

1. Title of Document: Conservation Easement
2. Date of Document: September 25, 2022
3. Grantor: Eagle 1968, LC
209 Fall Creek Road
Lawrence, KS 66049
Attn: Thomas Fritzel
4. Grantees: Midwest Mitigation Oversight Association, Inc., a Missouri
non-profit corporation and its successors in interest
5. Statutory Mailing Address: Midwest Mitigation Oversight Association
Mark Greenway
PO Box 480271
Kansas City, MO 64148
6. Property Descriptions: Pages 7-24 - Exhibits A
7. Reference Books and Pages: None

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") is given this 19th day of September, 2022, Eagle 1968, LC, having an address of 643 Massachusetts Avenue, Suite 300, Lawrence, KS 66044 ("Grantor") to Midwest Mitigation Oversight Association, Inc., a Missouri nonprofit corporation, having an address of P.O. Box 480271, Kansas City, MO 64148 ("Holder"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined), and the term "Holder" shall include any successor or assignee of Holder.

WITNESSETH:

WHEREAS, Grantor is the sole owners in fee simple title of certain lands situated in Douglas County, Kansas, more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, this Conservation Easement is granted by Grantor pursuant to Administrative Compliance Order on Consent in Docket No. CWA 07-2020-0140 of the U.S. Environmental Protection Agency (the "EPA") (hereinafter referred to as the "ACO"); and

WHEREAS, the ACO requires that Grantor preserve, enhance, restore, or mitigate wetlands located on the Property; and

WHEREAS, Grantor, in consideration of the issuance of the ACO, are willing to grant a perpetual Conservation Easement pursuant to the Private Landowner Protection Act, RSMo § 442.014, over the Property.

NOW THEREFORE, in consideration of the above and mutual covenants, terms conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual Conservation Easement for and in favor of Holder upon the Property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Purpose:** The purpose of this Conservation Easement is to retain and maintain land or water areas on the Property in their natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife. Those wetland areas that are to be restored, enhanced, created, or preserved on the Property shall be retained and maintained in the restored, enhanced, created, or preserved condition as described in the ACO and/or in the associated mitigation plan for the Property.

Rights of Holder: The following rights are conveyed to the Holder by this Conservation Easement:

- a. The right to take action to preserve and protect the environmental value of the Property;
- b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;
- c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor are complying with the covenants and prohibitions contained in this Conservation Easement; and
- d. The right to proceed at law or in equity to enforce the provisions of this Conservation Easement, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

2. Prohibited Uses: Except for restoration, creation, enhancement, preservation, maintenance, and monitoring activities, or as otherwise permitted by Holder and approved by EPA, or required by the ACO, the following activities are prohibited on the Property:

- a. Construction of any structure or object (i.e., buildings, roads, above or below ground utilities, signs, billboards etc.) without written approval from the EPA prior to construction;
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance, exotic, or non-native vegetation in accordance with a maintenance plan approved by EPA;
- d. Planting of nuisance, exotic, or non-native plants as listed by the State of Missouri;
- e. Exploration for, or extraction of, oil or gas in such a manner as to affect the surface, or excavation, dredging, or removal of coal, loam, peat, gravel, soil, rock, or other material substance;
- f. Use of motorized and non-motorized vehicles, the keeping or riding of horses, grazing, livestock confinement, or other surface use that may affect the natural condition of the Property, except for vehicle use for purposes of maintenance and upkeep;
- g. Tilling, plowing, planting of crops, digging, mining, or other activities that are or may be detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking, and fencing;

h. The extraction of water from the Property or the impoundment of water on the Property so as to affect the hydrology of the Property;

i. Acts or uses detrimental to the aforementioned retention and maintenance of land or water areas; and

j. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. **Reserved Rights:** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, and that are not inconsistent with the intent and purposes of this Conservation Easement.

4. **Taxes:** Grantor shall pay any and all applicable real property taxes and assessments levied by competent taxing authority on the Property.

