(a) BNSF Premises Lease Option. As part of the consideration for BNSF's conveyance of the Building to CITY at no cost, CITY and BNSF hereby agree that BNSF shall have the right to lease (the "**BNSF Premises Lease Option**") certain premises in the Building generally consisting of the File Room, Baggage Room and Freight Office in the Building as depicted on **Exhibit A1.2** attached hereto and incorporated herein by this reference (collectively, the "**BNSF Premises**"). The BNSF Premises at the Effective Date and as proposed to be modified by the Building Renovations (if such Building Renovations are undertaken) are as generally outlined in purple on the attached drawings by Hernly Associates dated December 2, 2009, labeled **Exhibits A1.1** and **A1.2**, respectively, attached hereto and incorporated herein by this reference. The parties acknowledge and agree that the renderings

on **Exhibits A1.1** and **A1.2** are approximations and do not necessarily represent the current BNSF Premises or future BNSF Premises after completion of Building Renovations, if Building Renovations are ever performed. All Building Renovations, if any, must be compliant with the Americans with Disabilities Act of 1990 ("**ADA**") and performed in accordance with the provisions of **Section 8** of this Contract.

(b) BNSF has the right to exercise the BNSF Premises Lease Option at any time after the Closing Date during the Land Lease Term by BNSF's giving of ten (10) days' prior written notice to CITY (the "**Lease Notice**") of its desire to lease the BNSF Premises. Within twenty (20) days after BNSF's exercise of the BNSF Leased Premises Option by delivery to CITY of the Lease Notice, CITY shall lease back to BNSF the BNSF Premises pursuant to the terms of that certain lease agreement (the "**BNSF Premises Lease**") attached hereto as **Exhibit "E"** and incorporated herein for all purposes by this reference. The parties shall promptly execute the BNSF Premises Lease, with the lease term thereunder commencing on the date specified in the Lease Notice and continuing in force for a period coterminous with the Land Lease Term; provided, however, BNSF has the right at any time during the Land Lease Term to terminate the BNSF Premises Lease by giving to CITY thirty (30) days' written notice of its desire to terminate the same.

(c) Simultaneously with the Closing of the conveyance of the Building and the lease of the Land under the Land Lease, BNSF and the CITY shall execute a memorandum ("**BNSF Premises Lease Option Memorandum**") suitable for recording in the public records where the BNSF Premises are located, in form sufficient to constitute constructive notice to all third parties of BNSF's rights in the BNSF Leased Premises Option hereunder in and to the BNSF Premises and otherwise in form reasonably satisfactory to both parties. The BNSF Premises Lease Option Memorandum shall be recorded on the Closing Date in the public records where the BNSF Premises are located.

(d) Station Lease; BNSF/AMTRAK Lease Amendment. CITY acknowledges that AMTRAK leases the AMTRAK Premises for passenger rail operations from BNSF pursuant to the BNSF/AMTRAK Agreements, and that the CITY's proposed uses of the Building and Land are subject and subordinate to the terms and conditions of the BNSF/AMTRAK Agreements. CITY also acknowledges that BNSF is obligated to provide property in the City of Lawrence for intercity rail passenger use under the terms of the federal Rail Passenger Service Act (Title 49 United States Code Section 24308(a)). Effective as of the Closing Date: (i) CITY shall enter into a new station lease ("**Station Lease**") with AMTRAK, on terms and conditions mutually acceptable to CITY and AMTRAK (and approved by BNSF) and substantially the same as those in effect under the existing BNSF/AMTRAK Agreements pertaining to AMTRAK's use and occupancy of the AMTRAK Premises in the Building, and (ii) AMTRAK and BNSF shall amend the BNSF/AMTRAK Lease to exclude the Building from the AMTRAK Premises under the BNSF/AMTRAK Lease (the "**BNSF/AMTRAK Lease Amendment**"). The Station Lease will enable AMTRAK to provide an intercity railroad passenger station facility for Lawrence, Kansas, at the Building (or with other equitable replacement property if approved by AMTRAK) for so long as such obligations are required by law. The Station Lease shall be binding upon and inure to the benefit of CITY and AMTRAK, and their respective successors and assigns. As more particularly described on **Exhibit "F"**, entry into the: (i) Station Lease by CITY and AMTRAK, (ii) BNSF/AMTRAK Lease Amendment by BNSF and AMTRAK, and (iii) Repurchase Rights Memorandum (as defined below) shall all be conditions precedent to BNSF closing on its conveyance of the Building to CITY. CITY agrees to cooperate reasonably with BNSF and AMTRAK in order to arrive at a mutually satisfactory form of Station Lease. BNSF and City, by executing this Agreement, further acknowledge that Amtrak has not waived any of its statutory

rights to use the Building or any of its rights under the BNSF/ AMTRAK Agreements, and but for this acknowledgment, which Amtrak is relying upon, Amtrak would not enter into the BNSF/AMTRAK Lease Amendment or the Station Lease.

(e) Survival. Without limitation to the provisions of **Section 13** below, all of the provisions of this **Section 6** shall survive the Closing.

7. Closing. The consummation of the conveyance and lease transactions contemplated hereunder (the "**Closing**") shall occur promptly upon satisfaction of the conditions to Closing set forth in **Exhibit "F"** attached hereto and incorporated herein by this reference as if set forth in full. If the conditions are not fully satisfied by the dates set forth therein, then this Contract shall terminate as provided therein. Upon the timely satisfaction of the conditions to Closing set forth in **Exhibit "F"**, the Closing shall occur as follows:

(a) BNSF's Deliveries. BNSF will forward two unexecuted originals each of (i) the Bill of Sale, (ii) the Land Lease, (iii) the BNSF Premises Lease Option Memorandum, (iv) [intentionally deleted] and (v) the Repurchase Rights Memorandum (as hereinafter defined) to CITY for execution.

(b) CITY's Deliveries. CITY shall fully execute each of the originals of (i) the Bill of Sale, (ii) the Land Lease, (iii) the BNSF Premises Lease Option Memorandum, (iv) [intentionally deleted] and (v) the Repurchase Rights Memorandum, and shall return same to BNSF via overnight mail. If not previously provided by CITY to BNSF, CITY shall also send a fully executed copy of the Station Lease with AMTRAK to BNSF. Pursuant to **Section 3(a)** above, if Taxes on the Building and Land for the year have already been paid by BNSF, then CITY shall also send a check to BNSF for CITY's prorated share of said Taxes for periods commencing after the Closing Date.

(c) Final Execution. Upon BNSF's receipt of all executed originals of the Bill of Sale, the Land Lease, the BNSF Premises Lease Option Memorandum, [intentionally deleted] and the Repurchase Rights Memorandum (as well as the fully executed copy of the Station Lease), BNSF shall execute all originals of the documents. The Closing shall occur via mail or overnight delivery and BNSF shall forward one fully-executed original of each of the Bill of Sale, the Land Lease, the BNSF Premises Lease Option Memorandum, [intentionally deleted] and the Repurchase Rights Memorandum to CITY at the address indicated below CITY's signature. If not previously provided by BNSF to CITY, BNSF will also deliver a fully executed copy of the BNSF/AMTRAK Lease Amendment to CITY. The "**Closing Date**" shall be deemed to be the date BNSF executes the Bill of Sale, the Land Lease, the BNSF Premises Lease Option Memorandum, [intentionally deleted] and the Repurchase Rights Memorandum.

(d) Recording; Further Assurances. Following the Closing, CITY, at its expense, shall record one fully-executed original of each of the Repurchase Rights Memorandum and BNSF Premises Lease Option Memorandum in the public records of the county in which the Building is located; provided further that CITY will promptly forward copies of the recorded memoranda to BNSF and AMTRAK with proof of recording. In addition to and not in limitation of the foregoing, CITY, at its expense, shall (i) execute and deliver to BNSF such documents, instruments, certificates, assignments, and other writings--and do such other acts necessary or desirable--to evidence the conveyance of the Building from BNSF to CITY as BNSF or its successors or assigns may reasonably require from time to time; and (ii) do and execute all such further lawful and reasonable acts, conveyances, and assurances for the better and more

effective carrying out of the intents and purposes of the Contract, as BNSF or its successors or assigns may reasonably require from time to time.

8. CITY's Post-Closing Obligations.

(a) Building Renovations. The parties hereto acknowledge and agree that after Closing CITY may perform, or otherwise cause to be performed, at CITY's sole cost and expense, substantial renovations to both the interior and exterior of the Building, including without limitation installation of a geothermal heating/cooling system for the Building (collectively, the "**Building Renovations**"). If the CITY undertakes Building Renovations, CITY covenants and agrees that it shall conduct the Building Renovations in a manner so as to minimize interference with BNSF's and AMTRAK's operations in the Building in accordance with **Section 8(b)** below. In addition to and not in limitation of the foregoing, CITY shall carry out the Building Renovations: (i) in a good and workmanlike manner, (ii) in conformance with plans and specifications reviewed and approved in advance in writing by BNSF (the "**Plans and Specifications**") and AMTRAK, as applicable, (iii) in accordance with accepted industry standards of care, skill and diligence for building and renovation work, and (iv) in compliance with all applicable federal, state, municipal, or other laws, statutes, codes, restrictions, regulations, ordinances and orders promulgated by any governmental or judicial body or agency (together with Environmental Laws and the ADA, referred to herein collectively as "**Legal Requirements**"). Upon approval of the Plans and Specifications by BNSF and AMTRAK, as applicable, the parties agree to amend this Contract to attach the approved Plans and Specifications as **Exhibit "I"**. CITY shall use commercially reasonable means to ensure the Building Renovations are of high quality. CITY will permit no liens of any kind to be fixed upon or against the Land or the Building and CITY shall be solely responsible for the cost and expense of removing any such liens caused by CITY, its employees, contractors, representatives, or agents. CITY shall promptly pay, discharge and release of record any and all liens, charges and orders.

(b) Minimal Interference. CITY further covenants and agrees that, during the Building Renovations, if the CITY elects to undertake them, the CITY shall cooperate with BNSF and AMTRAK to minimize interference with BNSF's use of the BNSF Premises (assuming that BNSF exercises the BNSF Premises Lease Option) and AMTRAK's use of the AMTRAK Premises. If the Building Renovations reasonably require BNSF to vacate the BNSF Premises (assuming that BNSF exercises the BNSF Premises Lease Option) or AMTRAK to vacate the AMTRAK Premises, then CITY shall, at CITY's sole cost and expense, locate and arrange for temporary ADA-compliant facilities for BNSF's temporary use and AMTRAK's temporary use, as applicable, during the Building Renovations. BNSF agrees to reasonably cooperate with CITY, at no cost to BNSF, to locate and arrange for such temporary facilities. CITY agrees to use its best efforts locate and arrange for any such ADA-compliant temporary facilities in the general vicinity of the Building, which ADA-compliant temporary facilities must be approved in advance as adequate by BNSF as to the BNSF Premises and AMTRAK as to the AMTRAK Premises. All costs associated with the relocation to and occupancy of ADA-compliant temporary facilities shall be at the CITY's sole cost and expense. In no event, however, shall the Building Renovations include any work on or about the Tower, or otherwise interfere with BNSF's access and use of the Tower. The Tower must remain fully operational during the Building Renovations.

(c) Insurance. Without limitation to the insurance requirements under the Land Lease and the BNSF Premises Lease (assuming that BNSF exercises the BNSF Premises

Lease Option), during the Building Renovations CITY shall, or shall cause its contractor to, maintain the insurance coverages described on Exhibit "H" attached hereto.

(d) Parking. As further described in the Land Lease, CITY is responsible for maintaining the parking lot at CITY's sole cost and expense. CITY acknowledges and agrees that BNSF and AMTRAK shall have rights to use the parking lot without charge, and that CITY shall not unreasonably limit or condition use of the parking lot by BNSF or AMTRAK or any of their employees or business invitees.

(e) Construction Information. Upon completion of the Building Renovations, if said Building Renovations are undertaken, CITY shall deliver to each of BNSF and AMTRAK written notices containing the following: (i) a summary and breakdown of the Total Renovation Costs (as hereinafter defined) together with copies of applications for payment, invoices and similar documents from third-party contractors, materialmen and service providers evidencing such costs, (ii) copies of all construction and/or manufacturers warranties or any other warranties or guarantees obtained from any contractors, suppliers or other parties with respect to the Building Renovation (the "**Warranties**") and (iii) two (2) full sets of the Plans and Specifications labeled "As Built" reflecting all deviations from the original Plans and Specifications that occurred during performance of the Building Renovations.

(f) Survival. Without limitation to the provisions of **Section 13** below, all of the provisions of this **Section 8** shall survive the Closing.

9. Repurchase Rights.

(a) Repurchase Event Prior to Expiration of Scheduled Lease Term. In the event of an Early Repurchase Event (as defined below), BNSF shall have the right to repurchase the Building from CITY at any time during the Land Lease Term (the "**Early Repurchase Right**").

(b) An "**Early Repurchase Event**" as used herein shall mean any of the following:

- (i) CITY's receipt of a bona fide third party offer to purchase, lease or acquire any interest in the Building or any portion thereof on terms which CITY desires to accept and/or CITY's offering to sell, lease or transfer any interest in the Building or any portion thereof to a third party on terms which such third party desires to accept (any of the above as may be contemplated being referred to herein as a "**Contemplated Transfer**") (i.e., there shall be no sale, lease or other transfer of any interest in the Building or any portion thereof without BNSF having the right to exercise its Early Repurchase Right);
- (ii) If BNSF shall require that ownership of the Building be transferred to BNSF for railroad purposes or activities in order to comply with any law or regulation or if BNSF otherwise determines such ownership is necessary or desirable for railroad purposes as determined by BNSF in its sole discretion ("**Railroad Need**"); or
- (iii) The Land Lease and/or the BNSF Premises Lease (assuming that BNSF exercises the BNSF Premises Lease Option) is terminated by BNSF for the CITY's uncured default beyond applicable grace or cure periods under such agreements ("**City Default**").

(c) Occurrence of Early Repurchase Event and Notice. Upon an Early Repurchase Event under **Section 9(b)(i)** above, CITY must immediately provide written notice to BNSF and AMTRAK of the details of the Contemplated Transfer, including without limitation the name, address and background of the third party involved with the Contemplated Transfer, and a true and complete copy of any proposed purchase and sale agreement, letter of intent or other document evidencing the proposed terms under which the Contemplated Conveyance would occur (the "**Contemplated Transfer Notice**") (and following the Contemplated Transfer Notice, CITY shall provide such other details regarding the Contemplated Transfer as BNSF may reasonably request). BNSF will have until thirty (30) days after the Trigger Date (as hereinafter defined) to decide whether or not to exercise its Early Repurchase Right to purchase the Building and to provide CITY with written notice of its decision (the "**Exercise Notice**"). As used herein the "**Trigger Date**" shall mean, as applicable: (1) the date on which BNSF has received a Contemplated Transfer Notice with respect to an Early Repurchase Event under **Section 9(b)(i)** above, (2) such date as BNSF determines a Railroad Need exists with respect to an Early Repurchase Event under **Section 9(b)(ii)** above or (3) the date the Land Lease and/or the BNSF Premises Lease (assuming that BNSF exercises the BNSF Premises Lease Option) is terminated by BNSF for City's uncured default under **Section 9(b)(iii)** above. In no event shall CITY have the right to complete any Contemplated Transfer unless a Contemplated Transfer Notice has been given to BNSF and BNSF elects not to deliver an Exercise Notice as provided above.

(d) Subsequent Early Repurchase Events. If BNSF decides not to purchase the Building upon a given Early Repurchase Event, BNSF's Early Repurchase Right shall continue and BNSF shall still have the option to repurchase the Building upon a subsequent Early Repurchase Event.

(e) Early Repurchase Price. If BNSF decides to exercise its Early Repurchase Right to purchase the Building, then the purchase price for the Building for a Contemplated Transfer or Railroad Need (the "**Early Repurchase Price**") shall be calculated as:

- (i) The Total Renovation Costs (as hereinafter defined), less
- (ii) the accumulated amortization from the date of the completion of the Building Renovations to the date of the Repurchase Closing, with the annual amortization to be calculated in accordance with generally accepted accounting principles consistently applied using the straight-line method of amortization (with the amortization period being the period from completion of the Building Renovations through the Land Lease Term) with no salvage value assigned to the Building Renovations.
- (iii) For purposes of this Lease, the "**Total Renovation Costs**" shall be deemed to be the amount that is the greater of:
 - (a) the total actual cost paid to third parties of constructing the Building Renovations, as evidenced by applications for payment, invoices and similar documents from third party contractors, materialmen and service providers or other documentation satisfactory to BNSF, in BNSF's sole discretion, or

- (b) the amount of federal or state funds received by CITY specifically designated for the Building Renovations ("**Renovation Grant(s)**") from any federal or state agency or body (each, a "**Granting Authority**"), but only to the extent and the amount that such Renovation Grant must be repaid by CITY to the Granting Authority upon BNSF's repurchase of the Building, plus the amount of CITY funds designated for the Building Renovations. CITY agrees to provide sufficient documentation satisfactory to BNSF, in BNSF's sole discretion, supporting the amount of the Renovation Grant and CITY's repayment obligations thereof to the Granting Authority, and also the designation of CITY funds for the Building Renovations.
- (c) Notwithstanding the foregoing or anything contained in this Contract to the contrary, in no event shall BNSF have any obligation whatsoever to the Granting Authority for repayment of all or any part of the Renovation Grant. The payment obligations of BNSF resulting from its exercise of its Early Repurchase Right shall run only to the CITY. CITY expressly acknowledges and agrees that it retains sole responsibility for any repayment of Renovation Grant to the Granting Authority, and that BNSF shall have no obligation whatsoever therefor. BNSF's payment of the Early Repurchase Price to CITY shall satisfy BNSF's payment obligations hereunder in connection with BNSF's repurchase of the Building. **CITY HEREBY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD BNSF HARMLESS FROM ANY SUIT OR CLAIM FOR DAMAGES, EXPENSES, ATTORNEYS' FEES, OR CIVIL PENALTIES THAT MAY BE IMPOSED ON BNSF AS THE RESULT OF THE FAILURE OF CITY TO REPAY THE RENOVATION GRANT AND/OR ANY CLAIM THAT CITY DID NOT HAVE THE RIGHT TO TRANSFER THE BUILDING TO BNSF PURSUANT TO BNSF'S EXERCISE OF ITS EARLY REPURCHASE RIGHT.**
- (iv) BNSF's calculation of the Early Repurchase Price shall be included in the Exercise Notice. If CITY disputes the Early Repurchase Price as set forth in the Exercise Notice, then CITY and BNSF agree to work together reasonably, in good faith and as expeditiously as possible, to arrive at the Early Repurchase Price for the Building. If there is a disagreement as to the Early Repurchase Price and the parties have not worked out their differences and agreed as to the Early Repurchase Price within thirty (30) days after BNSF has given an Exercise Notice, then CITY and BNSF agree to share the cost of an independent third-party mediator selected by BNSF and reasonably approved by CITY who shall determine the Early Repurchase Price in accordance with the definitions and provisions contained herein and whose decision shall be final absent manifest error.
- (v) If BNSF exercises its Early Repurchase Right for a City Default, the Early Repurchase Price computed above shall be reduced by all costs and expenses incurred by BNSF in connection with such City Default and

Lease(s) terminations, including but not limited to all costs and expenses incurred in terminating the Lease(s) (including reasonable attorneys' fees), curing such City Default if BNSF elects to cure same (although BNSF has no obligation to cure same), reentering and repossessing the Land and/or Building, and the cost of any alterations and repairs deemed necessary by Lessor to restore the Building and/or Land to substantially the same condition as in existence at the Closing Date.

(f) End of Term Repurchase Right. In addition to BNSF's Early Repurchase Right, BNSF shall have the right and option ("**End of Term Repurchase Right**") to repurchase the Building from CITY upon expiration of the Land Lease Term (whether as a result of the expiration of the Land Lease Term thereunder or an early termination as provided therein, including an early termination as a result of the BNSF Premises Lease [assuming that BNSF exercises the BNSF Premises Lease Option] being terminated as a result of a Taking) ("**Land Lease Expiration**"). The purchase price to be paid by BNSF for the Building if BNSF exercises its End of Term Repurchase Right shall be One Dollar (\$1.00) ("**End-of-Term Repurchase Price**"). BNSF shall be deemed to have exercised its End of Term Repurchase Right unless BNSF has, on or before the expiration of the Land Lease Expiration, delivered written notice to CITY that BNSF does not desire to exercise its End of Term Repurchase Right.

(g) Closing. If BNSF exercises its Early Repurchase Right or its End of Term Repurchase Right as provided above, then the closing ("**Repurchase Closing**") of such repurchase will occur (i) sixty (60) days after the date the Exercise Notice was given by BNSF or such earlier date as may be specified by BNSF in the Exercise Notice, in the event of an exercise of the Early Repurchase Right, or (ii) on the date that the Land Lease Term expires in the event of an exercise of the End of Term Repurchase Right ("**Repurchase Closing Date**"). At the Repurchase Closing:

- (i) BNSF shall tender the Early Repurchase Price or the End of Term Repurchase Price, as applicable, to CITY;
- (ii) CITY shall deliver to BNSF a bill of sale, in form substantially the same as the Bill of Sale under which BNSF conveyed title to the Building to CITY, but with no Restrictions (as defined in the Bill of Sale attached hereto as **Exhibit "C"**) and provided that no encumbrance or other matter affecting title which was not an encumbrance on title when BNSF conveyed the Building to CITY shall be considered a Permitted Exception in the conveyance to BNSF. In addition to and not in limitation of the foregoing, the "As-Is" language contained in the second to last paragraph of the form of Bill of Sale attached hereto as **Exhibit "C"** shall be excluded and instead the CITY shall be bound to deliver the Building in the condition described immediately below;
- (iii) The Building shall be conveyed with all Building Renovations, if any, fully complete and in good repair and condition, subject to normal wear and tear;
- (iv) CITY shall assign and transfer all of its rights under any Warranties to BNSF;

- (v) CITY and BNSF shall execute such documents as are reasonably required by AMTRAK to confirm the AMTRAK Rights in the Building and the Land,
- (vi) BNSF and AMTRAK shall execute an amendment to the BNSF/AMTRAK Lease whereby the Building will be included as part of the property leased by BNSF to AMTRAK under the BNSF/AMTRAK Lease, and
- (vii) Taxes, utilities and other costs of operating the Building shall be prorated between the parties in the same general manner as such items were prorated or addressed in connection with the conveyance of the Building from BNSF to CITY under the terms hereunder.

(h) Without limitation to the provisions of **Section 15** below, all rights of BNSF hereunder with respect to the Early Repurchase Right and the End of Term Repurchase Right (collectively, the "**Repurchase Rights**") shall be subject to be binding upon any successor or assign of CITY, and shall inure to the benefit of all successors and assigns of BNSF. At Closing the parties shall execute and record a memorandum ("**Repurchase Rights Memorandum**") suitable for recording in the public records where the Building is located and sufficient to constitute constructive notice to all third parties of BNSF's rights hereunder with respect to the Repurchase Rights and otherwise in form reasonably satisfactory to both parties.

10. BNSF's Retained Rights. CITY hereby acknowledges that BNSF operates its railroad tracks directly adjacent to the Land and the Building. Without limitation to its rights under the BNSF Premises Lease (assuming that BNSF exercises the BNSF Premises Lease Option) or its retained rights under the Land Lease, BNSF reserves access rights across and to the Land and Building for emergency purposes as deemed necessary or advisable by BNSF, without charge and without notification to CITY.

11. Default/Remedies. Without limitation to the express remedies available under the Land Lease and the BNSF Premises Lease (assuming that BNSF exercises the BNSF Premises Lease Option), in the event either party breaches any of its obligations under this Contract, and such breach is not cured within thirty (30) days after written notice from the non-breaching party, the non-breaching party shall have all rights and remedies at law or in equity, including the right to seek specific performance; provided, however, in no event shall CITY have the right to terminate BNSF's right of possession under the BNSF Premises Lease (assuming that BNSF exercises the BNSF Premises Lease Option).

12. Authority. CITY represents and warrants to BNSF that it has the necessary capacity, right, power, and authority to enter into this Contract and that all of the obligations hereunder are enforceable and legally binding on the CITY and its successors. The person executing this Contract on behalf of the CITY represents and warrants that he or she is fully authorized to do so for and on behalf of the CITY. Likewise, BNSF represents and warrants to CITY that it has the necessary capacity, right, power, and authority to enter into this Contract and that all of the obligations hereunder are enforceable and legally binding on BNSF and its successors. The person executing this Contract on behalf of BNSF represents and warrants that he or she is fully authorized to do so for and on behalf of BNSF.

13. Survival. This Contract and the rights and obligations hereunder shall survive Closing, shall not be merged into the Bill of Sale, Land Lease, or BNSF Premises Lease Memorandum and shall be continuing in nature.

14. Notices. All notices, demands, consents, and reports provided for in this Contract shall be in writing and shall be given to CITY or BNSF at that address set forth below or at such other address as they individually may specify thereafter in writing:

CITY: City of Lawrence
City Hall, 6 East 6th Street
Lawrence, KS 66044
Attn: CITY Manager
Fax: (785)832-3405

BNSF: BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131
Attn: General Counsel
Fax: _____

With a copy to: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155-2670
Attn: Transaction Manager
Fax: _____

All notices required or permitted by this Contract shall be in writing and may be delivered in person (by hand or messenger or courier service) or may be sent by certified or registered mail or overnight express mail, with postage prepaid, or by telecopy transmission (if machine generated confirmation is generated with the transmission) and shall be deemed sufficiently given and served in a manner specified in this **Section 14**. Either party may, by written notice to the other, specify a different or additional address for notice purposes. A copy of all notices required or permitted to be given by either party hereunder shall be concurrently transmitted to such party or parties at such addresses as either may from time to time hereafter designate by written notice to the other party.

15. Miscellaneous. The provisions of this Contract shall be binding upon, and inure to the benefit of, BNSF and CITY and their respective successors and assigns. This Contract shall be governed by and construed in accordance with the internal laws of the State in which the Land is located, without reference to the conflicts of laws or choice of law provisions thereof. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. No amendment to, or waiver of any provision of, this Contract (together with its exhibits) shall be binding on any of the parties hereto unless such amendment or waiver is in writing and is executed by the party against whom enforcement of such amendment is sought. This Contract contains the entire agreement of the parties hereto with respect to the Building and Land and any other prior understandings or agreements are merged herein and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

16. Third Party Beneficiary. BNSF and CITY acknowledge and agree that AMTRAK is a third party beneficiary of **Sections 1(a)(iii); 9(b)(i); 2**; the second sentence of **5(a); 6(d)**; the first

sentence of **7(d); 8(a); 8(b); 8(d); 8(e); 9(c); 9(g)(v); and Section (f) of Exhibit "F"** of this Contract.

17. Operation Prior to Closing. Until Closing, BNSF agrees to maintain and operate the Building in substantially the same manner and with the same degree of care in its maintenance and operation as BNSF has previously exercised. If the Building, or any part thereof, shall be damaged or destroyed by casualty, BNSF shall promptly give notice of the same to the CITY. Upon the occurrence of any casualty that results in damages to the Building, either party shall have the right, at its option, to terminate the Contract by giving written notice thereof to the other party. If this Contract is not so terminated by either party, then this Contract shall continue in full force and effect.

[Signature Page and Exhibits Follow - The Balance of This Page Has Been Intentionally Left Blank]

Executed as of the Effective Date stated above.

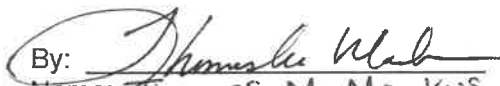
BNSF:

BNSF RAILWAY COMPANY,
a Delaware corporation

By: 
Name: Mark D. Ude
Title: Assistant Vice President
Corporate Real Estate Development

CITY:

CITY OF LAWRENCE,
a municipality formed under the laws of the
State of Kansas

By: 
Name: Thomas M. Markus
Title: City Manager

AMTRAK:

AMTRAK executes the Contract below to acknowledge the matters described in Section 6(d) and items (d), (e) and (f) on Exhibit "F", and AMTRAK agrees to fully cooperate and act reasonably and in good faith with both BNSF and CITY to achieve the objectives contemplated under said Section 6(d) and items (d), (e) and (f) on Exhibit "F".

NATIONAL RAILROAD PASSENGER CORPORATION d/b/a AMTRAK,
a District of Columbia corporation

By: 
Name: Bart Bush
Title: Vice President
Asset and Real Estate Development

Address: _____

Facsimile: _____

EXHIBIT "A"

Description of the Land and Building Footprint

[see attached]

Description for BNSF Depot Land Lease Boundary

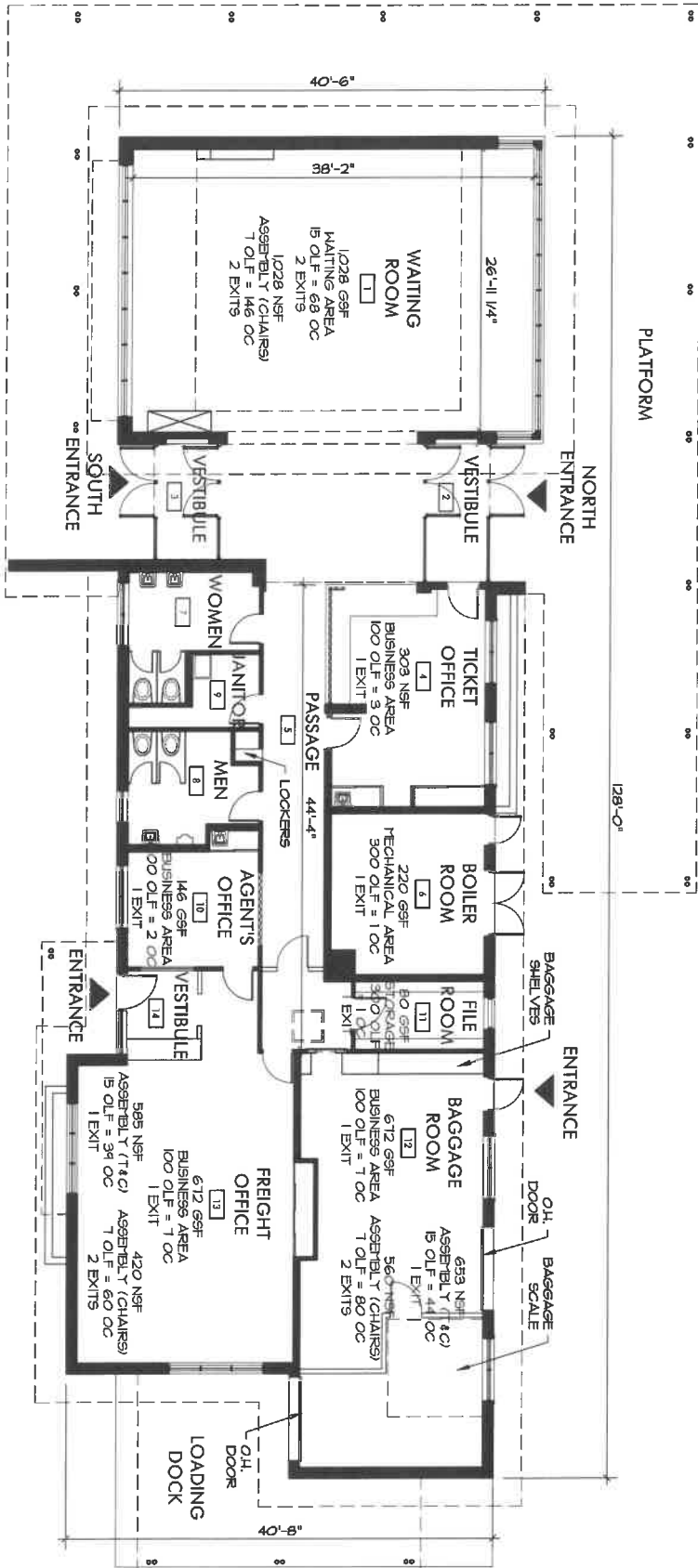
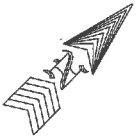
413 East 7th Street, Lawrence, Kansas 66044 (as defined by Drawing No. 46848)

Beginning at a Point 15.0 feet Southwesterly of the Centerline of the BNSF Railroad at BNSF Mile Post 26.42 thence South, 45 feet; thence West, 136 feet; thence South, 16 feet; thence West, 119 feet; thence North, 153 feet; thence West, 78 feet; thence North, 54 feet; thence Northwesterly, 151 feet; thence North, 76 feet; thence West, 130 feet; thence North, 173 feet to a point 15.0 feet Southwesterly of the Centerline of the BNSF Railroad; thence in a Southeasterly direction, 15.0 from and parallel with the Centerline of the BNSF Railroad, 760 feet more or less to the Point of Beginning; containing 84,379 Square Feet more or less

EXHIBIT A1.1

Depiction of Existing BNSF Premises

[see attached]



TOTAL BUILDING AREA = 4,670 SF
TOTAL FLOOR AREA = 4,324 SF

1 EXISTING/ORIGINAL FLOOR PLAN

3/92" = 1'-0"

Santa fe Station
413 E 7th Street
Lawrence, Kansas

Hernly
ASSOCIATES

878 Northeast
Lawrence, Kansas
785-746-4884
FAX 785-749-1515

PLAN

Date: 1/10/04
Drawn By:
Checked By:
Revisions:

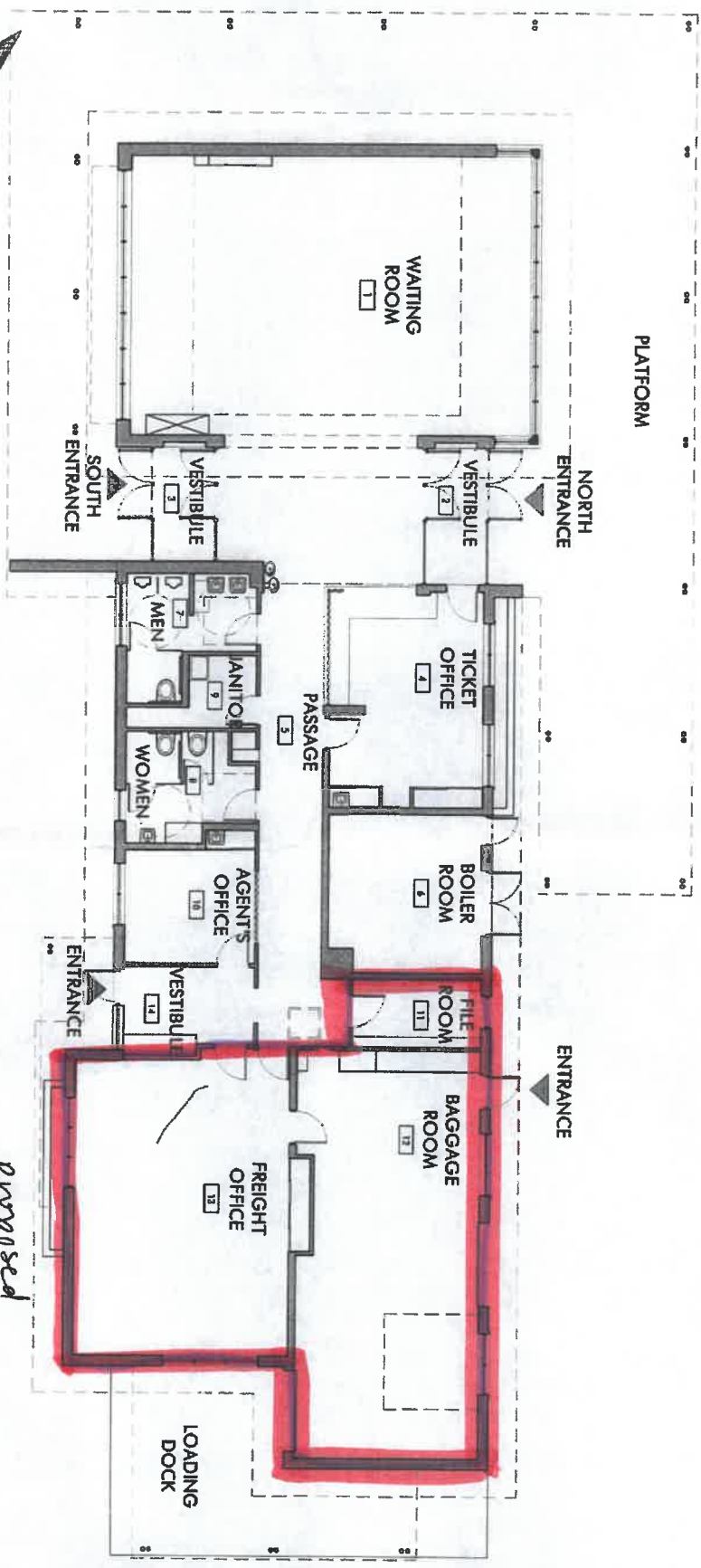
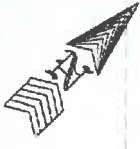
A1.1

EXHIBIT A1.2

Depiction of Remodeled BNSF Premises

[see attached]

1 PROPOSED FLOOR PLAN
3/22" = 1'-0"



*proposed
BMSF
over*

A1.2

PLAN	Date:	2/20/04
	Drawn by:	
	Checked by:	
	Reviewed:	

720 Massachusetts
Lawrence, Kansas
785.249.1504
FAX 785.249.1515

**Hernly
ASSOCIATES**

Santa fe Station
413 E 7th Street
Lawrence, Kansas

EXHIBIT "B"

[Intentionally Deleted]

EXHIBIT "C"

Bill of Sale (Improvements Only)

BNSF RAILWAY COMPANY, a Delaware corporation (formerly known as The Burlington Northern and Santa Fe Railway Company and successor by merger to The Atchison, Topeka and Santa Fe Railway Company), whose mailing address is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, hereinafter called "**Grantor**", in consideration of good and valuable consideration to it paid by the **CITY OF LAWRENCE**, a municipality formed under the laws of the State of Kansas, whose mailing address is City Hall, 6 East 6th Street, Lawrence, KS 66044, hereinafter called "**Grantee**", receipt of which is hereby acknowledged, has sold, assigned, transferred and delivered and by these presents does hereby sell, assign, transfer and deliver unto the Grantee, without any covenants of warranty whatsoever and without recourse to the Grantor, all its right, title and interest, if any, in and to the following described depot building consisting of one story and containing approximately 4,324 square feet (the "**Building**") located on that certain tract of land owned by Grantor ("**Land**"), with the Building more particularly described in **Exhibit "A"** hereto and the Building's footprint on the Land shown in **Exhibit "A"** hereto.

Grantor hereby expressly reserves fee simple title and all other right, title and interest and all appurtenant rights it has or may have in and to the Land, and the Land is not included in the conveyance hereunder, but pursuant to that certain land lease of even date herewith ("**Land Lease**"), Grantor is granting to Grantee a thirty (30) year lease, with automatic continuation on a month-to-month basis thereafter (subject to the termination rights contained therein) over the Land for the purposes stated therein.

Grantor's conveyance of the Building to Grantee is governed by that certain Conveyance Contract (Improvements Only) dated effective _____, 2017 (the "**Contract**").

Grantor's conveyance of the Building to Grantee is further subject to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, and the following restrictive covenants and covenants ("**Restrictions**") which shall perpetually apply to the Building:

- (a) Grantee may use the Building for the purpose of operating and maintaining the Building and for any other lawful purpose deemed appropriate by the Grantee provided such use does not interfere with Grantor's operations, the determination of what constitutes interference to be in Grantor's sole discretion (the "**Permitted Use**").
- (b) Grantor has certain rights to repurchase the Building as set forth in Section 9 of the Contract, including the right to repurchase the Building in the event Grantee desires to sell or transfer any interest therein, and any purported transfer by Grantee of any interest in the Building or any portion thereof shall be void and of no effect unless the provisions of said Section 9 have been complied with and Grantor has elected not to repurchase the Building pursuant to the provisions thereof.
- (c) Grantor has certain rights to lease a portion of the Building back from Grantee as set forth in Section 6(a) - (c) of the Contract.

(d) If Grantee proceeds to renovate the Building, Grantee shall comply with the terms and conditions of the Contract in connection with such renovations, all as more particularly described in the Contract.

The Restrictions shall touch, concern and run with and burden the Building and shall inure to the benefit of and be enforceable by Grantor and Grantor's successors and assigns. In the event Grantee or its successors or assigns violate or attempt to violate any of the provisions of the Restrictions, Grantor and its successors and assigns or other benefited parties may do any one or all of the following: (i) institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation, (ii) institute and prosecute any proceeding at law or in equity to recover monetary damages caused by such violation or attempted violation, and/or (iii) reenter the Building for condition broken and declare that title to the Building has irrevocably reverted to Grantor and Grantee acknowledges and agrees that in such event Grantee and its successors and assigns shall have forfeited all rights to the Building as a result of such violation. If requested by Grantor, Grantee shall execute a Bill of Sale to further evidence that the Building has reverted back to Grantor. The Restrictions shall apply in perpetuity, regardless of when or if the Building ceases to be used for the Permitted Use. No delay in enforcing the provisions of the Restrictions with respect to any breach or violation thereof shall impair, damage, or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. Each contract for sale, deed, deed of trust, or other instrument which may hereafter be executed with respect to the Building and/or any property situated within the Building shall be deemed to have been executed, delivered, and accepted subject to all of the provisions contained herein and all such provisions shall, without further action, be incorporated by reference therein, regardless of whether any such instrument specifically refers to or recites all or any part of the Restrictions. These Restrictions are for the sole benefit of Grantor and may be waived or terminated by Grantor as Grantor may desire in its sole discretion, but any such waiver or termination must be in writing and recorded in the public records to be effective.

Grantor and Grantee acknowledge that portions of the Land and Building are used by the National Railroad Passenger Corporation d/b/a Amtrak, a District of Columbia corporation ("**Amtrak**") for passenger rail operations (such portions of the Land and Building, together with other areas used exclusively by Amtrak located on or adjacent to the Land [e.g., passenger boarding platforms, connecting walkways, parking areas] being collectively referred to hereinafter as the "**Amtrak Premises**", which Amtrak Premises are as more particularly described in the BNSF/Amtrak Lease defined below) pursuant to that certain: (i) agreement between Amtrak and Burlington Northern Railroad Company ("**BNR**") and The Atchison, Topeka and Santa Fe Railway Company ("**ATSF**") (collectively, BNR and ATSF are predecessors-in-interest to Grantor), dated September 1, 1996, as amended ("**Operating Agreement**") and (ii) Lease Agreement between Amtrak and Grantor, dated June 15, 2010 (the "**BNSF/Amtrak Lease**"). The Operating Agreement and the BNSF/Amtrak Lease are referred to collectively as the "**BNSF/Amtrak Agreements**". The conveyance of the Building shall be subject to the rights of Amtrak and its successors and assigns under: (i) the BNSF/Amtrak Agreements and (ii) applicable federal law, including but not limited to the Rail Passenger Service Act, 49 U.S.C. §§ 24101 *et seq.*, to continue to use the Amtrak Premises for passenger rail operations ("**Amtrak Rights**"). Grantor and Grantee acknowledge and agree that Amtrak is a third party beneficiary of this paragraph and may enforce it.

The parties hereto acknowledge the possible existence of asbestos material in the Building. The parties further acknowledge the possibility that asbestos material may exist in other portions or locations in the building structures located on the Land. Grantee specifically

covenants and agrees that Grantor shall not be responsible or liable for the existence of any asbestos material or removal of such material from the Building or Land to be covered herein. Grantee specifically acknowledges and agrees that it shall not make any claim or assert any cause of action against Grantor as a result of the existence or presence of asbestos material. Grantee does hereby release Grantor from and against any claim, liability, cause of action or otherwise arising out of or in any manner connected with the presence or existence of asbestos material located anywhere within the Building to be conveyed herein including, but not limited to, any costs incurred by Grantee, in the removal of such asbestos material. Without limitation to the foregoing or anything else contained in this Contract, Grantee has been allowed to make an inspection of the Building and has knowledge as to the past use of the Building. Based upon this inspection and knowledge, and acknowledging that the Building is in need of substantial repair, Grantee accepts the Building on an **"AS-IS, WHERE-IS AND WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE POSSIBLE EXISTENCE OR PRESENCE OF ASBESTOS MATERIAL, THE CONSTRUCTION OR THE STRUCTURAL SOUNDNESS OF THE BUILDING. GRANTEE AGREES NOT TO SEEK RECOVERY FOR OR COLLECTION OF, NOR INSTITUTE ANY LITIGATION RELATED TO ANY RIGHTS, CAUSES OF ACTION, OR CLAIMS GRANTEE MAY HAVE AGAINST GRANTOR WHICH ARE IN ANY WAY RELATED TO OR ARISE OUT OF THE POSSIBLE EXISTENCE OF ASBESTOS MATERIAL IN THE BUILDING.** As a material consideration of Grantor's willingness to enter into this transaction, Grantee represents and warrants that **GRANTEE IS AWARE THAT GRANTEE IS ACQUIRING THE BUILDING ON AN "AS-IS, WHERE-IS AND WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE CONSTRUCTION OR STRUCTURAL SOUNDNESS OF THE BUILDING, THE POSSIBLE EXISTENCE OF ASBESTOS MATERIAL IN THE BUILDING AND THE ENVIRONMENTAL CONDITION OF THE BUILDING, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE BUILDING,** including (i) the physical condition of the Building and any defects thereof, (ii) the presence of any Hazardous Substances (as hereinafter defined) in the Building, (iii) the condition or existence of any of the above ground or underground structures or improvements in, on or under the Building, (iv) the condition of title to the Building, (v) the existence of any leases, easements or other agreements affecting the Building, (vi) the status of zoning, (vii) the tax consequences of this transaction, (viii) the compliance of the Building with any law, ordinance, regulation, decree or private restriction, or (ix) the availability of utilities to the Building. **GRANTOR EXPRESSLY DISCLAIMS ANY WARRANTIES FOR THE BUILDING, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO TITLE, MERCHANTABILITY, HABITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR CONFORMITY OF THE BUILDING TO ITS INTENDED USE. GRANTEE AGREES NOT TO SEEK RECOVERY FOR OR COLLECTION OF, NOR INSTITUTE ANY LITIGATION RELATED TO ANY RIGHTS, CAUSES OF ACTION, OR CLAIMS GRANTEE MAY HAVE AGAINST GRANTOR WHICH ARE IN ANY WAY RELATED TO OR ARISE OUT OF THE BUILDING. FURTHER, GRANTEE WAIVES, RELEASES AND DISCHARGES FOREVER GRANTOR AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSEES AND INVITEES (COLLECTIVELY, THE "GRANTOR PARTIES") FROM ANY AND ALL PRESENT OR FUTURE, KNOWN OR UNKNOWN, CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, THOSE IN CONTRACT, TORT AND STRICT LIABILITY), DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL AND PUNITIVE), LOSSES, INJURIES, LIABILITIES, COSTS (INCLUDING, BUT NOT LIMITED TO, FINES, PENALTIES, COURT COSTS AND ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO THE BUILDING, OR THE OPERATIONS OF GRANTOR, INCLUDING WITHOUT LIMITATION DERAILEMENTS OR OTHER ACCIDENTS**

OF A SIMILAR CATASTROPHIC NATURE, FROM VIBRATION OR OTHER ACTIVITIES OF GRANTOR IN THE ORDINARY COURSE OF ITS OPERATIONS (INCLUDING RAILROAD OPERATIONS), EVEN IF SUCH LOSS, DAMAGE OR CLAIM IS CAUSED BY THE NEGLIGENCE OF GRANTOR OR ANY OF THE GRANTOR PARTIES; PROVIDED, HOWEVER, THAT SUCH RELEASE SHALL NOT APPLY TO ANY LOSS, DAMAGE OR CLAIM: (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF GRANTOR OR A GRANTOR PARTY OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF GRANTOR OR A GRANTOR PARTY.

This instrument is executed by Grantor and accepted by Grantee subject to validly existing and enforceable rights, interests, and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed in Exhibit "B" hereto (herein called the "**Permitted Exceptions**").

[Signature page follows]

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, subject to the Restrictions and Permitted Exceptions.

IN WITNESS WHEREOF, Grantor and Grantee have hereby executed this Bill of Sale as of the ___ day of _____, 2017

GRANTOR:

BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

Address: 2500 Lou Menk Drive
Fort Worth, Texas 76131
Attn: General Counsel

GRANTEE:

CITY OF LAWRENCE
a municipality formed under the laws of the State of Kansas

By: _____
Name: _____
Title: _____

Address: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of BNSF Railway Company, a Delaware corporation, on behalf of said corporation.

Notary Public, State of _____

Notary's Typed or Printed Name

My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of _____, on behalf of said _____.

Notary Public, State of _____

Notary's Typed or Printed Name

My Commission Expires: _____

EXHIBIT "A" to
Bill of Sale (Improvements Only)

[to be attached prior to execution]

EXHIBIT "B" TO
Bill of Sale (Improvements Only)

Permitted Exceptions

1. Agreement between Amtrak and Burlington Northern Railroad Company ("**BNR**") and The Atchison, Topeka and Santa Fe Railway Company ("**ATSF**") (collectively, BNR and ATSF are predecessors-in-interest to Grantor), dated September 1, 1996, as may be amended from time to time.
2. Lease Agreement between Amtrak and Grantor, dated June 15, 2010, as may be amended from time to time.
3. The provisions of applicable federal law, including but not limited to the Rail Passenger Service Act, 49 U.S.C. §§ 24101 *et seq.*, to continue to use the AMTRAK Premises for passenger rail operations.
4. Definite Term Lease - Land by BNSF Railway Company, as lessor, and the CITY of Lawrence, Kansas, as lessee, with such lease dated effective as of _____, 20__.
5. BNSF Premises Lease Option Memorandum for space in the Building by the CITY of Lawrence, Kansas, as lessor, and BNSF Railway Company, as lessee.
6. Lease Agreement (City of Lawrence, Kansas Station) by the CITY of Lawrence, Kansas, as lessor, and Amtrak, as lessee, with such lease dated effective as of _____, 20__.
7. Any and all other restrictions, reservations, covenants, conditions, rights-of-way, easements, and encumbrances, whether of record or not, all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Building, and any other matters affecting the Building which would be disclosed by a physical inspection of the Building and/or the Land on which it is located or an accurate survey of the Building and/or the Land on which it is located.

EXHIBIT "D"

Land Lease

[see attached]

DEFINITE TERM LEASE LAND

THIS DEFINITE TERM LEASE FOR LAND ("**Land Lease**") is made to be effective as of the _____ day of _____, 2017 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**") and the **CITY OF LAWRENCE**, a municipality formed under the laws of the State of Kansas ("**CITY**").

RECITALS

A. BNSF owns or controls (i) certain land, together with parking and parking-related improvements located thereon, situated at or near the railway station of Lawrence, County of Douglas, State of Kansas, Line Segment 7101-1, Mile Post 26.50 as shown on the attached Drawing No. 46848, dated 01/20/2016, as revised 3/07/2016, attached hereto as **Exhibit "A"** and incorporated herein by this reference ("**Land**"), and (ii) certain other improvements located on the Land consisting of that certain depot building (the "**Building**") consisting of one story and containing approximately 4,324 square feet, the footprint of which is located within a portion of the Land as shown on **Exhibit "A"**.

