
(Space above reserved for recording certification)

Title of Document: **Conservation Easement**

Date of Document: December 29, 2016

Grantor: Cedar Creek Development Company, Inc., a Kansas corporation,
11040 Oakmont Street, Overland Park, Kansas 66210

Grantee: Midwest Mitigation Oversight Association, Inc., a Missouri non-
profit corporation, 21301 Shelby Lane, Belton, Missouri 64012

Legal Description: See Exhibit A-1

Reference Book and Page(s): N/A

After recording return to:
Duggan Shadwick Doerr & Kurlbaum LLC
11040 Oakmont Street
Overland Park, Kansas 66210

CONSERVATION EASEMENT

THIS **CONSERVATION EASEMENT** (“Conservation Easement”) is entered into as of the 29th day of December, 2016 by and between **Cedar Creek Development Company, Inc.**, a Kansas corporation (“Grantor”) and **MIDWEST MITIGATION OVERSIGHT ASSOCIATION, INC.**, a Missouri non-profit corporation (“Grantee”). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns.

RECITALS:

A. Grantor is the sole owner in fee simple of approximately .566 acres of certain real property located in the City of Olathe, Johnson County, Kansas and described on Exhibit “A-1” attached hereto and incorporated herein by this reference (herein the “Property” and/or the “Protected Property”).

B. The Property is subject to no mortgage or other recorded encumbrances, and (i) the Mortgage dated August 2, 2013, and recorded with the Johnson County, Kansas Register of Deeds on August 6, 2013, in Book 201308, Page 001913; and (ii) the Assignment of Rents dated August 2, 2013, and recorded with the Johnson County, Kansas Register of Deeds on August 6, 2013, in Book 201308, Page 001914, were released from the Property pursuant to a Partial Release of Mortgage and Assignment of Rents dated December 27, 2016, recorded with the Johnson County Register of Deeds on December 28, 2016, in Book 201612 Page 010059, and attached hereto as Exhibit “A-4”.

C. The entire Property, as more particularly described and incorporated herein by this reference (the “Protected Property”) is subject to the protections as set forth herein and shall remain as a natural area.

D. The Protected Property primarily consists of native plant species habitat and wildlife refuge, which in the aggregate, create an important component in the establishment of naturalized 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.

E. The primary purpose of this Conservation Easement is to maintain park ground, wetland and/or riparian resources and other natural values of the Protected Property, and prevent the use or development of the Protected Property for any purpose or in any manner that would conflict with the maintenance of the Protected Property in its natural condition and provide for oversight of the Protected Property. Grantor and Grantee intend that the open space and 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 open space and conservation values at the time of this Conservation Easement (“Permitted Uses”).

F. The specific conservation values of the Protected Property are documented in an August 2016 Scientific Assessment of Protected Natural Resource Area (the “Report”), which is

incorporated herein by reference, containing an inventory of the relevant features of the Protected Property. A copy of the Report has been provided to Grantor, and another copy shall be placed and remain on file with Grantee. A summary of the Report is attached hereto as Exhibit "A-2" which, together with the Report, is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Conservation Easement. The parties acknowledge that the Report is intended to establish the condition of the Protected Property as of both the date of the written Report and the date of recording of this Conservation Easement and that Grantor and Grantee have acknowledged in a signed statement attached hereto as Exhibit "A-3" that the Report and the summary of the Report attached hereto as Exhibit "A-2" accurately represents the condition of the Protected Property at the time of the recording of this Conservation Easement.

G. Grantee is a non-profit association whose purpose is to hold interests in and protect the conservation values and integrity of the Protected Property, and is qualified to be the Grantee of a conservation easement pursuant to, among other things, K.S.A. § 58-3810.

H. Grantor desires and 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 non-monetary consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee the perpetual 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, lessees or other occupants or users of the Protected Property.

1. **PURPOSE**. The terms, conditions and obligations of this perpetual Conservation Easement shall encumber the Protected Property and shall govern the conservation, development, maintenance, operation, preservation of open space, 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. It is the purpose of this Conservation Easement (a) to assure that the Protected Property will be preserved and retained forever predominantly in its park, 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 recreation and conservation values of the Protected Property.

2. **ENFORCEMENT**. The Conservation Easement is a perpetual easement in gross and runs with the land. The Grantee 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 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.

3. **OBLIGATIONS OF GRANTOR.** To accomplish the purpose of this Conservation Easement, Grantor or Grantor's designee shall provide all services required pursuant hereto in connection with the Protected Property including, but not limited to, the following:

(a) Preservation. Preserve and protect the recreation, open space, and 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.

(c) Restoration. Restore any areas or features of the Protected Property, including creation of best management practices for storm water improvement.

(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.

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 storm water improvement, park recreation, wildlife habitat, ecological research, recreation and public education, as are consistent with the purpose of this Conservation Easement. Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Structures. Except in park areas, there shall be no construction or placing of any permanent structure on the Protected Property. The term “structure” includes any house, garage, barn, recreational courts or playing fields, landing strip, mobile home, swimming pool, antenna, storage tank, or tower. The term structure does not include wildlife habitat installations or hydrologic control structures. The term does not exclude utilities.

