

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JANUARY 19, 2011

4:00 p.m.

-Convene

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of a Temporary Set Aside Agreement and Cross Access Easement and Maintenance Agreement for Certificate of Survey [CSU-3-2-10] a 20-acre site located in Section 31, Township 13S, Range 20E for May-West, LC Property owner of record. Property is located southeast of the intersection of N 1000 and E 1450 Roads.(Mary Miller is the Planner);
- (c) Consider approval of a Cross Access Easement and Maintenance Agreement [CSU-3-1-10] on a 25 acre site located in Section 31, Township 13S, Range 20E for May-West, LC Property owner of record. Property is located on E 1450 Road south of the intersection of N 1000 and E 1450 Roads.(Mary Mille is the Planner);and
- (d) Acknowledgement of November and December 2010 Fee Reports (Clerk's Office)

REGULAR AGENDA

- (2) Update on fuel contracts (Jackie Waggoner/Mike Perkins)
- (3) Discussion on purchase of vehicles (Jackie Waggoner)
- (4) Consideration of Dust Palliative Program for 2011 (Keith Browning)
- (5) Report from Lawrence Community Shelter leaders on homeless issue (Loring Henderson)-No backup

RECESS UNTIL 6:35 P.M.

Reconvene at 6:35 p.m.

- (6) Presentation of the Natural and Cultural Heritage Task Force's preliminary report (Ken Grotewiel)
- (7) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (8) Adjourn

WEDNESDAY, JANUARY 26, 2011

-Consider approval of the minutes of November 17, December 1 and December 8, 2010

-Consider approval of a Site Plan [SP-11-58-10] for a 662,626 square foot Berry Plastics warehouse and printing facility on approximately 97.16 acres located northwest of the intersection of N 1800 and E 700 Roads. Site plan was submitted by Paul Werner Architects for Rockwall Farms, LC, property owner of record. (Mary Miller is the Planner)

TUESDAY, FEBRUARY 1, 2011

-Joint meeting with the City Commission to discuss the NE sector plan and the environmental chapter.

WEDNESDAY, FEBRUARY 2, 2011

- Public Hearing on the Resolution of Intent to issue IRBs for Berry Plastics project;
- Consider approval of application for tax abatement for Berry Plastics and consideration on infrastructure funding request.

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

Memorandum

City of Lawrence

Planning & Development Services

TO: Board of County Commissioners

FROM: Mary Miller, Planner

CC: Craig Weinaug, County Administrator

Date: For January 19, 2011 meeting

RE: Signatures on agreements required with Certificates of Survey

Two Certificates of Survey for Cluster Land Divisions within the Urban Growth Area have been approved by the Planning Director for properties located in the northeast quarter of Section 31 Township13 Range 20E. [CSU-3-1-10 and CSU-3-2-10] The subject properties are in the southeast corner of the intersection of E 1450 and N 1000 Roads. (Figure 1). The Certificates of Survey and Build Out Plans are included as attachments with this memo for reference.

As required in Section 20-804 of the Subdivision Regulations [Section 22-110(i) of the County Code] agreements were executed for the Cross Access Easement and Maintenance Agreement for both Certificates of Survey and a Temporary Set Aside Agreement was executed for CSU-3-2-10, as environmentally sensitive lands as identified in Section 20-810(i) of the Subdivision Regulations. [Section 11-110(i) of the County Code] are located on the property. (Figure 2)

ACTION REQUESTED

These agreements have been placed on the County Commission's agenda for consideration and signatures. Signed copies of the agreement will be provided at the meeting for signatures.

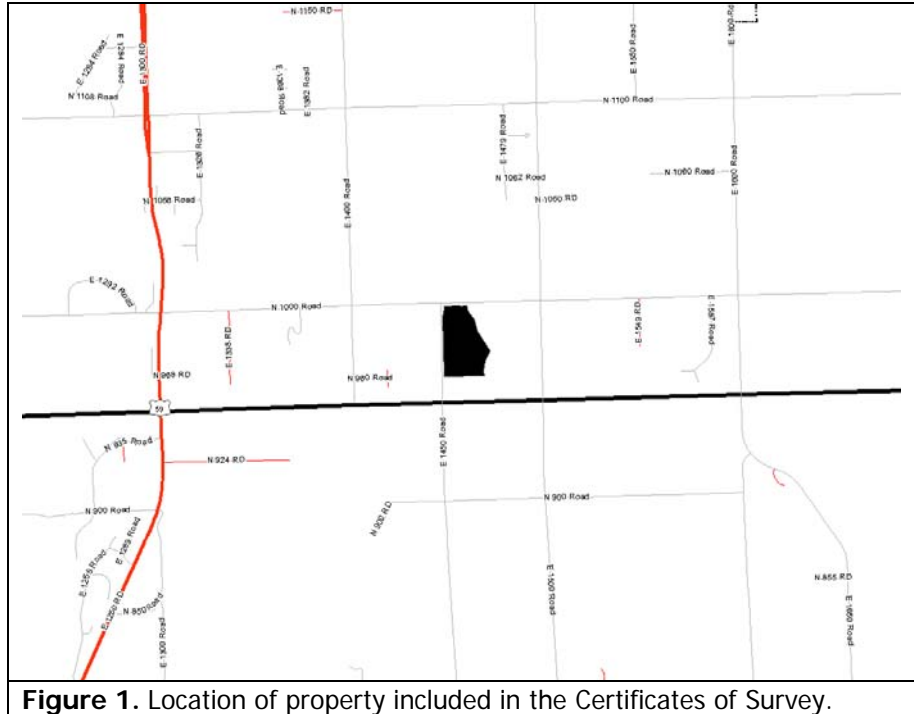


Figure 1. Location of property included in the Certificates of Survey.

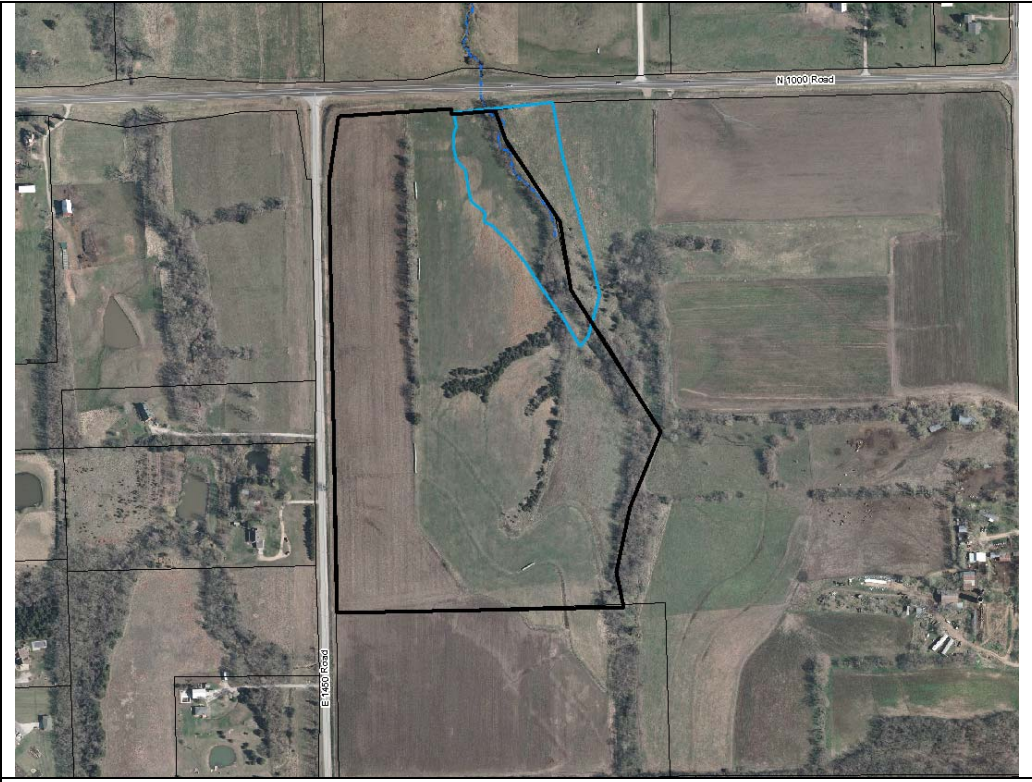
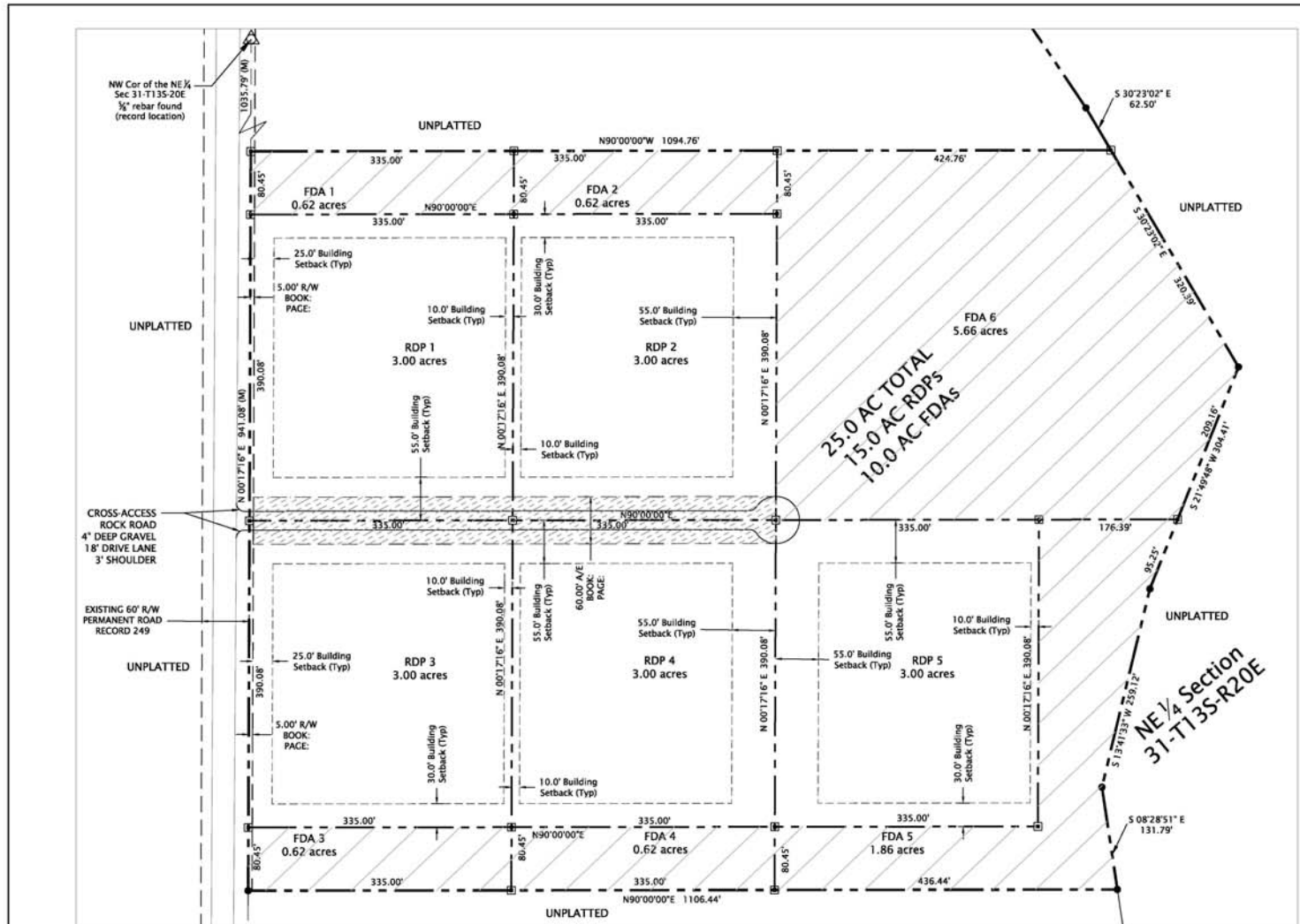


Figure 2. Environmentally sensitive lands included in the Temporary Set Aside Agreement for CSU-3-2-10. Blue outlined area is the floodplain, dashed blue line is stream, and the trees are shown on the areal.



SITE SUMMARY

Total Site Acreage	25.00 Acres
Existing Permanent Right-of-Way Easement	0.00 Acres
Proposed Additional Permanent Right-of-Way Easement	0.11 Acres
Residential Development Parcels	15.00 Acres
Future Development Area	10.00 Acres

GENERAL NOTES

1. Plat of Survey information provided by All Points Surveying, July, 2004.
2. Basis for bearings for this Certificate of Survey is the North line of the Northeast Quarter of Section 31, Township 13 South, Range 20 East (N 90° 00' 00" Assumed).
3. Current Zoning: County - A (Agricultural).
4. Project Vertical Benchmark: Douglas County Public Works Charn ID #DC19 NAVD 88 Elevation = 1100.27 Ft.
5. Typical Soil Types: Mc - Martin Silty Clay Loam, Se - Sibleyville Complex, Mb - Martin Silty clay Loam.
6. This Certificate of Survey was not prepared for the purpose of the platting of land. No further divisions of the parcels created by this survey shall occur until the property is subdivided in accordance with all applicable Subdivision Regulations of Douglas County or the city into which it is annexed.
7. This property division was designed in accordance with Section 20-804 of the Subdivision Regulations (Cluster Developments in the Urban Growth Areas) for Lawrence and the Unincorporated Areas of Douglas County, Kansas.
8. The Cross-Access Easements shall become public right-of-way when property is annexed into the City of Lawrence. The Cross Access Easement has been filed by separate instrument with the Douglas County Register of Deeds, Book _____ Page _____.
9. Sewage disposal will be provided by means of individual septic systems installed on each Residential Development Parcel. The septic systems will be abandoned upon annexation into the City of Lawrence, and concurrent connection to the City's sanitary sewer system.
10. Property boundaries for Residential Development Parcels shall be platted prior to recording the Certificate of Survey.
11. All access shall be via the Cross-Access Easement. No RDP or FDA shall have direct access to E 1450 Road.
12. A Grant of Permanent Easement for Road Right-of-Way has been filed with the Douglas County Register of Deeds, Book _____ Page _____.
13. The construction of the Cross-Access road to the future development area will be completed by the Developer.
14. A letter has been provided from Douglas County Rural Water District #4 stating that water meters are immediately available for this Clustered Development. The Residential Development Parcels shall not be eligible for building permits until the Rural Water District issues a water meter and documentation that a water meter has been purchased by the owner in presented to the Lawrence Douglas County Health Department and the Douglas County Zoning Office.
15. Restrictive Covenants are recorded at the Douglas County Register of Deeds, Book _____ Page _____.
16. RDPs created by this Certificate of Survey shall not be eligible for a building permit until wastewater disposal will be provided by an on-site sewage management system approved by the Director of the Lawrence/Douglas County Health Department. A preliminary site evaluation for each septic system is required prior to a building permit being issued. The septic permit must be approved and purchased prior to the issuance of a building permit. On-site sewage management systems shall be constructed in accordance with Standards on Individual On-Site Sewage Management Systems for the Unincorporated Territory of Douglas County, Kansas' County Sanitation Code, Resolution 97-48, as amended.

BUILD-OUT PLAN

1. A Build Out Plan was developed for this Certificate of Survey to illustrate future subdivision of the Immediate and Future Development Areas. The Build Out Plan is on file at the Lawrence Douglas County Metropolitan Planning Office.
2. The Build Out Plan was developed to illustrate future probabilistic subdivision of the Immediate and Future Development Areas. The Build-Out Plan proposed future lots commensurate with City of Lawrence Density and Dimensional Standards for Residential Districts. The Build Out Plan allows for future easements for utilities and storm drainage for the purpose of extending public utilities for future subdivision after annexation. Building envelopes are designed to prescribe proper siting of residences so that these residences within the Residential Development Parcel in the Immediate Development Phase will not conflict with logical future development of the area. Building envelopes are based on conformance to present Douglas County setback requirements and Future City of Lawrence setback requirements for Residential District Zoning.

