



20131216-0004171 12/16/2013
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Register of Deeds T20130085732
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1. Title of Document: Conservation Easement
2. Date of Document: December 1, 2013
3. Grantor: **Env:** Habitat-Kansas LLC
24820 Miller Road
Harrisonville, MO 64701
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: Exhibits A1-A12, Pages 8-19
7. Reference Books and Pages: None

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this day of December 1, 2013, by Habitat-Kansas LLC ("Grantor"), having an address of 24820 Miller Road Harrisonville MO 64701 ("Grantor"), to Midwest Mitigation Oversight Association Incorporated, having an address of 21301 Shelby Lane Belton MO 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 Johnson County, KANSAS, more particularly described in Exhibit A-1 through A-12, attached hereto and incorporated herein ("Property"); and

WHEREAS, Department Permits No. NWK-2012-1237, NWK-2009-1282, NWK-2011-1067, NWK-2013-245, NWK-2013-491 and NWK-2007-123 of the U.S. Army Corps of Engineers ("Corps") (hereinafter referred to as the "Permits") authorize certain activities which affect waters of the United States; and

WHEREAS, the Permits requires that Grantor preserve, enhance, restore, or mitigate wetlands or uplands located on the Property; and

WHEREAS, Grantor, in consideration of the issuance of the Permits to construct and operate the Permitted activity, and as an inducement to the issuance of 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, 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, created, or preserved on the Property shall be retained and maintained in the restored, enhanced, created, or preserved condition as described in the Permits and/or in the associated compensatory mitigation plan for the Property.

2. **Rights of Grantee:** The following rights are conveyed to the Grantee and to 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, preservation, maintenance, and monitoring activities, or surface water management improvements, required by the Permits, or required by the compensatory mitigation plan, or are otherwise approved by the Corps, 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.) without written approval from the Corps of Engineers prior to construction;

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 for the removal of nuisance, exotic, or non-native vegetation in accordance with a maintenance plan approved by Corps;

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;

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;

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;

h. The extraction of water from the Property or the impoundment of water on the Property 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 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 KANSAS and shall maintain the hydrology of the Property as it currently exists or as otherwise required by the Permits or as required by the compensatory mitigation plan or as required by the Corps approved final mitigation banking instrument.

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.

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 liable for any damage or injury that may occur on the Property.

10. **Recording Requirements:** Grantor must record this Conservation Easement in the official records of Johnson 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 violating

or attempting to violate these Restrictions. Venue for any such action shall be in Johnson 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 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 and/or as required by the associated compensatory mitigation plan.

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, granted in perpetuity, 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 Johnson 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 Johnson 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.

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.

TO HAVE AND TO HOLD, the Grantor covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the Grantee against all claims and demands. The Grantor covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed. 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.

Dated this 1st day of December, 2013

Grantor(s): Habitat-Kansas LLC

Habitat Kansas by David L. Flick
Habitat Kansas by David L. Flick

ACKNOWLEDGEMENT

STATE OF Missouri

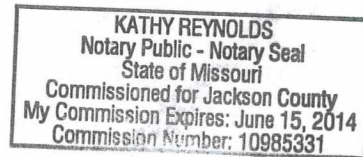
COUNTY OF Jackson

On this 1st day of December, 2013, before me, the undersigned, a Notary Public in and for said State personally appeared David L. Flick, President, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Notary Public for the State of Missouri
Residing at 1136 SW Pacific Dr Lees Summit MO
My Commission Expires June 15th 2014

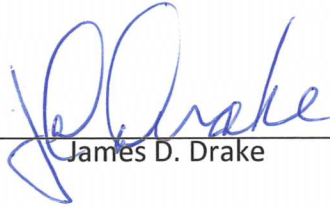
Kathy Reynolds
Kathy Reynolds



ACCEPTANCE BY GRANTEE:

I, James D. Drake, President, being the duly authorized representative of the Grantee, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the Midwest Mitigation Oversight Association Incorporated, Grantee.

Dated this 1st day of December, 2013.

Signature 
James D. Drake

Title President

ACKNOWLEDGEMENT

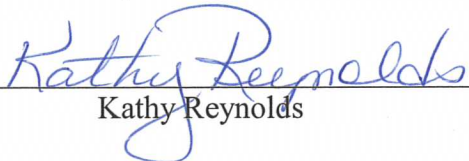
STATE OF Missouri

COUNTY OF Jackson

On this 1st day of December, 2013, before me, the undersigned, a Notary Public in and for said State personally appeared James D. Drake, Chairman, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Notary Public for the State of Missouri
Residing at 1136 SW Pacific Dr Lees Summit MO
My Commission Expires June 15th 2014


