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Grantor: JULIAN GROSHANS DEVELOPMENT LLC
Grantee: MIDWEST MITIGATION OVERSIGHT ASSOCI...

Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
per compliance with State law and you have been charged the fee of $25.00
for a non-standard Document
RSMo 59.310.3 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page Is Part Of The Document - Do Not Detach

CONSERVATION EASEMENT

THIS **CONSERVATION EASEMENT** ("Conservation Easement") is entered into as of the 26 day of DECEMBER, 2018 by and between **Julian Groshans Development LLC,** a Kansas limited liability company ("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 50.66 acres of certain real property located in Platte County, Missouri and described on Exhibit "A-1" through Exhibit "A-18", attached hereto and incorporated herein by this reference (the "Property").

B. The entire Property, as more particularly described and incorporated herein by this reference (the "Protected Property") is the subject to protection as a natural area.

C. 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 Platte County and the people of the State of Missouri.

D. 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 recreation and natural condition and provide for oversight of the Protected Property. Grantor and Grantee intend that the recreation 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 recreation and conservation values at the time of this Conservation Easement ("Permitted Uses").

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

F. Grantee is a non-profit association whose purpose is to hold interests in and protect the conservation values and integrity of the Protected Property.

G. Grantor is willing to grant a perpetual Conservation Easement over the Property.

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee the 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, lessee 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 recreation, conservation, development, maintenance, operation and use of the Protected Property. Any Person owning any right, title or interest in or having any other right to use or occupy all or any part of the Protected Property, shall be deemed to have agreed to be bound by all of the conditions, covenants, easements, restrictions, rights, obligations, appurtenances, and privileges contained in this Conservation Easement. 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 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 unless agreed to by the parties. 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, except as may be permitted or required by the Permits;

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

(d) Watershed and Wetlands. 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 Missouri 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 are subordinate to 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 recreation 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 Missouri 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. Grantor reserves the right to later develop 2 acres with access roads and structures within Area 3 of the easement parcels, the exact location to be later determined.

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

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

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

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

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

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

18. **ESTOPPEL CERTIFICATES**. Upon request by Grantor, the Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of the Grantee's knowledge, that Grantor is in compliance with all obligations of Grantor contained in this Conservation Easement or otherwise evidences the status of this Conservation Easement. Such certification shall be limited to the condition of the Protected Property as of the Grantee's most recent inspection; provided, however, if Grantor request more current documentation, the Grantee shall conduct an inspection, at Grantor' 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: Julian Groshans Development LLC
15521 W. 110th Street
Lenexa, Kansas 66219
Attn: Don Julian

To Grantee: Midwest Mitigation Oversight Association
PO Box 480271
Kansas City, MO 64148
Attn: Mark Greenway

or to such other address as the Grantor or Grantee from time to time shall designate by written notice to the other.

20. **RECORDATION**. Grantor shall record this Easement in timely fashion in the official records of the Records and Tax Administration in Platte County, Missouri, 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 Missouri.

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

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

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

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

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

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

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

upon construction or interpretation.

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

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"

Julian Groshans Development LLC
15521 W. 110th Street
Lenexa, Kansas 66219

By: _____
Don Julian

STATE OF)
) SS.
COUNTY OF)

On this 26th day of Dec, 2018, before me appeared Don Julian to me personally known, who being by me duly sworn did say that he is the authorized agent of Julian Groshans Development LLC, a Kansas limited liability company, and that said Instrument was signed on behalf of said limited liability company by authority of its Members, and he acknowledged said Instruments to be the free act and deed of said limited liability company.

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

_____
Notary Public

My Commission Expires:

Sept 5th 2021

HUNTER SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Sept. 5, 2021
Commission # 17728550

"GRANTEE"

MIDWEST MITIGATION OVERSIGHT ASSOCIATION, a Missouri non-profit corporation

By: Mark Greenway

STATE OF Kansas)
) SS.
COUNTY OF Johnson)

On this 20th day of December, 2018, before me appeared Mark Greenway, to me personally known, who being by me duly sworn did say that he is the Director of, the **Midwest Mitigation Oversight Association** and that said Instruments was signed on behalf of said corporation by authority of its board of directors, and he acknowledged said Instruments to be the free act and deed of said company.

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

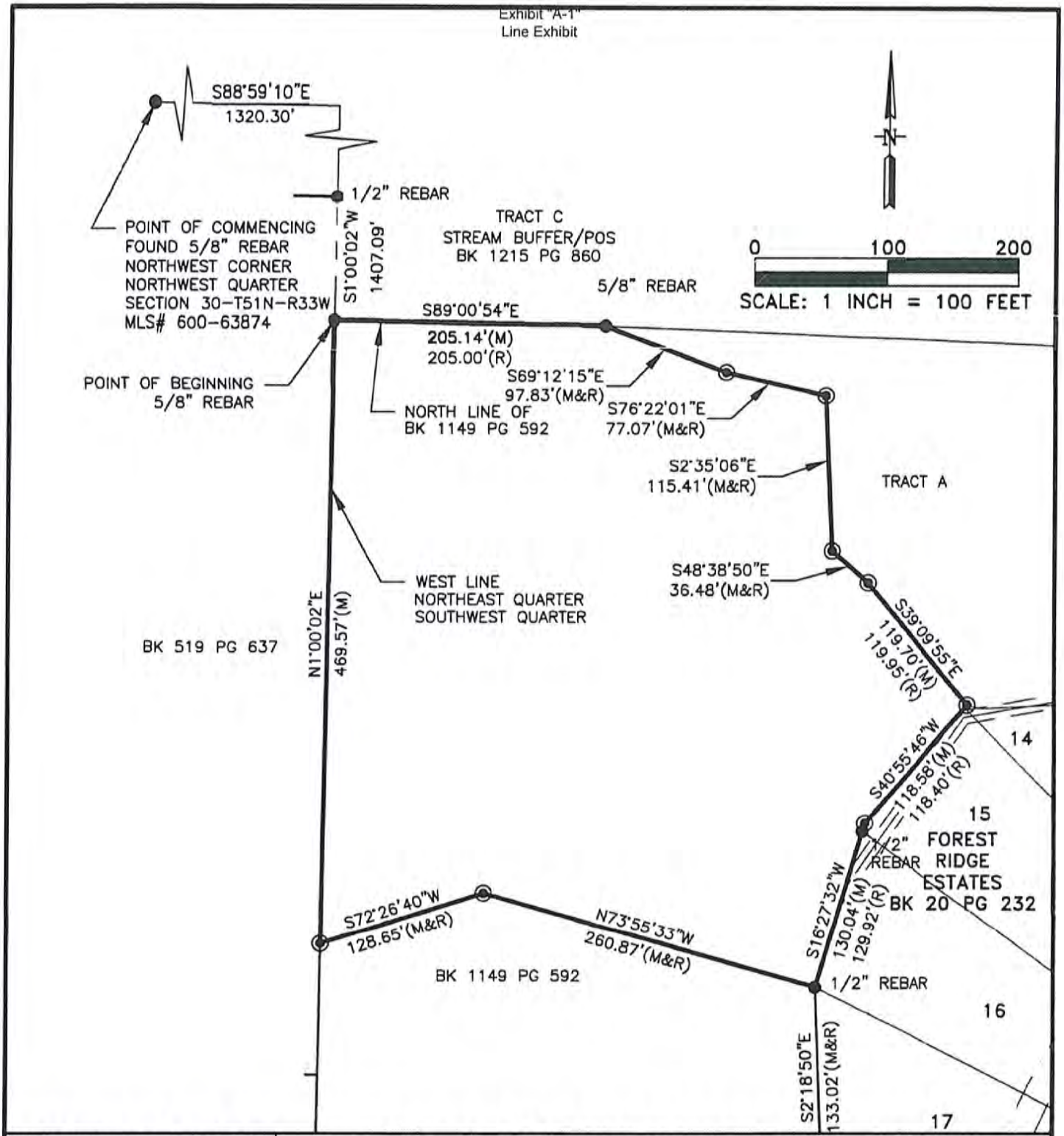
Notary Public

My Commission Expires:

7/19/21

DEREK DODSON
Notary Public – State of Kansas
My Appointment Expires 7/19/21

Exhibit "A-1"
Line Exhibit



BY MCLAUGHLIN MUELLER, INC.

