RECORDER'S CERTIFICATION JACKSON COUNTY, MISSOURI 09/06/2017 04:52:50 PM

INSTRUMENT TYPE: EASE FEE: \$90.00 24 PGS



Robert To Kelly, Director, Recorder Of Deeds

1. Title of Document: Conservation Easement

2. Date of Document: September 1, 2017

3. Grantor: Habitat-Missouri 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

PO Box 480271

Kansas City, MO 64148

6. Property Descriptions: See Exhibits "A1-1 through A1-6"

See Exhibits "A3-1 through A3-3"

See Exhibits "A4-1 through A4-7"

7. Reference Books and Pages: None

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 1st day of September, 2017, by Habitat-Missouri LLC, having an address of 24820 Miller Road Harrisonville MO 74701 ("Grantor") to Midwest Mitigation Oversight Association Incorporated, having an address of PO Box 480271 Kansas City MO 64148 ("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 Jackson County, Missouri, more particularly described in Exhibits A1-1 through A1-6, Exhibits A3-1 through A3-3, and Exhibits A4-1 through A4-7, attached hereto and incorporated herein ("Property"); and

WHEREAS, Department of the Army (DA) Regulatory Action No. NWK-2015-02320 of the U.S. Army Corps of Engineers ("Corps") (hereinafter referred to as the "Regulatory Action") authorizes certain activities which affect waters of the United States; and

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

WHEREAS, Grantor, in consideration of the authorization of this Regulatory Action to construct and operate the permitted activity, and as an inducement to the authorization of the Regulatory Action, 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 Regulatory Action 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 Regulatory Action, 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 Missouri;
- e. Exploration for, or extraction of, oil or gas in such a manner as to affect the surface, or excavation, dredging, or removal of coal, loam, peat, gravel, soil, rock, or other material substance;
- 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 Missouri and shall maintain the hydrology of the Property as it currently exists or as otherwise required by the Regulatory Action 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, and Grantor further covenants not to hold any portion of the Property open to general use by the public except with the written permission of the Corps and Grantee.
- 9. **Liability:** Grantor shall continue to retain all liability for any injury or damage to the person or property of third parties that may occur on the Property arising from ownership of the Property. Neither Grantor, nor any person claiming by or through Grantor, shall hold Grantee 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 Jackson County, Missouri, 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 Jackson County, Missouri. Enforcement of this Conservation Easement shall be at the reasonable discretion of the Grantee or the Corps, and any forbearance on behalf of Grantee or the Corps to exercise its or their rights hereunder in the event of any breach by Grantor shall not be deemed or construed to be a waiver of rights. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions, and restrictions of this Conservation Easement, including without limitation, the costs of suit, and attorney's fees, shall be borne by and recoverable against the non-prevailing party in such proceedings, except that such costs shall not be recoverable against the Corps. In addition, if the Grantee or the Corps shall prevail in an enforcement action, such party shall also be entitled to recover that party's cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of these Restrictions or to the vegetative and hydrologic condition required by the Regulatory Action 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.

ACKNOWLEDGEMENT

STATE OF MISSOURI

COUNTY OF Jackson	
On this day of	in the year 20/1, before me, the undersigned notary
public, personally appeared Davi	L Flick, known to me to be the person(s) whose
name(s) is/are subscribed to the w	ithin instrument and acknowledged that he/she/they executed
the same for the purposes therein of	contained. In witness whereof, I hereunto set my hand and
official seal.	
KATHY REYNOLDS Notary Public-Notary Seal	Notary Public Residing at Cathy Legnolds (136 SW Pacific Raye Lees Summit MO)
State of Missouri Commissioned for Jackson County	My Commission
Commission Expires; June 15, 2018	Expires June 15, 2018
Commission Number: 14985331	Expires June 13, 2010

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, Grantee.

Dated this 1 day of September, 2017.

Signature

Title

- 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 Jackson County, Missouri. No action shall be taken, however, without advance written approval thereof by the Corps. Corps approval shall be by letter attached as an exhibit to the document amending, altering, canceling, or revoking the Conservation Easement, and said letter shall be informal and shall not require notarization. It is understood and agreed that Corps approval requires a minimum of sixty (60) days written notice, and that the Corps may require substitute or additional mitigation, a separate conservation easement or alternate deed restrictions, or other requirements as a condition of approval. Any amendment, alteration, release, cancellation, or revocation together with written Corps approval thereof shall then be filed in the public records of Jackson County, Missouri, within 30 days thereafter.
- 17. **Controlling Law:** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Missouri.