Kathy Reynolds

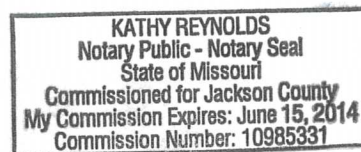
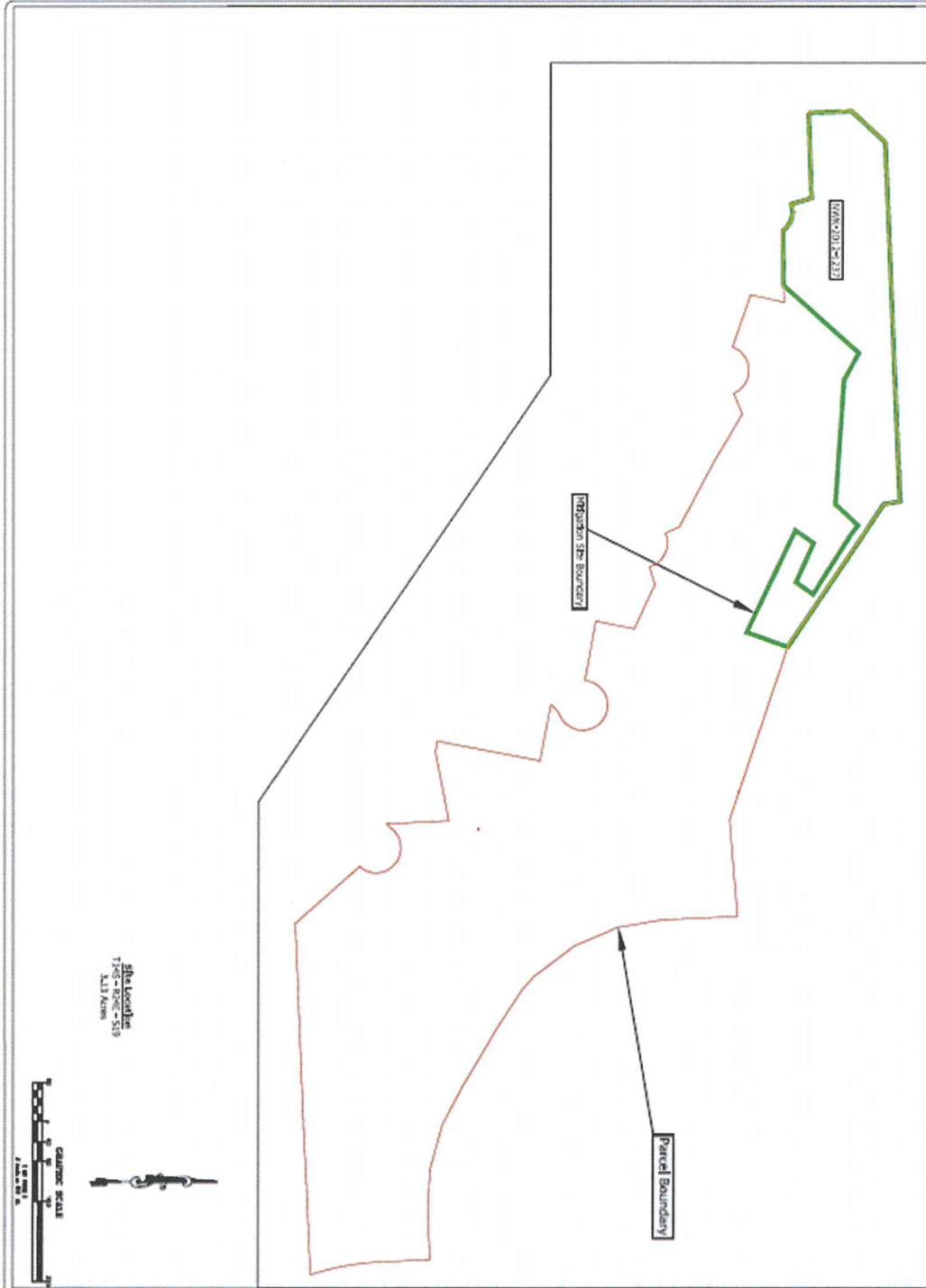


Exhibit A-1



	BOUNDARY FIGURE		1920 W. 14th St., Ste. 140 Leawood, Kansas 66224 Tel: 913.285.5160 Fax: 913.285.5200
	COFFEE CREEK NW-2012-1237 MITIGATION PROJECT		
	SWALLOW TAL, LLC		

Exhibit A-2

Tract NWK-2012-1237

Part of the NW¼ of Section 19, T14S, R24E 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 NW¼ of Section 19, T14S, R24E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; thence S 02°03'15" E, along the West line of said NW¼, a distance of 211.39 feet; thence N 87°57'00" E a distance of 60.00 feet to a point on the Easterly right-of-way line of Ridgeview Road, as now established said point also being the TRUE POINT OF BEGINNING; thence N 02°03'15" W, parallel with the West line of said NW¼ and also along the Easterly right-of-way line of said Ridgeview Road, a distance of 86.96 feet; thence N 42°40'35" E, continuing along said Easterly right-of-way line, a distance of 92.36 feet to a point on the South right-of-way line of 167th Street, as now established; thence N 87°24'24" E, parallel with the North line of said NW¼ and also along the South right-of-way line of said 167th Street, a distance of 724.79 feet; thence S 02°03'15" E a distance of 34.53 feet; thence S 55°48'00" E a distance of 343.40 feet; thence S 17°11'45" W a distance of 88.71 feet; thence N 64°08'41" W a distance of 227.03 feet; thence N 34°36'26" E a distance of 44.41 feet; thence S 65°53'21" E a distance of 87.37 feet; thence N 33°48'14" E a distance of 41.76 feet; thence N 57°37'28" W a distance of 145.06 feet; thence N 54°02'55" W a distance of 21.29 feet; thence S 42°25'57" W a distance of 61.28 feet; thence N 86°03'53" W a distance of 249.90 feet; thence N 61°24'19" W a distance of 61.89 feet; thence S 41°47'04" W a distance of 202.84 feet; thence S 87°57'00" W a distance of 107.79 feet; thence Northwesterly, on a curve to the left having an initial tangent bearing of N 34°44'01" W and a radius of 50 feet, for a distance of 63.06 feet; thence N 17°00'00" W a distance of 42.12 feet; thence S 87°57'00" W a distance of 170.93 feet to the TRUE POINT OF BEGINNING, containing 3.14 acres, more or less.