B. BNSF and CITY acknowledge that portions of the Land and Building are used by the National Railroad Passenger Corporation d/b/a AMTRAK, a District of Columbia corporation (together with its successors and assigns, collectively referred to hereinafter as "**AMTRAK**") for passenger rail operations (such portions of the Land and Building, together with other areas used exclusively by AMTRAK located on or adjacent to the Land [e.g., passenger boarding platforms, connecting walkways, parking areas] being collectively referred to hereinafter as the "**AMTRAK Premises**", which AMTRAK Premises are as more particularly described in the BNSF/AMTRAK Lease defined below) pursuant to that certain: (i) agreement between AMTRAK and Burlington Northern Railroad Company ("**BNR**") and The Atchison, Topeka and Santa Fe Railway Company ("**ATSF**") (collectively, BNR and ATSF are predecessors-in-interest to BNSF), dated September 1, 1996, as amended ("**Operating Agreement**") and (ii) Lease Agreement between AMTRAK and BNSF, dated June 15, 2010 (the "**BNSF/AMTRAK Lease**"). The Operating Agreement and the BNSF/AMTRAK Lease are referred to hereinafter collectively as the "**BNSF/AMTRAK Agreements**".

C. In connection with certain economic development objectives, the CITY desires to acquire the Building from BNSF, and BNSF is agreeable to conveying the Building to the CITY, subject to certain terms and conditions. Accordingly, the CITY and BNSF have entered into that certain Conveyance Contract (Improvements Only) ("**Contract**") dated effective _____, 2017.

D. If the conveyance of the Building from BNSF to the CITY proceeds to closing ("**Closing**") as described in the Contract, as part of the Closing deliveries BNSF and the CITY will simultaneously execute this Land Lease [attached to the Contract in the form of Exhibit "D"] under which BNSF (as lessor), will lease the Land underlying the Building to the CITY (as lessee), subject to the BNSF/AMTRAK Agreements.

AGREEMENTS

In consideration of the mutual covenants herein, BNSF and CITY hereby agree as follows:

Section 1. Lease and Term.

A. BNSF leases to CITY and CITY rents the Land from BNSF, subject to the covenants, agreements, terms, provisions and conditions of this Land Lease, for the Term (as defined below).

B. Unless earlier terminated as hereinafter provided, this Land Lease shall commence on the Closing Date (as defined in the Contract) of the conveyance of the Building from BNSF to the CITY under the

Contract (the "**Commencement Date**") and continue in force for the term of thirty (30) years ("**Initial Term**"). Thereafter, the term of this Land Lease shall then automatically continue on a month-to-month basis until terminated by BNSF giving to CITY thirty (30) days' written notice of its desire to terminate the same. Upon the expiration of the time specified in such notice, this Land Lease and all rights of CITY shall absolutely cease. The Initial Term, together with any month-to-month continuation after the conclusion of the Initial Term, is sometimes referred to hereinafter collectively as the "**Term**".

C. Each consecutive twelve-month period during the Term, beginning with the Effective Date of this Land Lease, is herein called a "**Lease Year**."

Section 2. Early Termination/Requirements on Termination.

A. Notwithstanding the Term described above, this Land Lease shall terminate at such time as any of the following may occur ("**Termination Events**"):

- i. BNSF closes the repurchase of the Building pursuant to an Early Repurchase Right under the Contract (as set forth and defined therein), in which case this Land Lease shall terminate as of the closing of the repurchase transaction; and/or
- ii. BNSF shall require the Land (or any portion thereof) for railroad purposes or activities and delivers written notice thereof ("**Termination Notice**") to CITY, in which case this Land Lease shall terminate effective as to the Land (or such portion thereof as is described in the Termination Notice) as of the date which is 180 days after the Termination Notice has been sent.

B. In any case, upon expiration of the Term hereunder, CITY shall have no right to remove any portion of the Building, the Building Renovations (as hereinafter defined) or any other improvements on the Land, but instead shall relinquish possession of the Land to BNSF, including possession of the Building, with all Building Renovations completed and in good condition and repair, less ordinary wear and tear. In the event of any alteration or other condition caused to the Land by CITY and not contemplated under the Building Renovations or otherwise pursuant to the express terms of this Land Lease, CITY shall restore the Land to substantially the state and environmental condition in which it was prior to the creation of such other alterations or conditions. CITY may remove its own equipment or moveable fixtures which are capable of being removed without damage to the Building or Building Renovations (the "**Removables**"), all of which Removables shall be removed by CITY upon such termination at CITY's expense without further compensation from BNSF. Notwithstanding the foregoing, however, the parties acknowledge and agree that the Removables shall not include those items listed in Exhibit "C" (the "**Excluded Personal Property**") attached hereto and incorporated herein by this reference.

C. If BNSF has exercised any Repurchase Right under the Contract (as defined therein) which causes or is a result of a Termination Event (or is triggered by the expiration of the Term as scheduled), then both parties shall fully perform their respective obligations under the Contract in connection with such repurchase.

Section 3. Use and Compliance.

A. For the portions of the Land that are already leased from BNSF to AMTRAK pursuant to the BNSF/AMTRAK Agreements, CITY expressly acknowledges and agrees that this Land Lease is subject and subordinate to the BNSF/AMTRAK Agreements for such Land portions. CITY may use the Land for the purpose of operating and maintaining the Building and for any lawful purpose deemed appropriate by the CITY provided, such use does not interfere with AMTRAK's operations or BNSF's operations, the determination of what constitutes interference being in AMTRAK's or BNSF's sole and absolute discretion, respectively.

Pursuant to the terms of the Contract, CITY may undertake a complete renovation of the Building and associated improvements, including without limitation installation of a geothermal heating/cooling system for the Building (referred to in the Contract and herein collectively as the "**Building Renovations**"). CITY shall not use the Land for any other purposes without the prior written consent of AMTRAK and BNSF. As set forth in the Contract, CITY shall have no rights to use BNSF's microwave tower (the "**Tower**") situated on the Land and/or Building. This Land Lease shall not grant CITY any right to cross any of BNSF's railroad tracks located directly adjacent to the Land.

B. CITY shall comply with all Laws applicable to CITY, this Land Lease and CITY's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance, including compliance with the Americans with Disabilities Act of 1990, as amended, and the regulations promulgated thereunder (collectively, "**ADA**"). As used herein, the term "**Laws**" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over CITY, the Land, this Land Lease, and/or CITY's obligations under this Land Lease, and shall include all Environmental Laws (as defined in **Section 5(A)**) and the ADA.

C. If any governmental license or permit is required or desirable for the proper and lawful conduct of CITY's business or other activity in or on the Land, or if the failure to secure such a license or permit might in any way affect BNSF, then CITY, at CITY's expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by BNSF. CITY, at CITY's expense, shall at all times comply with the requirements of each such license or permit.

D. In addition to and not in limitation of anything contained in this Land Lease, CITY expressly acknowledges and agrees that its rights with respect to the Land are subject to AMTRAK's rights under applicable federal law, including but not limited to the Rail Passenger Service Act, 49 U.S.C. §§ 24101 *et seq.*, to continue to use the AMTRAK Premises for passenger rail operations (referred to in the Contract and herein collectively as the "**AMTRAK Rights**").

Section 4. Rent.

As of the Effective Date, CITY is paying to BNSF a one time fee of \$100.00 as rent (the "**Base Rent**") for the Land for the entire Term. BNSF hereby acknowledges its receipt of the Base Rent and that no further rental payments will be due from CITY during the Term.

Section 5. Environmental.

A. CITY shall strictly comply with all federal, state and local environmental laws and regulations in its occupation and use of the Land, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Clean Air Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). CITY shall not maintain any treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws, on the Land. CITY shall not release or allow the release of oil or hazardous substances, as defined by Environmental Laws, on or about the Land.

B. CITY shall give BNSF immediate notice to BNSF's Resource Operations Center at (800) 832-5452 of any known release of hazardous substances on or from the Land and to BNSF's Manager Environmental Leases at (785) 435-2386 for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to CITY's use of the Land. CITY shall use its best efforts to promptly respond to any release on or from the Land. CITY also shall give BNSF's Manager Environmental Leases immediate notice of all measures undertaken on behalf of CITY to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to BNSF's

Manager Environmental Leases copies of all reports and/or data regarding any investigations or remediations of the Land.

C. In the event that BNSF has notice from CITY or otherwise of a release or violation of Environmental Laws on the Land which occurred or may occur during the Term, BNSF may require CITY, at CITY's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Land or BNSF's right-of-way.

D. CITY shall promptly report to BNSF in writing any conditions or activities upon the Land which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that CITY's reporting to BNSF shall not relieve CITY of any obligation whatsoever imposed on it by this Land Lease. CITY shall promptly respond to BNSF's request for information regarding said conditions or activities.

E. Hazardous Materials are not permitted on the Land except as otherwise described herein. CITY expects to use on the Land the following Hazardous Materials: NONE, and to store on the Land the following Hazardous Materials (as defined in **Section 5(F)** below): NONE; provided, however, that CITY may only use and store the listed Hazardous Materials in such amounts as are necessary and customary in CITY's industry for the permitted uses hereunder ("**Permitted Substances**"). All such Permitted Substances shall be placed, used, and stored in strict accordance with all Environmental Laws. Use or storage on the Land of any Hazardous Materials not disclosed in this **Section 5(E)** is a breach of this Land Lease.

F. For purposes of this Section, "**Hazardous Materials**" means all materials, chemicals, compounds, or substances (including without limitation asbestos, petroleum products, and lead-based paint) identified as hazardous or toxic under Environmental Laws.

G. BNSF may, at its option prior to termination of this Land Lease, require CITY to conduct an environmental audit ("**Exit Audit**") of the Land through an environmental consulting engineer acceptable to BNSF, at CITY's sole cost and expense, to determine if any noncompliance or environmental damage to the Land has occurred during CITY's occupancy thereof. The Exit Audit shall be conducted to BNSF's satisfaction and a copy of the audit report shall promptly be provided to BNSF for its review. CITY shall pay all expenses for any remedial action that may be required as a result of said Exit Audit to correct any noncompliance or environmental damage, and all necessary work shall be performed by CITY prior to termination of this Land Lease.

H. Notwithstanding the foregoing or anything contained to the contrary in this Land Lease, except to the extent caused, aggravated or contributed by CITY or its officers, directors, shareholders, employees, agents, licensees and invitees, CITY shall not be responsible for any Pre-Existing Conditions (as defined below) in or on the Building. For purposes of this Land Lease, "**Pre-Existing Condition(s)**" shall mean any noncompliance or environmental condition(s) in, on or under the Land that CITY can demonstrate, to BNSF's reasonable sole satisfaction, existed prior to CITY's use and occupancy of the Land.

Section 6. Intentionally deleted.

Section 7. Access to Land by BNSF; AMTRAK.

A. BNSF and its contractors, agents and other designated third parties may at all reasonable times and at any time in case of emergency, in such manner as to not unreasonably interfere with CITY's use of the Land as allowed hereunder, (i) enter the Land for inspection of the Land or to protect the BNSF's interest in the Land or to protect from damage any property adjoining the Land (which includes, without limitation, BNSF's railroad tracks which run adjacent to the Land), (ii) enter the Land to construct, maintain, and operate trackage, fences, pipelines, communication facilities, fiber optic lines, wireless towers, telephone, power or other

transmission lines, or appurtenances or facilities of like character, upon, over, across, or beneath the Land, without payment of any sum for any damage, including damage to growing crops, (iii) take all required materials and equipment onto the Land, and perform all required work therein, for the purpose of making alterations, repairs, or additions to the Land as BNSF may elect if CITY defaults in its obligation to do so, (iv) enter the Land to show the Land to holders of encumbrances on the interest of BNSF in the Land, or to prospective purchasers or mortgagees of the Land, (v) during the twelve (12) months prior to expiration of the Term, exhibit the Land to prospective lessees, and BNSF or its broker may place signage on the Land to advertise that the same is available for lease or sale, and all such entries and activities shall be without any rebate of rent to CITY for any loss of occupancy of the Land, or damage, injury or inconvenience thereby caused.

B. CITY hereby specifically acknowledges and agrees that BNSF shall have the right at all times to come onto the Land for purposes of accessing the Tower located on the Land and/or Building. CITY shall in no way interfere with BNSF's use of the Tower.

C. For purposes stated in this **Section 7**, BNSF will at all times have keys with which to unlock all of the doors and gates on the Land, and CITY will not change or alter any lock thereon without BNSF's permission.

D. In an emergency, BNSF will be entitled to use any and all means that BNSF may deem proper to open doors, gates, and other entrances to obtain entry to the Land. Any entry to the Land by BNSF as described in this **Section 7** shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Land, or any eviction of CITY from the Land, and any damages caused on account thereof will be paid by CITY.

E. AMTRAK, its employees, agents, licensees, contractors, passengers and invitees shall also have the right to enter the Land for purposes of accessing and using the Building and the Platform (as hereinafter defined) pursuant to the terms of the Station Lease (as defined in the Contract), the Operating Agreement and the BNSF/AMTRAK Lease.

Section 8. Warranties.

Without limitation to the provisions in the Contract, **LESSOR DOES NOT WARRANT ITS TITLE TO THE LAND NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.** This Land Lease is made subject to all outstanding rights or interests of others, including but not limited to the BNSF/AMTRAK Agreements and the AMTRAK Rights. If the Land is subsequently found to be subject to prior claim, this Land Lease shall terminate immediately on notice to that effect from BNSF. CITY accepts this Land Lease subject to that possibility and its effect on CITY's rights and ownership of the CITY Improvements. In case of eviction of CITY by anyone other than BNSF, or anyone owning or claiming title to or any interest in the Land, BNSF shall not be liable to CITY for damage of any kind (including any loss of ownership right to CITY's Improvements) or to refund any rent paid hereunder, except to return the unearned portion of any rent paid in advance.

Section 9. Land Condition; CITY Improvements.

A. Without limitation to the provisions in the Contract, subject to the provisions of **Section 5.H** above regarding Pre-Existing Conditions, CITY represents that the Land, the title thereto, any subsurface conditions thereof, and the present uses thereof have been examined by the CITY. CITY accepts the same in the condition in which they now are, without representation or warranty, expressed or implied, in fact or by law, by the BNSF, and without recourse to the BNSF as to the title thereto, the nature, condition or usability thereof, or the uses to which the Land may be put. By taking possession or commencing use of the Land, CITY (i)

acknowledges that it is relying on its own inspections of the Land and not on any representations from BNSF regarding the Land; (ii) establishes conclusively that the Land is at such time in satisfactory condition and in conformity with this Land Lease and all zoning or other governmental requirements in all respects; and (iii) accepts the Land in its condition as of the Effective Date on an "**AS IS,**" "**WHERE IS,**" and "**WITH ALL FAULTS**" basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this **Section 9** affects the commencement of the Term or the obligation of CITY to pay rent as provided above. CITY represents and warrants to BNSF as follows: (i) CITY does not intend to, and will not, use the Land for any purpose other than as set forth in **Section 3**; (ii) CITY has previously disclosed in writing to BNSF all special requirements (but BNSF shall have no responsibility relative to any such special requirement), if any, which CITY may have in connection with this intended use; and (iii) CITY has undertaken and has reasonably and diligently completed all appropriate investigations regarding the suitability of the Land for CITY's intended use. CITY shall comply with any covenants, conditions or restrictions now or hereafter affecting the Land, and acknowledges that BNSF may place any covenants, conditions or restrictions of record affecting the Land prior to or during the Term. In such event, this Land Lease will be subject and subordinate to all of the same without further action by either party, including, without limitation, the execution of any further instruments. CITY acknowledges that BNSF has given material concessions for the acknowledgements and provisions contained in this **Section 9**, and that BNSF is relying on these acknowledgements and agreements and would not have entered into this Land Lease without such acknowledgements and agreements by CITY. Notwithstanding the foregoing, if such covenants, conditions or restrictions unreasonably interfere with CITY's use of the Land for the purpose set forth in **Section 3**, in CITY's reasonable discretion, CITY may, upon written notice to BNSF, terminate this Land Lease.

B. If CITY proceeds with Building Renovations, CITY covenants and agrees it will complete the Building Renovations to the Building in accordance with the provisions of the Contract as referenced in Section 3 above. However, no other new improvements are permitted unless approved by BNSF in its sole discretion, and CITY represents that no other improvements are necessary for CITY's use of the Land. CITY hereby represents and warrants that it shall not construct or install any other improvements on the Land during the Term without the advance written approval of BNSF, which approval may be withheld in BNSF's sole discretion. CITY shall have no right to demolish or remove any existing improvements (including the Building) on the Property during the Term or upon expiration thereof.

Section 10. Taxes and Utilities.

A. In addition to Base Rent, CITY shall pay all taxes, utilities, and other charges of every kind and character, whether foreseen or unforeseen, ordinary or extraordinary, which are attributable to the Term of this Land Lease and may become due or levied against the Land, against CITY, against the business conducted on the Land or against the CITY Improvements placed thereon during the Term hereof, even though such taxes, utilities or other charges may not become due and payable until after termination of this Land Lease. Payment of taxes for any tax year which includes periods before the Term shall be handled as set forth in the Contract. CITY agrees that BNSF shall not be required to furnish to CITY any utility or other services.

B. Without limitation to CITY's obligation to pay taxes as required, should the Land be subject to special assessment for public improvements, CITY shall be responsible for such special assessments in the same manner as other taxes above.

Section 11. Track Clearance.

A. There currently exists a platform ("**Platform**") extending from the Building to the edge of BNSF's railroad tracks adjacent to the Land and this Platform has been approved by BNSF. Aside from maintaining the Platform as a part of the Building as it is currently situated, CITY shall not place, permit to be placed, or allow to remain, any permanent or temporary material, structure, pole, or other obstruction within (i) 8½ feet laterally from the centerline of any of BNSF's Tracks on or about the Land (nine and one-half (9-1/2) feet on

either side of the centerline of any of BNSF's Tracks which are curved) or (ii) 24 feet vertically from the top of the rail of any of BNSF's Tracks on or about the Land ("**Minimal Clearances**"); provided that if any law, statute, regulation, ordinance, order, covenant or restriction ("**Legal Requirement**") requires greater clearances than those provided for in this **Section 11**, then CITY shall strictly comply with such Legal Requirement. However, vertical or lateral clearances which are less than the Minimal Clearances but are in compliance with Legal Requirements will not be a violation of this **Section 11**, so long as CITY strictly complies with the terms of any such Legal Requirement and posts a sign on the Land clearly noting the existence of such reduced clearance. Any such sign shall be painted with black and white reflective paint.

B. BNSF's operation over any BNSF's Track on or about the Land with knowledge of an unauthorized reduced clearance will not be a waiver of the covenants of CITY contained in this **Section 11** or of BNSF's right to recover for and be indemnified and defended against such damages to property, and injury to or death of persons, that may result therefrom.

Section 12. Repairs; Maintenance.

A. CITY shall, at its sole expense, take good care of the Land and shall not do or suffer any waste with respect thereto and CITY shall promptly make all necessary or desirable Repairs to the Land. The term "**Repairs**" means all reasonable repair and maintenance necessary to keep the Land in good condition and includes, without limitation, replacements, restoration and renewals when necessary. CITY shall keep and maintain any paved areas, sidewalks, curbs, parking lots, landscaping and lawn areas in a clean and orderly condition, and free of accumulation of dirt and rubbish.

B. BNSF shall not have any liability or obligation to furnish or pay for any services or facilities of whatsoever nature or to make any Repairs or alterations of whatsoever nature in or to the Land, including but not limited to structural repairs, or to maintain the Land in any manner. CITY acknowledges that BNSF shall have no responsibility for management of the Land.

Section 13. Safety; Dangerous and Hazardous Conditions.

It is understood by CITY that the Land may be in dangerous proximity to railroad tracks, including BNSF's Tracks, and that persons and property, whether real or personal, on the Land will be in danger of injury, death or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including sight clearance or vision obstruction problems at grade crossings on or adjacent to the Land), and CITY accepts this Land Lease subject to such dangers, and acknowledges that its indemnification obligations hereunder extend to and include all such risks.

Section 14. Indemnity.

A. TO THE EXTENT PERMITTED BY LAW, LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS LAND LEASE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS;**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LAND LEASE;**
- (iii) LESSEE'S OCCUPATION AND USE OF THE LAND;**
- (iv) SUBJECT TO THE PROVISIONS OF SECTION 5.H ABOVE REGARDING PRE-EXISTING CONDITIONS, THE ENVIRONMENTAL CONDITION AND STATUS OF THE LAND CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR**
- (v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF AN INDEMNITEE.

B. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 14A, SUBJECT TO THE PROVISIONS OF SECTION 5.H ABOVE REGARDING PRE-EXISTING CONDITIONS, LESSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT BNSF IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE LAND FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LESSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LESSEE FURTHER AGREES THAT THE USE OF THE LAND AS CONTEMPLATED BY THIS LAND LEASE SHALL NOT IN ANY WAY SUBJECT LESSOR TO CLAIMS THAT LESSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. SUBJECT TO THE PROVISIONS OF SECTION 5.H ABOVE REGARDING PRE-EXISTING CONDITIONS, IN NO EVENT SHALL LESSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE LAND.

C. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LESSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

D. Upon written notice from BNSF, CITY agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Land Lease for which CITY has an obligation to assume liability for and/or save and hold harmless any Indemnatee. CITY shall

pay all costs incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 15. Equal Protection.

It is agreed that the provisions of **Sections 11, 13, and 14** are for the equal protection of other railroad companies, including, without limitation, AMTRAK, permitted to use BNSF's property, and such railroad companies shall be deemed to be included as Indemnitees under **Sections 11, 13, and 14.**

Section 16. Assignment and Sublease.

A. CITY shall not (i) assign or otherwise transfer this Land Lease or any interest herein, or (ii) sublet the Land or any part thereof, without, in each instance, obtaining the prior written consent of BNSF, which consent may be withheld in BNSF's sole and absolute discretion. Any person or legal representative of CITY, to whom CITY's interest under this Land Lease passes by operation of law, or otherwise, will be bound by the provisions of this Land Lease.

B. Any assignment, lease, sublease or transfer made pursuant to **Section 16(A)** may be made only if, and shall not be effective until, the assignee cures all outstanding defaults of CITY hereunder and executes, acknowledges and delivers to BNSF an agreement, in form and substance satisfactory to BNSF, whereby the assignee assumes the obligations and performance of this Land Lease and agrees to be personally bound by and upon all of the covenants, agreements, terms, provisions and conditions hereof on the part of CITY to be performed or observed. CITY covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Land Lease, and notwithstanding the acceptance of rent by BNSF from an assignee or transferee or any other party, CITY will remain fully and primarily liable along with the assignee for the payment of the rent due and to become due under this Land Lease and for the performance of all of the covenants, agreements, terms, provisions, and conditions of this Land Lease on the part of CITY to be performed or observed.

Section 17. Liens.

CITY shall promptly pay, discharge and release of record any and all liens, charges and orders arising out of any construction, alterations or repairs, suffered or permitted to be done by CITY on the Land. BNSF is hereby authorized to post any notices or take any other action upon or with respect to the Land that is or may be permitted by law to prevent the attachment of any such liens to the Land; provided, however, that failure of BNSF to take any such action shall not relieve CITY of any obligation or liability under this Section or any other Section of this Land Lease.

Section 18. Insurance.

The City of Lawrence, Kansas self-funds its assumed liabilities, including but not limited to bodily injury, motor vehicle and property damage. The City's self-funding arrangement is in accordance with K.A.R. 28-29-19.

Nothing herein shall be deemed a waiver of any rights and/or defenses provided by law including, but not limited to, the Kansas Torts Claim Act; K.S.A. 75-6101 et seq. and the Notice of Claim Statute; K.S.A. 12-105b.

Finally, the City of Lawrence, Kansas is self-insured for the purposes of workers' compensation pursuant to permit 873 issued by the State of Kansas, Department of Labor, Office of Workers Compensation.

CITY shall cause its contractor ("**Contractor**") to, at its sole cost and expense, procure and maintain during the life of this Land Lease the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000, but in no event less than the amount otherwise carried by CITY. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railroad.
- ◆ Additional insured endorsement in favor of and acceptable to Railroad and Jones Lang LaSalle Brokerage, Inc.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railroad** employees.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railroad**.
- ◆ Additional insured endorsement in favor of and acceptable to **Railroad**.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ CITY's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railroad**.

D. If construction is to be performed on the Land by CITY, CITY or CITY's contractor shall procure Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the BNSF prior to performing any work or services under this Land Lease.
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

Other Requirements:

All policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

CITY agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or through policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. CITY further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under CITY's care, custody or control.

CITY is allowed to self-insure without the prior written consent of **Railroad**. Any self-insured retention or other financial responsibility for claims shall be covered directly by CITY in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this Land Lease, be covered by CITY's insurance will be covered as if CITY elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to accessing the Land, CITY shall furnish to **Railroad** an acceptable certificate(s) of self-insurance.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the Land is located.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be contracted by CITY, CITY shall require that the contractor shall provide and maintain insurance coverages as set forth herein, naming **Railroad** as an additional insured, and shall require that the contractor shall release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as CITY is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railroad** to terminate this Land Lease immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of CITY's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by CITY shall not be deemed to release or diminish the liability of CITY including, without limitation, liability under the indemnity provisions of this Land Lease.

For purposes of this section, **Railroad** shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Section 19. Water Rights and Use of Wells.

This Land Lease does not grant, convey or transfer any right to the use of water under any water right owned or claimed by the BNSF which may be appurtenant to the Land. All right, title, and interest in and to such water is expressly reserved unto BNSF, and the right to use same or any part thereof may be obtained only by the prior written consent of the BNSF. Except for groundwater monitoring wells required by governmental authorities to be installed, if any, CITY shall not use, install or permit to be installed or used any wells on the Land without the prior written consent of BNSF.

Section 20. Default.

A. An "Event of Default" shall have occurred hereunder during the Term if any of the following shall occur:

(i) if CITY fails to perform, comply with or observe any agreement, obligation or undertaking of CITY in this Land Lease (other than a monetary obligation), and such failure continues for a period of ninety (90) days after CITY receives written notice from the BNSF specifying the failure; provided, however, that if such failure cannot be reasonably cured within such ninety (90) day period, CITY shall not be deemed to be in default hereunder if CITY commences such cure within said ninety (90) day period and thereafter diligently pursues such cure to completion.;

(ii) if CITY fails to pay rent or any other monetary payment hereunder when due or fails to perform any other obligations under this Land Lease and such failure continues thirty (30) days after written notice from BNSF to CITY of CITY's failure to make such payment or perform such obligations;

(iii) if a decree or order of a court having jurisdiction over the Land for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over CITY or over all or a substantial part of the property of CITY shall be entered; or if CITY becomes insolvent or makes a transfer in fraud of creditors; or an interim receiver, trustee or other custodian of CITY or of all or a substantial part of the property of CITY shall be appointed or a warrant of attachment, execution, or similar process against any substantial part of the property of CITY shall be issued and any such event shall not be stayed, dismissed, bonded or discharged within thirty (30) days after entry, appointment or issuance;

(iv) if the Land is abandoned or vacated by CITY; or

(v) if there is an event of default by CITY (after applicable cure periods) under the Contract.

B. If an Event of Default occurs as provided above, BNSF may, at its option, (i) terminate this Land Lease by serving five (5) days notice in writing upon CITY, in which event CITY shall immediately surrender

possession of the Land to BNSF (together with the Building thereon with all Building Renovations and without any obligation of BNSF to pay CITY any amount with respect thereto), without prejudice to any claim for arrears of rent or breach of covenant, or (ii) proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by CITY of the applicable provisions of this Land Lease or to recover damages for a breach thereof. The foregoing rights and remedies given to BNSF are and shall be deemed to be cumulative and the exercise of any of them shall not be deemed to be an election excluding the exercise by BNSF at any time of a different or inconsistent remedy. If, on account of breach or default by CITY of any of CITY's obligations hereunder, it shall become necessary for the BNSF to employ an attorney to enforce or defend any of BNSF's rights or remedies hereunder, then, in any such event, any reasonable amount incurred by BNSF for reasonable attorneys' fees shall be paid by CITY. Any waiver by BNSF of any default or defaults of this Land Lease or any delay of BNSF in enforcing any remedy set forth herein shall not constitute a waiver of the right to pursue any remedy at a later date or terminate this Land Lease for any subsequent default or defaults, nor shall any such waiver in any way affect BNSF's ability to enforce any Section of this Land Lease. The remedies set forth in this Section shall be in addition to, and not in limitation of, any other remedies that BNSF may have at law or in equity, and the applicable statutory period for the enforcement of a remedy will not commence until BNSF has actual knowledge of a breach or default.

Section 21. Survival of Obligations.

Notwithstanding any expiration or other termination of this Land Lease, all of CITY's obligations that have accrued but have not been satisfied under this Land Lease prior to the termination date shall survive such termination.

Section 22. Holding Over.

If CITY fails to surrender the Land to BNSF upon the expiration of the Term or upon any other termination of this Land Lease, and BNSF does not consent in writing to CITY's holding over, then such holding over will be deemed a month-to-month tenancy. CITY's holdover will be subject to all provisions of this Land Lease.

Section 23. Multiple Party CITY.

In the event that CITY consists of two or more parties, all the covenants and agreements of CITY herein contained shall be the joint and several covenants and agreements of such parties.

Section 24. Damage or Destruction.

If the whole or any part of the Building on the Land shall be destroyed or damaged by fire or other casualty, then the CITY shall, at the CITY's sole cost and expense, promptly restore, rebuild and repair the Building (and all associated improvements) to the same condition as existed prior to such casualty, using all diligent efforts to complete same as soon as possible.

Section 25. Eminent Domain.

If any part of the Building and/or Land is taken by a public authority (other than CITY) under the power of condemnation or eminent domain or by purchase in lieu thereof (a "**Taking**") to such an extent that the Building and Land cannot reasonably be restored to a functional and complete unit of substantially similar quality and character as existed prior to the Taking (a "**Full Taking**"), then this Land Lease shall terminate. All awards, proceeds, compensation or other payments from or with respect to any Taking ("**Condemnation Proceeds**") shall be split between the CITY and BNSF as follows: BNSF shall receive a portion of all Condemnation Proceeds for the Taking of the Building and Land equal to the Applicable Amount (as hereinafter defined) and the CITY shall retain the balance. As used herein, the BNSF's "**Applicable Amount**"

shall mean the greater of: (i) a fraction, the numerator of which is the number of months which have elapsed in the Term and the denominator of which is the total number of months in the Term, multiplied by the amount of Condemnation Proceeds, or (ii) the total available Condemnation Proceeds, less an amount equal to the Early Repurchase Price that BNSF would have paid under the Contract if it had exercised an Early Repurchase Right thereunder with an Early Repurchase Closing on the date of the Taking. In addition to the above, in such event BNSF shall have the right to repurchase whatever portion of the Building that remains pursuant to BNSF's End of Term Repurchase Right as defined and described in the Contract.

Section 26. Representations.

Neither BNSF nor BNSF's agents have made any representations or promises with respect to the Land except as herein expressly set forth.

Section 27. Signs.

Any signs placed upon the Land will be placed in accordance with applicable sign code provisions or other approvals. Signs will not interfere with BNSF's railroad operations, or infringe on BNSF Railway's registered trademarks.

Section 28. Consents and Approvals.

Whenever in this Land Lease BNSF's consent or approval is required, such consent or approval shall be in BNSF's sole and absolute discretion. If BNSF delays or refuses such consent or approval, such consent or approval shall be deemed denied, and CITY in no event will be entitled to make, nor will CITY make, any claim, and CITY hereby waives any claim, for money damages (nor will CITY claim any money damages by way of set-off counterclaim or defense) based upon any claim or assertion by CITY that BNSF unreasonably withheld or unreasonably delayed its consent or approval.

Section 29. Captions.

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Land Lease or the intent of any provision thereof.

Section 30. No Recordation.

It is understood and agreed that this Land Lease shall not be recorded in the public records of the county in which the Land is located.

Section 31. Governing Law.

All questions concerning the interpretation or application of provisions of this Land Lease shall be decided according to the substantive laws of the state in which the Land is located.

Section 32. No Waiver.

One or more waivers of any covenant, term, or condition of this Land Lease by BNSF shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by BNSF to or of any act by CITY requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 33. Binding Effect.

All provisions contained in this Land Lease shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of BNSF and CITY to the same extent as if each such successor and assign was named a party to this Land Lease.

Section 34. Force Majeure.

Except as may be elsewhere specifically provided in this Land Lease, if either party is delayed or hindered in, or prevented from the performance required under this Land Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of the like nature not the fault of the party delayed in performance of its obligation, such party is excused from such performance for the period of delay. The period for the performance of any such act will then be extended for the period of such delay.

Section 35. Entire Agreement/Modification.

This Land Lease, together with the Contract, is the full and complete agreement between BNSF and CITY with respect to all matters relating to lease of the Land and supersedes any and all other agreements between the parties hereto relating to lease of the Land. If this Land Lease is a reissue of an existing agreement held by CITY, it shall supersede and cancel the previous lease or leases, without prejudice to any liability accrued prior to cancellation. This Land Lease may be modified only by a written agreement signed by BNSF and CITY.

Section 36. Notices.

Any notice or documents required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given or shall be deemed to have been served and given if (i) delivered in person to the address hereinafter set forth for the party to whom the notice is given, (ii) placed in the United States mail, certified - return receipt requested, addressed to such party at the address hereinafter set forth, (iii) deposited into the custody of any reputable overnight carrier for next day delivery, addressed to such party at the address hereinafter set forth, or (iv) sent by telecopy transmission (if a machine generated confirmation is generated with the transmission). Any notice mailed as above shall be effective upon its deposit into the custody of the U. S. Postal Service or such reputable overnight carrier, as applicable; all other notices shall be effective upon receipt. All rent and other payments due to BNSF hereunder shall also be made as provided in **Section 4(A)** above, and delivery of such rental and other payments shall only be effective upon actual receipt by BNSF. From time to time either party may designate another address or telecopy number within the 48 contiguous states of the United States of America for all purposes of this Land Lease by giving the other party not less than fifteen (15) days' advance written notice of such change of address in accordance with the provisions hereof.

If to CITY:

City of Lawrence, Kansas
Attention: City Manager
6 East 6th Street, P.O. Box 708
Lawrence, KS 66044
Fax: (785)832-3405

If to BNSF:

BNSF Railway Company
2500 Lou Menk Drive, AOB-3
Fort Worth, Texas 76131-2828

Attn: _____

Fax: _____

With a copy to:

Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155-2670

Attn: Transaction Manager

Fax: _____

Section 37. Counterparts.

This Land Lease may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Land Lease may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

Section 38. Relationship.

Notwithstanding anything else herein to the contrary, neither party hereto shall be construed or held, by virtue of this Land Lease, to be the agent, partner, joint venturer, or associate of the other party hereto, it being expressly understood and agreed that the relationship between the parties hereto is and at all times during the Term of this Land Lease, shall remain that of BNSF and CITY.

Section 39. Severability.

If any clause or provision of this Land Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Land Lease shall not be affected thereby, and it is also the intention of the parties to this Land Lease that in lieu of each clause or provision of this Land Lease that is illegal, invalid or unenforceable, there be added, as a part of this Land Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 40. Third Party Beneficiary.

BNSF and CITY acknowledge and agree that AMTRAK is a third party beneficiary of **Sections 3(A); 3(D); 7(E);** the second sentence of **8; 11; 12(A); 13; 14** and **15** of this Lease

Section 41. Tax Waiver.

CITY waives all rights pursuant to all Laws to protest appraised values or receive notice of reappraisal regarding the Land (including BNSF's personalty), irrespective of whether BNSF contests the same.

Section 42. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Land Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which it may be entitled.

Section 43. Contract.

This Land Lease is subject to the terms of the Contract. In the event of any conflict between the provisions of this Land Lease and the provisions of the Contract, the Contract shall control.

[Signature Page and Exhibits Follow – The Balance of This Page Has Been Intentionally Left Blank]

Executed by the parties to be effective as of the Effective Date set forth above.

LESSOR

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

LESSEE

CITY OF LAWRENCE, a municipality formed under the laws of the State of Kansas

By: _____
Name: _____
Title: _____

EXHIBIT "A"

DESCRIPTION OF LAND AND BUILDING FOOTPRINT

[see attached]

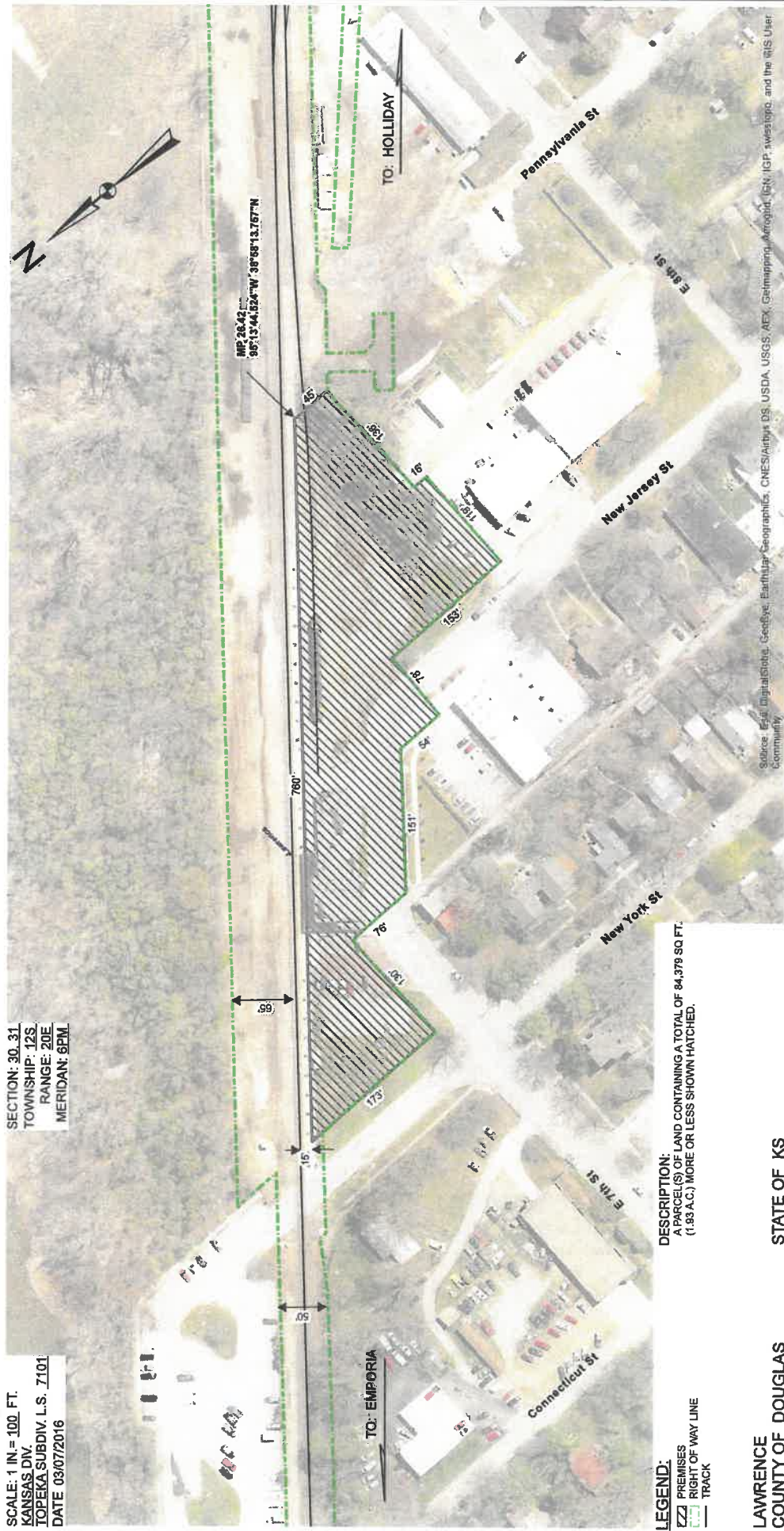
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF LAWRENCE

SCALE: 1 IN. = 100 FT.
KANSAS DIV.
TOPEKA SUBDIV. L.S. 7101
DATE 09/07/2016

SECTION: 30.31
TOWNSHIP: 12S
RANGE: 20E
MERIDIAN: 6PM

MAP REF: 505608



DESCRIPTION:
A PARCEL(S) OF LAND CONTAINING A TOTAL OF 84,379 SQ. FT.
(1.93 A.C.) MORE OR LESS SHOWN HATCHED.

LEGEND:
Hatched area: PREMISES
Green dashed line: RIGHT OF WAY LINE
Black line: TRACK

LAWRENCE
COUNTY OF DOUGLAS

STATE OF KS

REVISION 4

DRAWN BY: JNC DRAWING NO. 46848

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Geomatics, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

EXHIBIT "B"

RESERVED

EXHIBIT "C"

LISTING OF EXCLUDED PERSONAL PROPERTY

Original lounge/lobby chairs and footstools
Original office desks and office chairs
Original louver blinds
Luggage/baggage cart

EXHIBIT "E"

BNSF Premises Lease

[see attached]

PREMISES LEASE AGREEMENT

THIS PREMISES LEASE AGREEMENT (the "**Premises Lease**") is made to be effective as of the ____ day of _____, 2017 (the "**Effective Date**") by and between the **CITY OF LAWRENCE, KANSAS**, a municipality formed under the laws of the State of Kansas (the "**CITY**"), with a street address of 6 East 6th Street, Lawrence, Kansas 66049, and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**"), with an address of 2500 Lou Menk Drive, Fort Worth, Texas 76131.

RECITALS

A. BNSF owns or controls certain land, together with parking and parking-related improvements located thereon, situated at or near the railway station of Lawrence, County of Douglas, State of Kansas, Line Segment 7101-1, Mile Post 26.42 as shown on the attached Drawing No. 46848, dated March 7, 2016, attached hereto as **Exhibit "A"** and incorporated herein by this reference ("**Land**"). Also located on the Land is a depot building (the "**Building**"), consisting of one story and containing approximately 4,324 square feet, the footprint of which is located on the portion of the Land as shown on the attached Drawing No. 46848, dated March 7, 2016, also attached hereto as **Exhibit "A"** and incorporated herein by this reference.

B. BNSF and CITY acknowledge that portions of the Land and Building are used by the National Railroad Passenger Corporation d/b/a AMTRAK, a District of Columbia corporation (together with its successors and assigns, collectively referred to hereinafter as "**AMTRAK**") for passenger rail operations (such portions of the Land and Building, together with other areas used exclusively by AMTRAK located on or adjacent to the Land [e.g., passenger boarding platforms, connecting walkways, parking areas] being collectively referred to hereinafter as the "**AMTRAK Premises**", which AMTRAK Premises are as more particularly described in the BNSF/AMTRAK Lease defined below) pursuant to that certain: (i) agreement between AMTRAK and Burlington Northern Railroad Company ("**BNR**") and The Atchison, Topeka and Santa Fe Railway Company ("**ATSF**") (collectively, BNR and ATSF are predecessors-in-interest to BNSF), dated September 1, 1996, as amended ("**Operating Agreement**") and (ii) Lease Agreement between AMTRAK and BNSF, dated June 15, 2010 (the "**BNSF/AMTRAK Lease**"). The Operating Agreement and the BNSF/AMTRAK Lease are referred to hereinafter collectively as the "**BNSF/AMTRAK Agreements**".

C. In connection with certain economic development objectives, the CITY and BNSF entered into that certain Conveyance Contract (Improvements Only) ("**Contract**") dated effective _____, 2017, pursuant to which the CITY agreed to acquire the Building from BNSF, subject to certain terms and conditions. At the closing of the conveyance of the Building from BNSF to the CITY pursuant to that certain Bill of Sale (Improvements Only) dated _____, 2017 (the "**Bill of Sale**"), BNSF and the CITY simultaneously executed a Definite Term Lease for Land ("**Land Lease**") [attached to the Contract in the form of Exhibit "D"] under which BNSF (as lessor) leased the Land underlying the Building to the CITY (as lessee) for an initial term of thirty (30) years (subject to earlier termination as set forth in the Land Lease and the Contract) and automatically continuing on a month-to-month basis until terminated by BNSF giving to CITY thirty (30) days written notice of its desire to terminate the Land Lease (such 30-year initial term, together with any month-to-month continuation thereafter, referred to herein as the "**Land Lease Term**"), subject to the BNSF/AMTRAK Agreements.

D. As more particularly described in the Contract, as part of the consideration for BNSF's conveyance of the Building to CITY at no cost, BNSF has the right (the "**BNSF Premises Lease Option**"), upon written notice to CITY any time during the Land Lease Term (the "**Lease Notice**"), to

lease a portion of the Building from CITY for general office, telecommunications, railroad operations and related purposes.

E. CITY acknowledges that BNSF has previously exercised the BNSF Premises Lease Option by giving the Lease Notice to CITY. Accordingly, subject to the terms and conditions of this Premises Lease, BNSF desires to lease from CITY, and CITY agrees to lease to BNSF, the Leased Premises.

AGREEMENTS

For the consideration and upon the terms and conditions hereinafter set forth, the CITY and BNSF agree as follows:

Section 1 Leased Premises.

1.1 The CITY hereby leases and demises to BNSF, and BNSF hereby leases from the CITY, a portion of the Building as described or depicted on **Exhibit A1.2**, which is attached hereto and incorporated herein by this reference ("**Leased Premises**").

1.2 The CITY represents and warrants to BNSF that it has the authority to enter into and fully perform the provisions of this Premises Lease.

Section 2 Term. Unless earlier terminated as hereinafter provided, this Premises Lease shall commence on the Effective Date and continue in force for a period coterminous with the Land Lease Term ("**Term**"); provided, however, BNSF has the right at any time during the Term to terminate this Lease by giving to CITY thirty (30) days' written notice of its desire to terminate the same. Upon the expiration or earlier termination of the Term or the time specified in any termination notice, this Premises Lease and all rights of CITY shall absolutely cease.

Section 3 Rent. As of the Effective Date, BNSF is paying to the CITY a one-time fee of \$100.00 as rent (the "**Rent**") for the Leased Premises for the entire Term. The CITY hereby acknowledges its receipt of the Rent and that no further rental payments will be due from BNSF during the Term.

Section 4 Building Renovations.

4.1 Pursuant to Section 8 of the Contract, the CITY, at its sole cost and expense, may, but is not obligated to, renovate the Building, including the Leased Premises ("**Building Renovations**"). If the CITY undertakes the Building Renovations, the CITY shall perform all work for the Building Renovations in accordance with the terms and conditions of the Contract. All Building Renovations, if any, must be compliant with the Americans with Disabilities Act of 1990 ("**ADA**") and performed in accordance with the provisions of Section 8 of the Contract.

4.2 Should the Building Renovations reasonably require that BNSF temporarily vacate the Leased Premises, then the CITY and BNSF, at no cost to BNSF, shall work cooperatively to locate ADA-compliant temporary facilities for BNSF's temporary use during the Building Renovations. The parties shall use their best efforts to locate any such ADA-compliant temporary facilities in the general vicinity of the Leased Premises. BNSF agrees that it will temporarily relocate to such alternate facilities, such relocation to be at the CITY's sole cost and expense, so long as such temporary facilities are reasonably comparable to the Leased Premises, and are approved in advance by BNSF, such approval not to be unreasonably withheld.

Section 5 Utilities and Services.

5.1 The CITY will pay when due all charges for gas, water, sewer, and electricity used by BNSF on the Leased Premises during the Term hereof. BNSF shall arrange and pay for its telephone services and janitorial service to the Leased Premises. In the event of any interruption of utility service that is within the CITY's reasonable control, the CITY, at the CITY's sole cost and expense and upon BNSF's request, shall diligently pursue the resumption of service. BNSF agrees to provide its own telephone and internet services.

5.2 If any of BNSF's utility services are interrupted as a result of the CITY's nonpayment or delinquent payment for service, and the CITY fails to correct such interruption such that the interruption (a) continues for more than thirty (30) days, and (b) interferes with BNSF's ability to use the Leased Premises for its intended purposes as further described herein, BNSF may elect to pursue the resumption of service itself at the CITY's sole cost and expense. The CITY shall reimburse BNSF for all costs incurred by BNSF to restore such utility services after such services were interrupted due to City's delinquent payment or non-payment within thirty (30) days after demand.

Section 6 Insurance.

6.1 During the Term of this Premises Lease, BNSF shall maintain insurance in the amount and to the extent BNSF deems necessary to cover its activities on the Leased Premises, which coverage BNSF may provide through its program of self-insurance. The CITY agrees that BNSF Railway Company is insured under Burlington Northern Santa Fe LLC's Excess Property and Liability Policies. BNSF's self-insured retention is in keeping with its net worth and cash flows and is consistent with that of other corporations of similar operations and size. Adequate reserves are maintained for claims within its retention.

6.2 Without limitation to the insurance requirements under the Contract and the Land Lease, during the Term of this Premises Lease, the CITY shall maintain property and casualty insurance for the Building in an amount equal to 100% of the actual replacement value of the Building (including the Building Renovations). The CITY will provide a copy of said policy for review by BNSF prior to execution of the agreement. BNSF acknowledges and agrees that the CITY does not purchase "Terrorism and Risk Insurance" under the "Terrorism Risk Insurance Act" (TRIA) and shall not be responsible for any damages caused by actions falling within said act.

Section 7 Waiver. The CITY and BNSF each hereby waive all claims, rights of recovery and causes of action against the other party or against any of the other party's commission members, officers, directors, shareholders, partners or employees for any loss or damage that may occur to the Building or the Leased Premises, any improvements thereto or any personal property therein by reason of fire or other casualty, or by reason of any other cause (including the negligence of a party hereto or its officers, directors, shareholders, partners or employees) that could have been insured against under the terms of property and casualty coverage insurance policy or policies or for which the CITY or BNSF may be reimbursed as a result of insurance coverage affecting any loss suffered by either party hereto, regardless of cause or origin. The CITY and BNSF hereby agree to cause an endorsement to be issued to their respective insurance policies (including any contents, fire and casualty insurance) recognizing this waiver of subrogation; provided, however, BNSF may satisfy this requirement through providing to the CITY proof of its program of self-insurance.

Section 8 Use and Occupancy, Compliance with Applicable Laws.

8.1 Use and Occupancy.

8.1.1 BNSF may use the Leased Premises for general office, telecommunications, railroad operations and related purposes. However, BNSF has no obligation to use the Leased Premises for any purpose, and no vacancy of the Leased Premises will result in a default or termination hereunder, or otherwise be deemed an abandonment.

8.1.2 The CITY represents and warrants that physical access permitting BNSF, and BNSF's affiliates, employees, agents and representatives, ingress and egress to and from the Leased Premises exists as of the Commencement Date and will continue to exist throughout the Term.

