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1. Title of Document: Conservation Easement
2. Date of Document: April 19, 2011
3. Grantor: Prairie Center Development, L.L.C.
4. Grantees: Midwest Mitigation Oversight Association, Inc., a Missouri non-profit corporation and its successors in interest
5. Statutory Mailing Address: Mr. James Drake
c/o Midwest Mitigation Oversight Association
21301 Shelby Lane
Belton, MO 64012
6. Property Descriptions: See Exhibit "A", page 15; and Exhibit "B", page 16
7. Reference Books and Pages: None

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") is entered into as of the 19 day of April, 2011 by and between **PRAIRIE CENTER DEVELOPMENT, L.L.C.** ("Grantor") and **MIDWEST MITIGATION OVERSIGHT ASSOCIATION, INC.**, a Missouri non-profit corporation and its successors in interest ("Grantee"). The address of the Grantor is 1074 W. Santa Fe, Olathe, Kansas 66061.

RECITALS:

A. Grantor is the sole owner in fee simple of that certain real property located in Johnson County, Kansas and described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").

B. Approximately 31 acres of the Property, as more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference (the "Protected Property") is the subject of an agreement ("Mitigation Plan Instruments") among Grantor and certain governmental agencies creating the development associated mitigation for Department of Army Permit No. NWK-2005-2054, and, at the time of this Conservation Easement, the Protected Property will satisfy the objectives of the mitigation plan.

C. The Protected Property primarily consists of agricultural land, native plant species habitat and wildlife refuge, which in the aggregate, create an important component in the establishment of native wetland and forest habitat; and protection of desired wildlife, watersheds and green space environments that are all of local importance for conservation use and of great importance to Grantor, Grantee, the people of Johnson County and the people of the State of Kansas.

D. The primary purpose of this Conservation Easement is to restrict the use of, protect and provide for oversight of the Protected Property. Grantor and Grantee intend that the conservation values of the Protected Property shall be preserved and maintained by permitting only those land uses on the Protected Property that do not significantly impair or interfere with those conservation values such as the agricultural production, farming, and timber production existing at the time of this Conservation Easement ("Permitted Uses").

E. The specific conservation values of the Protected Property are documented in an inventory of relevant features of the Protected Property, attached hereto as Exhibit "C" which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Conservation Easement and the Mitigation Plan Instruments;

F. Grantee is a non-profit association created to hold interests in and protect the conservation values and integrity of the Protected Property and similar properties in perpetuity for the benefit of the current generation and the generations to come.

G. 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.

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 grants and conveys to Grantee the conservation easement rights set forth herein and Grantee accepts such conveyance and agrees to perform all of the obligations associated with the Protected Property that are contemplated hereby. Grantor and Grantee further agree that the Protected Property shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the terms hereinafter set forth, all of which shall attach to and run with the Protected Property and shall inure to the benefit of and be a burden upon all future owners, lessee or other occupants or users of the Protected Property.

1. **PURPOSE.** The terms, conditions and obligations of this Conservation Easement shall encumber the Protected Property and shall govern the development, maintenance, operation and use of the Protected Property. Any Person owning any right, title or interest in or having any other right to use or occupy all or any part of the Protected Property, shall be deemed to have agreed to be bound by all of the conditions, covenants, easements, restrictions, rights, obligations, appurtenances, and privileges contained in this Conservation Easement and the Mitigation Plan Instruments. It is the purpose of this Conservation Easement and the Mitigation Plan Instruments (a) to assure that the Protected Property will be retained forever predominantly in its natural, scenic, historic, agricultural, and open space condition and (b) to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values of the Protected Property.

2. **ENFORCEMENT.** The Grantee or the United States Army Corps of Engineers shall have the sole initial right to enforce, by proceedings at law or equity, all provisions of this Conservation Easement. The failure to enforce any provision of this Conservation Easement at any time or for any period of time shall not be deemed a waiver of the right to do so thereafter. Whenever any enforcement action is deemed appropriate by the Grantee, such action may be pursued (by legal action or otherwise) (i) in the name of the Grantee or (ii) in the name of some other Person designated by the Grantee to pursue such action on its behalf. Enforcement actions may seek compliance with the provisions of this Conservation Easement or any other document contemplated hereby and/or the granting any other appropriate relief, including money damages. The following rights are also conveyed to Grantee and the Corps by this easement:

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

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

(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.

3. **OBLIGATIONS OF GRANTOR.** To accomplish the purpose of this Conservation Easement and the Mitigation Plan Instruments, Grantor or Grantor's designee shall provide all services required pursuant hereto and the Mitigation Plan Instruments in connection

with the Protected Property including, but not limited to, the following:

(a) Preservation. Preserve and protect the conservation values of the Protected Property.

(b) Prevention. Prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement or the Mitigation Plan Instruments.

(c) Restoration. Restore any areas or features of the Protected Property in accordance with the provisions of the Mitigation Plan Instruments.

(d) Monitoring. Allow the Grantee or Grantee's designee to enter upon the Protected Property at reasonable times in order to insure Grantor's compliance with the terms of this Conservation Easement. This includes a right of entry to the U.S. Army Corps of Engineers.

4. **PROHIBITED USES**. Grantor and Grantee intend that this Conservation Easement will confine the use of the Protected Property to Permitted Uses, including, without limitation, those involving wildlife habitat, ecological research, recreation and public education, as are consistent with the purpose of this Conservation Easement and the Mitigation Plan Instruments. Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement or the Mitigation Plan Instruments is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Structures. There shall be no construction or placing of any permanent structure on the Protected Property unless agreed to by the parties to the Mitigation Plan Instruments. The term "structure" includes any house, garage, barn, recreational courts or playing fields, landing strip, mobile home, swimming pool, antenna, storage tank, tower, or lights. The term structure does not include hard surfaced or gravel walking trails, temporary hunting blinds, wildlife habitat installations or hydrologic control structures.

(b) Mining. Exploration for oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface, except as may be permitted or required by the Permits;

(c) Soil and Water. There shall be no use or activity that causes or is likely to cause significant soil degradation or significant depletion or pollution of any surface or subsurface waters.

