



8 0 2 5 6 4 1
Tx:4016534

2012R-01623
REGISTER OF DEEDS
WYANDOTTE COUNTY, KS
RECORDED ON
02/07/2012 2:44:00 PM
REC FEE: 30.00
TECHNOLOGY FEE: 26.00
PAGES: 13

13
56.00

(Space above reserved for Register of Deeds certification)

When Recorded
Return To:

Same

Husch Blackwell LLP
Attn: Nancy Payne
4801 Main Street
Suite 1000
Kansas City, MO 64112

<i>Title of Document:</i>	Conservation Easement
<i>Date of Document:</i>	January 24, 2012
<i>Grantor:</i>	Cerner Corporation
<i>Grantor's Mailing Address:</i>	2800 Rockcreek Parkway North Kansas City, MO 64117
<i>Grantee:</i>	Midwest Mitigation Oversight Association, Inc.
<i>Grantee's Mailing Address:</i>	21301 Shelby Lane Belton, MO 64012
<i>Legal Description:</i>	See Exhibit A-2

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 24th day of January, 2012, by Cerner Corporation, a Delaware for profit corporation, their successors and assigns, having an address of 2800 Rockcreek Parkway, North Kansas City, Missouri 64117 ("Grantor") to Midwest Mitigation Oversight Association, Inc., a Missouri non-profit corporation, its successors and assigns, 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 situated in Wyandotte County, KANSAS, more particularly described in Exhibit "A-2", attached hereto and incorporated herein ("Property"), and

WHEREAS, Department Permit No. 2011-862, 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 Permit requires 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 Permit to construct and operate the permitted activity, and as an inducement to Grantee and the Corps to issue the Permit, is willing to grant a perpetual Conservation Easement over the Property as shown on Exhibit "A-1"; 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:

- 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 of any structure or object (i.e., buildings, roads, above or below ground utilities, signs, billboards etc.) except to the extent that such construction, maintenance, or repair is necessary to maintain existing conditions, structures or utilities at the Property. One exception to this restriction is construction and maintenance activities within a defined area for a rock outfall structure necessary for project site storm water management purposes. A detailed description/drawing of this structure is attached to and part of this Conservation Easement as Exhibit "A-3."
- 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 KANSAS;
- 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 purposes of construction, maintenance and upkeep as described in Section 3(a) above, or as otherwise may be permitted or required by the Permit;

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 a competent taxing authority on the Property.

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

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

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 Wyandotte County, KANSAS, and shall re-record it at any time Grantee or the 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 Wyandotte County, KANSAS. 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 reasonable 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 Permit.

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.

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 Wyandotte County, KANSAS. 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 Wyandotte County, KANSAS, 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 KANSAS.

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 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 Grantor has executed this Conservation Easement this 24th day of January, 2012.

Signed in the presence of:

GRANTOR:

Lynn Marasco
Print Witness Name: Lynn Marasco

CERNER CORPORATION
By: [Signature]
Print: MARC G NAUGHTON
Title: Exec VP + CFO

The foregoing Conservation Easement was acknowledged before me this 24th day of JANUARY, 2012, by MARC G NAUGHTON as Exec VP + CFO of CERNER CORPORATION who is personally known to me or has produced DRIVERS LICENSE as identification.

My Commission Expires:
LINDA L. MINTHORN
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned in Clay County
Commission # 09465510
My Commission Expires Feb. 5, 2013

Linda L. Minthorn
NOTARY PUBLIC

IN WITNESS WHEREOF, the Grantee accepts this Conservation Easement this 24 day of January, 2012.

Signed in the presence of:

GRANTEE:

David L. Flick
Print Witness Name: David L. Flick

Midwest Mitigation Oversight Association Inc.
By: [Signature]
Print: James D. Drake
Title: President

STATE OF KANSAS / Missouri KR
COUNTY OF Jackson

The foregoing Conservation Easement was acknowledged before me this 24 day of January, 2012, by James D Drake as President of Midwest Mitigation Oversight Assoc who is personally known to me or has produced _____ as identification.

