

003339

STATE OF MISSOURI SS
COUNTY OF PLATTE
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RECORDED BOOK 1136 PG. 305
GLORIA BOYER, PLATTE CO. RECORDER

Geri Davis
Recorder

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**PLATTE COUNTY, MISSOURI
RECORDER OF DEEDS CERTIFICATE
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# Pgs.	<u>1418</u>	\$ <u>57⁷⁵</u>	/ \$17.25
Non-Standard Fee (\$25.00)		\$ <u>25.00</u>	
Releases/Assignments (multiple Bk/Pgs) (\$5.00)		\$ _____	
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TOTAL FEE		\$ <u>100.00</u>	

DK 1136PG0305

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✓ City of KC

Rec 87318

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 26th day of February, 2009, by City of Kansas City Missouri, having an address of 16th Floor, City Hall, Kansas City, Missouri 64106 ("Grantor") to Midwest Mitigation Oversight Association, Inc., having an address of 21301 Shelby Lane Belton, Missouri 64012 ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined), and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple title of certain lands situate in Platte County, MISSOURI, more particularly described in Exhibit A, [(LEGAL DESCRIPTION(S) OF PROPERTY AND EXHIBIT(S)] attached hereto and incorporated herein ("Property"), and

WHEREAS, Department Permit No. 2007-1014 of the U.S. Army Corps of Engineers ("Corps") (hereinafter referred to as the "Permit") authorizes certain activities which affect waters of the United States; and

WHEREAS, the permits require that Grantor preserve, enhance, restore, or mitigate wetlands or uplands located on the Property and under the jurisdiction of the Corps; and

WHEREAS, Grantor, in consideration of the issuance of the permits to construct and operate the permitted activity, and as an inducement to Grantee and the Corps to issue the Permits, is willing to grant a perpetual Conservation Easement over the Property; and

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

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

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

2. **Rights of Grantee:** The following rights are conveyed to Grantee and the Corps by this easement:

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a. The right to take action to preserve and protect the environmental value of the Property; and

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to proceed at law or in equity to enforce the provisions of this Conservation Easement, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses: Except for restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, or the construction or placing of structures below the ground that may impact the surface of the Property. Installation of new utilities is prohibited. Grantor may grant local utilities easement access to extend service lines along or across the Protected Property so long as such easements are subordinate to this Conservation Easement. Any existing utilities may be replaced or repaired at their current location;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except as may be permitted by the Permit, and except for the removal of nuisance, exotic, or non-native vegetation in accordance with a maintenance plan approved by Grantee;

d. Planting of nuisance, exotic, or non-native plants as listed by the State of MISSOURI;

e. Exploration for, or extraction of, oil or gas in such a manner as to affect the surface, or excavation, dredging, or removal of coal, loam, peat, gravel, soil, rock, or other material substance, except as may be permitted or required by the Permit;

f. Use of motorized and non-motorized vehicles, the keeping or riding of horses, grazing, livestock confinement, or other surface use that may affect the natural condition of the Property, except for vehicle use for purposes of maintenance and upkeep, or as otherwise may be permitted or required by the Permit;

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g. Tilling, plowing, planting of crops, digging, mining, or other activities that are or may be detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking, and fencing, except as permitted or required by the Permit;

h. The extraction of water from the Property or adjacent properties owned by Grantor, or the impoundment of water on the Property or on adjacent properties owned by Grantor, so as to affect the hydrology of the Property;

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

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

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

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

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

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

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

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

10. **Recording Requirements:** Grantor shall record this Conservation Easement in the official records of Platte County, MISSOURI, and shall re-record it at any time Grantee or the

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Corps may require to preserve their rights. Grantor shall pay all recording costs, fees and taxes necessary at any time to record this Conservation Easement in the public records. Grantor shall thereafter insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests himself/herself/itself of any interest in the Property, and shall provide a photocopy of the recorded Conservation Easement to the new owner(s).

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

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

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

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

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

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

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

18. **Inspection Fee:** Grantor will pay to the Grantee a onetime fee of \$5000.00.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the property.

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

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement this 26th day of February, 2009.

Signed in the presence of:

GRANTOR:

Jerry D. Cook

City of Kansas City Missouri

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Print Witness Name: Jerry D. Cook

By: Theodore T. Anderson
Print: Theodore T. Anderson
Title: Asst. City

Jerry D. Cook
Print Witness Name: Jerry D. Cook

STATE OF MISSOURI
COUNTY OF Jackson

The foregoing Conservation Easement was acknowledged before me this 26th day of February, 2009, by Theodore T. Anderson as Asst. City Attorney of Kansas City who is personally known to me or has produced _____ as identification.

