

## **PEDESTRIAN EASEMENT**

**THE UNDERSIGNED**, for and in consideration of the sum of Seven Hundred Dollars (\$700.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation, a permanent and perpetual Easement for the construction, installation, and maintenance of a sidewalk and pedestrian path and all other facilities appurtenant thereto, in, over, under, and through the following described tract of real estate situated in the City of Lawrence, Douglas County, Kansas, to-wit:

A TRACT OF LAND IN LOT 1 BRANDON WOODS ADDITION IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 BEING ON THE SOUTH RIGHT-OF-WAY LINE OF BOB BILLINGS PARKWAY AND THE WEST RIGHT-OF-WAY LINE OF INVERNESS DRIVE, BOTH BEING PUBLIC STREETS IN THE SAID CITY OF LAWRENCE; THENCE ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF SAID INVERNESS DRIVE S. 01°36'23" E. (BEING AND ASSUMED BEARING) 20.00 FEET; THENCE N. 57°54'59" W. 36.06 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID BOB BILLINGS PARKWAY; THENCE ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID BOB BILLINGS PARKWAY N. 88°23'37" E. 30.00 FEET; TO THE POINT OF BEGINNING, CONTAINING 300 SQUARE FEET

The area of the land to which this Easement applies shall be 300 square feet. Grantor makes no representation or warranty whatsoever in connection with this Easement, including (without limitation) any representation or warranty as to Grantor's title to the land described herein.

Grantee shall have the right of ingress and egress upon the above described Easement for the purpose of maintaining, repairing, or replacing said sidewalk and otherwise make all uses of said Easement and do all things necessary or proper for the use of said Easement for said public facilities and structures.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

Grantee shall not permit any lien, claim or encumbrance to be imposed against any of Grantor's property or the Easement area as a result of or in connection with any exercise by Grantee (or any person acting on Grantee's behalf) of any of its privileges or rights under this Easement.

In the event any rights have been granted to or assigned to Grantee other than by this Easement for the placement, construction, maintenance, repair and replacement of a

sidewalk on lands of Grantor, such rights are superseded by and extinguished by the parties' entering this Easement.

THE UNDERSIGNED FURTHER WARRANT that it has good and lawful right to convey said Easement, and will forever defend the title thereto.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

THIS EASEMENT is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS 7<sup>th</sup> day of September, 2016.



SNH CHS Properties Trust by Richard W. Siedel, Treasurer and Chief Financial Officer

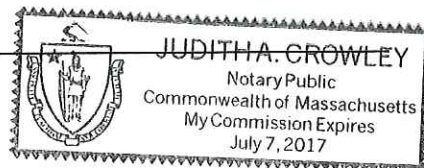
COMMONWEALTH OF MASSACHUSETTS)  
:SS  
COUNTY OF MIDDLESEX )

BE IT REMEMBERED, that on this 7<sup>th</sup> day of September, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Richard W. Siedel, Trustee, acting on behalf of SNH CHS Properties, Trust, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

  
Notary Public

My Commission Expires:



ACKNOWLEDGED BY:

\_\_\_\_\_  
City of Lawrence by Mike Amyx (Mayor)

STATE OF KANSAS     )  
                              :SS  
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Mike Amyx, Mayor, acting on behalf of City of Lawrence, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_