8.1.3 BNSF and BNSF's affiliates, agents, representatives, invitees, licensees, employees and contractors shall have access to all Common Areas (as hereinafter defined) within the Building or on the Land associated with the Building. "**Common Areas**" shall mean those areas of the Building and Land provided for the common use or benefit of the CITY, tenants and/or the public including public restrooms in the Building, the entrance to the Building, elevator(s) and/or stairway(s) inside and outside the Building, parking areas, driveways on the Land, and all similar common use facilities. The CITY agrees to provide at all times sufficient Common Areas as may be reasonable and desirable in connection with BNSF's use and enjoyment of the Premises

8.2 Compliance with Laws. BNSF represents and warrants that it shall use and occupy the Leased Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations, orders, requirements, codes and restrictions in effect during the Term, which regulate the use by BNSF of the Leased Premises, including the ADA (except with respect to compliance with Environmental Laws, as such term is hereinafter defined, which compliance shall be in accordance with **Section 8.3** below). The CITY represents and warrants that upon completion of the Building Renovations, if any, the Building (including the Leased Premises) and Common Areas, shall be and will remain throughout the Term in compliance with all laws, statutes, ordinances, rules, regulations, orders, requirements, codes and restrictions. It shall be the CITY's sole duty to ensure that the Building remains in compliance with all laws, statutes, ordinances, rules, regulations, orders, requirements, codes and restrictions during the Term. With respect to compliance with Environmental Laws, the CITY's duty shall be in accordance with Section 8.3, below.

8.3 Environmental Compliance.

8.3.1 "Environmental Laws" shall mean and include any and all local, state or federal laws, rules, orders or regulations in effect during the Term, or any part of the Term hereof, pertaining to environmental regulation, or the use, processing, storage, housing, disposal, generation or transportation of Hazardous Substances, as defined below. Environmental Laws include, but are not limited to, the following federal statutes, amendments thereto, and any enactments by state or local jurisdictions which address similar subjects: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation Recovery Act, the Hazardous and Solid Waste Amendments 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Policy Act, the Hazardous Materials Transportation Act, spill prevention and control legislation, and any regulations promulgated with respect to any such statutes.

8.3.2 "Hazardous Substances" shall mean and include any hazardous, toxic, radioactive or infectious substance, material, contaminant or waste as defined, listed or regulated under any Environmental Law, and includes without limitation, petroleum oil and any of its fractions, asbestos and materials that contain asbestos, lead-based paint, or any other substances which are defined in, included under, or regulated by any Environmental Law.

8.3.3 BNSF shall use the Leased Premises in compliance with all applicable Environmental Laws. BNSF agrees to indemnify, protect, defend and hold harmless the CITY from and against all environmental claims to the extent such environmental claims are directly caused by BNSF in its use or occupancy of the Leased Premises.

8.3.4 The CITY shall conduct the Building Renovations, if any, in compliance with applicable Environmental Laws. The CITY agrees to indemnify, protect, defend and hold harmless BNSF from and against all environmental claims to the extent such environmental claims are directly caused by the CITY's construction of Building Renovations and CITY's use and occupancy of the Building.

Section 9 Repairs and Alterations.

9.1 The CITY agrees, at its sole cost and expense, to keep and maintain in good order, condition and repair throughout the Term the Building, the Building Renovations, if any, the HVAC system and all structural components of the Building, including without limitation the roof, foundation, underground or below-the-foundation sewer and utility pipes, lines, mains and conduits, exterior walls, gutters, water spouts, load-bearing walls and other structural components of the Building, the Leased Premises and all Common Areas (whether located within the Building or on other parts of the Land); provided, however, any repairs under this **Section 9.1** to the extent directly caused by BNSF, its agents, employees, invitees, licensees or contractors shall be at BNSF's sole cost and expense. Upon written notice from BNSF that any repair encompassed by this **Section 9.1** to the Leased Premises is necessary, the CITY shall promptly respond and effect such requested repair.

9.2 Subject to the CITY's obligations to keep and maintain in good order, condition and repair the Building, the Building Renovations, HVAC system and structural components of the Building, Leased Premises and Common Areas under **Section 9.1** above, BNSF agrees, at its sole cost and expense, to keep and maintain in good order, condition and repair throughout the Term the interior of Leased Premises, including without limitation interior and exterior doors, door checks, sprinklers, lighting facilities, electrical facilities, interior walls and interior surfaces of exterior walls, ceilings, floor, floor coverings, windows and all plumbing and sewage facilities within the Leased Premises. BNSF shall be allowed to make reasonable alterations to the Leased Premises upon prior notice to the CITY. BNSF agrees to make all such alterations in compliance with applicable Legal Requirements.

Section 10 Entry. The CITY and its contractors, agents and other designated third parties may at all reasonable times after reasonable notice to BNSF (of not less than 24 hours) and at any time in case of emergency, enter the Leased Premises to make alterations, repair and/or maintain the Leased Premises, provided such entry does not unreasonably interfere with BNSF's use of the Leased Premises as allowed hereunder.

Section 11 Repurchase Rights. BNSF has the right to purchase the Building upon expiration of the term of the Land Lease as set forth in the Contract. In addition, even prior to the expiration of the scheduled term of the Land Lease, BNSF has the right to purchase the Building upon the occurrence of certain Early Repurchase Events (as defined in the Contract). The above-described repurchase rights are collectively referred to herein as the "**Repurchase Rights.**" Notwithstanding anything herein to the contrary, in the event of a repurchase of the Building under the Repurchase Rights, this Premises Lease shall terminate and/or the CITY shall assign all of its rights under this Premises Lease (as lessor) to BNSF or any party designated by BNSF, as directed by BNSF in its sole discretion.

Section 12 Default and Remedies.

12.1 Default by BNSF. A "BNSF Default" shall be deemed to exist if: (i) BNSF fails to perform, comply with or observe any agreement, obligation or undertaking of BNSF in this Premises Lease or (ii) BNSF abandons or vacates the Premises, and such failure or abandonment continues for a period of ninety (90) days after BNSF receives written notice from the CITY specifying the failure; provided, however, that if such failure or abandonment cannot be reasonably cured within such ninety (90) day period, BNSF shall not be deemed to be in default hereunder if BNSF commences such cure within said ninety (90) day period and thereafter diligently pursues such cure to completion.

12.2 Remedies of the CITY. Upon any BNSF Default, the CITY may, at the CITY's option and as its sole remedies, elect to (a) waive such BNSF Default, and this Premises Lease shall continue in full force and effect, or (b) seek specific performance of the item causing the BNSF Default in a court of competent jurisdiction, and/or (c) seek damages. The CITY shall not have the right to terminate this Premises Lease for a BNSF Default in any event.

12.3 Default by the CITY. A "City Default" shall be deemed to exist if the CITY fails to perform, comply with or observe any agreement, obligation or undertaking of the CITY in this Premises Lease, and such failure continues for a period of ninety (90) days after the CITY receives written notice from BNSF specifying the failure; provided, however, that if such failure cannot reasonably be cured within such ninety (90) day period, the CITY shall not be deemed to be in default hereunder if the CITY commences such cure within said ninety (90) day period and thereafter diligently pursues such cure to completion.

12.4 Remedies of BNSF. Upon any the CITY Default, BNSF may, at BNSF's option and in addition to all other rights, remedies and recourses afforded BNSF hereunder or at law or in equity, elect to (a) waive such the CITY Default, and this Premises Lease shall continue in full force and effect, or (b) undertake self help to correct the CITY Default with the right to take all actions necessary to correct the CITY Default, and/or seek damages.

Section 13 Condemnation and Casualty.

13.1 Condemnation.

13.1.1 If the Leased Premises, Common Areas and/or the Building shall be subject to a taking by any public authority (other than the CITY) under the power of condemnation or eminent domain or by purchase in lieu thereof ("**Taking**") to such an extent that the Building cannot reasonably be restored to a functional and complete unit of substantially similar quality and character as existed prior to the Taking (a "**Full Taking**"), then this Premises Lease shall terminate. All awards, proceeds, compensation or other payments from or with respect to any Taking ("**Condemnation Proceeds**") shall be split between the CITY and BNSF as follows: BNSF shall receive a portion of all Condemnation Proceeds for the Taking of the Building equal to the Applicable Amount (as hereinafter defined) and the CITY shall retain the balance. As used herein, the BNSF's "**Applicable Amount**" shall mean the greater of: (i) a fraction, the numerator of which is the number of months which have elapsed in the Term and the denominator of which is the total number of months in the Term, multiplied by the amount of Condemnation Proceeds, or (ii) the total available Condemnation Proceeds, less an amount equal to the Early Repurchase Price that BNSF would have paid under the Contract if it had exercised an Early Repurchase Right thereunder with an Early Repurchase Closing on the date of the Taking. In addition to the above, in such event BNSF shall have the right to repurchase whatever portion of the Building that remains pursuant to BNSF's End of Term Repurchase Right as defined and described in the Contract.

13.1.2 In the event of a Taking which is not a Full Taking, the CITY shall immediately undertake to restore the Building, the Leased Premises and/or Common Areas to a functional and

complete unit of substantially similar quality and character as existed prior to such Taking to the extent practical.

13.1.3 In addition to BNSF's right to participate in Condemnation Proceeds as provided above, BNSF shall have the right to assert a separate claim against the condemning authority for all moving and relocation expenses and loss to BNSF's trade fixtures, and BNSF shall also be exclusively entitled to all proceeds attributable to a Taking of portions of the Land itself whether under the Building footprint or not, pursuant to the terms of the Land Lease.

13.2 Casualty. If the whole or any part of the Leased Premises or the Building, shall be destroyed or damaged, then the CITY shall, at the CITY's sole cost and expense, promptly restore, rebuild and repair the Leased Premises, Building (and all associated improvements) and all Common Areas to the same condition as existed prior to such casualty, using all diligent efforts to complete same as soon as possible.

Section 14 Assignment and Subleasing. BNSF shall have the right to assign, sublease, or transfer this Premises Lease without the CITY's consent to (i) any entity owned or controlled by BNSF or any parent or affiliate of BNSF or (ii) any entity succeeding to BNSF's interest in BNSF's railroad tracks on BNSF's land adjacent to or near the Building ("**Permitted Assignee**"). Except for a Permitted Assignee, BNSF shall not assign, sublease or transfer this Premises Lease or any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 15 Miscellaneous Provisions.

15.1 Quiet Enjoyment. During the Term of this Premises Lease, BNSF is entitled to the quiet enjoyment of the Leased Premises so long as BNSF is not in default under this Premises Lease beyond any applicable grace or cure period.

15.2 Authority. Each individual executing this Premises Lease on behalf of a corporation, trust, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Premises Lease on behalf of such entity.

15.3 Counterparts. This Premises Lease may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Premises Lease may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes; provided, however, that any signature pages transmitted by facsimile shall nevertheless be followed by the exchange of hard copy originals.

15.4 Severability. If any clause or provision of this Premises Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Premises Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Premises Lease shall not be affected thereby, and it is also the intention of the parties to this Premises Lease that in lieu of each clause or provision of this Premises Lease that is illegal, invalid or unenforceable, there be added, as a part of this Premises Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

15.5 Entire Agreement; Amendments. This Premises Lease, together with the Contract and the Land Lease constitutes the entire agreement between the CITY and BNSF, and no other prior or contemporaneous agreement or understanding shall be effective. Except as otherwise provided in

this Premises Lease, the CITY and BNSF represent and warrant that each has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other party of this Premises Lease and as to the nature, quality and character of the Leased Premises. No subsequent alterations, amendments, changes or modifications to this Premises Lease shall be binding unless reduced to writing and signed by each party.

15.6 Binding Effect. The covenants, conditions and agreements made and entered into by the parties hereto shall inure to the benefit of and shall be binding upon their respective heirs, successors, representatives and permitted assigns.

15.7 Cost of Suit. If suit shall be successfully brought for breach of any covenant or agreement herein contained, the prevailing party shall be entitled to recover all costs and expenses of suit, including, but not limited to, reasonable attorneys' fees

15.8 Notices. All notices, demands, consents, and reports provided for in this Premises Lease shall be in writing and shall be given to the CITY or BNSF at that address set forth below or at such other address as they individually may specify thereafter in writing:

CITY: City of Lawrence
6 East 6th Street
Lawrence, KS 66049
Attn: City Manager
Fax: 785-832-3405 _____

BNSF: BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131
Attn: General Counsel
Fax: _____

With a copy to: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155-2670
Attn: Transaction Manager
Fax: _____

All notices required or permitted by this Premises Lease shall be in writing and may be delivered in person (by hand or messenger or courier service) or may be sent by certified or registered mail or overnight express mail, with postage prepaid, or may be sent by telecopy transmission (if a machine generated confirmation is generated with the transmission) and shall be deemed sufficiently given and served in a manner specified in this **Section 15.8**. Either party may, by written notice to the other, specify a different or additional address for notice purposes. A copy of all notices required or permitted to be given by either party hereunder shall be concurrently transmitted to such party or parties at such addresses as either may from time to time hereafter designate by written notice to the other party.

15.9 Caption Headings. Captions to various paragraphs, sections and subsections of this Premises Lease are inserted for convenience only and are not to be construed as part of this Premises Lease or as in any way affecting it.

15.10 Number and Gender. Wherever in this Premises Lease the context requires, the singular shall be deemed to include the plural, and the plural, the singular, and the masculine, feminine or neutral genders shall include all other genders. Wherever in this Premises Lease the

context requires, the word "**person**" shall be deemed to include any corporation, partnership, trust, firm, entity, governmental agency, or association.

15.11 Controlling Law. This Premises Lease and the obligations hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Kansas.

15.12 Venue. Except as may be elsewhere specifically provided in this Premises Lease, all obligations of the CITY and BNSF (including, without limitation, all monetary obligations of BNSF) are to be performed exclusively in the County and jurisdiction where the Building is located.

15.13 Force Majeure. Except as may be elsewhere specifically provided in this Premises Lease, if either party is delayed or hindered in, or prevented from the performance required under this Premises Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of the like nature not the fault of the party delayed in performance of its obligation, such party is excused from such performance for the period of delay. The period for the performance of any such act will then be extended for the period of such delay.

15.14 Contract. All of the provisions of this Premises Lease are subject to the terms of the Contract. In the event of any conflict between the terms hereof and the Contract, the Contract will control.

[Signature Page and Exhibits Follow – The Balance of This Page Has Been Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Premises Lease to be effective as of the Effective Date set forth above.

CITY:

CITY OF LAWRENCE, a municipality formed under the laws of the State of Kansas

By: _____
Name: _____
Title: _____

BNSF:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Depiction of the Land and Building Footprint

[to be attached prior to execution]

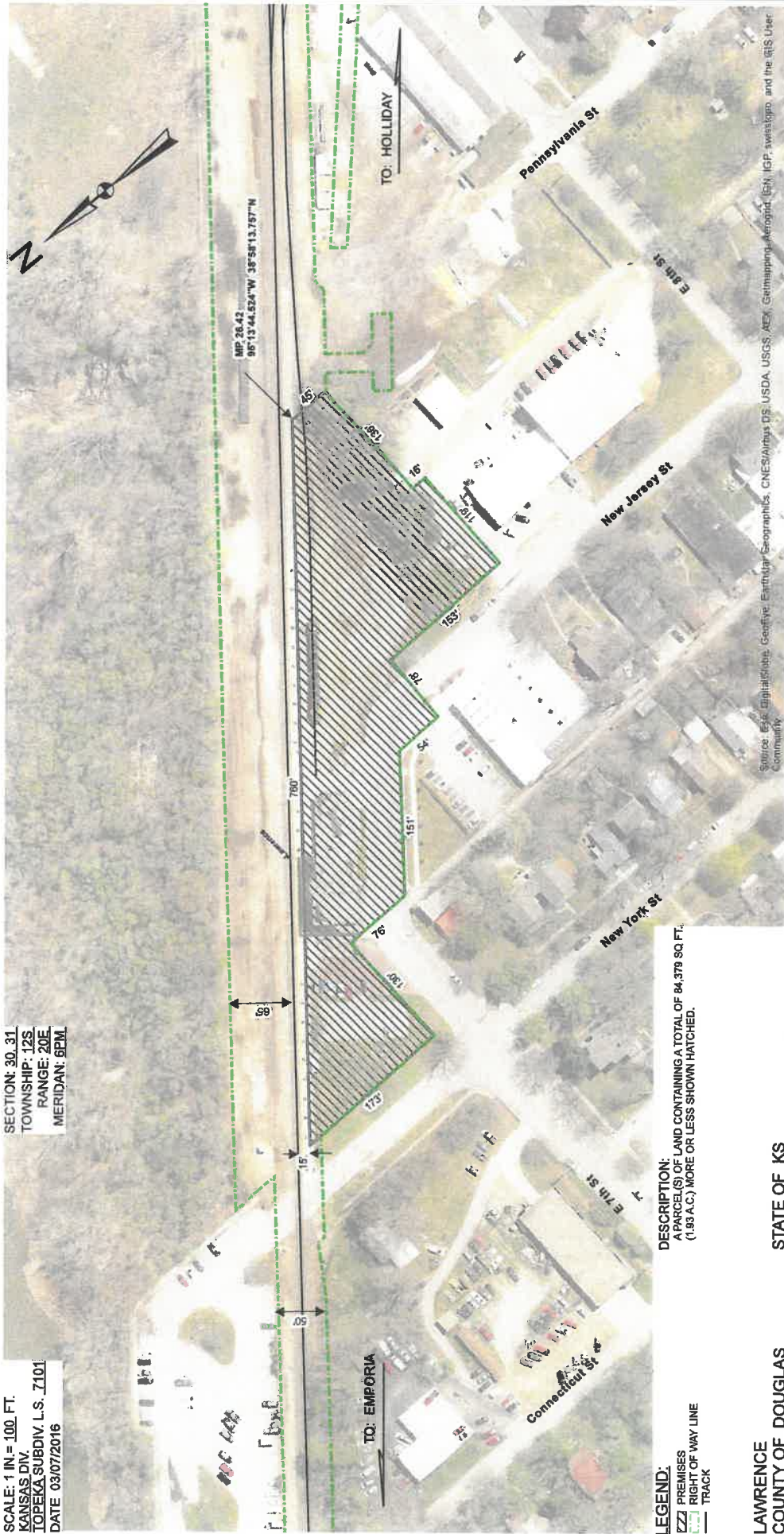
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF LAWRENCE

SCALE: 1 IN. = 100 FT.
KANSAS DIV.
TOPEKA SUBDIV. L.S. 7101
DATE 03/07/2016

SECTION: 30.31
TOWNSHIP: 12S
RANGE: 20E
MERIDIAN: 6PM

TRIM LINE



DESCRIPTION:
A PARCEL(S) OF LAND CONTAINING A TOTAL OF 84,379 SQ. FT.
(1.93 A.C.) MORE OR LESS SHOWN HATCHED.

LEGEND:
EZZ PREMISES
--- RIGHT OF WAY LINE
--- TRACK

LAWRENCE
COUNTY OF DOUGLAS

STATE OF KS

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Geomatics, Aerogrid, IGN, IGP, Swisstopo, and the GIS User Community

EXHIBIT A1.2

Depiction of the Leased Premises

[to be attached prior to execution]

Santa Fe Station
 413 E 7th Street
 Lawrence, Kansas

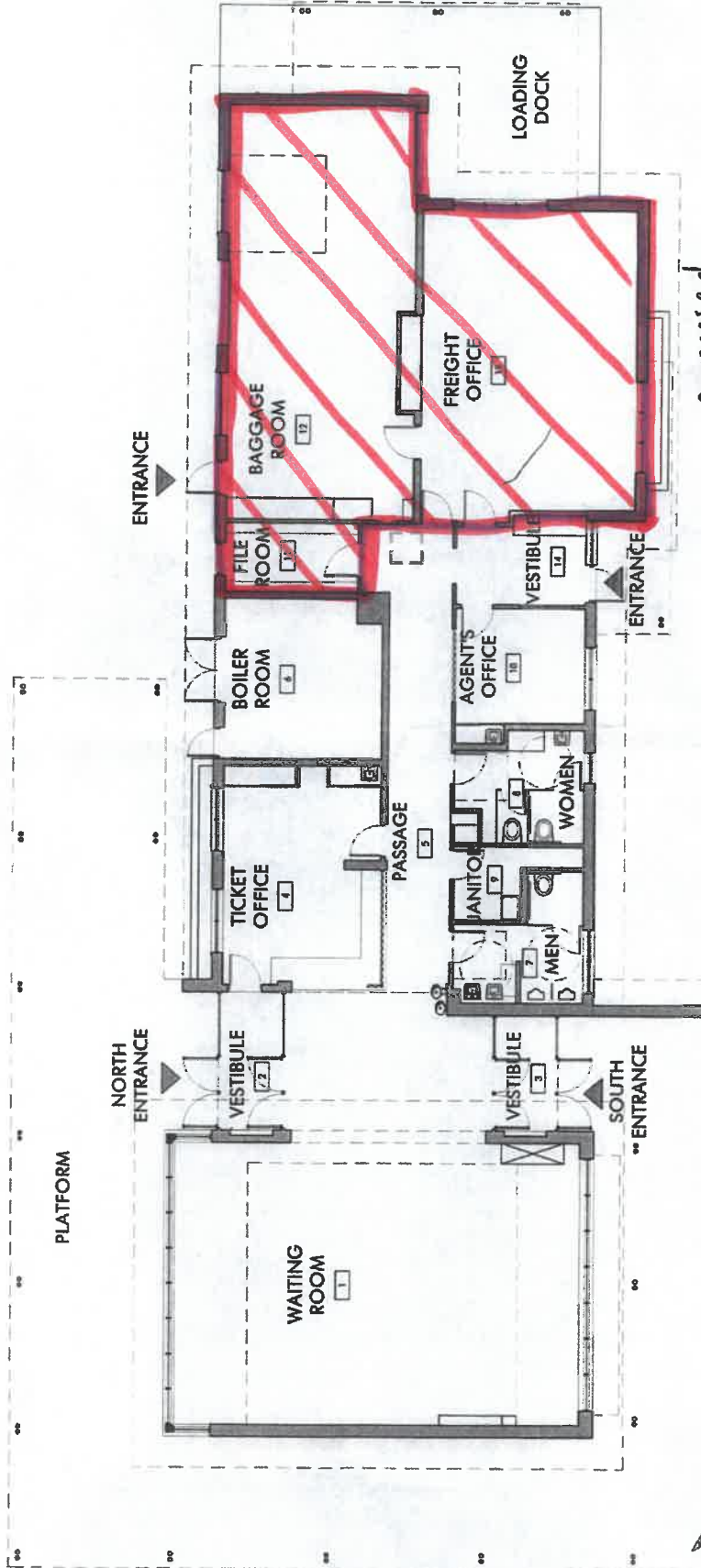
Hernly
 ASSOCIATES

270 Massachusetts
 Lawrence, Kansas 66044
 785 246 4600
 FAX 785 749-1515

PLAN

Date: IDW9204
 Drawn by:
 Checked by:
 Revision: 1

A1.2



*proposed
 BNSF
 area*

1 PROPOSED FLOOR PLAN
 3/32" = 1'-0"

EXHIBIT "F"

Conditions to Closing

The following obligations shall be conditions to the parties' obligation to consummate the transaction to convey the Building to CITY. In the event any of these conditions are not satisfied by the applicable date indicated below (or if no date is indicated below then by the date that is 45 days after the Effective Date), then the affected party may in its sole discretion elect (i) to extend such date or (ii) to terminate this Contract by written notice to the other party, whereupon neither party shall have any further rights or obligations.

(a) If the approval of any governmental agency is required for the conveyance of the Building, it is understood and agreed that the consummation of this Contract is conditioned upon obtaining such approval and that both parties shall use their best efforts to obtain such approval.

(b) CITY shall obtain and deliver to BNSF by the date that is 30 days after the Effective Date, at CITY's sole cost and expense, any survey or plat required, if any, by the applicable city, county or other governmental authority for the conveyance of the Building from BNSF to CITY. Such survey or plat shall be subject to BNSF's approval in its sole discretion.

(c) CITY shall provide BNSF no later than the date that is 30 days after the Effective Date, at CITY's sole cost and expense, an MAI appraisal report that provides a market value estimate of the Building proposed for conveyance unto the CITY.

(d) At or prior to Closing, CITY shall enter into the Station Lease with AMTRAK, with the Station Lease subject to BNSF's reasonable approval. Notwithstanding anything contained in the Contract to the contrary, the parties acknowledge that Closing of the conveyance of the Building from BNSF to the CITY cannot occur unless and until AMTRAK and the CITY execute the Station Lease.

(e) At or prior to Closing, BNSF shall enter into the BNSF/AMTRAK Lease Amendment. Notwithstanding anything contained in the Contract to the contrary, the parties acknowledge that Closing of the conveyance of the Building from BNSF to the CITY cannot occur unless and until AMTRAK and BNSF execute the BNSF/AMTRAK Lease Amendment.

(f) At or prior to Closing, BNSF and City authorize Amtrak to file the UCC-1 attached hereto as Exhibit F-1, suitable for recording in the public records where the Building is located and shall constitute constructive notice to all third parties of the AMTRAK Rights and AMTRAK's rights under the BNSF/AMTRAK Agreements.

(g) CITY shall have performed each of CITY's obligations under this Contract.

(h) BNSF shall have performed each of BNSF's obligations under this Contract.

EXHIBIT "F-1"

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Andrew Mancini (215) 349-1957
B. E-MAIL CONTACT AT FILER (optional) mancina@amtrak.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> Andrew Mancini, Director Amtrak 30th Street Station, 5th Floor - South Tower <input type="checkbox"/> Philadelphia, PA 19104

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME City of Lawrence, KS				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6 E. 6th Avenue	Lawrence	KS	66044	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME National Railroad Passenger Corporation				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
30th Street Station, 5th Floor - South Tower	Philadelphia	PA	19104	

4. COLLATERAL: This financing statement covers the following collateral:

The station building (a/k/a depot) located at 413 East 7th Street, Lawrence, Kansas is subject to the statutory rights of the National Railroad Passenger Corporation (including, but not limited to rights pursuant to the Rail Passenger Service Act, 49 U.S.C. §§ 24101 et seq.), the rights of the National Railroad Passenger Corporation pursuant to that certain lease agreement dated _____ by and between the City of Lawrence, Kansas, as lessor, and National Railroad Passenger Corporation, as lessee, as well as that certain agreement between National Railroad Passenger Corporation and Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company, dated September 1, 1996, as amended and that certain Lease Agreement between Amtrak and BNSF for Certain Facilities at the Lawrence, KS Station dated June 15, 2010, as amended.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is not an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

EXHIBIT "G"

Historic Personal Property Listing

Original lounge/lobby chairs and footstools

Original office desks and office chairs

Original louver blinds

Luggage/baggage cart

EXHIBIT "H"

Insurance

The City of Lawrence, Kansas self-funds its assumed liabilities, including but not limited to bodily injury, motor vehicle and property damage. The City's self-funding arrangement is in accordance with K.A.R. 28-29-19.

Nothing herein shall be deemed a waiver of any rights and/or defenses provided by law including, but not limited to, the Kansas Torts Claim Act; K.S.A. 75-6101 et seq. and the Notice of Claim Statute; K.S.A. 12-105b.

Finally, the City of Lawrence, Kansas is self-insured for the purposes of workers' compensation pursuant to permit 873 issued by the State of Kansas, Department of Labor, Office of Workers Compensation.

CITY shall cause its contractor ("**Contractor**") to, at its sole cost and expense, procure and maintain during the performance of the Building Renovations the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000, but in no event less than the amount otherwise carried by Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railroad.
- ◆ Additional insured endorsement in favor of and acceptable to Railroad and Jones Lang LaSalle Brokerage, Inc.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railroad** employees.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railroad**.
- ◆ Additional insured endorsement in favor of and acceptable to **Railroad**.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ CITY's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railroad**.

D. If construction is to be performed on the Land or Building by CITY, CITY or CITY's contractor shall procure Railroad Protective Liability insurance naming only **Railroad** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Railroad prior to performing any work or services under this Contract.
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

Other Requirements:

All policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

CITY agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or through policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. CITY further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under CITY's care, custody or control.

CITY is allowed to self-insure without the prior written consent of **Railroad**. Any self-insured retention or other financial responsibility for claims shall be covered directly by CITY in lieu of of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this Contract, be covered by CITY's insurance will be covered as if CITY elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to accessing the Land and/or Building, CITY shall furnish to **Railroad** an acceptable certificate(s) of self-insurance.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the Land is located.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be contracted by CITY, CITY shall require that the contractor shall provide and maintain insurance coverages as set forth herein, naming **Railroad** as an additional insured, and shall require that the contractor shall release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as CITY is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railroad** to terminate this Contract immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of CITY's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by CITY shall not be deemed to release or diminish the liability of CITY including, without limitation, liability under the indemnity provisions of this Contract.

For purposes of this section, **Railroad** shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

EXHIBIT "I"

Plans and Specifications

[Contract to be amended to attach BNSF and AMTRAK approved Plans and Specifications]

STATE OF KANSAS

**DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE OF PROPOSED**

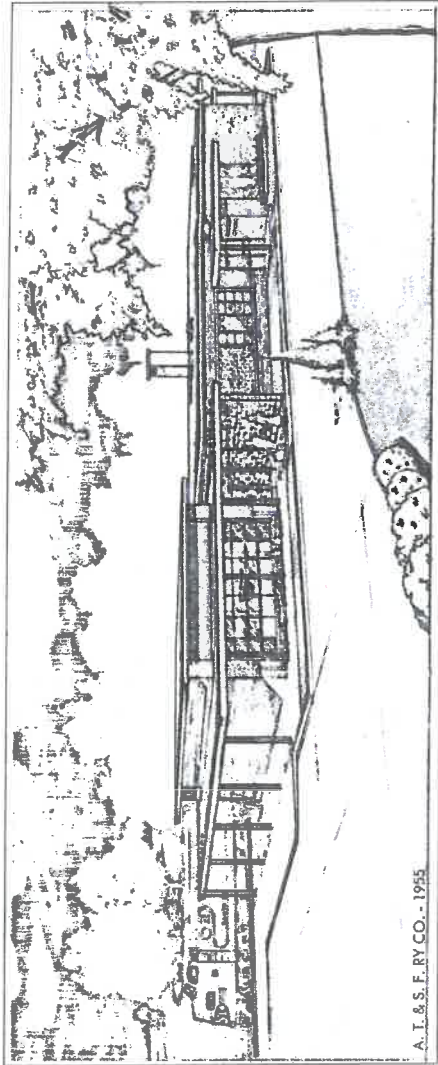
23 TE-0373-01

SANTA FE STATION - PRESERVATION PROJECT
LAWRENCE, KANSAS DOUGLAS COUNTY

INDEX OF SHEETS

- 1 TITLE SHEET
- 2 SHEET INDEX
- 3-4 SITE DRAWINGS
- 5-57 ARCHITECTURAL DRAWINGS
- 58-72 MECHANICAL DRAWINGS
- 73-80 PLUMBING DRAWINGS
- 81-92 ELECTRICAL DRAWINGS
- 93-95 FIRE DRAWINGS
- 96-145 CIVIL ENGINEERING DRAWINGS

SANTA FE STATION

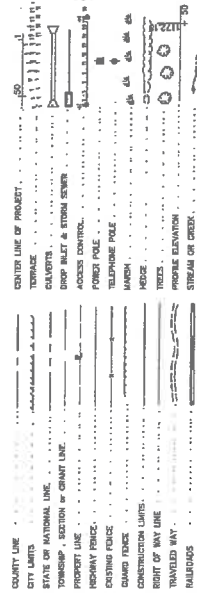


A. T. & S. F. RY CO. - 1955

PRESERVATION PROJECT

413 E 7TH STREET, LAWRENCE KS December 9, 2016

CONVENTIONAL SIGNS



GROSS LENGTH OF PROJECT	FT.	MILES
EXCEPTIONS	FT.	MILES
ADDITIONS	FT.	MILES
NET LENGTH OF PROJECT	FT.	MILES
NET LENGTH OF BRIDGES	FT.	MILES
NET LENGTH OF ROAD	FT.	MILES

REC'D FOR APPROVAL-DATE

COUNTY OFFICIAL

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	145
F.A. NO.	TEA-1037 (301)	Page 1 of 40	



PROJECT LOCATION

PLANS PREPARED BY:



ARCHITECT
HEIRLY ASSOCIATES, INC.
920 Massachusetts St., Suite 2
Lawrence, KS 66044
P) 785-749-5806
F) 785-749-1515



MASONRY/STRUCTURAL CONSULTANT
DGM CONSULTANTS, PA
10251 Geddard St.
Overland Park, KS 66241
P) 913-894-2048
F) 913-894-2725



MECHANICAL ENGINEER
HUGHES CONSULTING ENGINEERING, PA
714 Vermont St., Suite 200
Lawrence, KS 66044
P) 785-842-2992
F) 785-842-2492



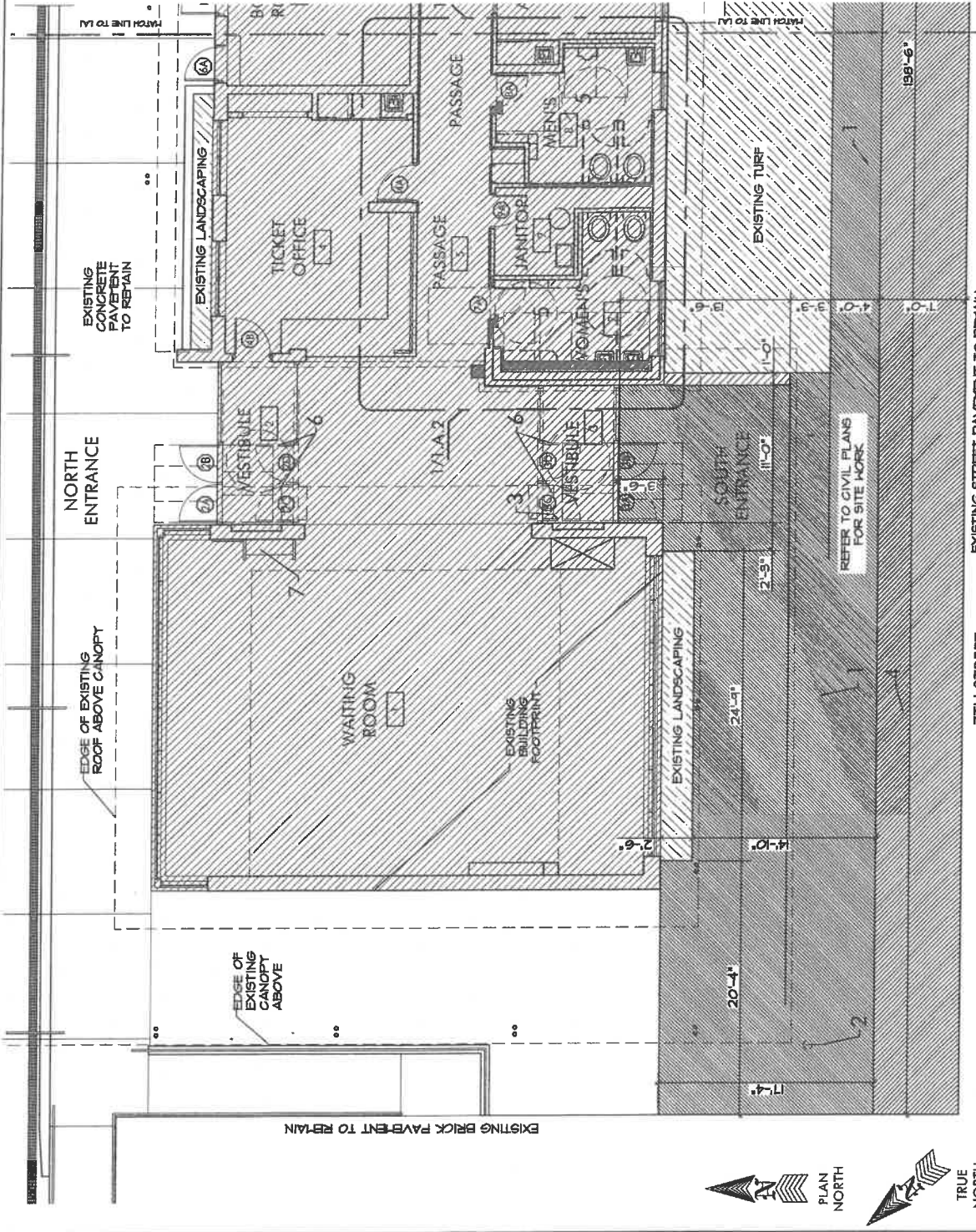
CIVIL ENGINEER
BARTLETT & WEST
544 Columbo St.
Lawrence, KS 66049
P) 785-749-9452

Rev #1 - Dec 9, 2016
KANSAS DEPARTMENT OF TRANSPORTATION

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	5	143
F.A. NO.			Page 2 of 60	

DEMOLITION NOTES:

1. Remove concrete sidewalk per Civil drawings. (Bid as part of Site Improvements.)
2. Remove "No Parking" sign. (Bid as part of Site Improvements.)
3. Remove door holder and salvage for reuse.
4. Remove street pavement per Civil drawings. (Bid as part of Site Improvements.)
5. Refer to drawing 1/1.A.2 for demolition at Bathrooms 7 & 8.
6. Remove (4) interior aluminum storefront doors and return to owner for storage.
7. Remove brochure stand and shelf and salvage for reinstallation.



KANSAS DEPARTMENT OF TRANSPORTATION			
DEMOLITION PLAN - WEST PORTION			
1.A.0			
Rev #1 - Dec 9, 2016			
FWA APPROVAL	XX-XX-XX	APPO	XXX
DESIGNED	DESIGN CK.	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

1 DEMOLITION PLAN - WEST PORTION
1/8" = 1'-0"

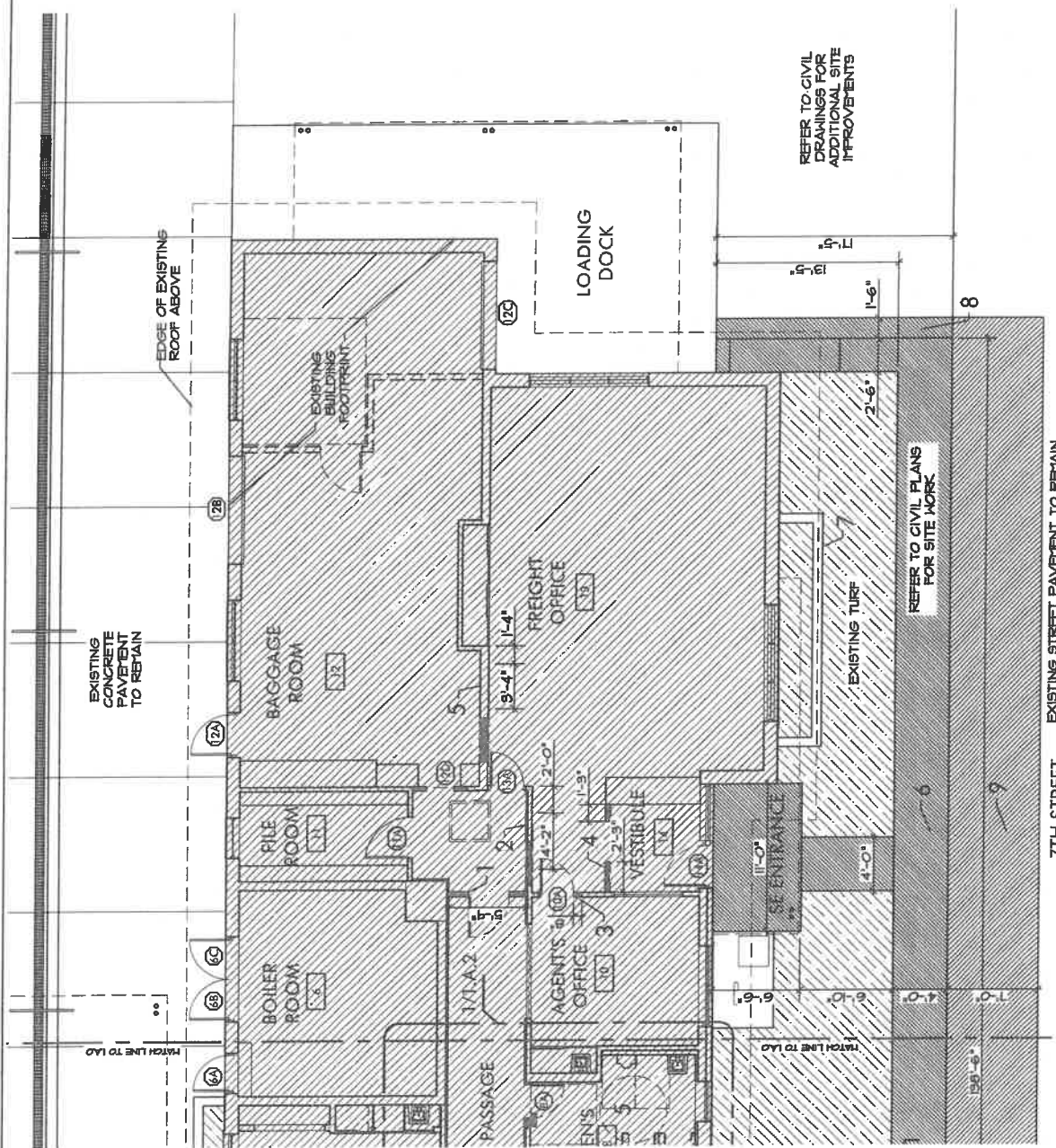


DATE	BY	DESCRIPTION

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	8	10
F.A. NO.				Page 3 of 40

DEMOLITION NOTES:

1. Remove entire wood framed wall and door.
2. Remove and salvage wood paneling and trim on "Passage" side of wall. Cut and remove structural clay tile and plaster wall for 4'-2" wide x 6'-10" Tall R.O. Provide steel angle ledger per 2/5.A.1.
3. Remove wood door and metal frame; salvage all door hardware components. Cut and remove CMU and plaster wall for 3'-2" wide x 7'-4" tall R.O. Provide steel angle ledger at head per 1/5.A.2.
4. Remove partial height wall.
5. Cut and remove CMU and plaster wall for 3'-2" wide and 7'-4" tall R.O. Provide steel angle ledger at head per 2/5.A.2.
6. Remove concrete sidewalk per Civil drawings. (Bid as part of Site Improvements.)
7. Remove railroad tie planter. (Bid as part of Site Improvements.)
8. Remove concrete pavement per Civil drawings. (Bid as part of Site Improvements.)
9. Remove street pavement per Civil drawings. (Bid as part of Site Improvements.)



KANSAS DEPARTMENT OF TRANSPORTATION				
DEMOLITION PLAN - EAST PORTION				
1.A.1				
Rev #1 - Dec 9, 2016				
FRWA APPROVAL	XX-XX-XX	APPD	QUANTITIES	TRACED
DESIGNED	DESIGN CK.	QUAN. CK.	TRACE CK.	

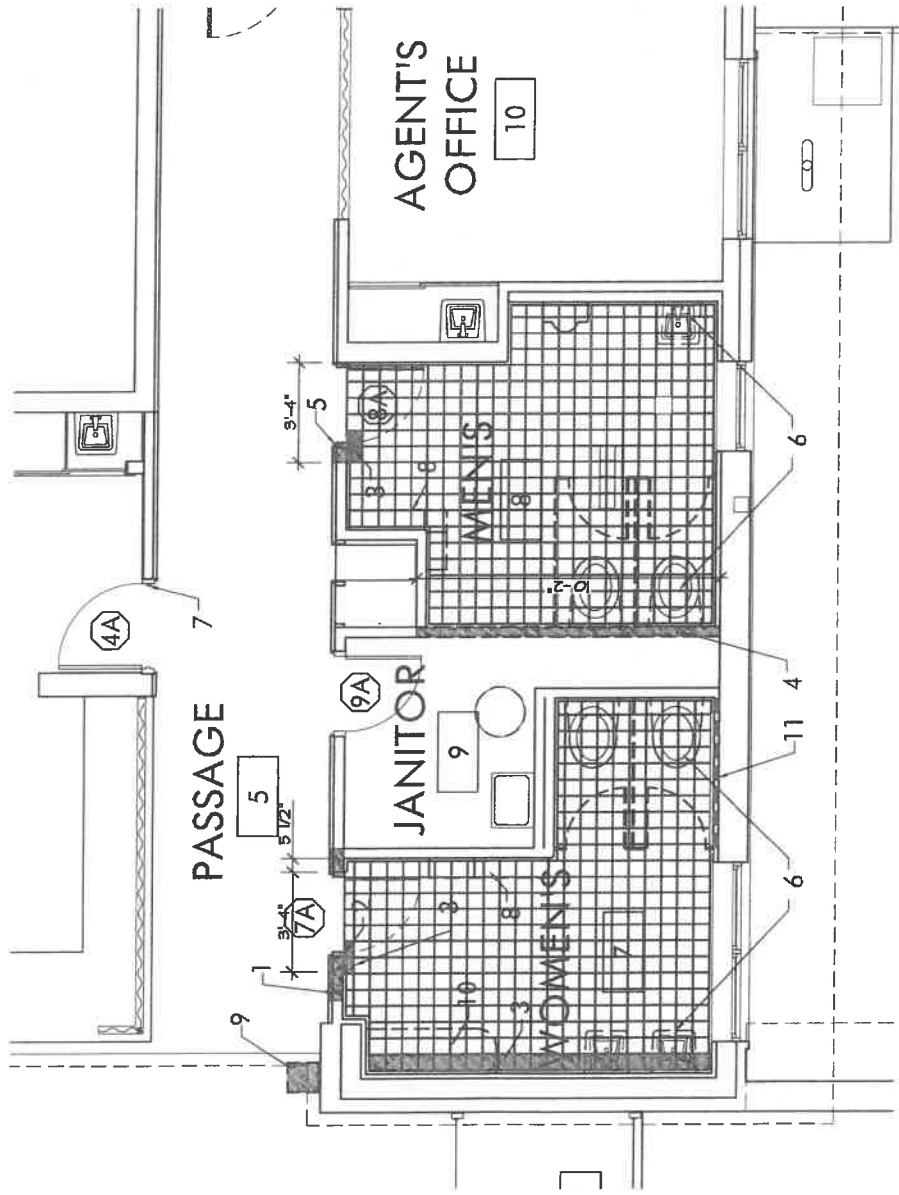
1 DEMOLITION PLAN - EAST PORTION
1/8" = 1'-0"



STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	7
F.A. NO.			Page 4 of 40

DEMOLITION NOTES:
 1. Remove 1-5/8" thick structural clay tile at upper portion of wall (re: 2/3.A.0.)

2. Remove and salvage wood paneling and trim around door on "Passage" side of wall (remove paneling to closest vertical joint). Remove wood door and metal frame; salvage all door hardware components. Cut and remove structural clay tile wall for 3'-2" wide x 6'-10" tall R.O. Provide steel angle ledger at head per 2/5.A.1.
3. Remove floor tiles as shown (43 full and partial tiles total).
4. Remove structural clay tile wall as shown; salvage structural clay tiles for reuse.
5. Remove and salvage wood paneling and trim around door on "Passage" side of wall (remove paneling to closest vertical joint). Remove wood door and metal frame; salvage all door hardware components. Cut and remove structural clay tile wall for 3'-2" wide x 6'-10" tall R.O. Provide steel angle ledger at head per 2/5.A.1.
6. Remove existing fixtures in both bathrooms (lavatories, toilets, urinals); salvage lavatories for reuse.
7. Cut and remove door stop on east jamb up to 34" above finish floor to make door width ADA accessible. Weld metal patch into cut jamb.
8. Remove existing fan coil unit, wood framed chase, and related piping.
9. Remove existing water fountain.
10. Remove and salvage existing shelf and hardware.
11. Remove bottom two courses of structural glazed tile to provide ADA toe clearance width at new toilet stall.



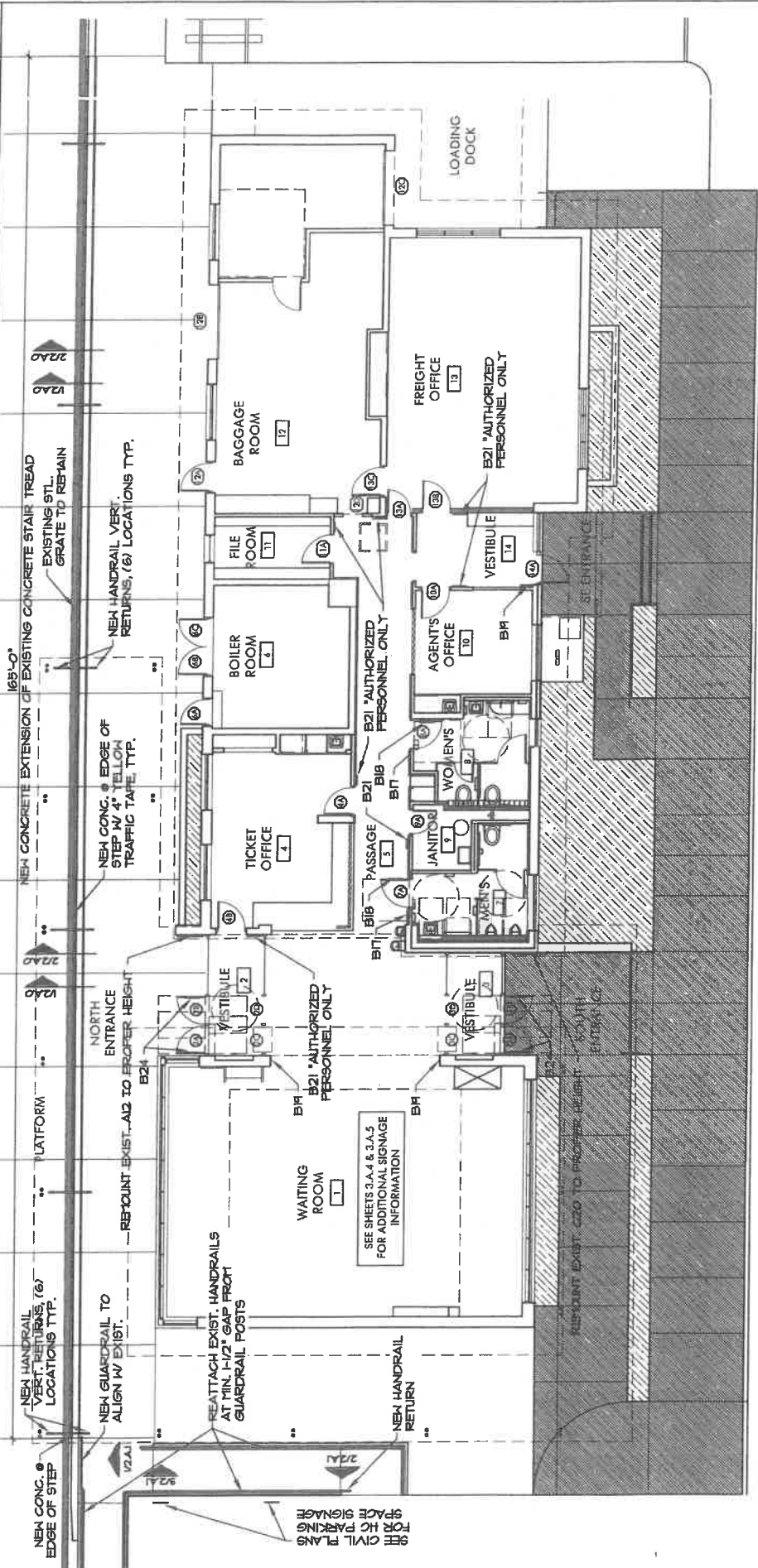
KANSAS DEPARTMENT OF TRANSPORTATION			
DEMOLITION PLAN - BATHROOMS 7 & 8			
1.A.2			
Rev #1 - Dec 9, 2016			
DESIGNED	DESIGNED	QUANTITIES	TRACED
DESIGN CR.	DESIGN CR.	QUAN. CR.	TRACE CR.