My Commission Expires: August 04, 2012

DANA L. CHAPMAN
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: August 04, 2012
Commission Number: 08613330

Dana Chapman
NOTARY PUBLIC

IN WITNESS WHEREOF, the Grantee has executed this Conservation Easement this 2 day of MARCH, 2009.

Signed in the presence of:

GRANTEE:

Shirley Thomas
Print Witness Name: Shirley Thomas

Midwest Mitigation Oversight Association, Inc
By: James D. Drake
Print: James D. Drake
Title: President

Print Witness Name: _____

STATE OF MISSOURI

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COUNTY OF JACKSON

The foregoing Conservation Easement was acknowledged before me this 2 day of MARCH, 2009, by JAMES R. DRAKE as PRESIDENT of MIDWEST M. SIGATION who is personally known to me or has produced DRIVERS LICENSE as identification.

My Commission Expires: 10/17/11

CORDELIA J. BLACK
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: October 17, 2011
Commission Number: 07315448

Cordelia R. Black
NOTARY PUBLIC

BK 1136PG0305

Exhibit "A-1"
Legal Description of Property

TRACT NO. 40
PARCEL ID NO. 19-5.0-21-000-000-038-000
PROPERTY ADDRESS: 6836 N. WAUKOMIS DRIVE
KANSAS CITY, MISSOURI 64151

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, T51N, R33W, BEING A FOUND IRON BAR WITH 3-1/2 INCH ALUMINUM CAP, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-51400; THENCE N00°25'50"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 155.29 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN WARRANTY DEED BOOK-1085, PAGE-578 AND RECORDED AT THE PLATTE COUNTY, MISSOURI RECORDER OF DEEDS OFFICE IN PLATTE CITY, MISSOURI; THENCE N66°08'09"E ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 135.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N66°08'09"E ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 112.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF N. WAUKOMIS DRIVE, AS NOW ESTABLISHED; THENCE S24°01'36"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.37 FEET; THENCE S50°45'43"E CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 64.46 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF N. GOWER DRIVE, AS NOW ESTABLISHED; THENCE S05°21'07"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 41.07 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF S33°24'44"W A CENTRAL ANGLE OF 09°55'15" AND A RADIUS OF 530.00 FEET, FOR AN ARC DISTANCE OF 91.77 FEET; THENCE N35°52'38"W, A DISTANCE OF 186.15 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 08°09'55" AND A RADIUS OF 267.92 FEET, FOR AN ARC DISTANCE OF 38.18 FEET TO THE POINT OF BEGINNING.
THE TRACT DESCRIBED ABOVE CONTAINS 18,870 SQUARE FEET OR 0.4332 ACRES, MORE OR LESS.

Exhibit "A-2"
Legal Description of Property

TRACT NO. 41
PARCEL ID NO. 19-5.0-21-000-000-044-000
PROPERTY ADDRESS: NO ADDRESS AVAILABLE
KANSAS CITY, MISSOURI 64151

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, T51N, R33W, BEING A FOUND IRON BAR WITH 3-1/2 INCH ALUMINUM CAP, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-51400; THENCE S89°29'02"E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 395.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°29'02"E ALONG SAID NORTH LINE, A DISTANCE OF 101.22 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NW. 68TH STREET, AS NOW ESTABLISHED; THENCE S50°45'43"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.16 FEET; THENCE S67°01'02"E CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 39.64 FEET; THENCE S34°23'13"W, A DISTANCE OF 62.63 FEET; THENCE N58°06'06"W, A DISTANCE OF 105.90 FEET; THENCE N47°42'06"W, A DISTANCE OF 28.49 FEET TO THE POINT OF BEGINNING. THE TRACT DESCRIBED ABOVE CONTAINS 5,527 SQUARE FEET OR 0.1269 ACRES, MORE OR LESS.