Exhibit A-3

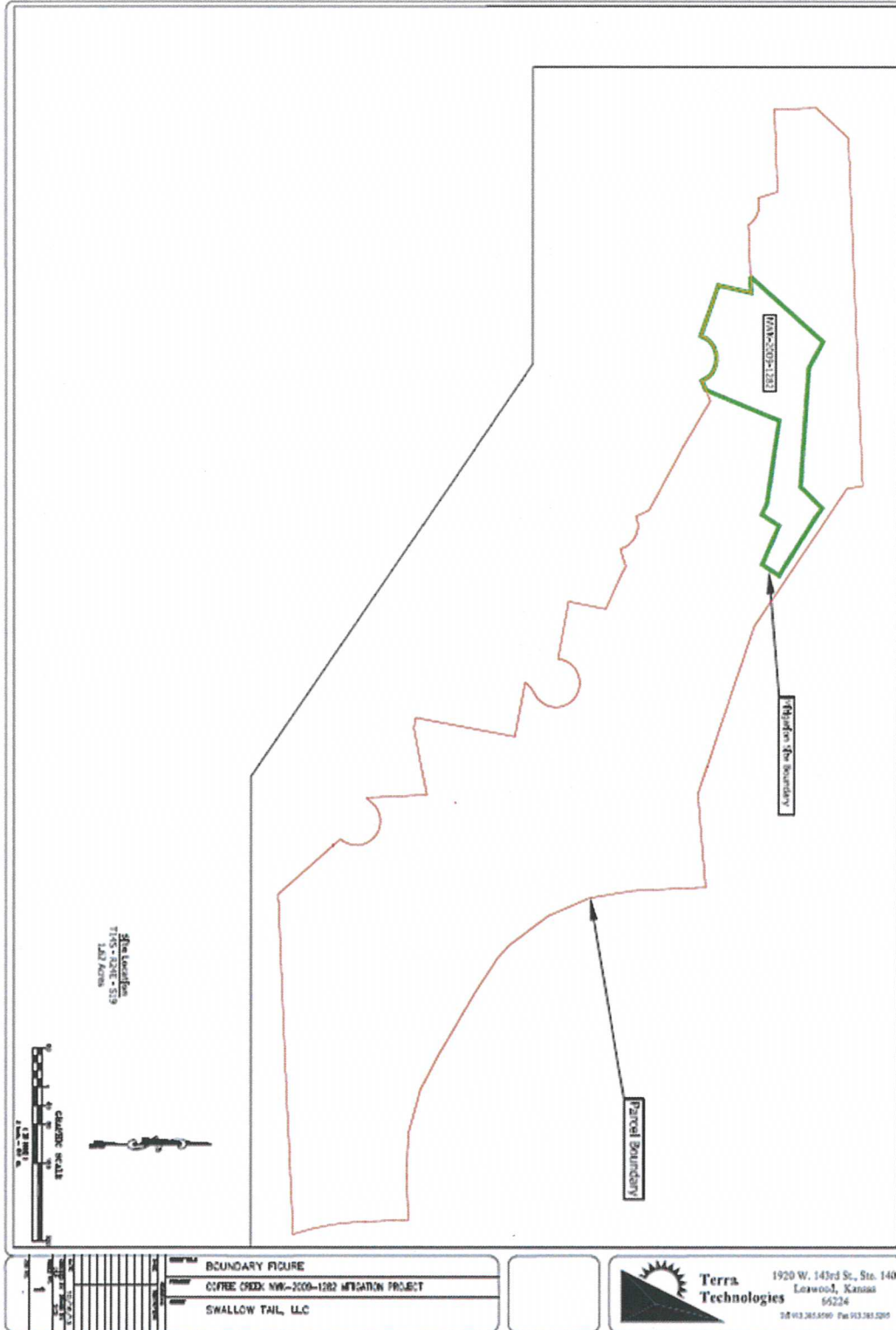


Exhibit A-4

Tract NWK-2009-1282

Part of the NW¼ of Section 19, T14S, R24E 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 NW¼ of Section 19, T14S, R24E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; thence S 02°03'15" E, along the West line of said NW¼, a distance of 273.42 feet; thence N 87°56'45" E a distance of 404.56 feet to the TRUE POINT OF BEGINNING; thence N 41°47'04" E a distance of 202.84 feet; thence S 61°24'19" E a distance of 61.89 feet; thence S 86°03'53" E a distance of 249.90 feet; thence N 42°25'57" E a distance of 61.28 feet; thence S 54°02'55" E a distance of 21.29 feet; thence S 57°37'28" E a distance of 145.06 feet; thence S 33°48'14" W a distance of 41.76 feet; thence N 65°53'21" W a distance of 87.37 feet; thence S 34°36'26" W a distance of 44.41 feet; thence N 64°08'41" W a distance of 24.97 feet; thence N 81°44'32" W a distance of 172.89 feet; thence S 22°19'20" W a distance of 165.70 feet; thence S 67°12'00" W a distance of 21.03 feet; thence Westerly, on a curve to the left having an initial tangent bearing of N 22°48'00" W and a radius of 50 feet, for a distance of 120.17 feet; thence N 70°30'00" W a distance of 110.90 feet; thence N 12°30'00" E a distance of 70.27 feet; thence S 87°57'00" W a distance of 33.28 feet to the TRUE POINT OF BEGINNING, containing 1.61 acres, more or less.