LOCATION MAP



LEGEND

- Found 1/2" rebar w/cap "PLS 1391"
- 1/2" x 24" rebar w/cap "PLS 1391" (Set)
- FDA Future Development Area
- RDP Residential Immediate Development Parcel
- (M) Measured
- ▨ Access Easement
- Future Development Area

LEGAL DESCRIPTION - ORIGINAL TRACT

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1035.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 1094.76 FEET; THENCE SOUTH 30°23'02" EAST, 330.39 FEET; THENCE SOUTH 21°48'48" WEST, 304.41 FEET; THENCE SOUTH 13°41'33" WEST, 259.12 FEET; THENCE SOUTH 08°28'51" EAST, 131.79 FEET; THENCE NORTH 90°00'00" WEST, 1106.44 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 941.08 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - CROSS ACCESS EASEMENT

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 E EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS WHICH IS 60 FEET WIDE CENTERED ON A LINE NOW DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1506.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 665.00 FEET.

LEGAL DESCRIPTION - RDP 1

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1116.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 335.00 FEET; THENCE SOUTH 00°17'16" WEST, 390.00 FEET; THENCE SOUTH 90°00'00" WEST, 335.00 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 390.08 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - RDP 2

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1116.24 FEET; THENCE NORTH 90°00'00" EAST, 335.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 335.00 FEET; THENCE SOUTH 00°17'16" WEST, 390.08 FEET; THENCE SOUTH 90°00'00" WEST, 335.00 FEET; THENCE NORTH 00°17'16" EAST, 390.08 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - RDP 3

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1506.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 335.00 FEET; THENCE SOUTH 00°17'16" WEST, 390.00 FEET; THENCE SOUTH 90°00'00" WEST, 335.00 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 390.08 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - RDP 4

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1506.32 FEET; THENCE NORTH 90°00'00" EAST, 335.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 335.00 FEET; THENCE SOUTH 00°17'16" WEST, 390.08 FEET; THENCE SOUTH 90°00'00" WEST, 335.00 FEET; THENCE NORTH 00°17'16" EAST, 390.08 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - RDP 5

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1506.32 FEET; THENCE NORTH 90°00'00" EAST, 670.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 335.00 FEET; THENCE SOUTH 00°17'16" WEST, 390.08 FEET; THENCE SOUTH 90°00'00" WEST, 335.00 FEET; THENCE NORTH 00°17'16" EAST, 390.08 FEET TO THE POINT OF BEGINNING.

OWNER DEDICATION

Be it known to all men that I (we), the undersigned owner(s) of the below described parcel of land, have had cause for the same to be surveyed and a Certificate of Survey prepared, and have caused the same to be subdivided into subparcels. All easements shown on this Certificate of Survey and not heretofore dedicated are hereby so dedicated by separate instrument.

MAY WEST L.C.
 Michael Flory
 1921 Quail Run
 Lawrence, KS 66047

ACKNOWLEDGEMENT

State of Kansas
 County of Douglas
 Be it remembered that on this _____ day of _____, 2010, before me, the undersigned, a notary public, in and for said county and state, came Michael Flory, who are personally known to me to be the same person(s) who executed the foregoing instrument of writing and duly acknowledge the execution of the same.
 In witness whereof, I have hereunto set my hand and affixed my seal on the day and year last written above.

Notary Public _____ My commission expires _____

FILING RECORD

State of Kansas
 County of Douglas
 This is to certify that this instrument was filed for record in the office of the Douglas County Register of Deeds on this _____ day of _____, 2010, and is duly recorded at _____ AM/PM, in book _____ page _____.

Register of Deeds
 Kay Pesnell

ENDORSEMENTS

Approved as a Certificate of Survey under the Subdivision Regulations of the City of Lawrence & the Unincorporated Area of Douglas County.
 Reviewed in compliance with K.S.A. 58-2005.

Planning Director _____ Date _____
 Michael D. Kelly, P.L.S. #669
 Douglas County Surveyor

SURVEYOR'S CERTIFICATION

I hereby certify that the surveyed area shown hereon is the true and accurate result of a field survey performed under my direct supervision in the month of July, 2004 and that the survey is a closed traverse. This survey complies with the Kansas Minimum Standards for Boundary Surveys.

Steven D. Williams, P.L.S. #1391
 P.O. Box 4444
 Lawrence, KS 66046
 (785)832-2121

ENGINEER'S CERTIFICATION

I hereby certify that the information and area map shown hereon are true and accurate to the best of my knowledge. Certificate of Survey prepared July, 2010.

John Dean Grob
 Professional Engineer #12769
 Grob Engineering Services
 3210 Mesa Way, Suite A
 Lawrence, KS 66044
 (785)856-1900

Certificate of Survey for
 An unplatted tract of land in the NE 1/4 of Section 31, Township 13 S, Range 20 E, in the Douglas County, Kansas



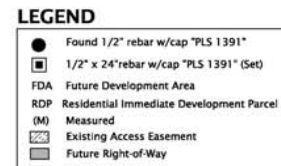
NW Cor of the NE 1/4 Sec 31-T13S-20E 3/4" rebar found (record location)

ENGINEER'S CERTIFICATION

I hereby certify that the information and area map shown hereon are true and accurate to the best of my knowledge. Buildout Plan prepared July, 2010.

John Dean Grob
Professional Engineer #12769
Grob Engineering Services
3210 Mesa Way, Suite A
Lawrence, KS 66044
(785)856-1900

SCALE: 1 inch = 80 feet



SITE SUMMARY

Total Site Acreage	25.00 Acres
Existing Permanent Right-of-Way Easement	0.00 Acres
Proposed Additional Permanent Right-of-Way Easement	0.11 Acres

GENERAL NOTES

1. Plat of Survey information provided by All Points Surveying, July, 2004.
2. Basis for bearings for this Certificate of Survey is the North line of the Northeast Quarter of Section 31, Township 13 South, Range 20 East (N 90° 00' 00" E Assumed).
3. Project Vertical Benchmark: Douglas County Public Works Churn ID #DC19 NAVD 88 Elevation = 1100.27 ft.
4. Typical Soil Types: Mc - Martin Silty Clay Loam, Ss - Sibleyville Complex, Mh - Martin Silty clay Loam.
5. This Certificate of Survey was not prepared for the purpose of the platting of land. No further divisions of the parcels created by this survey shall occur until the property is subdivided in accordance with all applicable Subdivision Regulations of Douglas County or the city into which it is annexed.
6. This property division was designed in accordance with Section 20-804 of the Subdivision Regulations (Cluster Developments in the Urban Growth Areas) for Lawrence and the Unincorporated Areas of Douglas County, Kansas.
7. The Cross-Access Easements shall become public right-of-way when property is annexed into the City of Lawrence. The Cross-Access Easement has been filed by separate instrument with the Douglas County Register of Deeds, Book _____ Page _____.
8. A portion of this property is located within a designated floodplain per FEMA Map # 22045C0200C Effective Date: November 7, 2001.
9. Sewage disposal will be provided by means of individual septic systems installed on each Residential Development Parcel. The septic systems will be abandoned upon annexation into the City of Lawrence, and concurrent connection to the City's sanitary sewer system.
10. Property boundaries for Residential Development Parcels shall be joined prior to recording the Certificate of Survey.
11. This document is also referred to as "Exhibit A" for the Declaration of Covenants and Restrictions.

BUILD-OUT PLAN

1. A Build Out Plan was developed for this Certificate of Survey to illustrate future subdivision of the immediate and Future Development Areas. The Build-Out Plan is on file at the Lawrence Douglas County Metropolitan Planning Office.
2. The Build Out Plan was developed to illustrate future probabilistic subdivision of the Immediate and Future Development Areas. The Build-Out Plan proposed future lots commensurate with City of Lawrence Density and Dimensional Standards for Residential Districts. The Build Out Plan allows for future easements for utilities and storm drainage for the purpose of extending public utilities for future subdivision after annexation.
3. Building envelopes are designed to prescribe proper siting of residences so that these residences within the Residential Development Parcel in the Immediate Development Phase will not conflict with logical future development of the area. Building envelopes are based on conformance to present Douglas County setback requirements and future City of Lawrence setback requirements for Residential District Zoning.

LEGAL DESCRIPTION - ORIGINAL TRACT

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:

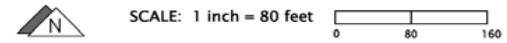
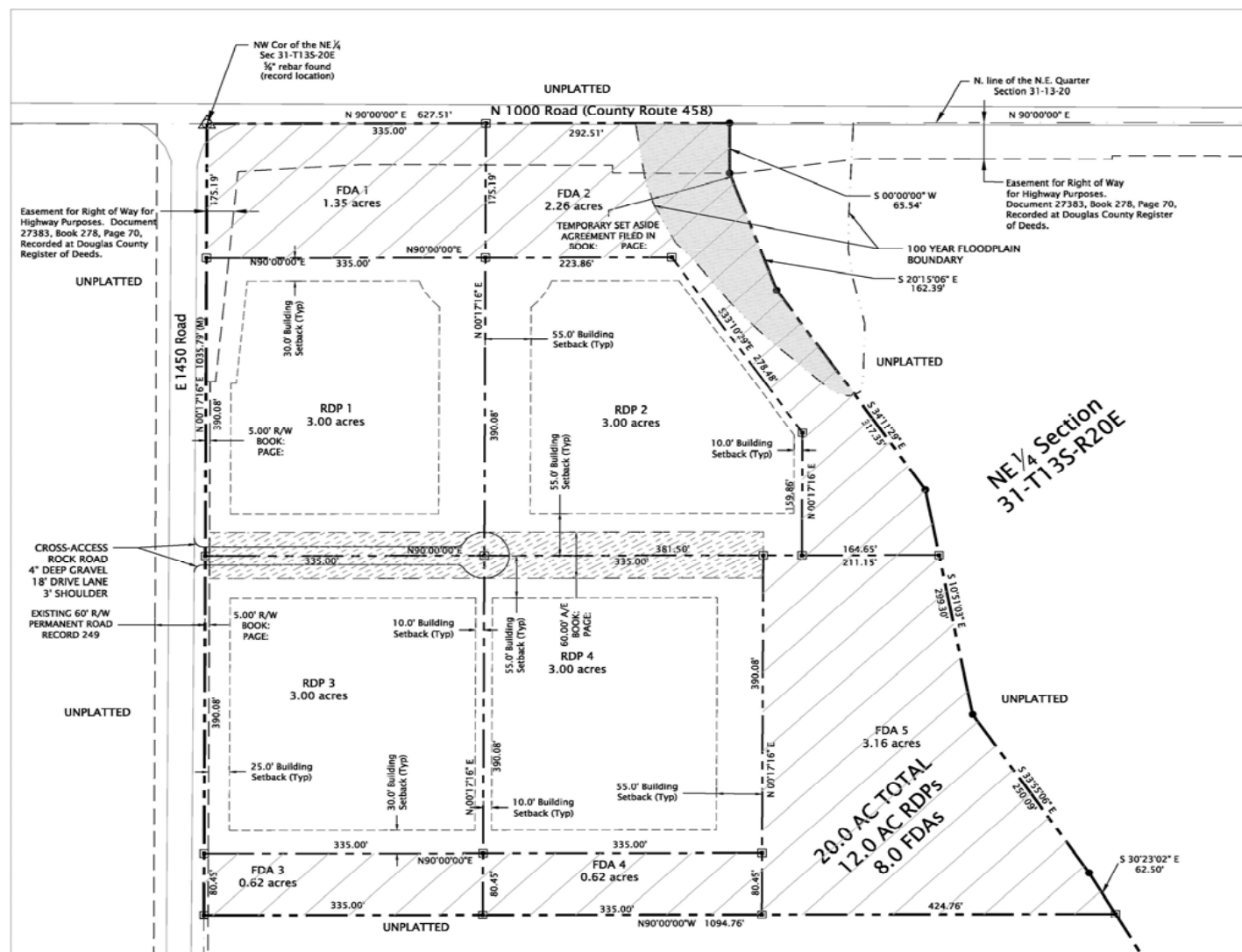
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THE ABOVE CONTAINS 25.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LOCATION MAP



Build Out Plan for
An unplatted tract of land in the NE 1/4 of Section 31, Township 13 S, Range 20 E, East of the Sixth Principal Meridian in the Douglas County, Kansas



OWNER DEDICATION

Be it known to all men that I (we), the undersigned owner(s) of the below described parcel of land, have had cause for the same to be surveyed and a Certificate of Survey prepared, and have caused the same to be subdivided into subparcels. All easements shown on this Certificate of Survey and not heretofore dedicated are hereby so dedicated by separate instrument.

MAY-WEST L.C.
Michael Flory
1921 Quail Run
Lawrence, KS 66047

ACKNOWLEDGEMENT

Be it remembered that on this _____ day of _____, 2010, before me, the undersigned, a notary public, in and for said county and state, came Michael Flory, who are personally known to me to be the same person(s) who executed the foregoing instrument of writing and duly acknowledge the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my seal on the day and year last written above.

Notary Public _____ My commission expires _____

FILING RECORD

State of Kansas
County of Douglas

This is to certify that this instrument was filed for record in the office of the Douglas County Register of Deeds on this _____ day of _____, 2010, and is duly recorded at _____ AM/PM, in book _____ page _____.

Register of Deeds
Kay Piesnell

ENDORSEMENTS

Approved as a Certificate of Survey under the Subdivision Regulations of the City of Lawrence & the Unincorporated Area of Douglas County.

Reviewed its compliance with K.S.A. 18-2005.

Planning Director _____ Date _____
Michael D. Kelly, P.L.S. #869
Douglas County Surveyor

SURVEYOR'S CERTIFICATION

I hereby certify that the surveyed area shown hereon is the true and accurate result of a field survey performed under my direct supervision in the month of July, 2004 and that the survey is a closed traverse. This survey complies with the Kansas Minimum Standards for Boundary Surveys.

Steven D. Williams, P.L.S. #1391
P.O. Box 4444
Lawrence, KS 66046
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John Dean Crob
Professional Engineer #12769
Crob Engineering Services
3210 Mesa Way, Suite A
Lawrence, KS 66044
(785)856-1900

SITE SUMMARY

Total Site Acreage	20.00 Acres
Existing Permanent Right-of-Way Easement	0.99 Acres
Proposed Additional Permanent Right-of-Way Easement	0.08 Acres
Immediate Development Area	12.00 Acres
Residential Development Parcels	12.00 Acres
Future Development Area	8.00 Acres

GENERAL NOTES

1. Plan of Survey information provided by All Points Surveying, July, 2004.
2. Basis for bearings for this Certificate of Survey is the North line of the Northeast Quarter of Section 31, Township 13 South, Range 20 East (N 90° 00' 00" E Assumed).
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LOCATION MAP



LEGEND

- Section Corner
- Found 1/2" rebar w/cap "PLS 1391"
- 1/2" x 24" rebar w/cap "PLS 1391" (Set)
- FDA Future Development Area
- RDP Residential Immediate Development Parcel
- (M) Measured
- Access Easement
- Temporary Set Aside Area
- Future Development Area

LEGAL DESCRIPTION - ORIGINAL TRACT

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 627.51 FEET; THENCE SOUTH 00°00'00" WEST, 65.54 FEET; THENCE SOUTH 20°15'00" EAST, 162.39 FEET; THENCE SOUTH 34°11'29" EAST, 317.35 FEET; THENCE SOUTH 10°51'03" EAST, 299.30 FEET; THENCE SOUTH 33°55'00" EAST, 250.09 FEET; THENCE SOUTH 30°23'02" EAST, 62.50 FEET; THENCE NORTH 90°00'00" WEST, 1094.76 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 1035.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 20.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION - CROSS ACCESS EASEMENT

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS WHICH IS 60 FEET WIDE CENTERED ON A LINE NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION 565.28 FEET; THENCE NORTH 90°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 665.00 FEET.