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 1 day of September, 2017

Grantor: Habitat-Missouri LLC

Dail 27hil

Signature

Description:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 49, RANGE 30, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, AFORESAID, RUN THENCE NORTH 0147'33" EAST ALONG THE WEST LINE THEREOF, 126.01 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, "WINDING CREKE ESTATES", SECOND PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 77'11'14" EAST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION, 10.31 FEET; THENCE NORTH 72'23'35" EAST ALONG SAID SOUTHERLY LINE, OF SAID LOT 2, 20.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 2, 20.00 FEET TO THE SOUTHWEST CORNER OF TRACT "A", "WINDING CREEK ESTATES", THENCE NORTH 27'23'20'16" WEST ALONG THE EASTERLY LINE OF SAID LOT 2, 20.00 FEET TO THE SOUTHWEST CORNER OF TRACT "A", "WINDING CREEK ESTATES" CALONG THE WESTERLY LINE OF SAID TRACT "A" THE FOLLOWING DESCRIBED COURSES: NORTH 23'20'16" WEST, 11.09 FEET; THENCE ALONG THE WESTERLY LINE OF SAID TRACT "A" THE FOLLOWING DESCRIBED COURSES: NORTH 23'20'16" WEST, 17.10 FEET; THENCE NORTH 23'20'16" WEST, 28.00 FEET; THENCE NORTH 23'20'16" WEST, 28.00 FEET; THENCE NORTH 85'03'23" EAST, 64.18 FEET; THENCE NORTH 54'09'28" EAST, 64.18 FEET; THENCE NORTH 54'09'28" EAST, 64.37 FEET; THENCE NORTH 54'09'28" EAST, 64.13 FEET; THENCE NORTH 54'09'28" EAST, 64.37 FEET; THENCE NORTH 54'09'28" EAST, 43.69 FEET TO THE NORTH HESTERLY CORNER OF SAID TRACT "A", "WINDING CREEK ESTATE", NOR PLAT, THENCE NORTH 68'47'57" EAST ALONG THE NORTH HEST CORNER OF SAID TRACT "A", "HENCE SOUTH 66'59'27" EAST, 42.36 FEET TO A SOUTHFERLY CORNER OF LOT 9, "CREEKSIDE LANDING" SAID PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, SOUTH 58'41'22' EAST, 268.08 FEET TO THE NORTH 45'06'15" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 563.06 FEET; THENCE SOUTH 66'39'27" EAST, 108.39 FEET; THENCE SOUTH 58'31'21" EAST, 148.37.1 FEET; THENCE SOUTH 58'31'31" EAST, 148.37.1 FEET; THENCE SOUTH 56'30'31

DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD HARRISONVILLE, MO 64701

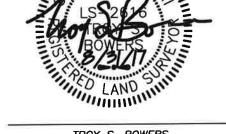
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NOTE:

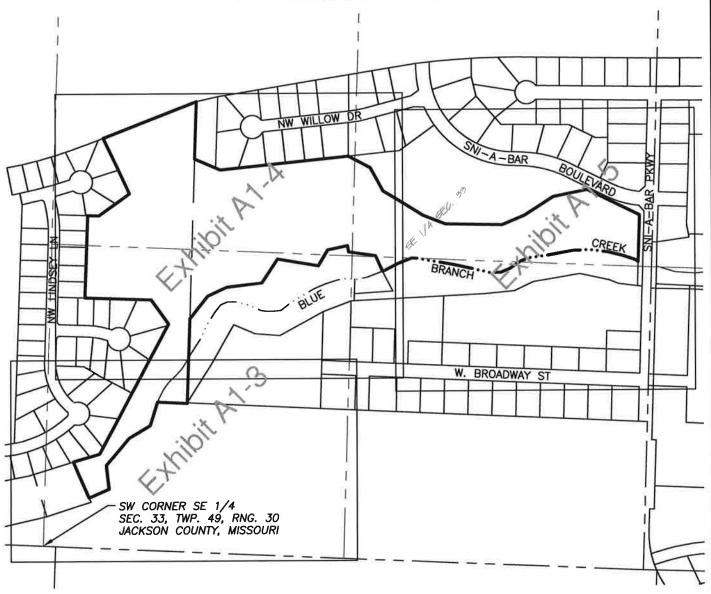
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BOUNDARY SURVEY. THE PURPOSE OF
THIS DRAWING IS TO ILLUSTRATE AN
EASEMENT.



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SHITE OF MISSING



DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD

HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT1.DWG



SCALE: 1"=400'





EMPLOYEE OWNED

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ANDERSON ENGINEERING

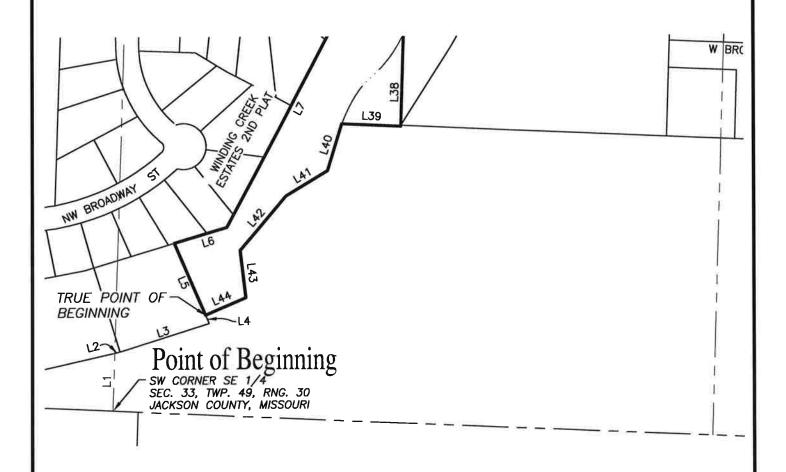
TROY S. BOWERS PROFESSIONAL LAND SURVEYOR MO LS 2616

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY. THE PURPOSE OF

THIS DRAWING IS TO ILLUSTRATE AN

NOTE:

EASEMENT.



DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT1.DWG



SCALE: 1"=200'

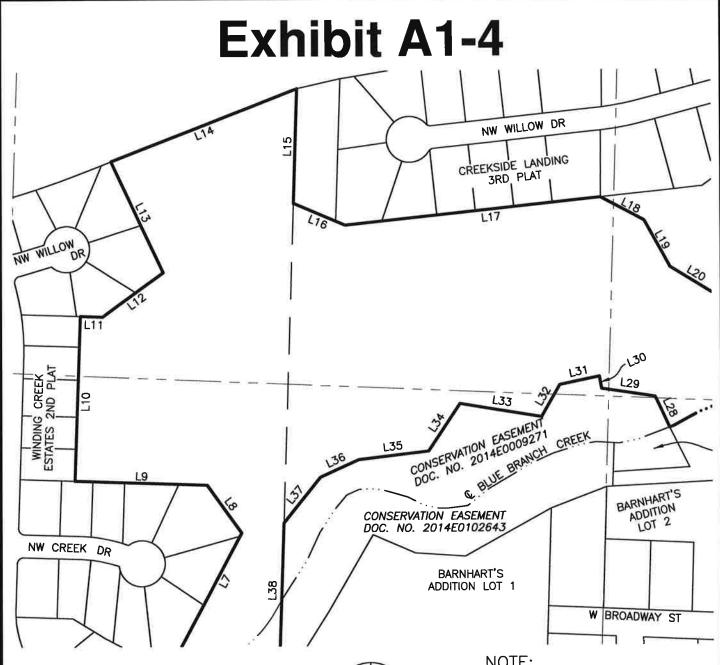


ANDERSON COA# 000062

NOTE:

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY. THE PURPOSE OF THIS DRAWING IS TO ILLUSTRATE AN EASEMENT.





DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD

HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT1.DWG



SCALE: 1"=200'

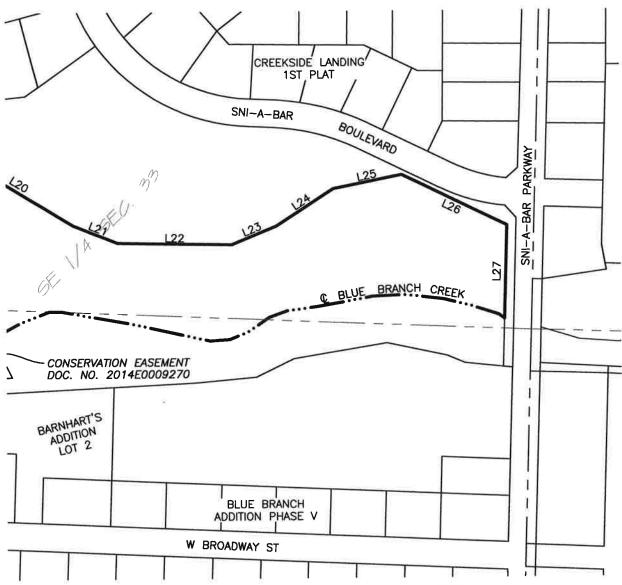
NOTE: THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY. THE PURPOSE OF THIS DRAWING IS TO ILLUSTRATE AN EASEMENT.



TROY S. BOWERS
PROFESSIONAL LAND SURVEYOR
MO LS 2616

ANDERSON ENGINEERING

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DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC

24820 MILLER ROAD HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT1.DWG



SCALE: 1"=200'

NOTE:

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BOUNDARY SURVEY. THE PURPOSE OF THIS DRAWING IS TO ILLUSTRATE AN

EASEMENT.



TROY S. BOWERS PROFESSIONAL LAND SURVEYOR MO LS 2616

ANDERSON ENGINEERING **EMPLOYEE OWNED**

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NOTE:

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BOUNDARY SURVEY. THE PURPOSE OF
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EASEMENT.



TROY S. BOWERS PROFESSIONAL LAND SURVEYOR MO LS 2616

DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD

HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT1.DWG



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ANDERSON COA# 000062

Line Table

LINE	BEARING	DISTANCE
L1	N 01'47'33" E	126.01
L2	N 77'11'14" E	10.31
L3	N 72'23'36" E	206.11*
L4	N 23'20'16" W	20.00
L5	N 23'20'16" W	171.09
L6	N 73'16'13" E	119.55'
L7	N 27'59'38" E	641.68
L8	N 35'43'28" W	129.06
L9	N 88'00'23" W	288.50'
L10	N 01°59'37" E	360.00
L11	S 88'00'23" E	48.53'
L12	N 54°09'28" E	164.37'
L13	N 25'03'26" W	268.08'
L14	N 68'47'57" E	436.96'
L15	S 01'55'07" W	251.11
L16	S 66'59'27" E	122.36
L17	N 84'06'15" E	563.06
L18	S 62'03'13" E	108.82*
L19	S 28'47'04" E	116.03
L20	S 58'41'22" E	206.25
L21	S 68'32'03" E	105.30'
L22	S 88'51'21" E	248.52
L23	N 67°49'17" E	106.75
L24	N 57°24'31" E	148.71
L25	N 78'38'06" E	152.40'
L26	S 64'03'41" E	255.78
L27	S 01°51'30" W	204.22
L28	N 25'02'26" W	74.67'
L29	N 81°22'12" W	118.39'
L30	N 10'49'57" W	27.35
L31	S 78'20'02" W	88.40
L32	S 30'10'45" W	80.46
L33	N 80'32'37" W	181. 4 0'
L34	S 33'38'57" W	124.16
L35	S 83'28'44" W	153.79
L36	S 65'18'47" W	92.44
L37	S 39'02'06" W	127.73
L38	S 01'55'07" W	368.94
L39	N 87°20'36" W	128.80
L40	S 17'10'38" W	107.15
L41	S 59'05'21" W	107.98
L42	S 40°15'10" W	154.64
L43	S 06'43'41" E	103.90
L44	S 66'39'44" W	95.30