(d) Watershed and Wetlands. There shall be no draining, filling, dredging, diking or other alteration of any wetland areas in any of the designated floodplain areas of the Protected Property except as may be necessary for the maintenance of the wetland, prairie, and forested conditions on the Protected Property, or to provide for crossings to move farm equipment from one portion of the Protected Property to another portion of the Protected Property or to property that adjoins the Protected Property.

(e) Topography. There shall be no ditching, draining, diking, filling,

excavating, sod, sand, gravel, rock, or other materials, or any change in the topography of the Protected Property in any manner except as may be necessary for the creation or maintenance of the wetland, prairie, and forested conditions on the Protected Property, as approved by the U.S. Army Corps of Engineers and as may be necessary to provide for crossings to move farm equipment from one portion of the Protected Property to another portion of the Protected Property or to property that adjoins the Protected Property. This provision shall not be used in any way to limit or preclude the construction of erosion control terraces, catch basins or waterways that are necessary to meet or exceed conservation control requirements for the protection of the topsoil on the Protected Property.

(f) Plowing. There shall be no tilling or plowing of the Protected Property unless agreed to by the parties to the Mitigation Plan Instruments.

(g) Dumping. There shall be no dumping of trash, garbage, hazardous or toxic substances on the Protected Property.

(h) Roads. There shall be no building of new roads involving excavation of the surface or establishment of other rights-of-way on the Protected Property. This does not preclude the creation of nature trails, hiking or riding trails on the Protected Property or service roads as necessary to access the Protected Property for performance of approved activities.

(i) Timber Harvest. There shall be no commercial timber harvest from the Protected Property unless deemed necessary for the maintenance of the desired wetland, prairie, and forested conditions on the Protected Property, as approved by the U.S. Army Corps of Engineers.

(j) Grazing. The Protected Property shall not be grazed by livestock unless deemed necessary for the maintenance of the desired wetland, prairie, and forested conditions on the Protected Property, as approved by the U.S. Army Corps of Engineers.

(k) Commercial Activities. Commercial activities shall not be permitted on the Protected Property either by Grantor, Grantee or their respective agents, personal representatives, heirs, successors and/or assigns. Wetland and stream mitigation Plan activities are not considered commercial activities. Hunting and fishing by Grantor and its non-paying guests shall be permitted.

(l) Animal Confinement. There shall be no commercial confinement of livestock, swine or poultry on the Protected Property.

(m) Utilities. Installation of new utilities is prohibited, except that the Grantor and/or Grantee may install such new utilities and maintain such existing utilities as may be necessary for permitted uses of the Protected Property or adjacent property as long as such installation is not inconsistent with the purposes of this Conservation Easement or the Mitigation Plan Instruments and is done in such a manner as to minimize to the greatest extent possible any impact on soils. 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.

(n) Water Rights. Grantor shall retain all water rights necessary for maintenance of the Protected Property in its natural condition and shall not transfer, encumber, lease, sell, or otherwise separate such quantity of water rights from title to the Protected Property.

5. **GRANTOR'S RESERVED RIGHTS**. Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Protected Property, including the right to engage in, all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement or the Mitigation Plan Instruments. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) Ecosystem Restoration Activities. Grantor may undertake any activities with the purpose of establishing and maintaining the desired wetland, prairie, and forested land uses on the Protected Property, as described in the Mitigation Plan Instruments. This shall include, but is not limited to, mowing undesirable vegetation, prescribed burns, and the removal of invasive species.

(b) Conveyance. Grantor may sell, give, mortgage, lease or otherwise convey the Protected Property provided that such conveyance is subject to this Conservation Easement and written notice is provided to the Grantee.

(c) Timber. Cutting of trees and woody shrubs may be accomplished to maintain the desired wetland, prairie, and forested character of the Protected Property, to maintain fences and to prevent invasion of woody plants on the site. Trees cut for authorized purposes may be utilized for personal use as firewood or for habitat enhancement.

(d) Fences. Grantor shall be responsible for complying with Kansas fence laws. Grantor may construct, repair, replace, maintain, improve or remove any additional fencing as the Grantor deems necessary to secure the Protected Property.

(e) Signs. Grantor may place interpretive signs and "no hunting or trespassing without written permission" or similar signs on the Protected Property.

(f) Educational Use. Grantor may make the Protected Property accessible to the public to enjoy the ecological, open space, aesthetic and conservation benefits of this Conservation Easement and to learn about the benefits of conservation efforts in general.

(g) Vehicles. Motorized vehicles may be operated on the Protected Property to perform restoration and maintenance of the desired wetland, prairie and forested land uses, to maintain the Protected Property, and to remove trees and shrubs in order to maintain the character of the Protected Property. Use of permitted vehicles shall be in a manner that will minimize impact on native vegetation in the areas on the Protected Property which is not in agricultural production activities.

(h) Rights to Enjoyment. Grantor retains the right to the enjoyment of the

Protected Property consistent with the terms of this Conservation Easement and the Mitigation Plan Instruments.

6. **NOTICE AND APPROVAL.** Grantor agrees to notify the Grantee prior to undertaking any activity not specified in Section 5 that may have a material adverse impact on the conservation values of the Protected Property. Also, Grantor agrees to notify the Grantee prior to undertaking any activity covered by paragraph 5(b). Whenever notice is required hereunder, Grantor shall notify the Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment whether to approve the activity based on its consistency with the purpose of this Conservation Easement.

7. **VIOLATIONS AND CURE PERIOD.** If the Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, the Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee. Grantor shall either (a) cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, begin to curing such violation within the thirty (30) day period and diligently pursue such cure to completion or (b) dispute such finding and invoke the mediation provisions hereof. If Grantor invokes the mediation provisions hereof, Grantor shall cease (or forebear from taking) the disputed activity until such dispute is resolved.

8. **MEDIATION.** If a dispute arises between the Grantor, Grantee or U.S. Army Corps of Engineers concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, any such party may refer the dispute to mediation by request made in writing to the other parties. Upon such a request by the Grantee or U.S. Army Corps of Engineers, Grantor agrees that, pending resolution of the dispute, Grantor shall not proceed with the planned activity. Within ten (10) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, each appoint a person to act as a mediator. Those persons shall select an additional person, and that person shall mediate the dispute subject to the following guidelines:

(a) **Purpose.** The purpose of any mediation will be to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation shall not result in any express or de facto modification or amendment of the terms, conditions, or restriction of this Conservation Easement.