1 DEMOLITION PLAN - BATHROOMS 7 & 8
 1/4" = 1'-0"



DATE	BY	SCALE	PROJECT

STATE	PROJECT NO.	YEAR	SHEET TOTAL
KANSAS	23 TE-0373-01	2014	8 SHEETS
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KANSAS DEPARTMENT OF TRANSPORTATION			
FLOOR PLAN OVERVIEW			
1.A.3			
Rev #1 - Dec 9, 2016			
FHWA APPROVAL	DESIGNED	QUANTITIES	TRACED
XX-XX-XX	APP'D	XXX	XXX
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

7TH STREET

7TH STREET

TRUE NORTH

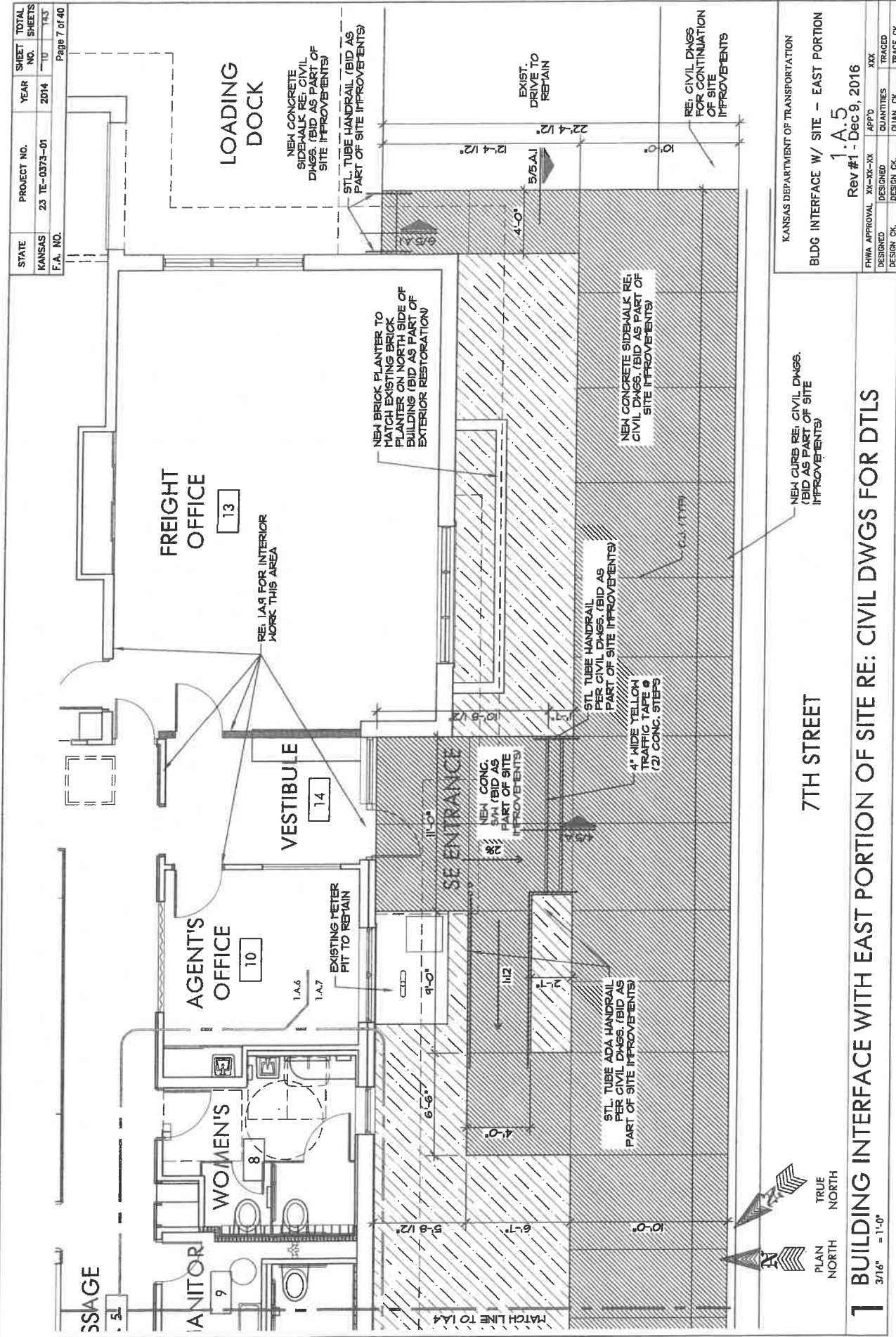
PLAN NORTH

3/32" = 1'-0"

1 FLOOR PLAN OVERVIEW, PLATFORM STEP, HANDRAIL MODIFICATIONS & SIGNAGE

DATE	BY	REVISION

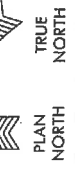
STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	10	143
F.A. NO.	YEAR	Page 7 of 40	
	2014		



KANSAS DEPARTMENT OF TRANSPORTATION			
BLDG INTERFACE W/ SITE - EAST PORTION			
1.A.5			
Rev #1 - Dec 9, 2016			
FHWA APPROVAL	XX-RX-XX	APP'D	XXX
DESIGNED	QUANTITIES	TRACED	CKK
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

NEW CURB RE: CIVIL DWGS. (BID AS PART OF SITE IMPROVEMENTS)

7TH STREET



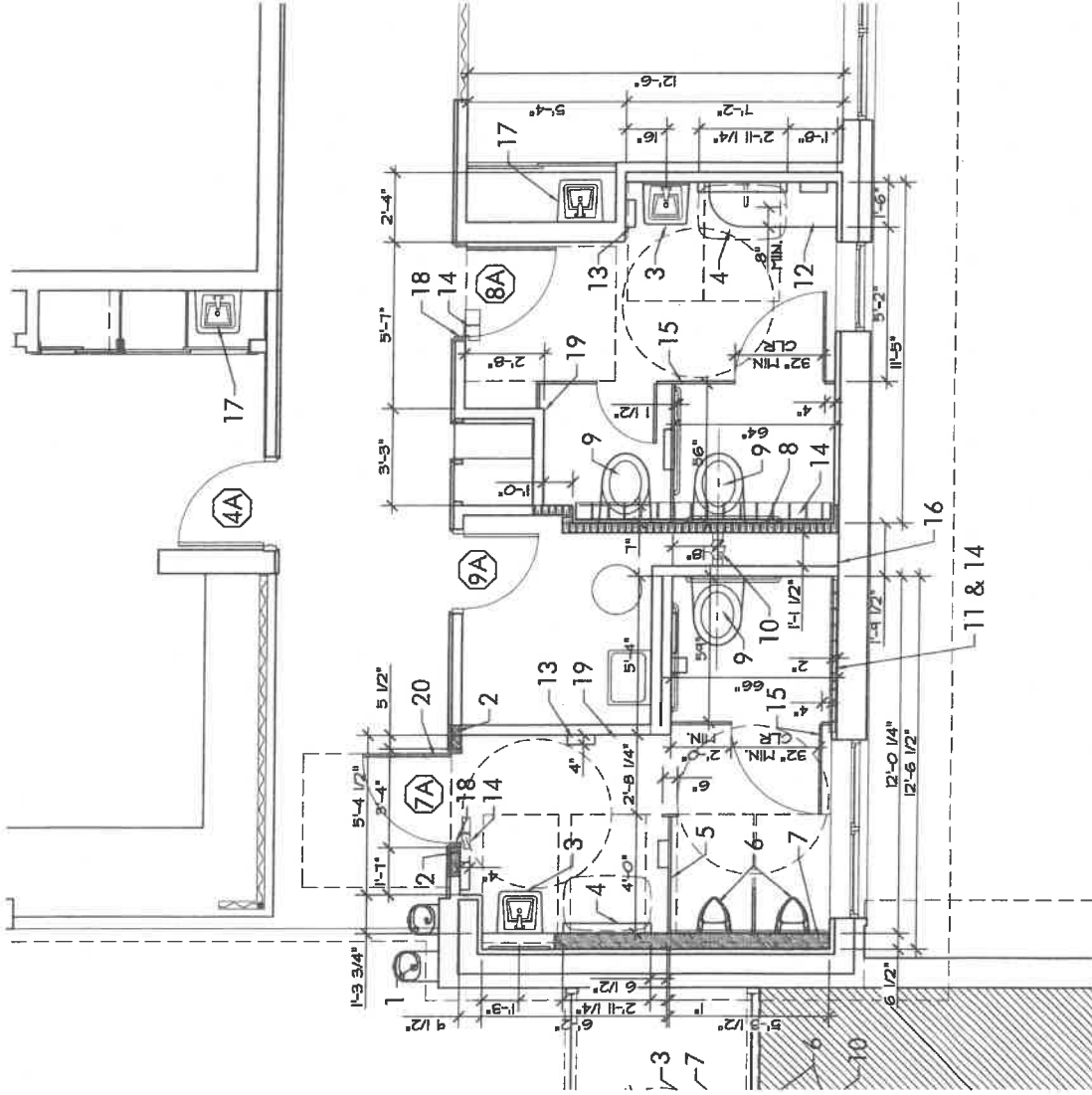
1 BUILDING INTERFACE WITH EAST PORTION OF SITE RE: CIVIL DWGS FOR DTLs
3/16" = 1'-0"

DATE	BY	REVISION

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	11	143
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NOTES:

1. Install ADA bi-level drinking fountain.
2. Replace exist. 1-5/8" thick structural clay tiles at upper portion of wall with salvaged 3-5/8" structural clay tiles; approximately 22 full and partial tiles (Re: 2/3.A.0).
3. Install salvaged lavatories.
4. Install wall-hung horizontal diapering station.
5. Install partition in accordance with ADA standards.
6. Install wall-hung urinal.
7. Construct structural clay tile wall, 3'-3 1/8" A.F.F. -- See details on sheet 5.A.0.
8. Construct structural clay tile wall, -- See sections on sheet 5.A.0.
9. Install wall-hung ADA toilet
10. Install back-to-back siphon jet
11. Remove two courses (9" A.F.F. min.) of structural clay tile for ADA toe clearance at toilet stall.
12. Install salvaged shelf with salvaged hardware; height as shown in elevation drawings. Install bracket under work surface 8" minimum from the exposed edge of the shelf.
13. Install wall-hung automatic hand dryer.
14. Install ceramic floor tiles to match originals.
15. Install toilet partitions in accordance with ADA standards.
16. Provide steel angle brace at south end of existing structural clay tile wall; Attach #353 de-banded shear anchors to ext. wall & embed into every third bed joint of exist. tile wall; See detail 3/5.A.2.
17. (2) Existing ceramic wall-hung lavatories; Clear drain lines for proper operation.
18. Note: Paper towel dispenser mounted adjacent to Door 7A is allowed because the door does not latch. See head and jamb details 2/5.A.1 at structural clay tile walls.
19. Point mortar joints where anchoring devices are removed with fan coil unit, piping chase, and piping.

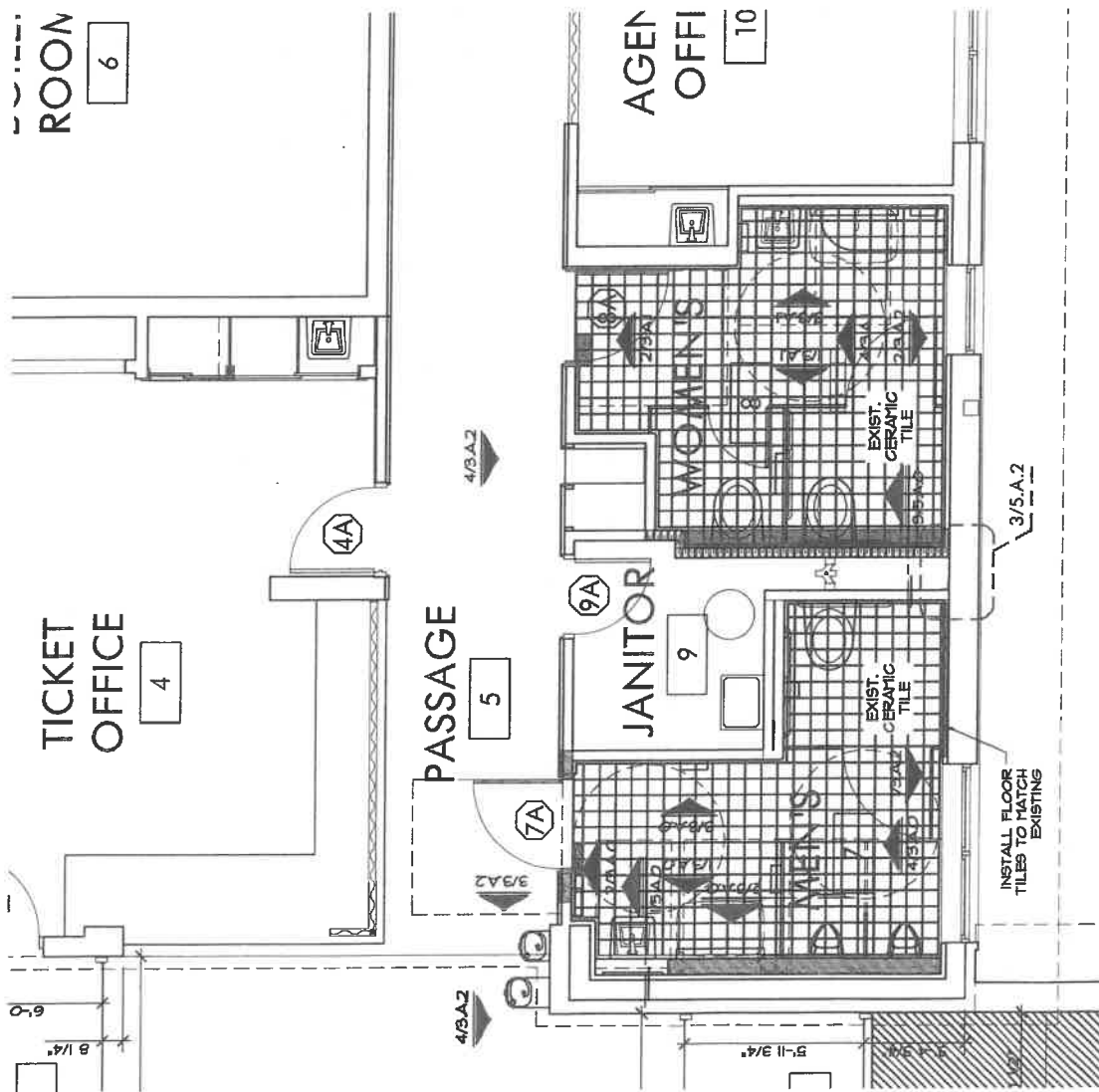


TRUE NORTH

1 FLOOR PLAN - TICKET OFFICE, BATHROOM 7 & BATHROOM 8
1/4" = 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION			
FLOOR PLAN - TICKET OFFICE, BATHROOMS			
Rev #1 - Dec 9, 2016			
FWA APPROVAL	XX-XX-XX	APPD	XXX
DESIGNED	DESIGN CK.	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	12	143
F.A. NO.	YEAR	Page 9 of 40	
	2014		



DATE	BY	REVISION



1 FLOOR PLAN - TICKET OFFICE, BATHROOM 7, & BATHROOM 8

1/4" = 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION			
FLOOR PLAN -- TICKET OFFICE, BATHROOMS			
Rev #1 - Dec 9, 2016			
1-A.7	APP'D	QUANTITIES	TRACED
DESIGNED	DESIGN CK.	QUAN. CK.	TRACE CK.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0375-01	2014	13	143
F.A. NO.	Page 10 of 40			

- NOTES:**
1. Install wireless ADA door operator wall plates (2) @ each vestibule. Operator not to project more than 4" from wall, typ.
 2. Install low-energy overhead ADA door operator.
 3. Install concealed overhead door closer.
 4. Existing in-floor door closer enclosures to remain
 5. Existing radiator to remain; Remove piping.
 6. Existing aluminum storefront and doors to remain. Replace hardware as indicated in schedule. Modify push bars for incorporation of new panic hardware. See elevations 3/2.A.0, 4/2.A.0, and 5/3.A.3.
 7. Install (1) salvaged overhead door holder; Provide (1) overhead door holder to match salvaged holder.
 8. Install deadlatch paddle device w/ salvaged push handles attached to paddle (Re: 4/5.A.2).
 9. Reinstall original brochure rack to a reach range level between 15" and 48" A.F.F.
 10. Install Lexan kickplate panel on interior of glass flush with inside face of door. (Re: 1/5.A.3)
 11. Reinstall original shelf to a level where the bottom leading edge is at a detectable height of 27" A.F.F. & shelf is at 32" A.F.F.
- Other Notes -** Replace remaining deadbolts with dummy cylinders; Remove existing overhead door closers. Cover screw holes in aluminum storefront framing members & doors with sheet aluminum to match existing finish.

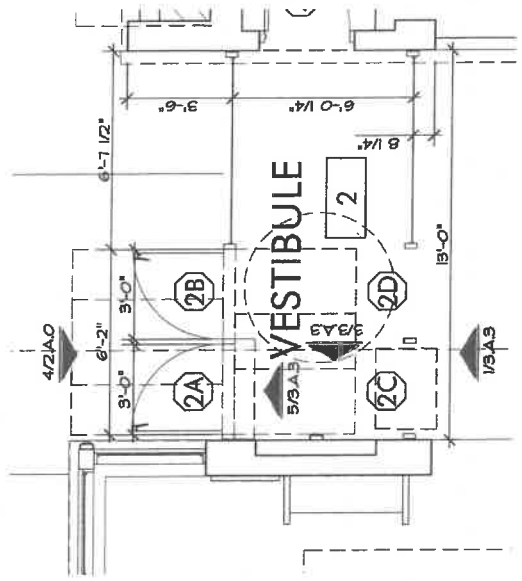
KANSAS DEPARTMENT OF TRANSPORTATION

FLOOR PLAN - VESTIBULES 2 & 3

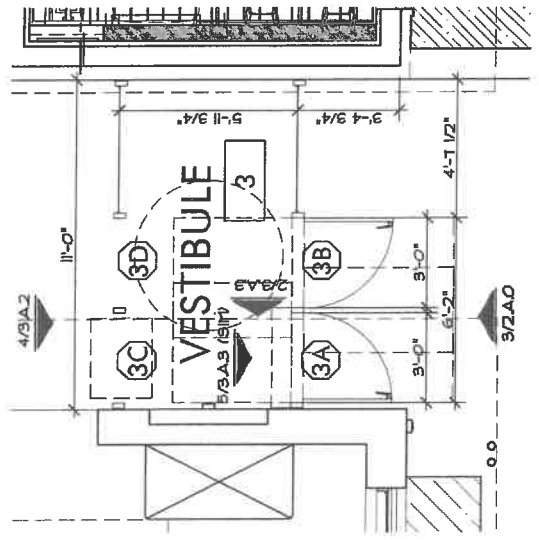
1.A.8

Rev #1 - Dec 9, 2016

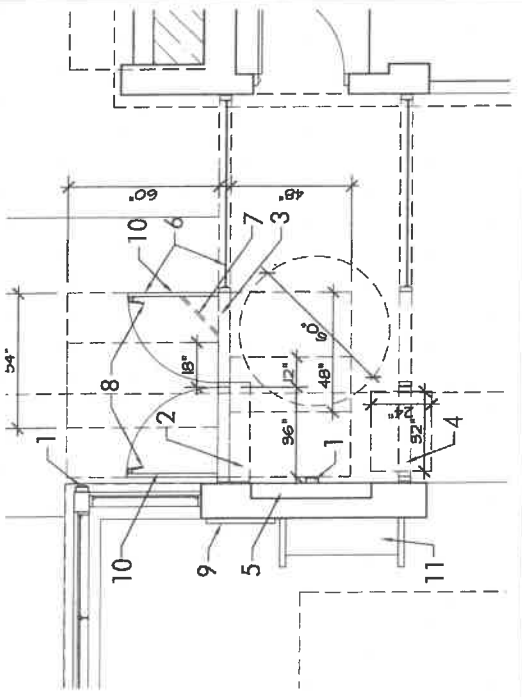
DESIGNED	QUANTITIES	TRACE
DESIGN CK.	QUAN. CK.	TRACE CK.



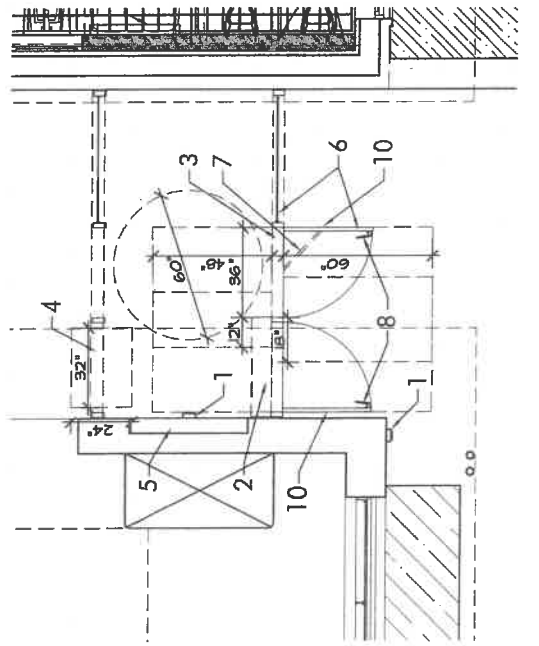
2 FLOOR PLAN VESTIBULE 2
1/4" = 1'-0"



3 FLOOR PLAN VESTIBULE 3
1/4" = 1'-0"



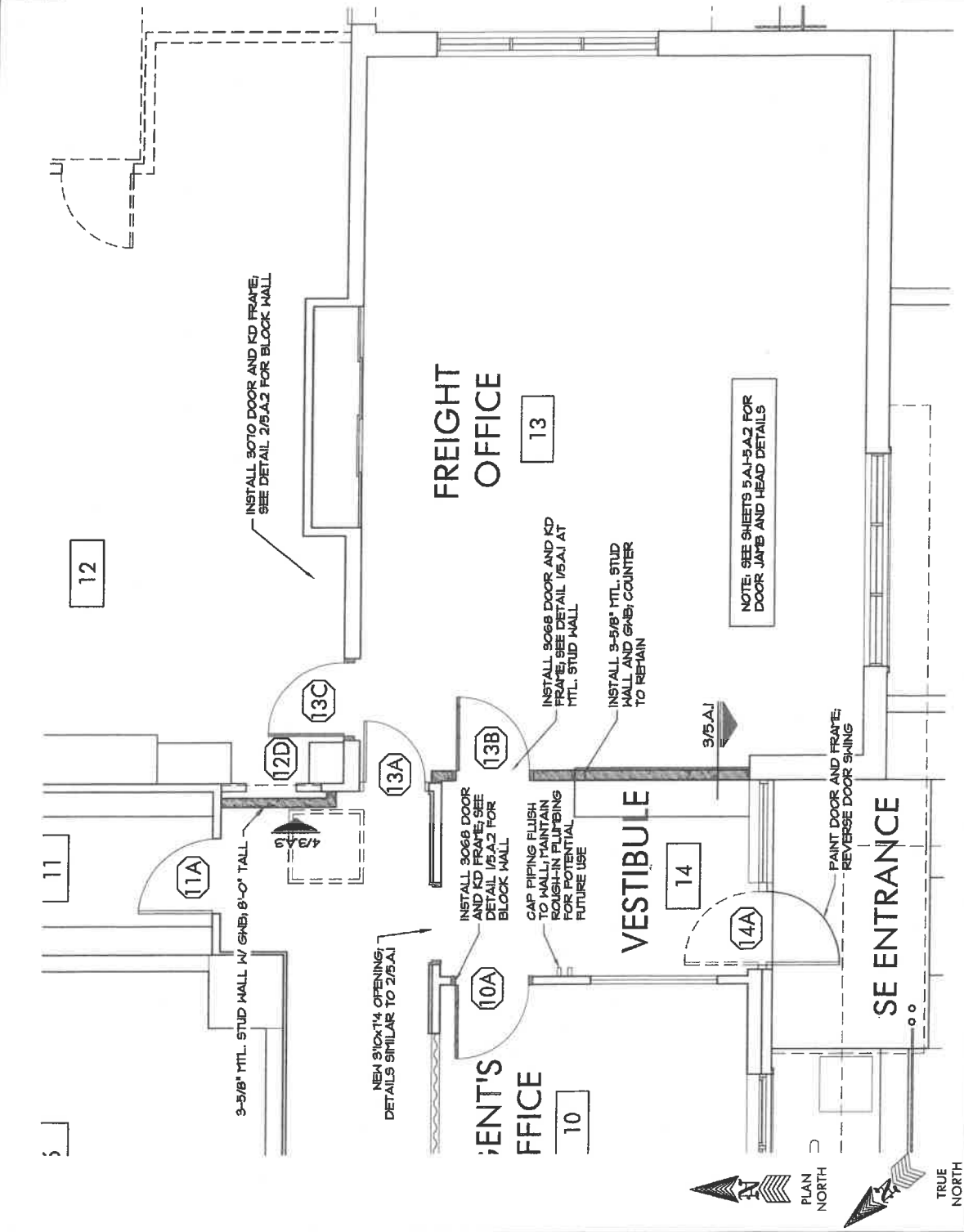
1 FLOOR PLAN VESTIBULE 2
1/4" = 1'-0"



4 FLOOR PLAN VESTIBULE 3
1/4" = 1'-0"

DATE	BY	REVISION

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	14	14
F.A. NO.	YEAR	Page 11 of 40	
	2014		

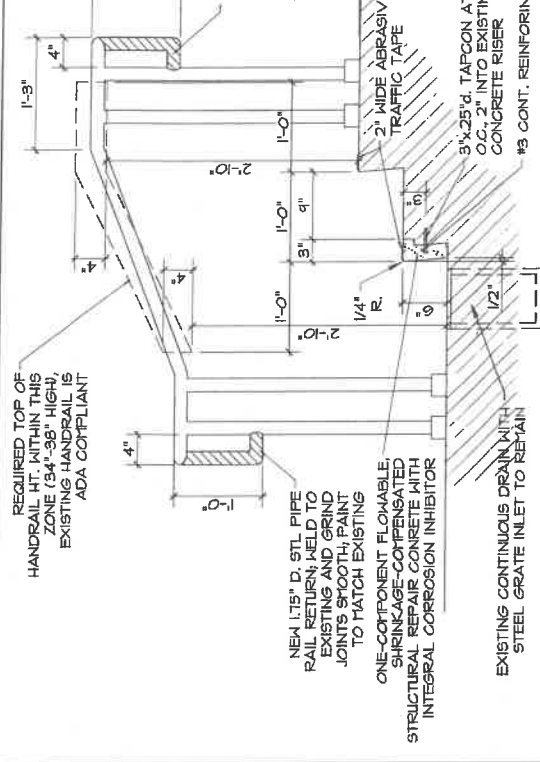


KANSAS DEPARTMENT OF TRANSPORTATION			
FLOOR PLAN-FREIGHT OFFICE, VESTIBULE 14			
Rev #1 - Dec 9, 2016			
FRWA APPROVAL	XX-XX-XX	APPD	XXX
DESIGNED	...	QUANTITIES	TRACED
DESIGN CK.	...	DESIGN CK.	QUAN. CK.
			TRACE CK.

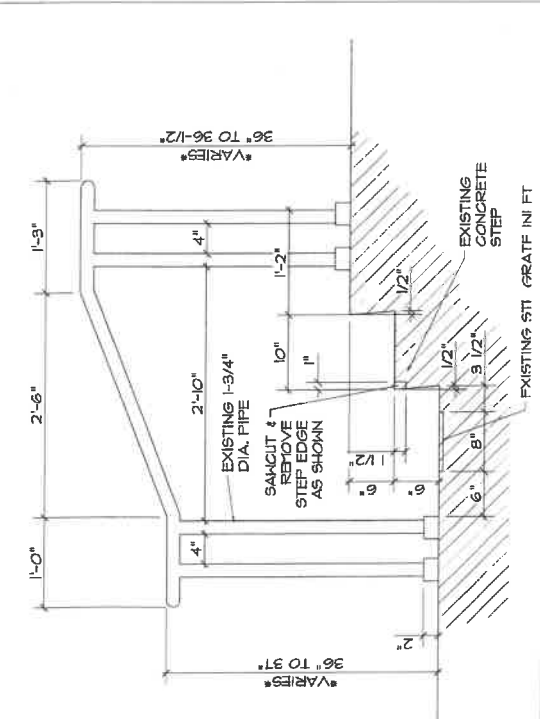
1 FLOOR PLAN FREIGHT OFFICE & VESTIBULE 14
 1/4" = 1'-0"

DATE	
BY	
CHECKED	
DESIGNED	
PLOTTED	
PRINTED	

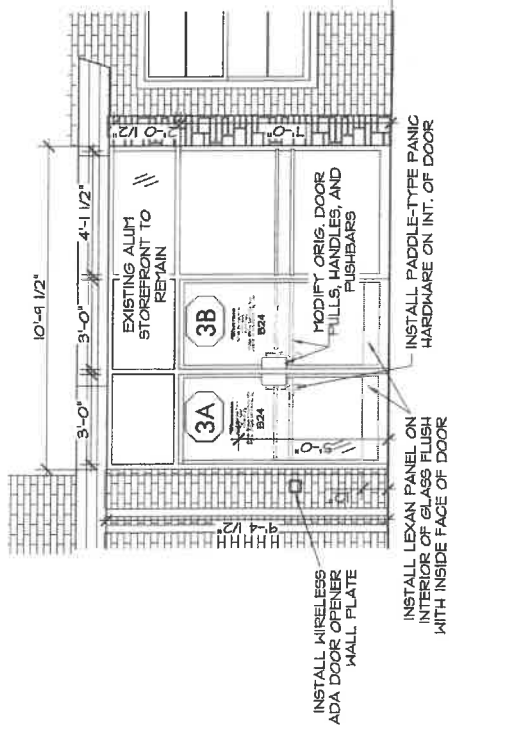
STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	23	113
F.A. NO.		Page 12 of 40	



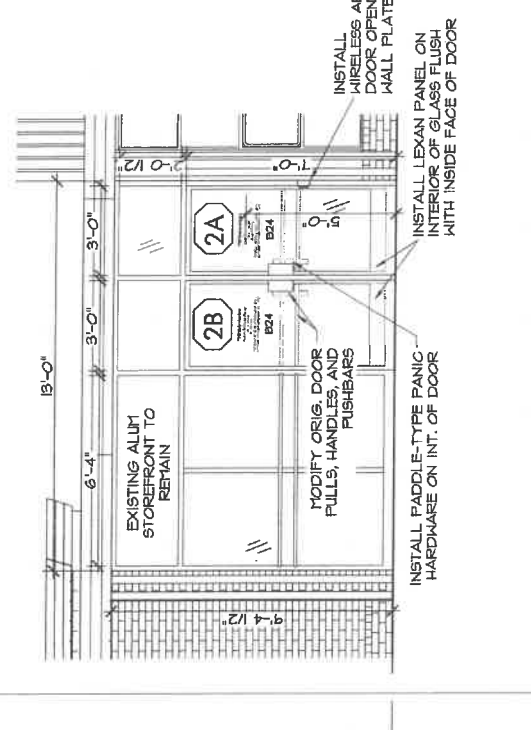
1 EXIST. TYP. PLATFORM STEP & HANDRAIL
3/4" = 1'-0"



2 PROP. TYP. PLATFORM STEP & HANDRAIL MODIFICATIONS
3/4" = 1'-0"



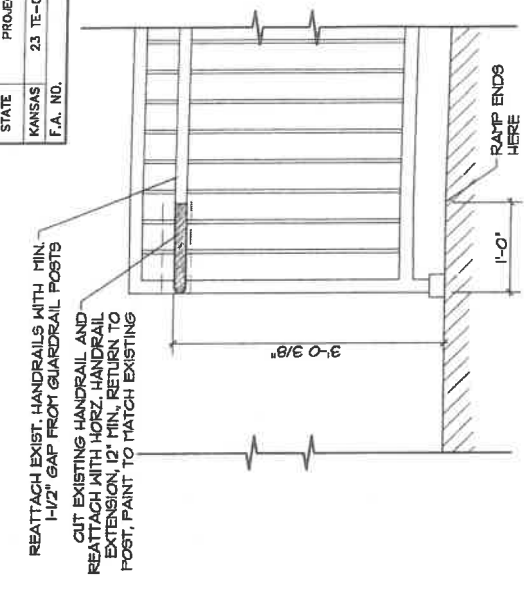
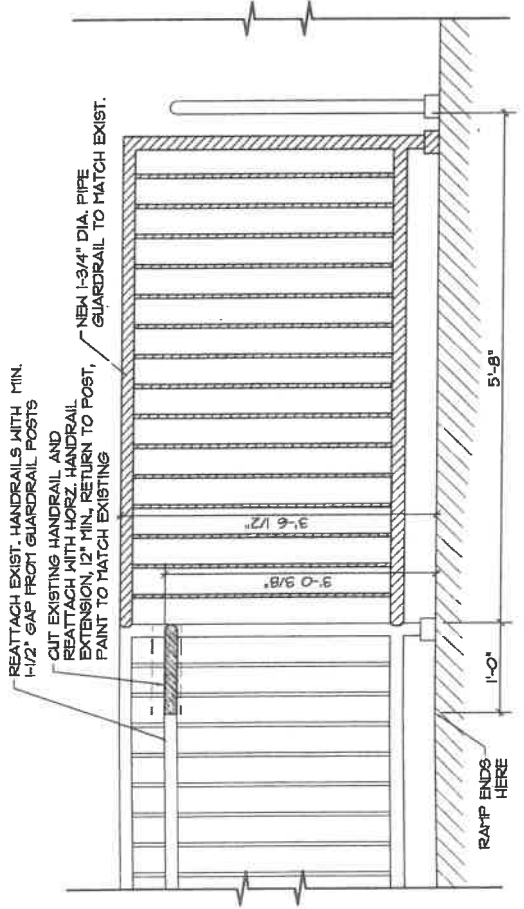
3 SOUTH STOREFRONT
3/16" = 1'-0"



4 NORTH STOREFRONT
3/16" = 1'-0"

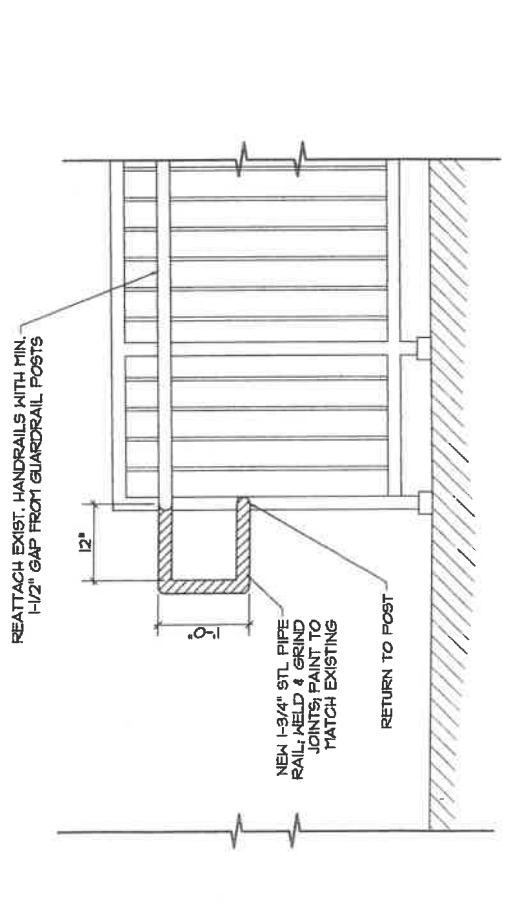
KANSAS DEPARTMENT OF TRANSPORTATION			
ELEVATION DETAIL			
2.A.0			
Rev #1 - Dec 9, 2016			
FINAL APPROVAL	XX-XX-XX	APPD	XXX
DESIGNED	DESIGNER	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	24	100
F.A. NO.			Page 13 of 40	



1 PROPOSED GUARDRAIL
 3/4" = 11-0"

3 PROPOSED HANDRAIL EXTENSION
 3/4" = 11-0"

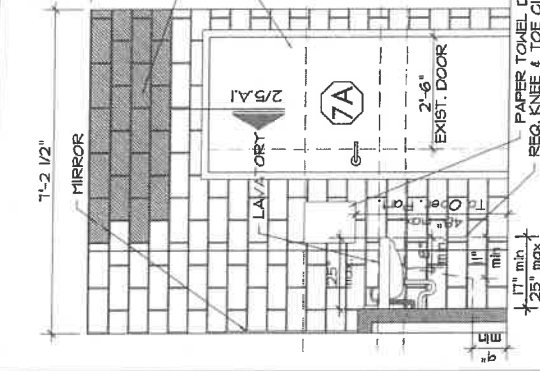


2 PROPOSED HANDRAIL RETURN
 3/4" = 11-0"

KANSAS DEPARTMENT OF TRANSPORTATION			
ELEVATION DETAIL			
2-A-1			
Rev #1 - Dec 9, 2016			
FWA APPROVAL	XX-XX-XX	APPD	XXX
DESIGNED	DESIGN CK.	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

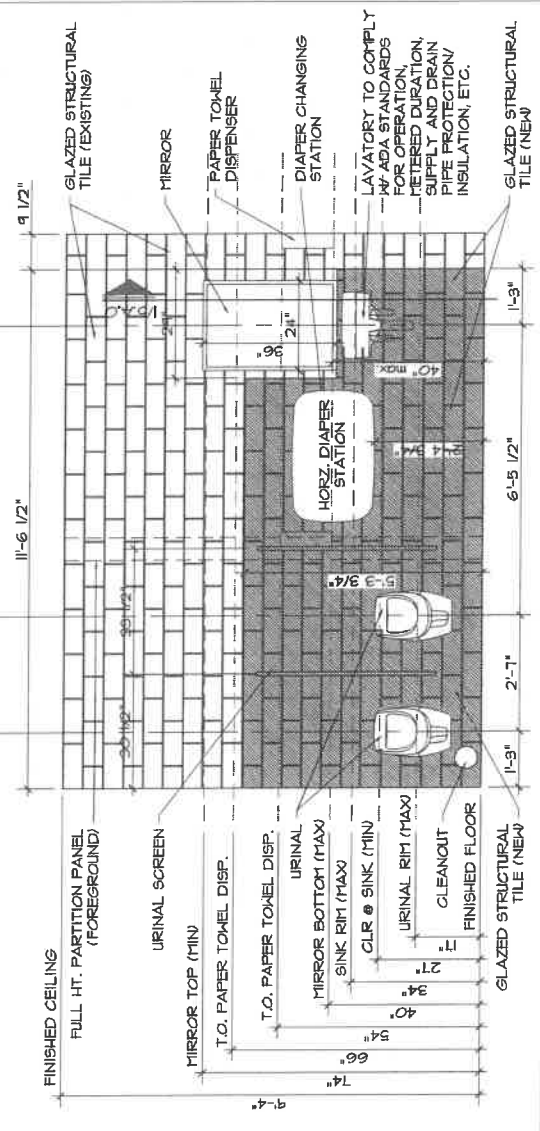
DATE	BY	DESCRIPTION

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	27	183
F.A. NO.	Page 14 of 40			



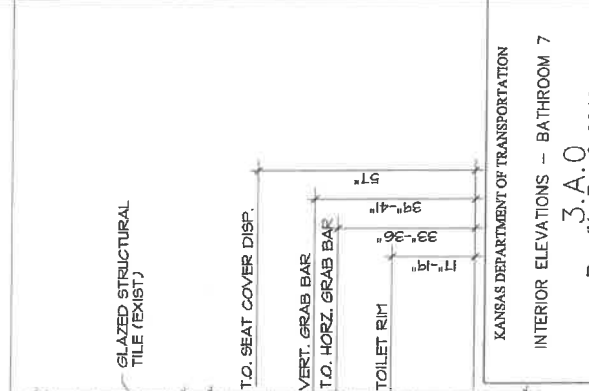
1 WEST WALL MEN'S BATHROOM

3/8" = 1'-0"



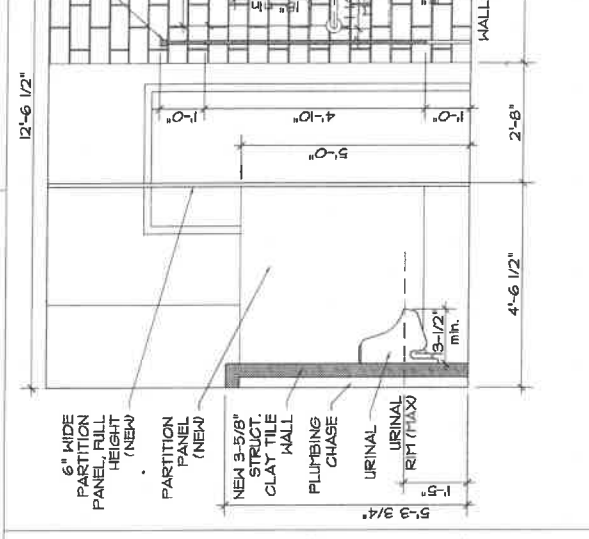
2 NORTH WALL MEN'S BATHROOM

3/8" = 1'-0"



3 EAST WALL MEN'S BATHROOM

3/8" = 1'-0"

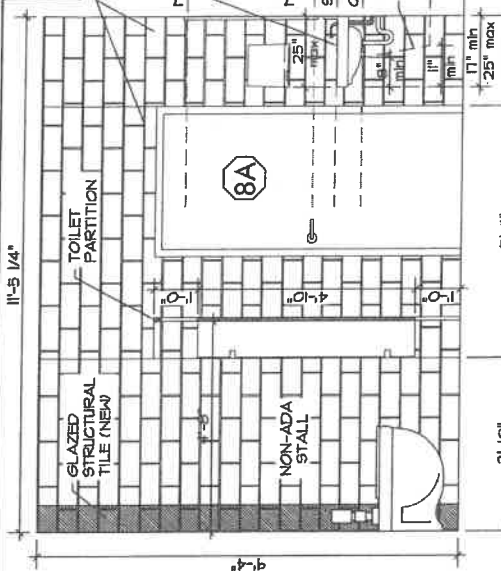


4 NORTH VIEW MEN'S BATHROOM

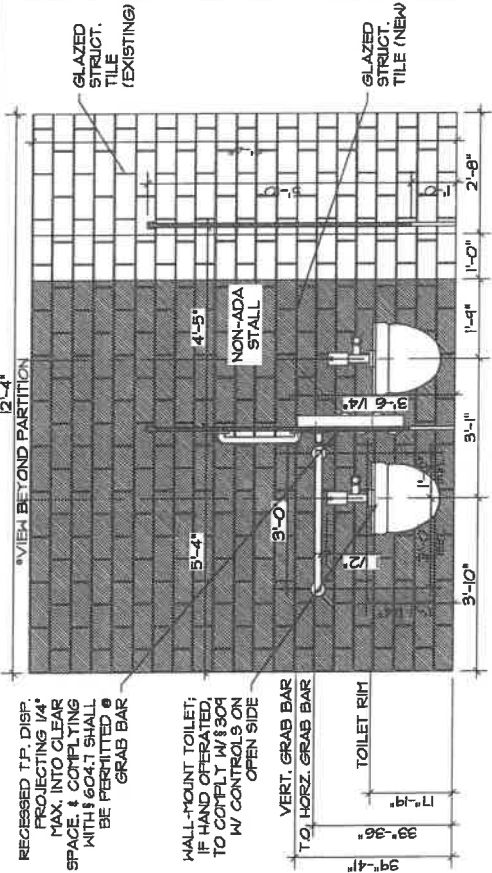
3/8" = 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION	
INTERIOR ELEVATIONS - BATHROOM 7	
3.A.0	
Rev #1 - Dec 9, 2016	
DESIGNED	QUANTITIES
DESIGN CK.	QUAN. CK.
APPROV.	TRACED
DATE	BY

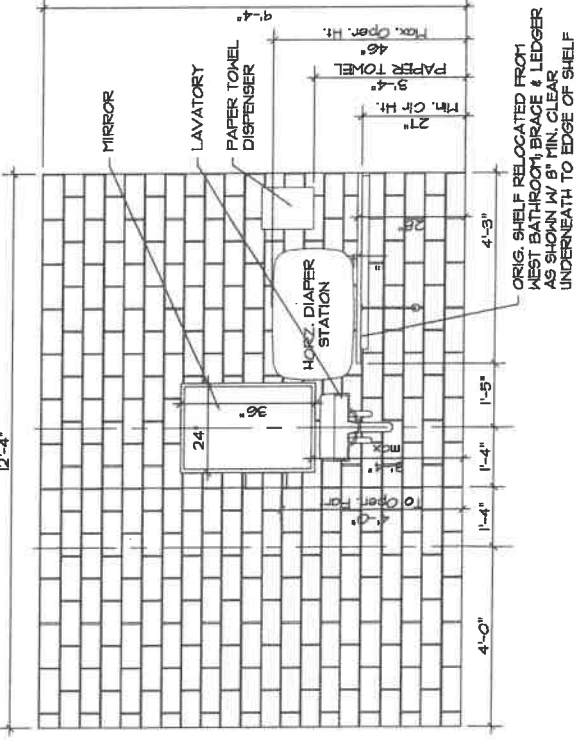
STATE	PROJECT NO.	SHEET TOTAL
KANSAS	23 TE-0373-01	NO. SHEETS
F.A. NO.		23
GLAZED STRUCTURAL TILE (EXIST.)		23
		Page 15 of 40



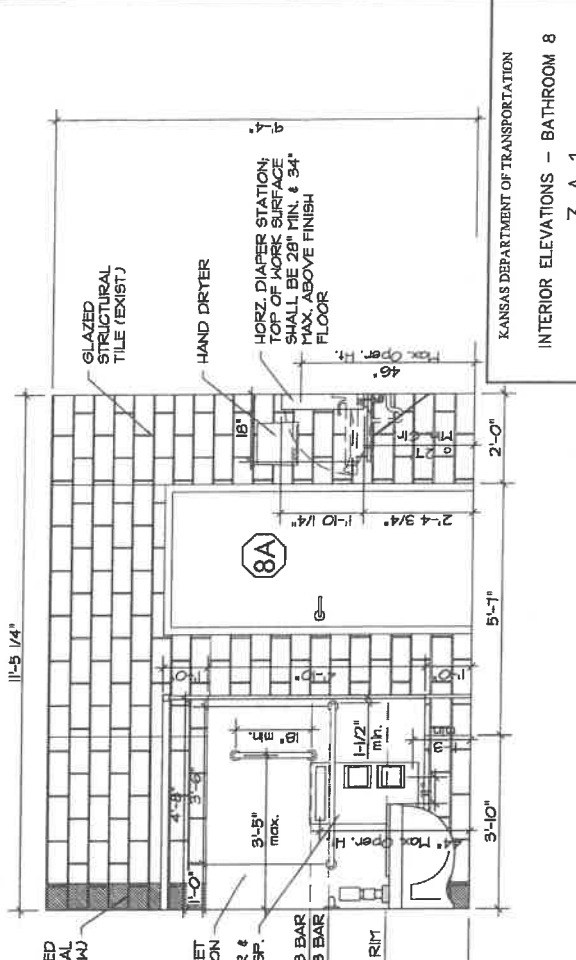
2 NORTH WALL WOMEN'S BATHROOM
3/8" = 1'-0"



1 WEST WALL WOMEN'S BATHROOM
3/8" = 1'-0"



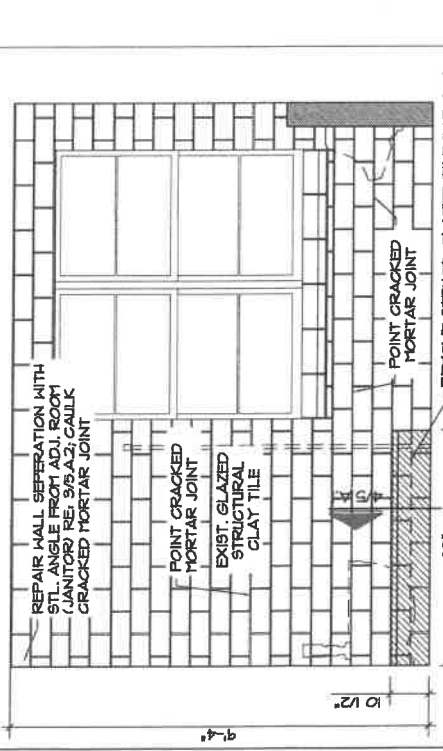
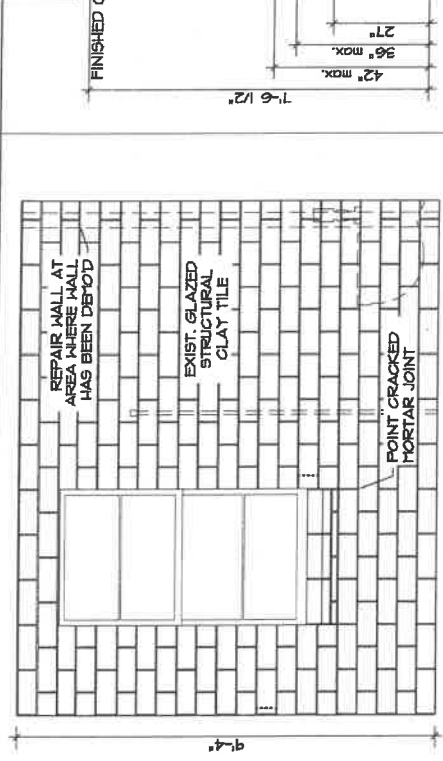
4 NORTH VIEW WOMEN'S BATHROOM
3/8" = 1'-0"



3 EAST WALL WOMEN'S BATHROOM
3/8" = 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION	
INTERIOR ELEVATIONS - BATHROOM 8	
3 A.1	
Rev #1 - Dec 9, 2016	
PHWA APPROVAL	XX-XX-XX
DESIGNED	QUANTITIES
DESIGN CK.	DESIGN CK.
	QUAN. CK.
	TRACE CK.