Description:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 49, RANGE 30, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3, AFORESAID, RUN THENCE NORTH 01*51'30" EAST ALONG THE WEST LINE THEREOF, 1430.70 FEET; THENCE SOUTH 88°08'30" EAST, 21.42 FEET TO THE SOUTHWEST CORNER OF LOT 50, "CREEKSIDE LANDING" 2ND PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PATTED AND RECORDED, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 82°06'20" EAST, 142.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT 50; THENCE NORTH 10°27'46" WEST ALONG THE EAST LINE OF SAID LOT 50, 14.26 FEET; THENCE SOUTH 87°57'48" EAST, 226.77 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A CHORD BEARING OF NORTH 84°51'44" EAST, AND AN ARC LENGTH OF 162.78 FEET; THENCE NORTH 77°41'17" EAST, 307.54 FEET; THENCE SOUTH 45°27'39" EAST, 194.91 FEET; THENCE SOUTH 49°59'52" EAST, 250.17 FEET; THENCE SOUTH 65°13'25" EAST, 301.54 FEET TO A WESTERLY CORNER OF LOT 1, "ROYER'S FUNERAL HOME", A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE SOUTH 33°58'03" EAST, 208.28 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE AA, AS NOW LOCATED; THENCE SOUTH 72"20'05" WEST ALONE SAID RIGHT-OF-WAY LINE, 149.65 FEET; THENCE SOUTH 56'58'32" WEST ALONG SAID RIGHT-OF-WAY LINE, 61.26 FEET; THENCE SOUTH 57°44'26" WEST ALONG SAID RIGHT-OF-WAY LINE, 83.28 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 03'13'43" EAST, 198.58 FEET; THENCE NORTH 58'35'49" WEST, 563.47 FEET; THENCE SOUTH 83'11'21" WEST, 186.51 FEET; THENCE SOUTH 73'14'00" WEST, 219.60 FEET; THENCE NORTH 86'39'34" WEST, 425.25 FEET TO A POINT ON THE EAST RIGHT—OF—WAY LINE OF SNI-A-BAR PARKWAY, AS NOW LOCATED; THENCE NORTH 01°51'48" EAST ALONG SAID RIGHT-OF-WAY LINE, 183.13 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 7.18 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS OR RIGHT—OF—WAYS.

DATE: AUGUST 31, 2017

JOB NO: 21187-17

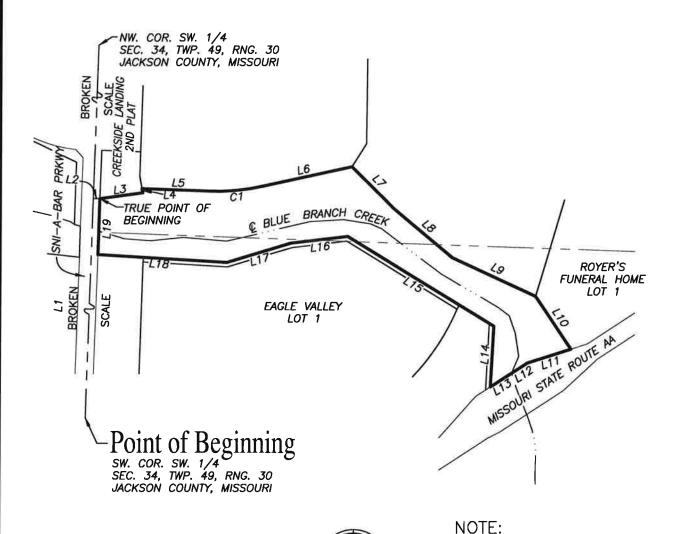
FOR: HABITAT MISSOURI, LLC 24820 S. MILLER RD. HARRISONVILLE, MO. 64701

DRAWING NO. 21187ESMT2.DWG



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DATE: AUGUST 31, 2017

JOB NO: 21187-17

FOR: HABITAT MISSOURI, LLC 24820 S. MILLER RD.

HARRISONVILLE, MO. 64701

DRAWING NO. 21187ESMT2.DWG



SCALE: 1"=300"



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ANDERSON ENGINEERING **EMPLOYEE OWNED**

PROFESSIONAL LAND SURVEYOR



THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY. THE PURPOSE OF

EASEMENT.

THIS DRAWING IS TO ILLUSTRATE AN

TROY S. BOWERS MO LS 2616

Description:

PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE SOUTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 49, RANGE 30, JACKSON COUNTY, MISSOURI, AND PART OF THE SOUTHWEST QUARTER OF SECTION 3, AND PART OF THE NORTHWEST QUARTER OF SECTION 3, AND PART OF THE NORTHWEST QUARTER OF SECTION 3, AND PART OF THE NORTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 48, RANGE 30, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, AFORESAID, RUN THENCE NORTH 88°03'37" WEST ALONG THE SOUTH LINE THEREOF, 333.24 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 01°53'30" EAST, 467.21 FEET TO THE SOUTHWEST CORNER OF LOT 1, "OLD TOWNE MARKETPLACE", 4TH IHENCE NORTH 01'53'30" EAST, 467.21 FEET TO THE SOUTHWEST CORNER OF LOT 1, "OLD TOWNE MARKETPLACE", 4TH PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE SOUTH 87'59'34" EAST, 267.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 02'00'26" EAST ALONG THE EAST LINE OF SAID LOT 1, 155.00 FEET; THENCE SOUTH 87'59'34" EAST, PARALLEL WITH THE SOUTH RIGHT—OF—WAY LINE OF ROCK CREEK LANE, AS NOW LOCATED, 1319.50 FEET TO A POINT ON THE WEST RIGHT—OF—WAY LINE OF BUCKNER TARSNEY ROAD, AS NOW LOCATED; THENCE ALONG SAID RIGHT—OF—WAY LINE THE FOLLOWING DESCRIBED COURSES; SOUTH 01'55'59" WEST, 139.72 FEET; THENCE SOUTH 40'39'24" WEST, 287.77 FEET; THENCE SOUTH 01'55'59" WEST, 75.01 FEET; THENCE SOUTH 88'04'01" EAST, 100.01 FEET; THENCE SOUTH 53'04'48" EAST, 122.07 FEET; THENCE SOUTH 01'55'59" WEST, 110.06 FEET; THENCE SOUTH 06'52'47" EAST, 187.38 FEET: THENCE SOUTH 01'43'42" WEST, 187.38 FEET: THENCE SOUTH 01'43'42" WEST, 128.38 FEET: THENCE DEPARTING SAID RICHT—OF—WAY LINE SOUTH 47'09'35" 53°04'48" EAST, 122.07 FEET; THENCE SOUTH 01°55'59" WEST, 110.06 FEET; THENCE SOUTH 06°52'47" EAST, 187.38 FEET; THENCE SOUTH 01°43'42" WEST, 128.38 FEET; THENCE DEPARTING SAID RIGHT—OF—WAY LINE SOUTH 47°09'35" WEST, 1721.76 FEET; THENCE NORTH 88°07'41" WEST, 1351.74 FEET; THENCE NORTH 02°24'24" EAST, 221.45 FEET; THENCE NORTH 87°31'52" WEST, 494.39 FEET TO A COMMON CORNER OF LOTS 28 AND 29, "SNI—A—BAR FARMS" 2ND PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE SOUTH 64°22'14" WEST ALONG THE NORTHERLY LINE OF LOTS 28 AND 27 IN SAID "SNI—A—BAR FARMS", 187.53 FEET TO A COMMON CORNER OF SAID LOT 27 AND LOT 11 IN "SNI—A—BAR FARMS" 1ST PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 49°08'07" WEST, 90.66 FEET TO THE NORTHERLY CORNER OF SAID LOT 11, "SNI—A—BAR FARMS" 1ST PLAT; THENCE NORTH 64'22'03" WEST ALONG THE NORTHERLY LINE OF SAID LOT 11, 56.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING ON THE EASTERLY RIGHT—OF—WAY LINE OF SW CROSS CREEK DRIVE, AS NOW LOCATED; THENCE NORTH 12'47'24" EAST ALONG SAID RIGHT—OF—WAY LINE, 8.44 FEET; THENCE ALONG SAID RIGHT—OF—WAY LINE ON A CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 24°04'48" CROSS CREEK DRIVE, AS NOW LOCATED; THENCE NORTH 12°47'24" EAST ALONG SAID RIGHT—OF—WAY LINE, 8.44 FEET; THENCE ALONG SAID RIGHT—OF—WAY LINE ON A CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 24°04'48" WEST, A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 77°12'36" WEST, AND AN ARC LENGTH OF 249.81 FEET TO A POINT ON THE WESTERLY RIGHT—OF—WAY LINE OF SAID SW CROSS CREEK DRIVE; THENCE SOUTH 12°47'24" WEST ALONG SAID RIGHT—OF—WAY LINE, 4.00 FEET TO THE NORTHEAST CORNER OF LOT 10 IN SAID "SNI—A—BAR FARMS" 1ST PLAT; THENCE NORTH 77°12'36" WEST, 135.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, SAID POINT BEING ON THE EAST LINE OF TRACT E "FARMINGTON MEADOWS" 2ND PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 12°49'17" EAST ALONG SAID EAST LINE, 300.92 FEET TO A NORTHEASTERLY CORNER OF SAID TRACT E; THENCE NORTH 27°24'14" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT E AND THE NORTHEASTERLY LINE OF LOTS 15 THRU 21 IN "FARMINGTON MEADOWS", 1ST PLAT, A SUBDIVISION OF LAND IN JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED, 569.16 FEET TO A NORTHERLY CORNER OF SAID LOT 15; THENCE NORTH 77"32'49" WEST ALONG A NORTHERLY LINE OF SAID "FARMINGTON MEADOWS" 1ST PLAT, 240.00 FEET TO A NORTHERLY CORNER OF LOT 14 IN SAID SUBDIVISION; THENCE SOUTH 66°27'11" WEST ALONG A NORTHERLY LINE OF LOTS 13 AND 14 IN SAID NORTHERLY LINE OF SAID "FARMINGTON MEADOWS" 1ST PLAT, 240.00 FEET TO A NORTHERLY CORNER OF LOT 14 IN SAID SUBDIVISION; THENCE SOUTH 66°27'11" WEST ALONG A NORTHERLY LINE OF LOTS 13 AND 14 IN SAID "FARMINGTON MEADOWS" 1ST PLAT, 145.00 FEET TO A NORTHWESTERLY CORNER OF LOT 13, "FARMINGTON MEADOWS" 1ST PLAT; THENCE SOUTH 12°33'58" WEST ALONG THE WEST LINE OF SAID LOT 13, 122.27 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, SAID POINT BEING ON THE NORTHERLY LINE OF LOTS 1 THRU 5 AND TRACT A IN SAID "FARMINGTON MEADOWS" 1ST PLAT AND THE NORTHEASTERLY LINE OF LOT 94, "CHRISTIE MEADOWS" 5TH PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 77°37'38" WEST ALONG SAID LINE, 368.18 FEET TO A COMMON CORNER OF LOTS 94 AND 95 IN SAID "CHRISTIE MEADOWS" 5TH PLAT; THENCE NORTH 29°02'47" WEST ALONG AN EASTERLY LINE OF SAID "CHRISTIE MEADOWS" 5TH PLAT, 344.00 FEET TO A NORTHEASTERLY CORNER OF LOT 98 IN SAID SUBDIVISION;