THE ABOVE CONTAINING 0.916 ACRES MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - RDP 1

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 175.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 335.00 FEET; THENCE SOUTH 00°17'16" EAST, 390.08 FEET; THENCE SOUTH 90°00'00" WEST, 335.00 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 190.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 3.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION - RDP 2

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 175.19 FEET; THENCE NORTH 90°00'00" EAST 335.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°17'16" EAST, 390.08 FEET; THENCE NORTH 90°00'00" EAST, 381.50 FEET; THENCE NORTH 00°17'16" EAST, 159.86 FEET; THENCE SOUTH 33°12'29" WEST, 278.48 FEET; THENCE SOUTH 90°00'00" WEST, 223.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 3.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION - RDP 3

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 565.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST, 335.00 FEET; THENCE SOUTH 00°17'16" EAST, 390.08 FEET; THENCE SOUTH 90°00'00" WEST, 335.00 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 390.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 3.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

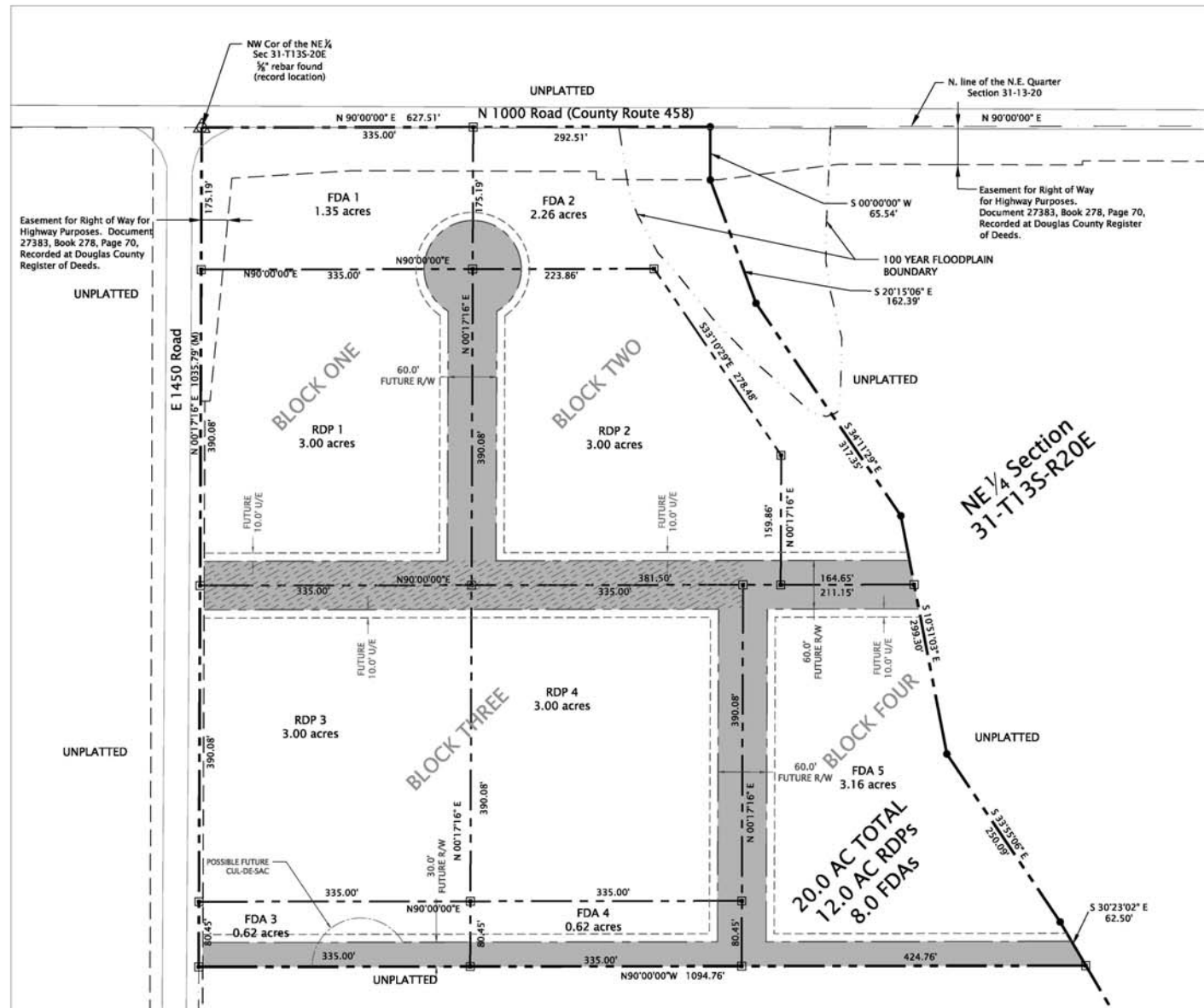
LEGAL DESCRIPTION - RDP 4

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 565.27 FEET; THENCE NORTH 90°00'00" EAST 335.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°17'16" EAST, 390.08 FEET; THENCE NORTH 90°00'00" EAST, 335.00 FEET; THENCE NORTH 00°17'16" EAST, 390.08 FEET; THENCE SOUTH 90°00'00" WEST, 335.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 3.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

Certificate of Survey for
An unplatted tract of land in the NE 1/4 of
Section 31, Township 13 S, Range 20 E,
East of the Sixth Principal Meridian
in Douglas County, Kansas



SITE SUMMARY

Total Site Acreage	20.00 Acres
Existing Permanent Right-of-Way Easement	0.99 Acres
Proposed Additional Permanent Right-of-Way Easement	0.08 Acres

GENERAL NOTES

1. Plat of Survey Information provided by All Points Surveying, July, 2004.
2. Basis for bearings for this Certificate of Survey is the North line of the Northeast Quarter of Section 31, Township 13 South, Range 20 East (N 90° 00' 00" E Assumed).
3. Project Vertical Benchmark: Douglas County Public Works Charn ID #DG19 NAVD 88 Elevation = 1100.27 ft.
4. Typical Soil Types: Mc - Martin Silty Clay Loam, Ss - Sibleyville Complex, Mb - Martin Silty clay Loam.
5. This Certificate of Survey was not prepared for the purpose of the platting of land. No further divisions of the parcels created by this survey shall occur until the property is subdivided in accordance with all applicable Subdivision Regulations of Douglas County or the city into which it is annexed.
6. This property division was designed in accordance with Section 20-804 of the Subdivision Regulations (Cluster Developments in the Urban Growth Areas) for Lawrence and the Unincorporated Areas of Douglas County, Kansas.
7. The Cross-Access Easements shall become public right-of-way when property is annexed into the City of Lawrence. The Cross-Access Easement has been filed by separate instrument with the Douglas County Register of Deeds, Book _____ Page _____.
8. A portion of this property is located within a designated floodplain per FEMA Map # 20045C0080C Effective Date: November 7, 2001.
9. Sewage disposal will be provided by means of individual septic systems installed on each Residential Development Parcel. The septic systems will be abandoned upon annexation into the City of Lawrence, and concurrent connection to the City's sanitary sewer system.
10. Property boundaries for Residential Development Parcels shall be pinned prior to recording the Certificate of Survey.
11. This document is also referred to as "Exhibit A" for the Declaration of Covenants And Restrictions.

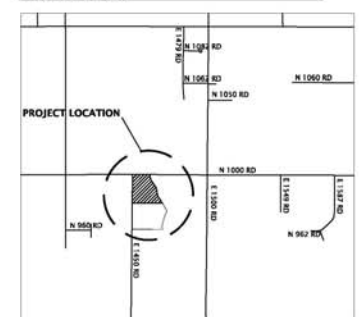
BUILD-OUT PLAN

1. A Build Out Plan was developed for this Certificate of Survey to illustrate future subdivision of the Immediate and Future Development Areas. The Build Out Plan is on file at the Lawrence-Douglas County Metropolitan Planning Office.
2. The Build Out Plan was developed to illustrate future probabilistic subdivision of the Immediate and Future Development Areas. The Build Out Plan proposed future lots commensurate with City of Lawrence Density and Dimensional Standards for Residential Districts. The Build Out Plan allows for future easements for utilities and storm drainage for the purpose of extending public utilities for future subdivision after annexation.
3. Building envelopes are designed to prescribe proper siting of residences so that these residences within the Residential Development Parcel in the Immediate Development Phase will not conflict with logical future development of the area. Building envelopes are based on conformance to present Douglas County setback requirements and future City of Lawrence setback requirements for Residential District Zoning.

LEGAL DESCRIPTION - ORIGINAL TRACT

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 627.51 FEET; THENCE SOUTH 00°00'00" WEST, 65.54 FEET; THENCE SOUTH 20°15'00" EAST, 162.39 FEET; THENCE SOUTH 34°11'29" EAST, 317.35 FEET; THENCE SOUTH 10°51'03" EAST, 299.30 FEET; THENCE SOUTH 33°55'00" EAST, 250.09 FEET; THENCE SOUTH 30°23'02" EAST, 62.50 FEET; THENCE NORTH 90°00'00" WEST, 1094.76 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 1035.81 FEET TO THE POINT OF BEGINNING.
 THE ABOVE CONTAINS 20.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LOCATION MAP



Build Out Plan for
 An unplatted tract of land in the NE¼ of Section 31, Township 13 S, Range 20 E, East of the Sixth Principal Meridian in Douglas County, Kansas

ENGINEER'S CERTIFICATION

I hereby certify that the information and area map shown herein are true and accurate to the best of my knowledge. Buildout Plan prepared June, 2010.

John Dean Grob
 Professional Engineer #12769
 Grob Engineering Services
 3210 Mesa Way, Suite A
 Lawrence, KS 66044
 (785)856-1900

SCALE: 1 inch = 80 feet

LEGEND

- △ Section Corner
- Found 1/2" rebar w/cap "PLS 1391"
- 1/2" x 24" rebar w/cap "PLS 1391" (Set)
- FDA Future Development Area
- RIDP Residential Immediate Development Parcel
- (M) Measured
- Existing Access Easement
- Future Right-of-Way

CROSS ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This Cross Access Easement and Maintenance Agreement (this "**Easement**") is entered into this ____ day of _____, 2011 between May-West, L.C., a Kansas limited liability company, 1921 Quail Run, Lawrence, Kansas 66047 ("**Developer**") and the Board of County Commissioners of Douglas County, Kansas, 1100 Massachusetts, Lawrence, Kansas 66044 ("**County**").

RECITALS

A. Developer desires to receive approval of a Certificate of Survey to permit Developer to legally use the Cluster Development Certificate of Survey process to subdivide the following described property located in Douglas County, Kansas:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1035.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 1094.77 FEET; THENCE SOUTH 30°23'02" EAST, 320.37 FEET; THENCE SOUTH 21°49'48" WEST, 304.41 FEET; THENCE SOUTH 13°41'33" WEST, 259.12 FEET; THENCE SOUTH 08°28'51" EAST, 131.79 FEET; THENCE NORTH 90°00'00" WEST, 1106.44 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 941.06 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 25.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

(the "**Cluster Development**").

B. As a condition of final approval of the Certificate of Survey, Developer is required to enter into an agreement to create a Cross Access Easement in the Cluster Development, to allow for ingress and egress to and from the Residential Development Parcels, created in the Cluster Development by the Certificate of Survey, and the adjacent public right-of-way, East 1450 Road/County Road 249.

C. As a condition of approval of the Certificate of Survey, the Easement Tract (defined below) is deemed dedicated to the City of Lawrence, Kansas (the "**City**"), as a permanent public road right-of-way and street, upon annexation by the City of Lawrence, Kansas and its acceptance of the dedication.

D. As a condition of Certificate of Survey approval, Developer is required to create a Maintenance Agreement for said Cross Access Easement.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other valuable considerations, the sufficiency of which are hereby acknowledged, the Developer agrees as follows:

1. Definitions. Capitalized words shall have the meaning defined in this Agreement. The following capitalized words not otherwise defined in this Agreement shall have the following definitions:

Certificate of Survey means the Certificate of Survey of the Cluster Development, approved in accordance with the Subdivision Regulations for Lawrence and the Unincorporated Areas of Douglas County, Kansas, and recorded with the Office of the Douglas County, Kansas Register of Deeds.

Residential Development Parcel means that tract or tracts of real estate located within the Cluster Development for which a residence may be constructed prior to annexation to the City of Lawrence, Kansas, as identified in the Certificate of Survey.

Subdivision Regulations means the jointly adopted Subdivision Regulations for the City of Lawrence, Kansas and the Unincorporated Areas of Douglas County, Kansas, as amended, or such successor subdivision regulations as are then applicable to the Cluster Development.

2. Grant of Cross Access Easements. Developer grants and dedicates to County and, upon annexation, the City, and establishes for the benefit of the current and future owners of the Cluster Development, a permanent and perpetual easement and right of way over, through, and across the following described tract of real estate, for vehicular and pedestrian ingress and egress, together with construction, installation, and maintenance of public utilities, to and from the various tracts or parcels of the Cluster Development and County Road East 1450 Road:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 E, EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS WHICH IS 60 FEET WIDE CENTERED ON A LINE NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION 1506.32 FEET; THENCE NORTH 90°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 665.00 FEET.

THE ABOVE CONTAINING 0.916 ACRES MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

(the "**Easement Tract**").

3. No Unreasonable Interference. No building, structure, obstruction, or other improvement shall be constructed, installed, or maintained in or upon the Easement Tract and nothing else shall be done within the Easement Tract that unreasonably interferes with the rights granted and established in this Agreement.

4. Construction, Repair and Maintenance.

A. Construction. Developer agrees to construct at its sole expense, approximately 713 lineal feet of road with a 4" thick aggregate surface within the Easement Tract (the "**Road**"). The Road shall be constructed within a reasonable time after the signing of this Agreement and final approval of the Certificate of Survey.

B. Repair and Maintenance. Repair and maintenance costs for the Road and associated improvements shall be provided by the owners of the Residential Development Parcels, as provided in the Declaration of Easements, Covenants, Conditions, and Restrictions affecting such Parcels, as recorded in the Office of the Register of Deeds of Douglas County, Kansas. The owner or owners of the Residential Development Parcel shall be responsible for this repair and maintenance until such time as the Easement Tract is accepted as a public road or street for public maintenance by either the County or the City of Lawrence, Kansas.

5. No Termination. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of any breach of this Agreement. The ownership of the Cluster Development, now or in the future, by a single owner or owners shall not effectuate a merger or otherwise terminate this Agreement.

6. No Limitation of Remedies. Any violation or breach of this Agreement shall be considered a breach of the Certificate of Survey and a violation of the Subdivision Regulations, and the County shall have the authority to enforce this Agreement in any manner permitted by law. The various rights and remedies contained in this Agreement and reserved to the parties, except as otherwise provided in this Agreement, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

7. Public Dedication. This Agreement shall be deemed a public dedication of the Easement Tract; provided, however, that County's signing of this Agreement shall not be deemed an acceptance of the dedication or and acceptance of any maintenance obligations over the Easement Tract or the Road. Acceptance of the dedication, by either the County or the City, shall not be inferred by must be by written document in accordance with Section 8 of this Agreement.

8. Manner of Acceptance of Public Dedication. Prior to annexation of all or part of the Cluster Development into the City of Lawrence, Kansas, the County may accept the dedication of the Easement Tract as a public road, upon such terms and conditions as it determines appropriate. If dedication of the Easement Tract has not been previously accepted as a public road, then upon annexation of all or part of the Cluster Development into the City, the City may accept the dedication of the Easement Tract upon such terms and conditions as it determines at the time of annexation. Any acceptance of the dedication of the Easement Tract as a public road shall be by a signed agreement specifically referencing this Agreement, authorized by formal action of the governing body the County or City, as the case may be, and recorded with the Office of the Douglas County Register of Deeds.

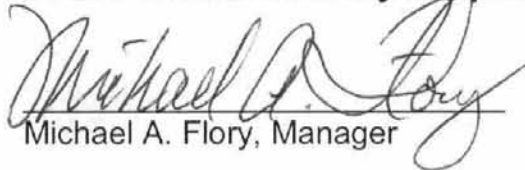
9. Construction of Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. All headings herein are for convenience and shall not be resorted to for interpretation or construction. Any feminine or neuter pronoun shall be substituted for masculine form, or vice versa, and plural shall be substituted for singular where the context may require. No waiver of any provision of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, or any other provision. This Agreement may be amended or modified only in writing, authorized and executed by the County (or the City of Lawrence, Kansas if the Cluster Development is then within the corporate boundaries of the City of Lawrence) and all owners of all or any part of the Cluster Development, and may not be amended or modified by oral agreements or understandings.

10. Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. Covenants Running With the Land. This Agreement and the easements granted, dedicated, and established hereby shall at all times be perpetual and construed appurtenant to the land and a covenant running with the land and shall be binding upon the owner or owners of all or part of the Easement Tract and all parties claiming by, through, or under them, and shall be for the benefit of and limitations upon all future owners of the Cluster Development, provided, however, that upon acceptance of the dedication of the Easement Tract by a governmental entity, whether the County or the City, the Easement Tract shall become a public right of way, for the benefit of all members of the public; provided further, however, that the rights, duties, and obligations of each owner as set forth herein shall cease with the termination of his or its ownership, except for the duties and obligations arising during the period of his or its ownership.

IN WITNESS WHEREOF, Developer and County have executed this Easement as of the year and date first above stated.

**DEVELOPER: MAY-WEST, L.C.
a Kansas limited liability company**


Michael A. Flory, Manager

**COUNTY: BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY KANSAS**

Nancy Thellman
Chair, County Commission

STATE OF KANSAS)
)ss:
COUNTY OF DOUGLAS)

On this 29th day of December, 2010, before a, a Notary Public in and for the County of Douglas, personally appeared Michael A. Flory, Manager of May-West, L.C., a Kansas limited liability company, to me known to be the same person who signed and is described in the above instrument and acknowledged the same to be such person's free act and deed on behalf of such limited liability company.



MY COMMISSION EXPIRES:
March 19, 2011

[Handwritten Signature]

Notary Public
My Commission expires: *3-19-11*

STATE OF KANSAS)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2011, before a Notary Public in and for the Board of County Commissioners of the County of Douglas, personally appeared Nancy Thellman, Chairperson of the Board, on behalf of the County, to me known to be the same person who signed and is described in the above instrument and acknowledged the same to be her free act and deed.

Notary Public
My Commission Expires:

CROSS ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This Cross Access Easement and Maintenance Agreement (this "**Easement**") is entered into this ____ day of _____, 2011 between May-West, L.C., a Kansas limited liability company, 1921 Quail Run, Lawrence, Kansas 66047 ("**Developer**") and the Board of County Commissioners of Douglas County, Kansas, 1100 Massachusetts, Lawrence, Kansas 66044 ("**County**").

RECITALS

A. Developer desires to receive approval of a Certificate of Survey to permit Developer to legally use the Cluster Development Certificate of Survey process to subdivide the following described property located in Douglas County, Kansas:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 627.51 FEET; THENCE SOUTH 00°00'00" WEST, 65.54 FEET; THENCE SOUTH 20°15'06" EAST, 162.39 FEET; THENCE SOUTH 34°11'29" EAST, 317.35 FEET; THENCE SOUTH 10°51'03" EAST, 299.30 FEET; THENCE SOUTH 33°55'06" EAST, 250.09 FEET; THENCE SOUTH 30°23'02" EAST, 62.52 FEET; THENCE NORTH 90°00'00" WEST, 1094.77 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 1035.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 20.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

(the "**Cluster Development**").

B. As a condition of final approval of the Certificate of Survey, Developer is required to enter into an agreement to create a Cross Access Easement in the Cluster Development, to allow for ingress and egress to and from the Residential Development Parcels, created in the Cluster Development by the Certificate of Survey, and the adjacent public right-of-way, East 1450 Road/County Road 249.

C. As a condition of approval of the Certificate of Survey, the Easement Tract (defined below) is deemed dedicated to the City of Lawrence, Kansas (the "**City**"), as a permanent public road right-of-way and street, upon annexation by the City of Lawrence, Kansas and its acceptance of the dedication.

D. As a condition of Certificate of Survey approval, Developer is required to create a Maintenance Agreement for said Cross Access Easement.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other valuable considerations, the sufficiency of which are hereby acknowledged, the Developer agrees as follows:

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Residential Development Parcel means that tract or tracts of real estate located within the Cluster Development for which a residence may be constructed prior to annexation to the City of Lawrence, Kansas, as identified in the Certificate of Survey.

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2. Grant of Cross Access Easements. Developer grants and dedicates to County and, upon annexation, the City, and establishes for the benefit of the current and future owners of the Cluster Development, a permanent and perpetual easement and right of way over, through, and across the following described tract of real estate, for vehicular and pedestrian ingress and egress, together with construction, installation, and maintenance of public utilities, to and from the various tracts or parcels of the Cluster Development and County Road East 1450 Road:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 E, EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS WHICH IS 60 FEET WIDE CENTERED ON A LINE NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION 565.28 FEET; THENCE NORTH 90°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 665.00 FEET.

THE ABOVE CONTAINING 0.916 ACRES MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

(the "**Easement Tract**").

3. No Unreasonable Interference. No building, structure, obstruction, or other improvement shall be constructed, installed, or maintained in or upon the Easement Tract and nothing else shall be done within the Easement Tract that unreasonably interferes with the rights granted and established in this Agreement.

4. Construction, Repair and Maintenance.

A. Construction. Developer agrees to construct at its sole expense, approximately 713 lineal feet of road with a 4" thick aggregate surface within the Easement Tract (the "**Road**"). The Road shall be constructed within a reasonable time after the signing of this Agreement and final approval of the Certificate of Survey.

B. Repair and Maintenance. Repair and maintenance costs for the Road and associated improvements shall be provided by the owners of the Residential Development Parcels, as provided in the Declaration of Easements, Covenants, Conditions, and Restrictions affecting such Parcels, as recorded in the Office of the Register of Deeds of Douglas County, Kansas. The owner or owners of the Residential Development Parcel shall be responsible for this repair and maintenance until such time as the Easement Tract is accepted as a public road or street for public maintenance by either the County or the City of Lawrence, Kansas.

5. No Termination. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of any breach of this Agreement. The ownership of the Cluster Development, now or in the future, by a single owner or owners shall not effectuate a merger or otherwise terminate this Agreement.

6. No Limitation of Remedies. Any violation or breach of this Agreement shall be considered a breach of the Certificate of Survey and a violation of the Subdivision Regulations, and the County shall have the authority to enforce this Agreement in any manner permitted by law. The various rights and remedies contained in this Agreement and reserved to the parties, except as otherwise provided in this Agreement, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

7. Public Dedication. This Agreement shall be deemed a public dedication of the Easement Tract; provided, however, that County's signing of this Agreement shall not be deemed an acceptance of the dedication or and acceptance of any maintenance obligations over the Easement Tract or the Road. Acceptance of the dedication, by either the County or the City, shall not be inferred by must be by written document in accordance with Section 8 of this Agreement.

8. Manner of Acceptance of Public Dedication. Prior to annexation of all or part of the Cluster Development into the City of Lawrence, Kansas, the County may accept the dedication of the Easement Tract as a public road, upon such terms and conditions as it determines appropriate. If dedication of the Easement Tract has not been previously accepted as a public road, then upon annexation of all or part of the Cluster Development into the City, the City may accept the dedication of the Easement Tract upon such terms and conditions as it determines at the time of annexation. Any acceptance of the dedication of the Easement Tract as a public road shall be by a signed agreement specifically referencing this Agreement, authorized by formal action of the governing body the County or City, as the case may be, and recorded with the Office of the Douglas County Register of Deeds.

9. Construction of Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. All headings herein are for convenience and shall not be resorted to for interpretation or construction. Any feminine or neuter pronoun shall be substituted for masculine form, or vice versa, and plural shall be substituted for singular where the context may require. No waiver of any provision of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, or any other provision. This Agreement may be amended or modified only in writing, authorized and executed by the County (or the City of Lawrence, Kansas if the Cluster Development is then within the corporate boundaries of the City of Lawrence) and all owners of all or any part of the Cluster Development, and may not be amended or modified by oral agreements or understandings.

10. Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. Covenants Running With the Land. This Agreement and the easements granted, dedicated, and established hereby shall at all times be perpetual and construed appurtenant to the land and a covenant running with the land and shall be binding upon the owner or owners of all or part of the Easement Tract and all parties claiming by, through, or under them, and shall be for the benefit of and limitations upon all future owners of the Cluster Development, provided, however, that upon acceptance of the dedication of the Easement Tract by a governmental entity, whether the County or the City, the Easement Tract shall become a public right of way, for the benefit of all members of the public; provided further, however, that the rights, duties, and obligations of each owner as set forth herein shall cease with the termination of his or its ownership, except for the duties and obligations arising during the period of his or its ownership.

IN WITNESS WHEREOF, Developer and County have executed this Easement as of the year and date first above stated.

DEVELOPER: MAY-WEST, L.C.
a Kansas limited liability company


Michael A. Flory, Manager

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY KANSAS

Nancy Thellman
Chairman County Commission

STATE OF KANSAS)
)ss:
COUNTY OF DOUGLAS)

On this 29th day of December, 2010, before a Notary Public in and for the County of Douglas, personally appeared Michael A. Flory, Manager of May-West, L.C., a Kansas limited liability company, to me known to be the same person who signed and is described in the above instrument and acknowledged the same to be such person's free act and deed on behalf of such limited liability company.



MY COMMISSION EXPIRES
March 19, 2011

Notary Public
My Commission expires: 3-19-11

STATE OF KANSAS)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2011, before a Notary Public in and for the Board of County Commissioners of the County of Douglas, personally appeared Nancy Thellman, Chairma of the Board, on behalf of the County, to me known to be the same person who signed and is described in the above instrument and acknowledged the same to be her free act and deed.

Notary Public
My Commission Expires:

[Above Space Reserved for County Officials]

TEMPORARY SET ASIDE AGREEMENT

THIS TEMPORARY SET ASIDE AGREEMENT (this "**Agreement**") is made and entered into effective the ____ day of _____, 20____ (the "**Effective Date**"), by and between May-West, L.C., a Kansas limited liability company, having an address of 1921 Quail Run, Lawrence, Kansas 66047 ("**Owner**"), Douglas County Kansas, having an address of 1100 Massachusetts Street, Lawrence, Kansas 66044 ("**County**"), and the City of Lawrence, Kansas, having an address of 6 East 6th Street, Lawrence, Kansas 66044 ("**City**") (County and City are collectively referred to as "**Beneficiary**").

RECITALS

WHEREAS, Owner is the record owner of certain real property located in Douglas County, Kansas (the "**Property**"), legally described in **Exhibit A** attached to and, by reference, made a part hereof;

WHEREAS, a portion of the Property, as shown in the map or schematic attached hereto as **Exhibit B** and, by reference, made a part hereof (the "**Protected Property**"), possesses certain environmentally sensitive areas, as defined in Section 20-810(j) of the Subdivision Regulations for Lawrence and the Unincorporated Areas of Douglas County, Kansas;

WHEREAS, the specific attributes of the environmentally sensitive areas to be protected under this Agreement (collectively referred to as the "**Conservation Values**" which are noted in Exhibit C) are located on the Protected Property;

WHEREAS, it is desired that the Conservation Values of the Protected Property be preserved and maintained by imposing certain limitations on the permitted use of the Protected Property, all in accordance with the terms and provisions of this Agreement.

AGREEMENT

Pursuant to Section 20-810(j) of the Subdivision Regulations for Lawrence and the Unincorporated Area of Douglas County, Kansas, and so Owner can obtain an approved Certificate of Survey of the Property, Owner and Beneficiary hereby enter into this Agreement to protect and preserve the Conservation Values of the Protected Property as follows:

1. PURPOSE. The purpose of this Agreement is to protect and preserve the Conservation Values of the Protected Property, while allowing Owner to use the Protected Property consistent with the laws, ordinances, and approved uses applicable to the Protected Property. This Agreement will impose certain use restrictions upon the Protected Property following the Effective Date of this Agreement, until the expiration or sooner termination of this Agreement. The use restrictions set forth in this Agreement shall be and are hereby limited solely to the Protected Property, and nothing herein shall affect the Owner's use of the remaining portion of the Property.

2. OWNER'S RESERVED RIGHTS. Owner reserves exclusively to Owner, and to Owner's successors and assigns, all rights, title and interests accruing from ownership of the Protected Property, including the right to engage in or permit others to engage in, uses of the Protected Property that are consistent with the purpose of this Agreement and the laws, ordinances, and approved uses applicable to the Protected Property. Without limiting the generality of the foregoing, and by way of example and not limitation, the following rights are hereby expressly reserved by Owner, and Owner's successors and assigns, following the Effective Date of this Agreement:

2.1 Conveyance. Owner may deed, transfer, dedicate, sell, give, mortgage, pledge, lease or otherwise convey rights in the Protected Property, provided that any such conveyance shall be subject to the terms and provisions of this Agreement.

2.2 Continued Agricultural Use. Owner may continue to farm the Protected Property and raise livestock upon the Protected Property, and such agricultural use shall not be construed to be a commercial activity that is prohibited by this Agreement.

2.3 Intentionally Deleted.

2.4 Recreational Uses. Owner, and its licensees and invitees, may make recreational uses of the Protected Property (by way of example and not limitation, such as social functions, hiking, hunting, etc.), to the extent consistent with the preservation of the Conservation Values, the Owner's intended use and the laws, ordinances, and approved uses applicable to the Protected Property.

2.5 Fences. Owner may construct, repair, replace, maintain, improve or remove any additional fencing as Owner deems necessary to secure the Protected Property.

2.6 Educational Use. Owner may, in Owner's sole and absolute discretion and without obligation, make the Protected Property accessible to the public to enjoy the Conservation Values of the Protected Property.

2.7 Farm Machinery and Vehicles. Farm machinery and other motorized vehicles may be operated on the Protected Property in a manner consistent with and in furtherance of preserving the Conservation Values, the Owner's intended use and the laws, ordinances, and approved uses applicable to the Protected Property.

2.8 Declaration of Restrictive Covenants. Owner may record covenants, conditions, and restrictions that are more restrictive than this Agreement.

3. PROHIBITED USES. Except as expressly provided in this Agreement, any activity on or use of the Protected Property inconsistent with the purpose of this Agreement and preservation of the Conservation Values of the Protected Property is prohibited. Without limiting the generality of the foregoing, Owner agrees as follows:

3.1 Structures. There shall be no New Structure (defined hereafter) constructed on the protected Property. The term "New Structure" includes, but is not limited to, a house, mobile or manufactured home, garage, barn, church, or other building, landing strip, swimming pool, asphalt, concrete or asphalt pavement, billboard or other sign, antenna, storage tank, utility system, wind turbine, tower, or any other temporary or permanent improvement of a similar nature or with similar characteristics. This prohibition shall not extend to the construction, repair, renovation, maintenance, or restoration of existing structures on the Protected Property which contributes to any historical Conservation Values.

3.2 Minerals and Gas Development. There shall be no exploration for, development of or extraction of minerals, gas or hydrocarbons on the surface of the Protected Property.

3.3 Soil, Water and Watersheds. Any use or activity that may cause significant soil degradation or erosion, or significant pollution of any water on or about the Protected Property is prohibited. Following the Effective Date of this Agreement, there shall be no new man-made damming, impoundment or channelization of the streams, watercourses, or watersheds on the Protected

Property, except pursuant to the rights of a watershed district under K.S.A. 24-1201 et seq., as amended. Any damming, impoundment or channelization of the streams, watercourses, or watersheds on the Protected Property existing as of the Effective Date of this Agreement shall not be affected by this Agreement.

3.4 Topography; Exposed Rock. There shall be no removal of topsoil, sod, sand, gravel, rock, or other materials, or any change in the topography of the Protected Property in any manner, other than to provide walking trails or other outdoor amenities that do not require the removal of Conservation Values on the Protected Property. Exposed rock and rock outcrops provide habitat for a diverse array of animals and contribute to the biological diversity of both

flora and fauna and shall not be removed or disturbed.

3.5 Dumping. There shall be no dumping of trash, construction materials, or hazardous or toxic substances on the Protected Property. Nothing herein shall prohibit the collection of refuse and trash consistent with the intended use of the Protected Property, provided that all such refuse and trash shall be routinely collected, stored, and disposed of in a timely and lawful manner.

3.6 Commercial Activities. Commercial activities other than those expressly provided for in this Agreement shall not be permitted on the Protected Property, either by Property Owner or Property Owner's licensees, invitees, or tenants.