STATE OF MISSOURI
MARTIN A. MUELLER
NUMBER LS-2487
REGISTERED LAND SURVEYOR

MARTIN MUELLER,
PLS 2487

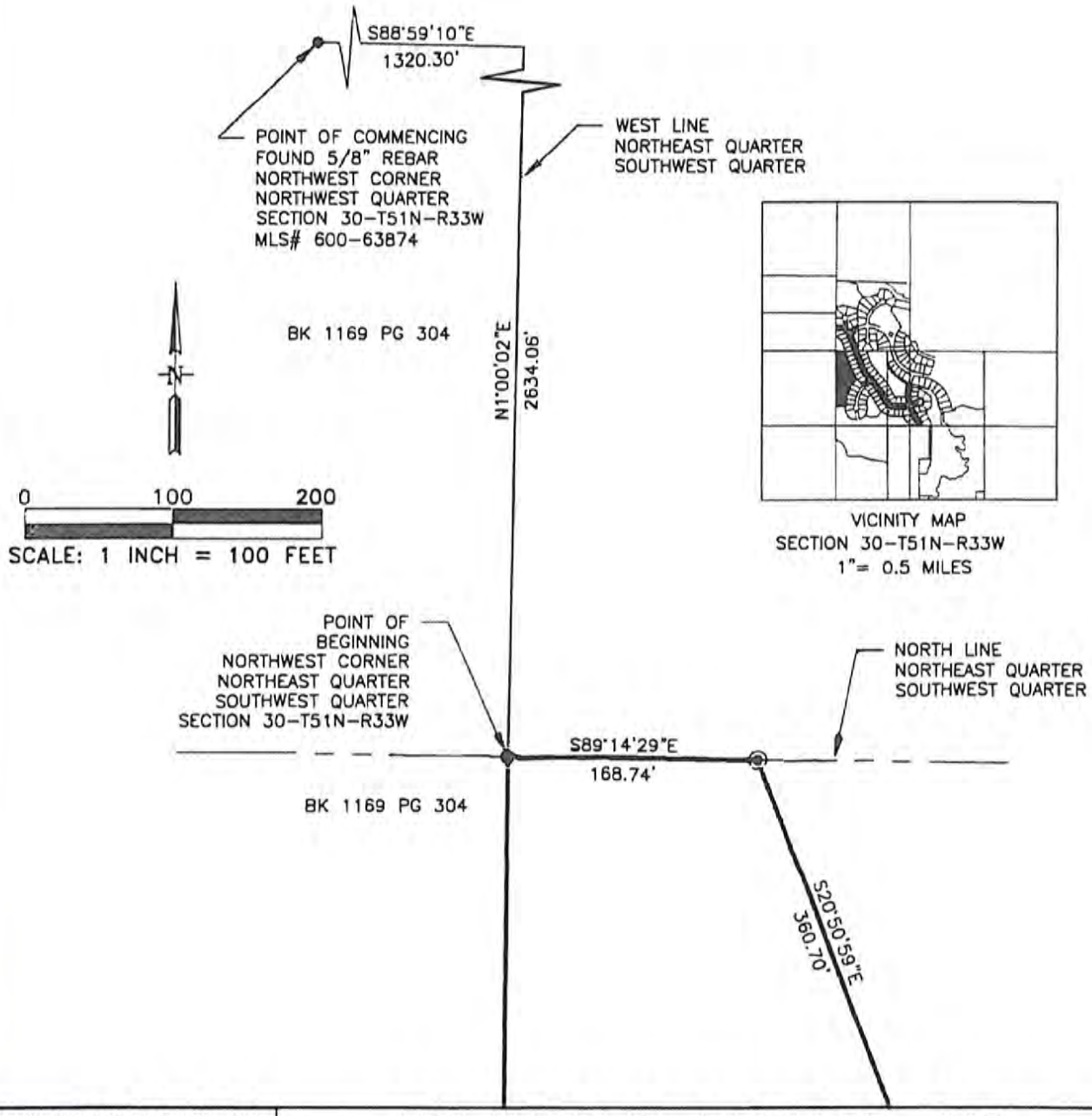
MCLAUGHLIN MUELLER, INC.
Professional Land Surveyors
218 West Mill Street
Liberty, MO 64068
PH 816-407-0002 FX 816-407-0003
Corporation LS 1999141096

DRAWING NAME: 15046 Area 1.dwg	DATE: DEEMBER 3, 2018
© McLaughlin Mueller, Inc. 2018	PROJECT NO.: 15046

Exhibit "A-2"
Legal Description of Property

A TRACT OF LAND IN SECTION 30, TOWNSHIP 51 NORTH, RANGE 33 WEST, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE S88°59'10"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.30 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE S01°00'02"W, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 1407.09 FEET TO THE POINT OF BEGINNING; THENCE S89°00'54"E, A DISTANCE OF 205.14 FEET TO THE NORTHWEST CORNER OF TRACT A, FOREST RIDGE ESTATES, A SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE S69°12'15"E, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 97.83 FEET; THENCE S76°22'01"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 77.07 FEET; THENCE S02°35'06"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 115.41 FEET; THENCE S48°38'50"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 36.48 FEET; THENCE S39°09'55"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 119.70 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A ON THE NORTH LINE OF LOT 14, SAID FOREST RIDGE ESTATES; THENCE S40°55'46"W, ALONG SAID NORTH LINE OF LOT 14 AND ALONG THE NORTHWEST LINE OF LOT 15 OF SAID FOREST RIDGE ESTATES, A DISTANCE OF 118.58 FEET; THENCE S16°27'32"W, ALONG SAID NORTHWEST LINE OF LOT 15 AND ALONG THE NORTHWEST LINE OF LOT 16 OF SAID FOREST RIDGE ESTATES, A DISTANCE OF 130.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE N73°55'33"W, A DISTANCE OF 260.87 FEET; THENCE S72°26'40"W, A DISTANCE OF 128.65 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE N01°00'02"E, ALONG SAID WEST LINE, A DISTANCE OF 469.57 FEET TO THE POINT OF BEGINNING. CONTAINING 4.19 ACRES, MORE OR LESS.

Exhibit "A-3"
Line Exhibit



BY MCLAUGHLIN MUELLER, INC.

MARTIN MUELLER,
PLS 2487

MCLAUGHLIN MUELLER, INC.
Professional Land Surveyors
218 West Mill Street
Liberty, MO 64068
PH 816-407-0002 FX 816-407-0003
Corporation LS 1999141096

DRAWING NAME: 18037det2.dwg	DATE: JUNE 27, 2018
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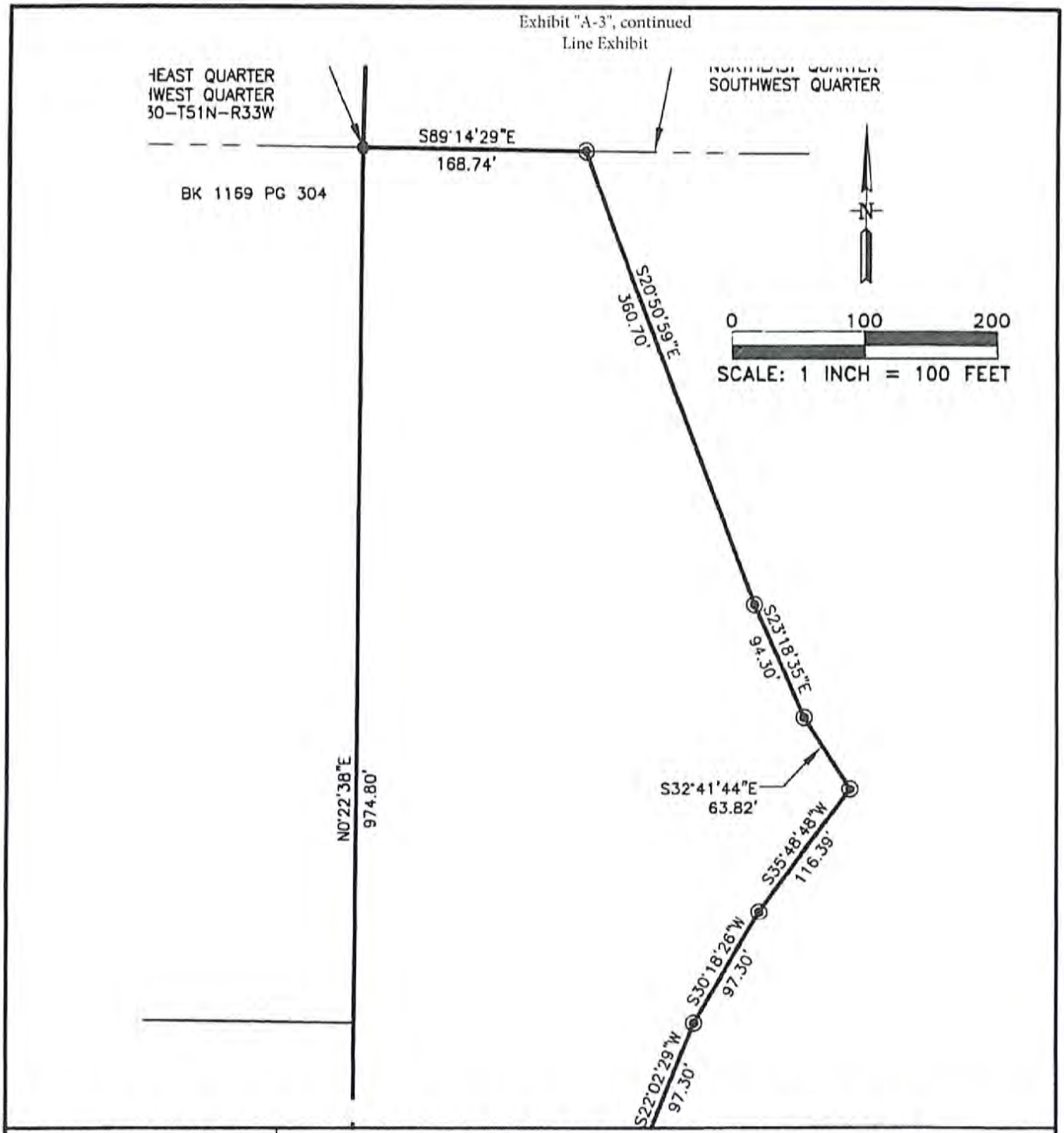
Exhibit "A-3", continued
Line Exhibit



BY MCLAUGHLIN, MUELLER, INC.