Exhibit A-5

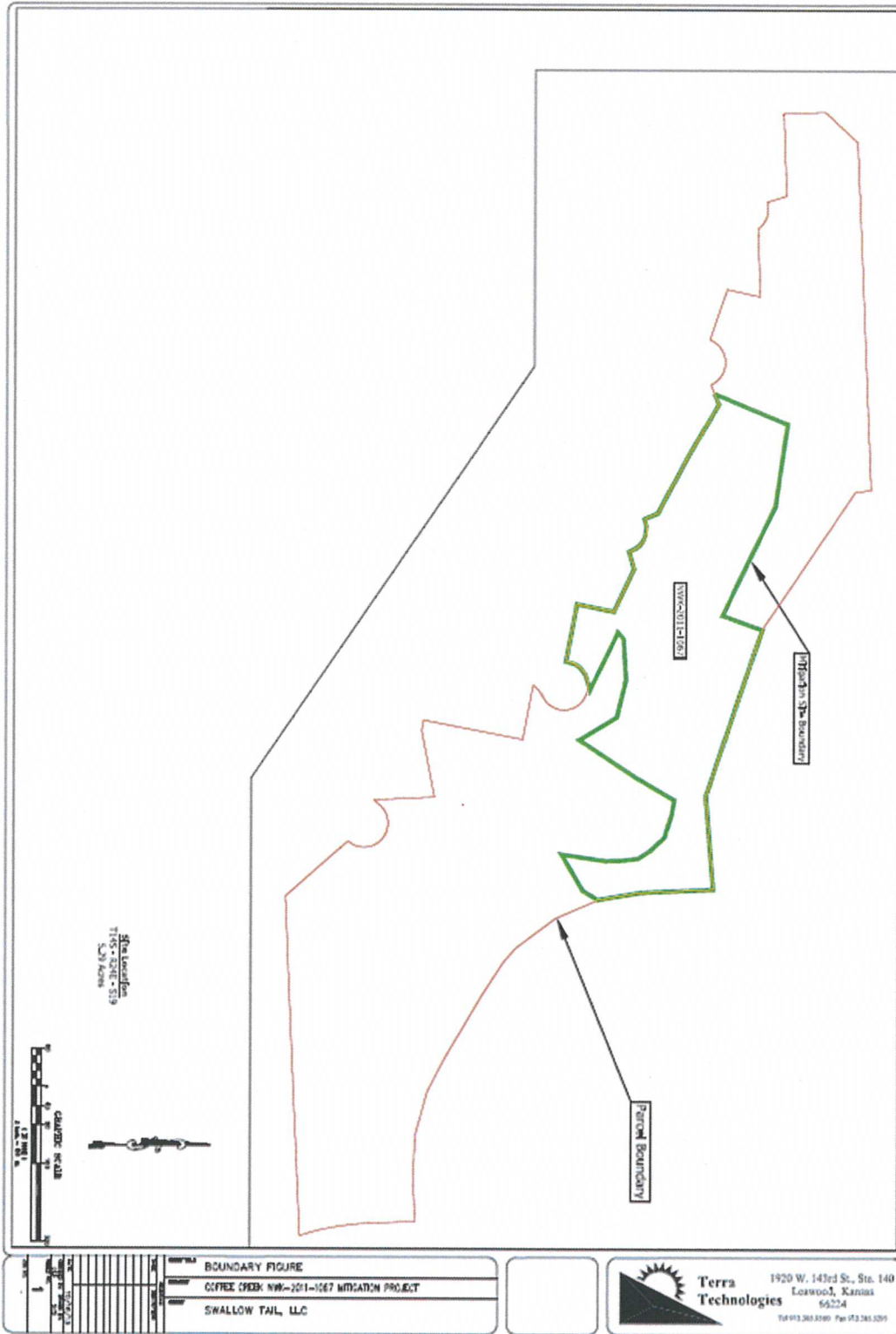


Exhibit A-6

Tract NWK-2011-1067

Part of the NW $\frac{1}{4}$ of Section 19, T14S, R24E 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 NW $\frac{1}{4}$ of Section 19, T14S, R24E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; thence S 02°03'15" E, along the West line of said NW $\frac{1}{4}$, a distance of 375.38 feet; thence N 87°56'45" E a distance of 636.25 feet to the TRUE POINT OF BEGINNING; thence N 22°19'20" E a distance of 165.70 feet; thence S 81°44'32" E a distance of 172.89 feet; thence S 64°08'41" E a distance of 252.00 feet; thence N 17°11'45" E a distance of 88.71 feet; thence S 71°09'00" E a distance of 368.90 feet; thence N 85°17'46" E a distance of 195.01 feet; thence S 02°35'36" E a distance of 149.97 feet; thence S 09°13'17" E a distance of 94.11 feet; thence S 31°06'39" W a distance of 36.69 feet; thence S 59°08'52" W a distance of 87.01 feet; thence N 07°57'52" E a distance of 93.96 feet; thence N 03°45'15" W a distance of 66.80 feet; thence N 31°46'35" W a distance of 40.49 feet; thence N 46°14'16" W a distance of 32.98 feet; thence N 70°48'17" W a distance of 50.10 feet; thence N 83°21'00" W a distance of 30.15 feet; thence S 30°02'14" W a distance of 97.64 feet; thence S 33°08'37" W a distance of 139.70 feet; thence N 29°59'51" W a distance of 96.29 feet; thence N 78°22'10" W a distance of 77.58 feet; thence S 86°38'57" W a distance of 85.87 feet; thence S 48°22'26" W a distance of 17.14 feet; thence S 63°23'01" E a distance of 133.43 feet; thence S 74°12'34" W a distance of 17.37 feet; thence Southwesterly, on a curve to the left having an initial tangent bearing of S 81°32'59" W and a radius of 50 feet, for a distance of 67.41 feet; thence N 79°12'00" W a distance of 121.37 feet; thence N 11°24'00" E a distance of 79.42 feet; thence N 64°29'59" W a distance of 98.00 feet; thence S 74°00'00" W a distance of 38.00 feet; thence Northwesterly, on a curve to the left having an initial tangent bearing of N 16°00'00" W and a radius of 50 feet, for a distance of 84.82 feet; thence N 23°11'57" W a distance of 30.00 feet; thence N 61°35'59" W a distance of 152.91 feet; thence N 59°06'00" W a distance of 107.70 feet; thence S 67°12'00" W a distance of 23.97 feet to the TRUE POINT OF BEGINNING, containing 5.29 acres, more or less.