(b) **Participation.** The mediator may meet with the parties and their counsel jointly or individually. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as

requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(d) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute:

(e) Costs. The Grantor shall be liable for all costs arising from mediation.

9. **REMEDIES**. In the event that any dispute arising out of this Conservation Easement is not timely cured or resolved by way of the aforementioned mediation process (or Grantor refuses to forebear from a disputed activity), the Grantee may seek a resolution of such dispute (or failure to forebear) through any remedy available at law or in equity. The parties' rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement.

10. **INJUNCTIVE RELIEF**. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Grantee shall be entitled to pursue injunctive relief, both prohibitive and mandatory, in addition to any other relief to which the Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. If the Grantee is required to bring an action to enjoin any violation, by temporary or permanent injunction, such relief may be sought *ex parte*, if necessary, and without need for a bond. Any mandatory injunction may require the restoration of the Protected Property to the condition that existed prior to any violation.

11. **NO WAIVER**. Forbearance by the Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

12. **ACTS BEYOND GRANTOR'S CONTROL**. Nothing contained in this Conservation Easement or the Mitigation Plan Instruments shall be construed to entitle the Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If practicable, before (or, if not, as soon after as possible) taking any emergency action

in connection with the Protected Property, Grantor shall notify the Grantee by the best means practical.

13. **NO PUBLIC DEDICATION OR ACCESS.** THIS DECLARATION IS NOT A PUBLIC DEDICATION, AND NO RIGHT OF ACCESS BY THE GENERAL PUBLIC TO ANY PORTION OF THE PROTECTED PROPERTY IS CONVEYED OR CONTEMPLATED BY THIS DECLARATION. GRANTOR FURTHER COVENANTS NOT TO HOLD ANY PORTION OF THE PROPERTY OPEN TO GENERAL USE BY THE PUBLIC.

14. **COSTS, LIABILITIES, TAXES, AND INSPECTION FEES.** Grantor shall be responsible for all expenses associated with the Protected Property and compliance with the terms of this Conservation Easement including, but not limited to, the following:

(a) **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and all such activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

(b) **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of payment upon request.

(c) **Inspection Fee.** Grantor will pay to the Grantee an annual payment governed by a separate services agreement, a copy of which will accompany this easement at the time of recordation.

15. **ENVIRONMENTAL COMPLIANCE.** Grantor shall be responsible for compliance with all environmental laws and regulations in connection with the Protected Property, and in connection therewith, agrees as follows:

(a) **Representation and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

(i) No substance defined, listed, or otherwise classified pursuant to any environmental act as solid, hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Protected Property;

(ii) There are not now any underground storage tanks located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Protected Property;

(iii) Grantor and the Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use;

(iv) There is no pending or threatened litigation in any way affecting, involving, or relating to the Protected Property; and

(v) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Protected Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceeding, investigations, notices, claims, demands, or orders.

(b) Removal and Remediation. If, at any time, there occurs, or has occurred, a release, threatened release, or presence in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any environmental act as solid, hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and/or removal and remediation, including any cleanup that may be required.

(c) Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of the Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of any environmental act.

(d) "Environmental Act" Defined. As used in this Conservation Easement, the term "environmental act" includes, but is not limited to, the Comprehensive Response, Compensation and Liability Act (CERCLA), the Resource, Conservation and Recovery Act (RCRA), or successor statutes to either, their state or local counterparts or any federal, state, or local enactment or regulation relating to the clean up, disposal or control of waste, or any other federal, state or local enactment or regulation relating to the protection of the environment, or the protection of natural resources such as air, water or soil or relating to the protection of human health and welfare. The term also includes any rule of common law, including but not limited to nuisance, relating to any of the above.

16. CONDEMNATION. If all or any part of the Protected Property is threatened to be taken by the exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, in a manner that would terminate this Conservation Easement, in whole or in part, the Grantee and U.S. Army Corps of Engineers shall be notified immediately upon receipt of such notice by the Grantor.

17. ASSIGNMENT. Grantor shall be free to assign or otherwise transfer all or part of any interest it may have from time to time in and to the Protected Property. At any given

time, the holder of the fee interest in the Protected Property shall be the "Grantor" hereunder. Grantor shall also be free to assign, outsource or otherwise transfer all or part of its rights and obligations under this Conservation Easement to any third party that has the technical expertise and financial ability to carry out the obligations of Grantor hereunder. Grantor shall give the Grantee prior written notice of any intended assignment of any interest in the Protected Property and/or of any rights or obligations under this Conservation Easement.

18. **ESTOPPEL CERTIFICATES.** Upon request by Grantor, the Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of the Grantee's knowledge, that Grantor is in compliance with all obligations of Grantor contained in this Conservation Easement or otherwise evidences the status of this Conservation Easement. Such certification shall be limited to the condition of the Protected Property as of the Grantee's most recent inspection; provided, however, if Grantor request more current documentation, the Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor written request therefor.

19. **NOTICES.** Any notice, demand, request, consent, approval, or communication that may or is required to be given pursuant to the terms hereof shall be in writing and either served personally, sent by way of recognized national overnight delivery service or sent by first class mail, postage prepaid. Notices to the Grantor or Grantee shall be addressed as follows:

To Grantor: Prairie Center Development, L.L.C.
 1074 W. Santa Fe
 Olathe, Kansas 66061

To Grantee: James Drake
 c/o Midwest Mitigation Oversight Association
 21301 Shelby Lane
 Belton, MO 64012

or to such other address as the Grantor or Grantee from time to time shall designate by written notice to the other. Notice to any other person or entity shall be sent to that person's or entity's Missouri office address.

20. **RECORDATION.** Grantor shall record this Instrument in timely fashion in the official records of the Recorder of Deeds in Johnson County, Kansas, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

21. **GENERAL PROVISIONS.** The following general provisions shall be controlling:

(a) **Term.** Unless otherwise cancelled and terminated, this Conservation Easement and all rights and obligations created hereby shall be perpetual.

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

(c) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed to affect the purpose of this Conservation Easement and to promote the conservation values set forth herein. If any provision in this Instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(d) Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(e) Entire Expression of Intent. This Instrument sets forth the entire expression of intent of the Grantor with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the subject matter of this Conservation Easement, all of which are merged herein. No alteration or variation of this Instruments shall be valid or binding unless contained in an amendment that complies with the provision hereof.