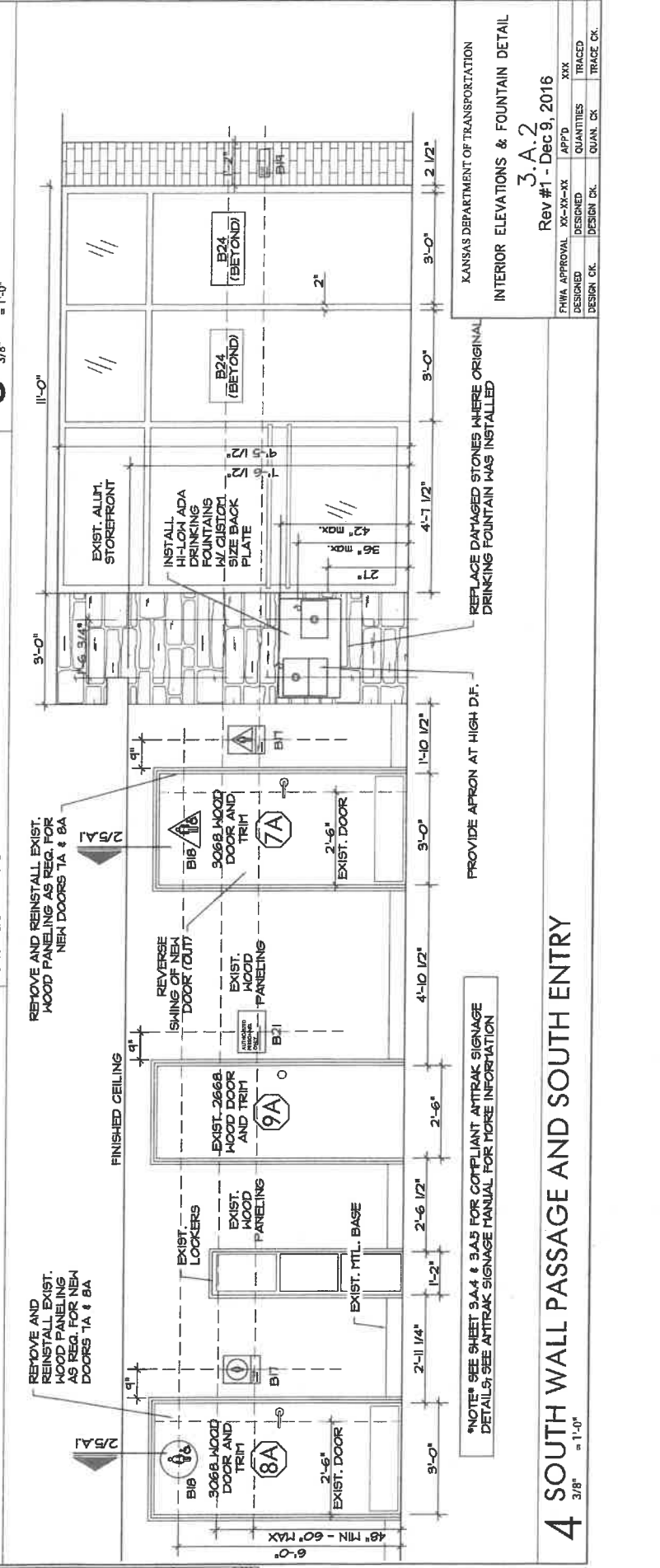
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	29	163
F.A. NO.				Page 16 of 40



1 SOUTH WALL MEN'S BATHROOM
3/8" = 1'-0"

2 SOUTH - WOMEN'S RESTROOM
3/8" = 1'-0"

3 DRINKING FOUNTAIN
3/8" = 1'-0"



KANSAS DEPARTMENT OF TRANSPORTATION

INTERIOR ELEVATIONS & FOUNTAIN DETAIL

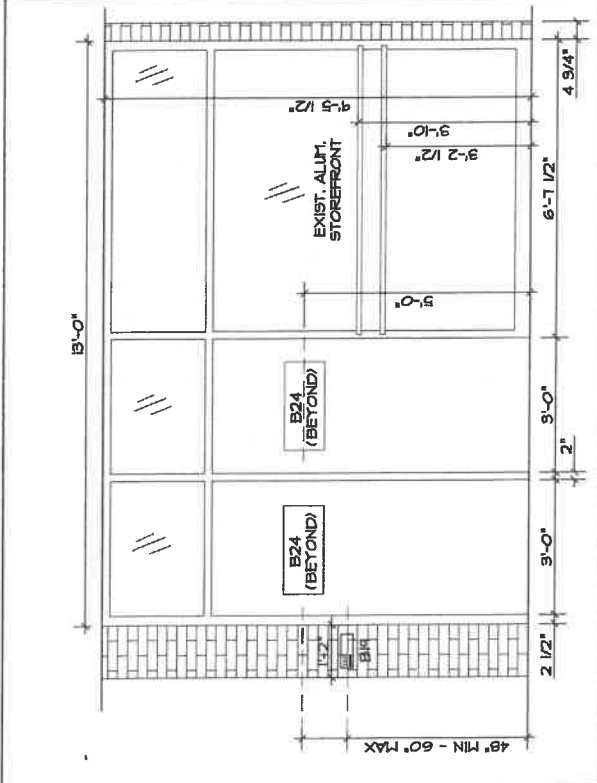
3.A.2

Rev #1 - Dec 9, 2016

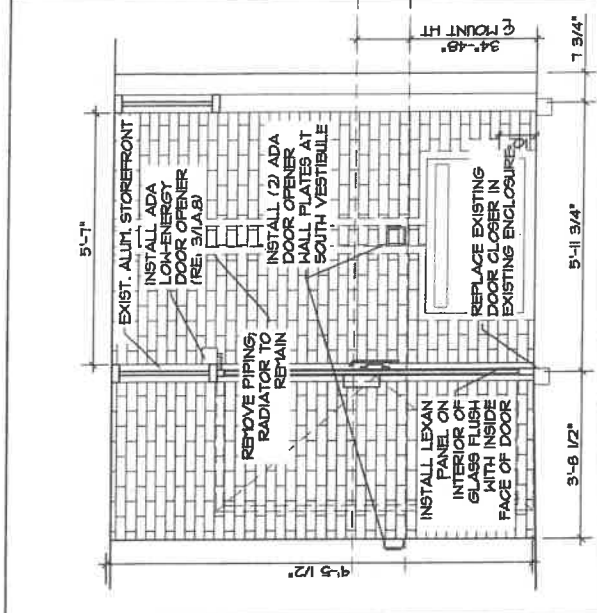
FMHA APPROVAL	XX-XX-XX	APP'D	XXX
DESIGNED	DESIGNED	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

STATE	PROJECT NO.	YEAR	SHEET TOTAL
KANSAS	23 TE-0373-01	2014	NO. SHEETS
F.A. NO.			30

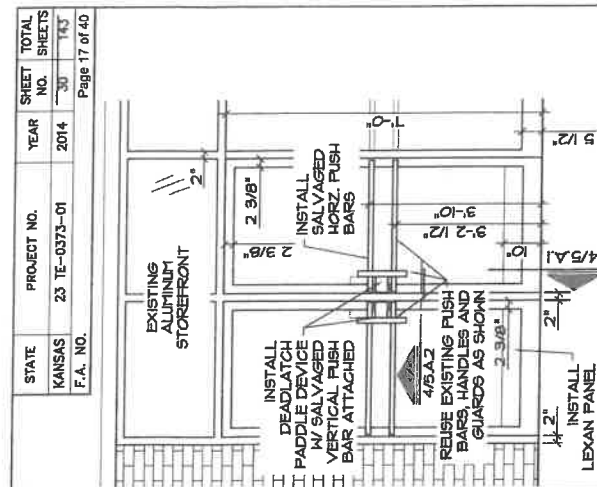
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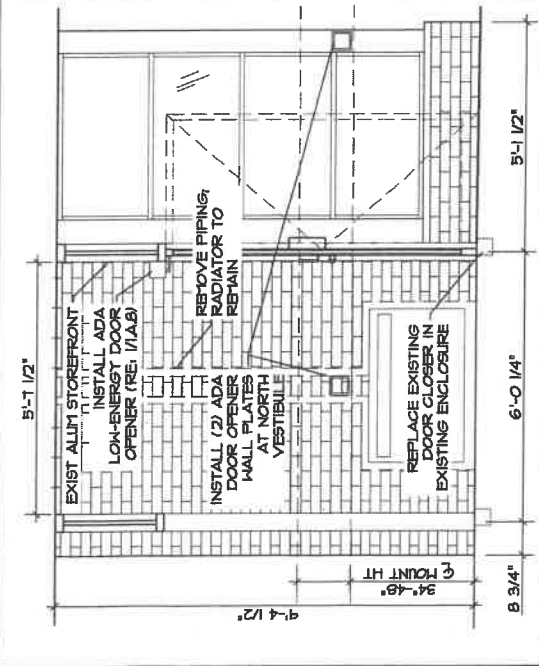
1 NORTH ENTRY
3/8" = 1'-0"



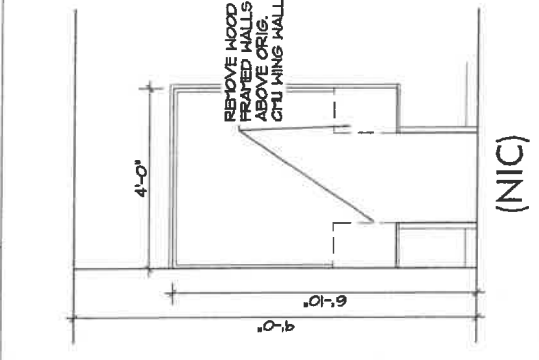
2 WEST WALL SOUTH VESTIBULE
3/8" = 1'-0"



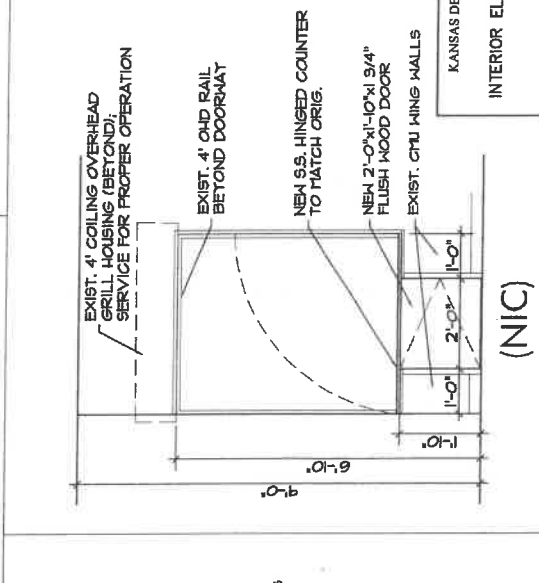
5 PANIC HARDWARE
3/8" = 1'-0"



3 WEST WALL NORTH VESTIBULE
3/8" = 1'-0"



4 WEST SIDE - DOOR 12D DEMO & PROP.
3/8" = 1'-0"



KANSAS DEPARTMENT OF TRANSPORTATION

INTERIOR ELEVATIONS & DOOR 12D DETAIL

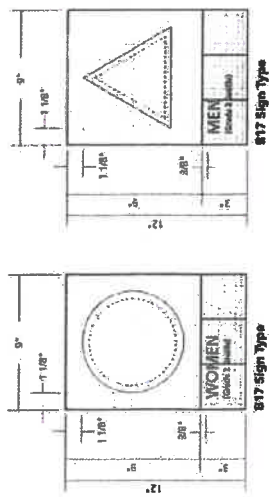
3.A.3

REV #1 - DEC 9, 2016

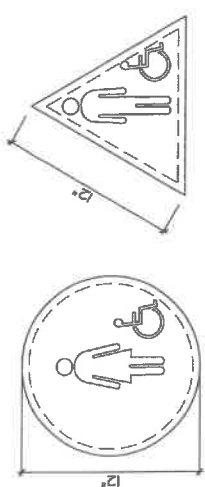
DESIGNED	QUANTITIES	TRACED
DESIGN CK.	QUAN. CK.	TRACE CK.

DATE	BY

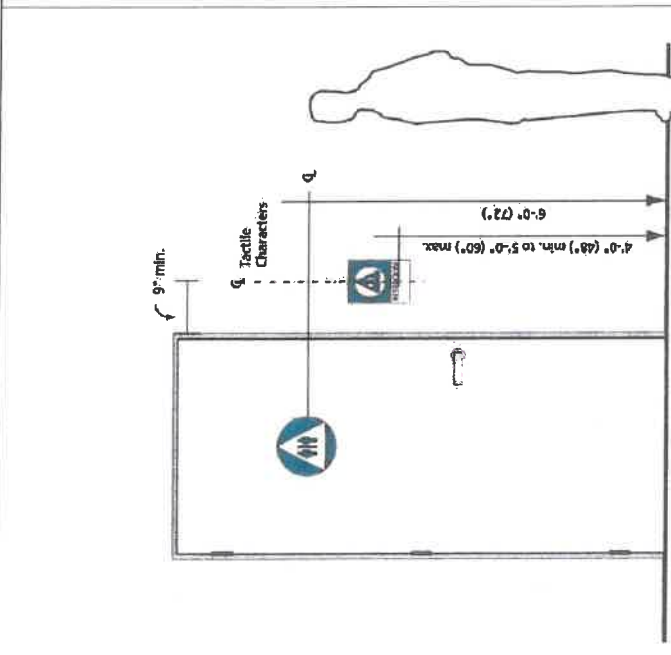
STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	307
F.A. NO.			Page 18 of 40



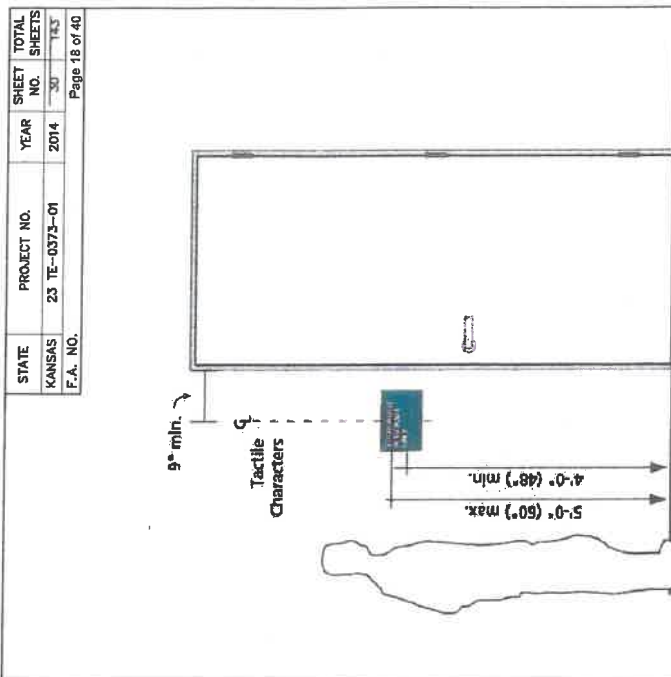
1 SIGN B17 DETAILS
1-1/2" = 1'-0"



2 SIGN B18 DETAILS
1-1/2" = 1'-0"

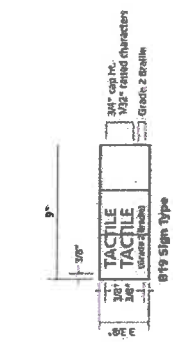


3 SIGN B17 & B18 MOUNTING HTS
1/2" = 1'-0"

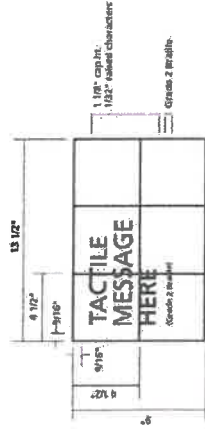


B21 Sign Type Wall Mounted

4 SIGN B19 & B21 MOUNTING HTS
1/2" = 1'-0"



5 SIGN B19 DETAIL
1-1/2" = 1'-0"



6 SIGN B21 DETAIL
1-1/2" = 1'-0"

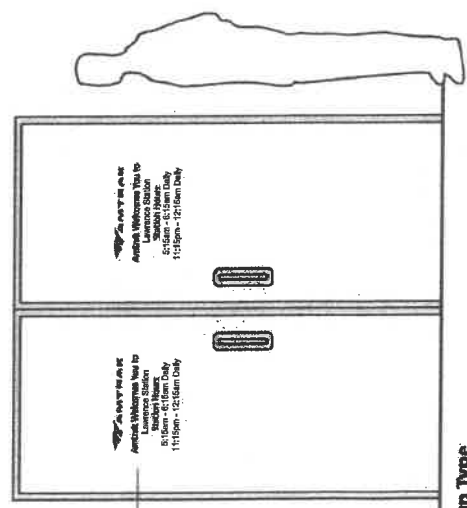


7 SIGN B24 DETAIL
1-1/2" = 1'-0"

NOTE: APPLY VINYL LETTERING TO EXTERIOR SIDE OF GLAZING

KANSAS DEPARTMENT OF TRANSPORTATION			
SIGNAGE DETAILS			
3.A.4			
Rev #1 - Dec 9, 2016			
FHWA APPROVAL	XX-XX-XX	APPD	XX
DESIGNED	DESIGNED	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	30	43
F.A. NO.	YEAR	Page 18 of 40	
	2014		



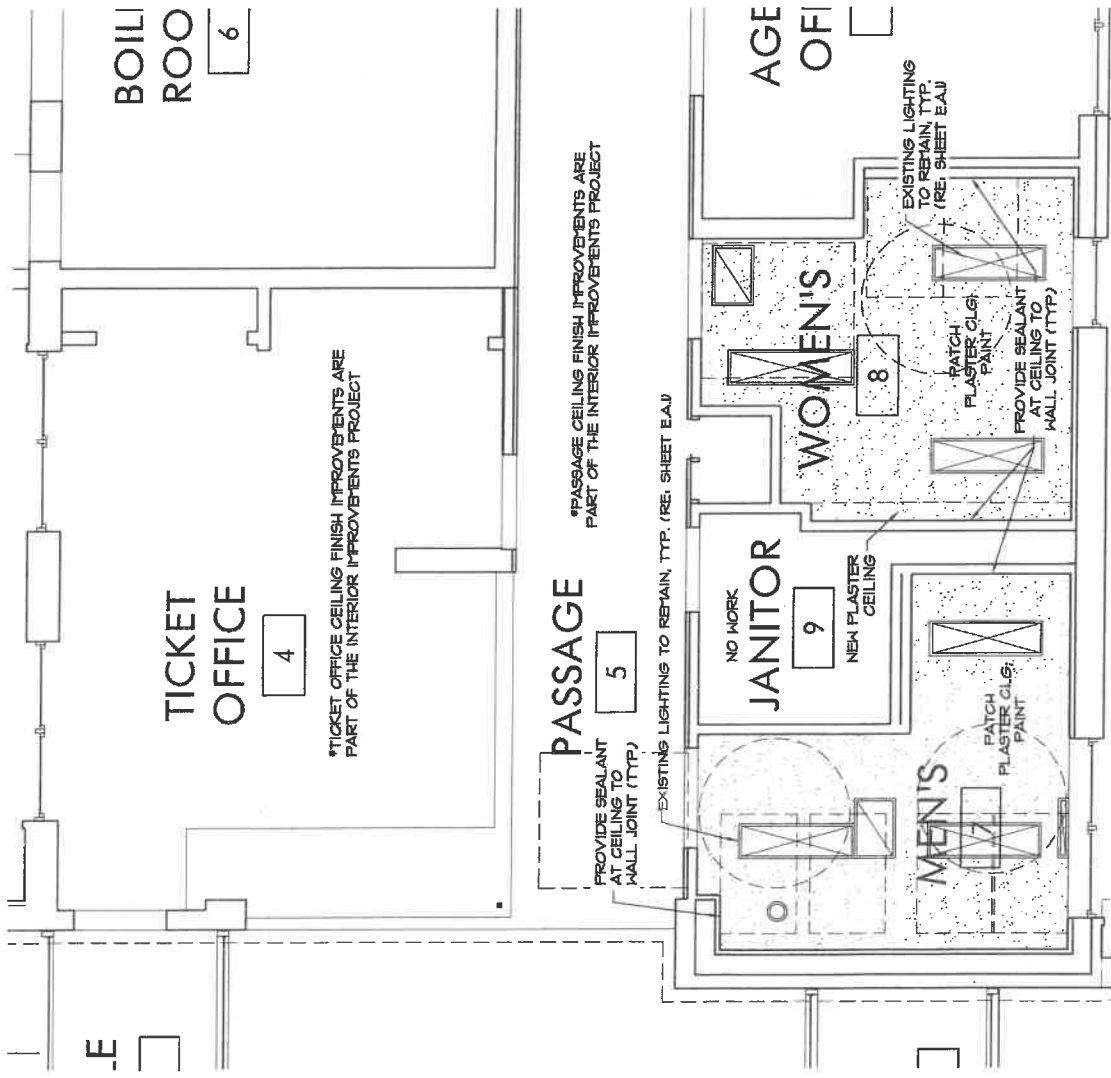
**B24 Branded Sign Type
Double Glass Entrance Doors**

1 SIGN B24 MOUNTING HTS
1/2" - 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION			
SIGNAGE DETAILS			
Rev #1 - Dec 9, 2016			
3.A.5	APP'D	QUANTITIES	XX
DESIGNED	DESIGN CK.	QUAN. CK.	TRACE CK.
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

NO.	DATE	BY	REVISION

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	34	143
F.A. NO.	Page 20 of 40			



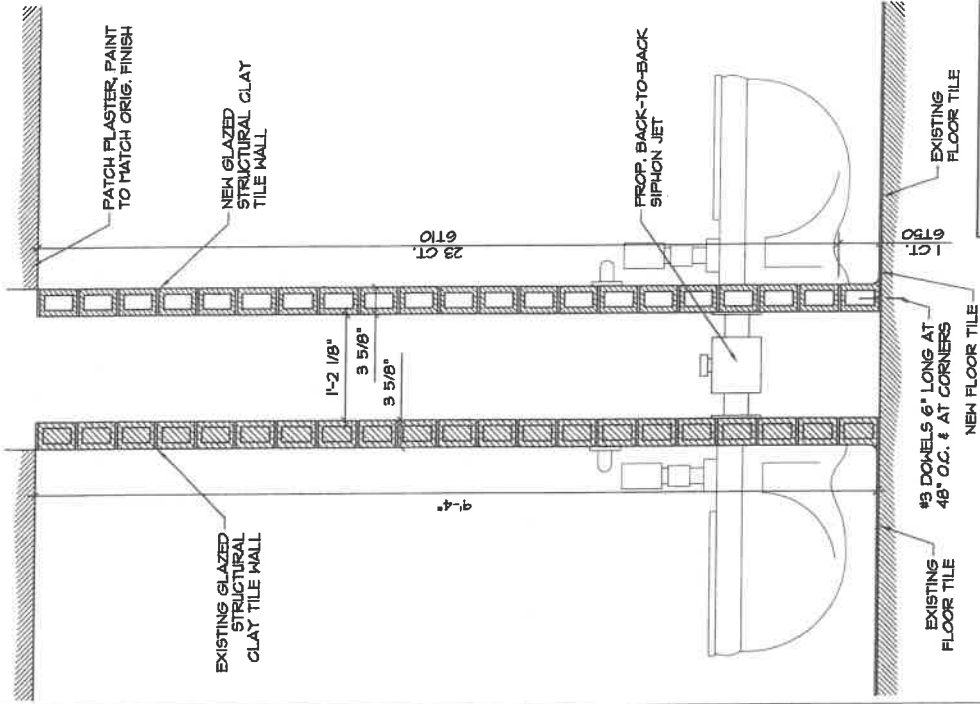
KANSAS DEPARTMENT OF TRANSPORTATION			
REFLECTED CEILING PLAN - BATHROOMS			
4. A. 0			
Rev #1 - Dec 9, 2016			
DESIGNED	DESIGN CR.	QUANTITIES	QUANT. CK.
APP'D	DESIGN CR.	TRACED	TRACE CK.

1 REFLECTED CEILING PLAN - BATHROOM 7 & BATHROOM 8
1/4" = 1'-0"



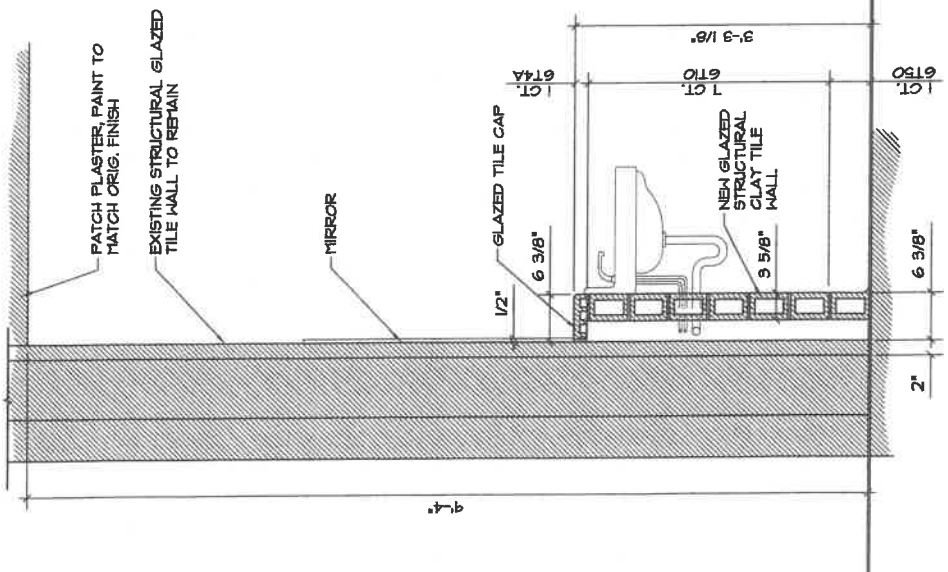
DATE	BY	REVISION

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	37	143
F.A. NO.		Page 21 of 40	



KANSAS DEPARTMENT OF TRANSPORTATION			
STRUCTURAL CLAY TILE WALL SECTIONS			
5.A.0			
Rev #1 - Dec 9, 2016			
DESIGNED	APP'D	QUANTITIES	XXX
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

NOT USED



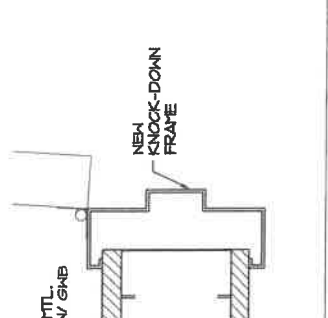
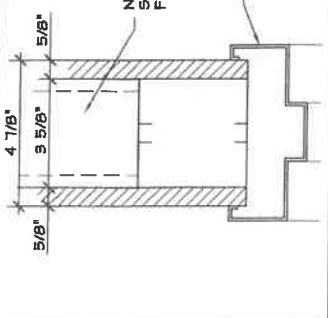
3 TILE WALL SECTION
3/4" = 1'-0"

2 TILE WALL SECTION
3/4" = 1'-0"

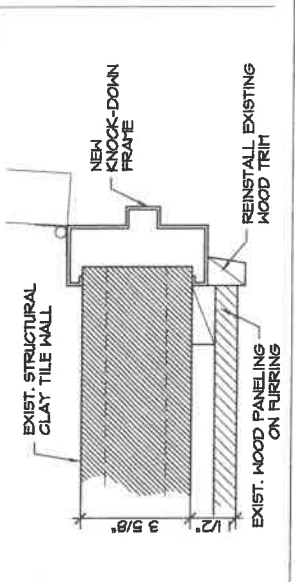
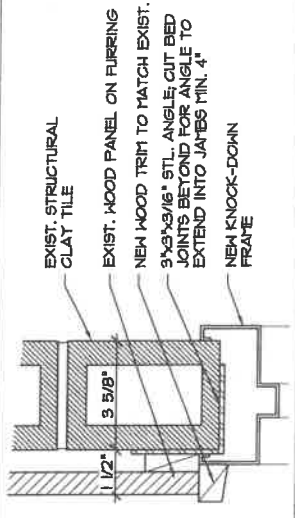
1 TILE WALL SECTION
3/4" = 1'-0"

DATE	BY	REVISION

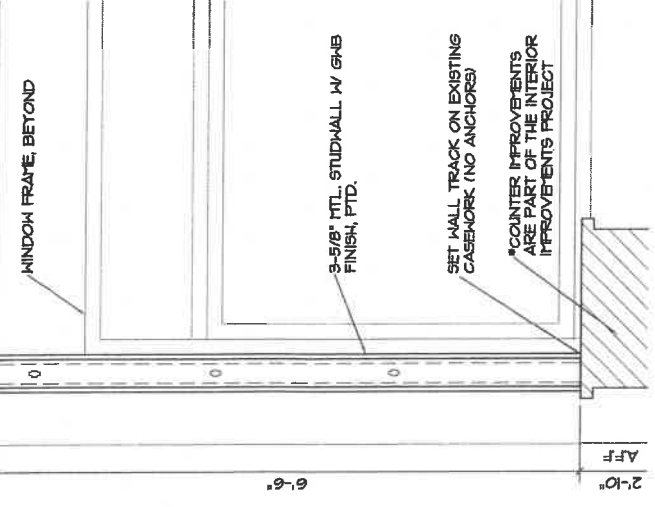
STATE	PROJECT NO.	SHEET	TOTAL
KANSAS	23 TE-0373-01	NO.	SHEETS
F.A. NO.		35	743
		Page 22 of 40	



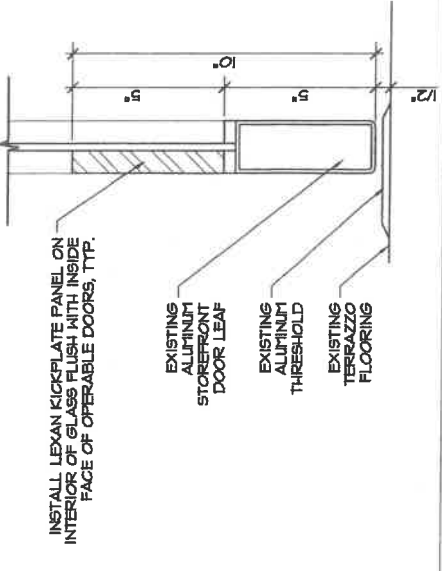
1 TYP K.D. JAMB AND HEAD DETAILS
3/4" = 1'-0"
TYP. AT STUDWALL



2 TYP K.D. JAMB AND HEAD DETAILS
3/4" = 1'-0"
TYP. AT TILE WALL



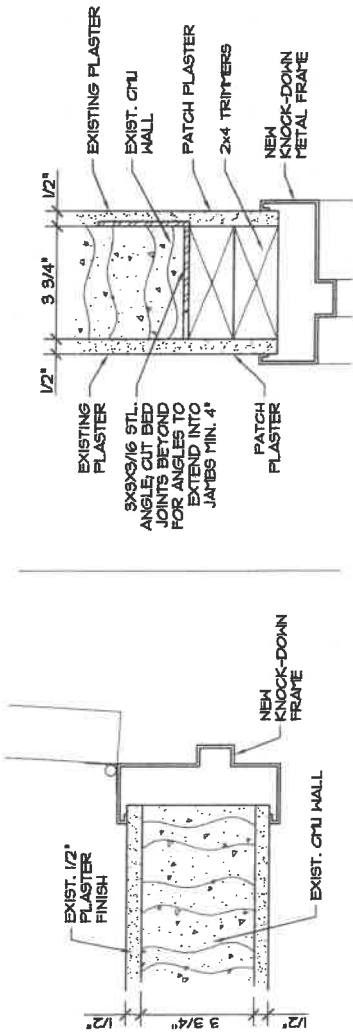
3 WALL SECTION
3/4" = 1'-0"



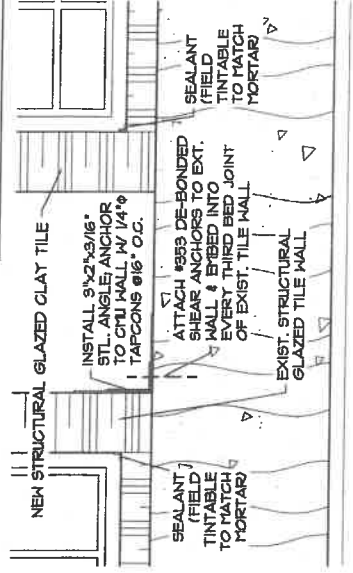
4 KICKPLATE DETAIL
3" = 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION			
SECTION, JAMB, HEAD & CONC. DETAILS			
5.A.1			
Rev #1 - Dec 9, 2016			
DESIGNED	QUANTITIES	APPD	XXX
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

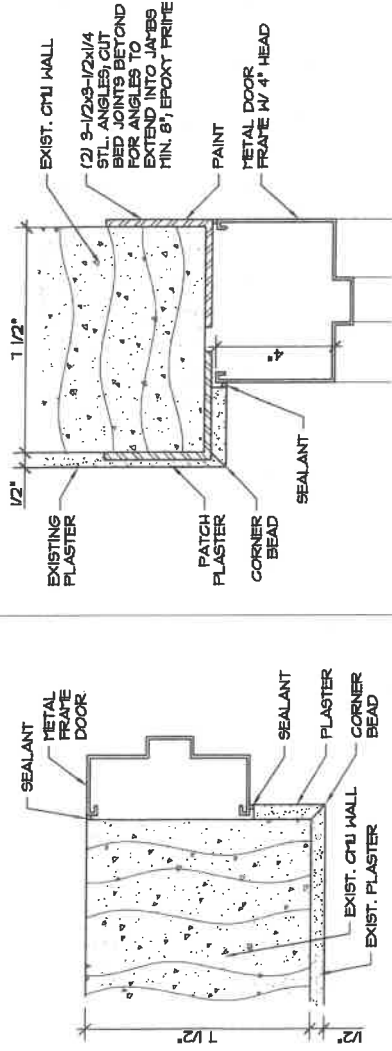
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	30	43
F.A. NO.	Page 23 of 40			



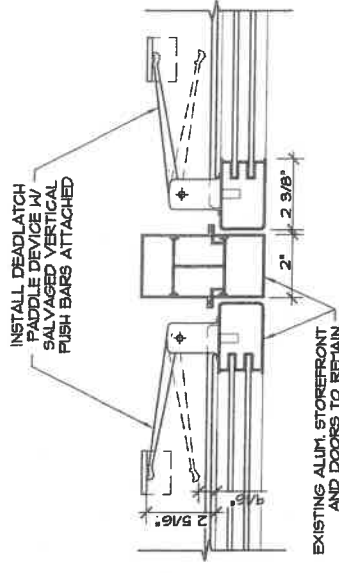
1 JAMB AND HEAD DETAILS
TYP. AT 3 3/4" BLOCK WALL
3" = 1'-0"



3 WALL SUPPORT DETAIL
1-1/2" = 1'-0"



2 TYP. K.D. JAMB AND HEAD DETAILS
TYP. AT 7 1/2" BLOCK WALL
3" = 1'-0"



4 PANIC HARDWARE DETAIL
1-1/2" = 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION			
JAMB, HEAD, WALL SUPPORT, PANIC DETAILS			
5.A.2			
Rev #1 - Dec 9, 2016			
DESIGNED	QUANTITIES	APPD	XXX
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	83	147
F.A. NO.	TEA-T037(301)		Page 25 of 40	

Zoned OS
RESERVE NO. 8
CITY OF LAWRENCE

AREA INLET #2688
TOP ELEV. = 823.04'
E. IN (SW) 16" DIP = 821.08'
E. OUT (NE) 12" DIP = 821.04'

JUNCTION BOX #3940
TOP ELEV. = 836.08'
E. IN (NE) 12" DIP = 821.79'
E. IN (SW) 12" DIP = 821.48'
E. IN (SE) 12" DIP = 821.48'
E. OUT (NE) 12" DIP = 821.33'

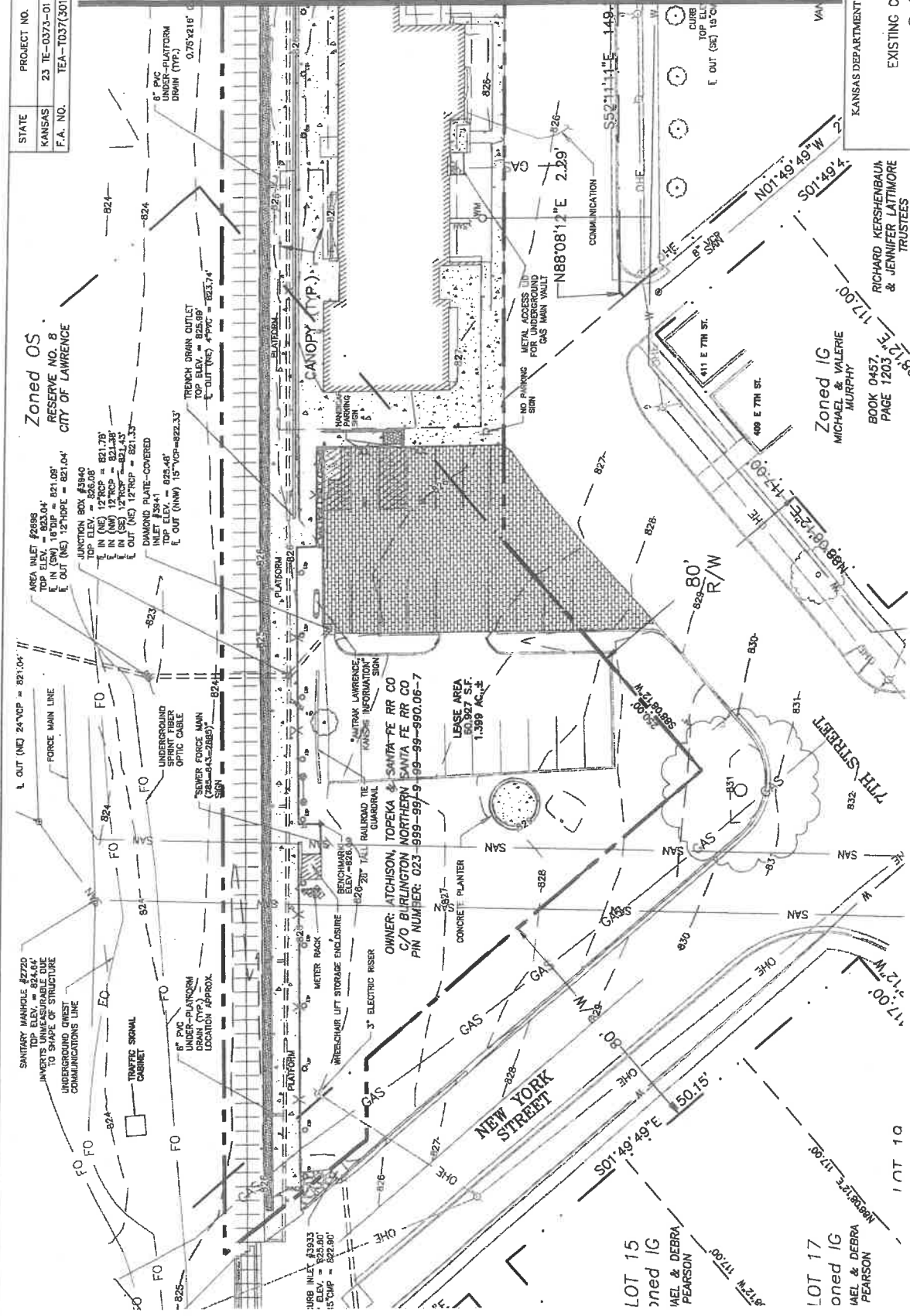
DIAMOND PLATE COVERED
INLET #3841
TOP ELEV. = 825.48'
E. OUT (NNW) 15" DIP = 822.33'

TRENCH DRAIN OUTLET
TOP ELEV. = 825.89'
E. OUT (NE) 4" PPG = 823.74'

SANITARY MANHOLE #7270
TOP ELEV. = 824.64'
INVERTS UNMEASURABLE DUE TO SHAPE OF STRUCTURE
UNDERGROUND OWNST COMMUNICATIONS LINE

WHS INLET #3933
TOP ELEV. = 822.80'
15" DIP = 822.80'

SITE CONTROL
BENCHMARK:
SOUTHEAST CORNER
CONCRETE WALK EAST
OF WHEELCHAIR LIFT
STORAGE ENCLOSURE
ELEV. = 826.00



MATCHLINE - SEE SHEET C.1.2

DESIGNED	DESIGN CK.	QUANTITIES	APP'D	BOOK
DESIGNED	DESIGN CK.	QUANTITIES	APP'D	BOOK

KANSAS DEPARTMENT OF TRANSPORTATION
EXISTING CONDITIONS
C.1.1
Rev #1 - Dec 9, 2016

RICHARD KERSHENBAUM
& JENNIFER LATTIMORE
TRUSTEES

Zoned IG
MICHAEL & VALERIE
MURPHY
BOOK 0457,
PAGE 1203

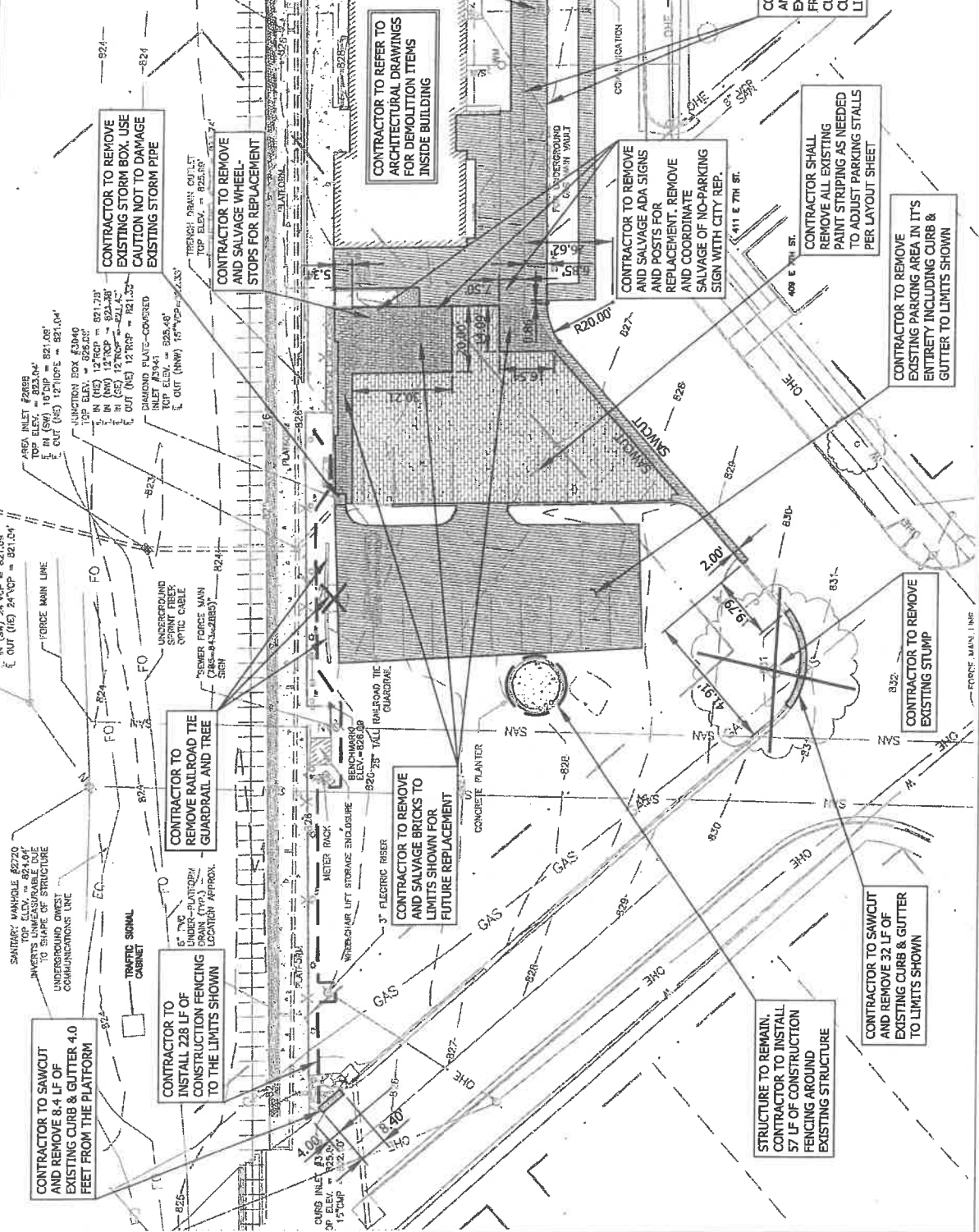
LOT 15
Zoned IG
IAEL & DEBRA
PEARSON

LOT 17
Zoned IG
IAEL & DEBRA
PEARSON

EXISTING CONDITIONS

DATE	BY	REVISION

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	116	142
F.A. NO.	TEA-1037(301)	Page 26 of 40	



CONTRACTOR TO SAWCUT AND REMOVE 8.4 LF OF EXISTING CURB & GUTTER 4.0 FEET FROM THE PLATFORM

CONTRACTOR TO INSTALL 228 LF OF CONSTRUCTION FENCING TO THE LIMITS SHOWN

CONTRACTOR TO REMOVE RAILROAD TIE GUARDRAIL AND TREE

CONTRACTOR TO REMOVE AND SALVAGE BRICKS TO LIMITS SHOWN FOR FUTURE REPLACEMENT

STRUCTURE TO REMAIN. CONTRACTOR TO INSTALL 57 LF OF CONSTRUCTION FENCING AROUND EXISTING STRUCTURE

CONTRACTOR TO SAWCUT AND REMOVE 32 LF OF EXISTING CURB & GUTTER TO LIMITS SHOWN

CONTRACTOR TO REMOVE EXISTING STUMP

CONTRACTOR TO REMOVE AND SALVAGE ADA SIGNS AND POSTS FOR REPLACEMENT AND COORDINATE SALVAGE OF NO-PARKING SIGN WITH CITY REP.

CONTRACTOR SHALL REMOVE ALL EXISTING PAINT STRIPING AS NEEDED TO ADJUST PARKING STALLS PER LAYOUT SHEET

CONTRACTOR TO REMOVE EXISTING PARKING AREA IN ITS ENTIRETY INCLUDING CURB & GUTTER TO LIMITS SHOWN

CONTRACTOR TO REFER TO ARCHITECTURAL DRAWINGS FOR DEMOLITION ITEMS INSIDE BUILDING

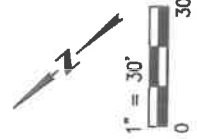
CONTRACTOR TO REMOVE EXISTING STORM BOX. USE CAUTION NOT TO DAMAGE EXISTING STORM PIPE

CONTRACTOR TO REMOVE AND SALVAGE WHEEL-STOPS FOR REPLACEMENT

CAUTION UNDERGROUND UTILITIES

CONTRACTOR TO SAWCUT AND REMOVE PORTION OF EXISTING STREET 6.85' FROM BACK OF EXISTING CURB. REMOVE EXISTING CURB & GUTTER TO LIMITS SHOWN

MATCHLINE - SEE SHEET C.2.3

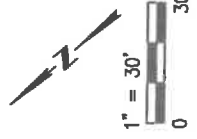
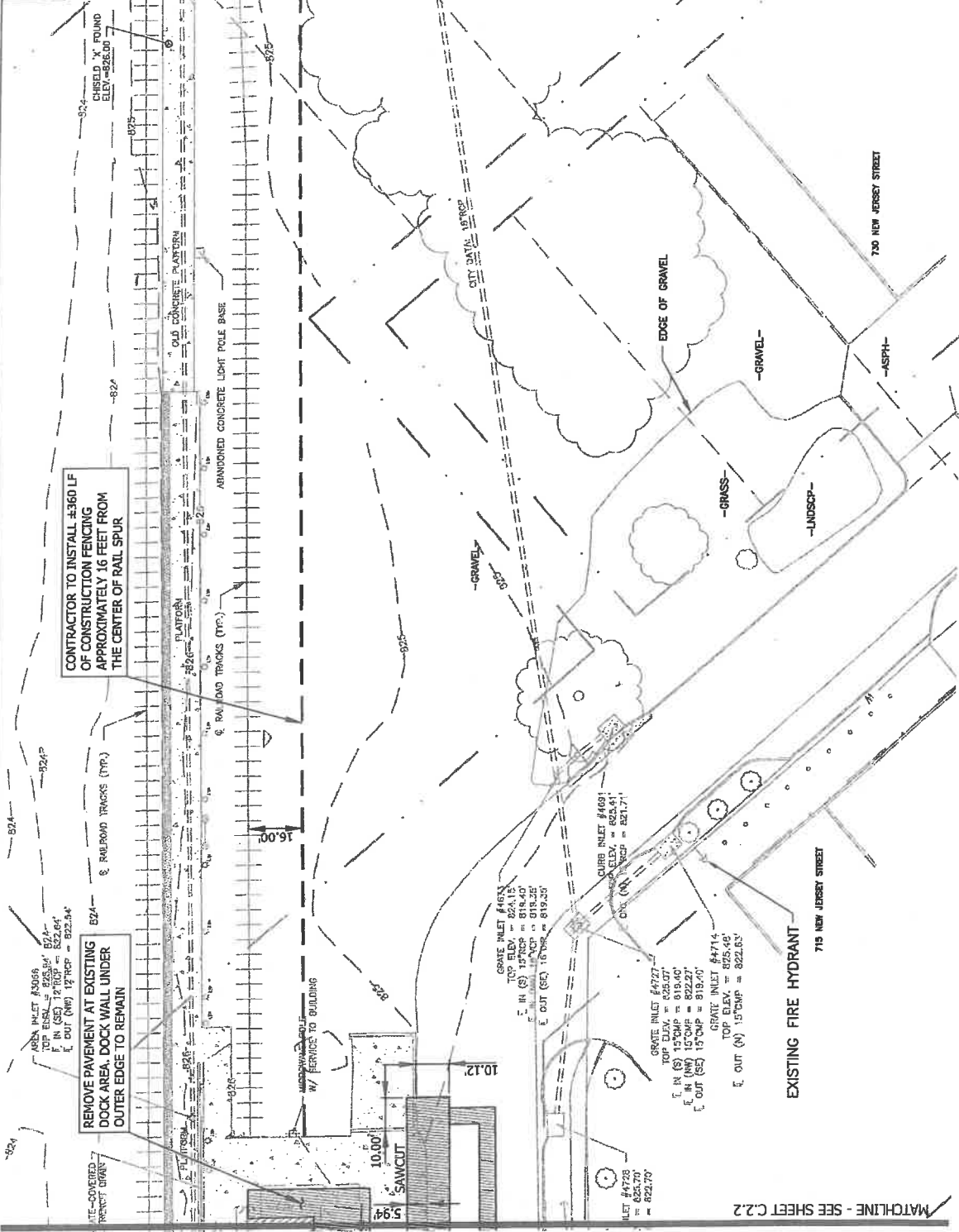


KANSAS DEPARTMENT OF TRANSPORTATION
 SITE DEMOLITION PLAN
 C.2.2
 Rev #1 - Dec 9, 2016

SITE DEMOLITION PLAN

DESIGN CK.	DESIGN CR.	QUANTITIES	QUANT. CR.	TRACED	TRACE CK.
DESIGNED	DESIGNED	APP'D	APP'D	XXX	XXX
FINAL APPROVAL	XX-XX-XX	APP'D	APP'D	XXX	XXX

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	37	147
F.A. NO.	TEA-1037(301)	Page 27 of 40	



KANSAS DEPARTMENT OF TRANSPORTATION			
SITE DEMOLITION PLAN			
C.2.3			
Rev #1 - Dec 9, 2016			
DESIGNED	QUANTITIES	APPD	XXX
DESIGN CK	DESIGN CK	QUAN. CK	TRACE CK

SITE DEMOLITION PLAN

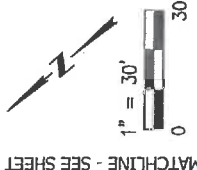
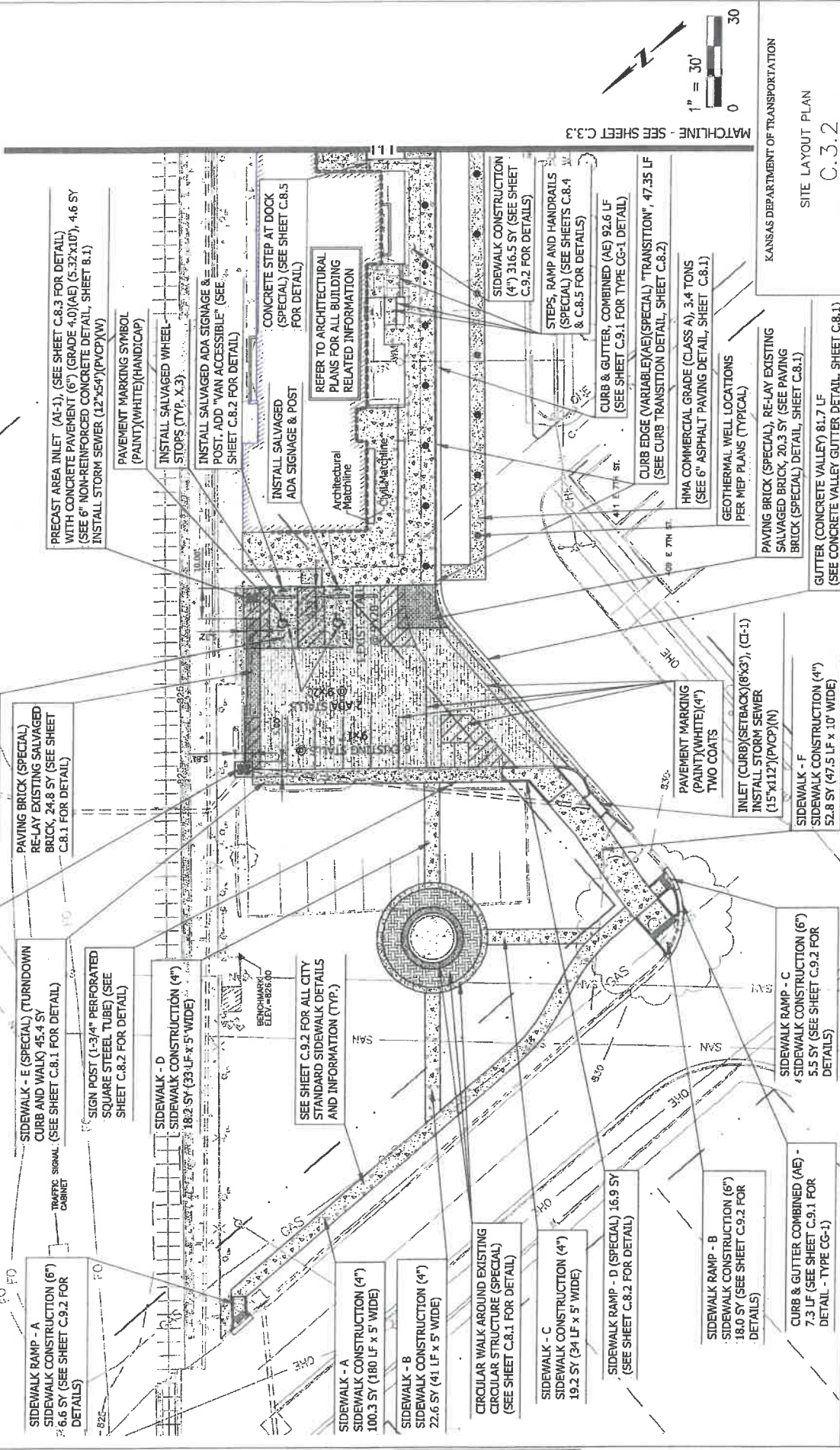
MATCHLINE - SEE SHEET C.2.2

DATE	
REVISIONS	
BY	
DATE	

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	101	147
F.A. NO.	TEA-1037(301)		Page 28 of 40

YEAR	DESIGNED	QUANTITIES	APPD	XXX
2014	DESIGN CK.	QUAN. CK.	TRACE	CK.
	DESIGN CK.	TRACE CK.		