(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;

(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. Except for park areas, there shall be no draining, filling, dredging, diking or other alteration of any natural areas of the Protected Property, except as required to improve conservation value.

(e) Topography. Except for park areas, 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 natural area on the Protected Property. This provision shall not be used in any way to limit or preclude the construction of erosion control terraces, catch basins, waterways, detention basins, and storm water appurtenances 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 except as required to improve conservation value.

(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) Planting of nuisance, exotic, or non-native plants, as listed by the State of Kansas is prohibited.

(j) Timber Harvest. There shall be no commercial timber harvest from the Protected Property unless deemed necessary for the maintenance of the desired natural area on the Protected Property.

(k) Grazing. The Protected Property shall not be grazed by livestock.

(l) 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.

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

(n) Utilities. Installation of new utilities is allowed, provided 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 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 do not conflict with the purposes of this Conservation Easement. Any existing utilities may be replaced or repaired at their current location.

(o) 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.

(p) Routine Maintenance. The property owner shall retain the right to maintain a 25-foot boundary where needed for firebreaks or where adjacent to properties with mowed lawns. The 25-foot boundary can be widened upon agreement with the Grantee.

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. 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 natural area land uses on the Protected Property. This shall include, but is not limited to, mowing undesirable vegetation, prescribed burns, and the removal of invasive species. Park areas shall be mowed as necessary to maintain the desired function.

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

(c) Timber. Cutting of trees and woody shrubs may be accomplished to maintain

the desired natural area 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 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 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 natural area 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 on the Protected Property.

(h) Rights to Enjoyment. Grantor retains the right to the enjoyment of the Protected Property consistent with the terms of this Conservation Easement.

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. 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 and Grantee 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, 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**. Each party shall be liable for its own costs arising from the 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.

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 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 Conservation Easement 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 Conservation Easement; provided, however, nothing in this Section shall impair or impact this Conservation Easement's purpose of, among other things, maintaining natural park land, wetland, and/or riparian resources and other natural values of the Protected Property, nor prevent the use of the Protected Property as provided herein, all of which will and may be enjoyed by the public, including by way of example the public's scenic enjoyment of the Protected Property viewed from public thoroughfares. 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) Inspection Fee. Grantor, or a third party, will pay to the Grantee a lump sum payment in consideration for accepting the Conservation Easement.

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, to the best of its knowledge, and without inspection or investigation:

(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 against Grantor, and no notices, claims, demands, or orders have been received by Grantor, 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, Grantee shall not be responsible for assuring its containment and/or removal and remediation, nor 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 OR SUBSEQUENT INVOLUNTARY CONVERSION.**

(a) If all or any part of the Protected Property is threatened to be taken by the exercise of the power of eminent domain whether by public, corporate, or other authority, in a manner that would terminate this Conservation Easement, in whole or in part, the Grantee shall be notified immediately upon receipt of such notice by the Grantor.

(b) If a subsequent unexpected change in the conditions surrounding the Protected Property, such as a condemnation proceeding, makes impossible any continued use of the Protected Property for the conservation purposes described herein, and the restrictions are extinguished by judicial proceeding, then, upon the condemnation of the Protected Property or other similar judicial termination of the Conservation Easement, Grantee shall apply all proceeds received from the taking in a manner consistent with the conservation purposes of this Conservation Easement.

(c) Grantor acknowledges that the Property, at the time of the recording of this Conservation Easement, has no market value distinct from this Conservation Easement. As such, Grantor waives any right to condemnation proceeds for the Property, and assigns to Grantee all right, title, and interest in any condemnation proceeds awarded for any taking or condemnation of the Property and any such award shall be deemed solely for the taking of the Conservation Easement.

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' expense, within thirty (30) days of receipt of Grantor written request therefore.

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: Cedar Creek Development Company, Inc.
11040 Oakmont Street
Overland Park, Kansas 66210
Attn: John Duggan

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

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 Kansas office address.

20. **RECORDATION.** Grantor shall record this Easement in timely fashion in the official records of the Records and Tax Administration 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, 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 and pass in full to Grantor's successors and/or assigns 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.

“GRANTOR”

Cedar Creek Development Company, Inc.

By: *JMD*
John M. Duggan, Vice President

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this 29th day of December, 2016, before me appeared John M. Duggan, to me personally known, who being by me duly sworn did say that he is the Vice President of **Cedar Creek Development Company, Inc.**, a Kansas corporation, and that said Instrument 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 corporation.

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.