3.7 Tree and Vegetation Removal. Cutting or removal of trees or vegetation and undergrowth in the stand of mature trees located within the stream corridor, as illustrated in Exhibit D, attached to and, by reference, incorporated in this Agreement (the "**Wooded Area**") is prohibited except to the extent reasonably necessary to (i) install and maintain fences, (ii) prevent invasion of undesirable undergrowth, (iii) control dead, diseased or dying trees, and (iv) clear sites for the construction of utility services, and related support services to the extent reasonably necessary and consistent with the laws, ordinances, and approved uses applicable to the Protected Property. Nothing in this Agreement shall prohibit Owner from mowing grass, hay, etc., or removing trees or vegetation in the environmentally sensitive area that is not located within the Wooded Area illustrated in Exhibit D. The cutting, pruning, and removal of trees, brush, woody shrubs, and other undesirable undergrowth from the Property prior to the Effective Date of this Agreement, by Owner or Owner's predecessors, shall not be affected by this Agreement.

4. BENEFICIARY'S REMEDIES.

4.1 Notice of Violation; Corrective Action. If Beneficiary determines that a violation of the terms of this Agreement has occurred or is threatened, Beneficiary shall give written notice to Owner of the alleged violation and demand corrective action sufficient to cure the violation.

4.2 Injunctive Relief. If Owner fails to cure the violation within 30 days after receipt of notice thereof from Beneficiary, or fails to commence curing such violation within the 30 day period, if such sure cannot reasonably be cured within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement or to enjoin the violation. Notwithstanding the 30 day notice required above, if Beneficiary reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Beneficiary may pursue its remedies under this Agreement, including but not limited to injunctive relief, without prior notice to Owner. The remedies described herein shall be in addition to all remedies now or hereafter existing at law or in equity.

4.3 Waivers. No delay or omission by a Beneficiary in the exercise of any right or

remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver. Owner hereby waives any defense of laches, estoppel, or prescription.

4.4 Enforcement. Until such time as the Property shall be annexed by City, County shall have the exclusive right to enforce the terms of this Agreement. Following annexation of the Property by City, City shall have the exclusive right to enforce the terms of this Agreement.

5. ACCESS. No license, easement, or other right of physical access by the general public to any portion of the Property or the Protected Property is conveyed by this Agreement.

6. COSTS, LIABILITIES, AND CONTROL.

6.1 Costs, Legal Requirements, and Liabilities. Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to Ownership, operation, upkeep, and maintenance of the Protected Property.

6.2 Control. Nothing in this Agreement shall be construed as creating any right or ability in Beneficiary to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Owner's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of any applicable environmental law.

7. AMENDMENT. If circumstances arise under which an amendment to or modification of this Agreement is advisable or necessary, Owner and Beneficiary are free to jointly amend this Agreement, but any such amendment must be in writing and signed by both parties. Any such amendment shall be recorded in the Office of the Register of Deeds of Douglas County, Kansas.

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

To Owner: May-West, L.C.
 Attn: Michael Flory
 1921 Quail Run
 Lawrence, KS 66047

To County: Douglas County, Kansas
 Attn: County Administrator
 1100 Massachusetts St.
 Lawrence, KS 66044

To City: City of Lawrence, Kansas
Attn: City Manager
6 East 6th Street
Lawrence, KS 66044

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

9. RECORDATION. Planning Staff, at Owner's expense, shall record this instrument in the Office of the Douglas County, Kansas Register of Deeds prior to the recordation of the Certificate of Survey.

10. COVENANT RUNNING WITH THE LAND. Subject to termination or expiration of this Agreement according to its terms, the covenants, terms, conditions, and restrictions of this Agreement shall constitute a covenant and equitable servitude running with the land and be binding upon Owner and Owner's personal representatives, heirs, successors and assigns, and inure to the benefit of Beneficiary and their respective successors and assigns. The terms "Owner" and "Beneficiary," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Owner and its successors, and assigns, and the above-named Beneficiary and its successors and assigns. A party's rights, obligations, and liabilities under this Agreement terminate upon transfer of the party's interest in this Agreement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

11. GENERAL PROVISIONS.

11.1 Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Kansas.

11.2 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Agreement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 7 of this Agreement.

12. TERMINATION. If Owner elects to abandon the permitted uses shown on any approved site plan, terminate the approved plat of the Protected Property, and rezone the Protected Property to an agricultural use, then this Agreement shall terminate automatically, effective on the date such rezoning ordinance is published in accordance with Kansas law. In addition, if Beneficiary's Subdivision Regulations are amended in the future such that this Agreement would not have been necessary to approve a plat or Certificate of Survey land division involving the Protected Property had the application for approval been made after the effective date of the amendment, either party hereto may terminate this Agreement upon written notice to the other. In the event of a termination of this Agreement, the parties agree to sign an instrument identifying the termination and record it with the Office of the Douglas County,

Kansas Register of Deeds.

13. EXPIRATION OF AGREEMENT. This Agreement shall expire on the date that is 2 years after the date that the Protected Property is annexed into the jurisdictional boundaries of the City unless further action is taken by either the City and Owner to secure its continuance.

IN WITNESS WHEREOF, Owner and Beneficiary have executed this Agreement as of the day and year first above written.

OWNER:

May-West, L.C.,
A Kansas limited liability company

By: _____


Michael A. Flory, Manager

COUNTY:

Douglas County, Kansas

By: _____

Nancy Thellman

Title: Chair of Board of County Commissioners

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Counselor

CITY:

City of Lawrence, Kansas

By: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF KANSAS)
) ss
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 29th day of December, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael A. Flory, Manager of May-West, L.C., a Kansas limited liability company, known to me to be the same person(s) who executed the foregoing instrument on behalf of said limited liability company, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



[Handwritten Signature]

Notary Public

My commission expires: _____

STATE OF KANSAS)
) ss
COUNTY OF DOUGLAS)

MY COMMISSION EXPIRES:
March 19, 2011

BE IT REMEMBERED, that on this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nancy Thellman, Chair of Board of County Commissioners of Douglas County, Kansas, known to me to be the same person who executed the foregoing instrument on behalf of Douglas County, Kansas, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My commission expires: _____

STATE OF KANSAS)
) ss
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the City of Lawrence, Kansas, known to me to be the same person who executed the foregoing instrument on behalf of the City of Lawrence, Kansas, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My commission expires:

SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Map of Protected Property
- C. Conservation Values of Protected Property
- D. Location of Wooded Area

EXHIBIT A

Legal Description of Property

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN NOW DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°17'16" WEST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1035.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 1094.76 FEET; THENCE SOUTH 30°23'02" EAST, 320.39 FEET; SOUTH 21°49'48" WEST, 304.41 FEET; SOUTH 13°41'33" WEST, 259.12 FEET; SOUTH 08°28'51" EAST, 131.79 FEET; THENCE NORTH 90°00'00" WEST, 1106.44 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°17'16" EAST ALONG SAID WEST LINE, 941.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 25.00 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

EXHIBIT B

Map of Protected Property (Certificate of Survey with Sensitive Areas delineated)

EXHIBIT C

Conservation Values of Protected Property

Conservation Values on the Protected Property are described as follows:

1. Stands of Mature Trees
2. Floodplain
3. Stream Corridor

EXHIBIT D

Map Showing Location of Wooded Area

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Update on Fuel Contracts

DATE: January 11, 2011

In December 2006 the Board approved our current fuel contract. This contract was established using a “fixed cost plus” approach over the daily Oil Producer Index Survey (OPIS). As we were looking at renewing our contract for the third year (2009), our contractor, Capital City Oil (CCO), asked us to consider participating in fixed price contracts for diesel and unleaded fuel.

For the past two renewal periods (2009 & 2010) we committed 50% of our volumes for diesel and unleaded to fixed price contracts. In 2009, the unleaded fixed contract cost had produced a cost savings of \$8,380 over the OPIS contract, while the diesel produced an additional cost of \$18,914, leaving the County with an average cost increase of \$10,534. In 2010, our fixed contracts started in April, but our 50% volumes were portioned over the remaining three quarters. The attached table and chart reflect the cost differences between OPIS and the fixed contracts from 2010. Below identifies our 2010 cost based on the average cost difference and our volumes:

Diesel: average difference of \$0.012 x 29,200 gallons =	\$ 350.40
Unleaded: average difference of \$0.041 x 36,540 gallons =	<u>\$1,498.14</u>
AVERAGE COST DIFFERENCE	\$1,147.74

While the two years we purchased fuel on the fixed price contract reflect a cost increase, Mike Perkins and I believe this approach protects us against fuel spikes and provides a way to budget our fuel cost. Statistically this approach offers cost savings.

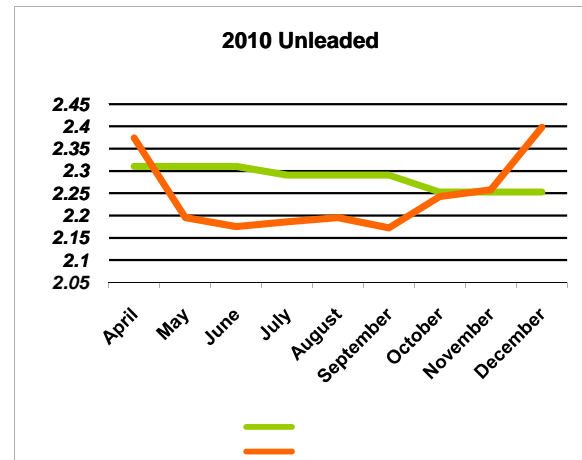
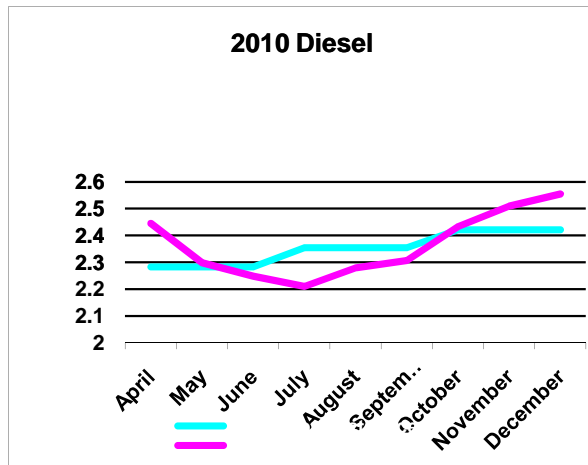
Our contract concludes on 12/14/11 which leads to two decisions that need to be made. First, does the County want to participate again in the fixed price contracts? If so, Mike and I would recommend continuing to commit 50% of our diesel and unleaded fuel. Secondly, do we want to change our approach for bidding fuel? Below list options that can be considered:

- 1) Purchase all fuel using the “fixed cost plus” approach over the daily OPIS.
- 2) Purchase 50% of our fuel using the “fixed cost plus” over the daily OPIS, and 50% on fixed contracts.
- 3) Purchase/lease fuel tanks at county site(s).

Mike and I will be available at the meeting to discuss our options.

Diesel - 2010			
Month	Fixed Contract Price	OPIS Contract Price	Difference
April	2.283	2.445	-0.162
May	2.283	2.299	-0.016
June	2.283	2.248	0.035
July	2.354	2.210	0.144
August	2.354	2.280	0.074
September	2.354	2.307	0.047
October	2.421	2.433	-0.012
November	2.421	2.509	-0.088
December	2.421	2.555	-0.134
Average			-0.012

Unleaded - 2010			
Month	Fixed Contract Price	OPIS Contract Price	Difference
April	2.31	2.374	-0.064
May	2.31	2.195	0.115
June	2.31	2.175	0.135
July	2.291	2.186	0.105
August	2.291	2.195	0.096
September	2.291	2.172	0.119
October	2.253	2.243	0.010
November	2.253	2.258	-0.005
December	2.253	2.398	-0.145
Average			0.041



MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Purchase of Vehicles

DATE: January 13, 2011

Funds have been allocated to purchase two sedans for Administration, three ¾ ton pickup trucks and one compact SUV for Public Works.

The sedans for Administration are used countywide on an as needed basis and will replace a 1998 Ford Taurus (109,456 mileage) and a 1997 Chevrolet Cavalier (109,534 mileage). Both of these vehicles have significant mechanical issues.

Public Works vehicles will replace a 2002 F-250(147,696 mileage), 2001 F-350 (116,956 mileage), 2003 F-350 (133,838 mileage), and a 1999 Ford Explorer (120,371). One ¾ ton truck and the SUV are used by the survey crew, and the other two ¾ ton trucks are used by crew for road and bridge repairs. These vehicles were earmarked for replacement due to age and high mileage. All vehicles will be sold through our auction services.

Douglas County participated in a regional cooperative bid for 2011 vehicles through Mid-America Council of Public Purchasing (MACPP). Shawnee Mission Ford was the awarded contractor for all three vehicle types. The attached table summarizes the cost (based on quantity) of the vehicles to be replaced, and identifies hybrid options for the sedans and SUV.

Using the Department of Energy fuel economy calculators I compared the hybrid vehicle models with their conventional counterparts. The calculations were based on 45% highway driving, 55% city driving, 15,000 miles per year, and an average fuel cost of \$3.09 per gallon. Results were as follows:

	Hybrid	Standard	ROI (Return on Investment)	Avoided CO2 (Hybrid model)
Annual Fuel Cost	Fusion \$1,187	Fusion \$1,854	12 years	2.7 tons annually
	Escape \$1,599	Escape \$2,109	21 years	2 tons annually

Staff is not recommending one type over the other and will defer to your decision recognizing the economic and sustainability values. Funds are available in the budget for either option.

RECOMMENDATION: The Board of County Commissioners approves the following vehicles purchases with Shawnee Mission Ford:

ADMINISTRATION: \$34,664 (2 standards), or \$50,432 (2 hybrids), or \$42,748 (1 standard, 1 hybrid)
PUBLIC WORKS: \$88,838 (3 trucks & 1 standard SUV), or \$99,580 (3 trucks & 1 hybrid SUV)

	STANDARD	HYBRID	Standard & Hybrid
Compact Sedan , Ford Fusion (2)	\$34,404	\$50,172	\$42,288
Optional Equipment:			
Service Manual (1)	\$ 200	\$ 200	*\$ 400
Spare Keys (2)	\$ 60	\$ 60	\$ 60
TOTAL COST FOR 2 FORD FUSION	\$34,664	\$50,432	\$42,748
Miles Per Gallon	22 City/30 Highway	41 City/ 36 Highway	
Sub-Compact 4x4 SUV, Ford Escape (1)	\$17,718	\$28,460	
Optional Equipment:			
Service Manual (1)	\$ 200	\$ 200	
Spare Keys (1)	\$ 30	\$ 30	
TOTAL COST FOR 1 FORD ESCAPE	\$17,948	\$28,690	
Miles Per Gallon	23 City/28 Highway	34 City/31 Highway	
¾ Ton 4x2 Pick-Up Truck, Ford F-250 (3)	\$51,000	NA	
Optional Equipment:			
Extended Cab "B" (3)	\$ 6,375		
4X4 Four Wheel Drive (3)	\$ 8,925		
Spare Keys (3)	\$ 90		
Service Manual (1)	\$ 200		
Tow Command (2)	\$ 710		
Wheelbase 8' Bed (3)	\$ 585		
Skid Plates (3)	\$ 300		
Camper Package (3)	\$ 480		
5th Wheel Prep (2)	\$ 740		
Nerf Bars - pair (3)	\$ 1,485		
TOTAL COST FOR 3 FORD F-250	\$70,890		
PICKUP TRUCKS			

*would require 2 service manuals



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : January 10, 2011

Re : Consideration of Dust Palliative Program for 2011

It is desired to again make available a user-fee dust palliative program for county residents living adjacent to rock surfaced roads. In past years Douglas County has brokered this program with residents paying for the actual cost of material used plus an administrative fee to help absorb our inspection and administrative costs. Participants in the program are also charged a fee to help cover the cost of preparing the road for the dust palliative application. For the previous two years, a road preparation cost of \$0.60/linear foot was added to the material cost of \$1.00/linear foot for a total user fee of \$1.60/linear foot of roadway treated. We also charged an administration fee of \$45.00 per application.