(f) No Forfeiture. Nothing contained herein is intended to or shall result in a forfeiture or transfer of Grantor's title to the public or any third party in any respect without the affirmative action of Grantor.

(g) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon Grantor, Grantee and their respective successors and assigns, and shall inure to the benefit of the Protected Property, and shall continue as a servitude running in perpetuity with the Protected Property unless terminated by the Grantor with the prior written consent of the Grantee. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and Grantee and their successors, and assigns.

(h) Termination of Rights and Obligations. Grantor's rights and obligations under this Conservation Easement shall terminate upon transfer of the Grantor's interest in this Conservation Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this Instrument have been inserted solely for convenience of reference and are not a part of these Instruments and shall have no effect upon construction or interpretation.

(j) Dissolution/Unenforceability. Upon the dissolution of the Grantee or any finding by a court of competent jurisdiction that Grantee is unable to enforce this Conservation Easement in accordance with its terms, all rights hereunder shall be distributed and/or transferred to a "Holder" (as that term is defined in the Kansas Uniform Conservation Easement Act) designated by a court of competent jurisdiction.

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

IN WITNESS WHEREOF, the parties have executed this Conservation Easement as of the day and year first above written.

PRAIRIE CENTER DEVELOPMENT, L.L.C.

By: T. E. Bleakley

Name: Todd E. Bleakley

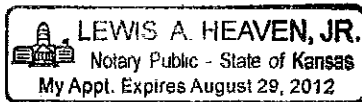
Title: Member / Manager

"GRANTOR"

STATE OF JOHNSON)
) SS.
COUNTY OF KANSAS)

On this 19 day of April, 2011, before me appeared Todd E. Bleakley to me personally known, who being by me duly sworn did say that he is a representative of **Prairie Center Development, L.L.C.**, that said Instruments was signed on their authority, and they acknowledged said Instruments to be a free act and deed of their own.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Lewis A. Heaven, Jr.
Notary Public

My Commission Expires:

8/29/12

**MIDWEST MITIGATION OVERSIGHT
ASSOCIATION, INC.,** a Missouri non-profit

By: _____

Name: _____

Title: _____

*James D. Drake**James D. Drake**President*

"GRANTEE"

STATE OF *Missouri*COUNTY OF *Jackson*)
) SS.
)

On this 26 day of April, 2011, before me appeared James D. Drake, to me personally known, who being by me duly sworn did say that he is the President of **MIDWEST MITIGATION OVERSIGHT ASSOCIATION, INC.**, a Missouri non-profit corporation, and that said Instruments was signed on behalf of said corporation by authority of its board of directors, and he acknowledged said Instruments to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

Kathy Reynolds

My Commission Expires:

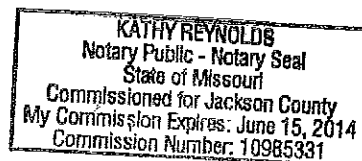
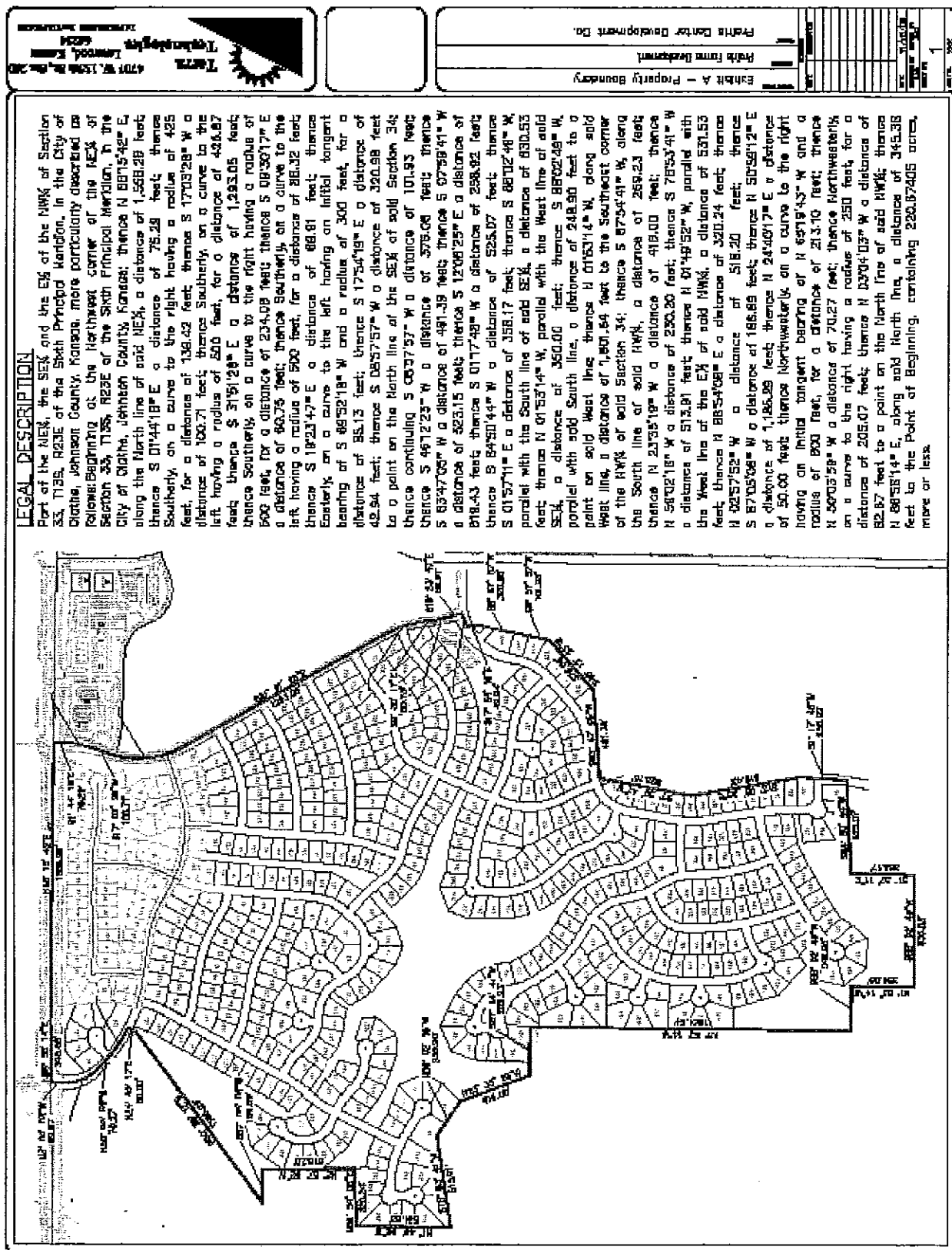
June 15th, 2014