Patricia J. Stout
Notary Public *Patricia J. Stout*

My Commission Expires:

Nov. 15, 2020

Notary Public State of Kansas
Patricia J Stout
My Appt Exp 11-15-2020

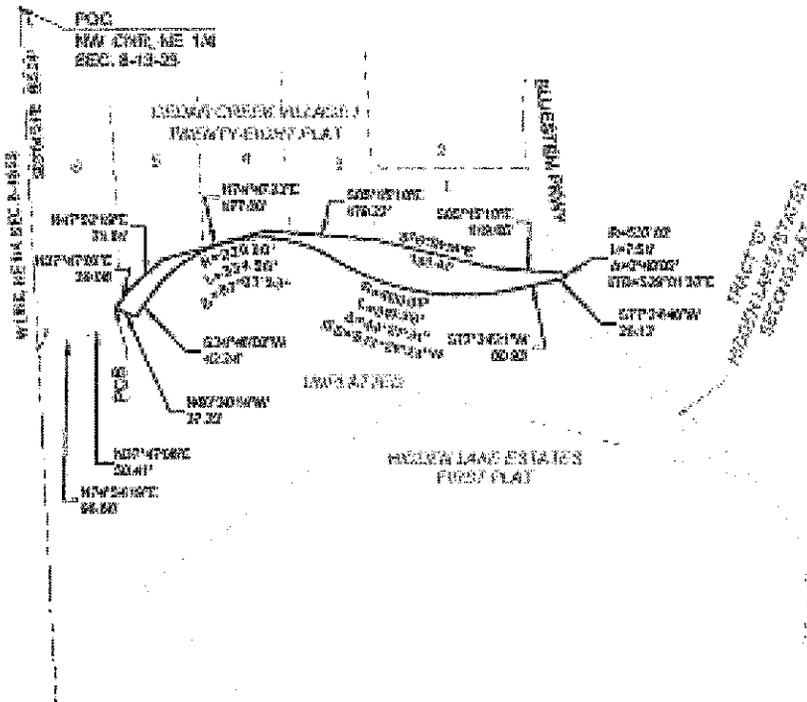
Exhibit "A-1"
Legal Description of Property

Part of the Northeast One-Quarter of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 8; thence South 03 degrees 04 minutes 31 seconds East, along the West line of the said Northeast One Quarter, a distance of 555.24 feet to the Southwest corner of Lot 6, CEDAR CREEK VILLAGE I, TWENTYEIGHTH PLAT, a subdivision in the City of Olathe as recorded in book 201210 at page 002215; thence along the South line of said CEDAR CREEK VILLAGE I, TWENTYEIGHTH PLAT for the following eight courses, North 74 degrees 54 minutes 19 seconds East a distance of 98.86 feet; thence North 37 degrees 47 minutes 08 seconds East a distance of 50.41 feet to the POINT OF BEGINNING; thence continuing North 37 degrees 47 minutes 08 seconds East a distance of 39.08 feet; thence North 47 degrees 52 minutes 19 seconds East a distance of 71.81 feet; thence North 74 degrees 47 minutes 23 seconds East a distance of 177.86 feet; thence South 85 degrees 15 minutes 10 seconds East a distance of 179.22 feet; thence South 76 degrees 30 minutes 54 seconds East a distance of 193.47 feet; thence South 85 degrees 15 minutes 10 seconds East a distance of 119.65 feet to a point on the West right of way line of Bluestem Parkway as now established, said point being a point of curvature; thence Southeasterly along said West right of way line, on a curve to the left having an initial tangent bearing of South 29 degrees 01 minutes 37 seconds East a radius of 537.02 feet, a central angle of 00 degrees 48 minutes 05 seconds and an arc length of 7.51 feet to a point on the North line of Tract "G", HIDDEN LAKE ESTATES, SECOND PLAT, a subdivision in the City of Olathe as recorded in book 201611 at page 010256; thence South 77 degrees 24 minutes 46 seconds West, along the North line of said Tract "G" a distance of 26.12 feet; thence South 77 degrees 24 minutes 21 seconds West a distance of 60.93 feet to a point of curvature; thence Westerly and Northwesterly on a curve to the right having an initial tangent bearing of South 77 degrees 26 minutes 24 seconds West, a radius of 400.00 feet; a central angle of 44 degrees 27 minutes 31

seconds and an arc length of 310.38 feet to a point of reverse curvature; thence Northwesterly, Westerly and Southwesterly on a curve to the left having a radius of 220.00 feet, a central angle of 87 degrees 07 minutes 53 seconds and an arc length of 334.56 feet; thence South 34 degrees 46 minutes 03 seconds West a distance of 42.24 feet; thence North 66 degrees 30 minutes 14 seconds West a distance of 37.23 feet to the Point of Beginning and containing 0.566 acres, more or less.