(CONTINUED)

DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT3.DWG



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(CONTINUED)

THENCE NORTH 72'44'20" WEST ALONG THE NORTHERLY LINE OF SAID LOT 98, 110.64 FEET TO A COMMON CORNER OF LOTS 98 AND 99 IN SAID "CHRISTIE MEADOWS" 5TH PLAT; THENCE SOUTH 60'57'13" WEST ALONG THE NORTH LINE OF SAID LOT 99, 103.52 FEET TO THE SOUTHEAST CORNER OF LOT 53 IN "CHRISTIE MEADOWS" 3RD PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 28'46'44" WEST ALONG THE EASTERLY LINE OF LOTS 53 AND 54 IN SAID SUBDIVISION, 299.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 54, SAID POINT BEING ON THE SOUTHERLY LINE OF LOT 4, "BLUE BRANCH" PHASE VIII, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 60'57'13" EAST ALONG SAID SOUTHERLY LINE, 61.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 29'02'47" WEST ALONG THE EASTERLY LINE OF LOTS 2 THRU 4 IN SAID "BLUE BRANCH" PHASE VIII, 300.14 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2, SAID POINT BEING COMMON WITH THE LOTS 4 AND 5, "BLUE BRANCH" PHASE VII, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 09'56'05" WEST ALONG THE EASTERLY LINE OF LOTS 3 AND 4 IN SAID "BLUE BRANCH" PHASE VII, 448.79 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 3, SAID POINT BEING ON THE SOUTHERLY RIGHT—OF—WAY LINE OF MISSOURI STATE ROUTE AA, AS NOW LOCATED; THENCE NORTH 56'57'30" EAST ALONG SAID RIGHT—OF—WAY LINE, 249.75 FEET; THENCE NORTH 47'29'46" EAST ALONG SAID RIGHT—OF—WAY LINE, 6.12 FEET TO A NORTHWESTERLY CORNER OF LOT 124, "CORRECTED CROSS CREEK" 5TH PLAT, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE SOUTH 01'57'44" WEST ALONG THE WEST LINE OF LOTS 124 THRUE 28 IN SAID "CORRECTED CROSS CREEK" 5TH PLAT AND A PROJECTION THEREOF, 608.32 FEET; THENCE SOUTH 61'16'37" EAST, 831.29 FEET; THENCE SOUTH 88'02'56" EAST, 937.24 FEET; THENCE SOUTH 01'48'11" WEST, 253.69 FEET; THENC

DATE: AUGUST 31, 2017

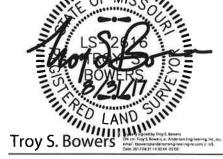
JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT3.DWG



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<u>Line Table</u>

BEARING	DISTANCE
N 01°51'30" E	1430.70
S 88'08'30" E	21.42'
N 82'06'20" E	142.60'
N 10°27'46" W	14.26'
S 87°57'48" E	226.77
N 77°41'17" E	307.54
S 45°27'39" E	194.91
S 49'59'52" E	250.17'
S 65'13'25" E	301.54
S 33°58'03" E	208.28
S 72'20'05" W	149.65
S 56°58'32" W	61.26'
S 57°44'26" W	83.28
N 03'13'43" E	198.58'
N 58'35'49" W	563.47
S 83'11'21" W	186.51
S 73'14'00" W	219.60'
N 86°39'34" W	425.25'
N 01°51'48" E	183.13
	N 01*51'30" E S 88*08'30" E N 82*06'20" E N 10*27'46" W S 87*57'48" E N 77*41'17" E S 45*27'39" E S 65*13'25" E S 33*58'03" E S 72*20'05" W S 56*58'32" W S 57*44'26" W N 03*13'43" E N 58*35'49" W S 83*11'21" W S 73*14'00" W N 86*39'34" W