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DRAWING NAME: 18037det2.DWG	DATE: JUNE 27, 2018
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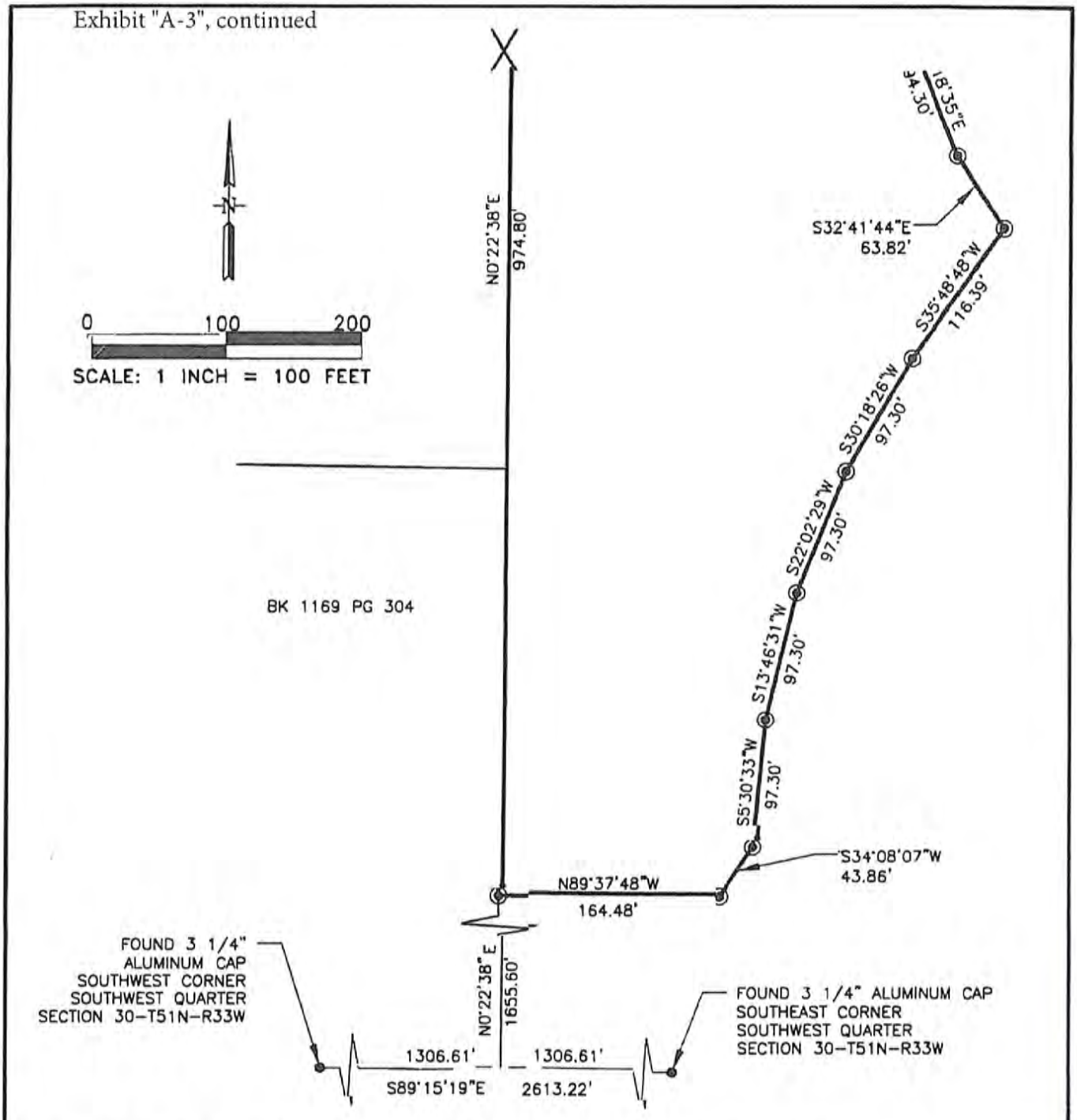
Exhibit "A-3", continued



BY MCLAUGHLIN MUELLER, INC.

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Professional Land Surveyors
218 West Mill Street
Liberty, MO 64068
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Corporation LS 1999141096

DRAWING NAME: 18037det2.DWG	DATE: JUNE 27, 2018
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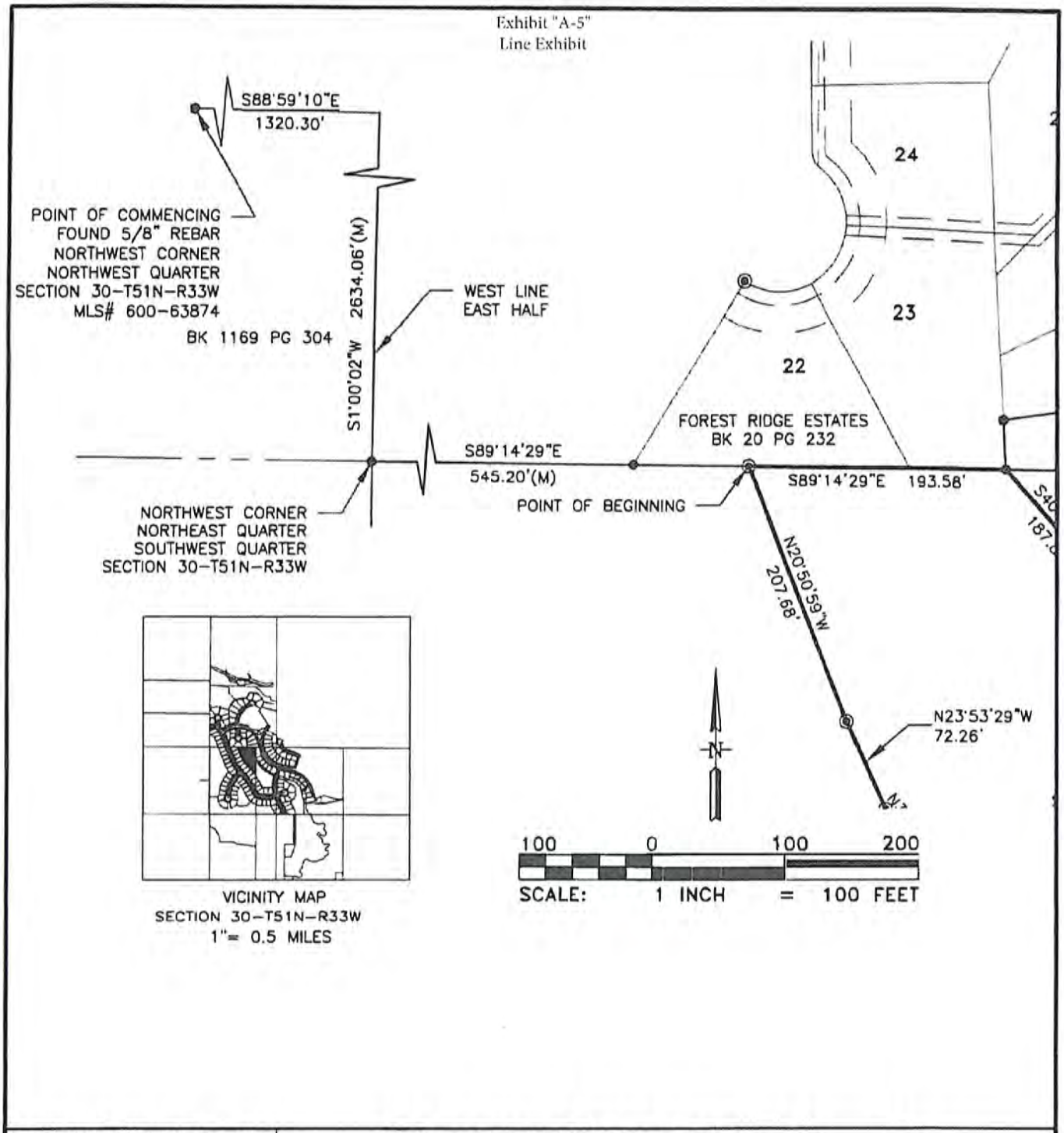
Exhibit "A-4"
Legal Description of Property

A TRACT OF LAND IN SECTION 30, TOWNSHIP 51 NORTH, RANGE 33 WEST, KANSAS CITY, PLATTE COUNTY, MISSOURI; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE S88°59'10"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.30 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE S01°00'02"W, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2634.06 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE S89°14'29"E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 168.74 FEET; THENCE S20°50'59"E, A DISTANCE OF 360.70 FEET; THENCE S23°18'35"E, A DISTANCE OF 94.30 FEET; THENCE S32°41'44"E, A DISTANCE OF 63.82 FEET; THENCE S35°48'48"W, A DISTANCE OF 116.39 FEET; THENCE S30°18'26"W, A DISTANCE OF 97.30 FEET; THENCE S22°02'29"W, A DISTANCE OF 97.30 FEET; THENCE S13°46'31"W, A DISTANCE OF 97.30 FEET; THENCE S5°30'33"W, A DISTANCE OF 97.30 FEET; THENCE S34°08'07"W, A DISTANCE OF 43.86 FEET; THENCE N89°37'48"W, A DISTANCE OF 164.48 FEET TO THE SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE N0°22'38"E, ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 974.80 FEET TO THE POINT OF BEGINNING. CONTAINING 6.33 ACRES, MORE OR LESS.

Exhibit "A-5"
Line Exhibit



VICINITY MAP
SECTION 30-T51N-R33W
1"= 0.5 MILES

BY MCLAUGHLIN MUELLER, INC.

MARTIN MUELLER,
PLS 2487

MCLAUGHLIN MUELLER, INC.
Professional Land Surveyors
218 West Mill Street
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Corporation LS 1999141096

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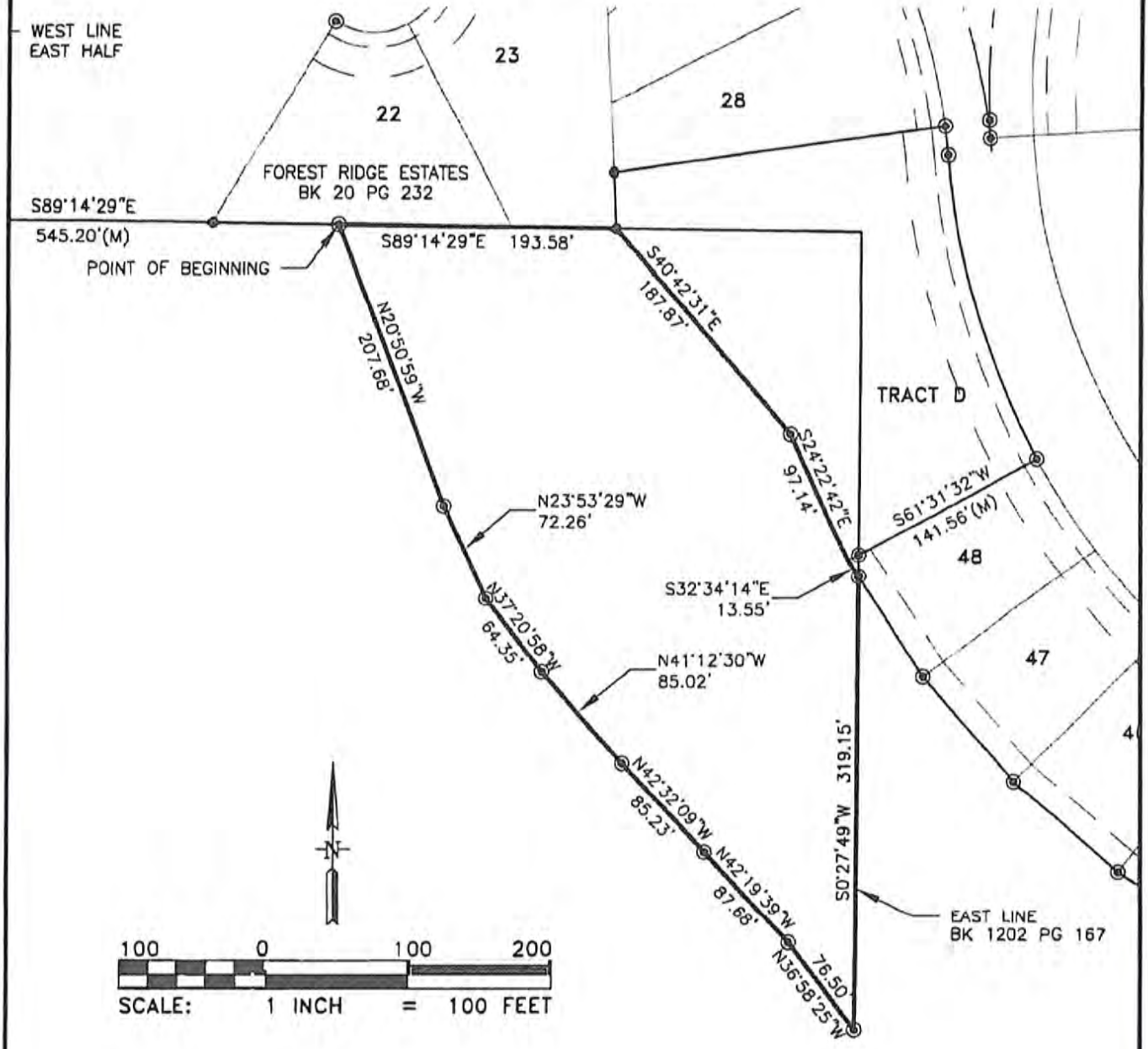
Exhibit "A-5", continued
Line Exhibit



THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

BY MCLAUGHLIN, MUELLER, INC.

MARTIN MUELLER
PLS 2487

MCLAUGHLIN MUELLER, INC.
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Corporation LS 1999141096

DRAWING NAME: 18037det3.dwg	DATE: JUNE 29, 2018
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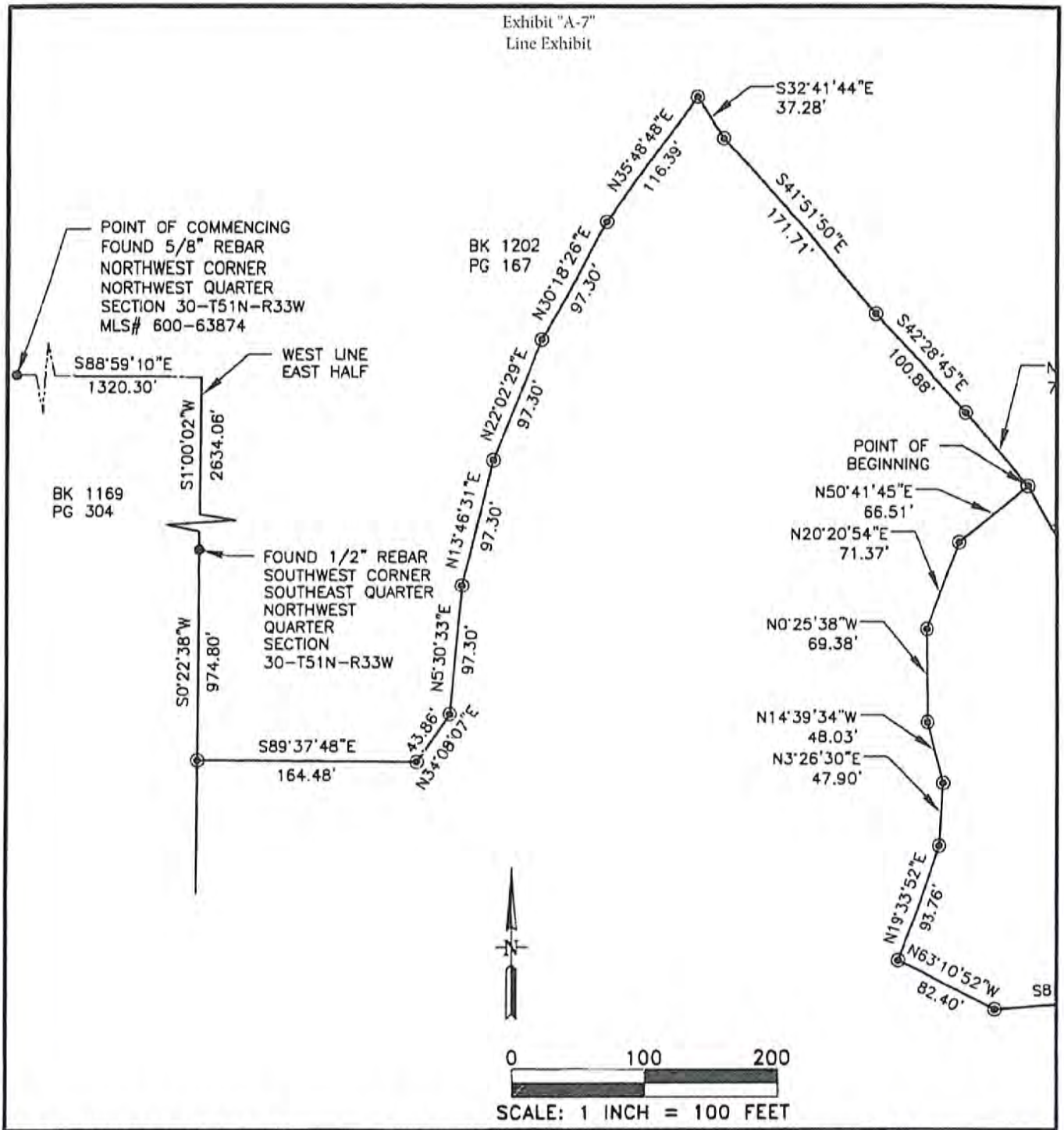
Exhibit "A-6"
Legal Description of Property

A TRACT OF LAND IN SECTION 30, TOWNSHIP 51 NORTH, RANGE 33 WEST, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE S88°59'10"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.30 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE S01°00'02"W, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2634.06 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE S89°14'29"E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30 AND ALONG THE SOUTH LINE OF LOT 22, OF FOREST RIDGE ESTATES, A SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI, A DISTANCE OF 545.20 FEET TO THE POINT OF BEGINNING; THENCE S89°14'29"E, CONTINUING ALONG THE SOUTH LINE OF SAID LOT 22 AND ALONG THE SOUTH LINE OF LOT 23 OF SAID FOREST RIDGE ESTATES, A DISTANCE OF 193.58 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23; THENCE S40°42'31"E, A DISTANCE OF 187.87 FEET; THENCE S24°22'42"E, A DISTANCE OF 97.14 FEET; THENCE S32°34'14"E, A DISTANCE OF 13.55 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1202 AT PAGE 167; THENCE S0°27'49"W, ALONG SAID EAST LINE, A DISTANCE OF 319.15 FEET; THENCE N36°58'25"W, A DISTANCE OF 76.50 FEET; THENCE N42°19'39"W, A DISTANCE OF 87.68 FEET; THENCE N42°32'09"W, A DISTANCE OF 85.23 FEET; THENCE N41°12'30"W, A DISTANCE OF 85.02 FEET; THENCE N37°20'58"W, A DISTANCE OF 64.35 FEET; THENCE N23°53'29"W, A DISTANCE OF 72.26 FEET; THENCE N20°50'59"W, A DISTANCE OF 207.68 FEET TO THE POINT OF BEGINNING. CONTAINING 2.35, ACRES, MORE OR LESS.

Exhibit "A-7"
Line Exhibit



BY MCLAUGHLIN MUELLER, INC.

MARTIN MUELLER,
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Corporation LS 1999141096

DRAWING NAME: 18037det7dwg	DATE: JUNE 26, 2018
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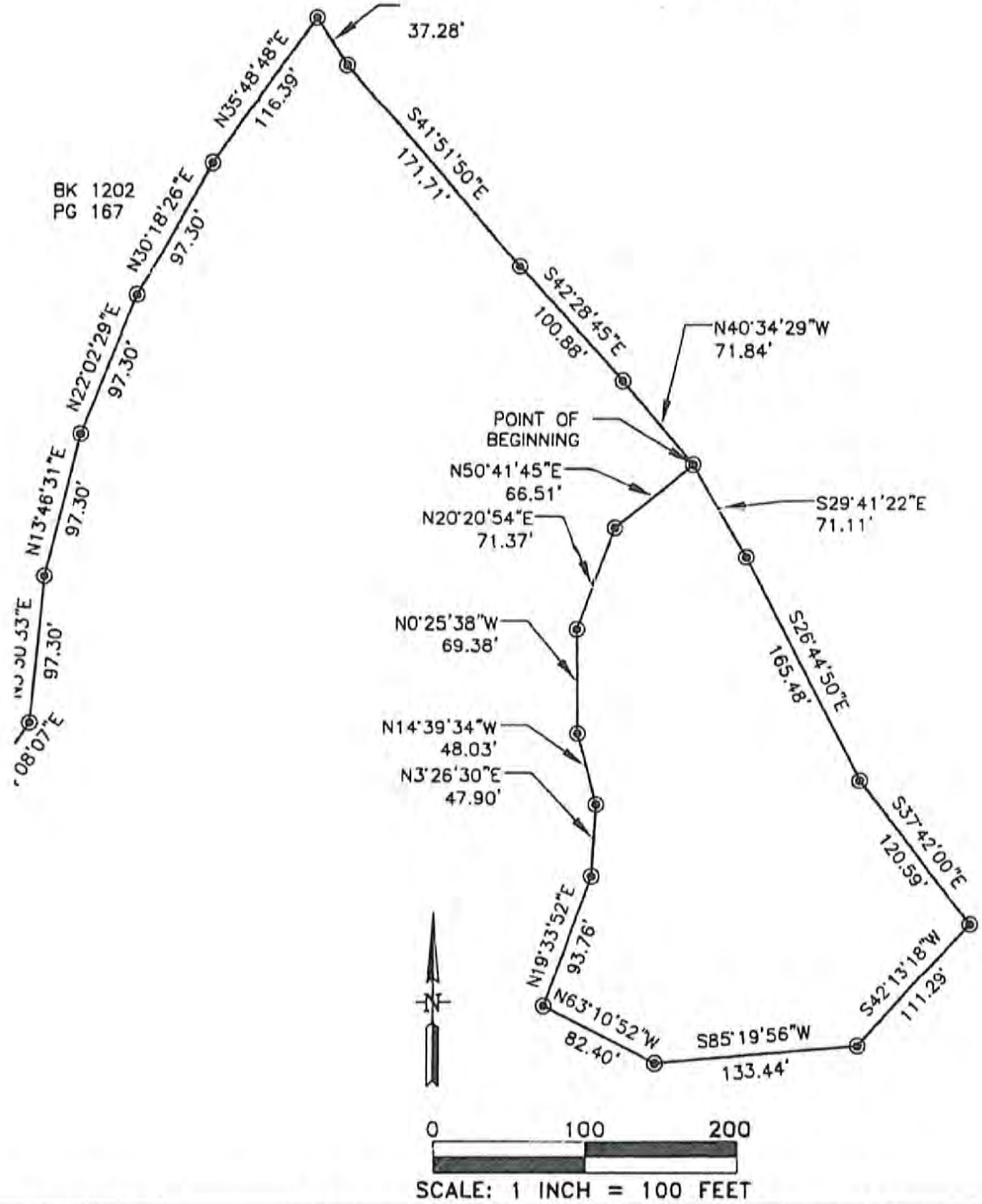
Exhibit "A-7", continued
Line Exhibit



BY MCLAUGHLIN MUELLER, INC.