**EXHIBIT "A"
CONSERVATION AREA EXHIBIT
CCV DEVELOPMENT TRACT**



I:\PROJECTS\2008\2008-0005-D\Output\DWG\Plan\5086_12-31-10\5086-Conservation\Plan\5086_12-31-10.dwg



| | |
|---------|------------|
| DATE | JUN |
| PROJECT | 5086 |
| DATE | 12-31-2010 |
| PROJECT | 10-000 |
| SCALE | 1" = 200' |
| DATE | 12-31-10 |



SCHLAGEL & ASSOCIATES, P.A.
 Engineers • Planners • Surveyors • Landscape Architects
 5600 West 10th Street • Kansas, Kansas 66112
 www.schlager.com • (913) 432-2100 • fax (913) 432-2100
 Kansas State Certificate of Authority
 KC-290 K.A.N. #C-5-04

CONSERVATION EXHIBIT

Exhibit "A-2"

Baseline Documentation of Protected Property

The approximately .566-acre tract preserves a significant, relatively natural animal and plant habitat with native examples of terrestrial and aquatic communities. Native species of grasses, wildflowers, shrubs, and trees exist naturally and are enhanced with local ecotype supplemental plantings. The tract serves to improve water quality through natural soil infiltration, biological filtration, biological remediation, and hydraulic attenuation. Such best management practice functions result through the preservation of natural resource areas.

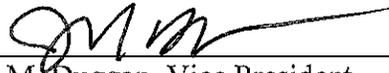
Exhibit "A-3"

Acknowledgment of Easement Documentation Report

Grantor and Grantee acknowledge that each has read the Scientific Assessment of Protected Natural Resource Area (the "Report") dated August 2016 and that the Report and the summary of the Report attached hereto as Exhibit A-2 accurately reflect and represent the condition of the Property subject to the foregoing Conservation Easement as of the date of the recording of this Conservation Easement.

"GRANTOR"

Cedar Creek Development Company, Inc.

By: 
John M. Duggan, Vice President

"GRANTEE"

MIDWEST MITIGATION OVERSIGHT ASSOCIATION,
a Missouri non-profit corporation

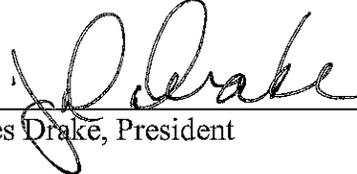
By: 
James Drake, President

Exhibit "A-4"

Partial Release of Mortgage and Assignment of Rents



(Space above reserved for recording certification)

Title of Document: **Partial Release of Mortgage and Assignment of Rents**

Date of Document: December 27, 2016

Grantor/Lender: INTRUST Bank, N.A., 105 N. Main, P.O. Box One, Wichita,
Kansas 67202

Grantee/Borrower: See Page 2

Legal Description: See Exhibit A

Reference Book and Page(s): Book: 20130800; Page: 001913
Book: 20130803; Page: 001914

After recording return to:
Duggan Shadwick Doerr & Kurlbaum LLC
11040 Oakmont Street
Overland Park, Kansas 66210

PARTIAL RELEASE OF MORTGAGE AND ASSIGNMENT OF RENTS

FOR VALUE RECEIVED, the undersigned, INTRUST Bank, N.A., 105 N. Main, P.O. Box One, Wichita, Kansas 67202, hereby RELEASES the real estate described and depicted in **Exhibit A** hereto (the "Property"), which is incorporated herein and made a part of this Partial Release of Mortgage and Assignment of Rents, from the lien and effect of: (1) the Mortgage dated August 2, 2013, executed by Cedar Creek Development Company, Inc., a Kansas corporation; CCV (Tract 1D), LLC, a Kansas limited liability company; CCV (Tract 2A), LLC, a Kansas limited liability company; CCV (Tract 2C), LLC, a Kansas limited liability company; CCV (Tract 7 Commercial), LLC, a Kansas limited liability company; CCV (Tract 7 North Remainder), LLC, a Kansas limited liability company; CCV (Tract 7 South Remainder), LLC, a Kansas limited liability company; CCV (Tract 8), LLC, a Kansas limited liability company; CCV (Tract 11A), LLC, a Kansas limited liability company; CCV (Tract 11B), LLC, a Kansas limited liability company; CCV (Tract 11E), LLC, a Kansas limited liability company; CCV (Tract 13C), LLC, a Kansas limited liability company; and CCV (Tract 13D), LLC, a Kansas limited liability company (collectively, "Borrower"), and recorded with the Johnson County, Kansas Register of Deeds on August 6, 2013, in Book 201308~~85~~, Page 001913 (the "Mortgage"); and (2) the Assignment of Rents dated August 2, 2013, executed by Borrower and recorded with the Johnson County, Kansas Register of Deeds on August 6, 2013, in Book 201308~~85~~, Page 001914 (the "Assignment").

The Mortgage and Assignment described herein shall remain in full force and effect as to the remaining property encumbered thereby but the Property described herein shall be fully released from the lien of the Mortgage and Assignment.

IN WITNESS WHEREOF, the undersigned has set its hand on the date shown below.

[Remainder of page intentionally left blank. Signature page follows.]

INTRUST Bank, N.A.

By: *Randall J. Anderes*
Name: Randall J. Anderes
Title: Community Bank President

STATE OF Kansas)
COUNTY OF Kiley) SS.

On this 27 day of December, 2016, before me appeared Randall J. Anderes, to me personally known, who being by me duly sworn did say that he is a Community Bank President of **INTRUST Bank, N.A.**, a national banking association, and that said Instrument was signed on behalf of said entity, and he acknowledged said Instrument to be the free act and deed of said entity.

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.