5. **Maintenance:** Grantor shall, at Grantor's sole expense, operate, maintain and keep up the Property consistent with the purpose of this Conservation Easement. Grantor shall remove from the Property any nuisance, exotic, or non-native plants as listed by the State of Kansas and shall maintain the hydrology of the Property as it currently exists or as otherwise required by the ACO.

6. **Hazardous Waste:** Grantor covenants and represents that if any hazardous substances or toxic waste exist or has been generated, treated, stored, used, disposed of, or deposited in or on the Property or there are or have been any underground storage tanks on the Property, Grantor shall be responsible for any and all necessary costs of remediation.

7. **Public Access:** No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement, and Grantor further covenants not to hold any portion of the Property open to general use by the public except with the written permission of Holder and the EPA.

8. **Liability:** Grantor shall continue to retain all liability for any injury or damage to the person or property of third parties that may occur on the Property arising from ownership of the Property. Neither Grantor, nor any person claiming by or through Grantor, shall hold Holder liable for any damage or injury that may occur on the Property.

9. **Recording Requirements:** Grantor must record this Conservation Easement in the official records of Douglas County, Kansas, and shall re-record it at any time Holder or the EPA may require to preserve their rights. Grantor shall pay all recording costs, fees and taxes necessary at any time to record this Conservation Easement in the public records. Grantor shall thereafter insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divest itself of any interest in

the Property, and shall provide a photocopy of the recorded Conservation Easement to the new owner(s).

10. **Enforcement:** The terms and conditions of this Conservation Easement may be enforced in an action at law or equity by the Holder or the EPA against the Grantor violating, or attempting to violate these Restrictions. Venue for any such action shall be in Douglas County, Kansas. Enforcement of this Conservation Easement shall be at the reasonable discretion of the Holder or the EPA, and any forbearance on behalf of the Holder or the EPA to exercise its or their rights hereunder in the event of any breach by Grantor shall not be deemed or construed to be a waiver of rights. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions, and restrictions of this Conservation Easement, including without limitation, the costs of suit, and attorney's fees, shall be borne by and recoverable against the non-prevailing party in such proceedings, except that such costs shall not be recoverable against the EPA. In addition, if the Holder or the EPA shall prevail in an enforcement action, such party shall also be entitled to recover that party's cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of these Restrictions or to the vegetative and hydrologic condition required by the ACO.

11. **Assignment of Rights: Holder** shall hold this Conservation Easement exclusively for conservation purposes. Holder will not assign its rights and obligations under this Conservation Easement, except to another legal entity qualified to hold such interests under applicable state and federal laws and committed to holding this Conservation Easement exclusively for the purposes stated herein. Holder shall notify the EPA in writing of any intention to reassign this Conservation Easement to a new Holder at least sixty (60) days in advance thereof, and the EPA's approval of such assignment shall be in writing. The new Holder shall then deliver a written acceptance to the EPA. The assignment instrument must then be recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the assignment instrument shall be furnished to the EPA. Failure to comply with the assignment procedure herein stated shall result in invalidity of the assignment. In the event of dissolution of the Holder or any successor, or failure for 60 days or more to execute the obligations of this Conservation Easement, the Holder shall transfer this Conservation Easement to a qualified and willing Holder. Upon failure of the Holder or any successor to so transfer the Conservation Easement, the EPA shall have the right to sue to force such an assignment to a Holder to be identified by the Court.

12. **Successors:** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

13. **Notices:** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

14. **Severability:** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

15. **Alteration or Revocation:** This Conservation Easement, granted in perpetuity, may be amended, altered, released, canceled, or revoked only by written agreement between the parties hereto, including the EPA, or their heirs, assigns, or successors in interest, which shall be filed in the public records of Douglas County, Kansas. No action shall be taken, however, without advance written approval thereof by the EPA. EPA approval shall be by letter attached as an exhibit to the document amending, altering, canceling, or revoking the Conservation Easement, and said letter shall be informal and shall not require notarization. It is understood and agreed that EPA approval requires a minimum of sixty (60) days written notice, and that the EPA may require substitute or additional mitigation, a separate conservation easement or alternate deed restrictions, or other requirements as a condition of approval. Any amendment, alteration, release, cancellation, or revocation together with written EPA approval thereof shall then be filed in the public records of Douglas County, Kansas, within 30 days thereafter.