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Professional Land Surveyors
218 West Mill Street
Liberty, MO 64068
PH 816-407-0002 FX 816-407-0003
Corporation LS 1999141096

DRAWING NAME: 18037det7DWG	DATE: JUNE 26, 2018
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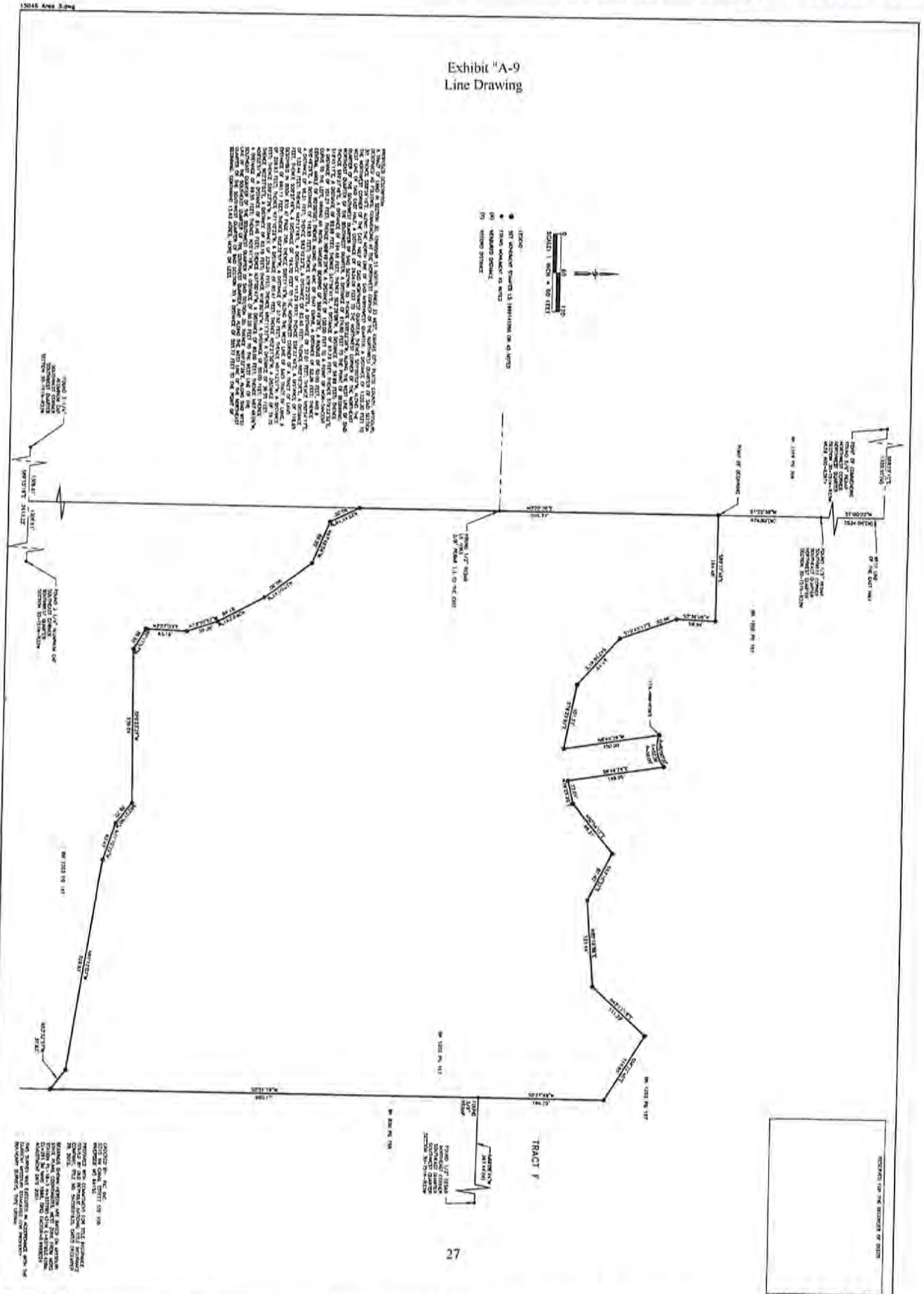
Exhibit "A-8"
Legal Description of Property

A TRACT OF LAND IN SECTION 30, TOWNSHIP 51 NORTH, RANGE 33 WEST, KANSAS CITY, PLATTE COUNTY, MISSOURI; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE S88°59'10"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.30 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE S01°00'02"W, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2634.06 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE S00°22'38"W, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 974.80 FEET; THENCE S89°37'48"E, A DISTANCE OF 164.48 FEET; THENCE N34°08'07"E, A DISTANCE OF 43.86 FEET; THENCE N05°30'33"E, A DISTANCE OF 97.30 FEET; THENCE N13°46'31"E, A DISTANCE OF 97.30 FEET; THENCE N22°02'29"E, A DISTANCE OF 97.30 FEET; THENCE N30°18'26"E, A DISTANCE OF 97.30 FEET; THENCE N35°48'48"E, A DISTANCE OF 116.39 FEET; THENCE S32°41'44"E, A DISTANCE OF 37.28 FEET; THENCE S41°51'50"E, A DISTANCE OF 171.71 FEET; THENCE S42°28'45"E, A DISTANCE OF 100.88 FEET; THENCE S40°34'29"E, A DISTANCE OF 71.84 FEET TO THE POINT OF BEGINNING; THENCE S29°41'22"E, A DISTANCE OF 71.11 FEET; THENCE S26°44'50"E, A DISTANCE OF 165.48 FEET; THENCE S37°42'00"E, A DISTANCE OF 120.59 FEET; THENCE S42°13'18"W, A DISTANCE OF 111.29 FEET; THENCE S85°19'56"W, A DISTANCE OF 133.44 FEET; THENCE N63°10'52"W, A DISTANCE OF 82.40 FEET; THENCE N19°33'52"E, A DISTANCE OF 93.76 FEET; THENCE N03°26'30"E, A DISTANCE OF 47.90 FEET; THENCE N14°39'34"W, A DISTANCE OF 48.03 FEET; THENCE N00°25'38"W, A DISTANCE OF 69.38 FEET; THENCE N20°20'54"E, A DISTANCE OF 71.37 FEET; THENCE N50°41'45"E, A DISTANCE OF 66.51 FEET TO THE POINT OF BEGINNING. CONTAINING 1.49 ACRES, MORE OR LESS.

Exhibit "A-9
Line Drawing



MO 45 BOUNDARY SURVEY AREA 3, SECTION 30, T51N, R33W
KANSAS CITY, PLATTE COUNTY, MISSOURI

Designed By: MAM
Drawn By: MTW
Checked By: MAM
Approved By: MAM
Date: DECEMBER 3, 2018

MCLAUGHLIN MUELLER, INC.
Professional Land Surveyors
218 West Mill Street
Liberty, MO 64068
PH 816-407-0002 FX 816-407-0003
Corporation LS 1999141096