Exhibit A-7

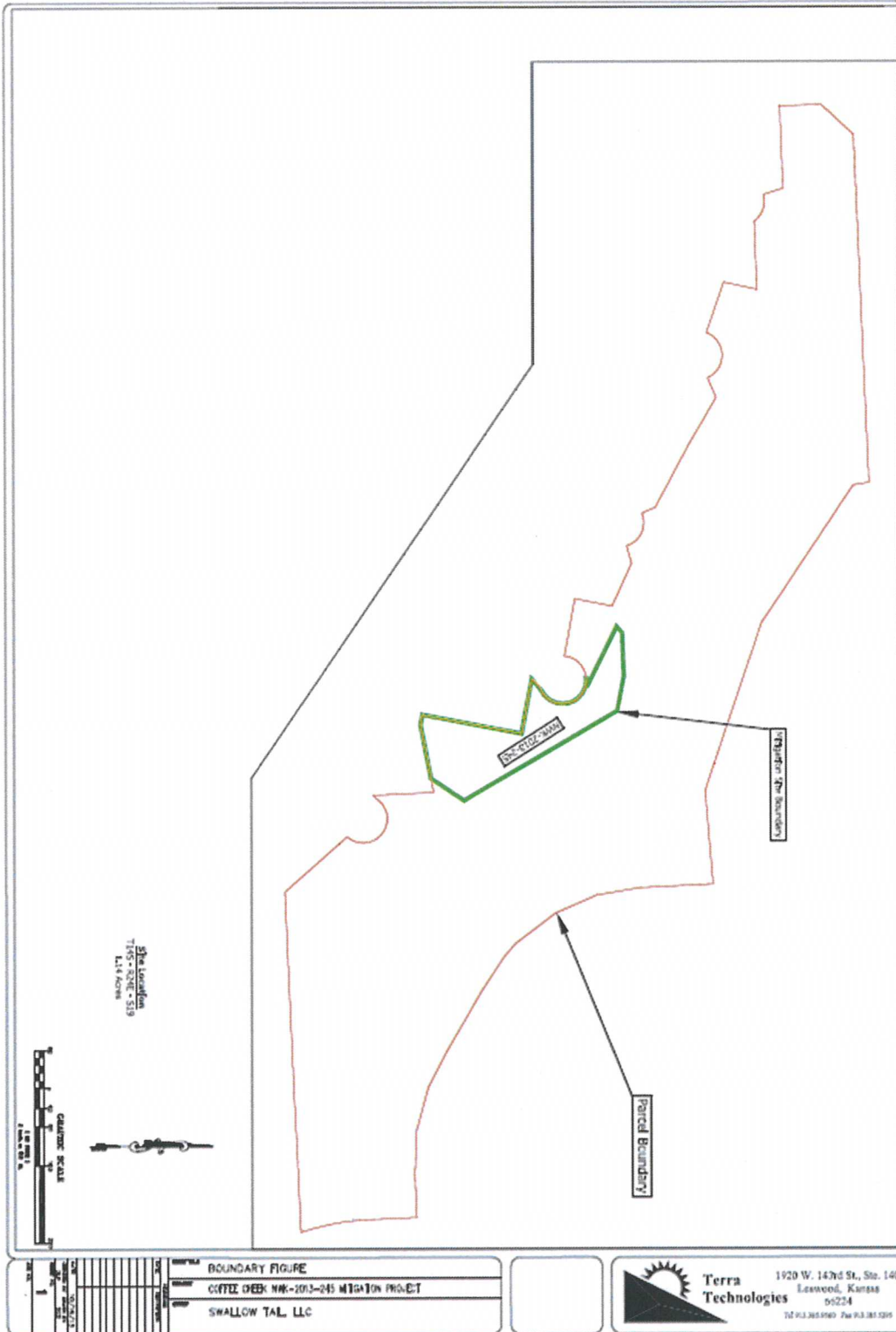


Exhibit A-8

Tract NWK-2013-245

Part of the NW¼ of Section 19, T14S, R24E 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 NW¼ of Section 19, T14S, R24E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; thence S 02°03'15" E, along the West line of said NW¼, a distance of 661.82 feet; thence N 87°56'45" E a distance of 1,225.98 feet to the TRUE POINT OF BEGINNING; thence N 74°12'34" E a distance of 17.37 feet; thence N 63°23'01" W a distance of 133.43 feet; thence N 48°22'26" E a distance of 17.14 feet; thence N 86°38'57" E a distance of 85.87 feet; thence S 78°22'10" E a distance of 77.58 feet; thence S 29°59'51" E a distance of 96.29 feet; thence S 29°55'32" E a distance of 275.24 feet; thence S 33°27'10" W a distance of 82.69 feet; thence S 79°00'00" W a distance of 113.82 feet; thence N 79°12'00" W a distance of 21.16 feet; thence N 10°48'00" E a distance of 211.50 feet; thence N 79°12'00" W a distance of 114.80 feet; thence Northeasterly, on a curve to the right having an initial tangent bearing of N 34°49'35" E and a radius of 60 feet, for a distance of 30.64 feet; thence Northwesterly, on a curve to the left having an initial tangent bearing of N 64°05'08" E and a radius of 50 feet, for a distance of 141.84 feet to the TRUE POINT OF BEGINNING, containing 1.14 acres, more or less.