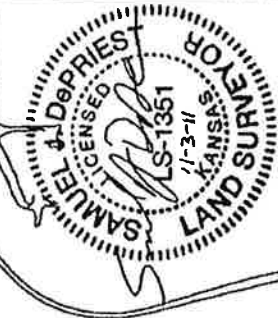
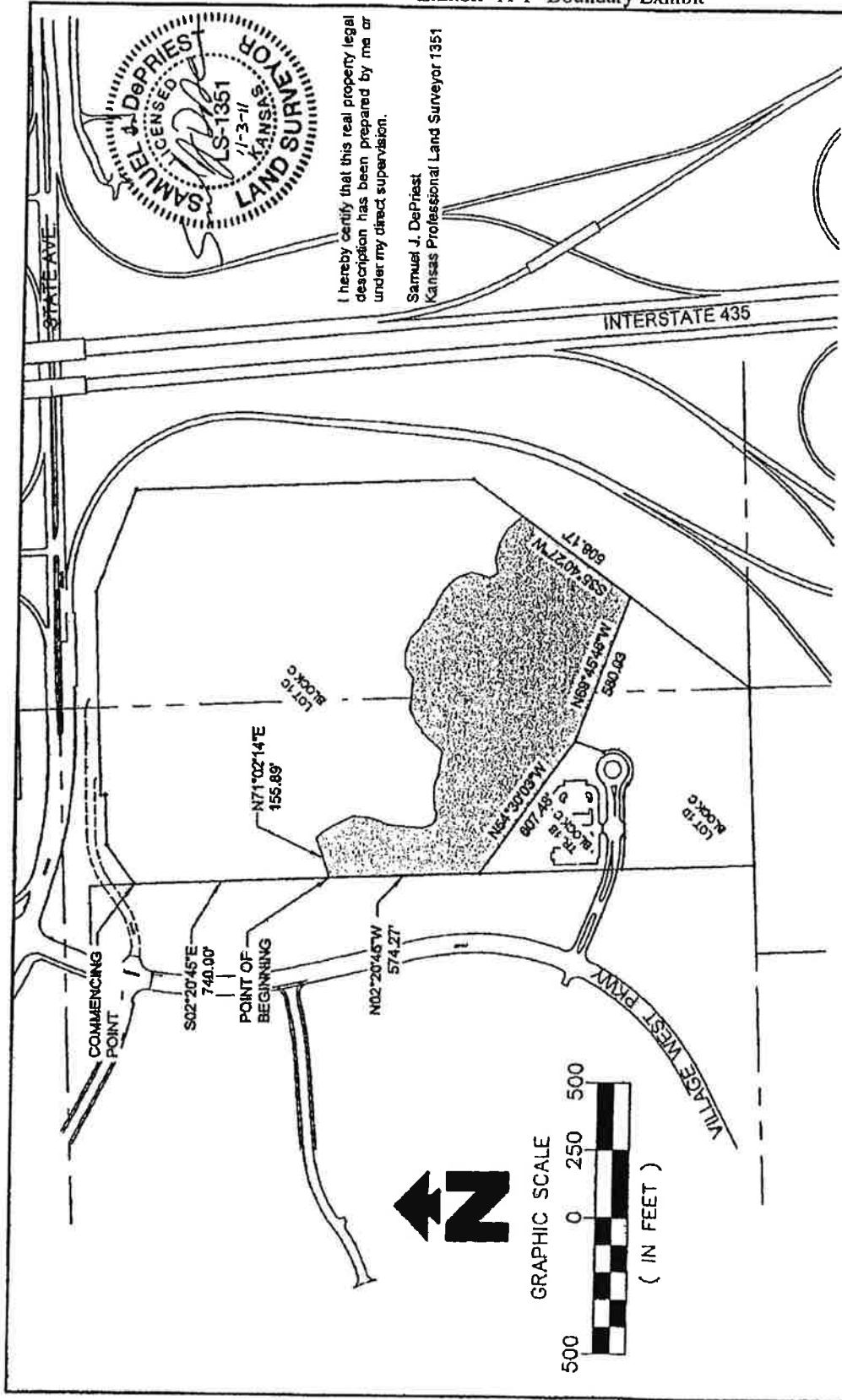
My Commission Expires: June 15 2014

KATHY REYNOLDS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: June 15, 2014
Commission Number: 10985331

Kathy Reynolds
NOTARY PUBLIC

Exhibit "A-1"
Boundary Exhibit

Exhibit "A-1" Boundary Exhibit



I hereby certify that this real property legal description has been prepared by me or under my direct supervision.