No.	Revision	By	Date

Sht. No. 1

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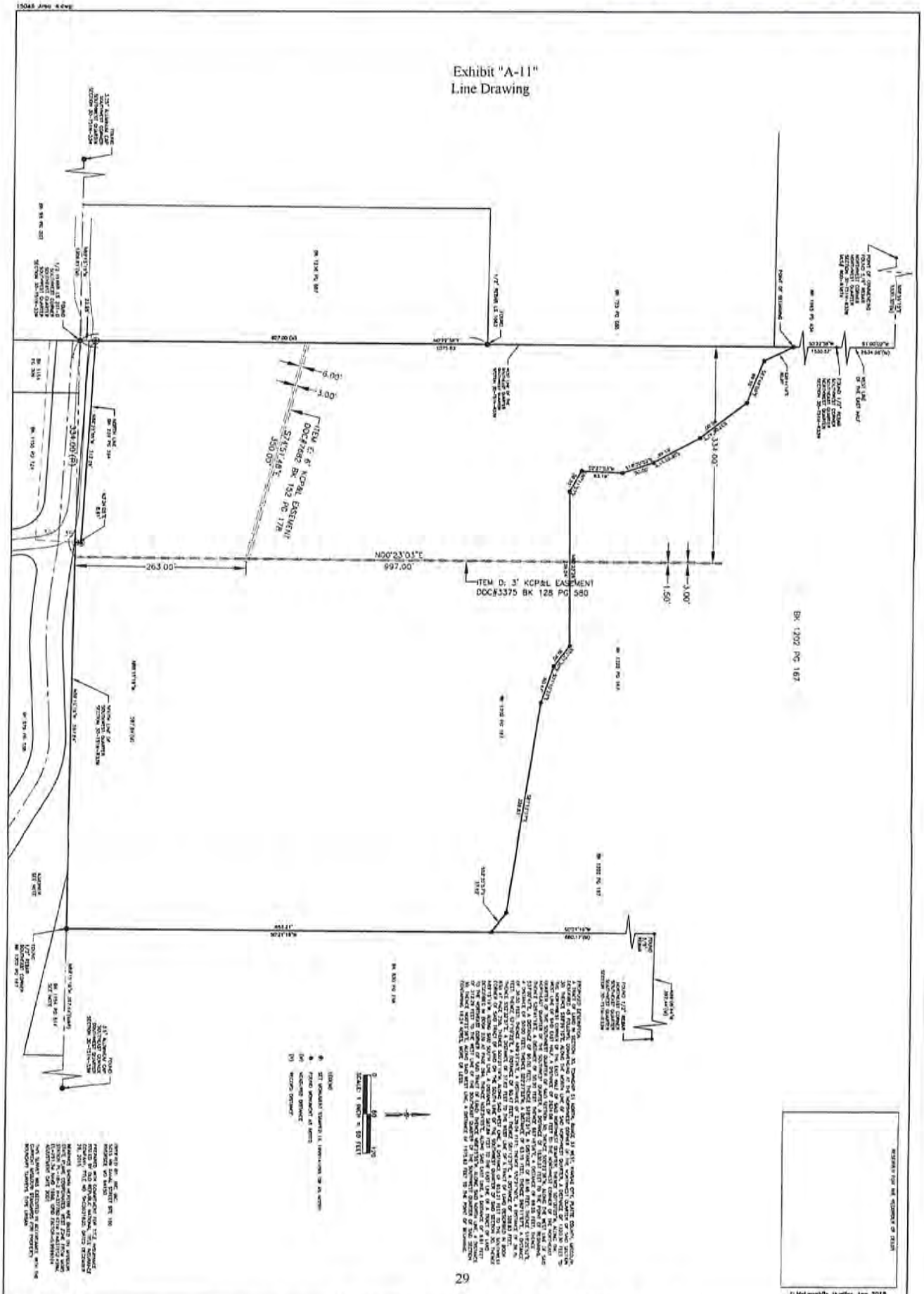
Exhibit "A-10"
Legal Description of Property

A TRACT OF LAND IN SECTION 30, TOWNSHIP 51 NORTH, RANGE 33 WEST, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE S88°59'10"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.30 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE S01°00'02"W, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2634.06 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE S00°22'38"W, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 974.80 FEET TO THE POINT OF BEGINNING; THENCE S89°37'48"E, A DISTANCE OF 164.48 FEET; THENCE S02°36'08"W, A DISTANCE OF 59.99 FEET; THENCE S19°45'17"E, A DISTANCE OF 92.96 FEET; THENCE S47°59'41"E, A DISTANCE OF 97.73 FEET; THENCE S79°23'52"E, A DISTANCE OF 101.27 FEET; THENCE N08°49'28"W, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF S68°49'28"E, A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 60°00'00"; THENCE ALONG THE ARC OF THAT CURVE, A DISTANCE OF 52.36 FEET; THENCE S08°49'28"E, A DISTANCE OF 149.95 FEET; THENCE N76°25'20"E, A DISTANCE OF 37.01 FEET; THENCE N50°54'17"E, A DISTANCE OF 98.31 FEET;
THENCE S63°10'52"E, A DISTANCE OF 82.40 FEET; THENCE N85°19'56"E, A DISTANCE OF 133.44 FEET; THENCE N42°13'18"E, A DISTANCE OF 111.29 FEET; THENCE S58°22'40"E, A DISTANCE OF 116.95 FEET; THENCE S00°27'49"W, A DISTANCE OF 194.70 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 830 AT PAGE 758; THENCE S00°21'19"W, ALONG THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 660.17 FEET; THENCE N52°32'57"W, A DISTANCE OF 37.62 FEET; THENCE N81°12'07"W, A DISTANCE OF 328.83 FEET; THENCE N71°10'22"W, A DISTANCE OF 60.47 FEET; THENCE N52°21'50"W, A DISTANCE OF 39.70 FEET; THENCE S89°23'26"W, A DISTANCE OF 239.04 FEET; THENCE N60°11'57"W, A DISTANCE OF 36.55 FEET; THENCE N02°27'03"E, A DISTANCE OF 63.19 FEET; THENCE N18°20'52"W, A DISTANCE OF 50.00 FEET; THENCE N28°02'51"W, A DISTANCE OF 81.46 FEET; THENCE N37°00'47"W, A DISTANCE OF 90.00 FEET; THENCE N67°48'06"W, A DISTANCE OF 69.55 FEET; THENCE N25°41'18"W, A DISTANCE OF 50.20 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE N00°22'38"E, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; A DISTANCE OF 555.77 FEET TO THE POINT OF BEGINNING. CONTAINING 15.43 ACRES, MORE OR LESS.

Exhibit "A-11"
Line Drawing



MO 45 BOUNDARY SURVEY AREA 3, SECTION 30, T51N, R33W
KANSAS CITY, PLATTE COUNTY, MISSOURI

Designed By: MAM
Drawn By: MTW
Checked By: MAM
Approved By: MAM
Date: DECEMBER 3, 2018

MCLAUGHLIN MUELLER, INC.
Professional Land Surveyors
218 West Mill Street
Liberty, MO 64068
PH 816-407-0002 FX 816-407-0003
Corporation LS 1999141096

No.	Revision	By	Date

Sht. No. 1

Project No. 15045

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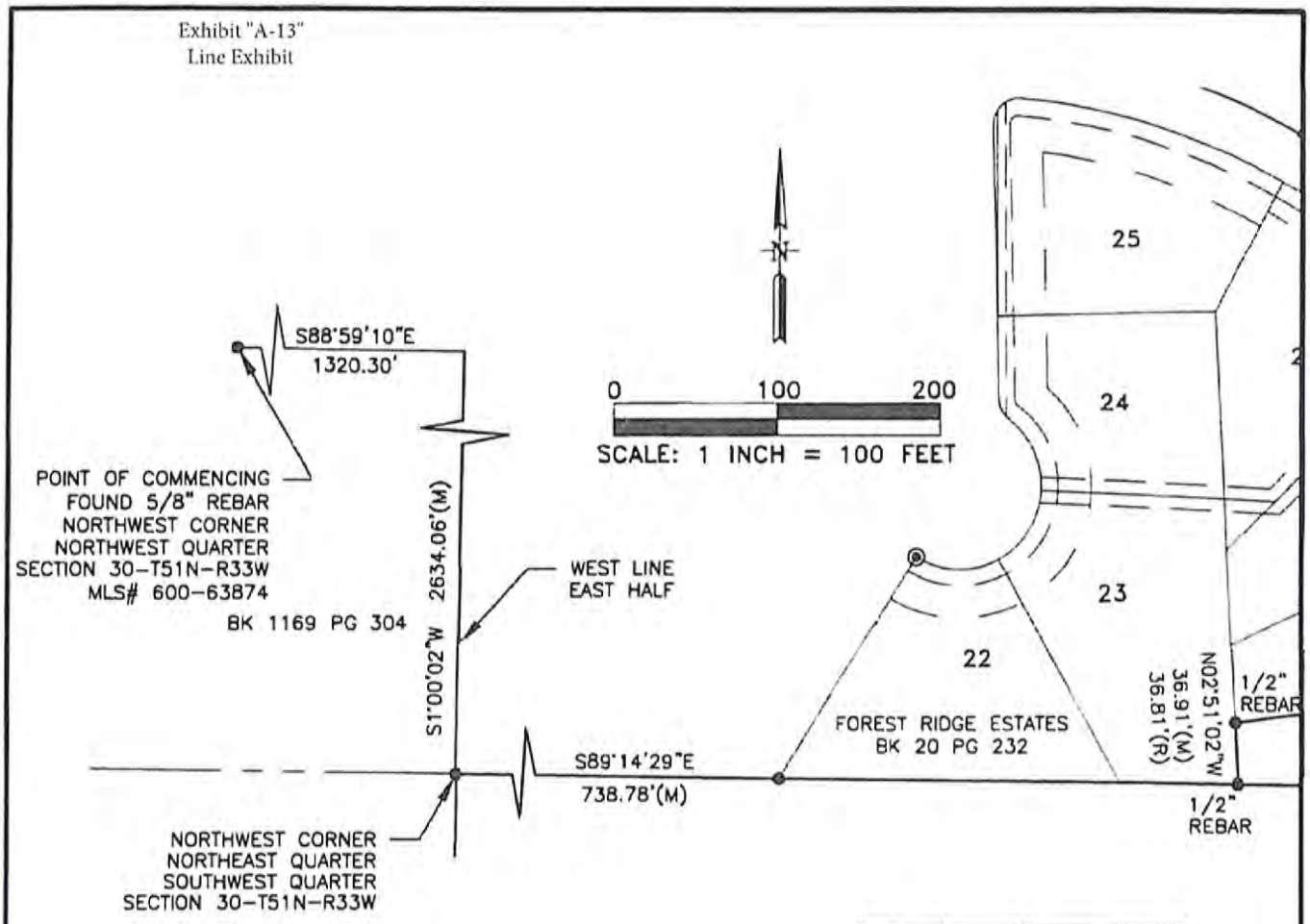
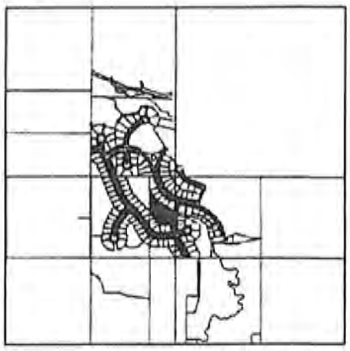
Exhibit "A-12"
Legal Description of Property

A TRACT OF LAND IN SECTION 30, TOWNSHIP 51 NORTH, RANGE 33 WEST, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE S88°59'10"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.30 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE S01°00'02"W, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2634.06 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE S00°22'38"W, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1530.57 FEET TO THE POINT OF BEGINNING; THENCE S25°41'18"E, A DISTANCE OF 50.20 FEET; THENCE S67°48'06"E, A DISTANCE OF 69.55 FEET; THENCE S37°00'47"E, A DISTANCE OF 90.00 FEET; THENCE S28°02'51"E, A DISTANCE OF 81.46 FEET; THENCE S18°20'52"E, A DISTANCE OF 50.00 FEET; THENCE S02°27'03"W, A DISTANCE OF 63.19 FEET; THENCE S60°11'57"E, A DISTANCE OF 36.55 FEET; THENCE N89°23'26"E, A DISTANCE OF 239.04 FEET; THENCE S52°21'50"E, A DISTANCE OF 39.70 FEET; THENCE S71°10'22"E, A DISTANCE OF 60.47 FEET; THENCE S81°12'07"E, A DISTANCE OF 328.83 FEET; THENCE S52°32'57"E, A DISTANCE OF 37.62 FEET TO THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 830 AT PAGE 758; THENCE S00°21'19"W, ALONG SAID WEST LINE, A DISTANCE OF 653.21 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE N89°15'19"W, ALONG SAID SOUTH LINE, A DISTANCE OF 597.84 FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 239 AT PAGE 394; THENCE N03°34'05"E, ALONG SAID EAST LINE, A DISTANCE OF 8.61 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE N86°25'55"W, ALONG SAID NORTH LINE, A DISTANCE OF 312.29 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE N00°22'38"E, ALONG SAID WEST LINE, A DISTANCE OF 1075.83 FEET TO THE POINT OF BEGINNING. CONTAINING 16.24 ACRES, MORE OR LESS.