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

GRANTOR FURTHER COVENANT that Grantor is lawfully seised of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and that no mortgages or other liens exist; that Grantor has good right and lawful authority to convey this Conservation Easement, and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD, the Grantor covenants that he, she, or they is/are vested with good title to the easement area and will warrant and defend the same on behalf of the Holder against all claims and demands. The Grantor covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this Conservation Easement. The covenants, terms, conditions, restrictions, and purpose imposed by this Conservation Easement shall be binding upon Grantor and shall continue as a servitude running in perpetuity with the Property.

Dated this 19th day of September, 2022

Grantor(s): Thomas S. Fritzel
Print Name

Signature 

Signature(s) continued:

Print Name

Signature

ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF Douglas

On this 19th day of September in the year 2022, before me, the undersigned notary public, personally appeared Thomas S. Fritzel, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC
State of Kansas
Angela A. McClure
My Appt. Exp. 5/5/2024

Notary Public
Residing at Douglas County, KS.
Angela A. McClure
My Commission
Expires 5/5/2024

ACCEPTANCE BY HOLDER:

I Mark S. Greenway (print name), DIRECTOR (title), being the duly authorized representative of the Holder, do hereby accept this Conservation Easement with respect to the rights and duties of the Holder.

Dated this 19th day of September, 2022.

[Signature]
Signature

Director
Title

AREA 1:

A CONSERVATION EASEMENT IN TRACT 1, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, PRESTWICK COURT, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 15, PAGE 414, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 88°32'31" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BOB BILLINGS PARKWAY, A DISTANCE OF 199.73 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 130.28 FEET; THENCE SOUTH 60°00'00" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 45°26'48" EAST, ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 176.98 FEET; THENCE NORTH 1°27'28" WEST, ALONG SAID EASTERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 44,191 SQUARE FEET, MORE OR LESS, OR 1.01 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 2:

A CONSERVATION EASEMENT IN TRACT 1, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, PRESTWICK COURT, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 15, PAGE 414, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 390.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90°00'00" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 25°00'00" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 70.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 43°30'17" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 84°30'13" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 340.00 FEET; THENCE NORTH 20°00'00" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 70°00'00" EAST, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 84,910 SQUARE FEET, MORE OR LESS, OR 1.95 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 3:

A CONSERVATION EASEMENT IN TRACT 1, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE NORTHWEST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, BLOCK ONE, PRESTWICK SUBDIVISION, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 15, PAGE 117, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 60°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 55°00'00" EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 35°00'00" WEST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 55°00'00" EAST, A DISTANCE OF 270.00 FEET; THENCE SOUTH 5°23'28" EAST, A DISTANCE OF 92.37 FEET TO THE NORTHEAST CORNER OF LOT 13, BLOCK ONE OF SAID PRESTWICK SUBDIVISION; THENCE NORTH 45°53'41" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK ONE, A DISTANCE OF 162.05 FEET; THENCE NORTH 57°41'21" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK ONE, A DISTANCE OF 190.98 FEET; THENCE NORTH 13°54'41" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK ONE, A DISTANCE OF 247.82 FEET; THENCE NORTH 71°52'41" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK ONE, A DISTANCE OF 286.22 FEET; THENCE NORTH 59°26'37" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK ONE, A DISTANCE OF 45.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9, BLOCK ONE AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 74,509 SQUARE FEET, MORE OR LESS, OR 1.71 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 4:

A CONSERVATION EASEMENT IN TRACT 1, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 14, BLOCK ONE, PRESTWICK SUBDIVISION, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 15, PAGE 117, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 15°00'00" EAST, A DISTANCE OF 362.56 FEET; THENCE SOUTH 20°00'00" EAST, A DISTANCE OF 230.00 FEET; THENCE SOUTH 10°00'0" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 80°00'00" WEST, A DISTANCE OF 85.00 FEET; THENCE NORTH 18°00'00" WEST, A DISTANCE OF 400.00 FEET; THENCE NORTH 15°00'00" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 22°52'21" WEST, A DISTANCE OF 199.16 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 77,174 SQUARE FEET, MORE OR LESS, OR 1.77 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 5:

A CONSERVATION EASEMENT IN TRACT 1, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 16, BLOCK ONE, PRESTWICK SUBDIVISION, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 15, PAGE 117, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 20°00'00" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 75°00'00" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 8°00'00" EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 61°52'48" WEST, A DISTANCE OF 18.78 FEET; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 18,520 SQUARE FEET, MORE OR LESS, OR 0.43 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 6:

A CONSERVATION EASEMENT IN TRACT 3, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, THE MASTERS AT ALVAMAR, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 15, PAGE 315, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 4°43'46" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INVERNESS DRIVE, A DISTANCE OF 59.52 FEET; THENCE ON A CURVE TO THE RIGHT, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 710.00 FEET, AN ARC LENGTH OF 205.76 FEET, AND A CHORD THAT BEARS NORTH 13°01'43" EAST, A DISTANCE OF 205.04 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 30°00'00" EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 35°00'00" WEST, A DISTANCE OF 109.60 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 4, OF SAID MASTERS AT ALVAMAR; THENCE NORTH 49°10'27" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 90.85 FEET TO THE COMMON CORNER OF SAID LOT 1 AND SAID LOT 4; THENCE NORTH 85°20'55" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 170.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 62,256 SQUARE FEET, MORE OR LESS, OR 1.43 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 7:

A CONSERVATION EASEMENT IN TRACT 3, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF LOT 1, THE MASTERS AT ALVAMAR NO. 2, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 18, PAGE 717, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 46°50'03" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 110.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 55°00'00" EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 63.47 FEET TO A POINT ON THE NORTHERLY LINE OF SAID MASTERS AT ALVAMAR NO. 2; THENCE NORTH 61°08'33" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 57.20 FEET; THENCE NORTH 80°14'01" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 180.70 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 41,299 SQUARE FEET, MORE OR LESS, OR 0.95 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 8:

A CONSERVATION EASEMENT IN TRACT 3, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, THE MASTERS AT ALVAMAR, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 15, PAGE 315, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 76°00'50" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 11, A DISTANCE OF 80.00 FEET; THENCE NORTH 30°00'00" WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 40°00'00" EAST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 50°00'00" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 21°00'00" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 12°00'00" EAST, A DISTANCE OF 320.00 FEET; THENCE SOUTH 78°00'00" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 152.30 FEET TO A POINT ON THE EASTERLY LINE OF SAID MASTERS AT ALVAMAR; THENCE NORTH 7°44'36" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 108.95 FEET; THENCE NORTH 76°50'39" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 110.74 FEET; THENCE NORTH 18°17'57" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 361.10 FEET TO THE NORTHEAST CORNER OF SAID LOT 11 AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 64,907 SQUARE FEET, MORE OR LESS, OR 1.49 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 9:

A CONSERVATION EASEMENT IN TRACT 3, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 36, RACQUET CLUB NO. 2 SUBDIVISION, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 14, PAGE 112, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 36°40'57" EAST, A DISTANCE OF 134.27 FEET; THENCE NORTH 74°01'44" EAST, A DISTANCE OF 122.46 FEET TO THE NORTHWESTERN CORNER OF A TRACT OF LAND RECORDED IN BOOK 441, PAGE 679, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 40°31'39" WEST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT RECORDED IN BOOK 441, PAGE 679, A DISTANCE OF 297.29 FEET TO A POINT ON THE EASTERLY LINE OF SAID RACQUET CLUB NO. 2 SUBDIVISION; THENCE NORTH 0°49'35" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 169.99 FEET; THENCE NORTH 1°01'03" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 36 AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 21,784 SQUARE FEET, MORE OR LESS, OR 0.50 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 10:

A CONSERVATION EASEMENT IN LOT 2, TJC, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 19, PAGE 830, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE, AND LOT 5, ALVAMAR INC ONE ADDITION, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 18, PAGE 974, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 12°00'00" EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 74°14'31" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 12°00'00" WEST, A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 11°20'02" EAST, A DISTANCE OF 118.41 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 51°34'27" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 39,282 SQUARE FEET, MORE OR LESS, OR 0.90 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 11:

A CONSERVATION EASEMENT IN LOT 5, ALVAMAR INC ONE ADDITION, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 18, PAGE 974, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE, AND TRACT 2, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 36°25'35" WEST, ALONG THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 270.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 36°25'35" WEST, ALONG THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 55.99 FEET; THENCE SOUTH 56°44'17" EAST, ALONG THE SOUTHERLY LINE OF A PARCEL DESCRIBED IN BOOK 430, PAGE 1296, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE, A DISTANCE OF 150.20 FEET TO THE NORTHWEST CORNER OF LOT 10, ALVAMAR OASIS, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 14, PAGE 29, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 15°51'24" WEST, ALONG THE WESTERLY LINE OF SAID LOT 10, A DISTANCE OF 119.20 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 30°00'00" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 30°00'00" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 30°00'00" EAST, A DISTANCE OF 170.45 FEET TO THE EASTERLY LINE OF SAID LOT 5 AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 42,201 SQUARE FEET, MORE OR LESS, OR 0.97 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 12:

A CONSERVATION EASEMENT IN TRACT 2, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28, ALVAMAR HEIGHTS, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 12, PAGE 17, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 50°00'00" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 40°00'00" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 11°00'00" EAST, A DISTANCE OF 450.00 FEET; THENCE NORTH 76°49'53" WEST, A DISTANCE OF 80.04 FEET TO THE EASTERLY LINE OF SAID ALVAMAR HEIGHTS; THENCE NORTH 12°10'53" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 301.70 FEET; THENCE NORTH 39°50'53" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 132.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 28 AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 41,421 SQUARE FEET, MORE OR LESS, OR 0.95 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 13:

A CONSERVATION EASEMENT IN TRACT 2, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, ALVAMAR ESTATES, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 9, PAGE 32, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90°00'00" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 5°00'00" WEST, A DISTANCE OF 330.00 FEET; THENCE NORTH 27°00'00" EAST, A DISTANCE OF 435.00 FEET; THENCE NORTH 80°00'00" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 40°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 10°00'00" WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 35°00'00" WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 16°02'17" WEST, A DISTANCE OF 453.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 163,172 SQUARE FEET, MORE OR LESS, OR 3.75 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 14:

A CONSERVATION EASEMENT IN TRACT 2, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, QUAIL CREEK ADDITION NO. 2, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 19, PAGE 869, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 80°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 30°00'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 10°00'00" WEST, A DISTANCE OF 230.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 5°00'00" WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 4°38'36" EAST, A DISTANCE OF 50.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 27,566 SQUARE FEET, MORE OR LESS, OR 0.63 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.

AREA 15:

A CONSERVATION EASEMENT IN TRACT 2, PARCEL 1 (ALVAMAR GOLF COURSE) AS DESCRIBED IN THE DEED RECORDED IN BOOK 1137, PAGE 370 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; SAID CONSERVATION EASEMENT ALSO BEING IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, DATED SEPTEMBER 9, 2022, AS FOLLOWS:

COMMENCING AT THE COMMON NORTHEAST CORNER OF LOT 4, PARKWAY PLAZA NO. 4, A SUBDIVISION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 15, PAGE 562, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 88°17'51" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 103.88 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75°00'00" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 1°26'08" WEST, A DISTANCE OF 260.00 FEET; THENCE NORTH 25°00'00" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 15°00'00" EAST, A DISTANCE OF 450.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 15°00'00" WEST, A DISTANCE OF 560.00 FEET; THENCE SOUTH 25°00'00" EAST, A DISTANCE OF 163.45 FEET; THENCE SOUTH 1°26'08" EAST, A DISTANCE OF 307.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 99,483 SQUARE FEET, MORE OR LESS, OR 2.28 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES, IF ANY.