Samuel J. DePriest
Kansas Professional Land Surveyor 1351

1006 PARALLEL PARKWAY
KANSAS CITY, KANSAS 66609
9000 STATE LINE ROAD
LEAWOOD, KANSAS 66206
TEL (913) 642-6642
FAX (913) 642-6941
www.coengineering.com



CONSERVATION EASEMENT
LOT 1C, BLOCK C, TOURISM DISTRICT
KANSAS CITY, WYANDOTTE COUNTY, KANSAS
NOVEMBER 3, 2011



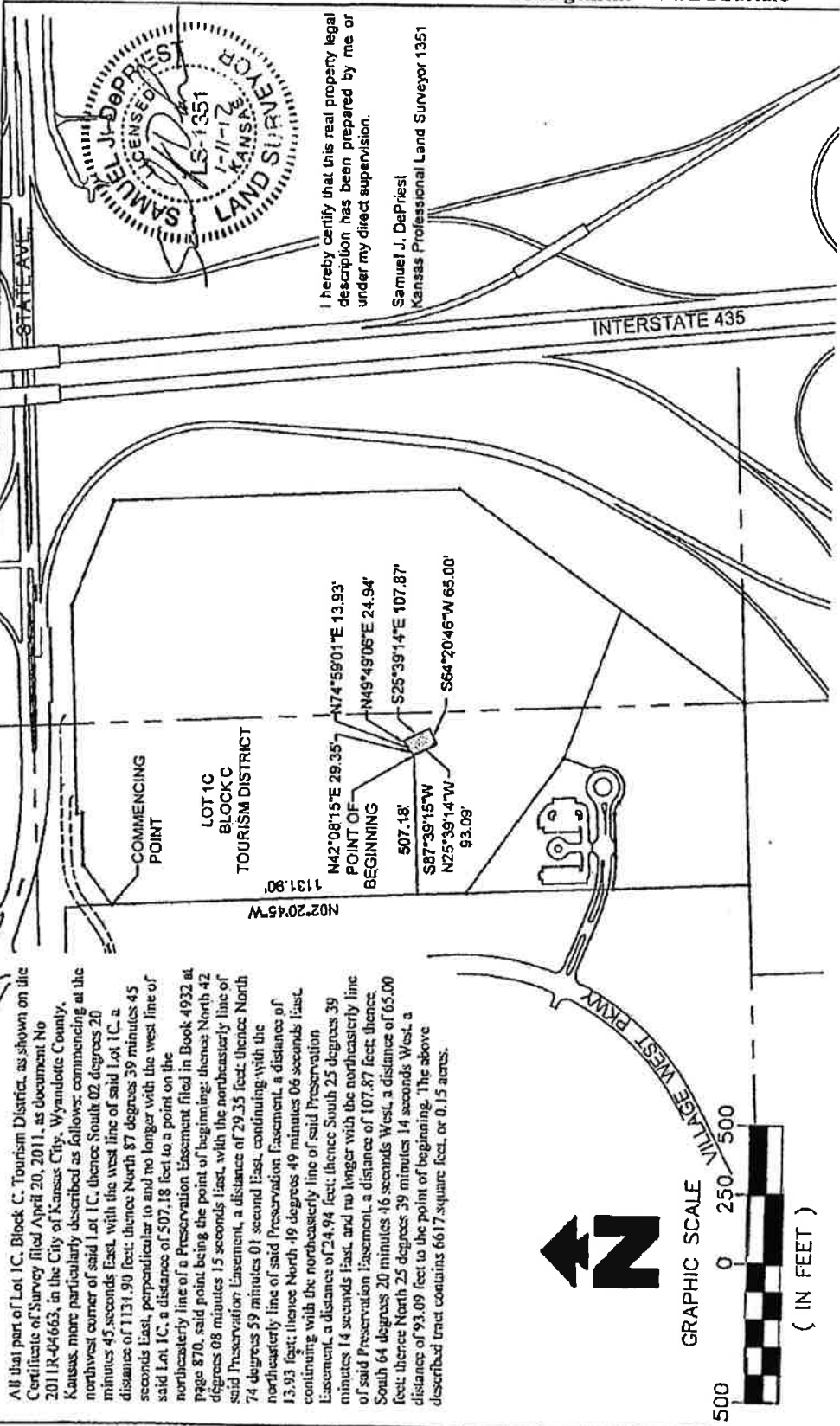
Exhibit "A-2"
Legal Description of Property