Exhibit "A" **Legal Description of Property**



LEGAL DESCRIPTION

Part of the NE¼, the SE¼ and the E½ of the NW¼ of Section 33, T13S, R23E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the NE¼ of Section 33, T13S, R23E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; thence N 88°15'42" E, along the North line of said NE¼, a distance of 1,558.26 feet; thence S 01°44'18" E a distance of 75.29 feet; thence Southerly, on a curve to the right having a radius of 425 feet, for a distance of 139.42 feet; thence S 17°03'28" W a distance of 100.71 feet; thence Southerly, on a curve to the left having a radius of 500 feet, for a distance of 426.87 feet; thence S 31°51'28" E a distance of 1,293.05 feet; thence Southerly, on a curve to the right having a radius of 600 feet, for a distance of 234.08 feet; thence S 09°30'17" E a distance of 60.75 feet; thence Southerly, on a curve to the left having a radius of 500 feet, for a distance of 86.32 feet; thence S 19°23'47" E a distance of 69.91 feet; thence Easterly, on a curve to the left having an initial tangent bearing of S 69°52'18" W and a radius of 300 feet, for a distance of 85.13 feet; thence S 17°54'19" E a distance of 42.94 feet; thence S 08°57'57" W a distance of 320.98 feet to a point on the North line of the SE¼ of said Section 34; thence continuing S 08°57'57" W a distance of 101.93 feet; thence S 46°12'23" W a distance of 376.08 feet; thence S 83°47'05" W a distance of 491.39 feet; thence S 07°59'41" W a distance of 523.15 feet; thence S 12°08'25" E a distance of 619.43 feet; thence S 01°17'48" W a distance of 258.92 feet; thence S 84°50'44" W a distance of 525.07 feet; thence S 01°57'11" E a distance of 358.17 feet; thence S 88°02'49" W, parallel with the South line of said SE¼, a distance of 630.53 feet; thence N 01°53'14" W, parallel with the West line of said SE¼, a distance of 350.00 feet; thence S 88°02'49" W, parallel with said South line, a distance of 248.90 feet to a point on said West line; thence N 01°53'14" W, along said West line, a distance of 1,801.64 feet to the Southeast corner of the NW¼ of said Section 34; thence S 87°54'41" W, along the South line of said NW¼, a distance of 269.23 feet; thence N 23°35'19" W a distance of 416.00 feet; thence N 59°02'18" W a distance of 230.20 feet; thence S 78°53'41" W a distance of 513.91 feet; thence N 01°49'52" W, parallel with the West line of the E½ of said NW¼, a distance of 531.53 feet; thence N 86°54'08" E a distance of 320.24 feet; thence N 02°57'52" W a distance of 518.20 feet; thence S 87°05'08" W a distance of 186.89 feet; thence N 50°59'12" E a distance of 1,185.29 feet; thence N 24°40'17" E a distance of 50.00 feet; thence Northwesterly, on a curve to the right having an initial tangent bearing of N 65°19'43" W and a radius of 800 feet, for a distance of 213.10 feet; thence N 50°03'59" W a distance of 70.27 feet; thence Northwesterly, on a curve to the right having a radius of 250 feet, for a distance of 205.07 feet; thence N 03°04'03" W a distance of 82.67 feet to a point on the North line of said NW¼; thence N 86°56'14" E, along said North line, a distance of 345.38 feet to the Point of Beginning, containing 220.67405 acres, more or less.

Exhibit "B"
Legal Description of Protected Property

WETLANDS

All that part of the Northeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 33; thence North 88 degrees 16 minutes 06 seconds East, along the North line of the Northeast Quarter of said Section 33, a distance of 162.36 feet; thence South 1 degree 43 minutes 54 seconds East, a distance of 1789.69 feet, to the point of beginning; thence South 15 degrees 48 minutes 34 seconds East, a distance of 151.36 feet; thence South 57 degrees 19 minutes 50 seconds East, a distance of 73.53 feet; thence South 36 degrees 54 minutes 12 seconds East, a distance of 54.10 feet; thence South 64 degrees 20 minutes 26 seconds East, a distance of 74.49 feet; thence North 85 degrees 37 minutes 46 seconds East, a distance of 131.65 feet; thence North 34 degrees 57 minutes 38 seconds East, a distance of 53.33 feet; thence North 82 degrees 36 minutes 55 seconds East, a distance of 39.92 feet; thence North 21 degrees 44 minutes 35 seconds East, a distance of 67.21 feet; thence North 9 degrees 42 minutes 44 seconds East, a distance of 43.56 feet; thence North 81 degrees 18 minutes 30 seconds East, a distance of 64.00 feet; thence South 46 degrees 12 minutes 18 seconds East, a distance of 175.39 feet; thence South 59 degrees 57 minutes 59 seconds East, a distance of 119.52 feet; thence South 78 degrees 09 minutes 33 seconds East, a distance of 128.38 feet; thence South 17 degrees 36 minutes 11 seconds West, a distance of 79.36 feet; thence North 73 degrees 24 minutes 54 seconds West, a distance of 144.26 feet; thence South 81 degrees 09 minutes 07 seconds West, a distance of 53.89 feet; thence South 66 degrees 25 minutes 43 seconds West, a distance of 142.48 feet; thence South 88 degrees 39 minutes 01 seconds West, a distance of 459.41 feet; thence North 69 degrees 52 minutes 24 seconds West, a distance of 196.91 feet; thence North 15 degrees 39 minutes 26 seconds East, a distance of 262.10 feet; thence North 37 degrees 03 minutes 34 seconds East, a distance of 106.40 feet, to the point of beginning, containing 4.17 acres more or less.