Exhibit A-9

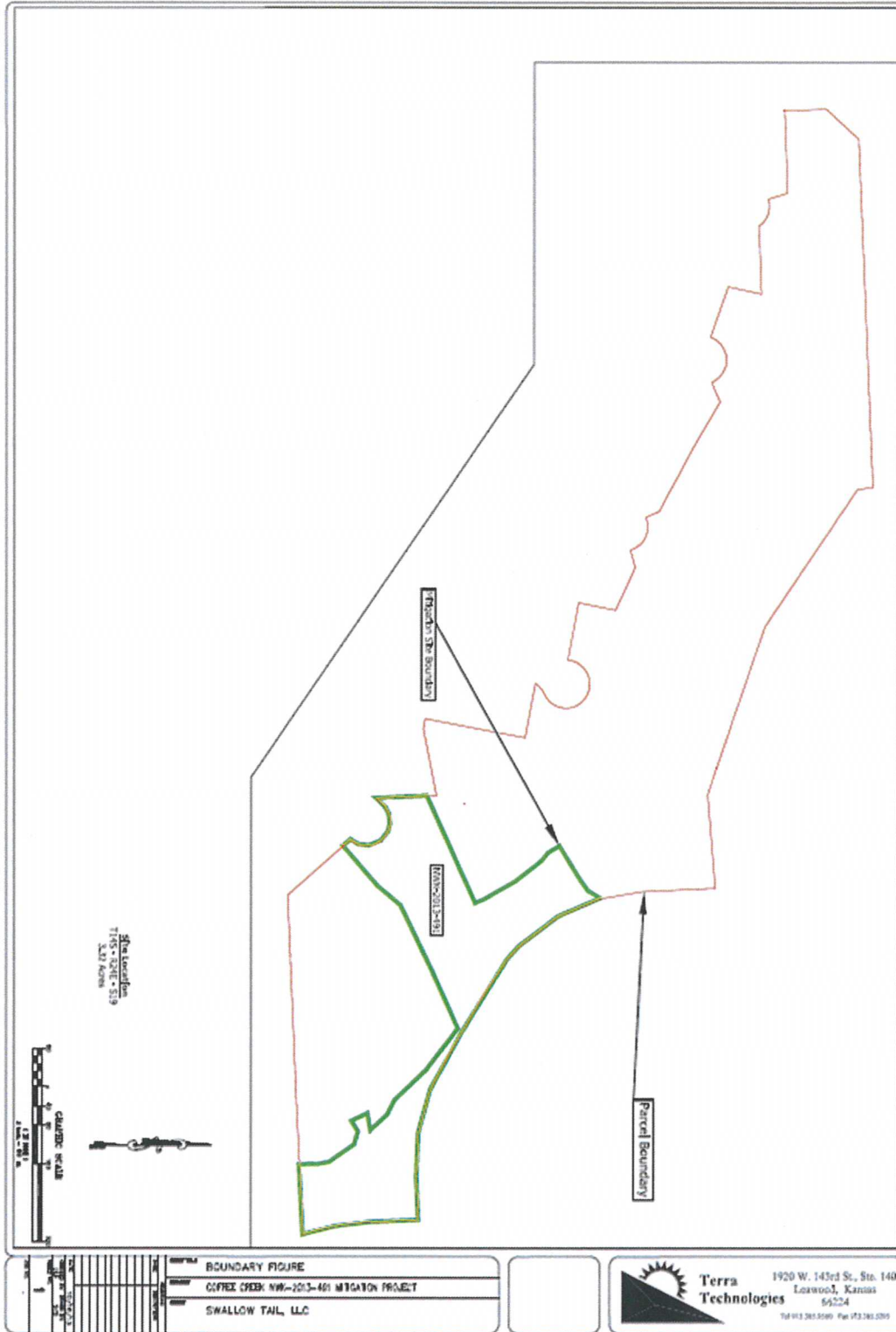


Exhibit A-10

Tract NWK-2013-491

Part of the NW¼ of Section 19, T14S, R24E 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 NW¼ of Section 19, T14S, R24E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; thence S 02°03'15" E, along the West line of said NW¼, a distance of 1,010.69 feet; thence N 87°56'45" E a distance of 1,453.94 feet to the TRUE POINT OF BEGINNING; thence N 65°32'47" E a distance of 244.39 feet; thence N 23°02'57" W a distance of 20.60 feet; thence N 29°35'04" W a distance of 69.83 feet; thence N 37°30'40" W a distance of 74.74 feet; thence N 51°01'50" W a distance of 19.88 feet; thence N 31°32'40" W a distance of 29.53 feet; thence N 59°05'50" E a distance of 17.79 feet; thence N 59°08'52" E a distance of 87.01 feet; thence N 31°06'39" E a distance of 36.69 feet; thence S 22°56'03" E a distance of 94.54 feet; thence S 36°40'50" E a distance of 103.61 feet; thence S 49°17'39" E a distance of 30.00 feet; thence S 55°21'29" E a distance of 88.86 feet; thence S 59°20'34" E a distance of 146.00 feet; thence S 62°02'47" E a distance of 85.89 feet; thence S 74°25'44" E a distance of 94.54 feet; thence S 87°43'04" E a distance of 90.43 feet; thence N 87°34'54" E a distance of 89.94 feet; thence S 02°25'06" E a distance of 98.56 feet; thence Southerly, on a curve to the left having a radius of 530 