Exhibit "A-2"
Legal Description of Property

All that part of Lot 1C, Block C, TOURISM DISTRICT, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, as shown on Certificate of Survey / Lot Split recorded April 20, 2011 as Document 2011R-04663, being more particularly described as follows: commencing at the Northwest corner of Lot 1C, Block C, TOURISM DISTRICT, said point lying on the south right-of-way of State Avenue (US 24/40 Highway), thence South 02 degrees 20 minutes 45 seconds East, with the west line of said Lot 1C, a distance of 740.00 feet to the point of beginning; thence North 71 degrees 02 minutes 14 seconds East, no longer with the west line of said Lot 1C, a distance of 155.89 feet to a point lying 100 feet Northeasterly of the thread of Little Turkey Creek, as shown on topographical survey, prepared by Western Air Maps, Job #9799, dated November 30, 2001; thence Southerly, Easterly, and Southeasterly with a line lying 100 feet Northerly, Easterly and Northeasterly of the thread of Little Turkey Creek to a point on the east line of Lot 1C, Block C, TOURISM DISTRICT, said point also lying on the westerly right-of-way of Interstate 435; thence South 35 degrees 40 minutes 27 seconds West, with the east line of said Lot 1C and the west right-of-way of Interstate 435, a distance of 508.17 feet to the southeast corner of said Lot 1C, said point also being the northeast corner of Lot 1D, Block C, TOURISM DISTRICT; thence North 69 degrees 45 minutes 46 seconds West, with the south line of said Lot 1C and the north line of said Lot 1D, a distance of 580.03 feet to the northeast corner of Tract 1B, Block C, TOURISM DISTRICT; thence North 54 degrees 30 minutes 03 seconds West, with the south line of said Lot 1C and the north line of said Tract 1B and no longer with the north line of said Lot 1D, a distance of 607.48 feet to the southwest corner of said Lot 1C, said point also being the northwest corner of said Tract 1B; thence North 02 degrees 20 minutes 45 seconds West, with the west line of said Lot 1C, a distance of 574.27 feet to the point of beginning. The above described tract contains 738,416 square feet, or 16.95 acres.



Exhibit "A-3" Storm Water Management Outfall Structure



All that part of Lot 1C, Block C, Tourism District, as shown on the Certificate of Survey filed April 20, 2011, as document No. 2011R-04663, in the City of Kansas City, Wyandotte County, Kansas, more particularly described as follows: commencing at the northwest corner of said Lot 1C, thence South 02 degrees 20 minutes 45 seconds East, with the west line of said Lot 1C, a distance of 1131.90 feet; thence North 87 degrees 39 minutes 45 seconds East, perpendicular to and no longer with the west line of said Lot 1C, a distance of 507.18 feet to a point on the northeasterly line of a Preservation Easement filed in Book 4932 at Page 870, said point being the point of beginning; thence North 42 degrees 08 minutes 15 seconds East, with the northeasterly line of said Preservation Easement, a distance of 29.35 feet; thence North 74 degrees 39 minutes 01 second East, continuing with the northeasterly line of said Preservation Easement, a distance of 13.93 feet; thence North 49 degrees 49 minutes 06 seconds East, continuing with the northeasterly line of said Preservation Easement, a distance of 24.94 feet; thence South 25 degrees 39 minutes 14 seconds East, and no longer with the northeasterly line of said Preservation Easement, a distance of 107.87 feet; thence South 64 degrees 20 minutes 16 seconds West, a distance of 65.00 feet; thence North 25 degrees 39 minutes 14 seconds West, a distance of 93.08 feet to the point of beginning. The above described tract contains 6617 square feet, or 0.15 acres.

I hereby certify that this real property legal description has been prepared by me or under my direct supervision.

Samuel J. DePriest
Kansas Professional Land Surveyor 1351



1006 PARALLEL PARKWAY
KANSAS CITY, KANSAS 66209

9000 STATE LINE ROAD
LEAWOOD, KANSAS 66208

TEL: (913) 642-6642
FAX: (913) 642-6641
www.cceengineering.com



BMP OUTLET
LOT 1C, BLOCK C, TOURISM DISTRICT
KANSAS CITY, WYANDOTTE COUNTY, KANSAS
JANUARY 11, 2012

811

Know what's below.
Call before you dig.