Exhibit "A-3"
Legal Description of Property

TRACT NO. 50
PARCEL ID NO. 19-5.0-21-000-000-038-001
PROPERTY ADDRESS: 5308 NW. 68TH TERRACE
KANSAS CITY, MISSOURI 64151

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, T51N, R33W, BEING A FOUND IRON BAR WITH 3-1/2 INCH ALUMINUM CAP, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-51400; THENCE N00°25'50"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 307.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°25'50"E ALONG SAID WEST LINE, A DISTANCE OF 33.44 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE PROPERTY DESCRIBED IN WARRANTY DEED BOOK-862, PAGE-378 AND RECORDED AT THE PLATTE COUNTY, MISSOURI RECORDER OF DEEDS OFFICE IN PLATTE CITY, MISSOURI; THENCE N53°34'35"E ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 117.27 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF N. WAUKOMIS DRIVE, AS NOW ESTABLISHED; THENCE S44°33'02"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 160.63 FEET; THENCE S24°01'37"E CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.72 FEET; THENCE S66°08'09"W, A DISTANCE OF 112.54 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF N44°02'33"W A CENTRAL ANGLE OF 08°26'31" AND A RADIUS OF 267.92 FEET, FOR AN ARC DISTANCE OF 39.48 FEET; THENCE N52°29'05"W, A DISTANCE OF 117.45 FEET TO THE POINT OF BEGINNING.

THE TRACT DESCRIBED ABOVE CONTAINS 24,554 SQUARE FEET OR 0.5637 ACRES, MORE OR LESS.

Exhibit "A-4"
Legal Description of Property

TRACT NO. 51B
PARCEL ID NO. 19-4.0-20-100-004-001-000
PROPERTY ADDRESS: 6404 N. GOWER DRIVE
KANSAS CITY, MISSOURI 64151

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, T51N, R33W, BEING A FOUND IRON BAR WITH 3-1/2 INCH ALUMINUM CAP, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-51400; THENCE N00°25'50"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 307.81 FEET TO THE POINT OF BEGINNING; THENCE N52°29'05"W, A DISTANCE OF 260.95 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 41°40'21" AND A RADIUS OF 141.24 FEET, FOR AN ARC DISTANCE OF 102.73 FEET TO A POINT ON THE SOUTH LINE OF THE PROPERTY DESCRIBED IN WARRANTY DEED BOOK-924, PAGE-285 AND RECORDED AT THE PLATTE COUNTY, MISSOURI RECORDER OF DEEDS OFFICE IN PLATTE CITY, MISSOURI; THENCE S83°58'49"E ALONG SAID SOUTH LINE, A DISTANCE OF 28.91 FEET TO THE SOUTHEAST CORNER OF SAID WARRANTY DEED; THENCE N05°24'06"E ALONG THE EAST LINE OF SAID WARRANTY DEED, A DISTANCE OF 70.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NW. BRYAN AVENUE, AS NOW ESTABLISHED; THENCE S86°46'48"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.82 FEET; THENCE S85°32'18"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 22.91 FEET; THENCE S44°30'02"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 28.71 FEET; THENCE N45°30'48"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF N. WAUKOMIS DRIVE, AS NOW ESTABLISHED; THENCE S44°33'02"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 148.62 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 20, T51N, R33W; THENCE S00°25'50"W ALONG SAID EAST LINE, A DISTANCE OF 197.68 FEET TO THE POINT OF BEGINNING. THE TRACT DESCRIBED ABOVE CONTAINS 45,423 SQUARE FEET OR 1.0428 ACRES, MORE OR LESS.

Exhibit "A-5"
Legal Description of Property

TRACT NO. 51C
PARCEL ID NO. 19-4.0-20-100-004-003-000
PROPERTY ADDRESS: 3707 NW. BRYAN AVENUE
KANSAS CITY, MISSOURI 64151

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, T51N, R33W, BEING A FOUND IRON BAR WITH 3-1/2 INCH ALUMINUM CAP, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-51400; THENCE N00°25'50"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 617.86 FEET; THENCE N89°34'10"W ALONG A LINE THAT IS PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 226.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NW. BRYAN AVENUE, AS NOW ESTABLISHED, ALSO BEING A POINT ON THE EAST LINE OF THE PROPERTY DESCRIBED IN WARRANTY DEED BOOK-924, PAGE-285 AND RECORDED AT THE PLATTE COUNTY, MISSOURI RECORDER OF DEEDS OFFICE IN PLATTE CITY, MISSOURI, AND BEING THE POINT OF BEGINNING; THENCE S05°24'06"W ALONG THE EAST LINE OF SAID WARRANTY DEED, A DISTANCE OF 70.64 FEET TO THE SOUTHEAST CORNER OF SAID WARRANTY DEED; THENCE N83°58'49"W ALONG THE SOUTH LINE OF SAID WARRANTY DEED, A DISTANCE OF 28.91 FEET; THENCE N10°38'43"W, A DISTANCE OF 73.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NW. BRYAN AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF S85°55'19"E A CENTRAL ANGLE OF 03°47'37" AND A RADIUS OF 744.50 FEET, FOR AN ARC DISTANCE OF 49.29 FEET TO THE POINT OF BEGINNING.
THE TRACT DESCRIBED ABOVE CONTAINS 2,775 SQUARE FEET OR 0.0637 ACRES, MORE OR LESS.