Last year the material fee of \$1.00/l.f. allowed for a total application rate of 0.48 gal/square yard (initial application of 0.30 gal/square yard followed by a second application of 0.18 gal/S.Y.). This application rate is very close to the ideal rate of 0.50 gal/square yard. Our typical target application rate is 0.45 gal/S.Y. It is anticipated the 2011 material cost for magnesium chloride will not significantly increase. The material fee also needs to cover the cost of applying water to the road in preparation for dust palliative treatment. Last year's cost for applying water was approximately \$4,500, while the 2009 cost for water was \$2,100 and the 2008 cost was approximately \$4,600. Water application costs vary depending on moisture conditions and the availability of county equipment and personnel. Assuming the costs for magnesium chloride material and water application do not significantly increase, it is recommended to continue the \$1.00/l.f. material fee.

The County's cost of preparing rock roads for dust palliative was tracked last year (see attached), and was determined to be \$0.83 per linear foot. This is slightly higher than in 2009 (\$0.71 per linear foot), but less than road preparation costs in previous years. From 2006 through 2008, these costs varied from approximately \$1.09/l.f. to \$1.24/l.f. The previous road preparation fee of \$0.60/l.f. was set to cover approximately ½ of the actual road preparation costs. Given that road preparation costs vary from year to year according to conditions, we recommend leaving the road preparation fee for the 2010 program at \$0.60 per linear foot.

MEMORANDUM
January 11, 2011
Page Two

We also track the county's administrative costs. Administrative costs were \$83.86 per applicant in 2010, \$70.33 per applicant in 2009, and \$56.30 per applicant in 2008. A major factor in the increase in administrative costs per applicant is the reduced number of applicants. The number of applicants has decreased from 115 applicants in 2008, to 98 applicants in 2009, and 73 applicants in 2010. These costs also vary according to various factors including weather and the contractor's supply of available tanker trucks for applying the dust palliative solution. Although administrative costs per applicant have increased over the last five years, we recommend leaving the administrative fee for the 2011 program at \$45.00.

As in 2010, we again propose requiring an additional fee for late applications. We typically have people submit applications following the application deadline, and we can usually accommodate them. However, there are additional county costs to accommodate late applications. We propose continuing a \$15.00 late fee for applications submitted between the submittal deadline and the bid opening date. Following the bid opening date, we will accept no applications.

As in previous years, we recommend soliciting alternate bids for both magnesium chloride and calcium chloride. It is anticipated that again this year magnesium chloride will be much cheaper. All the evidence indicates that, given identical conditions, magnesium chloride is just as effective as calcium chloride.

Assuming approval of this year's program by the BOCC, we intend to set a March 11 deadline for residents to turn in applications to be included in this year's dust palliative program. Bid documents would then be prepared and distributed with a tentative March 30 bid opening date. A bid recommendation would then be made to the BOCC, and the first application of the dust palliative would tentatively occur from May 9-May 20. A second application would be placed in mid- to late-June.

In past years, the BOCC has directed us to treat 1140 linear feet of roadway on Route 1039 south of the town of Lone Star. The BOCC has also directed the treatment of two sections of E 1750 Road north of Route 460 (1300 l.f.). The county has also treated Route 458 from E 1 Road to E 100 Road due to safety concerns of limited visibility (5280 l.f.). Funds to treat these road sections are included in the 2011 Road & Bridge Fund 201.

Action Required: Permission to continue brokerage of a dust palliative program with user fees remaining at 2010 levels, i.e. an up-front user fee of \$1.60/linear foot (\$1.00/l.f. for dust palliative material and water, and an additional \$0.60/l.f. user fee to cover road preparation costs), plus an administrative fee of \$45.00 per applicant, plus a late fee of \$15.00 per application submitted after the deadline. Provide direction in treating additional roads to be funded by Road and Bridge Fund 201. Also, permission to advertise for bidders once the application process has been completed.

DOUGLAS COUNTY PUBLIC WORKS
DUST PALLIATIVE HISTORY

YEAR	NUMBER OF APPLICANTS	GALLONS PURCHASED	LENGTH TREATED	OVERALL		MAT'L COST/FT	BID COST / GALLON	ADMIN. FEE	ACTUAL		ACTUAL
				APP. RATE	APP. RATE				ADMIN FEE	ROAD PREP FEE	ROAD PREP FEE
1986	5										
1987	10										
1988	14	4,649	6,325	0.36							
1989	12	4,058	5,700	0.29							
1990	21	6,182	8,445	0.30							
1991	54	19,153	28,315	0.28							
1993	25	9,231	14,000	0.27							
1994	37	19,578	26,697	0.30							
1995	49	21,887	29,845	0.30							
1996	62	30,406	42,670	0.29							
1997	75	39,183	52,823	0.30							
1998	80	38,500	52,276	0.30							
1999	121	65,616	89,477	0.30		\$0.30	\$0.275	\$35.00			
2000	160	77,000	104,873	0.30		\$0.40	\$0.358	\$35.00			
2001	166	142,359	114,194	.30/.17	0.47	\$0.50	\$0.377	\$35.00			
2002	169	133,478	106,266	.30/.20	0.50	\$0.50	\$0.371	\$45.00		\$0.25	
2003	155	99,599	96,763	.30/.13	0.43	\$0.50	\$0.414	\$45.00		\$0.25	
2004	176	154,286	115,178	.30/.20	0.50	\$0.50	\$0.339	\$45.00		\$0.25	
2005	167	112,394	101,141	.30/.14	0.44	\$0.50	\$0.386	\$45.00	\$40.93	\$0.25	\$0.74
2006	170	93,992	92,826	.30/.12	0.42	\$0.62	\$0.540	\$45.00	\$33.54	\$0.38	\$1.24
2007	131	75,314	75,366	.30/.10	0.40	\$0.70	\$0.672	\$45.00	\$42.94	\$0.60	\$1.09
2008	115	69,981	67,538	.30/.11	0.41	\$0.85	\$0.749	\$45.00	\$56.30	\$0.60	\$1.09
2009	98	72,790	57,302	.30/.21	0.51	\$1.00	\$0.761	\$45.00	\$70.33	\$0.60	\$0.71
2010	73	58,390	48,997	.30/.18	0.48	\$1.00	\$0.760	\$45.00	\$83.86	\$0.60	\$0.83

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2010-4; DUST PALLIATIVE
ROAD PREP FEES - COUNTY PREPARED AREAS
May 14, 2010

2010 PROJECT TOTALS

	LABOR COST	FRINGES	AMOUNT
REGULAR TIME	\$2,044.84	1.4374	\$2,939.25
OVERTIME	\$0.00	1.1641	\$0.00
			<hr/>
			\$2,939.25
EQUIPMENT COSTS			<hr/>
			\$4,769.50
TOTAL			\$7,708.75
COST/LINEAR FOOT (9,320 l.f. PREPARED)			\$0.83

DOUGLAS COUNTY PUBLIC WORKS
 PROJECT #2010-4; DUST PALLIATIVE PROGRAM
 ADMINISTRATIVE FEE COMPUTATIONS
 January 10, 2011

2010 PROJECT TOTALS

ACTIVITY	REGULAR TIME	OVERTIME	EQUIPMENT
64	\$1,168.88	\$46.14	\$214.50
66	<u>\$1,745.24</u>	<u>\$778.50</u>	<u>\$624.03</u>
	\$2,914.12	\$824.64	\$838.53
FRINGES	<u>1.4733</u>	<u>1.2000</u>	
SUBTOTALS	\$4,293.37	\$989.57	\$838.53
TOTAL LABOR		\$5,282.94	
TOTAL EQUIPMENT		<u>\$838.53</u>	
TOTAL LABOR & EQUIPMENT		\$6,121.47	
2009-4 NUMBER OF APPLICANTS		73	
ACTUAL COST PER APPLICANT		\$83.86	
AMOUNT COLLECTED		\$45.00	

Douglas County Public Works
 Project 2011-4; Dust Palliative Program
 Timeline

ITEM #	ACTION REQUIRED	DATE	RETURN DATE
1	BOCC to discuss this years program. Permission to broker program?	Jan.19, 2011	N/A
2	Send letters to Township Trustees informing them of any changes to this years program. Request they return the flyer informing this department of their intent to participate in this years program.	Jan. 10, 2011	Feb. 9, 2011
3	Send letters and applications to last years participants with return deadline of March 11. Concurrently place information bulletin in Journal World.	Feb. 9, 2011	Mar. 11, 2011
4	Prepare bid documents and advertise.	Mar. 14, 2011	Mar. 30, 2011
5	Letter out to all applicants requesting they put out flags. Townships informed of locations and lengths of this years applicants.	Mar. 14, 2011	N/A
6	Bids to BOCC for approval	April 6, 2011	N/A
7	First Application	May 9-20,11	N/A
8	Second Application	~June 13-24,11	N/A

Natural & Cultural Heritage Taskforce

Preliminary Report



Presented to the Douglas County Commission
January 19, 2011

Introduction

The Douglas County Commission authorized the creation of the Natural & Cultural Heritage Taskforce and appointed its members on September 15, 2010. See Appendix D for biographical information about the Taskforce.

The purpose of the Taskforce was to do the following:

“Make recommendations to the Douglas County Commission on how to best establish a framework to conserve our natural and cultural heritage for future generations and to enhance economic development benefits of tourism, local agriculture, and other endeavors based on such conservation efforts”

During the month of October in 2010, the Natural & Cultural Heritage Taskforce hosted six public discussions throughout the County to learn what is important to people when it come to heritage conservation. The Taskforce sincerely thanks all members of the public who come to these public discussions. See Appendix C for a summary of these public discussions.

The Taskforce then met four times in November and December to create the most equitable and beneficial process for allocating funds for the conservation of the natural and cultural heritage of Douglas County. The Douglas County Commission has approved \$350,000 for this purpose in its 2011 budget. See Appendix A for a list of the Taskforce Recommendations.

The Taskforce agreed to make all decisions using the consensus decision making model. Decisions reached in this way means that all members can say they support the decision because it was reached fairly and openly, and everyone’s point of view was heard and understood. There were no votes taken on any item or recommendation in this report.

Information about the on-going activities of the taskforce can be found at www.heritageconservationdouglascounty.org. At this website, people can also sign up for email updates on the activities of the Taskforce or provide comments on this report.

The Taskforce now invites the public to comment on its recommendations in this preliminary report. Comments can be submitted in writing to:

Collin Bielser
County Administrator’s Office
1100 Massachusetts Street, Level 2
Lawrence, KS 66044
Or by email to cbielser@douglas-county.com

The final report is scheduled to be approved by the Taskforce in February and then submitted to the Commission for its review and consideration.

Executive Summary

From farms to historic buildings, from battlefields to wagon trails, from prairies and streams to frontier commerce, Douglas County has it all. First-year funding is needed for an inventory of irreplaceable resources not yet catalogued.

When connected through stories, Douglas County's natural landscapes and historic places represent a powerful continuum of history. We need to educate people inside and outside our community about who we are and about our rich history.

The Natural and Cultural Heritage Taskforce thanks the Douglas County Commission for the allocation of \$350,000 in its 2011 budget for heritage conservation. While funding for this year is a very important step, conservation efforts should be systematic and ongoing.

The Taskforce determined that there is no one fixed way to allocate funding for projects over time. The Taskforce thus concluded that worthwhile projects should drive the selection process. The process should not drive the selections.

One or two funded projects should be large enough to have a major impact on the conservation of our natural and cultural resources. Other funded projects should meet smaller, and equally important, needs of local organizations and individuals working to conserve our heritage. All projects should be evaluated on criteria that will determine a project's relative importance, and thus its desirability to be funded. The Taskforce recommends that funds be allocated for:

- 1) One or two major projects (55%)
- 2) A series of target projects (30%)
- 3) The first year of a county-wide inventory of heritage resources (10%), and
- 4) Administrative costs for evaluating and monitoring the progress of funded projects (5%).

The Taskforce chose to use percentages, rather than dollar amounts, as a way for the Douglas County Commission to determine the priorities for the \$350,000 it approved for heritage conservation in 2011. These percentages can change in the future as circumstances warrant.

The Taskforce recommends that the Douglas County Commission create a Heritage Conservation Council for administrating the grant application process associated with this initiative and for making recommendations to the County Commission on worthwhile projects.

The Taskforce supports the continued inclusion of monies from the general fund in future years for heritage conservation. If at some point the interest and need for this program requires more resources than are available from the general fund, the Commission or future Commissions should explore other funding sources, including a locally approved sales tax through a public vote.

PART I:

Facilitating the conservation of our valued cultural and natural sites

The natural and cultural resources in Douglas County, why we need to conserve them, how the Taskforce recommendations will help conserve our heritage, and the rationale behind the recommendations

"We should not think only of our own survival; each new generation is responsible to ensure the memory of the three generations before it, and the survival of the three to follow. What we do today will involve all seven generations and because of this we must bear in mind our responsibility to them today and always."

*Rick Mitchell: October 9, 2010
(shared at public discussion)*

Our Valued Heritage

From farms to historic buildings, from battlefields to wagon trails, from prairies and streams to frontier commerce, Douglas County has a rich heritage indeed. This was reinforced and amplified during the six public discussions hosted by the Taskforce in October of 2010. It also became clear that most of our heritage that has been conserved is due to extremely dedicated people at the local level. These include individuals and families conserving their farms and their way of life. Others maintain museums by donating their time, their money, and their talents. Some donate their land for public use. These people are our true heritage leaders, and over time they have all contributed greatly to making this present endeavor possible.

The irreplaceable resources nurtured by these people have been catalogued through a variety of surveys in the past. While this information is useful for those interested in conserving our heritage, it is incomplete and outdated.

There is also no one depository for all the natural and cultural resources in the County that provides the ability to layer these resources in a system that will visually aid in the identification, evaluation and conservation of significant resources. This is an important tool that is not available to historical societies, heritage advisory committees, and policy makers like the County Commissioners. Without continued work to know what resources are still out there, and how they are tied together, decisions will continue to be made in a vacuum. See sections titled "Douglas County Inventory of Historic Resources" and "Environmentally Sensitive Areas Data" in Part II of this report for more on this subject.

Recommendation #1:

Support the first year funding of a county-wide inventory of heritage resources. This will strengthen our understanding of the County’s assets and increase our ability to make decisions within a context of all our heritage resources.

Learning about Ourselves

When connected through stories, Douglas County’s natural landscapes and historic places represent a powerful continuum of history. If conserved and interpreted, these significant local places can offer unique experiences and information that make the past come alive for anyone who visits or studies them.

Douglas County has a rich diversity of natural and cultural sites that could be enhanced by being connected to one another. Not only can places be connected physically with trails and paths, but also with interpretation by linking places through stories and broader natural and historical themes. Heritage education has long been a focus of the National Park Service (NPS) as a way to enrich classroom and visitor experiences. The NPS created the Teaching with Historic Places (TwHP) program in 1991 to promote places as effective tools for enhancing traditional instruction and helping students connect the history all around them with national events and themes. Augmenting existing natural and cultural education efforts at local sites and museums and during heritage festivals with resources available through the TwHP program is just one way we could enrich student and visitor experiences.

Natural and cultural conservation projects are perhaps most effective when they enrich the lives of residents while providing rich, local experiences for visitors. Douglas County Commissioners should receive regular briefings on the progress of natural and cultural heritage conservation projects and inventories. Additionally, they should seek guidance from and partner with related local and state organizations that can further their mission of conservation. A list containing some of these organizations can be found in Appendix C.

Recommendation #2:

Monitor the progress of natural and cultural heritage conservation projects and inventories; Educate people inside and outside our community about who we are and our rich history.

Our Call to Action

The Natural and Cultural Heritage Taskforce thanks the Douglas County Commission for the allocation of \$350,000 in its 2011 budget for heritage conservation. It will help conserve our rich history and provide a solid foundation for future conservation. It is truly a landmark step that builds on past efforts of the Commission, all Douglas County communities, and citizen initiatives.

This expression of political will to provide funds to conserve our natural, cultural and historic sites will bring attention to the threatened and irreplaceable resources. While funding for this year is a very important step, conservation efforts should be systematic and ongoing. Inactivity or hit-and-miss efforts could undermine preservation and conservation efforts.

The Taskforce is recommending an objective, rational pathway for evaluating grant applications. The use of objective criteria for determining the value of our heritage resources is important. Using these criteria lends credibility to the support of a project and the accompanying expenditure. The Taskforce supports a numerical system (matrix) of weighing the relative merits of grant applications.