Tonya Raulston
Notary Public
Name:

My Commission Expires:
11/22/19



EXHIBIT A

CEDAR CREEK DEVELOPMENT TRACT (1)

Part of the Northeast One-Quarter of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 8; thence South 03 degrees 04 minutes 31 seconds East, along the West line of the said Northeast One Quarter, a distance of 555.24 feet to the Southwest corner of Lot 6, CEDAR CREEK VILLAGE I, TWENTYEIGHTH PLAT a subdivision in the City of Olathe as recorded in book 201210 at page 002215; thence along the South line of said CEDAR CREEK VILLAGE I, TWENTYEIGHTH PLAT for the following eight courses, North 74 degrees 54 minutes 19 seconds East a distance of 98.86 feet; thence North 37 degrees 47 minutes 08 seconds East a distance of 50.41 feet , to the POINT OF BEGINNING; thence continuing North 37 degrees 47 minutes 08 seconds East a distance of 39.08 feet; thence North 47 degrees 52 minutes 19 seconds East a distance of 71.81 feet; thence North 74 degrees 47 minutes 23 seconds East a distance of 177.86 feet; thence South 85 degrees 15 minutes 10 seconds East a distance of 179.22 feet; thence South 76 degrees 30 minutes 54 seconds East a distance of 193.47 feet; thence South 85 degrees 15 minutes 10 seconds East a distance of 119.65 feet to a point on the West right of way line of Bluestem Parkway as now established, said point being a point of curvature; thence Southeasterly along said West right of way line, on a curve to the left having an initial tangent bearing of South 29 degrees 01 minutes 37 seconds East a radius of 537.02 feet, a central angle of 00 degrees 48 minutes 06 seconds and an arc length of 7.51 feet; thence South 77 degrees 24 minutes 46 seconds West a distance of 26.12 feet; thence South 77 degrees 24 minutes 21 seconds West a distance of 60.93 feet to a point of curvature; thence Westerly and Northwesterly on a curve to the right having an initial tangent bearing of South 77 degrees 26 minutes 24 seconds West, a radius of 400.00 feet; a central angle of 44 degrees 27 minutes 29 seconds and an arc length of 310.38 feet to a point of reverse curvature; thence Northwesterly, Westerly and Southwesterly on a curve to the left having a radius of 220.00 feet, a central angle of 87 degrees 07 minutes 51 seconds and an arc length of 334.56 feet; thence South 34 degrees 46 minutes 03 seconds West a distance of 42.24 feet; thence North 66 degrees 30 minutes 14 seconds West a distance of 37.23 feet to the Point of Beginning and containing 0.566 acres, more or less.

TOGETHER WITH

CONSERVATION TRACT 3 (1)

Part of the Southwest One-Quarter of Section 9, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest One-Quarter of said Section 9; thence South 02 degrees 20 minutes 20 seconds East along the West line of said Southwest One-Quarter, a distance of 221.80 feet to the Point of Beginning; thence South 30 degrees 41 minutes 13 seconds East a distance of 148.36 feet; thence South 59 degrees 18 minutes 47 seconds West a distance of 80.04 feet to a point on the West line of said Southwest One-Quarter; thence North 02 degrees 20 minutes 20 seconds West along said West line, a distance of 168.57 feet to the Point of Beginning and containing 0.136 acres, more or less.

TOGETHER WITH

CONSERVATION TRACT 3 (2)

Part of the Northwest One-Quarter of Section 9, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest One-Quarter of said Section 9; thence South 02 degrees 21 minutes 06 seconds East along the West line of said Northwest One-Quarter, a distance of 1829.92 feet to the Point of Beginning; thence North 89 degrees 43 minutes 18 seconds East a distance of 180.28 feet; thence South 81 degrees 01 minutes 24 seconds East a distance of 265.00 feet; thence South 87 degrees 52 minutes 16 seconds East a distance of 254.66 feet to a point of curvature; thence Southerly on a curve to the left having an initial tangent bearing of South 06 degrees 17 minutes 47 seconds East, a radius of 1060.00 feet, a central angle of 00 degrees 30 minutes 34 seconds and an arc length of 9.43 feet; thence South 06 degrees 48 minutes 21 seconds East a distance of 201.08 feet; thence North 76 degrees 31 minutes 28 seconds West a distance of 687.54 feet; thence South 14 degrees 45 minutes 11 seconds West a distance of 165.65 feet to a point on the West line of said Northwest One-Quarter; thence North 02 degrees 21 minutes 06 seconds West along said West line, a distance of 259.15 feet to the Point of Beginning and containing 2.480 acres, more or less.