Exhibit "A-6"
Legal Description of Property

TRACT NO. 54
PARCEL ID NO. 19-4.0-20-100-002-012-001
PROPERTY ADDRESS: 3728 NW. BRYAN AVENUE
KANSAS CITY, MISSOURI 64151

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, T51N, R33W, BEING A FOUND IRON BAR WITH 3-1/2 INCH ALUMINUM CAP, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-51400; THENCE N00°25'50"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 654.61 FEET; THENCE N89°34'10"W ALONG A LINE THAT IS PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 160.41 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NW. BRYAN AVENUE, AS NOW ESTABLISHED, AND BEING THE POINT OF BEGINNING; THENCE N85°32'18"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 48.71 FEET; THENCE S44°33'02"E CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 3.73 FEET; THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF N81°00'53"W A CENTRAL ANGLE OF 11°34'14" AND A RADIUS OF 784.50 FEET, FOR AN ARC DISTANCE OF 158.42 FEET; THENCE N49°36'15"W, A DISTANCE OF 43.09 FEET; THENCE N40°38'13"E, A DISTANCE OF 97.62 FEET; THENCE N68°01'30"E, A DISTANCE OF 25.76 FEET; THENCE SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF S49°43'30"E A CENTRAL ANGLE OF 02°07'20" AND A RADIUS OF 5040.00 FEET, FOR AN ARC DISTANCE OF 186.69 FEET; THENCE S51°50'50"E, A DISTANCE OF 5.80 FEET TO THE POINT OF BEGINNING.

THE TRACT DESCRIBED ABOVE CONTAINS 14,340 SQUARE FEET OR 0.3292 ACRES, MORE OR LESS.

Exhibit "A-7"
Legal Description of Property

TRACT NO. 54
PARCEL ID NO. 19-4.0-20-100-002-012-001
PROPERTY ADDRESS: 3728 NW. BRYAN AVENUE
KANSAS CITY, MISSOURI 64151

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, T51N, R33W, BEING A FOUND IRON BAR WITH 3-1/2 INCH ALUMINUM CAP, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-51400; THENCE N00°25'50"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 727.53 FEET; THENCE N89°34'10"W ALONG A LINE THAT IS PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 418.61 FEET TO THE POINT OF BEGINNING; THENCE N49°21'47"W, A DISTANCE OF 132.09 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 10°52'03" AND A RADIUS OF 114.00 FEET, FOR AN ARC DISTANCE OF 21.62 FEET; THENCE N60°13'49"W, A DISTANCE OF 125.69 FEET TO A POINT ON THE WEST LINE OF TRACT 14, "AMENDED PLAT OF MILTONWOOD" A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N00°45'44"E ALONG SAID WEST LINE, A DISTANCE OF 142.37 FEET TO THE NORTHWEST CORNER OF SAID TRACT 14, "AMENDED PLAT OF MILTONWOOD"; THENCE S88°59'43"E ALONG THE NORTH LINE OF SAID TRACT 14, "AMENDED PLAT OF MILTONWOOD", A DISTANCE OF 45.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF N. WAUKOMIS DRIVE, AS NOW ESTABLISHED; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF S49°42'36"E A CENTRAL ANGLE OF 02°02'26" AND A RADIUS OF 1516.80 FEET, FOR AN ARC DISTANCE OF 54.02 FEET; THENCE S51°45'02"E CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.31 FEET; THENCE S46°57'06"E, A DISTANCE OF 83.03 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 02°02'57" AND A RADIUS OF 5040.00 FEET, FOR AN ARC DISTANCE OF 180.26 FEET; THENCE S13°14'57"W, A DISTANCE OF 25.76 FEET; THENCE S40°38'13"W, A DISTANCE OF 83.23 FEET TO THE POINT OF BEGINNING.
THE TRACT DESCRIBED ABOVE CONTAINS 38,957 SQUARE FEET OR 0.8943 ACRES, MORE OR LESS.