feet, for a distance of 145.62 feet to a point on the South line of the N½ of said NW¼; thence S 87°24'29" W, along the South line of the N½ of said NW¼, a distance of 145.44 feet; thence N 00°50'53" W a distance of 36.83 feet; thence N 09°52'29" W a distance of 25.06 feet; thence N 34°47'21" W a distance of 28.62 feet; thence N 34°46'27" W a distance of 35.41 feet; thence N 74°22'18" W a distance of 27.89 feet; thence S 58°39'02" W a distance of 25.79 feet; thence N 25°05'17" W a distance of 36.74 feet; thence N 79°42'11" E a distance of 35.35 feet; thence N 42°08'16" W a distance of 47.51 feet; thence N 63°21'55" W a distance of 33.39 feet; thence N 43°37'14" W a distance of 90.00 feet; thence N 52°20'15" W a distance of 111.03 feet; thence S 64°53'07" W a distance of 184.18 feet; thence S 64°17'14" W a distance of 97.36 feet; thence S 39°56'11" W a distance of 63.41 feet; thence S 48°48'00" W a distance of 109.60 feet; thence N 41°12'00" W a distance of 20.46 feet; thence Northwesterly, on a curve to the left having an initial tangent bearing of N 41°48'00" E and a radius of 50 feet, for a distance of 161.47 feet; thence Southwesterly, on a curve to the right having an initial tangent bearing of S 36°46'08" W and a radius of 60 feet, for a distance of 12.59 feet; thence N 02°36'00" W a distance of 105.95 feet to the TRUE POINT OF BEGINNING, containing 3.31 acres, more or less.