Historically, County residents have been interesting in conserving our natural and cultural heritage. This was conveyed by individuals who have donated land for public access, people who served on the Eco² Commission¹, and those with an interest in local food production. This was also reinforced when the Taskforce toured the Lane Museum and Territorial Capitol in Lecompton, the Wakarusa River Valley Heritage Museum, and the Watkins Museum in Lawrence. Local heritage boosters in Baldwin city and Eudora also reinforced the countywide interest in heritage conservation.

Lack of funding for these purposes has limited the number of conservation related projects in the past. The Taskforce recognizes, however, that money for conservation efforts is finite. All proposed projects have value and deciding which are funded at what level will be challenging. Therefore, the recommendations of the Taskforce provide a way for the most worthy projects to receive funding.

Recommendation #3:

Continuous, on-going action is critically important to fully maximize the benefits of funding included in the 2011 budget for Douglas County. Refer to the action timetable entitled *What Comes Next* for further details.

The specific steps for allocating funds authorized by the Commission are outlined in the subsequent section.

¹ Eco Squared Commission was created in 2000 as a joint advisory committee to Douglas County and the City of Lawrence. The purpose of the committee was to advise both the City and County on matters relating to the dual goals of (i) preservation and management of open space, and (ii) acquisition of land, facilities, and other supports to expand job opportunities in Douglas County, Kansas. This committee is no longer active.

Employing a Framework to make Funding Decisions

The Taskforce determined that there is no one fixed way to allocate funding for projects over time. Even if there was a perfect formula, circumstances can change. The Taskforce thus concluded that worthwhile projects should drive the selection process. The process should not drive the selections.

So, how should projects be evaluated? One or two projects should be large enough to have a major impact on the conservation of our natural and cultural resources. Other funded projects should meet smaller, and equally important, needs of local organizations and individuals working to conserve our heritage. All projects should be evaluated using criteria that will determine a project's relative importance, and thus its desirability to be funded.

Determining the Funding Priorities

The Taskforce concluded that applications should be evaluated according to the impact the proposed project would have on conserving our county's heritage. For 2011, the Taskforce recommends that funds be allocated for:

- 1) One or two major projects
- 2) A series of target projects
- 3) The first year of a county-wide inventory of heritage resources, and
- 4) Administrative costs for evaluating and monitoring the progress of funded projects.

The Taskforce chose to use percentages, rather than dollar amounts, as a way for the Douglas County Commission to determine the priorities for the \$350,000 it approved for heritage conservation. There are two primary reasons for this; one, it clearly shows what the priorities are. Secondly, it provides a straightforward way for these priorities to be maintained in the likely event that, over time, the amount of funding will change. These percentages can change in the future as circumstances warrant.

One or two major projects can consume up to 55% of the total allocated funds. A series of target projects can consume up to 30% of allocated funds.

Recommendation #4:

Funded efforts must fall under one of the categories as outlined below:

- Historic structures
- Prairie; woodlands, waterways; habitat restoration/preservation
- Agriculture; working farms; heritage farms
- Freedom's Frontier themes (*Civil War and pre-Civil War heritage; Settlement stories (before and after Civil War); Enduring struggle for freedom*)
- Pre-settlement history

Heritage Conservation: Funding Priorities	<i>Allocation Percentage</i>
Major Project(s)	55%
Target Projects	30%
Douglas County Inventory of Natural & Cultural Resources	10%
Administration	5%
<i>Total</i>	<i>100%</i>

Recommendation #5:

All funds allocated for projects should be spent each year dependent on receiving qualified applications. If any one category does not have enough qualified applications, money should be used in other categories where there are qualified applicants. If inventory or administrative costs fall below the percentage allocated for those purposes, the money should be transferred for other qualified projects.

To provide potential applicants a head-start in formulating their proposals, the Taskforce recommends that the Commission approve the funding priorities in March of 2011 for Fiscal Year 2011. This would precede the actual request for grant applications slated now for August of 2011. In following years, upon the recommendations of an appointed advisory group, the Commission should approve allocation priorities in February of each year for that fiscal year for the reasons stated above.

Recommendation #6:

The Douglas County Commission should review, amend as necessary, and approve allocation priorities in March of 2011 for Fiscal Year 2011.

Recommendation #7:

As is expected of other administrative departments within County government, the County should adopt a three-year capital plan for future projects.

Using Criteria to Evaluate Heritage Applications

The Taskforce believes strongly that applications be reviewed using rationale, objective, and transparent criteria. These criteria should be placed in an evaluative matrix and made part of the grant application materials. For the purposes of this preliminary report, the criteria are simply listed for Commission and public feedback.

Criteria for Grant Applications

The first criterion below is the highest priority when evaluating grants. The criteria that follow are equally important and thus are not ranked.

Highest Value Criterion:

- Substantial benefit for the conservation of natural and cultural resources

Remaining Criteria:

- Urgency
- Connectivity, both physical (sites) and interpretative (stories)
- Community Impact (how does it help the community)
- Sustainability
- Educational /Interpretative Value
- Matching Resources (money, organizational capacity e.g.)
- Feasibility
- Affordability
- Uniqueness

Recommendation #8:

The Douglas County Commission should review, amend as necessary, and approve grant application materials in May of 2011, and every March after that. These materials should include a list of criteria for use in evaluating grant applications during the period from August 1 to October 31, 2011.

Recommendation #9

The Commission should direct the Natural and Cultural Heritage Taskforce to submit the application materials to the Commission by April of 2011 for review and approval by the Commission as outlined in Recommendation #8.

Benefiting our Community through Heritage Conservation

The Taskforce believes that connecting stories and our places of interest will provide many community benefits. One benefit is a connection to the past, whether one's family has lived here for 150 years or just a few months. Having a sense of our place in time is important for our community. A second benefit is that if our unique heritage is reflected in a compelling way, it will attract people from outside the county, which will lead to increased economic benefits from tourism.

Creating a Certified Local Government

The National Historic Preservation Act provides the legal basis for a federal-state-local preservation partnership. The federal law directs the State Historic Preservation Officer and the Secretary of the Interior (National Park Service, NPS) to certify local governments to participate in this partnership. In Kansas, the Certified Local Government (CLG) program is designed to promote the preservation of prehistoric and historic sites and districts by establishing a partnership between the local government and the Kansas State Historic Preservation Office (SHPO), a division of the Kansas Historical Society.

Participation in the CLG program will result in many positive outcomes. Two key reasons to become a CLG is access to expert technical advice from the SHPO and the NPS and access to Federal funding. CLG communities are eligible for a portion of Federal funds set aside annually by the SHPO. Currently there are 15 CLG communities in Kansas that are eligible to apply for competitive grants from the SHPO funded by the Historic Preservation Fund. CLG communities frequently receive additional funds due to their documented commitment to the preservation of historic resources as part of the CLG program. See section titled "Application for Historical Preservation Grant" in Part II of this report for more details about this grant process.

Recommendation #10:

The Douglas County Commission should begin taking the steps necessary for Douglas County to becoming a Certified Local Government.

Creating a Heritage Conservation Council

One requirement for becoming a CLG is that the local government must "establish an adequate and qualified historic preservation commission through a local ordinance." This historic preservation commission must contain a minimum number of 5 members. While there is no limit to the number of members of the historic preservation commission, "at least 40 percent of the commission membership shall be drawn from the preservation related profession as defined by the National Park Service. These professions currently include; Prehistoric and Historic Archeology, Architectural History, Conservation, Cultural Anthropology, Curation, Engineering, Folklore, Historic Architecture, Historic Landscape Architecture, Historic Preservation Planning, Historic Preservation, and History."

Recommendation #11:

The Natural & Cultural Heritage Taskforce recommends that the Douglas County Commission create a Heritage Conservation Council in accordance with the requirements of being a Certified Local Government, as well as administrating the grant application process associated with this heritage conservation initiative and making recommendations to the County Commission on worthwhile projects.

Recommendation #12:

The Heritage Conservation Council should be comprised of seven (7) members, three of whom shall have qualifications as outlined in the Certified Local Government requirements. The remaining four members shall be taken from a pool of people with one of more of the following interests: agriculture, tourism, unique lands, economic development, history, and environment. The Douglas County Commission should appoint members to the council by May of 2011.

Recommendation #13

The Commission should direct the Natural and Cultural Heritage Taskforce to submit an administrative and organizational framework for the council to the Commission by April of 2011 for review and approval by the Commission in May of 2011.

Long Term Funding Source

The Natural and Cultural Heritage Taskforce thanks the Douglas County Commission for the allocation of \$350,000 in its 2011 budget for heritage conservation. This landmark step builds on past efforts of the Commission, all Douglas County communities, and citizen initiatives. The Taskforce supports the continued inclusion of monies from the general fund in future years for heritage conservation. If, at some point, the interest and need for this program requires more resources than are available from the general fund, the Commission or future Commissions should explore other funding sources, including a locally approved sales tax through a public vote.

While one major focus of this report, as it should be, is how to beneficially award grants for heritage conservation, it is important to note that any awarded funds provide applicants an opportunity and the encouragement to leverage other funds (e.g. private, institutional, other levels of government, proven volunteer base). Matching resources is one of the criteria for evaluating grant applications. This underscores the fact that the primary purpose of current and future funds approved by the Commission is to facilitate the enhanced conservation of our heritage. It is not the ultimate funding source for heritage conservation.

What Comes Next...?

The Natural & Cultural Taskforce submits its Final Report to the Douglas County Commission for its review and consideration in **March of 2011**.



Douglas County applies for a grant from the Historic Preservation Fund to pay for a portion of the cost of the 2011 inventory of heritage resources. Deadline for the grant is **March 15, 2011**.



The Natural & Cultural Taskforce presents its recommendations on the grant application process and the organizational framework for the Heritage Conservation Council to the Douglas County Commission by **April 2011**.



The Douglas County Commission approves the creation of the Heritage Conservation Council, appoints its members, and approves the grant application process in **May 2011**.



Historic Preservation Fund Grants are awarded: **May 14, 2011**



The grant application and review process for the \$350,000 in County funds opens **August 1, 2011** and closes **October 31, 2011**.



The Douglas County Commission allocates grant money to projects in **December of 2011**.

PART II:

Concurrent Proposals and Activities Supported by the Taskforce

Horizon 2020 Comprehensive Preservation Plan, Revisions to Chapter 11

Horizon 2020 Comprehensive Preservation Plan Element and Revisions to Chapter 11: Historic Resources of *Horizon 2020, the Comprehensive Plan for Lawrence and Unincorporated Douglas County*.

The *Horizon 2020 Historic Preservation Plan Element* provides Lawrence and unincorporated Douglas County with both a broad-based and inclusive preservation model. Its goal is to create opportunities to preserve, enhance and develop, through preservation activities and programs, livable, vital, and sustainable neighborhoods, commercial centers, cultural landscapes, and rural communities. The plan broadly focuses on the city's and county's cultural resources, including its buildings, neighborhoods and streetscapes, historic sites, trails, battlefields, open spaces, and prehistoric and historic archaeological sites. These are the assets that provide a unique "sense of place" in the region.

The City of Lawrence and Douglas County possess a unique legacy of built and natural resources that reflect its rich history. This legacy deserves to be protected and preserved. The proposed preservation plan capitalizes on the demonstrated success of historic preservation methodology as a tool for revitalization of older neighborhoods and commercial centers, the popularity of traditional urban environments, the fast-growing heritage and cultural tourism industry, and the strong public support for environmental stewardship and sustainability. It provides strategies that place preservation as an important component in the city and county's planning and development programs. Five goals compose the key elements of the plan.

- Incorporate Historic Preservation as an Important Component of the City and County Planning Processes.
- Conserve the Rural Character of Unincorporated Douglas County in Strategic Areas.
- Incorporate Preservation Incentives into the City and County's Economic Development Policies and Programs.
- Incorporate Heritage Tourism as an Economic Development Program.
- Establish Outreach and Educational Programs.

Douglas County Inventory of Historic Resources

Historic resources in Douglas County are integral in defining the character of the county and the region. The ongoing preservation of significant resources and cultural landscapes can yield an improved quality of life and a sense of place for future generations. Specific preservation programs and processes are needed to assist in providing considerations of these resources in land use decisions to protect significant resources and to allow a balance between commercial, residential, institutional, agricultural, industrial, and natural land uses. To be effective, preservation issues need to be considered early in the planning stages and in the context of

other development and land use issues. Only after the identification, evaluation, and subsequent “mapping” of significant cultural resources through an inventory, can the county begin to target and prioritize preservation of significant resources.

Surveying is the process of identifying and gathering data on historic resources. It includes recording basic physical and historical information about a property, photographing it, and drawing a site plan (additional information may be required for archeological sites). A survey is a means of documenting historic resources and does not automatically result in the listing of a property in the National Register of Historic Places or Register of Historic Kansas Places. A survey can, however, serve as an important first step in determining the potential for a property or an area to be listed in the National Register of Historic Places or the Register of Historic Kansas Places. In Kansas, the State Historic Preservation Office (SHPO), a division of the Kansas Historical Society, maintains a statewide database, the [Kansas Historic Resources Inventory](#) (KHRI) that contains all of the SHPO’s survey records. The database is fully searchable and available to the public.

Currently, 4,084 sites, structures, buildings, and objects have been surveyed in Douglas County and are part of the KHRI database. The majority of surveyed properties are located in Lawrence (3,605) with less than 500 located elsewhere in the County. A reconnaissance survey was completed for Baldwin City and Palmyra Township in 1989, but much of this information needs to be updated. Because history is not static, more properties become historic (50 years old by NPS standards) daily. An ongoing survey and inventory program is necessary to identify properties as they achieve historic significance to adequately plan for future use.

Many documented and inventoried archeological sites are not included in the KHRI database due to the sensitive nature of location and potential to yield information about our past. The SHPO maintains a GIS coverage layer that shows the location of over 14,000 (258 in Douglas County) recorded archeological sites in the state.

Environmentally Sensitive Areas Data

The Lawrence Douglas County Planning Commission has recommended the Lawrence City Commission and the Douglas County Commission adopt a new chapter to Horizon 2020 – Chapter 16 – Environment. This chapter includes, among other goals and policies, the recommendation that the City and County partner with organizations to complete an inventory of wetlands, significant areas of groundwater recharge, woodlands within the county, urban forest, native prairie remnants, “critical habitat”, key habitats, and wildlife corridors. Like cultural resources, many of these areas have various levels of inventory information currently available.

The KARS (Kansas Applied Remote Sensing) Program at the Kansas Biological Survey (KBS) has developed the Natural Resources Planner, an interactive mapping website designed to assist in the planning of development projects so that Kansas can benefit from development of its resources while protecting sensitive wildlife and wildlife habitat. The mapping application

combines relevant natural resource and infrastructure data together within an integrated mapping environment to help users make informed decisions.

In addition, KBS has already provided Douglas County with Geographic Information Systems (GIS) coverage of significant natural features (rare or endangered species of plants and animals and high quality natural communities such as tallgrass prairie, oak-hickory forest, wetlands.) KBS could review and update sites within the county and provide a short list of top sites. Such sites would be evaluated by KBS primarily on their ecological significance, and not on other factors such as suitability for public use, ownership, cost, or public appeal.

The difficulty is that there is no one depository for all of the different cultural and environmental resources that has the ability to layer all of the resources in the County into a system that will visually aid in the identification, evaluation and preservation of significant resources.

Application for Historic Preservation Grant

Historic Preservation Fund (HPF) grants are an excellent source of revenue for identifying and gathering data on historic resources, for becoming a Certified Local Government (CLG), and for education projects. Federal grants require a 40% match from the local government. Since becoming a CLG in 1989, the City of Lawrence has received over 25 grants for projects ranging from surveys to educational brochures. Douglas County should apply for these grants to achieve CLG status and to help fund the needed inventory work throughout the county. Deadline for 2011 grant applications is March 15, 2011 with awards announced on May 14, 2011.

Relationship to Freedom's Frontier Heritage Area

By designating Freedom's Frontier a National Heritage Area, the United States Congress has recognized that 41 counties along the Kansas-Missouri border were the epicenter of events that led to the Civil War and the continuing struggle for freedom that has played out around the world since then. Here, where the two great trails converge, a nation moved west. Issues of slavery, land ownership, voting rights, and individual liberties manifested the differing understandings of the ideal of freedom that still resound today.