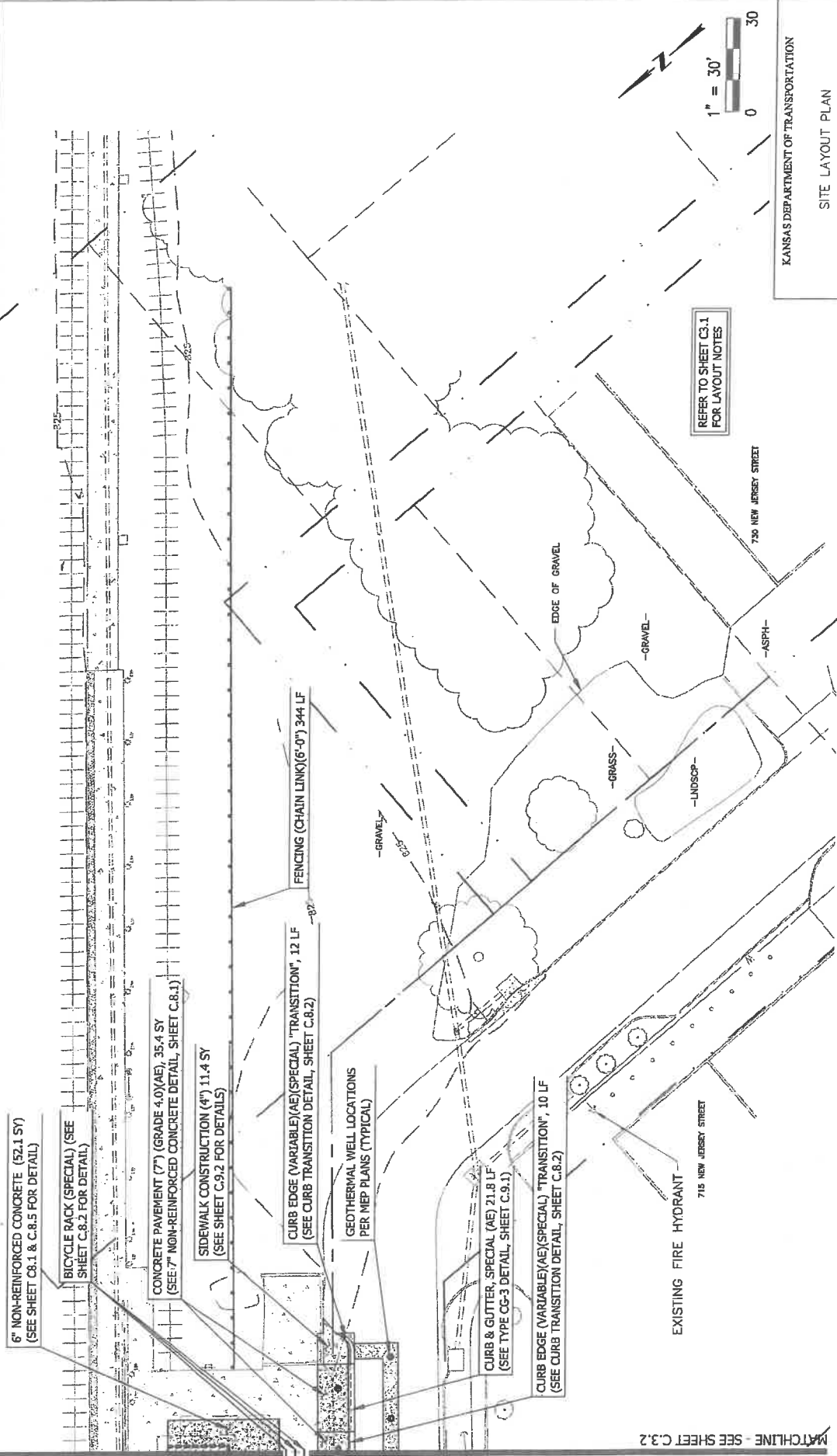
KANSAS DEPARTMENT OF TRANSPORTATION
 SITE LAYOUT PLAN
 C.3.2
 Rev #1 - Dec 9, 2016



DATE	BY	CHKD	APPD

SITE LAYOUT PLAN
 C.3.2
 Rev #1 - Dec 9, 2016

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	100	100
F.A. NO.	TEA-1037(301)	Page 29 of 40	



REFER TO SHEET C3.1 FOR LAYOUT NOTES



KANSAS DEPARTMENT OF TRANSPORTATION
 SITE LAYOUT PLAN
 C.3.3
 Rev #1 - Dec 9, 2016

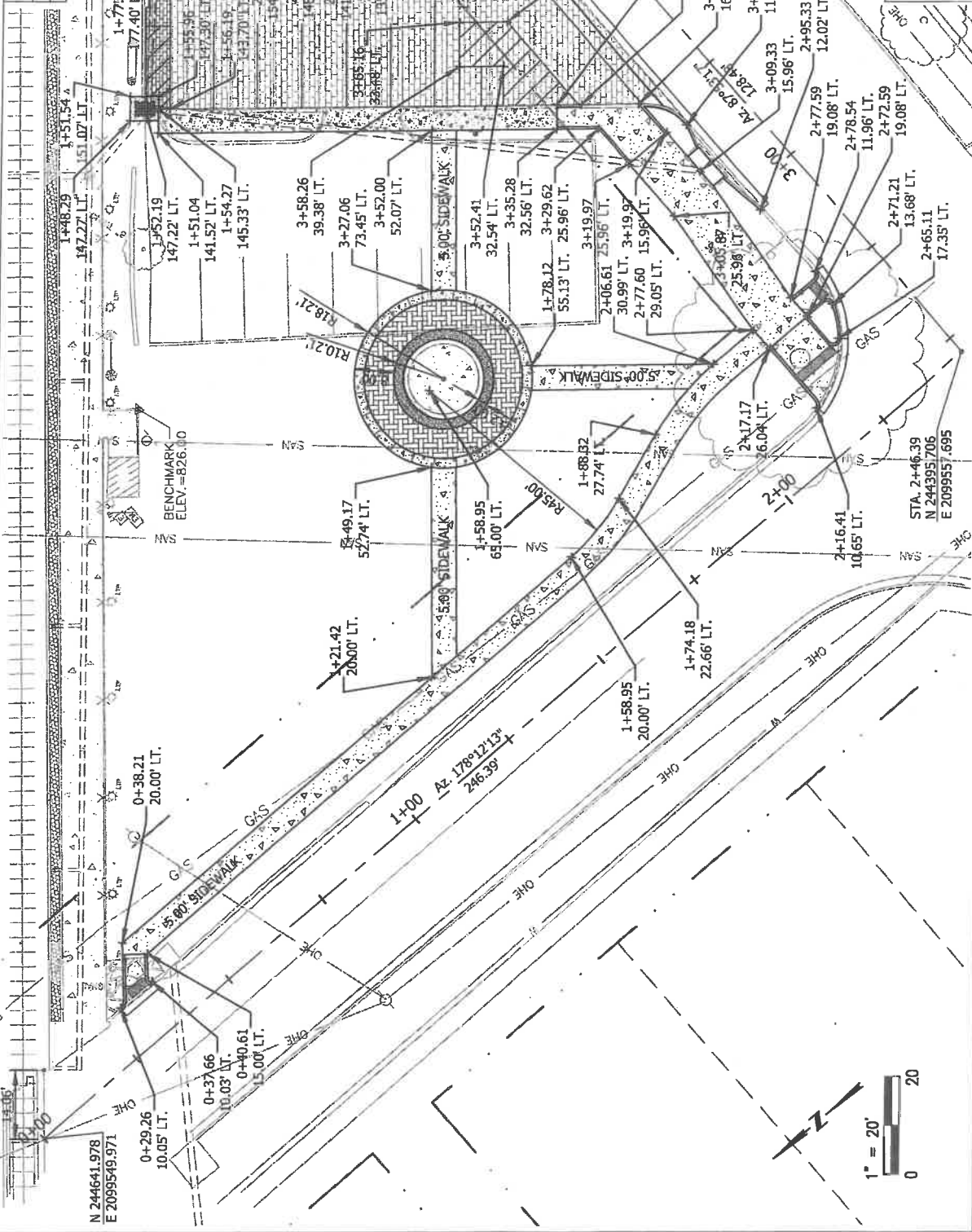
DESIGNED	QUANTITIES	TRACE	OK
DESIGN CK.	QUANT. CK.	TRADE CK.	

SITE LAYOUT PLAN

MATCHLINE - SEE SHEET C.3.2

DATE	
REVISION	
BY	
CHECKED	
DATE	

STATE	PROJECT NO.	SHEET	TOTAL
KANSAS	23 TE-0373-01	NO.	SHEETS
F.A. NO.	TEA-1037(301)	2014	147
			Page 30 of 40



KANSAS DEPARTMENT OF TRANSPORTATION
 SITE LAYOUT PLAN
 C.3.4
 Rev #1 - Dec 9, 2016

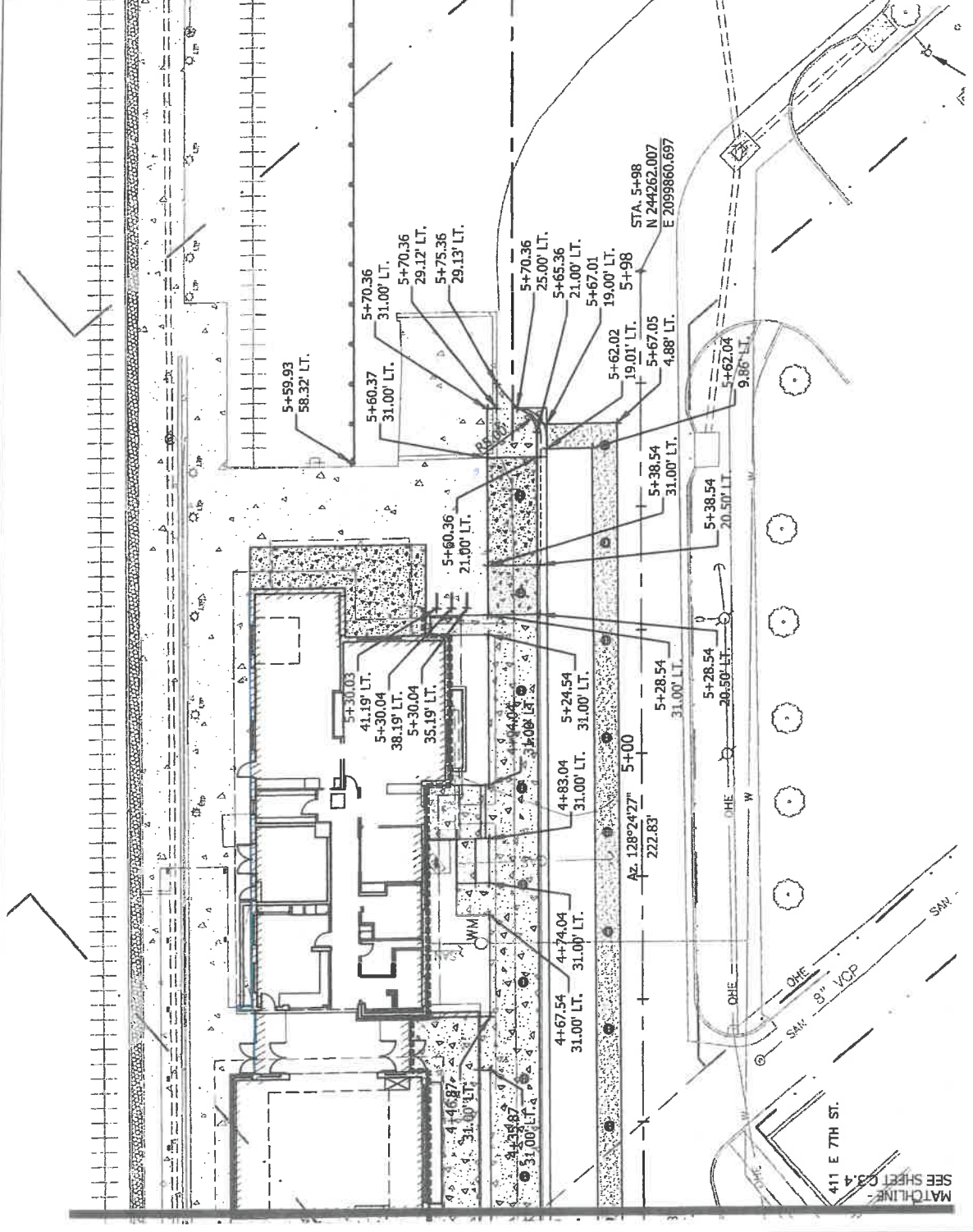
DESIGNED	QUANTITIES	NOX
DESIGN CK.	QUAN. CK.	TRACE CK.
APPROVAL	DESIGNED	NOX
XX-XX-XX	DESIGN CK.	QUAN. CK.
		TRACE CK.

SITE LAYOUT PLAN

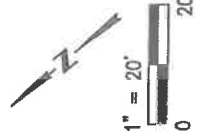


DATE	BY	CHKD

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	102	142
F.A. NO.	TEA-1037(301)	Page 31 of 40	



MATCHLINE - SEE SHEET C.3.6



KANSAS DEPARTMENT OF TRANSPORTATION
 SITE LAYOUT PLAN
 C.3.5
 Rev #1 - Dec 9, 2016

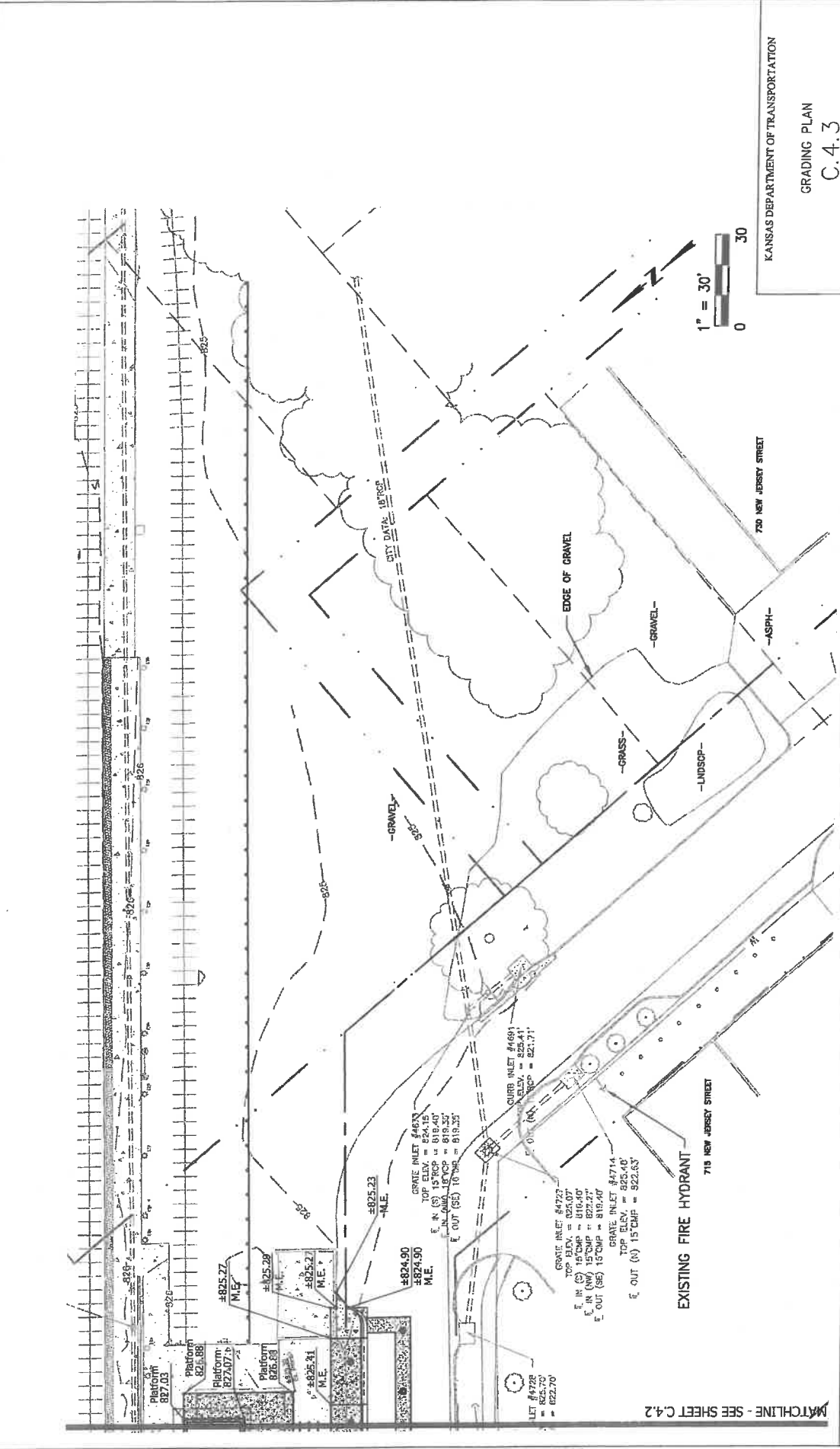
DESIGNED	QUANTITIES	TRACE
DESIGN CK.	DESIGN CK.	TRACE CK.
APPROVAL	APP'D	XXX
FMVA	QUANTITIES	TRACE

SITE LAYOUT PLAN

DATE	BY	REVISION

411 E 7TH ST.
 SEE SHEET C.3.4

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	1000	1477
F.A. NO.	TEA-1037(301)	Page 33 of 40	



KANSAS DEPARTMENT OF TRANSPORTATION
 GRADING PLAN
 C.4.3
 Rev #1 - Dec 9, 2016

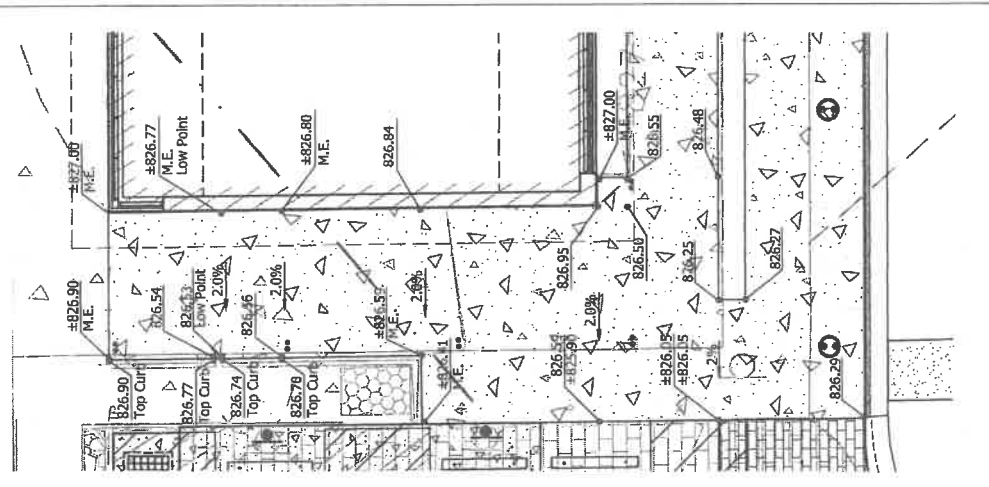
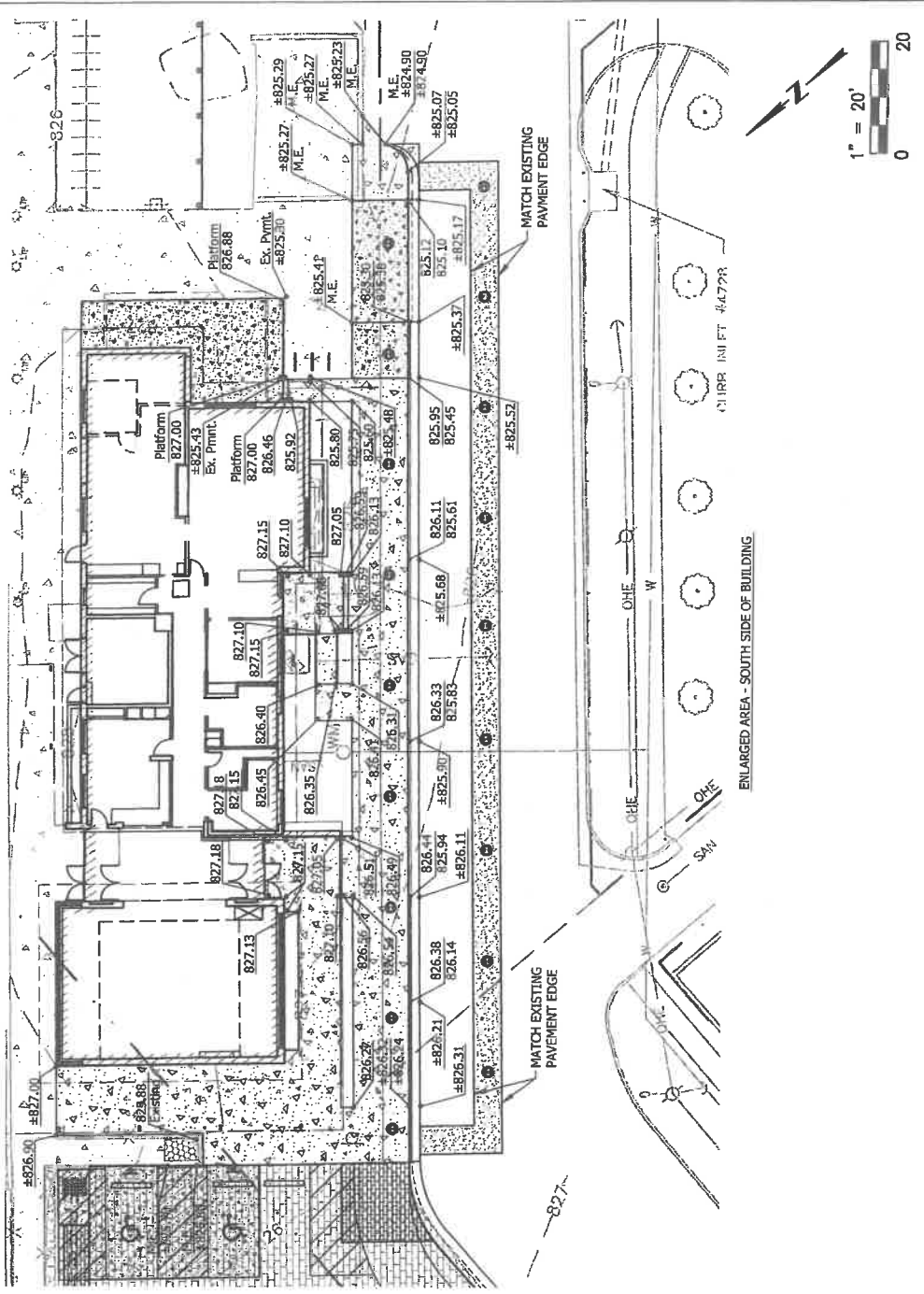
FHWA APPROVAL	XX-XX-XX	APP'D	XXX
DESIGNED	DESIGNER	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

GRADING PLAN

MATCHLINE - SEE SHEET C.4.2

DATE	BY	REVISION

STATE	PROJECT NO.	YEAR	SHEET TOTAL
KANSAS	23 TE-0373-01	2014	NO. SHEETS
F.A. NO.	TEA-1037(301)		107 142
			Page 34 of 40



ENLARGED AREA - WEST SIDE OF BUILDING
Scale: 1"=10'-0"

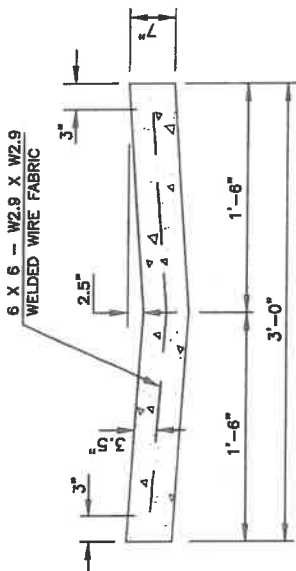
ENLARGED AREA - SOUTH SIDE OF BUILDING

KANSAS DEPARTMENT OF TRANSPORTATION	
GRADING PLAN	
C.4.4	
Rev #1 - Dec 9, 2016	
DESIGNED	DESIGN CR.
QUANTITIES	QUANT CR.
TRACED	TRACE CR.
APP'D	XXX
FWA APPROVAL	XX-XX-XX

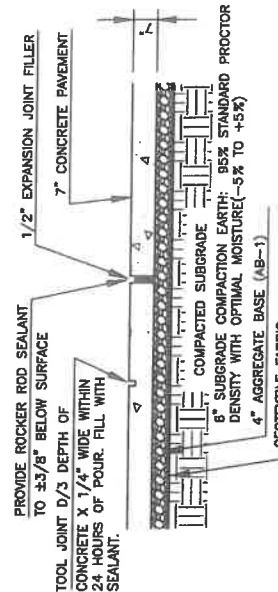
GRADING PLAN

DATE	BY	CHKD	APP'D

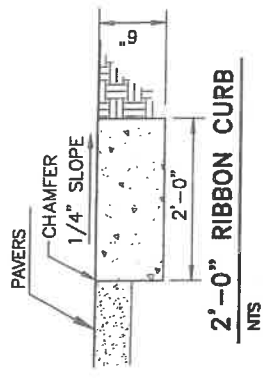
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	115	127
F.A. NO.	TEA-7037(301)		Page 35 of 40	



TURNDOWN CURB AND WALK
NTS



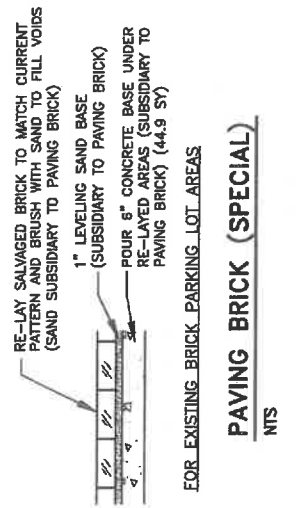
7" NON-REINFORCED CONCRETE
NTS



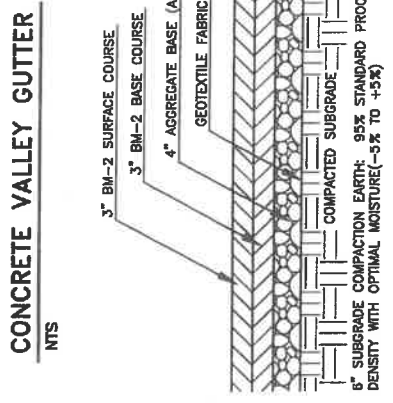
2'-0" RIBBON CURB
NTS

KANSAS DEPARTMENT OF TRANSPORTATION
SITE DETAILS
C.8.1
Rev #1 - Dec 9, 2016

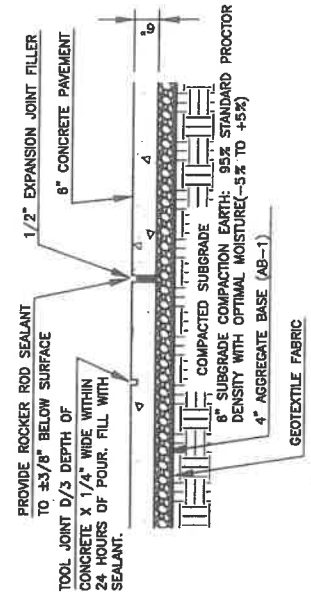
DESIGNED	QUANTITIES	TRACED
DESIGN CK.	QUAL. CK.	TRACE CK.



CONCRETE VALLEY GUTTER
NTS



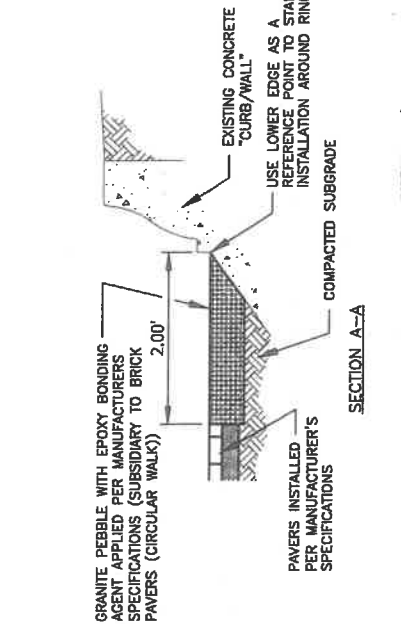
6" ASPHALT PAVING DETAIL
NTS



6" NON-REINFORCED CONCRETE
NTS

FOR EXISTING BRICK PARKING LOT AREAS

PAVING BRICK (SPECIAL)
NTS



SECTION A-A

INSTALL A 2' WIDE GREY GRANITE PEBBLE RING AROUND THE EXISTING CONCRETE CIRCULAR RING USING A PEBBLE EPOXY BONDING AGENT (12.9 SY) (SUBSIDIARY TO BRICK PAVERS (CIRCULAR WALK))

INTERIOR CIRCULAR WALK TO BE BRICK PAVERS. INSTALLATION PER MANUFACTURER'S SPECIFICATIONS. STYLE, COLOR, AND PATTERN TO BE VERIFIED BY CITY STAFF (55.4 SY)

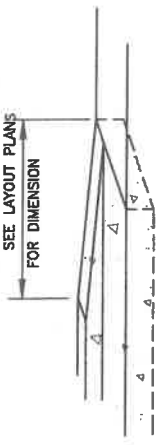
INSTALL 2'-0" RIBBON CURB (108.1 LF)

SAWCUT JOINT, SPACED EVENLY AROUND RING, 4.37' FEET FROM INTERIOR ARC

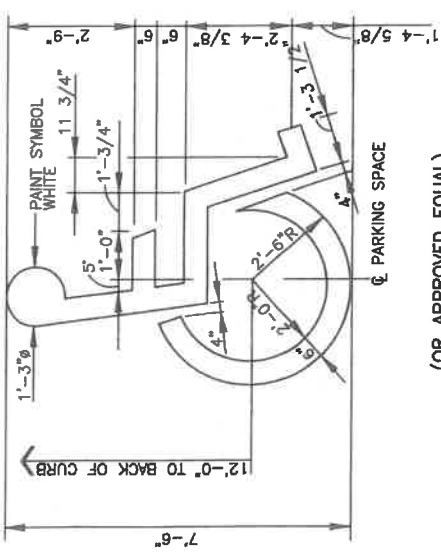
CIRCULAR WALK AROUND EXISTING CIRCULAR STRUCTURE
NTS

SITE DETAILS

STATE	PROJECT NO.	SHEET	TOTAL
KANSAS	23 TE-0373-01	NO.	SHEETS
F.A. NO.	TEA-1037(301)	11B	142
		Page 35 of 40	



CURB TRANSITION
NTS



PAINTED ACCESSIBLE SYMBOL
NTS
(OR APPROVED EQUAL)



REFLECTIVE (80 MIL)
ALUMINUM SIGN 18"x12"
WITH CENTER HOLES
AND REFLECTIVE
PERMANENT ADHESIVE
VINYL LABEL 18"x12"

**MOTORCYCLE
PARKING SIGNAGE**
NTS

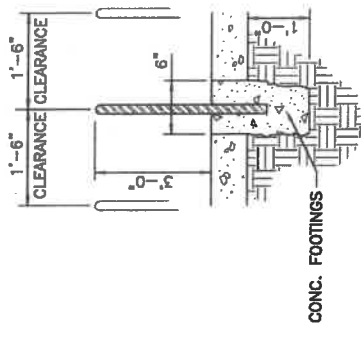


EXISTING SIGNAGE



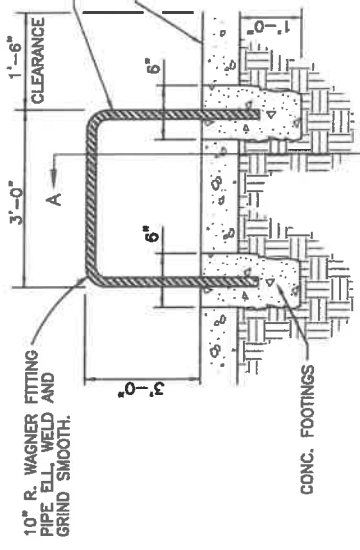
ADD "VAN ACCESSIBLE"
SIGNAGE TO POST
(NORTH STALL SIGNAGE
ONLY). TEXT SHALL BE
5/8" TALL MINIMUM.

ADA SIGNAGE
NTS



CONC. FOOTINGS

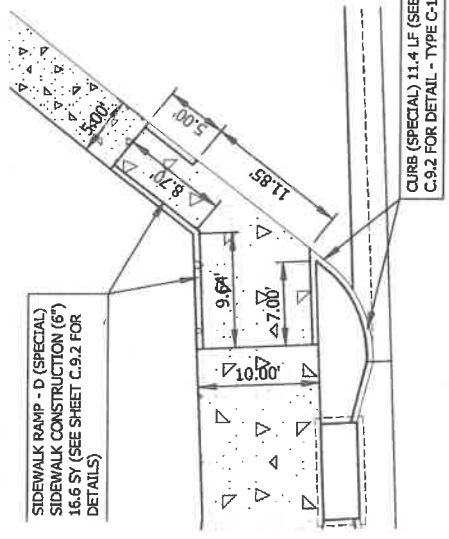
SECTION A-A



10" R. WAGNER FITTING
PIPE ELL. WELD AND
GRIND SMOOTH.

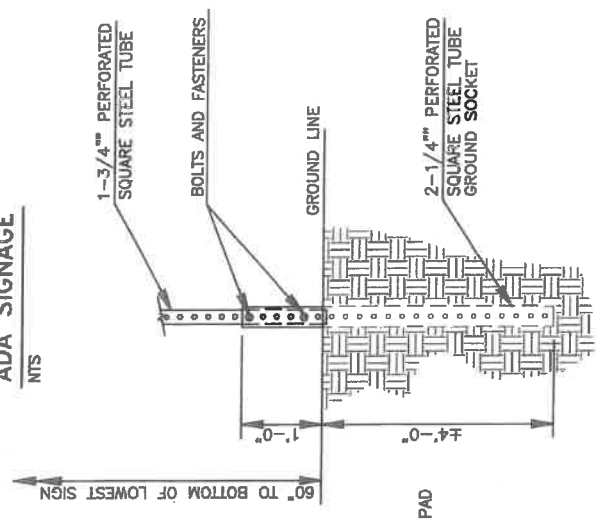
CONC. FOOTINGS

BICYCLE RACK
NTS



SIDEWALK RAMP - D
SIDEWALK CONSTRUCTION (6")
16.6 SY (SEE SHEET C.9.2 FOR
DETAILS)

SIDEWALK RAMP - D
SCALE: 1"=10'-0"



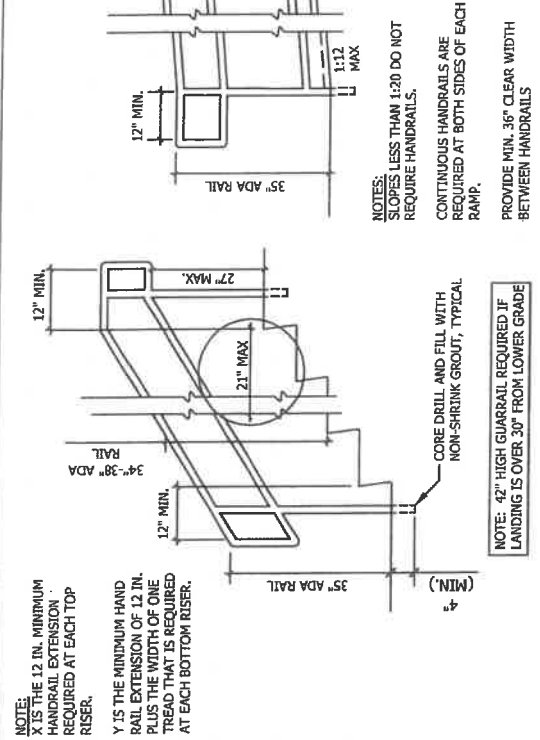
TYPICAL POST INSTALLATION DETAIL
NTS

KANSAS DEPARTMENT OF TRANSPORTATION			
SITE DETAILS			
C.8.2			
Rev #1 - Dec 9, 2016			
DESIGNED	DESIGNED	APP'D	CHK
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

SITE DETAILS

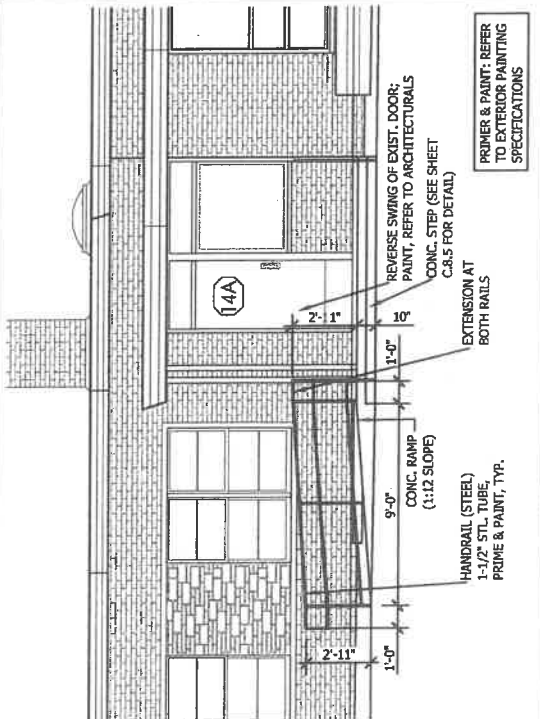
DATE	BY	REVISION

STATE	PROJECT NO.	SHEET	TOTAL
KANSAS	23 TE-0323-01	118	142
F.A. NO.	TEA-TD37(301)	Page 37 of 40	



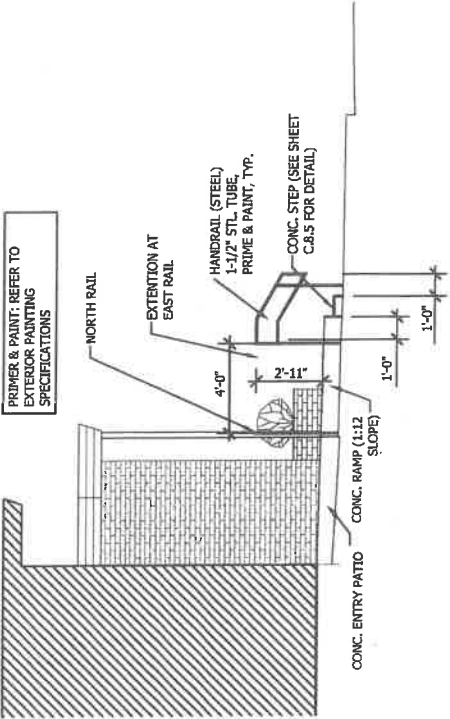
2 TYP. ADA HANDRAIL DETAILS

N.T.S.



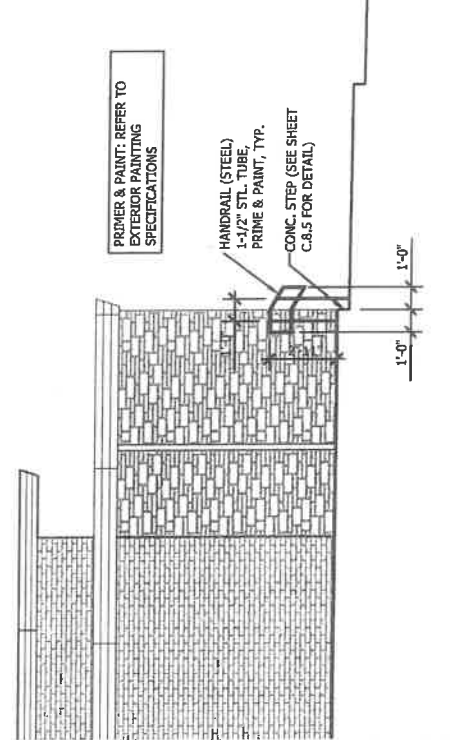
1 SE RAMP & STAIR SOUTH ELEVATION

3/16" = 1'-0"



3 SE RAMP & STAIR WEST ELEVATION

3/16" = 1'-0"

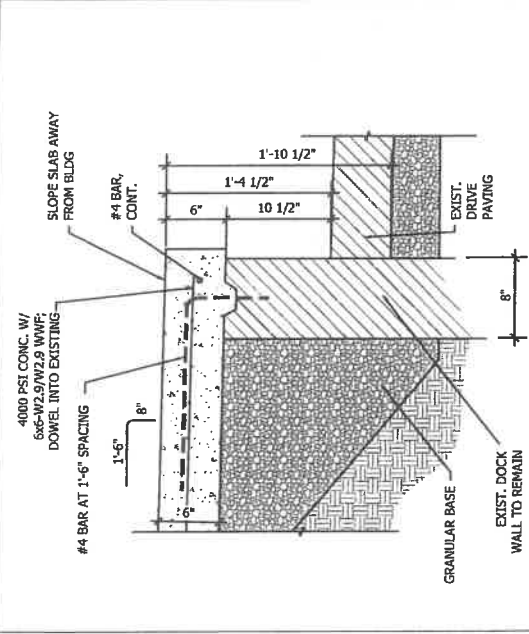


4 SOUTH ENTRANCE WEST ELEVATION

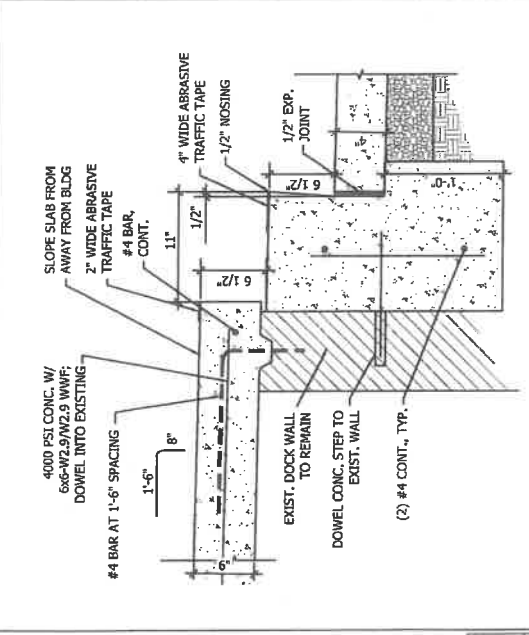
3/16" = 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION			
HANDRAIL ELEVATIONS & DETAILS			
C. 8.4			
Rev #1 - Dec 9, 2016			
DESIGNED	DESIGNED	APP'D	CHK
DESIGN CK.	DESIGN CK.	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUANT. CHK.	TRACE CK.

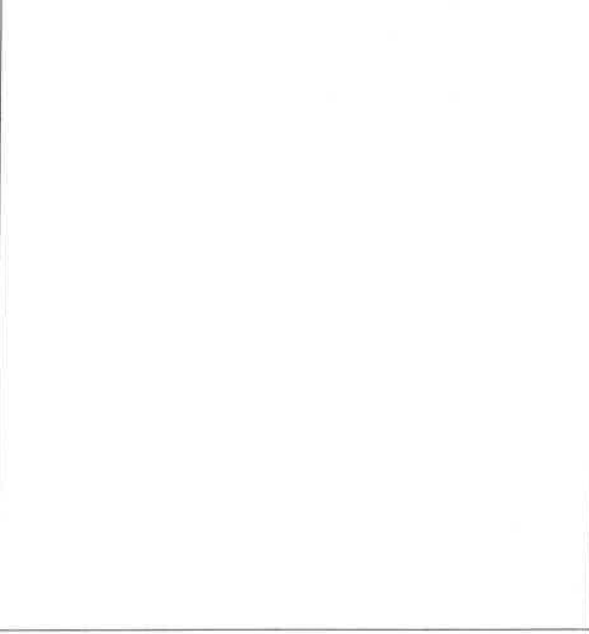
STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	119	142
F.A. NO.	TEA-1037(301)	Page 38 of 40	



2 CONCRETE SLAB AT DOCK
1" = 1'-0"



1 CONCRETE STEP AT DOCK
1" = 1'-0"



3 CONCRETE STEP DETAIL
1" = 1'-0"

5 1/2" RISERS AT SOUTHEAST ENTRANCE
* 6 1/2" RISERS AT ALL OTHER LOCATIONS
UNLESS NOTED

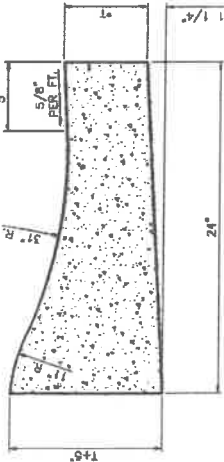
KANSAS DEPARTMENT OF TRANSPORTATION			
CONCRETE STEP DETAILS			
C.8.5			
Rev #1 - Dec 9, 2016			
DESIGNED	DESIGN CK.	QUANTITIES	TRACED
APPROVAL	XX-XX-XX	APP'D	RJK
DESIGN CK.	DUAN, CR	QUANTITIES	TRACED
DESIGN CK.	DUAN, CR	QUANTITIES	TRACED

DATE	BY	CHECKED	DESIGNED

CURB AND GUTTER GENERAL NOTES

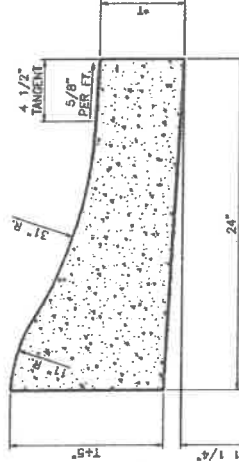
1. TYPE C0-2 OR C0-2 DRY ROLL BACK CURB AND GUTTER MAY BE USED ONLY ON RESIDENTIAL STREETS. CURB CUTS FOR DRIVEWAYS ARE NOT REQUIRED WITH ROLL BACK CURB AND GUTTER.
2. INSTALL JOINTS IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
3. CONCRETE SHALL CONFORM TO STANDARD SPECIFICATIONS, SECTION 2000.
4. ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM TO STANDARD SPECIFICATIONS, SECTION 1300. PAVEMENT REMOVAL AND REPLACEMENT BEYOND THE LIMITS OF CURB AND GUTTER REMOVAL IS AT THE CONTRACTOR'S OPTION AND COST.