TOGETHER WITH

CONSERVATION TRACT 13-D (1)

Part of the Southeast One-Quarter of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southeast One-Quarter of said Section 8; thence South 03 degrees 04 minutes 31 seconds East, along the West line of the said Southeast One Quarter, a distance of 1255.80 feet to the Point of Beginning; thence South 41 degrees 22 minutes 41 seconds East a distance of 122.26 feet; thence North 71 degrees 19 minutes 13 seconds East a distance of 320.22 feet; thence South 67 degrees 19 minutes 02 seconds East a distance of 297.29 feet; thence North 83 degrees 00 minutes 42 seconds East a distance of 334.41 feet; thence South 63 degrees 39 minutes 34 seconds East a distance of 99.04 feet; thence North 54 degrees 02 minutes 01 seconds East a distance of 117.18 feet; thence North 79 degrees 43 minutes 27 seconds East a distance of 131.40 feet; thence South 85 degrees 28 minutes 08 seconds East a distance of 130.99 feet; thence South 61 degrees 07 minutes 30 seconds East a distance of 252.77 feet; thence South 67 degrees 22 minutes 58 seconds East a distance of 202.84 feet; thence South 47 degrees 52 minutes 13 seconds East a distance of 141.97 feet; thence South 61 degrees 00 minutes 29 seconds East a distance of 250.94 feet; thence North 85 degrees 42 minutes 34 seconds East a distance of 313.88 feet; thence South 13 degrees 24 minutes 49 seconds East a distance of 248.21 feet; thence North 66 degrees 23 minutes 00 seconds West a distance of 597.00 feet; thence North 44 degrees 23 minutes 51 seconds West a distance of 204.00 feet; thence North 66 degrees 56 minutes 39 seconds West a distance of 467.29 feet; thence South 64 degrees 44 minutes 31 seconds West a distance of 469.71 feet; thence North 89 degrees 08 minutes 06 seconds West a distance of 250.54 feet; thence North 76 degrees 12 minutes 10 seconds West a distance of 364.84 feet; thence South 67 degrees 00 minutes 17 seconds West a distance of 405.00 feet to a point on the said West line of the said Southeast One Quarter; thence North 02 degrees 29 minutes 34 seconds West along said West line a distance of 360.31 feet to the Point of Beginning and containing 8.359 acres, more or less.

TOGETHER WITH

CONSERVATION TRACT 13-D (2)

Part of the Southeast One-Quarter of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of said Section 8; thence South 87 degrees 47 minutes 46 seconds West along the North line of said

Southeast One-Quarter, a distance of 61.61 feet to the Point of Beginning; thence South 00 degrees 01 minutes 11 seconds West a distance of 100.19 feet; thence South 30 degrees 41 minutes 13 seconds East a distance of 138.44 feet to a point on the East line of said Southeast One-Quarter; thence South 02 degrees 20 minutes 20 seconds East along said East line, a distance of 168.57 feet; thence South 59 degrees 18 minutes 47 seconds West a distance of 31.74 feet; thence North 30 degrees 41 minutes 13 seconds West a distance of 156.21 feet; thence North 26 degrees 47 minutes 30 seconds West a distance of 240.29 feet; thence North 03 degrees 23 minutes 50 seconds West a distance of 49.71 feet to a point on the North line of said Southeast One-Quarter; thence North 87 degrees 47 minutes 46 seconds East along said North line, a distance of 140.88 feet to the Point of and containing 0.954 acres, more or less.

TOGETHER WITH

CONSERVATION TRACT 13 E (1)

Part of the Northeast One-Quarter of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 8; thence South 03 degrees 04 minutes 31 seconds East, along the West line of the said Northeast One Quarter, a distance of 555.24 feet to the Southwest corner of Lot 6, CEDAR CREEK VILLAGE I, TWENTYEIGHTH PLAT a subdivision in the City of Olathe as recorded in book 201210 at page 002215, said corner being the POINT OF BEGINNING; thence North 74 degrees 54 minutes 19 seconds East along the South line of said Lot 6, a distance of 98.86 feet; thence North 37 degrees 47 minutes 08 seconds East along the South line of said Lot 6, a distance of 50.41 feet; thence South 66 degrees 30 minutes 14 seconds East a distance of 37.23 feet; thence North 34 degrees 46 minutes 03 seconds East a distance of 42.24 feet to a point of curvature; thence Northeasterly, Easterly and Southeasterly on a curve to the right, tangent to the previous course, having a radius of 220.00 feet, a central angle of 87 degrees 07 minutes 51 seconds and an arc length of 334.56 feet to a point of reverse curvature; thence Southeasterly, Easterly and Northeasterly on a curve to the left having a radius of 400.00 feet, a central angle of 44 degrees 27 minutes 29 seconds and an arc length of 310.38 feet; thence North 77 degrees 24 minutes 21 seconds East a distance of 60.93 feet to a point on the West right of way line of Bluestem Parkway as now established, said point being a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 29 degrees 02 minutes 21 seconds East, a radius of 562.00 feet, a central angle of 16 degrees 38 minutes 17 seconds and an arc length of 163.20 feet; thence South 45 degrees 40 minutes 38 seconds East a

distance of 264.89 feet to a point on the North line of Lot 1, HIDDEN LAKE ESTATES, FIRST PLAT, a subdivision in the City of Olathe as recorded in book 201511 at page 001058; thence along the Northerly and Westerly line of said HIDDEN LAKE ESTATES, FIRST PLAT, the following five courses, North 74 degrees 45 minutes 06 seconds West a distance of 518.55 feet; thence South 54 degrees 52 minutes 46 seconds West a distance of 554.89 feet; thence South 41 degrees 40 minutes 06 seconds East a distance of 230.38 feet; thence South 70 degrees 33 minutes 22 seconds West a distance of 182.71 feet; thence South 26 degrees 24 minutes 14 seconds West a distance of 245.27 feet to a point on the West line of said Northeast One-Quarter; thence North 03 degrees 04 minutes 31 seconds West along said West line a distance of 841.78 feet to the Point of Beginning and containing 8.541 acres, more or less.