Curve Table

CURVE	RADIUS	ARC LENGTH
C1	650.00	162.78

DATE: AUGUST 31, 2017

JOB NO: 21187-17

FOR: HABITAT MISSOURI, LLC 24820 S. MILLER RD. HARRISONVILLE, MO. 64701

DRAWING NO. 21187ESMT2.DWG

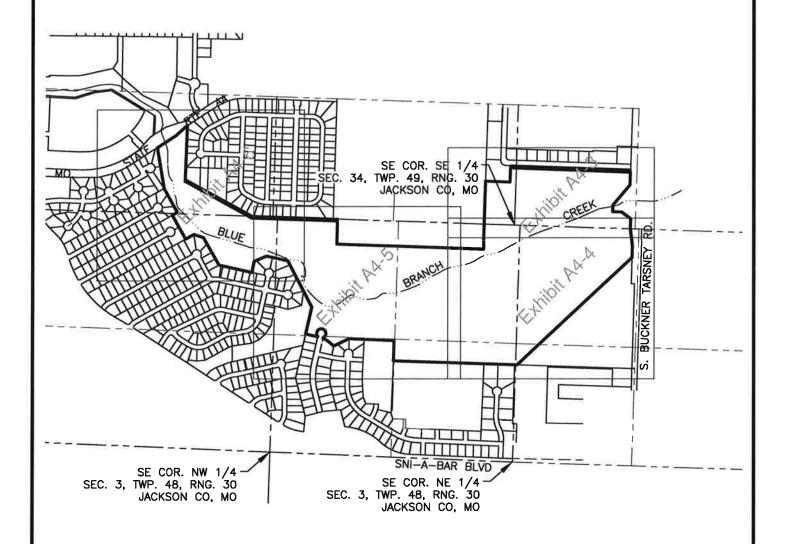


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NOTE:
THIS DOES NOT CONSTITUTE A
BOUNDARY SURVEY. THE PURPOSE OF
THIS DRAWING IS TO ILLUSTRATE AN
EASEMENT.



TROY S. BOWERS PROFESSIONAL LAND SURVEYOR MO LS 2616



DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD

24820 MILLER ROAD HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT3.DWG



SCALE: 1"=1000"



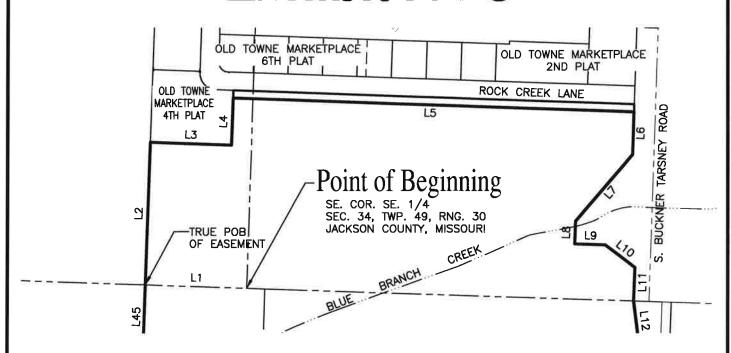
Page 18 of 23

ANDERSON COA# 000062

NOTE:

THIS DOES NOT CONSTITUTE A
BOUNDARY SURVEY. THE PURPOSE OF
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EASEMENT.





DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD

HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT3.DWG



SCALE: 1"=300'



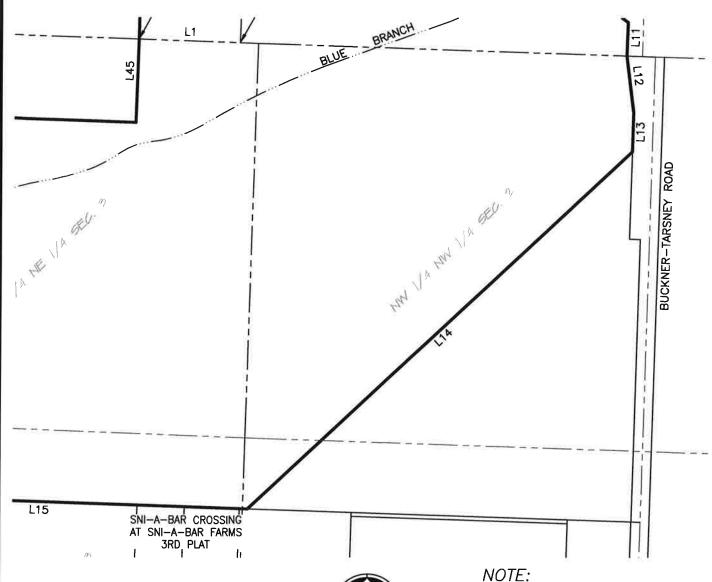
Page 19 of 23

ANDERSON COA# 000062

NOTE:

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BOUNDARY SURVEY. THE PURPOSE OF
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EASEMENT.





DATE: AUGUST 31, 2017

JOB NO: 21187-15

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DRAWING NO. 21187ESMT3.DWG



SCALE: 1"=300'

THIS DRAWING IS TO ILLUSTRATE AN EASEMENT.