*NOTE: T=PROPOSED ROADWAY PAVEMENT THICKNESS FOR CONCRETE STREETS
T=6" FOR ASPHALT STREETS



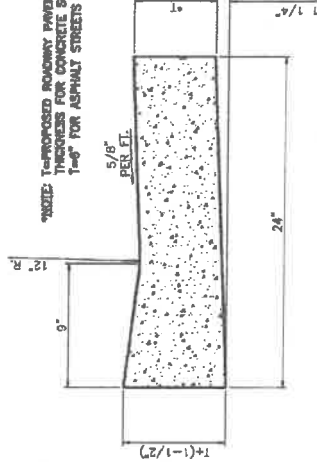
**ROLL BACK CURB AND GUTTER
(TYPE C0-2)**

*NOTE: T=PROPOSED ROADWAY PAVEMENT THICKNESS FOR CONCRETE STREETS
T=6" FOR ASPHALT STREETS

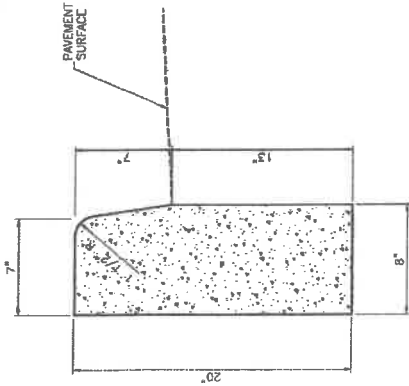


**ROLL BACK CURB AND GUTTER
(TYPE C0-2, 6W)**

*NOTE: T=PROPOSED ROADWAY PAVEMENT THICKNESS FOR CONCRETE STREETS
T=6" FOR ASPHALT STREETS

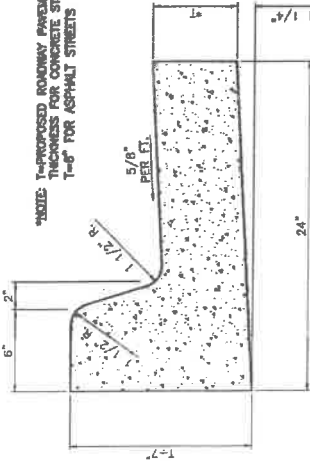


**CURB AND GUTTER THROUGH DRIVEWAYS AND ACCESS DRIVES
(TYPE C0-3)**



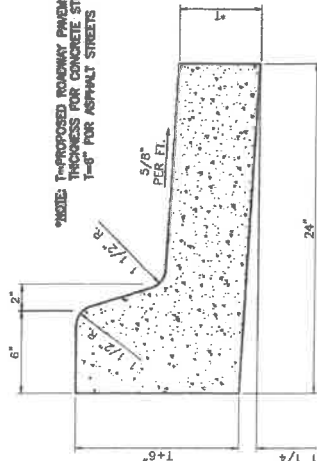
**STRAIGHT CURB
(TYPE C0-1)**

*NOTE: T=PROPOSED ROADWAY PAVEMENT THICKNESS FOR CONCRETE STREETS
T=6" FOR ASPHALT STREETS

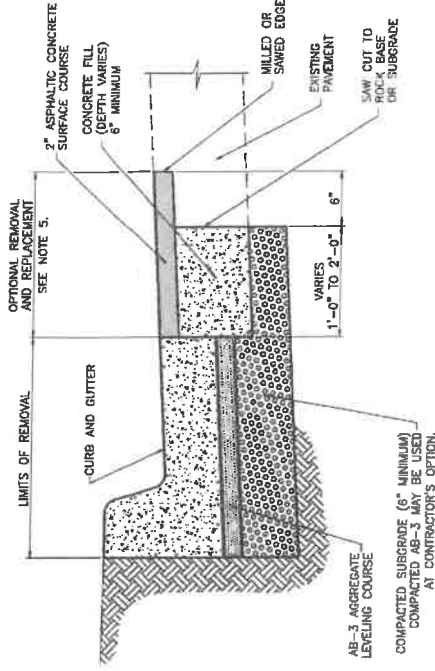


**STRAIGHT BACK CURB AND GUTTER
(TYPE C0-1)**

*NOTE: T=PROPOSED ROADWAY PAVEMENT THICKNESS FOR CONCRETE STREETS
T=6" FOR ASPHALT STREETS



**STRAIGHT BACK DRY CURB AND GUTTER
(TYPE C0-1, 6W)**



CURB REPLACEMENT DETAIL
(NOTE: TO BE USED ONLY WHEN EXISTING CURB AND GUTTER IS REMOVED AND REPLACED, BUT STREET PAVEMENT REMAINS IN PLACE)

DATE	BY	REVISION
08-12-13	JAK	REVISED TO ADD CURB CUTS FOR DRIVEWAYS

CITY OF LAWRENCE, KANSAS
ENGINEERING DIVISION OF PUBLIC WORKS

Rev #1406090920146
CONCRETE CURB AND GUTTER

DAVID P. CROWNE
CITY ENGINEER

DAVID L. CORLISS
CITY ENGINEER

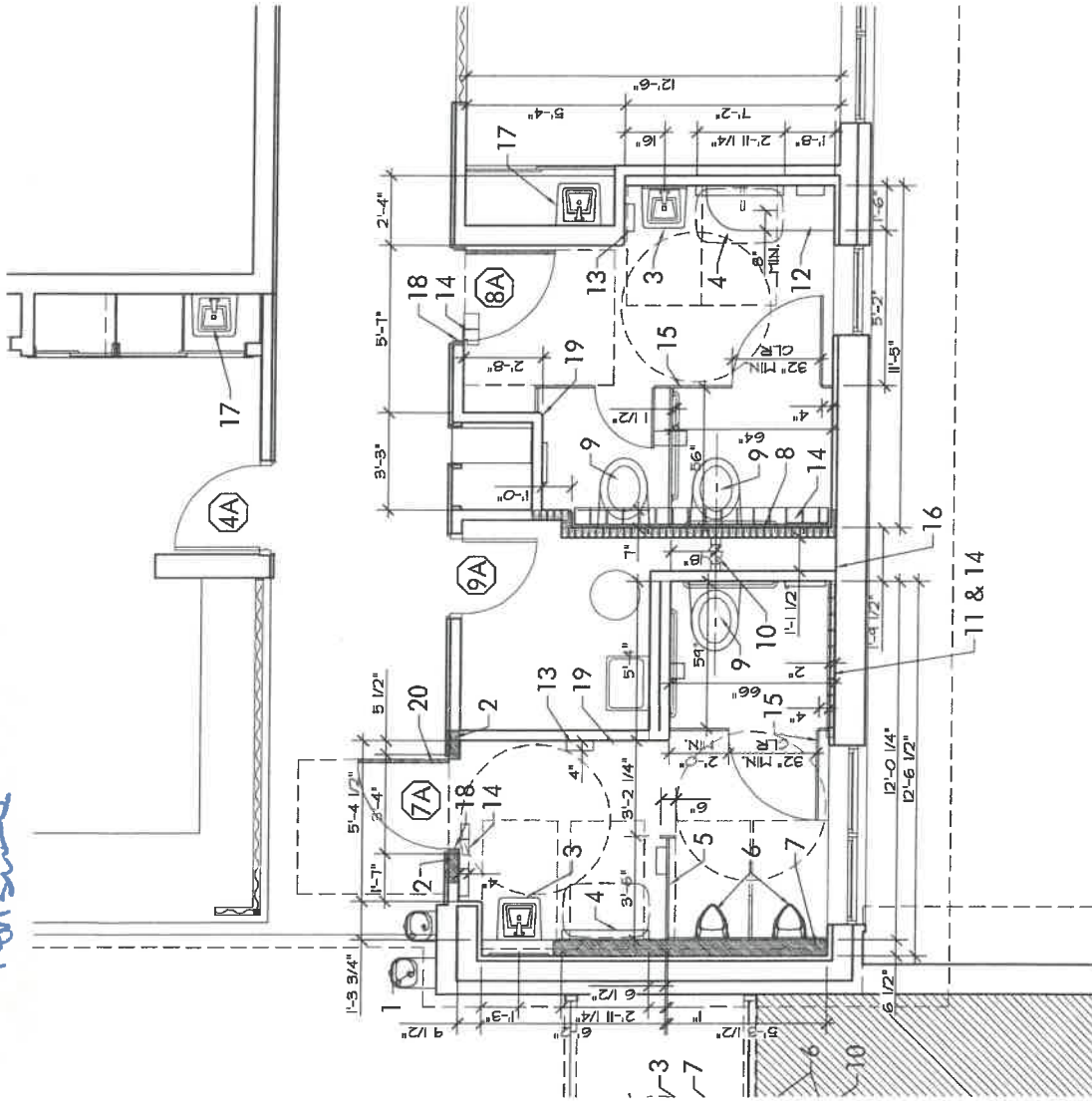
Recent

ADA Plan
revisura

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	11	145
F.A. NO.				

NOTES:

1. Install ADA bi-level drinking fountain. Install to meet ADA clearance and height requirements; provide skirt at high fountain for max. 27" clear below. Provide custom back plate for mounting to existing stone wall finish.
2. Replace exist. 1-5/8" thick structural clay tiles at upper portion of wall with salvaged 3-5/8" structural clay tiles; approximately 22 full and partial tiles (Re: 2/3.A.0).
3. Install salvaged lavatories and new lavatory-mounted soap dispensers.
4. Install wall-hung horizontal diapering station.
5. Install partition in accordance with ADA standards.
6. Install wall-hung urinal.
7. Construct structural clay tile wall, 3'-3 1/8" A.F.F. -- See details on sheet 5.A.0.
8. Construct structural clay tile wall, -- See sections on sheet 5.A.0.
9. Install wall-hung ADA toilet
10. Install back-to-back siphon jet
11. Remove two courses (9" A.F.F. min.) of structural clay tile for ADA toe clearance at toilet stall.
12. Install salvaged shelf with salvaged hardware; height as shown in elevation drawings. Install bracket under work surface 8" minimum from the exposed edge of the shelf.
13. Install wall-hung automatic hand dryer.
14. Install ceramic floor tiles to match originals.
15. Install toilet partitions in accordance with ADA standards.
16. Provide steel angle brace at south end of existing structural clay tile wall; Attach #353 de-bonded shear anchors to ext. wall & embed into every third bed joint of exist. tile wall; See detail 3/5.A.2.
17. (2) Existing ceramic wall-hung lavatories; Clear drain lines for proper operation.
18. Note: Paper towel dispenser mounted adjacent to Door 7A is allowed because the door does not latch. See head and jamb details 2/5.A.1 at structural clay tile walls.
19. Point mortar joints where anchoring devices are removed with fan coil unit, piping chase, and piping.



7 FLOOR PLAN - TICKET OFFICE, BATHROOM 7 & BATHROOM 8
1/4" = 1'-0"

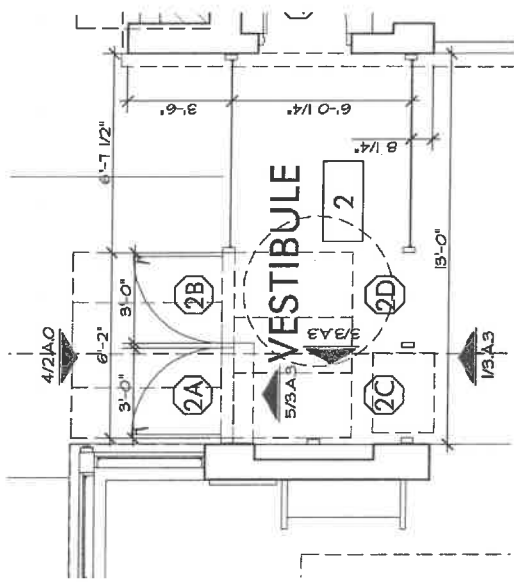
KANSAS DEPARTMENT OF TRANSPORTATION			
FLOOR PLAN - TICKET OFFICE, BATHROOMS			
FINAL APPROVAL	DESIGNED	QUANTITIES	TRACED
XX-XX-XX	DESIGN CK.	QUAN. CK.	TRACE CK.
APPRO	APPD	APPD	APPD
XXX	XXX	XXX	XXX
1. A. 6			
Rev #2 - Feb 15, 2017			

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	13	145
F.A. NO.				

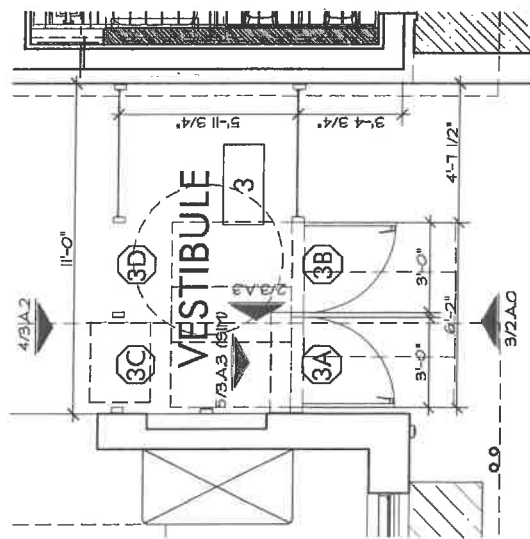
NOTES:

1. Install wireless ADA door operator wall plates (2) @ each vestibule. Operator not to project more than 4" from wall, and force to operate shall be 5 lb. max., typ.
 2. Install low-energy overhead ADA door operator.
 3. Install concealed overhead door closer.
 4. Existing in-floor door closer enclosures to remain
 5. Existing radiator to remain; Remove piping.
 6. Existing aluminum storefront and doors to remain. Replace hardware as indicated in schedule. Modify push bars for incorporation of new panic hardware. See elevations 3/2.A.0, 4/2.A.0, and 5/3.A.3.
 7. Install (1) salvaged overhead door holder; Provide (1) overhead door holder to match salvaged holder.
 8. Install deadlatch paddle device w/ salvaged push handles attached to paddle (Re: 4/5.A.2).
 9. Reinstall original brochure rack to a reach range level between 15" and 48" A.F.F.
 10. Install Lexan kickplate panel on interior of glass flush with inside face of door. (Re: 1/5.A.3)
 11. Reinstall original shelf to a level where the bottom leading edge is at a detectable height of 27" A.F.F. & shelf is at 32" A.F.F.
- Other Notes - Replace remaining deadbolts with dummy cylinders; Remove existing overhead door closers. Cover screw holes in aluminum storefront framing members & doors with sheet aluminum to match existing finish.

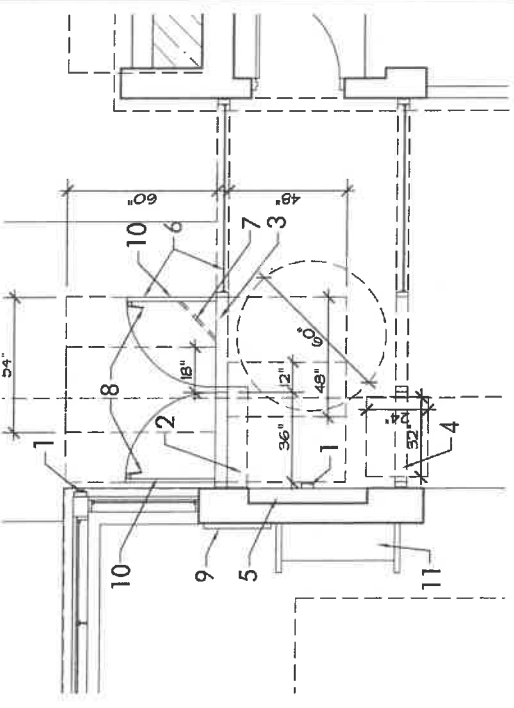
KANSAS DEPARTMENT OF TRANSPORTATION			
FLOOR PLAN - VESTIBULES 2 & 3			
1.A.8			
FWHA APPROVAL	XX-XX-XX	APP'D	XXX
DESIGNED		QUANTITIES	TRACED
DESIGN CK.		QUAN. CK.	TRACE CK.



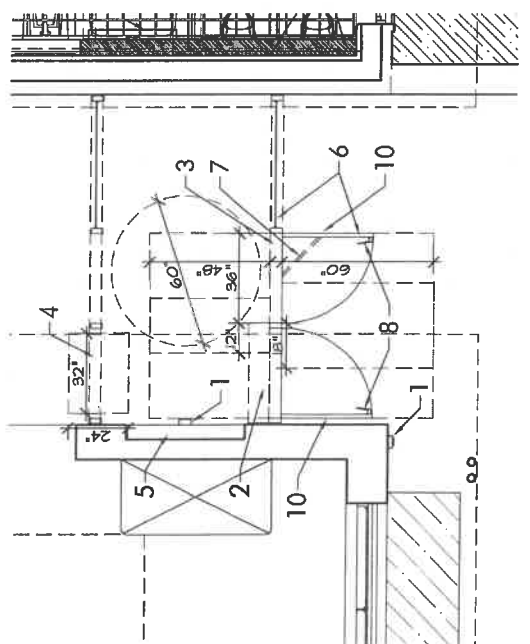
2 FLOOR PLAN VESTIBULE 2
1/4" = 1'-0"



4 FLOOR PLAN VESTIBULE 3
1/4" = 1'-0"



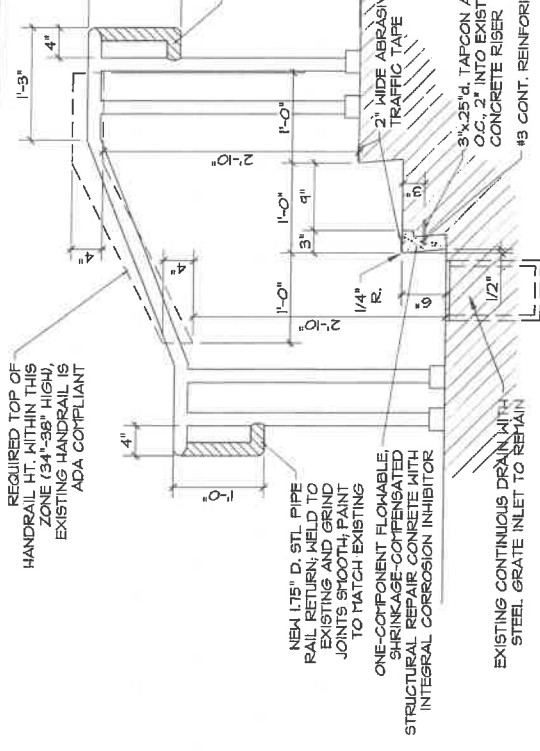
1 FLOOR PLAN VESTIBULE 2
1/4" = 1'-0"



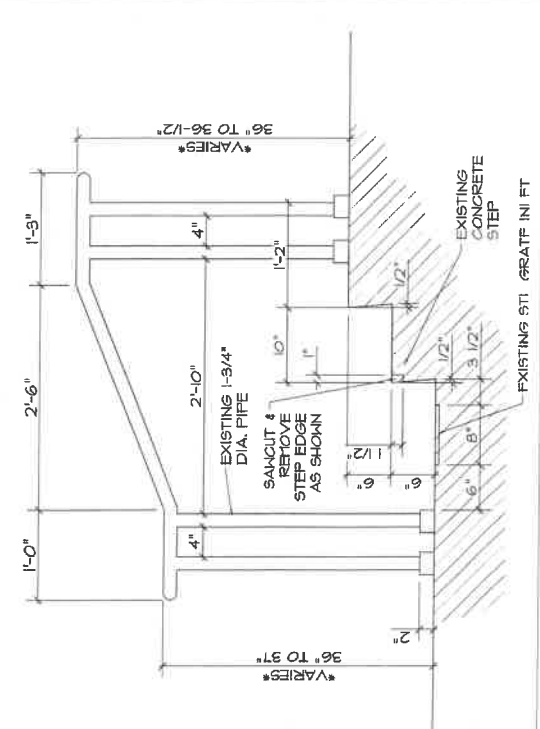
3 FLOOR PLAN VESTIBULE 3
1/4" = 1'-0"

DATE	
BY	
CHECKED	
DESIGNED	
PLOTTED	
PRINTED	
SCALE	

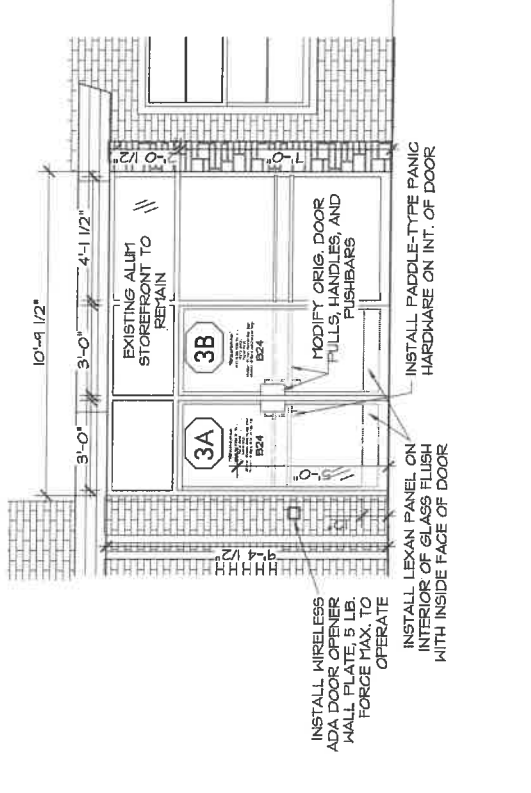
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	23	145
F.A. NO.				



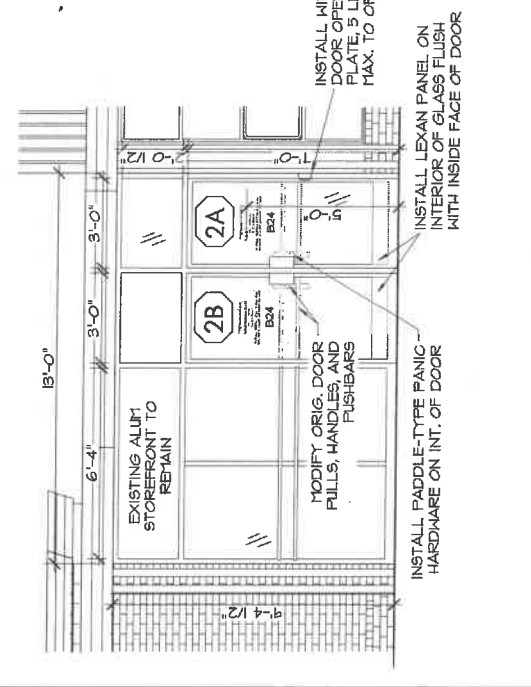
1 EXIST. TYP. PLATFORM STEP & HANDRAIL
3/4" = 1'-0"



2 PROP. TYP. PLATFORM STEP & HANDRAIL MODIFICATIONS
3/4" = 1'-0"



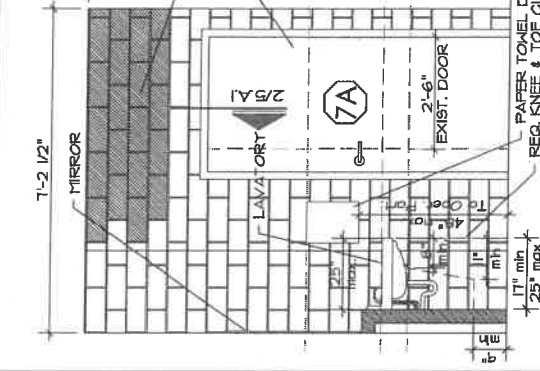
3 SOUTH STOREFRONT
3/16" = 1'-0"



4 NORTH STOREFRONT
3/16" = 1'-0"

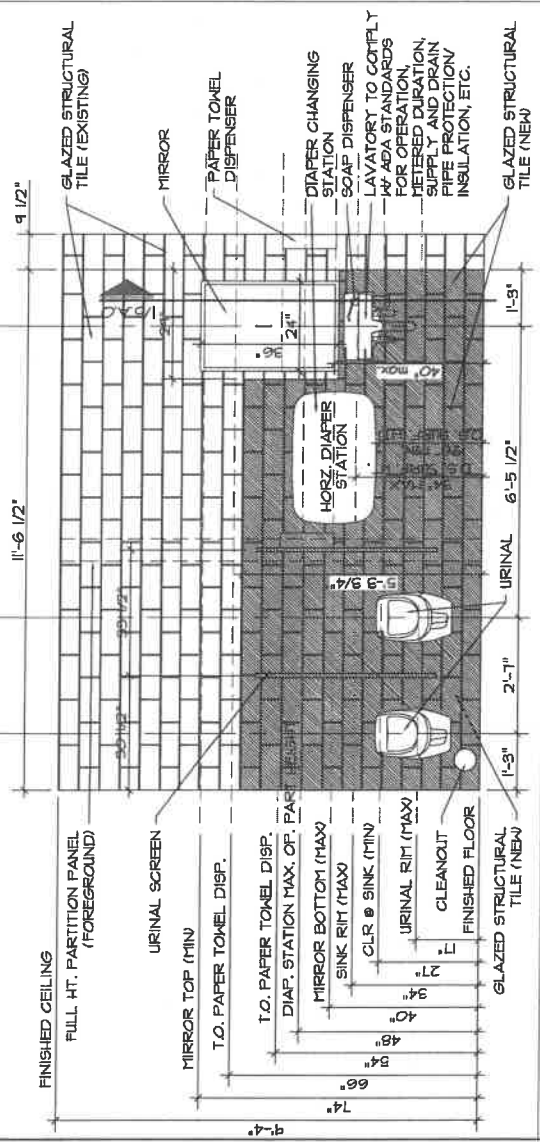
KANSAS DEPARTMENT OF TRANSPORTATION	
ELEVATION DETAIL	
2.A.0	
REV #2 - FEB 15, 2017	
DESIGNED	QUANTITIES
DESIGN CK.	DESIGN CK.
APP'D	APP'D
TRACED	TRACED
CK.	CK.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	28	145
F.A. NO.				



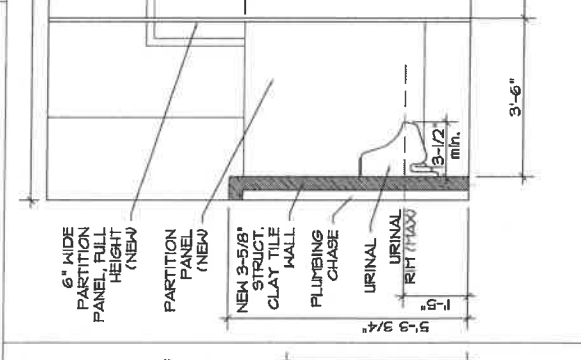
1 WEST WALL MEN'S BATHROOM

3/8" = 1'-0"



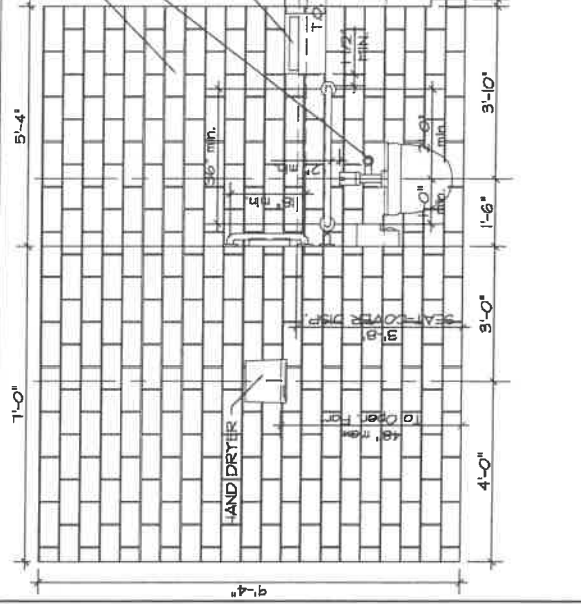
2 NORTH WALL MEN'S BATHROOM

3/8" = 1'-0"



3 EAST WALL MEN'S BATHROOM

3/8" = 1'-0"



4 NORTH VIEW MEN'S BATHROOM

3/8" = 1'-0"

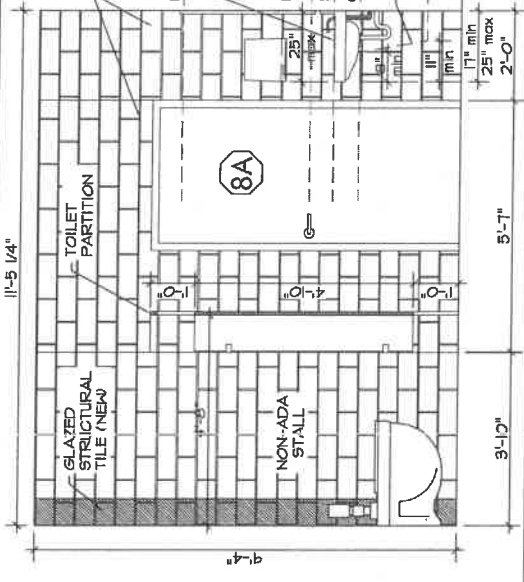
KANSAS DEPARTMENT OF TRANSPORTATION	
INTERIOR ELEVATIONS - BATHROOM 7	
3.A.0	
Rev #2 - Feb 15, 2017	
FHWA APPROVAL XX-XX-XX	APPD XXX
DESIGNED	QUANTITIES
DESIGN CK.	QUAN. CK.
	TRACE CK.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	28	145
F.A. NO.				

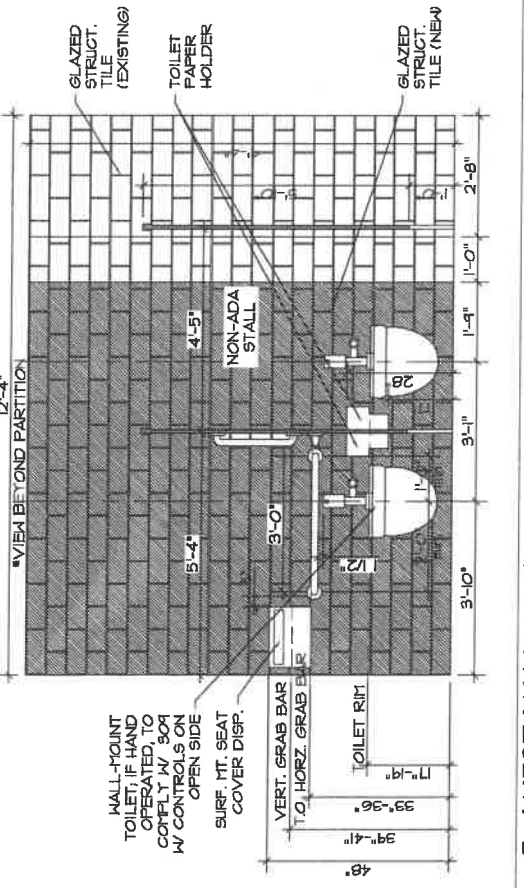
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	28	145
F.A. NO.				

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	28	145
F.A. NO.				

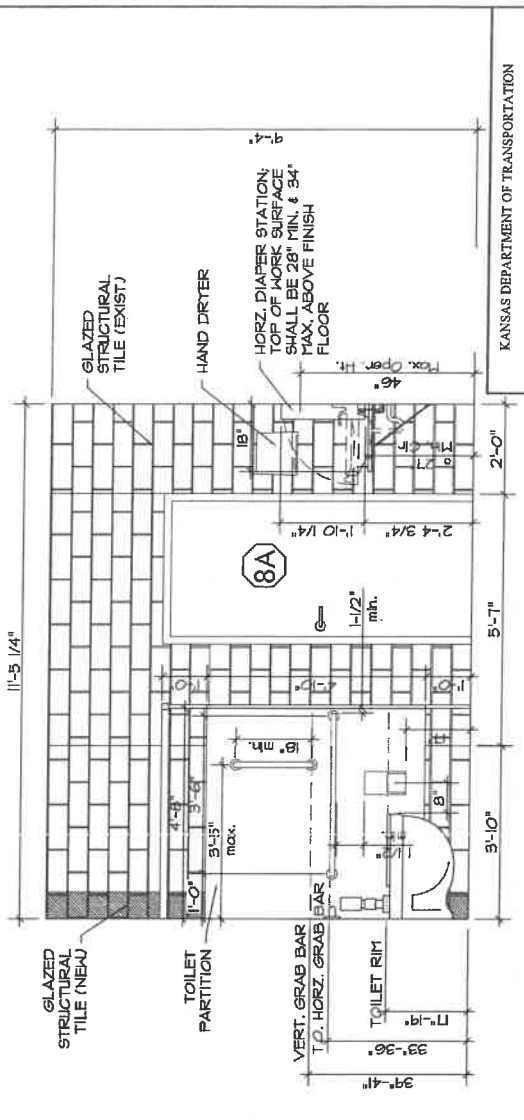
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	28	145
F.A. NO.	GLAZED STRUCTURAL TILE (EXIST.)			



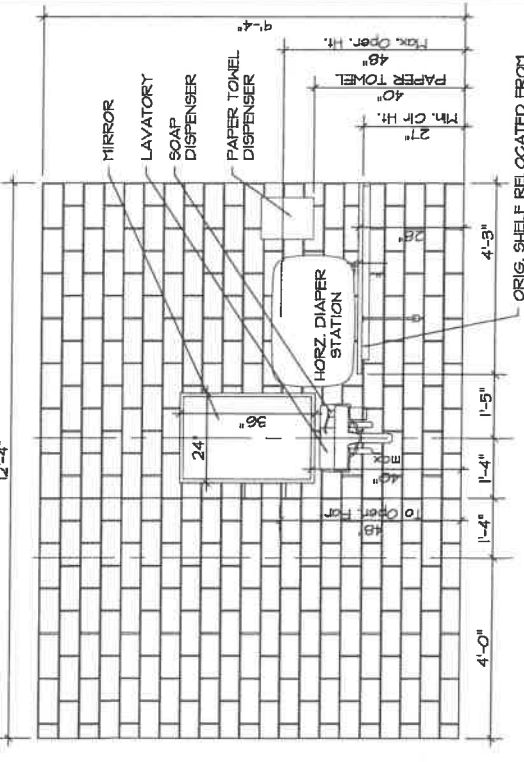
2 NORTH WALL WOMEN'S BATHROOM
3/8" = 1'-0"



1 WEST WALL WOMEN'S BATHROOM
3/8" = 1'-0"



4 NORTH VIEW WOMEN'S BATHROOM
3/8" = 1'-0"



3 EAST WALL WOMEN'S BATHROOM
3/8" = 1'-0"

DESIGNED	DESIGNED	QUANTITIES	TRACED
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

KANSAS DEPARTMENT OF TRANSPORTATION
INTERIOR ELEVATIONS - BATHROOM 8
3.A.1
REV #2 - Feb 15, 2017
RIMA APPROVAL XX-XX-XX APP'D XXX
DESIGNED DESIGNED QUANTITIES TRACED
DESIGN CK. DESIGN CK. QUAN. CK. TRACE CK.

ORIG. SHELF RELOCATED FROM WEST BATHROOM, BRACE & LEDGER AS SHOWN W/ 6" MIN. CLEAR UNDERNEATH TO EDGE OF SHELF

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	33
F.A. NO.			145

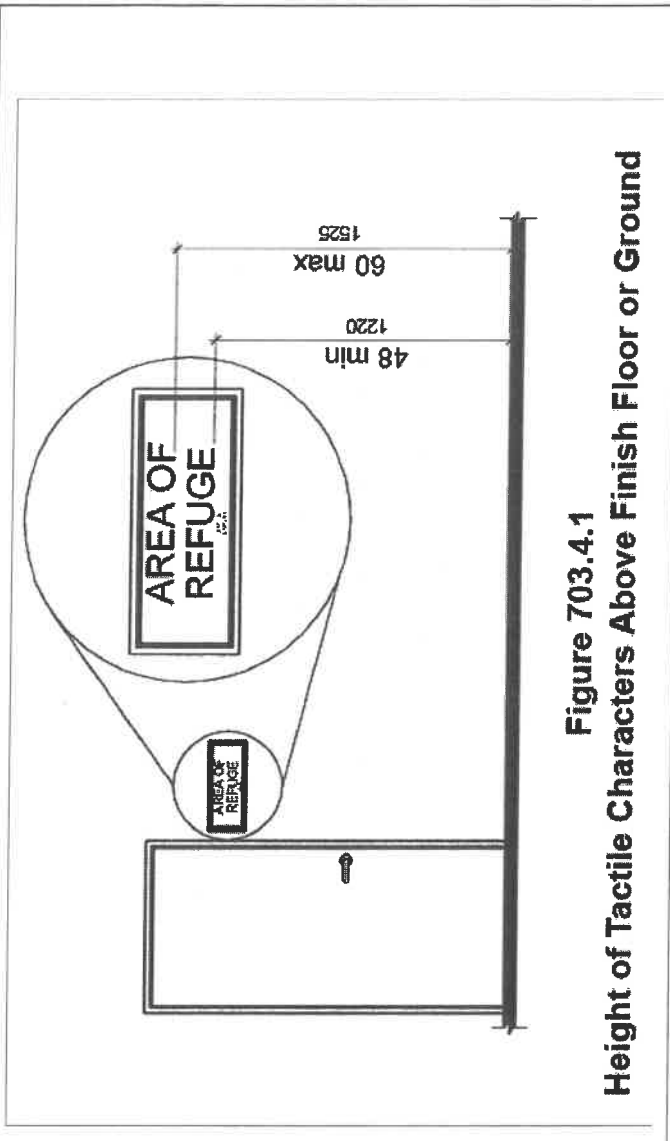
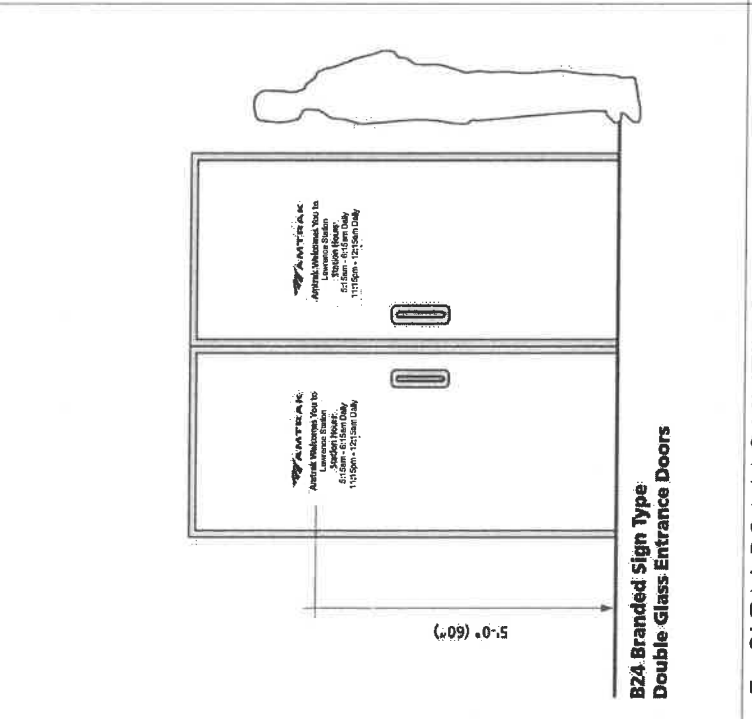


Figure 703.4.1
Height of Tactile Characters Above Finish Floor or Ground



1 SIGN B24 MOUNTING HTS
 1/2" = 1'-0"

2 SIGNS A12 AND C20 MOUNTING HTS
 NTS

KANSAS DEPARTMENT OF TRANSPORTATION			
SIGNAGE DETAILS			
3.A.5			
Rev #2 - Feb. 15, 2017			
DESIGNED	DESIGN CK.	QUANTITIES	TRACE CK.
XX-XX-XX		APP'D	XX
XX-XX-XX		APP'D	XX

DATE	BY	DESCRIPTION

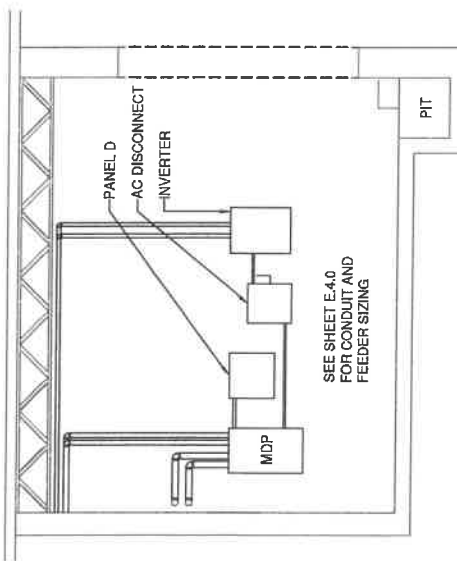
STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	1014	87
E.A. MET		YEAR	145

FIXTURE SCHEDULE:

FIXTURE	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMP TYPE	MOUNTING			HEIGHT	REMARKS
					WALL	RECESSED	PENDANT		
A	EXISTING	EXISTING	1' x 4' RECESSED	32W T-8; 2900 LUMENS	X			9' - 0"	RETROFIT EXISTING FIXTURES WITH NEW T8 LAMPS, TOMBSONES AND ELECTRONIC BALLASTS.
B	EXISTING	EXISTING	CAN LIGHT	23 W COMPACT FLUORESCENT	X			9' - 0"	REPLACE THE EXISTING BULB WITH AN ENERGY EFFICIENT COMPACT FLUORESCENT LIGHT BULB.
C	EXISTING	EXISTING	1' X 1' RECESSED	23 W COMPACT FLUORESCENT	X			9' - 0"	REPLACE THE EXISTING BULB WITH AN ENERGY EFFICIENT FLUORESCENT LIGHT BULB.
D	EXISTING	EXISTING	1' X 1' RECESSED EXTERIOR	23 W T-3 CFL; 1700 LUMENS	X			9' - 0"	REPLACE THE EXISTING BULB WITH AN ENERGY EFFICIENT FLUORESCENT LIGHT BULB.
E	EXISTING	EXISTING	PENDANT FIXTURE	40 W COMPACT FLUORESCENT			X	8' - 0"	REPLACE THE EXISTING BULB WITH AN ENERGY EFFICIENT FLUORESCENT LIGHT BULB.
F	HOLOPHANE	30803WS	WALL LIGHT 9.5" WIDE X 10" DEEP X 10" HIGH	200 W EQUIVALENT LED				8' - 0"	REPLACE WITH LIKE UNIT WITH LIGHT CUT OFF.
G	REFER TO SPECIFICATIONS	-	WALL MOUNT	200 W HOLOPHANE	X			8' - 0"	REPLACE SIX OF THE SEVEN EXISTING FIXTURES WITH THE HOLOPHANE 420 FIXTURE. REPAIR ONE.
CLK	AQUA PEAR "CHANITILLY"	AQP1100	AC POWERED 3" DIGIT LARGE LED WALL CLOCK WITH BATTERY BACKUP	LED			X	-	CENTERED VERTICALLY AND HORIZONTALLY IN HIGH-WALL FACE ABOVE TICKET COUNTER/HALLWAY

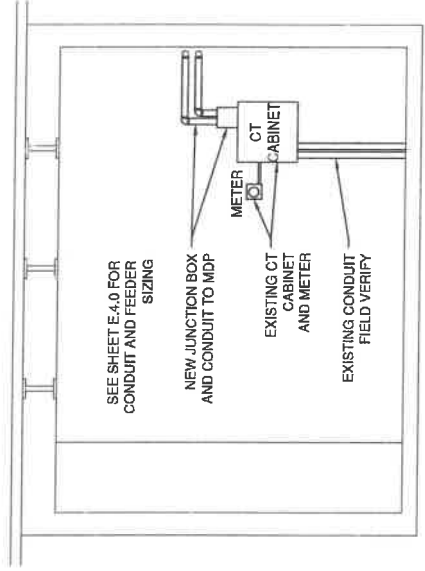
CONTRACTOR SHALL PROVIDE ALTERNATES TO EACH FIXTURE REFURBISHED USING LED TYPE LAMPS.

1 LIGHTING SCHEDULE
SCALE: NIS



SEE SHEET E-4.0 FOR CONDUIT AND FEEDER SIZING

2 BOILER ROOM WEST SECTION
SCALE: 1/4" = 1' - 0"



SEE SHEET E-4.0 FOR CONDUIT AND FEEDER SIZING

NEW JUNCTION BOX AND CONDUIT TO MDP

EXISTING CT CABINET AND METER

EXISTING CONDUIT FIELD VERIFY

3 BOILER ROOM SOUTH SECTION
SCALE: 1/4" = 1' - 0"

KANSAS DEPARTMENT OF TRANSPORTATION
LIGHTING SCHEDULE &
BOILER ROOM SECTIONS
E5.0
Rev #2 - Feb 13, 2017

DESIGNED	XX-XX-XX APPD	QUANTITIES	XXX
DESIGN CK.	DESIGNED	TRACED	
	DESIGN CK.	QUAN. CK.	TRACE CK.

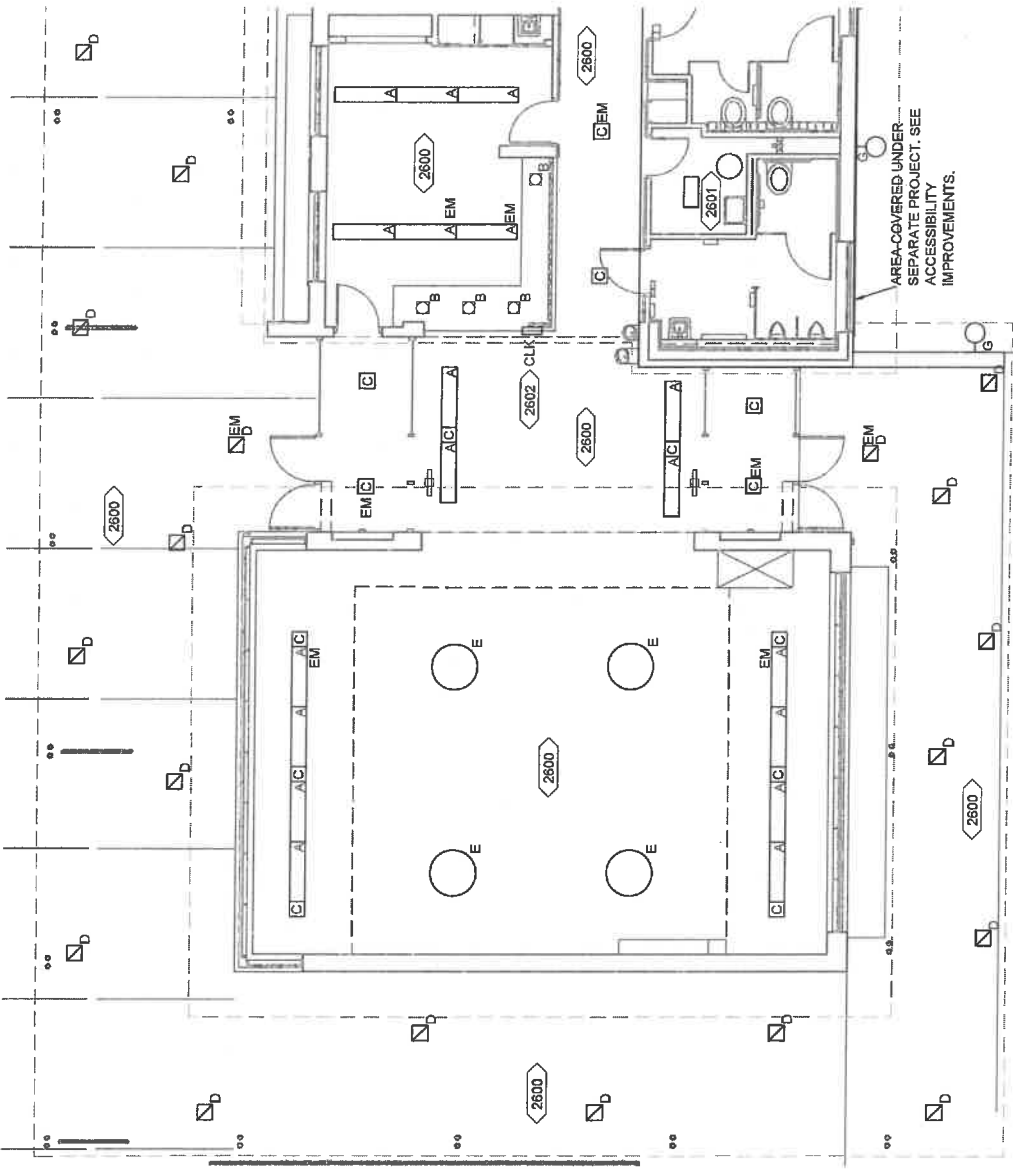
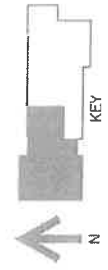
STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014 88	145
F.A. NO.			

INSTALLATION NOTES:

- ◀2600> RETROFIT EXISTING LIGHT FIXTURES WITH NEW T8 FLUORESCENT OR EQUIVALENT LUMEN COMPACT FLUORESCENT LIGHT BULBS.
- ◀2601> PROVIDE CENTRAL BACKUP BATTERY PACK FOR LIGHT FIXTURES DESIGNATED AS EM (EMERGENCY EGRESS) LIGHT FIXTURES. SEE LIGHTING LAYOUT. BATTERY SHALL ALSO LIGHT THE EXIT SIGNS. LOCATED BATTERY PACK IN JANITORS CLOSET.
- ◀2602> PROVIDE NEW 3" DIGIT HEIGHT LED WALL CLOCK PER FIXTURE SCHEDULE. CLOCK SHALL BE CENTERED VERTICALLY AND HORIZONTALLY IN HIGH WALL ABOVE TICKET COUNTER/HALLWAY.

LIGHTING LEGEND:

- ⊙ STANDARD SWITCH (48" A.F.F.)
- ⊙ 3-WAY SWITCH (48" A.F.F.)
- ⊙ PILOT LIGHT SWITCH (48" A.F.F.)
- ⊙ SYNERGY LIRW NIGHT OCCUPANCY SENSOR
- ⊙ 2' X 4' FLUORESCENT FIXTURE
- ⊙ FIXTURE TYPE
- ⊙ RECESSED CAN FIXTURE
- ⊙ FIXTURE TYPE
- ⊙ EXIT SIGN CONNECTED TO EM CIRCUIT
- ⊙ ELECTRICAL PANEL



KANSAS DEPARTMENT OF TRANSPORTATION

LIGHTING LAYOUT WEST

E 6.0

Rev #2 - Feb 19, 2017

FIWA APPROVAL	XX-XX-XX	APP'D	XXX
DESIGNED		QUANTITIES	TRACED
DESIGN CK.		QUAN. CK.	TRACE CK.