Exhibit "A-13"
Line Exhibit





VICINITY MAP
SECTION 30-T51N-R33W
1"= 0.5 MILES

BY MCLAUGHLIN MUELLER, INC.

MARTIN MUELLER,
PLS 2487

MCLAUGHLIN MUELLER, INC.
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218 West Mill Street
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PH 816-407-0002 FX 816-407-0003
Corporation LS 1999141096

DRAWING NAME: 18037det4.dwg	DATE: JUNE 28, 2018
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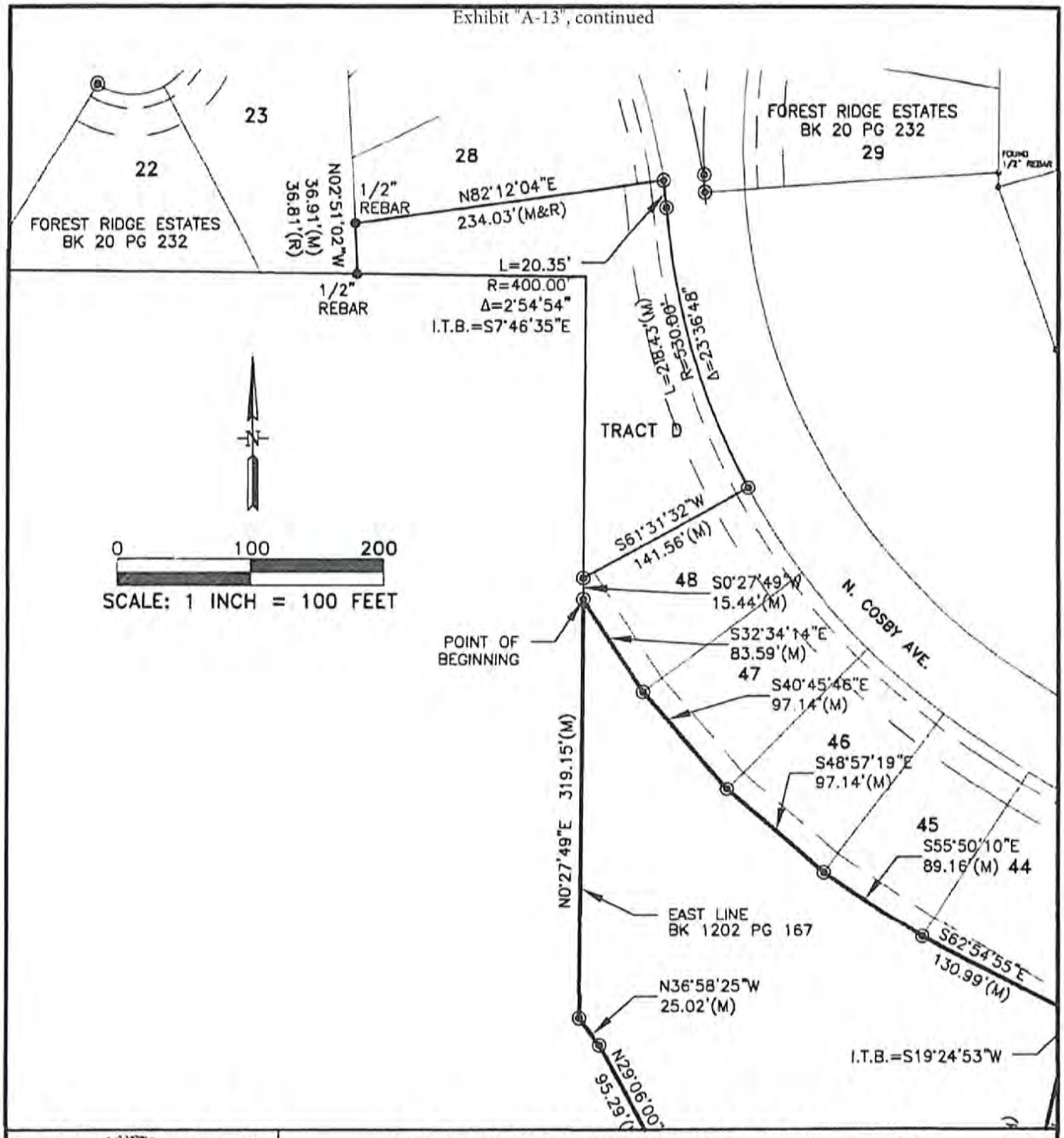
Exhibit "A-13", continued



BY MCLAUGHLIN MUELLER, INC.

MARTIN MUELLER,
PLS 2487

MCLAUGHLIN MUELLER, INC.
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Corporation LS 1999141096

DRAWING NAME: 18037det4.dwg	DATE: JUNE 28, 2018
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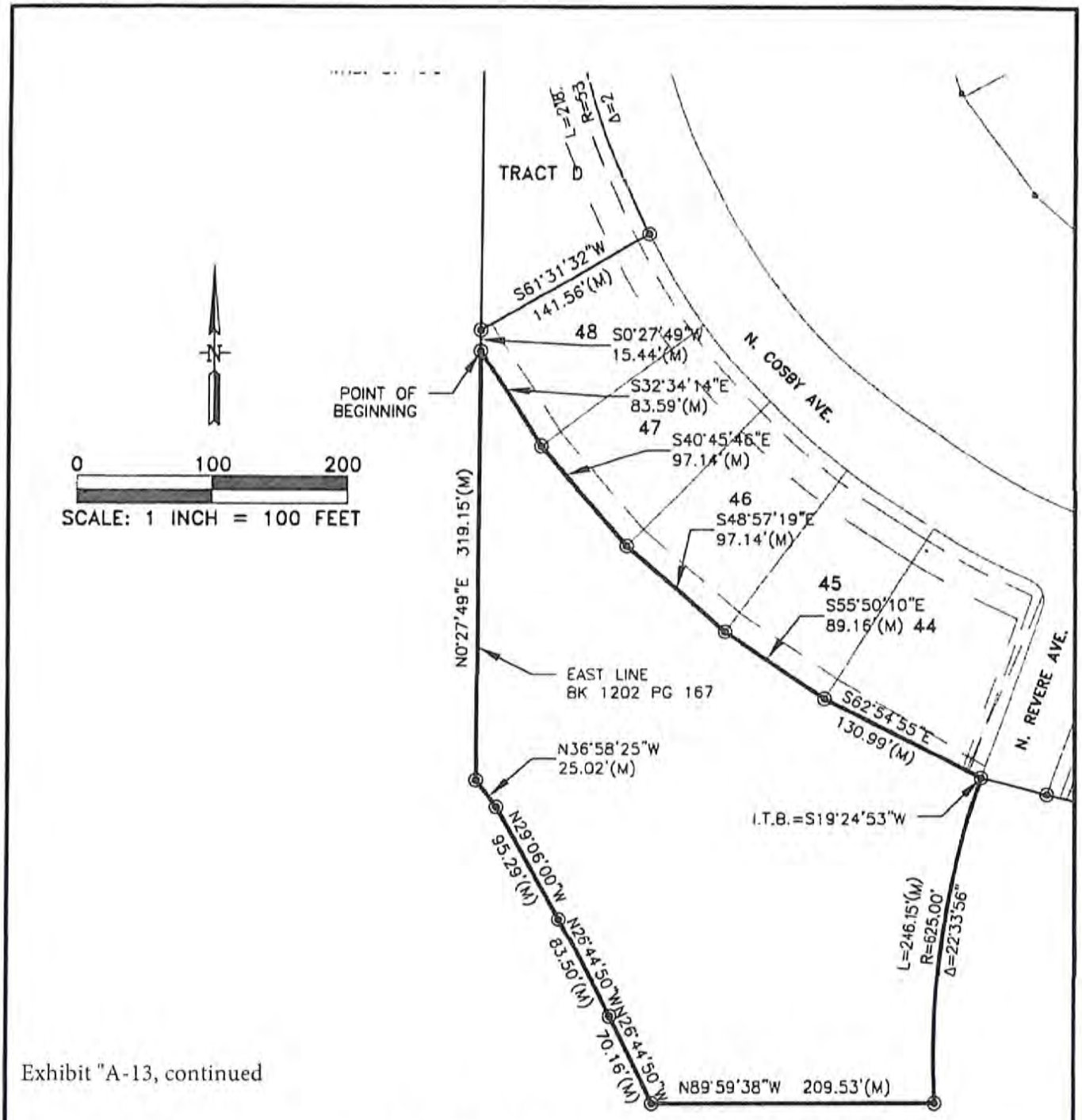

Exhibit "A-13, continued

BY MCLAUGHLIN MUELLER, INC.