THIS DOES NOT CONSTITUTE A

BOUNDARY SURVEY. THE PURPOSE OF

ANDERSON ENGINEERING EMPLOYEE OWNED

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ANDERSON COA# 000062

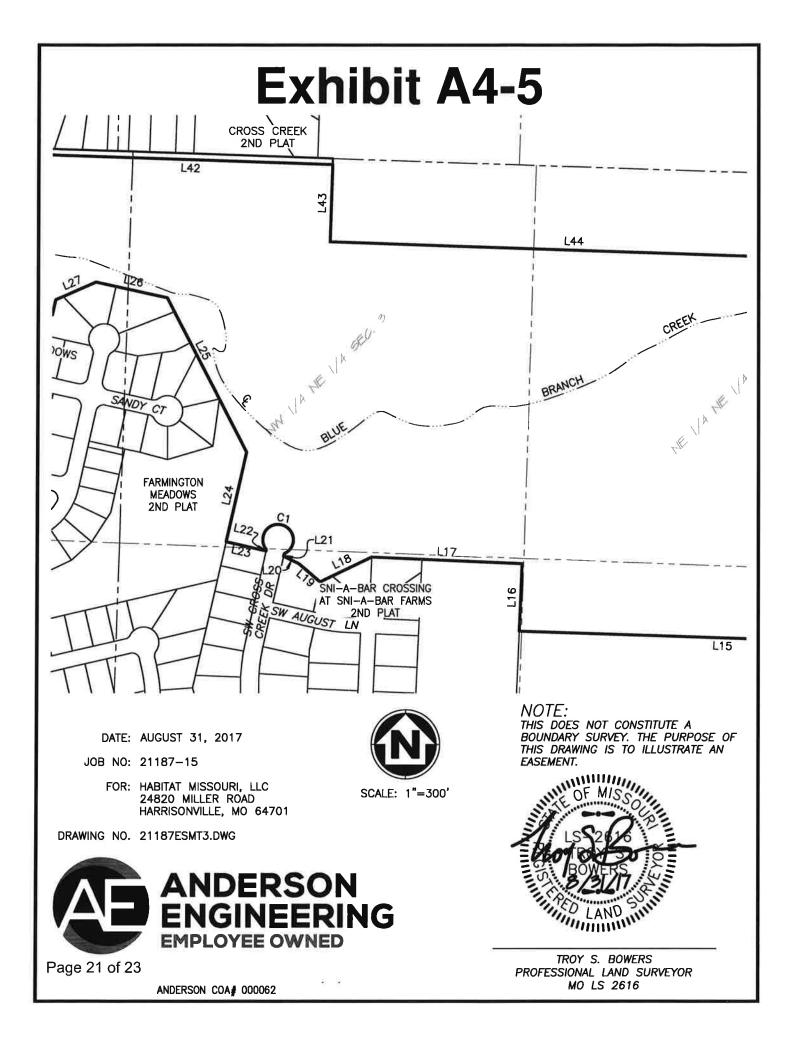


Exhibit A4-6 CORRECTED MISSOURI STATE ROUTE AA CROSS CREEK 5TH PLAT 40 ROCK CREEK LN CREEK CREEK Charles And Andrews CROSS CROSS CREEK 4TH PLAT CROSS CREEK CROSS CREEK 3RD PLAT 1ST PLAT BLUE BRANCH PHASE VIII STONE BROOK DR CHRISTIE MEADOWS L42 & BLUE BRANCH CREEK L29 FARMINGTON MEADOWS

DATE: AUGUST 31, 2017

JOB NO: 21187-15

FOR: HABITAT MISSOURI, LLC 24820 MILLER ROAD

HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT3.DWG



SCALE: 1"=300'





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BOUNDARY SURVEY. THE PURPOSE OF
THIS DRAWING IS TO ILLUSTRATE AN

NOTE:

EASEMENT.

TROY S. BOWERS PROFESSIONAL LAND SURVEYOR MO LS 2616

ANDERSON ENGINEERING EMPLOYEE OWNED

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<u>Line Table</u>

r	ř .	
LINE	BEARING	DISTANCE
L1	N 88'03'37" W	333.24
L2	N 01°53'30" E	467.21
L3	S 87'59'34" E	267.57
L4	N 02'00'26" E	155.00'
L5	S 87'59'34" E	1319.50
L6	S 01'55'59" W	139.72
L7	S 40'39'24" W	287.77
L8	S 01°55'59" W	75.01
L9	S 88°04'01" E	100.01
L10	S 53°04'48" E	122.07
L11	S 01'55'59" W	110.06
L12	S 06'52'47" E	187.38
L13	S 01'43'42" W	128.38
L14	S 47'09'35" W	170.30
	5 47 09 35 W	1721.76
L15	N 88'07'41" W	1351.74
L16	N 02'24'24" E	221.45
L17	N 87'31'52" W	494.39
L18	S 64°22'14" W	187.53
L19	N 49'08'07" W	90.66
L20	N 64°22'03" W	56.55
L21	N 12'47'24" E	8.44
L22	S 12°47'24" W	4.00'
L23	N 77°12'36" W	135.32
L24	N 12°49'17" E	300.92
L25	N 27'24'14" W	569.16°
L26	N 77°32'49" W	240.00°
L27	S 66'27'11" W	145.00
L28	S 12'33'58" W	122.27
L29	N 77*37'38" W	<i>368.18</i> '
L30	N 29°02'47" W	344.00'
L31	N 72°44'20" W	110.64
L32	S 60°57'13" W	103.52
L33	N 28°46'44" W	299.00'
L34	N 60°57'13" E	61.43
L35	N 29°02'47" W	300.14
L36	N 09°56'05" W	448.79
L37	N 56°57'30" E	249.75
L38	N 47°29'46" E	153.82'
L39	N 56°58'20" E	6.12'
L40	S 01'57'44" W	608.32
L41	S 61°16'37" E	831.29
L42	S 88'02'56" E	937.24
L43	S 01'48'11" W	253.69
L44	S 88'02'55" E	1604.02
L45	N 01°53'30" E	274.01
LTO	14 01 33 30 E	2/4.01

NOTE: THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY. THE PURPOSE OF THIS DRAWING IS TO ILLUSTRATE AN



TROY S. BOWERS
PROFESSIONAL LAND SURVEYOR
MO LS 2616

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24820 MILLER ROAD HARRISONVILLE, MO 64701

DRAWING NO. 21187ESMT3.DWG



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CURVE C1 ARC LENGTH 249.81

Curve Table

RADIUS

50.00