1 LIGHTING LAYOUT WEST

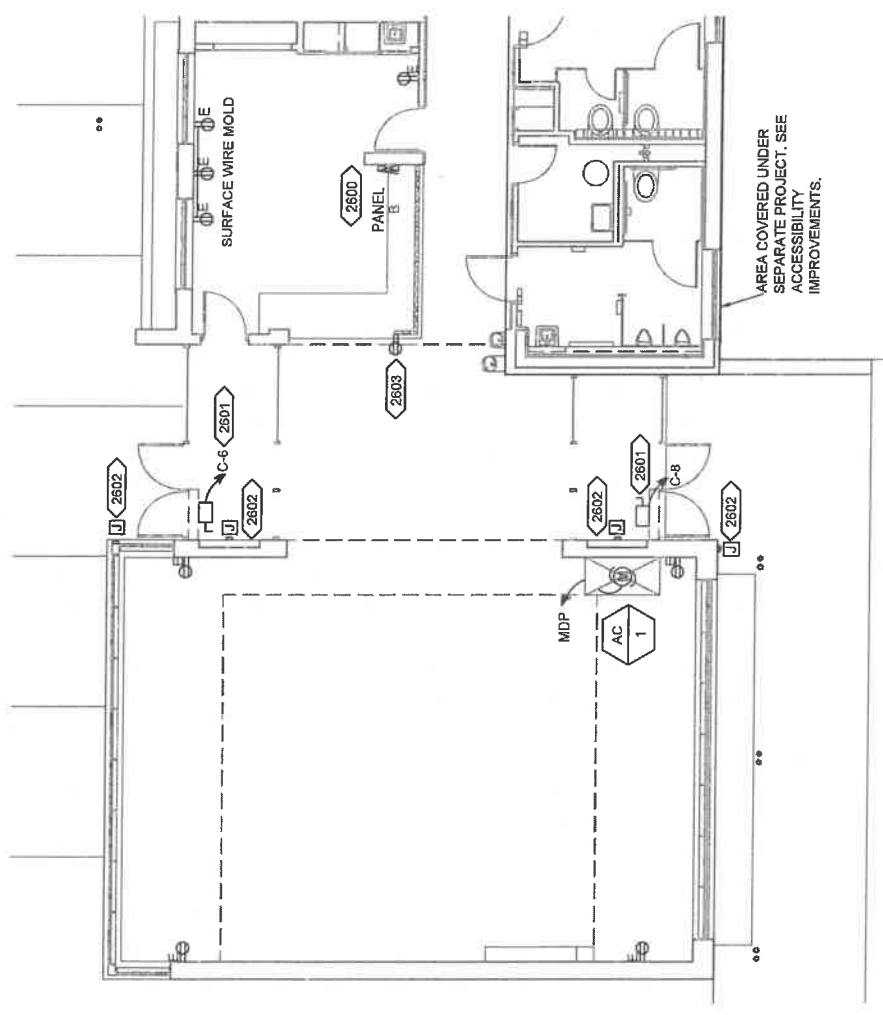
SCALE: 1/8" = 1'-0"

DATE	BY	CHKD	APP'D

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0273-01	2014	90	145
F.A. NO.				

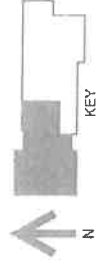
INSTALLATION NOTES:

- 2800 > PANEL B TO BE REMOVED AND REPLACED EXISTING WIRING AND CIRCUITS TO REMAIN.
- 2801 > PROVIDE POWER ABOVE THE CEILING NEAR THE MAIN ENTRY DOORS. FOR NEW AUTOMATIC DOORS, PROVIDE DISCONNECT ABOVE THE LAY-IN TILE CEILING FOR THE AUTOMATIC DOORS. VERIFY REQUIREMENTS WITH AUTOMATIC DOOR MANUFACTURER RECOMMENDATIONS.
- 2802 > PROVIDE JUNCTION BOX AT INSIDE AND OUTSIDE AUTOMATIC DOOR PUSH BUTTON SWITCH LOCATION WITH 1/2" CONDUIT ROUTED FROM EACH JUNCTION BOX TO AUTOMATIC DOOR OPERATOR. VERIFY REQUIREMENTS AND LOCATION WITH ARCHITECTURAL SPECIFICATIONS.
- 2803 > PROVIDE RECESSED DUPLEX RECEPTACLE ON EXISTING CIRCUIT FOR NEW LED WALL CLOCK CLOCK SHALL BE CENTERED VERTICALLY AND HORIZONTALLY IN HIGH WALL ABOVE TICKET COUNTER/HALLWAY.



POWER LEGEND:

- STANDARD RECEPTACLE (18" A.F.F.)
- EXISTING RECEPTACLE
- WATER PROOF TYPE RECEPTACLE
- GFI RECEPTACLE (WITHIN 6' OF A SINK)
- EQUIPMENT MOTOR
- DISCONNECT SWITCH
- JUNCTION BOX
- MECH. EQUIPMENT DESIGNATION DESIGNATED NUMBER

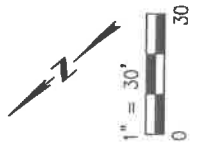
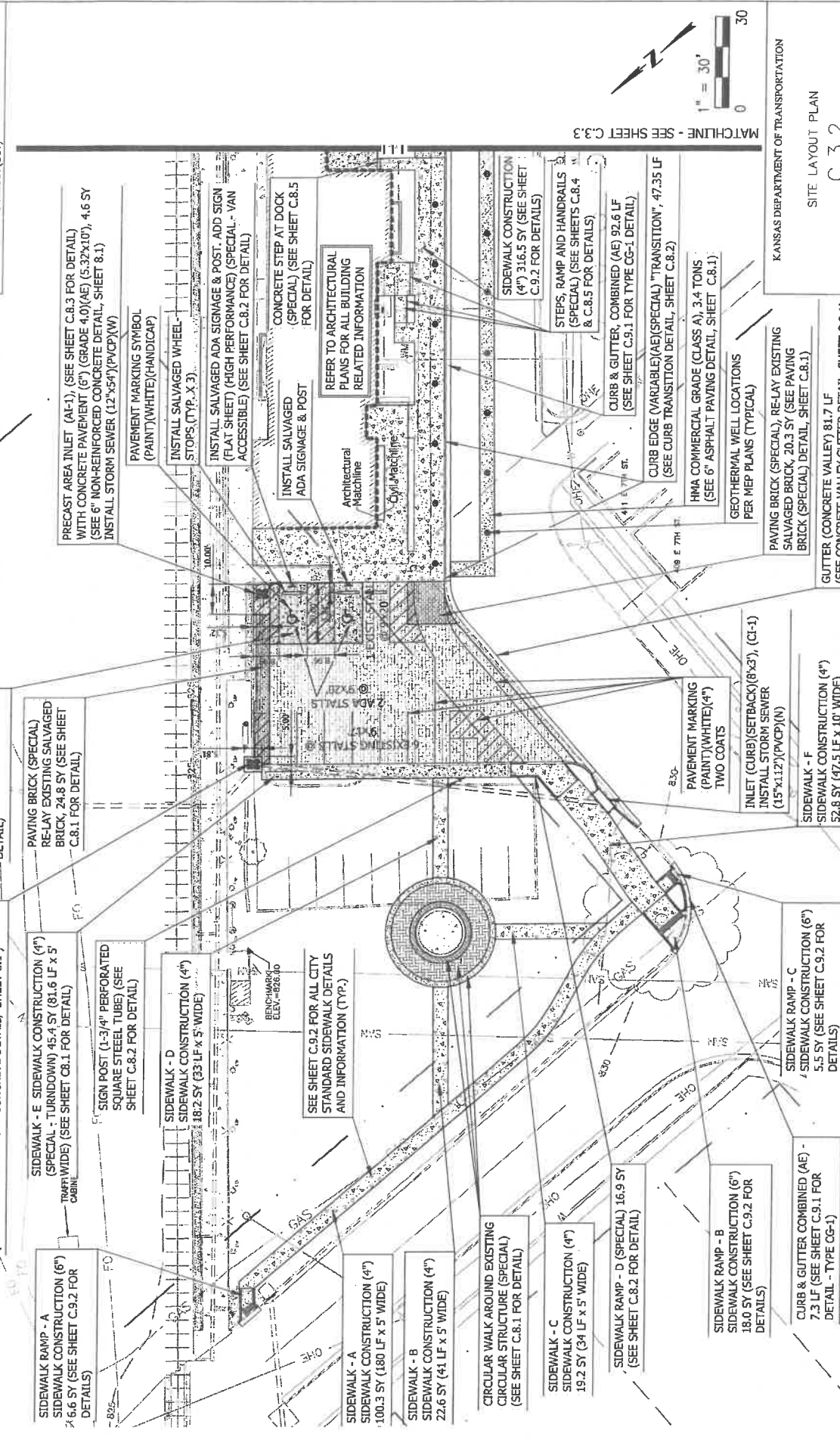


KANSAS DEPARTMENT OF TRANSPORTATION
POWER LAYOUT WEST
Rev # F-8019-2017
 FHWA APPROVAL XX-XX-XX APPD XXX
 DESIGNED QUANTITIES TRACED
 DESIGN CK. QUAN. CK. TRACE CK.

1 POWER LAYOUT WEST
 SCALE: 1/8" = 1'-0"

DATE	BY	CHKD	DATE

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	102	145
F.A. NO.	TEA-1037(301)			

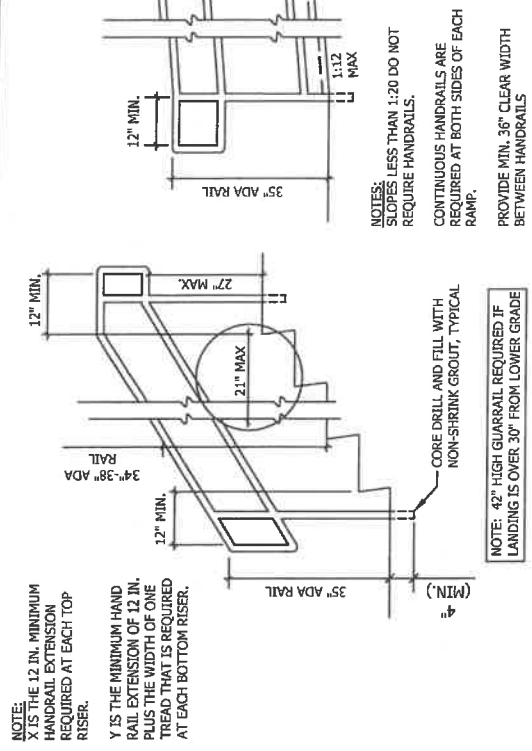


MATCHLINE - SEE SHEET C.3

KANSAS DEPARTMENT OF TRANSPORTATION				
SITE LAYOUT PLAN				
C.3.2				
Rev #2 - Feb 15, 2017				
FWMA APPROVAL	XX-XX-XX	APP'D	XXX	
DESIGNED		QUANTITIES		
DESIGN CK.		QUAN. CK.		TRACE CK.

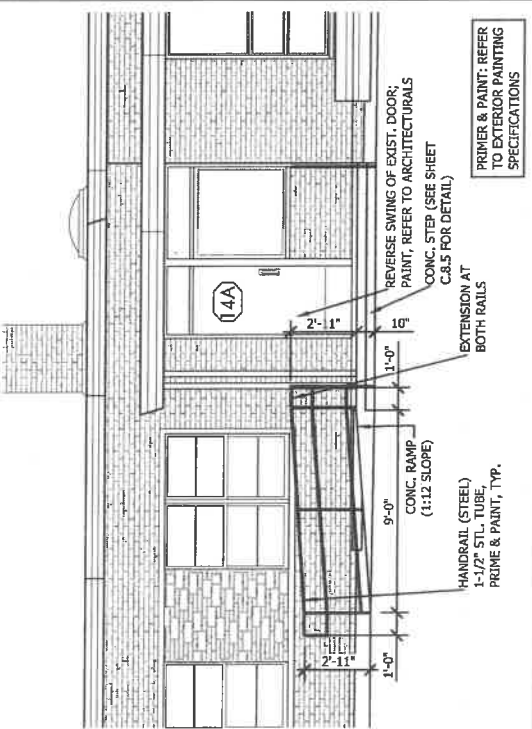
SITE LAYOUT PLAN

STATE	PROJECT NO.	YEAR	SHEET	TOTAL
KANSAS	23 TE-0373-01	2014	NO.	SHEETS
F.A. NO.	TEA-TO37(301)		121	145



2 TYP. ADA HANDRAIL DETAILS

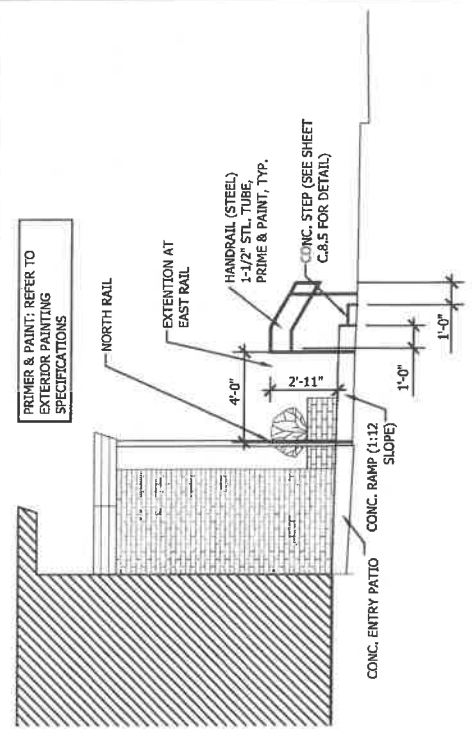
N.T.S.



1 SE RAMP & STAIR SOUTH ELEVATION

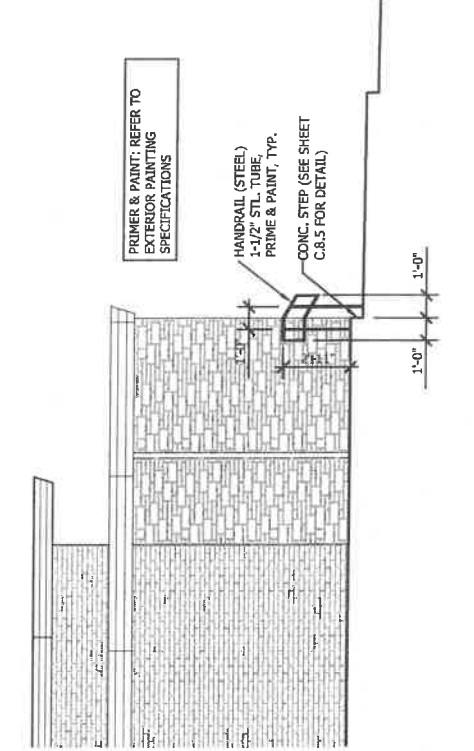
3/16" = 1'-0"

NOTE: SLOPE OF STAIR TREAD IS TO BE NO GREATER THAN 2.089% (25":12")



3 SE RAMP & STAIR WEST ELEVATION

3/16" = 1'-0"

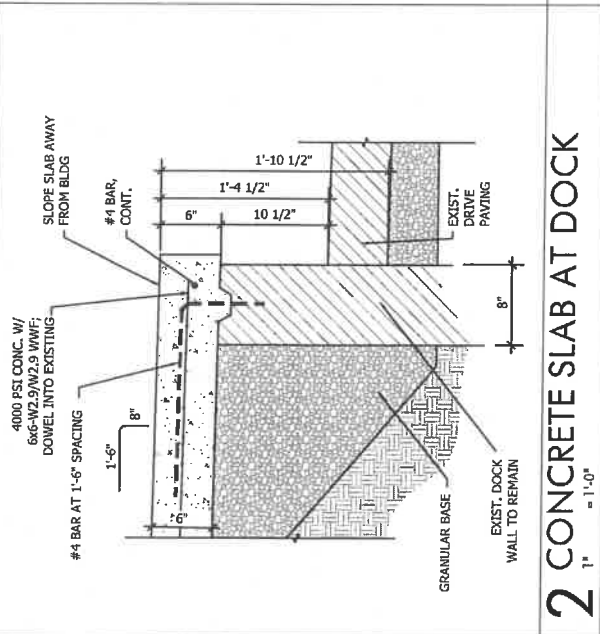


4 SOUTH ENTRANCE WEST ELEVATION

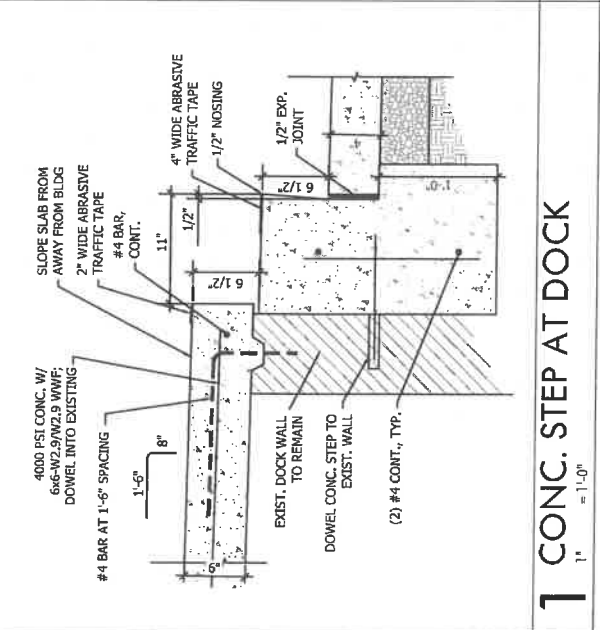
3/16" = 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION			
HANDRAIL ELEVATIONS & DETAILS			
C.8.4			
Rev #2 - Feb 15, 2017			
PRIMA APPROVAL	DESIGNED	QUANTITIES	TRACED
XX-XX-XX	APP'D	XXXX	XXXX
DESIGN CK.	DESIGN CK.	QUAN. CK.	TRACE CK.

STATE	PROJECT NO.	SHEET	TOTAL
KANSAS	23 TE-0373-01	122	145
F.A. NO.	TEA-T037(301)		



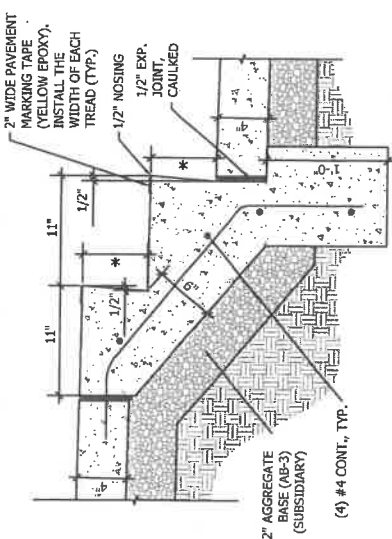
2 CONCRETE SLAB AT DOCK
1" = 1'-0"



1 CONCRETE STEP AT DOCK
1" = 1'-0"

NOTE: SLOPE OF STAIR TREAD IS TO BE NO GREATER THAN 2.08% (2.5":12")

- * 5 1/2" RISERS AT SOUTHEAST ENTRANCE
- * 6 1/2" RISERS AT ALL OTHER LOCATIONS UNLESS NOTED



3 CONCRETE STEP DETAIL
1" = 1'-0"

KANSAS DEPARTMENT OF TRANSPORTATION			
CONCRETE STEP DETAILS			
C.8.5			
Rev #2 - Feb 15, 2017			
FWMA APPROVAL	DESIGNED	QUANTITIES	THRU
XX-XX-XX	APP'D	XX	XX
DESIGN CK.	DESIGN CK.	QUAN. CK.	THRU

DATE	BY	SCALE

LEASE AGREEMENT
(City of Lawrence, Kansas Station)

This Lease Agreement ("Lease") is made and entered into as of this _____ day of _____, 2017 and is effective as of the ____ day of _____, 2017 ("Effective Date"), by and between the CITY OF LAWRENCE, a municipality formed under the laws of the State of Kansas ("LESSOR"), and National Railroad Passenger Corporation, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor South Tower, Philadelphia, PA 19104 ("AMTRAK").

BACKGROUND

LESSOR owns a certain building in the City of Lawrence, State of Kansas, which property is commonly known as the Lawrence Train Station ("Station"), being more particularly shown on Exhibit "A", attached hereto and made a part hereof; and

AMTRAK desires to lease a portion of the Station as defined in Section 1 below.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, LESSOR and AMTRAK do hereby agree as follows:

1. **PREMISES**

a. LESSOR hereby leases to AMTRAK and AMTRAK leases from LESSOR for the Term (as defined below), and pursuant to the terms and conditions set forth herein, 3005 square feet of space in the Station as delineated on the plan attached and incorporated herein as Exhibit "B", attached hereto and made a part hereof ("Premises").

b. LESSOR also hereby grants to AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, the nonexclusive right in common with LESSOR and all others designated by LESSOR for the use of the common areas and common facilities in the Station and on the land on which the Station is located. The Station and the land on which it is located ("Land") and the "Common Areas" (as defined below) are collectively referred to herein as the "Property". Common areas include sidewalks, plazas, parking areas, driveways, hallways, stairways, elevators, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Property and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises and unrestricted ingress and egress over the Land to and from the Station to the street and to railroad platforms operations and facilities ("Common Areas").

2. **TERM**

a. The term of this Lease shall be for twenty years (20) years commencing on the Effective Date ("Commencement Date"), which term shall automatically renew for one (1) year terms every year until such time as AMTRAK shall notify LESSOR in writing that AMTRAK no longer desires or intends to use the Premises for intercity passenger rail service or railroad uses or purposes ("Term").

3. **RENT**

a. AMTRAK shall pay rent in the amount of One Dollar (\$1.00) per Term

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("Rent"). Receipt of the Rent is hereby acknowledged by LESSOR.

b. "AMTRAK's Proportionate Share" shall mean a fraction, the numerator of which is the square footage of the Premises and the denominator of which is the square footage of the Station area. AMTRAK's Proportionate Share shall initially be 3005/4324. Annual operating expenses for the Station, which do not include the items excluded by Section 3.c., are hereafter referred to as "Annual Station Operating Expenses".

AMTRAK shall pay to LESSOR Amtrak's Proportionate Share of the Annual Station Operating Expenses, in equal monthly installments equal to one twelfth (1/12) of AMTRAK'S Proportionate Share of the Annual Station Operating Expenses ("Monthly Installments"). For the period from the Commencement Date until the issuance of the "Operating Expense Statement", as hereinafter defined, such Monthly Installments shall be based on AMTRAK'S and LESSOR'S reasonable estimate, which is \$1.00 per square foot of the Premises ("Initial Payments"). After the Initial Payments, the Monthly Installments shall be based on one twelfth (1/12) of the actual Annual Station Operating Expenses for the preceding year.

Within thirty (30) days of the expiration of each calendar year, LESSOR shall furnish AMTRAK with a written statement of the actual Annual Station Operating Expenses ("Operating Expense Statement") incurred for such year accompanied by all utility bills evidencing such. AMTRAK shall pay AMTRAK's Proportionate Share of any amounts in excess of those collected pursuant to the payments on account of the Annual Station Operating Expenses for AMTRAK'S Proportionate Share of the Annual Station Operating Expenses. LESSOR shall pay to AMTRAK any amounts collected for Annual Station Operating Expenses from AMTRAK that exceed the amounts of the actual Annual Station Operating Expenses due from AMTRAK pursuant to AMTRAK's Proportionate Share.

c. The following items are exclusions from Annual Station Operating Expenses:

- (i) Leasing commissions, marketing costs, disbursements, and other expenses incurred for leasing, renovating, or improving space;
- (ii) Any charge for interest, depreciation or amortization;
- (iii) Costs of a capital nature including capital improvements, capital replacements, capital repairs, capital equipment, and capital tools, as determined under generally accepted accounting principles consistently applied;
- (iv) Costs incurred because LESSOR violated the terms of the Lease;
- (v) Rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature;
- (vi) Items and services for which AMTRAK, other tenants, insurers or any third party reimburses LESSOR or for which AMTRAK pays third parties directly;

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- (vii) Advertising and promotional expenditures and leasing and brokerage commissions;
- (viii) Repairs or other work needed because of eminent domain, fire, windstorm, or other casualty or cause insured against by LESSOR or to the extent LESSOR's insurance required under this Lease would have provided insurance, whichever is the greater coverage, but any expenditures by LESSOR within commercially reasonable insurance deductibles shall be included in Annual Station Operating Expenses;
- (ix) Wages or salaries paid to employees above the level of building manager, or executive personnel of LESSOR or any management company;
- (x) Management fees in excess of three (3%) percent of the sum of Annual Station Operating Expenses;
- (xi) The costs of supplies or inventory in excess of that reasonably required for the period for which operating expenses are determined;
- (xii) Costs incurred to remedy structural defects; or costs incurred to remedy defects in original construction materials or installations which are either (a) covered by contractors' warranties or (b) brought to LESSOR's attention within the construction warranty period;
- (xiii) Any costs, fines, or penalties incurred because LESSOR violated any governmental rule or authority;
- (xiv) Costs incurred to test, survey, cleanup, contain, abate, remove, or otherwise remedy hazardous wastes or asbestos-containing materials from the Premises or Station unless the wastes or asbestos-containing materials were in or on the Premises or Station because of grossly negligent acts of AMTRAK;
- (xv) Other expenses that under generally accepted accounting principles consistently applied would not be considered normal maintenance, repair, management, or operation expenses;
- (xvi) Legal fees, costs, and disbursements based upon LESSOR's negligence or other tortious conduct, or relating to the defense of LESSOR's title to, or interest in, the Station or the Property;
- (xvii) Capital costs or repair costs to comply with laws and governmental rules and regulations including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and the regulations promulgated thereunder (collectively, "ADA");
- (xviii) Costs incurred to remedy deficiencies in air quality not caused by AMTRAK; and

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(xiv) Costs incurred in providing services to any tenant in the Station and not uniformly available to all tenants of the Station including costs for tenant fit-outs or alterations; and

(xv) Taxes payable by LESSOR such as income, real estate, franchise, or capital stock taxes.

4. USE

AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, may occupy and use the Premises for any lawful purpose reasonably related to the operation of a rail passenger station and AMTRAK's business operations, including, without limitation, ticketing, waiting area for passengers, related mail, package, baggage and express services, office, mechanical and/or engineering facilities, connecting bus service and operations incidental to AMTRAK's business (collectively, "USE"). In addition to the USE, Amtrak shall be permitted to use the Premises for other lawful purposes approved by Lessor, which approval shall not be unreasonably withheld, delayed or conditioned, and the term "Use" shall be deemed to include such additional approved uses.

5. PARKING

AMTRAK, its employees, agents, licensees, contractors, passengers, and invitees shall have the right to use, free of charge, the parking area located at the Property as shown on **Exhibit "A"**, attached hereto and made a part hereof. AMTRAK acknowledges that the finished parking on the east side of the Station will not be constructed as an initial phase of the improvement project, but will be available for parking.

6. HOURS OF OPERATION

AMTRAK shall have the right to keep the Premises open at all such times as it desires.

7. UTILITIES

LESSOR shall make all arrangements for the provision of and pay for all utilities necessary for AMTRAK's occupancy and use of the Premises.

LESSOR shall provide all utility bills to AMTRAK prior to AMTRAK being required to pay such utility costs in Section 3 above.

8. LESSOR'S WORK

LESSOR agrees to provide AMTRAK, at LESSOR's sole cost and expense, with leasehold improvements within the Premises in accordance with the plans, specifications and schedule attached hereto and incorporated herein as **Exhibit "C"**. All such leasehold improvements shall be constructed in accordance with all applicable statutes, laws, rules, regulations, ordinances and codes, including without limitation, the ADA, and shall be constructed in accordance with AMTRAK'S safety, security, operation and engineering procedures, as applicable.

LESSOR acknowledges that they are making alterations and improvements to the leased Premises and that such alterations or improvements must meet the Secretary of Interior's Standards for the Treatment of Historic Properties and must be in conformance with all City

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codes and regulations.

9. SIGNS

AMTRAK's business signs, including all signs designed, erected, placed or maintained by AMTRAK, or allowed to be erected, placed, or maintained by it, on the Property prior to the Commencement Date ("Existing Signs") are deemed approved by LESSOR. AMTRAK may (a) keep and maintain Existing Signs on the Property throughout the Term of this Lease, and (b) replace any or all Existing Signs with new signs of similar content when such replacement is warranted in AMTRAK's sole discretion (any such replacement signs shall be deemed Existing Signs). Prior to replacing any Existing Signs with signs of substantially different content or erecting or installing any signs in addition to Existing Signs, AMTRAK must notify LESSOR of its intention to do so. AMTRAK shall not erect or install any sign in the Station in violation of any applicable law, ordinance, rule or regulation of any governmental agency.

10. MAINTENANCE, REPAIR AND SERVICES

a. Except as otherwise specifically provided herein, LESSOR, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Property, including the maintenance, repair, replacement and alteration of the interior and exterior of the Station and all fixtures, equipment, components and systems that are a part of the Station or necessary to and for the operation of the Station and AMTRAK's use and occupancy of its Premises, including structural and roof repairs and maintenance and exterior landscaping, paving and maintenance.

b. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its ownership, operation and maintenance of the Station before delinquency.

c. LESSOR shall provide at its expense:

(i) Heating, ventilation and air conditioning ("HVAC") for the Station, including the Premises, during all hours of scheduled passenger train (and bus) operations, to maintain temperatures in the interior portions of the Station at commercially reasonable levels. At the Lease Commencement, AMTRAK shall provide to the LESSOR a written schedule of AMTRAK's then current passenger train operations. Throughout the Term, AMTRAK shall keep a current written schedule of AMTRAK's passenger train operations at the Station and available for LESSOR's review upon LESSOR's request. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's use of the Premises.

(ii) Janitorial services to the Property (including the Premises) as specified in Exhibit "D";

(iii) Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises or Common Areas;

(iv) Electricity to the Premises and the Common Areas in quantities necessary for AMTRAK's purposes and use permitted hereunder and lighting of uniform illumination;

(v) Replacement of lighting tubes, lamp ballasts, starters and bulbs in the

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Premises and the Common Areas;

(vi) Extermination and pest control as often as may be deemed necessary in the exercise of prudent management practices in the Premises and the Common Areas. To the greatest extent possible, such work shall be performed at times other than when passenger trains are scheduled;

(vii) Maintenance, cleaning and upkeep of Common Areas. Such maintenance shall include without limitation cleaning as specified in **Exhibit D**, HVAC, illumination, repairs, replacements, lawn care and landscaping;

(viii) A building manager or engineer capable of responding to AMTRAK's requests for service within twelve (12) hours, or as soon thereafter as reasonably practical, during all times when AMTRAK's passenger train (and bus) operations are scheduled;

(ix) Security that shall be provided by the City's regular police patrol, and shall be provided at the same level of police service provided to the community at large.

d. LESSOR shall cause utilities (natural gas, electricity, water, and sewer) to be supplied to the Property sufficiently for the operation of a commercial facility, including provision of such utilities to the Premises at levels and in amounts sufficient for AMTRAK's use and occupancy of the Premises as provided in Section 4 of this Lease.

e. AMTRAK shall be responsible for the maintenance and repair of any trade fixtures, signage, equipment or other personal property of AMTRAK located on or within the Premises and charges for any services for AMTRAK's sole use and benefit arranged for by Amtrak separately from the services provided by or to be provided by LESSOR under this Lease.

f. Notwithstanding anything to the contrary in this Lease, if LESSOR fails in any of its obligations under this Section 10, and such failure continues for more than three (3) consecutive days after notice from AMTRAK of such failure, AMTRAK may provide any such maintenance, repairs and services or arrange for the provision of such. In the event AMTRAK provides any such maintenance, repairs or service, LESSOR shall reimburse AMTRAK for the cost and expense of such maintenance, repairs and services within forty-five (45) days of notice from AMTRAK for such payment. Upon request of LESSOR, AMTRAK shall supply LESSOR with verification of all costs.

11. ALTERATIONS AND IMPROVEMENTS

AMTRAK shall have the right to make alterations and improvements to the Premises subject to the following terms and conditions:

a. No alterations or improvements made by AMTRAK shall in any way impair the structural stability of the Premises.

b. AMTRAK shall request LESSOR's approval prior to making any alterations or improvements and all alterations or improvements must be approved in writing by LESSOR. LESSOR's approval shall not be unreasonably withheld, conditioned or delayed.

c. AMTRAK shall keep the Premises and every part of the Station free and clear of any mechanic's lien or materialmen's liens arising out of the construction of any such alterations or improvements and further agrees to hold LESSOR harmless from any liability or liens therefor.

d. All alterations and improvements that are permanently affixed to the Station shall become the property of the LESSOR and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

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e. AMTRAK's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of AMTRAK and may be removed by AMTRAK at any time during the Term or upon the expiration or sooner termination of this Lease (including any extension term). AMTRAK shall repair any damage to the Premises or Station caused by AMTRAK's removal of its personal property, trade fixtures, or equipment, but AMTRAK shall have no obligation to remove such items from the Station at any time.

f. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Station or adjacent areas for ADA or Personal Information Display Systems ("PIDS") purposes. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on, over, through and upon any property of LESSOR to obtain access to make such improvements. LESSOR's approval shall not be required for improvements required (as determined by AMTRAK in its sole discretion) by the ADA or for installation of PIDS (including installation of visual and audio components).

g. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Station or adjacent areas for security purposes, to include the right to install security cameras and intrusion detection systems. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on, over, through and upon any property of LESSOR to obtain access to make such improvements. LESSOR's approval shall not be required for improvements required (as determined by AMTRAK in its sole discretion) for security and LESSOR shall not be entitled to further compensation. To the extent that LESSOR has or will have security cameras or intrusion detection systems installed, LESSOR agrees, without further compensation, that AMTRAK shall have the right to access information, recordings, feeds and video from such security systems and AMTRAK may share such information with federal, state or local law enforcement agencies for security purposes.

12. INSURANCE AND INDEMNIFICATION

a. AMTRAK shall indemnify, defend, and hold harmless LESSOR from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of AMTRAK, its employees or agents in connection with this Lease.

b. AMTRAK shall cover its indemnity obligations hereto under its corporate-wide self-insurance program.

c. AMTRAK shall cause all its contractors who perform work at the Station to add LESSOR and AMTRAK as additional insureds on the contractors' general and auto liability insurance policies.

d. To the extent permitted by law, LESSOR shall indemnify, defend and hold harmless AMTRAK, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of LESSOR, its officers, officials, directors, employees or agents in connection with this Lease, or LESSOR's failure to comply with any of its obligations contained in this Lease, or arising out of its ownership of the Station, except for any loss or damage or portion of loss or damage that is caused by the sole and direct willful misconduct of AMTRAK.

e. LESSOR shall cause all its contractors who perform work at the Station to

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add LESSOR and AMTRAK as additional insureds on such contractors' general and auto liability insurance policies.

f. LESSOR shall procure and maintain throughout the Term of this Lease property insurance on the Station for its full replacement value, with AMTRAK designated as an additional insured.

13. DAMAGE OR DESTRUCTION

In the event of destruction, or substantial damage, to the Premises during the Term of this Lease which renders the Premises unusable to AMTRAK, as determined by AMTRAK in AMTRAK's sole discretion, LESSOR shall have the option of:

a. Within one hundred eighty (180) days after such damage or destruction, replacing or rebuilding the Station, including the Premises, and in such manner and according to such plans and specifications that would restore the Station, including the Premises, to substantially the same condition as immediately before its destruction or substantial damage, in which event LESSOR shall provide suitable temporary facilities while such replacement or rebuilding is ongoing; or

b. If LESSOR does not rebuild the Station it shall provide AMTRAK with suitable alternative space that is usable by AMTRAK, as determined by AMTRAK in AMTRAK's sole discretion, as an intercity rail passenger station.

c. Within thirty (30) days after such damages or destruction, LESSOR shall notify AMTRAK of LESSOR's decision to rebuild the Station including the Premises or declining to rebuild and providing alternative space. During the 180 day repair or replacement period identified in Subsection (a) above, AMTRAK shall have no obligation to: (1) Pay any costs or expenses associated with the Station, including the Premises, required under this Lease; or (2) Provide any services to the Premises required under this Lease. If LESSOR does not select the option to rebuild the Station, LESSOR will work cooperatively with AMTRAK to identify suitable alternative space.

14. EMINENT DOMAIN

Eminent domain proceedings resulting in the condemnation of part of the Premises herein that leave the remaining portion usable by AMTRAK for purposes of the business for which the Premises are leased, as determined by AMTRAK in AMTRAK's sole opinion, will not terminate this Lease. If AMTRAK, in its sole opinion, determines that the remaining portion is not usable by AMTRAK, AMTRAK may terminate this Lease by giving written notice of termination to LESSOR no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should AMTRAK not terminate this Lease, will be to terminate this Lease as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and all expenses payable by AMTRAK as provided for herein shall be adjusted accordingly. If the Station is not useable as an intercity rail passenger station, as determined by AMTRAK in its sole discretion, LESSOR shall provide AMTRAK with suitable alternative space that is usable to AMTRAK, as determined by AMTRAK in AMTRAK's sole discretion, as an intercity rail passenger station. Compensation awarded as a result of such condemnation shall be LESSOR's, except to the extent that part of the award is allocated as damages to fixtures on the Station that were furnished by AMTRAK, damages for the value of AMTRAK's leasehold estate or relocation expenses for AMTRAK.

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15. SUBLEASE AND ASSIGNMENT

a. AMTRAK shall not assign or sublet the whole or any part of the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing provision requiring LESSOR's consent shall not apply, and AMTRAK shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with AMTRAK or if such assignment or subletting is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment or subletting.

b. LESSOR shall not assign its rights or obligations under this Lease or in the Station, Land, Property or Premises or sell or transfer title to the Station until and unless such assignee or purchaser assumes all of LESSOR's obligations under this Lease and agrees to abide by the terms of this Lease.

16. DEFAULT BY AMTRAK

The failure of AMTRAK to perform substantially or keep or observe any of the material terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease within thirty (30) days after written notice from LESSOR identifying the specific term, covenant, or condition and requesting AMTRAK to correct or to commence correction for any such deficiency or default or such longer time period if the correction cannot be completed within said 30 days, provided that AMTRAK has commenced such correction, shall constitute an "Event of Default" by AMTRAK.

17. RIGHTS OF LESSOR AFTER DEFAULT BY AMTRAK

a. If an Event of Default by AMTRAK occurs, as provided in Section 16, LESSOR may not terminate the Lease or remove AMTRAK from the Premises, however, LESSOR shall have the following rights:

b. In case of any termination, re-entry, and/or dispossession by the LESSOR in accordance with lawful proceedings:

(1) LESSOR may relet the Premises or any part or parts thereof, in the name of LESSOR, for a term or terms that may at LESSOR's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease.

18. LESSOR'S DEFAULT

In the event LESSOR fails to perform any covenant or obligation required to be performed under this Lease, and such failure continues for more than thirty (30) days after notice from AMTRAK identifying such failure, such failure shall constitute an "Event of Default" by LESSOR. If an Event of Default by LESSOR occurs, AMTRAK, at its sole option and discretion, may: (1) perform such covenant or obligation on behalf of LESSOR in which event the LESSOR shall reimburse AMTRAK all costs and expenses associated with AMTRAK's performance (including attorney's fees) within twenty (20) days after AMTRAK presents an invoice to LESSOR for such performance; (2) terminate this Lease; or (3) pursue any and all rights and remedies available at law or in equity.

19. QUIET ENJOYMENT

LESSOR covenants and agrees that it and anyone claiming by through or under LESSOR shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises

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by AMTRAK.

20. RIGHT OF ENTRY UPON PREMISES

LESSOR and its agents and employees shall have the right to enter upon the Premises, if accompanied by an AMTRAK employee, to inspect the same to determine if AMTRAK is performing the covenants of this Lease, on its part to be performed, to post such reasonable notices as LESSOR may desire to protect its rights, and to perform service and maintenance pursuant to its obligations under this Lease.

21. TAXES

LESSOR acknowledges that pursuant to 49 U.S.C. §24301(l), AMTRAK is exempt from all state and local taxes, surcharges, or fees.

22. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES

AMTRAK agrees to conform to and not violate any applicable laws, ordinances, rules, regulations, and requirements of federal authorities now existing or hereinafter created affecting AMTRAK's use and occupancy of the Premises that AMTRAK deems are applicable and that are not the responsibility of LESSOR. LESSOR agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments there of now existing or hereinafter created regarding LESSOR's ownership and maintenance of the Station and the Property, including compliance with the ADA. Upon request from any governmental authority including but not limited to the Federal Railroad Administration (or successor agency) ("FRA"), LESSOR shall provide an accessibility plan (including any proposed ADA-related scope of work, schedule and source(s) or proposed source(s) of funding for bringing the Station into ADA compliance ("Accessibility Plan"). To the extent this Lease or development of the Station requires approval by the FRA under 49 CFR 37.42(d), LESSOR shall provide FRA with a boarding plan for the Station before any platform improvements have begun. Nothing in this Lease shall be interpreted as making AMTRAK a responsible party for purposes of accessibility requirements under the ADA.

23. CONDITION OF PREMISES UPON SURRENDER

When AMTRAK vacates the Premises at the expiration of the Term, AMTRAK shall leave the Premises in the same condition as when AMTRAK received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted and as may be altered, modified or improved in accordance with the terms of this Lease.

24. NON-WAIVER

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

25. PARTNERSHIP DISCLAIMER

It is mutually understood and agreed that nothing in this Lease is intended or shall

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be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting AMTRAK as an agent or representative of LESSOR for any purpose or in any manner whatsoever.

26. PARTIES BOUND; RECORDING

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns. Amtrak is authorized to file a UCC-1 financing statement to put parties on notice of its rights in the Station Building pursuant to this lease, as well as both its statutory rights and its rights pursuant to its agreements with BNSF and its predecessors.

27. NOTICES

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

LESSOR:
City of Lawrence
City Manager
6 E. 6th Street
Lawrence, KS 66044

AMTRAK:
AMTRAK
30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Senior Director, Real Estate
Development

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

28. ADJUDICATION

All adjudication relating to this Lease shall be in Federal Courts.

29. LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Lease Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

30. NUMBER AND GENDER

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

31. ENTIRE AGREEMENT

This Lease contains the sole and only agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Lease are of

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no force or effect.

32. LANGUAGE CONSTRUCTION

The language of each and all paragraphs, terms, and/or provisions of this Lease shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identify or status of any person or persons who drafted all or any portion of this Lease.

33. HOLDING OVER

If AMTRAK shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this paragraph shall be construed to give AMTRAK any rights to so hold over and to continue in possession of the Premises without the consent of LESSOR.

34. AMENDMENT

This Lease, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Lease shall expressly refer to this Lease.

35. SALE OF THE STATION/NON DISTURBANCE

LESSOR, and all succeeding landlords agree that it shall not sell, transfer, assign or in any manner dispose of or change ownership or control of the Station without providing AMTRAK with evidence that the transferee, assignee, new owner or controlling parties will assume in writing all of the provisions of this Lease. Such consent shall be subject to, inter alia, the new landlord, controlling parties or owner agreeing in writing to be bound by all of the provisions of this Lease. This Lease shall not be subordinate to any other liens, mortgages or encumbrances unless such owner or holder of the lien, mortgage or other encumbrance signs a nondisturbance agreement approved by AMTRAK, in its sole discretion, prior to any disposition of the Station. **Notwithstanding anything to the contrary herein, no termination or expiration of this Lease shall be deemed a termination of the rights granted to AMTRAK pursuant to the bill of sale for the Station or any other document relating to the Station or the Property (including without limitation any underlying ground lease), or any statute. Notwithstanding anything to the contrary herein, Amtrak does not waive any statutory rights or any rights that may be granted in the bill of sale for the Station, or any other document relating to the Station or the Property (including, without limitation, any underlying ground lease).**

36. AUDIT RIGHTS

AMTRAK, its Office of Inspector General or the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time for up to five (5) years after this Lease is terminated and final payments of all sums due hereunder are made, and after advance notice to LESSOR, to make any examination, inspection or audit of LESSOR's books and records which relate in any way to the Station, the Leased Premises, this Lease, or to any payments of any sums of money due or paid pursuant to

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this Lease or the Premises or the Station. If it is determined that the Annual Station Operating Expenses, additional rent, utilities or any other charges paid by AMTRAK have, in error, been underpaid or overpaid, then LESSOR shall pay any overpayment to AMTRAK and AMTRAK shall pay any underpayment to LESSOR.

Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of AMTRAK's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

"LESSOR"

"AMTRAK"

CITY OF LAWRENCE,

NATIONAL RAILROAD PASSENGER CORPORATION

By 

By 

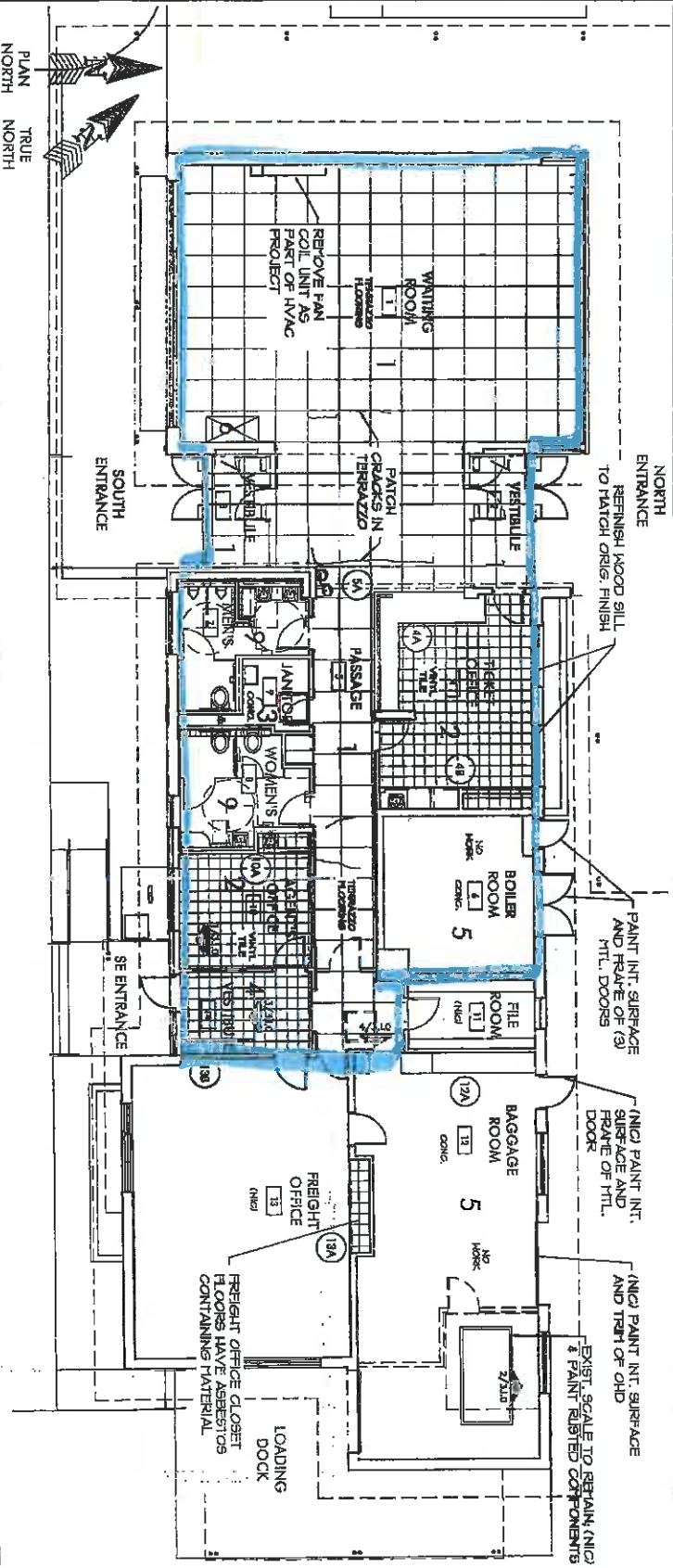
Name: Thomas M. Markus
Title: City Manager

Name: Bart Bush
Title: Vice President
Asset and Real Estate Development

Exhibit B

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	23 TE-0373-01	2014	17	142

DATE	
BY	
CHECKED	
DESIGNED	
PROJECT	



1 FINISH FLOOR PLAN

3/22' = 1'-0"

NOTES:

1. Terrazzo Flooring: Patch approximately 32 l.f. of cracks, re-grind, clean, and seal existing terrazzo per specification "096610 Terrazzo Flooring Restoration & Maintenance".
2. 12x12 vinyl tile is not original; 9x9 vinyl asbestos tile in closets is original. Replace existing 12x12 vinyl tile w/ new 12x12 vinyl tile to match original color.

3. Existing concrete floor to remain. Replace existing 30"x30" steel floor hatch and frame with new floor hatch and frame per specification "083113 Access Doors and Frames".
4. 12x12 vinyl tile is not original. Replace existing vinyl tile w/ new 12x12 vinyl tile to match original color.
5. Existing concrete floor to remain.

6. Clean and paint metal shell of existing HVAC equipment. Refer to Mechanical documents for new equipment.
7. Remove piping to non-functional radiator; replace missing skirt at bottom of radiator; clean and paint metal shell of radiator.
8. Refer to Finish Schedule on sheets 7.1.0 and 7.1.1 for additional work.
9. Bathroom finists are included in

10. Refer to 6.1.0 and 6.1.1 for casework and closet door work.

*Accessibility Improvements drawings of these documents.

RESTORATION NOTES

KANSAS DEPARTMENT OF TRANSPORTATION			
FINISH FLOOR PLAN (ALTERNATE #1)			
1.1.0			
FINVA APPROVAL	DESIGNED	APPRO	XXX
DESIGN OK	DESIGN OK	QUANTITIES	TRACED
		QUANT. OK	TRACED OK

Exhibit D
 Janitorial Services to the Property

Lesser will adhere to the following janitorial service schedule.

	Daily	Semi-weekly	M-W-F	Weekly	Semi-monthly	Monthly	Quarterly	Semi-annually	Annually	As needed
Section A. Common Areas/Offices										
1. Clean room areas with disinfectant cleaner, including tables, sinks and counter tops		X								
2. Clean meeting room areas with disinfectant cleaner, including tables, sinks and counter tops		X								
3. Empty wastebaskets, put in new liners furnished by the City. If present, empty bio-hazard containers		X								
4. Dust for cobwebs					X					
5. Remove all trash to areas designated by the City		X								
6. Sweep ceramic tile floor		X								
7. Remove cigarette butts from entryway containers and empty receptacles		X								
8. Vacuum walk-off mats and runners		X								
9. Clean both sides of interior glass in office, partitions and doors, including window frames, window sills and supports										
10. Remove fingerprints on doors, frames, light switches, kick and push plates, handles, railings, etc.						X				
11. Clean and sanitize all drinking fountains, removing all stains. Damp wipe and polish exterior of the fountains and all of the hardware		X								
12. Clean all kick plates						X				
13. Spot clean any interior glass				X						
14. Clean entry glass, glass doors and door handles				X						
15. Disinfect and clean phones/entry phone receiver										
16. Dust all louvered doors, frames, ledges, grilles and partition caps							X			
17. Dust all exposed areas of filing cabinets, bookcases, credenzas and shelves in the common areas, meeting rooms and offices						X				
18. Remove dust, cobwebs and clean diffusers, registers and grills in ceiling							X			