SOUTH GREEN SPACE

All that part of the Southeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 33; thence South 1 degree 53 minutes 21 seconds East, along the West line of the Southeast Quarter of said Section 33, a distance of 1158.58 feet, to the point of beginning; thence North 88 degrees 06 minutes 46 seconds East, a distance of 103.47 feet; thence South 18 degrees 14 minutes 14 seconds East, a distance of 337.46 feet; thence South 47 degrees 11 minutes 55 seconds East, a distance of 103.22 feet; thence South 8 degrees 46 minutes 19 seconds West, a distance of 211.02 feet; thence South 41 degrees 14 minutes 15 seconds East, a distance of 181.90 feet; thence North 88 degrees 45 minutes 17 seconds East, a distance of 181.37 feet; thence North 41 degrees 14 minutes 01 seconds East, a distance of 280.04 feet; thence North 56 degrees 35 minutes 20 seconds East, a distance of 185.21 feet; thence South 1 degree 57 minutes 11 seconds East, a distance of 546.81 feet; thence South 88 degrees 02 minutes 49 seconds West, a distance of 630.52 feet; thence North 1 degree 53 minutes 14 seconds West, a distance of 350.00 feet; thence South 88 degrees 02 minutes 49 seconds West, a distance of 248.90 feet, to a point on the West line of the Southeast Quarter of said Section 33; thence North 1 degree 53 minutes 21 seconds West, along the West line of the Southeast Quarter of said Section 33, a distance of 643.04 feet, to the point of beginning, containing 8.01 acres more or less.

NORTH GREEN SPACE

All that part of the Northeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 33; thence North 88 degrees 16 minutes 06 seconds East, along the North line of the Northeast Quarter of said Section 33, a distance of 162.36 feet; thence South 1 degree 43 minutes 54 seconds East, a distance of 1789.69 feet, to the point of beginning; thence South 50 degrees 27 minutes 41 seconds East, a distance of 228.93 feet; thence South 72 degree 11 minutes 40 seconds East, a distance of 119.43 feet; thence North 72 degrees 53 minutes 52 seconds East, a distance of 145.24 feet; thence South 21 degrees 44 minutes 35 seconds West, a distance of 67.21 feet; thence South 82 degrees 36 minutes 55 seconds West, a distance of 39.92 feet; thence South 34 degrees 57 minutes 38 seconds West, a distance of 53.33 feet; thence South 85 degrees 37 minutes 46 seconds West, a distance of 131.65 feet; thence North 64 degrees 20 minutes 26 seconds West, a distance of 74.49 feet; thence North 36 degrees 54 minutes 12 seconds West, a distance of 54.10 feet; thence North 57 degrees 19 minutes 50 seconds West, a distance of 73.53 feet; thence North 15 degrees 48 minutes 34 seconds West, a distance of 151.36 feet, to the point of beginning, containing 0.81 acres more or less.

MIDDLE GREEN SPACE

All that part of the Northeast Quarter, Southeast Quarter and Northwest Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 33; thence South 1 degrees 53 minutes 24 seconds East, along the West line of the Northeast Quarter of said Section 33, a distance of 1947.16 feet, to the point of beginning; thence North 48 degrees 44 minutes 27 seconds East, a distance of 117.09 feet; thence South 15 degrees 39 minutes 26 seconds West, a distance of 262.10 feet; thence South 69 degrees 52 minutes 24 seconds East, a distance of 196.91 feet; thence North 88 degrees 39 minutes 01 seconds East, a distance of 385.42 feet; thence South 3 degrees 06 minutes 00 seconds East, a distance of 599.72 feet; thence North 54 degrees 54 minutes 02 seconds West, a distance of 143.03 feet; thence North 36 degrees 41 minutes 50 seconds West, a distance of 109.83 feet; thence North 19 degrees 36 minutes 33 seconds West, a distance of 254.87 feet; thence North 45 degrees 07 minutes 00 seconds West, a distance of 177.24 feet; thence North 68 degrees 43 minutes 13 seconds West, a distance of 235.97 feet; thence South 64 degrees 39 minutes 09 seconds West, a distance of 170.52 feet; thence South 17 degrees 40 minutes 35 seconds West, a distance of 173.62 feet; thence South 2 degrees 05 minutes 19 seconds East, a distance of 289.08 feet, to a point on the South line of the Northwest Quarter of said Section 33, said point being 214.30 feet West, of the Southeast corner of the Northwest Quarter of said Section 33; thence South 87 degrees 54 minutes 41 seconds West, along the South line of the Northwest Quarter of said Section 33, a distance of 54.93 feet; thence North 23 degrees 35 minutes 19 seconds West, a distance of 394.22 feet; thence North 43 degrees 06 minutes 08 seconds East, a distance of 201.52 feet; thence North 48 degrees 44 minutes 27 seconds East, a distance of 352.49 feet, to the point of beginning, containing 5.81 acres more or less.

WEST GREEN SPACE

All that part of the Northwest Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 33; thence South 1 degree 53 minutes 24 seconds East, along the East line of the Northwest Quarter of said Section 33, a distance of 609.39 feet; thence South 88 degree 06 minutes 36 seconds West, a distance of 110.49 feet, to the point of beginning; thence South 27 degrees 07 minutes 37 seconds West, a distance of 620.51 feet; thence North 60 degrees 15 minutes 05 second West, a distance of 157.12 feet; thence South 72 degrees 00 minutes 09 seconds West, a distance of 165.16 feet; thence South 31 degrees 54 minutes 55 seconds West, a distance of 303.40 feet; thence North 53 degrees 11 minutes 30 seconds West, a distance of 125.19 feet; thence North 3 degrees 05 minutes 54 seconds West, a distance of 200.44 feet; thence North 51 degrees 09 minutes 33 seconds East, a distance of 526.14 feet; thence North 59 degrees 42 minutes 06 seconds East, a distance of 434.26 feet; thence South 56 degrees 46 minutes 40 seconds East, a distance of 75.48 feet, to the point of beginning, containing 5.70 acres more or less.