TOGETHER WITH

CONSERVATION TRACT 13 E (2)

Part of the Northeast One-Quarter of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 8 ; thence South 03 degrees 04 minutes 31 seconds East along the West line of said Northeast One-Quarter, a distance of 1679.60 feet to the Point of Beginning; thence South 63 degrees 35 minutes 46 seconds East a distance of 412.22 feet; thence South 38 degrees 32 minutes 15 seconds East a distance of 149.70 feet; thence South 63 degrees 02 minutes 33 seconds East a distance of 217.29 feet; thence South 85 degrees 33 minutes 31 seconds East a distance of 158.28 feet; thence South 60 degrees 20 minutes 40 seconds East a distance of 310.25 feet; thence South 43 degrees 14 minutes 15 seconds East a distance of 65.60 feet; thence South 48 degrees 07 minutes 59 seconds West a distance of 132.36 feet; thence North 57 degrees 40 minutes 58 seconds West a distance of 291.15 feet; thence South 87 degrees 34 minutes 03 seconds West a distance of 257.03 feet; thence North 71 degrees 04 minutes 02 seconds West a distance of 433.79 feet; thence North 86 degrees 21 minutes 32 seconds West a distance of 94.98 feet to a point on the West line of said Northeast One-Quarter; thence North 03 degrees 04 minutes 31 seconds West along said West line, a distance of 409.88 feet to the Point of Beginning, and containing 5.882 acres, more or less.

TOGETHER WITH

CONSERVATION TRACT 13 E (3)

Part of the Northeast One-Quarter of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 8 ; thence South 02 degrees 21 minutes 06 seconds East along the East line of said Northeast One-Quarter, a distance of 1829.92 feet to the Point of Beginning; thence continuing South 02 degrees 21 minutes 06 seconds East along said East line, a distance of 259.15 feet; thence South 14 degrees 45 minutes 11 seconds West a distance of 35.68 feet; thence South 00 degrees 47 minutes 52 seconds East a distance of 141.74 feet; thence South 09 degrees 53 minutes 29 seconds West a distance of 188.81 feet; thence South 00 degrees 01 minutes 11 seconds West a distance of 175.00 feet to a point on the South line of said Northeast One-Quarter; thence South 87 degrees 47 minutes 46 seconds West along said South line, a distance of 140.88 feet; thence North 03 degrees 23 minutes 50 seconds West a distance of 183.16 feet; thence North 12 degrees 13 minutes 41 seconds West a distance of 77.51 feet; thence North 28 degrees 48 minutes 43 seconds East a distance of 202.09 feet; thence North 00 degrees 27 minutes 31 seconds East a distance of 206.16 feet; thence North 44 degrees 01 minutes 27 seconds West a distance of 234.52 feet; thence North 25 degrees 56 minutes 15 seconds West a distance of 86.77 feet; thence North 61 degrees 44 minutes 23 seconds West a distance of 449.47 feet; thence North 72 degrees 54 minutes 44 seconds West a distance of 284.73 feet; thence North 09 degrees 15 minutes 17 seconds East a distance of 172.53 feet; thence North 64 degrees 00 minutes 09 seconds West a distance of 493.74 feet to a point of curvature; thence Northwesterly along a curve to the left having an initial tangent bearing of North 02 degrees 44 minutes 08 seconds West, a radius of 355.00 feet, a central angle of 42 degrees 56 minutes 30 seconds and an arc length of 266.06 feet; thence North 45 degrees 40 minutes 38 seconds West a distance of 299.04 feet to a point of curvature; thence Northwesterly along a curve to the right tangent to the previous course, having a radius of 423.00 feet, a central angle of 07 degrees 44 minutes 18 seconds and an arc length of 57.13 feet; thence South 83 degrees 01 minutes 25 seconds East a distance of 345.09 feet; thence South 26 degrees 01 minutes 24 seconds East a distance of 310.00 feet; thence South 78 degrees 01 minutes 24 seconds East a distance of 160.00 feet; thence South 38 degrees 01 minutes 24 seconds East a distance of 390.00 feet; thence South 64 degrees 31 minutes 24 seconds East a distance of 500.00 feet; thence South 51 degrees 01 minutes 24 seconds East a distance of 210.00 feet; thence South 24 degrees 01 minutes 24 seconds East a distance of 275.00 feet; thence North 89 degrees 43 minutes 18 seconds East a distance of 139.66 feet to the Point of Beginning, and containing 10.585 acres, more or less.