Places, stories or landscapes are considered nationally significant when they "contain important regional and national stories that, together with their associated natural and/or cultural resources, enable the American people to understand, preserve and celebrate key components of the multi-faceted character of the nation's heritage."

The overarching theme of FFNHA is freedom. Subthemes include the shaping of the frontier, the Missouri-Kansas Border War, and the enduring struggles for freedom. Douglas County is at the center of FFNHA and is rich with these resources. Project proposals that connect with any or all of these themes will be considered for the Natural and Cultural Heritage Grants. More information about FFNHA can be found at www.freedomsfrontier.org or by calling 856-5301.

PART III:
Reference Documents

APPENDIX A: List of Recommendations

Recommendation #1:

Support the first year funding of a county-wide inventory of heritage resources. This will strengthen our understanding of the County's assets and increase our ability to make decisions within a context of all our heritage resources.

Recommendation #2:

Monitor the progress of natural and cultural heritage conservation projects and inventories; Educate people inside and outside our community about who we are and our rich history.

Recommendation #3:

Continuous, on-going action is critically important to fully maximize the benefits of funding included in the 2011 budget for Douglas County. Refer to the action timetable located in *What Comes Next* for further details.

Recommendation #4:

Funded efforts must fall under one of the categories as outlined below.

- Historic structures
- Prairie; woodlands, waterways; habitat restoration/preservation
- Agriculture; working farms; heritage farms
- Freedom's Frontier themes (*Civil War and pre-Civil War heritage; Settlement stories (before and after Civil War); Enduring struggle for freedom*)
- Pre-settlement history

Heritage Conservation: Funding Priorities	<i>Allocation Percentage</i>
Major Project(s)	55%
Target Projects	30%
Douglas County Inventory of Natural & Cultural Resources	10%
Administration	5%
<i>Total</i>	<i>100%</i>

Recommendation #5:

All funds allocated for projects should be spent each year dependent on receiving qualified applications. If any one category does not have enough qualified applications, money should be used in other categories where there are qualified applicants. If inventory or administrative costs fall below the percentage allocated for those purposes, the money should be transferred for other qualified projects.

Recommendation #6:

The Douglas County Commission should review, amend as necessary, and approve allocation priorities in March of 2011 for Fiscal Year 2011.

Recommendation #7:

As with other administrative departments for Douglas County, the County should adopt a three year capital plan for future projects.

Recommendation #8:

The Douglas County Commission should review, amend as necessary, and approve grant application materials in May of 2011, and every March after that. These materials should include a list of criteria for use in evaluating grant applications during the period from August 1 to October 31, 2011.

Recommendation #9

The Commission should direct the Natural and Cultural Heritage Taskforce to submit the application materials to the Commission by April of 2011 for review and approval by the Commission as outlined in Recommendation #8.

Recommendation #10:

The Douglas County Commission should begin taking the steps necessary for Douglas County to becoming a Certified Local Government.

Recommendation #11:

The Natural & Cultural Heritage Taskforce recommends that the Douglas County Commission create a Heritage Conservation Council in accordance with the requirements of being a Certified Local Government, as well as administrating the grant application process associated with this heritage conservation initiative and making recommendations to the County Commission on worthwhile projects.

Recommendation #12:

The Heritage Conservation Council should be comprised of seven (7) members, three of whom shall have qualifications as outlined in the Certified Local Government requirements. The remaining four members shall be taken from a pool of people with one of more of the following interests: agriculture, tourism, unique lands, economic

development, history, and environment. The Douglas County Commission should appoint members to the council by May of 2011.

Recommendation #13

The Commission should direct the Natural and Cultural Heritage Taskforce to submit an administrative and organizational framework for the council to the Commission by April of 2011 for review and approval by the Commission in May of 2011.

APPENDIX B: Organizational Resource List

Freedom's Frontier NHA: <http://www.freedomsfrontier.org/>
Kansas Historical Society: <http://www.kshs.org/>
Kansas Historic Resources Inventory: <http://khri.kansasgis.org/>
Kansas Land Trust: <http://www.klt.org/>
Kansas Biological Survey: <http://www.kbs.ku.edu/>
City of Lawrence - Historic Resources: http://www.ci.lawrence.ks.us/pds/historic_resources
City of Lawrence – Environment: <http://www.lawrenceks.org/pds/H2020-Env>
NPS “Teaching with Historic Places”: <http://www.nps.gov/nr/twhp/>
NPS “Travel Itineraries”: <http://www.nps.gov/history/travelers.htm>
Kansas Applied Remote Sensing: <http://www.kars.ku.edu/research/natural-resource-planner/>
Lawrence Preservation Alliance: <http://lawrencepreservation.org>
Kansas Preservation Alliance: <http://kpalliance.org/>
Douglas County Historical Society: <http://www.watkinsmuseum.org/>
Lecompton Historical Societies: <http://www.lecomptonkansas.com/>
Wakarusa River Valley Heritage Museum: <http://www.wakarusamuseum.org/history.html>
Midland Railway Historical Association: <http://www.midland-ry.org/index.php?page=membership-form>
Black Jack Battlefield: <http://www.blackjackbattlefield.org/>
Eudora Historical Society
Santa Fe Trail Historical Society:
National -Certified Local Government Program: <http://www.nps.gov/history/hps/clg/index.htm>
Kansas -Certified Local Government Program: <http://www.kshs.org/p/certified-local-government-program/14607>

Appendix C: Summary of Public Discussions

The Natural & Cultural Heritage Taskforce held six public discussions throughout the County during the month of October. The purpose of these discussions was to learn and explore further what Douglas County citizens considered important when it comes to heritage conservation. Locations of the meetings included; Baldwin City, Eudora, Lecompton, Clinton and Lawrence. It was a high priority of the Taskforce to visit as many places and discuss with as many people as possible about the natural and cultural heritage of Douglas County.

The Taskforce sincerely thanks all members of the public who came to these public discussions. Each public meeting was unique, informative, and vital to the mission of the Taskforce.

Baldwin City October 6, 2010

The first public discussion of the Natural & Cultural Heritage Taskforce was held at the Lumberyard Arts Center in Baldwin City. Baldwin City residents stressed the importance of connecting the community's many historical and natural areas both physically and interpretatively. Baldwin City resident Dave Hill expressed interest in creating a series of trails and paths for recreational as well as safety reasons. Hill estimated that Baldwin City experiences an influx of 50 bicycle enthusiasts on any given weekend. Some of the sites that should be considered for connecting trails include: Black Jack Battle Field, Baldwin City Lake, Douglas State Lake, Ida Boyd Prairie, Signal Oak, among numerous others.

Others topics discussed included using potential funds to create a series of markers and interpretative signs for historical and natural areas, restore and rehabilitate the Robert Hall Pearson Farmstead, assist the Midland Railroad Historical Organization, as well as preserve native prairie lands still in existence throughout the County.

Lawrence October 9, 2010

The first of two meetings to be held in Lawrence began with a discussion concerning conservation easements with Bob Lichtwardt, a former University of Kansas professor of botany, who along with his wife placed a parcel of their land in a conservation easement with the Kansas Land Trust. This conservation easement is especially unique in the fact that a nature trail, open to the public, traverses across the Lichtwardt's easement. Additionally, the Lichtwardt's 40 acre easement is part of a 100 acre nature park that is maintained by the City of Lawrence. Taskforce members and public present were also given time to explore the nature trail before the public forum continued with a discussion at Free State High School, where topics included the importance of preserving sensitive soils, enhancing local food production, and exploring the potential of using transfer of development rights (TDR) to protect sensitive lands.

Eudora
October 13, 2010

The Taskforce's third meeting was held at Eudora's City Hall where community members expressed that, unlike other community's throughout Douglas County, Eudora's history has not been as thoroughly documented and preserved. Currently, the City is housing many historical documents in an abandoned school that has been subject to vandalism. It was also expressed that Eudora has no place to display their community's history. City Administrator John Harrenstien shared that the community has had to grapple with the fact that Eudora in many ways has become a bedroom community over the last decade and hopes that this program could help Eudora preserve and enhance its own history and identity. Specifically, Eudora is hoping to rehabilitate a historic building located downtown that could serve as an anchor for other preservation and downtown reinvestment efforts. The building would likely have multiple functions and serve a variety of community groups and organizations including the Eudora Historical Society, Eudora Chamber of Commerce, local food producers and artists.

Other topics discussed included a presentation from local community historian John More who presented the Taskforce with a detailed list of historical sites throughout Eudora and Eudora Township. Mr. More expressed an interest for using potential money to create interpretative signs to commemorate the history and culture of Eudora. This idea was further discussed upon by the President of the Eudora Historical Society who also noted a similar initiative that Eudora residents undertook in the late 1970's/early 80's to create a self-guided tour of Eudora.

Lecompton
October 20, 2010

The public forum in Lecompton began with a guided tour of the Territorial Capital Museum and Constitution Hall from Lecompton Historical Society president Paul Bahnmaier. While time was short, it was clearly evident that Lecompton has a rich heritage.

Following the guided tour, a public discussion was held at the Lecompton City Hall where Paul Bahnmaier brought informative packets for each Taskforce member summarizing many of the historical sites located in and around Lecompton. Detailed inside the packet include:

- Big Springs School
- Greenwood Valley School
- Winter School House
- City Jail
- Lake-View Cemetery
- Site of the original Governor's mansion
- Constitution hall
- Lane University
- Windsor Hotel
- Democratic Headquarters
- Battle of Fort Titus
- Camp Sackett
- Crowder School
- Glenn School
- Lecompton High School

In addition to the prepared packet, Mr. Bahnmaier discussed the history and importance of each site, its condition, needed maintenance for each structure, and possible future uses for some of the Lecompton landmarks.

Lecompton, as the Taskforce members learned, is a treasure trove of pre-civil war history, and regularly accommodates national motor coach tours through the small town. Lecompton is a high profile tourist location for not only Douglas County, but also the State of Kansas. Furthermore, Lecompton's heritage is an important aspect of not only Douglas County's identity, but the United States.

**Clinton
October 24, 2010**

On Saturday, October 24, the Taskforce traveled to Clinton where the day began with a tour of the Wakarusa River Valley Heritage Museum. The museum contains many exhibits but its main focus is to commemorate the heritage of the ten Wakarusa Valley communities: Bloomington, Clinton, Kanwaka, Lone Star, New Belvoir, Old Belvoir, Richland, Sigel, Stull, and Twin Mound, which were affected by the construction of Clinton Lake.

Taskforce members learned about many of the important founders and early settlers of the Wakarusa Valley. According to Martha Parker, local historian, a majority of early settlers in the area were abolitionists and key members in the conflict known as Bleeding Kansas. In fact, many of the Wakarusa River Valley communities were stops along the Underground Railroad, and the Wakarusa Valley Heritage Museum is recognized by the National Underground Railroad Network to Freedom, a program of the National Park Service.

Following the tour of the museum, the conversation continued at Clinton Township Hall where conversation focused on continuing the mission of educating the public about the ten communities in the area. Proposals included identifying the location and history of the ten communities, rehabilitating historic schoolhouses in the area for use as future community centers, and assisting the Wakarusa River Valley Heritage Museum with building a larger more modern museum.

**Lawrence
October 27, 2010**

The final public forum the Natural & Cultural Heritage Taskforce was held at the Watkins Community Museum in Downtown Lawrence. Prior to the public forum members of the Taskforce were given a brief tour of the museum by interim curator Mike Wildgen.

Following the tour, a public discussion commenced. Many of the public present were familiar with past initiatives, such as Eco², and were interested in learning how this Taskforce would be different. Bill Busby with the Kansas Biological Survey and former member of Eco², informed

the Taskforce that the Kansas Biological Survey maintains a database of natural areas that could serve as a resource for the group. Mr. Busby went on to say that less than 1 percent of native prairie is left in the County and that these areas are extremely beneficial to citizens of Douglas County. Not only do natural areas hold potential for recreational and educational reasons, but they also improve water quality and sequester carbon dioxide.

Additional topics included; ensuring that pre-settlement and Native American history be acknowledged, preserving prime soils and farmland close to communities to support local agriculture initiatives, and identifying and conserving the 800 block of Pennsylvania St. in Lawrence where many early food processing plants existed, as well as keeping in mind the various way Lawrence and Douglas County could be marketed for future tourists and residents.

Appendix D: Taskforce Biographical Information

The Natural & Cultural Heritage Taskforce is comprised of six Taskforce members, two ex-officio members, and a facilitator. The Taskforce was assisted by one staff member.

Dr. John S. Bradley – Taskforce Member

John was born and raised on a farm south of Lawrence in Douglas County, Kansas. He returned to Lawrence in 1991 and purchased Bradley Animal Hospital, a three doctor small animal hospital. John and his wife Amy live near the farm south of Lawrence, and have two adult children Ashley and Adam.

Scott Campbell: - Taskforce Member

Scott Campbell, 53, is a life-long resident of Douglas County and graduate of the University of Kansas. He is a professional ecologist and Associate Director of Outreach and Public Service at the Kansas Biological Survey, a state research and service agency based in Lawrence. He has a keen interest in sustaining local biodiversity, promoting environmental ethics and education, and protecting historic and cultural elements throughout Douglas County.

Jamie Knabe – Taskforce Member

Jamie and her husband Keith live southeast of Eudora on a 140 acre farm that was once owned by Keith's grandparents. We have raised two boys, Dustin and Kevin. Keith is a self employed farmer which he has done all his adult life along with his Dad and brother in law. The Knabe's have been farming for over 100 years. I am currently on the Douglas County Farm Bureau Board where I am the women's chair. I have been involved for 10 years with the Slice of Ag Committee a program sponsored by the Douglas County Extension Office.

Sarah Martin – Taskforce Member

Sarah is a native of Abilene and serves as the National and State Register Coordinator for the Kansas State Historical Society. She earned her bachelor's degree in history from the University of Kansas and her master's degree in history and historic preservation from Middle Tennessee State University. She credits her interest in history to long family road trips to places like Plimouth Plantation, the Molly Brown House in Denver, and the Baseball Hall of Fame in Cooperstown. Sarah and her husband Jack have lived in Lawrence for six years.

Larry McElwain – Taskforce Member

Larry McElwain is a 1970 graduate of the University of Kansas and a 1971 graduate of the San Francisco College of Mortuary Science. He and his family have owned the Warren Mortuary since July 1974. Over the years, he has been an active community volunteer and has chaired several non-profit organizations, including the Lawrence Chamber of Commerce and the Douglas County ECO² Commission. He is married to Susan McElwain and is the father of three children. His hobbies include hunting, fishing, and creating waterfowl habitat.

Sean Williams – Taskforce Member

Sean Williams is a local realtor with Realty Executives, 1037 Vermont Street. He is a life-long Lawrence resident, steeped in both local and regional history. He serves on numerous boards in the

Judy Billings – Ex Officio Member

Judy Billings is the President and CEO of Destination Management, Inc. which contracts with the County Commission to manage county finances for Douglas County Historical Societies. She has directed the Convention & Visitors Bureau since 1980 and has worked for over a decade to create Freedom's Frontier National Heritage Area currently serving as its Executive Director.

Jason Fizell – Ex Officio Member

Jason Fizell is Executive Director of the Kansas Land Trust (KLT) based in Lawrence. KLT protects over 16,000 acres of ecological, agricultural, scenic, historic, and recreational significance on 43 properties statewide—11 of which are in Douglas County. Jason has worked in conservation and nonprofit management for many years with a background in land use and water quality issues. He graduated from the University of Kansas with a B.A. in History. Jason and his wife, Sarah, are expecting their first child—a daughter, Astra Grace—in February 2011.

Ken Grotewiel - Taskforce Facilitator

Ken Grotewiel is a Senior Associate with the Great Plains Consensus Council at Bethel College. Ken is an approved mediator by the Kansas Supreme Court. He has long been interested in water, outdoor recreation, and history. Ken lives in Lawrence.

Collin Bielser - Taskforce Staff

Collin Bielser, originally from Colby, Kansas, is a student at the University of Kansas pursuing his Masters of Public Administration (MPA). He is a fourth-generation Jayhawk and his Great-Great Grandfather attended Lane University, now the Territorial Capital Museum in Lecompton. Collin aspires one day to be a city manager and is interning with current County Administrator, Craig Weinaug.