TRACT 1

All that part of the Northwest Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 33; thence South 1 degree 53 minutes 24 seconds East, along the East line of the Northwest Quarter of said Section 33, a distance of 609.39 feet; thence South 88 degrees 06 minutes 36 seconds West, a distance of 110.49 feet, to the point of beginning; thence North 56 degrees 46 minutes 40 seconds West, a distance of 75.48 feet; thence North 36 degrees 55 minutes 14 seconds East, a distance of 140.00 feet; thence South 55 degrees 56 minutes 09 seconds East, a distance of 50.00 feet; thence South 22 degrees 31 minutes 17 seconds West, a distance of 20.00 feet; thence South 27 degrees 07 minutes 37 seconds West, a distance 120.00 feet, to the point of beginning, containing 0.33 acres more or less.

TRACT 2

All that part of the Southeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 33; thence South 1 degree 53 minutes 21 seconds East, along the West line of the Southeast Quarter of said Section 33, a distance of 1603.83 feet; thence North 88 degrees 06 minutes 39 seconds East, a distance of 878.80 feet, to the point of beginning; thence North 56 degrees 35 minutes 20 seconds East, a distance of 175.00 feet; thence South 8 degrees 23 minutes 14 seconds East, a distance of 271.63 feet; thence South 84 degrees 50 minutes 44 seconds West, a distance of 180.00 feet; thence North 1 degree 57 minutes 11 seconds West, a distance of 188.64 feet, to the point of beginning, containing 0.88 acres more or less.

TRACT 3

All that part of the Northwest Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 33; thence South 1 degree 53 minutes 24 seconds East, along the East line of the Northwest Quarter of said Section 33, a distance of 1719.86 feet; thence South 88 degrees 06 minutes 36 seconds West, a distance of 596.15 feet, to the point of beginning; thence South 24 degrees 40 minutes 30 seconds West, a distance of 95.00 feet; thence North 72 degrees 16 minutes 49 seconds West, a distance of 157.00 feet; thence North 24 degrees 15 minutes 55 seconds West, a distance of 43.22 feet; thence North 2 degrees 57 minutes 52 seconds West, a distance of 175.00 feet; thence South 44 degrees 30 minutes 55 seconds East, a distance of 195.36 feet; thence South 65 degrees 19 minutes 30 seconds East, a distance of 87.00 feet to the point of beginning, containing 0.61 acres more or less.

TRACT 4

All that part of the Northwest Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 33; thence South 1 degree 53 minutes 24 seconds East, along the East line of the Northwest Quarter of said Section 33, a distance of 1947.16 feet; thence South 48 degrees 44 minutes 27 seconds West, a distance of 12.49 feet, to the point of beginning; thence continuing South 48 degrees 44 minutes 27 West, a distance of 340.00 feet; thence South 43 degrees 06 minutes 08 seconds West, a distance of 30.00 feet; thence North 13 degrees 43 minutes 40 seconds East, a distance of 109.71 feet; thence North 26 degrees 02 minutes 13 seconds West, a distance of 152.34 feet; thence North 70 degrees 00 minutes 59 seconds West, a distance of 185.52 feet; thence North 61 degrees 39 minutes 26 seconds West, a distance of 78.16 feet; thence North 24 degrees 40 minutes 30 seconds East, a distance of 93.00 feet; thence South 61 degrees 56 minutes 01 seconds East, a distance of 135.24 feet; thence South 50 degrees 03 minutes 51 seconds East, a distance of 90.36 feet; thence South 74 degrees 05 minutes 16 seconds East, a distance of 184.46 feet; thence North 86 degrees 26 minutes 06 seconds East, a distance of 139.01 feet; thence South 41 degrees 15 minutes 33 seconds East, a distance of 25.00 feet, to the point of beginning, containing 1.40 acres more or less.

TRACT 5

All that part of the Southeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 33; thence North 87 degrees 51 minutes 44 seconds East, along the North line of the Southeast Quarter of said Section 33, a distance of 529.09 feet; thence South 2 degrees 08 minutes 16 seconds East, a distance of 76.26 feet, to the point of beginning; thence South 54 degrees 54 minutes 02 seconds East, a distance of 25.00 feet; thence South 35 degrees 05 minutes 58 seconds West, a distance of 142.00 feet; thence North 54 degrees 54 minutes 02 seconds West, a distance of 25.00 feet; thence North 35 degrees 05 minutes 58 seconds East, a distance of 142.00 feet, to the point of beginning, containing 0.08 acres more or less.

TRACT 6

All that part of the Southeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 33; thence North 87 degrees 51 minutes 44 seconds East, along the North line of the Southeast Quarter of said Section 33, a distance of 589.51, to the point of beginning; thence North 3 degrees 06 minutes 00 West, a distance of 56.22 feet; thence South 28 degrees 41 minutes 48 seconds East, a distance of 213.34 feet; thence South 42 degrees 56 minutes 51 seconds East, a distance of 78.57 feet; thence South 45 degrees 18 minutes 10 seconds East, a distance of 141.93 feet; thence South 33 degrees 49 minutes 04 seconds East, a distance of 56.64 feet; thence South 25 degrees 51 minutes 28 seconds East, a distance of 71.85 feet; thence South 15 degrees 12 minutes 47 seconds East, a distance of 43.00 feet; thence South 75 degrees 43 minutes 11 seconds West, a distance of 35.00 feet; thence North 22 degrees 21 minutes 20 seconds West, a distance of 91.22 feet; thence North 33 degrees 21 minutes 02 seconds West, a distance of 92.12 feet; thence North 46 degrees 14 minutes 20 seconds West, a distance of 89.41 feet; thence North 58 degrees 49 minutes 25 seconds West, a distance of 166.29 feet; thence North 15 degrees 36 minutes 40 seconds East, a distance of 18.00 feet; thence North 3 degrees 06 minutes 00 seconds West, a distance of 123.78 feet, to the point of beginning, containing 0.59 acres more or less.