Exhibit "A-8"
Legal Description of Property

TRACT NO. 48

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, PARENT TRACT DESCRIBED IN DOCUMENT NO. 40475 AND RECORDED 558 AT PAGE 314, THIS TRACT DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARENT TRACT, SAID POINT BEING 396.28 FEET EAST OF THE SOUTHWEST CORNER OF SAID PARENT TRACT, SAID POINT BEING 396.28 FEET EAST OF THE SOUTHWEST CORNER OF SAID PARENT TRACT; THENCE NORTHWESTERLY 75.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 64TH ST.-N.W. 68TH ST. INTERIM ROADWAY CONNECTION, SAID POINT BEING 35.56 FEET RIGHT OF CENTERLINE STATION 63+67.02 OF SAID ROADWAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 66.16 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF MISSOURI HIGHWAY AA, AS NOW LOCATED; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY 139.16 FEET TO A POINT; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT OF WAY, ON A LINE WHICH MAKES A DEFLECTION ANGLE OF 16°15'36" LEFT FROM THE LAST DESCRIBED COURSE A DISTANCE OF 4.99' TO A POINT ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARENT TRACT; THENCE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 110.56 FEET, TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONSISTS OF 7,259 SQUARE FEET OR 0.1666 ACRES, MORE OR LESS.

Exhibit "A-9"
Legal Description of Property

TRACT NO. 51A
PROPERTY ADDRESS: 3728 NW. BRYAN AVENUE
KANSAS CITY, MISSOURI 64151

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341.25 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER; THENCE NORTH 170.85 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ROUTE "AA"; THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF "AA" MAKING AN ANGLE TO THE RIGHT OF 135 DEGREES 18', A DISTANCE OF 138.0 FEET; THENCE ALONG A LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 51' A DISTANCE OF 121.31 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN ROADWAY.
THE ABOVE DESCRIBED TRACT CONSISTS OF 7,706 SQUARE FEET OR 0.1769 ACRES, MORE OR LESS.

Exhibit "A-10"
Property Exhibit

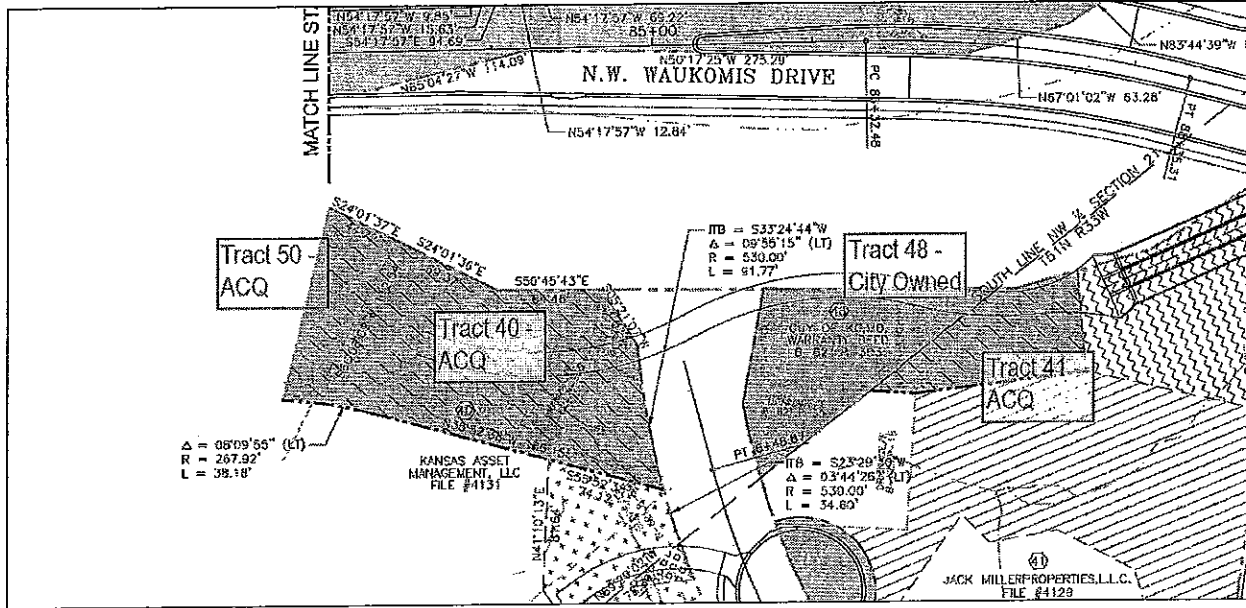


Exhibit "A-11"

Property Exhibit