TOGETHER WITH

CONSERVATION TRACT 13-C (1)

Part of the West one half of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest One-Quarter of said Section 8; thence South 03 degrees 04 minutes 31 seconds East, along the East line of the said Northwest One Quarter, a distance of 759.24 feet to the Point of Beginning; thence continuing South 03 degrees 04 minutes 31 seconds East, along the East line of the said Northwest One Quarter, a distance of 637.78 feet to a point on the West line of Lot 20, HIDDEN LAKE ESTATES, FIRST PLAT, a subdivision in the City of Olathe as recorded in book 201511 at page 001058; thence along the Westerly line of said HIDDEN LAKE ESTATES, FIRST PLAT, the following three courses, South 26 degrees 24 minutes 14 seconds West a distance of 57.78 feet; thence South 03 degrees 04 minutes 31 seconds East a distance of 216.21 feet; thence South 63 degrees 35 minutes 46 seconds East a distance of 32.66 feet to a point on the East line of said Northwest One-Quarter; thence South 03 degrees 04 minutes 31 seconds East, along said East line, a distance of 409.88 feet; thence North 86 degrees 21 minutes 32 seconds West a distance of 168.60 feet; thence South 01 degrees 50 minutes 44 seconds West a distance of 519.62 feet; thence South 35 degrees 23 minutes 55 seconds East a distance of 367.43 feet; thence South 03 degrees 34 minutes 43 seconds West a distance of 322.21 feet, thence South 87 degrees 23 minutes 44 seconds West a distance of 459.54 feet to a point of curvature; thence Northwesterly on a curve to the left having an initial tangent bearing of North 11 degrees 39 minutes 50 seconds East, a radius of 910.00 feet, a central angle of 50 degrees 38 minutes 25 seconds and an arc length of 804.29 feet to a point of reverse curvature; thence Northwesterly along a curve to the right having an initial tangent bearing of North 38 degrees 58 minutes 34 seconds West, a radius of 690.00 feet, a central angle of 03 degrees 43 minutes 16 seconds and an arc length of 44.81 feet; thence North 38 degrees 19 minutes 10 seconds East a distance of 210.70 feet; thence North 13 degrees 09 minutes 27 seconds West a distance of 254.28 feet; thence North 01 degrees 25 minutes 50 seconds East a distance of 355.58 feet; thence North 04 degrees 15 minutes 25 seconds East a distance of 292.49 feet; thence North 14 degrees 47 minutes 36 seconds West a distance of 320.00 feet; thence North 87 degrees 13 minutes 16 seconds West a distance of 261.55 feet; thence North 63 degrees 14 minutes 29 seconds West a distance of 228.34 feet to a point on the Southeasterly line of Block 2, CEDAR CREEK VILLAGE I, NINTH PLAT a subdivision in the City of Olathe as recorded in book 74 at page 10 ; thence North 45 degrees 13 minutes 42 seconds East along said Southeasterly line a distance of 175.25 feet to the Westernmost corner of Tract 36, CEDAR CREEK VILLAGE I, FIFTH PLAT, a

subdivision in the City of Olathe as recorded in book 72 at page 26; thence along the South and East line of said Tract 36, CEDAR CREEK VILLAGE I, FIFTH PLAT the following six courses, South 65 degrees 08 minutes 22 seconds East a distance of 132.71 feet; thence South 89 degrees 07 minutes 11 seconds East a distance of 380.00 feet; thence North 77 degrees 25 minutes 29 seconds East a distance of 106.00 feet; thence South 87 degrees 34 minutes 31 seconds East a distance of 154.00 feet; thence North 50 degrees 55 minutes 29 seconds East a distance of 196.00 feet to the Point of Beginning and containing 28.239 acres, more or less.

TOGETHER WITH

CONSERVATION TRACT 13-C (2)

Part of the Southwest One-Quarter of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of said Section 8; thence South 02 degrees 29 minutes 34 seconds East, along the East line of the said Southwest One Quarter, a distance of 739.78 feet; thence South 87 degrees 30 minutes 26 seconds West a distance of 110.67 feet to the Point of Beginning; thence South 08 degrees 02 minutes 12 seconds West a distance of 313.12 feet; thence South 41 degrees 22 minutes 41 seconds East a distance of 267.45 feet to a point on the East line of the Southwest One-Quarter of said Section 8; thence South 02 degrees 29 minutes 34 seconds East, along said East line a distance of 360.31 feet; thence South 67 degrees 00 minutes 17 seconds West a distance of 132.43 feet; thence North 48 degrees 03 minutes 40 seconds West a distance of 190.51 feet to a point of curvature; thence Northwesterly and Northerly along a curve to the right tangent to the previous course, having a radius of 940.00 feet, a central angle of 52 degrees 44 minutes 08 seconds and an arc length of 865.19 feet; thence North 87 degrees 23 minutes 44 seconds East a distance of 424.00 feet Point of Beginning and containing 7.599 acres, more or less.