TRACT 7

All that part of the Northeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 33; thence South 1 degree 56 minutes 49 seconds East, along the East line of the Northeast Quarter of said Section 33, a distance of 2361.32 feet; thence South 88 degrees 03 minutes 11 seconds West, a distance of 931.76 feet, to the point of beginning, said point being on the Southerly line of Prairie Farms, a subdivision of land now in the City of Olathe, Johnson County, Kansas; thence South 9 degrees 46 minutes 10 seconds West, a distance of 77.52 feet; thence North 80 degrees 03 minutes 10 seconds West, a distance of 146.95 feet; thence North 72 degrees 46 minutes 20 seconds West, a distance of 143.00 feet; thence North 68 degrees 00 minutes 10 seconds West, a distance of 86.59 feet; thence North 21 degrees 59 minutes 50 seconds East, a distance of 59.92 feet, to the Southwest corner of Lot 11 said Prairie Farms; thence South 63 degrees 41 minutes 45 seconds East, along the Southerly line of said Prairie Farms, a distance of 98.28 feet; thence South 76 degrees 04 minutes 10 seconds East, along said Southerly line, a distance of 184.16 feet; thence North 84 degrees 17 minutes 10 seconds East, along said Southerly line, a distance of 85.91 feet, to the point of beginning, containing 0.49 acres more or less.

TRACT 8

All that part of the Northeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 33; thence South 1 degree 56 minutes 49 seconds East, along the East line of the Northeast Quarter of said Section 33, a distance of 2249.77 feet; thence South 88 degrees 03 minutes 11 seconds West, a distance of 1326.88 feet, to the point of beginning, said point being the Southeast corner of Lot 12 Prairie Farms, a subdivision of land now in the City of Olathe, Johnson County, Kansas; thence South 21 degree 59 minutes 50 seconds West, a distance of 60.00 feet; thence North 68 degrees 00 minutes 10 seconds West, a distance of 90.00 feet; thence North 72 degrees 26 minutes 33 seconds West, a distance of 161.79 feet; thence North 81 degrees 40 minutes 17 seconds West, a distance of 92.45 feet; thence North 17 degrees 36 minutes 11 seconds East, a distance of 107.95 feet, to a point on the Southerly line of Prairie Farms II, a subdivision of land now in the City of Olathe, Johnson County, Kansas; thence South 74 degrees 49 minutes 20 seconds East, along said Southerly line, a distance of 94.97 feet; thence South 54 degrees 29 minutes 59 seconds East, along said Southerly line a distance of 74.79 feet; to the Southwest corner of Lot 13 said Prairie Farms; thence South 65 degrees 46 minutes 53 seconds East, along the Southerly line of said Prairie Farms, a distance of 182.52 feet, to the point of beginning, containing 0.63 acres more or less.

TRACT 9

All that part of the Northeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 33; thence South 1 degree 56 minutes 49 seconds East, along the East line of the Northeast Quarter of said Section 33, a distance of 991.07 feet; thence South 88 degrees 03 minutes 11 seconds West, a distance of 1692.24 feet, to the point of beginning; thence South 2 degrees 07 minutes 19 seconds West, along the Westerly line of Prairie Farms II, a subdivision of land now in the City of Olathe, Johnson County, Kansas, and its extensions, a distance of 504.00 feet; thence South 2 degrees 00 minutes 46 seconds West, along said Westerly line, a distance of 142.19 feet; thence South 13 degrees 20 minutes 46 seconds West, along said Westerly line a distance of 145.75 feet; thence South 29 degrees 17 minutes 56 seconds West, along said Westerly line, a distance of 56.54 feet; thence North 43 degrees 09 minutes 14 seconds West a distance of 106.00 feet; thence Northwesterly, along a curve to the left having a radius of 525.00 feet a central angle of 3 degrees 19 minutes 30 seconds a distance of 30.47 feet; thence North 27 degrees 06 minutes 41 seconds East, a distance of 119.42 feet; thence North 16 degrees 34 minutes 56 seconds East, a distance of 89.47 feet; thence North 4 degrees 12 minutes 06 seconds East, a distance of 549.54 feet; thence South 87 degrees 52 minutes 41 seconds East, a distance of 58.76 feet, to the point of beginning, containing 1.49 acres more or less.

SUBJECT TO THE FOLLOWING UTILITY EASEMENTS:

EAST EASEMENT

A tract of land in the Northeast Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 33; thence North 88 degrees 16 minutes 06 seconds East, along the North line of the Northeast Quarter of said Section 33, a distance of 447.77 feet; thence South 1 degree 43 minutes 54 seconds East, a distance of 2052.37 feet to the point of beginning; thence North 85 degrees 37 minutes 46 seconds East, a distance of 40.93 feet; thence North 34 degrees 57 minutes 38 seconds East, a distance of 49.15 feet; thence South 43 degrees 10 minutes 06 seconds East, a distance of 241.16 feet; thence South 66 degrees 25 minutes 43 seconds West, a distance of 19.51 feet; thence South 88 degrees 39 minutes 01 seconds West, a distance of 82.69 feet; thence North 43 degrees 10 minutes 06 seconds West, a distance of 195.02 feet, to the point of beginning, containing 0.39 acres more or less.

WEST EASEMENT

A tract of land in the Northwest Quarter of Section 33, Township 13, Range 23, now in the City of Olathe, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 33; thence South 1 degree 53 minutes 24 seconds East, along the East line of the Northwest Quarter of said Section 33, a distance of 1975.52 feet; thence South 88 degrees 06 minutes 36 seconds West, a distance of 34.56 feet to the point of beginning; thence South 12 degrees 10 minutes 14 seconds West, a distance of 228.98 feet; thence South 64 degrees 39 minutes 09 seconds West, a distance of 72.99 feet; thence South 17 degrees 40 minutes 35 seconds West, a distance of 64.70 feet; thence North 77 degrees 49 minutes 46 seconds West, a distance of 15.90 feet; thence North 12 degrees 10 minutes 14 seconds East, a distance of 230.00 feet; thence North 48 degrees 44 minutes 27 seconds East, a distance of 134.27 feet, to the point of beginning, containing 0.40 acres more or less.

Exhibit "C"**Baseline Documentation of Protected Property**

Upon acceptance by the United States Army Corps of Engineers that the mitigation site meets and/or exceeds permit conditions, the following features will be present at the Mitigation Site;

- (1) Enhancement and preservation of 3.33 acres of riparian buffer at the mitigation site;
- (2) Creation and preservation of 0.75 acres of emergent wetlands at the mitigation site;
- (3) Creation and preservation of 0.12 acres of vegetative filter strip at the mitigation site;
- (4) Preservation of 26.8 acres of existing wetlands, streams, riparian buffer, and upland buffer at the mitigation site;
- (5) Maintenance of steel posts signage at boundaries of mitigation site.