CONSERVATION EASEMENT LEGAL DESCRIPTION

AREA 1

CONSERVATION EASEMENT IN TRACT 1, PARCEL 1, LAYMAN BOLF COURSE AS DESCRIBED IN THE DEED RECORDED IN BOOK 1747 PAGE 174 IN THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE, AND CONSERVATION EASEMENT ALSO SET IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 18 EAST OF THE 9TH PRINCIPAL MERIDIAN IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, WOULD HAVE BEEN DESCRIBED BY THESE A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, PLOT 1, PARCEL 1, LAYMAN BOLF COURSE, A SUBSECTION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 1, PAGE 144 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 89° 52' 00" EAST ALONG THE SOUTHWEST CORNER OF SAID LOT 4, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89° 52' 00" WEST A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WEST 89° 52' 00" ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89° 52' 00" WEST A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89° 52' 00" EAST ALONG THE NORTHWEST CORNER OF SAID LOT 4, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS NOT EXCEEDING 1.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES IF ANY.

AREA 2

CONSERVATION EASEMENT IN TRACT 1, PARCEL 1, LAYMAN BOLF COURSE AS DESCRIBED IN THE DEED RECORDED IN BOOK 1747 PAGE 174 IN THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE, AND CONSERVATION EASEMENT ALSO SET IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 18 EAST OF THE 9TH PRINCIPAL MERIDIAN IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, WOULD HAVE BEEN DESCRIBED BY THESE A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, PLOT 1, PARCEL 1, LAYMAN BOLF COURSE, A SUBSECTION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 1, PAGE 144 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 89° 52' 00" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 52' 00" WEST A DISTANCE OF 100.00 FEET; THENCE WEST 89° 52' 00" ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89° 52' 00" WEST A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WEST 89° 52' 00" ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89° 52' 00" WEST A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89° 52' 00" EAST ALONG THE NORTHWEST CORNER OF SAID LOT 4, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS NOT EXCEEDING 1.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES IF ANY.

AREA 3

CONSERVATION EASEMENT IN TRACT 1, PARCEL 1, LAYMAN BOLF COURSE AS DESCRIBED IN THE DEED RECORDED IN BOOK 1747 PAGE 174 IN THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE, AND CONSERVATION EASEMENT ALSO SET IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 18 EAST OF THE 9TH PRINCIPAL MERIDIAN IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, WOULD HAVE BEEN DESCRIBED BY THESE A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, PLOT 1, PARCEL 1, LAYMAN BOLF COURSE, A SUBSECTION IN THE CITY OF LAWRENCE, KANSAS, AS RECORDED IN PLAT BOOK 1, PAGE 144 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 89° 52' 00" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 89° 52' 00" WEST A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WEST 89° 52' 00" ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89° 52' 00" WEST A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE WEST 89° 52' 00" ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89° 52' 00" WEST A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89° 52' 00" EAST ALONG THE NORTHWEST CORNER OF SAID LOT 4, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS NOT EXCEEDING 1.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES IF ANY.

THE BEST COPY THAT THIS EASEMENT WAS PREPARED UNDER OF DIRECT INSTRUCTIONS DATED 05/11/2011

JESSE A. HOLL, P.E. (11)
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 (781) 843-7348



**THE JAYHAWK CLUB
 CONSERVATION EASEMENTS**
 IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS
 EXHIBIT 1 OF 3

PREPARED BY
STORM
 ENGINEERING GROUP P.A.
 1215 S. 17TH AVENUE
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