Exhibit A-11

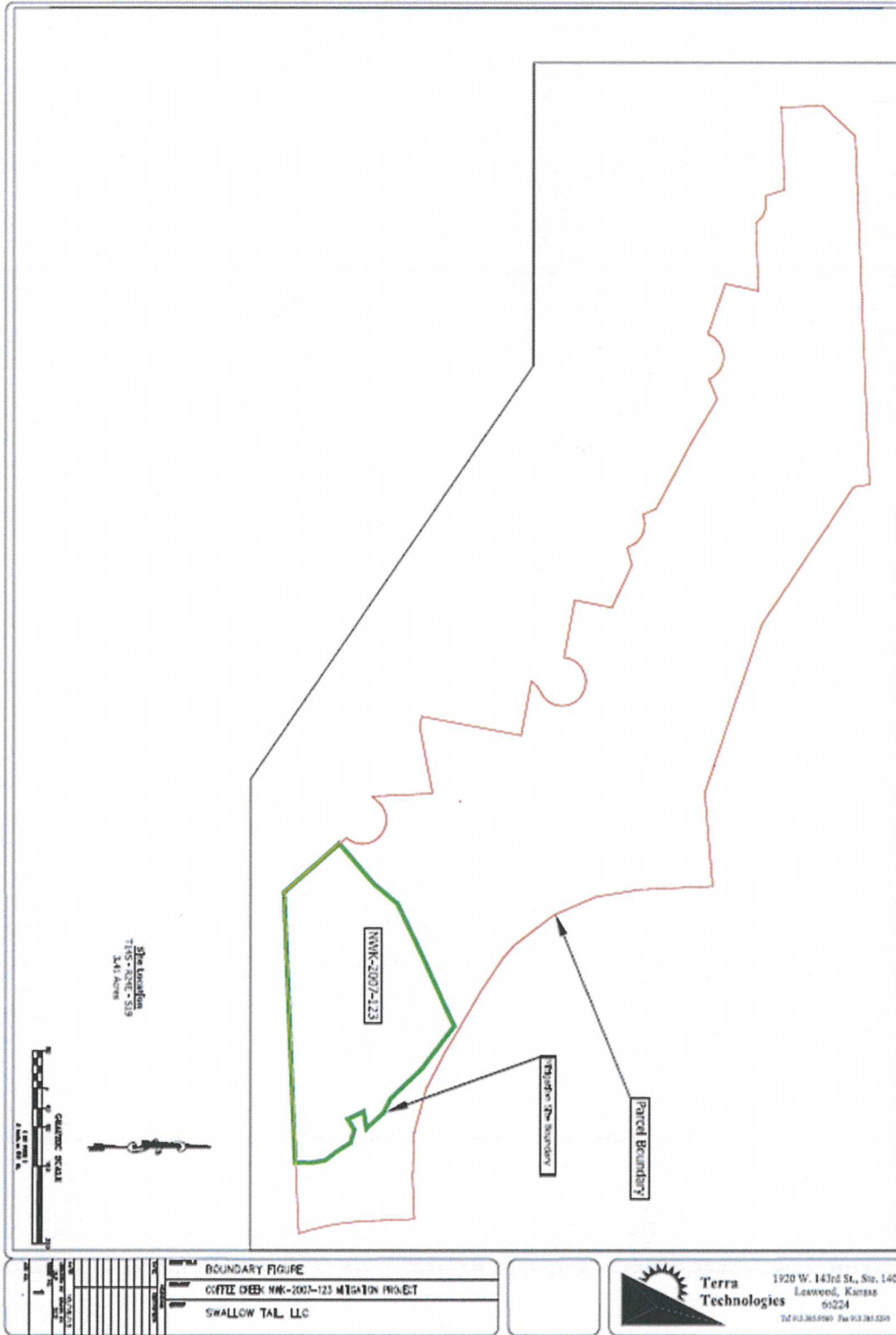


Exhibit A-12

Tract NWK-2007-123

Part of the NW¼ of Section 19, T14S, R24E 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 NW¼ of Section 19, T14S, R24E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; thence S 02°03'15" E, along the West line of said NW¼, a distance of 1,323.69 feet to the Southwest corner of the N½ of said NW¼; thence N 87°24'29" E, along the South line of the N½ of said NW¼, a distance of 1,648.38 feet to the TRUE POINT OF BEGINNING; thence N 41°12'00" W a distance of 152.98 feet; thence N 48°48'00" E a distance of 109.60 feet; thence N 39°56'11" E a distance of 63.41 feet; thence N 64°17'14" E a distance of 97.36 feet; thence N 64°53'07" E a distance of 184.18 feet; thence S 52°20'15" E a distance of 111.03 feet; thence S 43°37'14" E a distance of 90.00 feet; thence S 63°21'55" E a distance of 33.39 feet; thence S 42°08'16" E a distance of 47.51 feet; thence S 79°42'11" W a distance of 35.35 feet; thence S 25°05'17" E a distance of 36.74 feet; thence N 58°39'02" E a distance of 25.79 feet; thence S 74°22'18" E a distance of 27.89 feet; thence S 34°46'27" E a distance of 35.41 feet; thence S 34°47'21" E a distance of 28.62 feet; thence S 09°52'29" E a distance of 25.06 feet; thence S 00°50'53" E a distance of 36.83 feet to a point on the South line of the N½ of said NW¼; thence S 87°24'29" W, along the South line of the N½ of said NW¼, a distance of 560.22 feet to the TRUE POINT OF BEGINNING, containing 3.40 acres, more or less.