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Corporation LS 1999141096

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Exhibit "A-14"
Legal Description of Property

A TRACT OF LAND IN SECTION 30, TOWNSHIP 51 NORTH, RANGE 33 WEST, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE S88°59'10"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.30 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE S01°00'02"W, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2634.06 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE S89°14'29"E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, A DISTANCE OF 738.78 FEET TO THE SOUTHEAST CORNER OF LOT 23, OF FOREST RIDGE ESTATES, A SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE N02°51'02"W, ALONG THE EAST LINE OF SAID LOT 23, A DISTANCE OF 36.91 FEET TO THE SOUTHWEST CORNER OF LOT 28 OF SAID FOREST RIDGE ESTATES; THENCE N82°12'04"E, ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 234.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28 TO A POINT OF NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF S07°46'35"E, A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 02°54'54"; THENCE ALONG THE ARC OF THAT CURVE, AND ALONG THE EAST LINE OF TRACT D, FOREST RIDGE ESTATES SECOND PLAT, A SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI, A DISTANCE OF 20.35 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET AND A CENTRAL ANGLE OF 23°36'48"; THENCE ALONG THE ARC OF THAT CURVE, CONTINUING ALONG THE EAST LINE OF SAID TRACT D, A DISTANCE OF 218.43 FEET; THENCE S61°31'32"W, ALONG THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 141.56 FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1202 AT PAGE 167; THENCE S00°27'49"W, ALONG SAID EAST LINE, A DISTANCE OF 15.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE SOUTH LINES OF LOTS 44 THROUGH 48 OF SAID FOREST RIDGE ESTATES SECOND PLAT, THE FOLLOWING 5 COURSES; THENCE S32°34'14"E, A DISTANCE OF 83.59 FEET; THENCE S40°45'46"E, A DISTANCE OF 97.14 FEET; THENCE S48°57'19"E, A DISTANCE OF 97.14 FEET; THENCE S55°50'10"E, A DISTANCE OF 89.16 FEET; THENCE S62°54'55"E, A DISTANCE OF 130.99 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF S19°24'53"W, A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 22°33'56"; THENCE ALONG THE ARC OF THAT CURVE, A DISTANCE OF 246.15 FEET; THENCE N89°59'38"W, A DISTANCE OF 209.53 FEET; THENCE N26°44'50"W, A DISTANCE OF 70.16 FEET; THENCE N26°44'50"W, A DISTANCE OF 83.50 FEET; THENCE N29°06'00"W, A DISTANCE OF 95.29 FEET; THENCE N36°58'25"W, A DISTANCE OF 25.02 FEET TO SAID EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1202 AT PAGE 167; THENCE N00°27'49"E, ALONG SAID EAST LINE, A DISTANCE OF 319.15 FEET TO THE POINT OF BEGINNING. CONTAINING 2.63 ACRES, MORE OR LESS.

Exhibit "A-15"
Line Exhibit

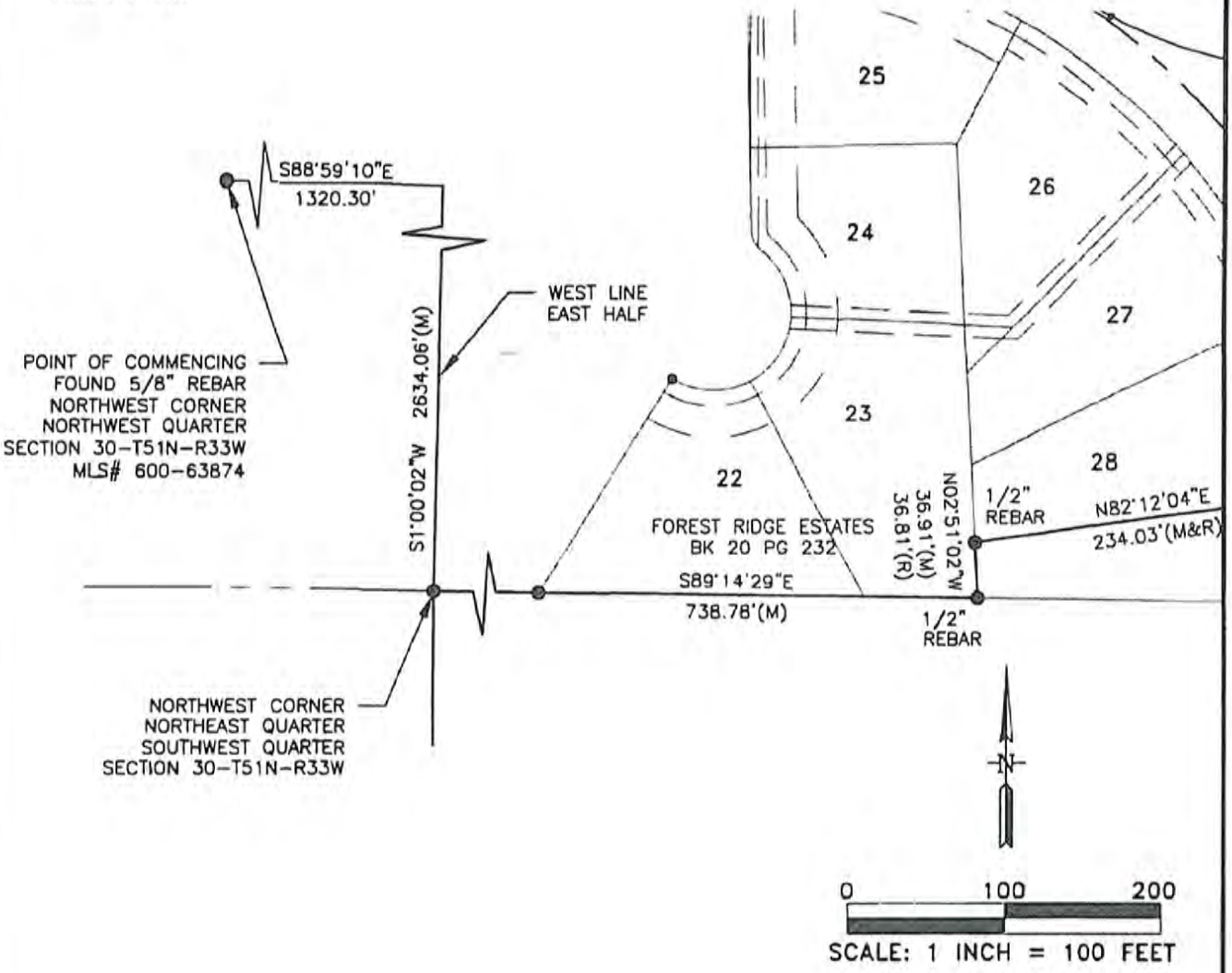

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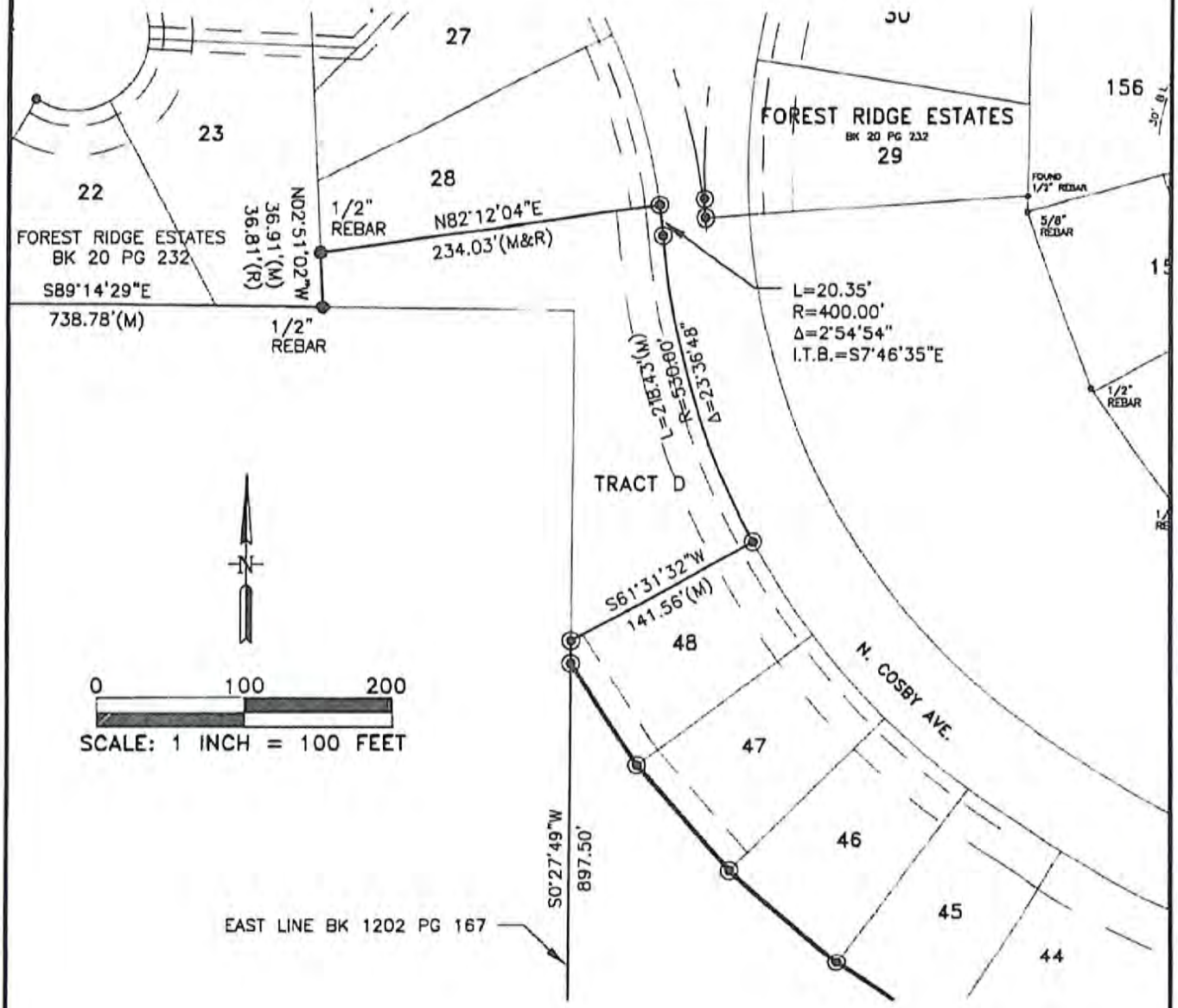
Exhibit "A-15", continued



THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

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Exhibit "A-15", continued

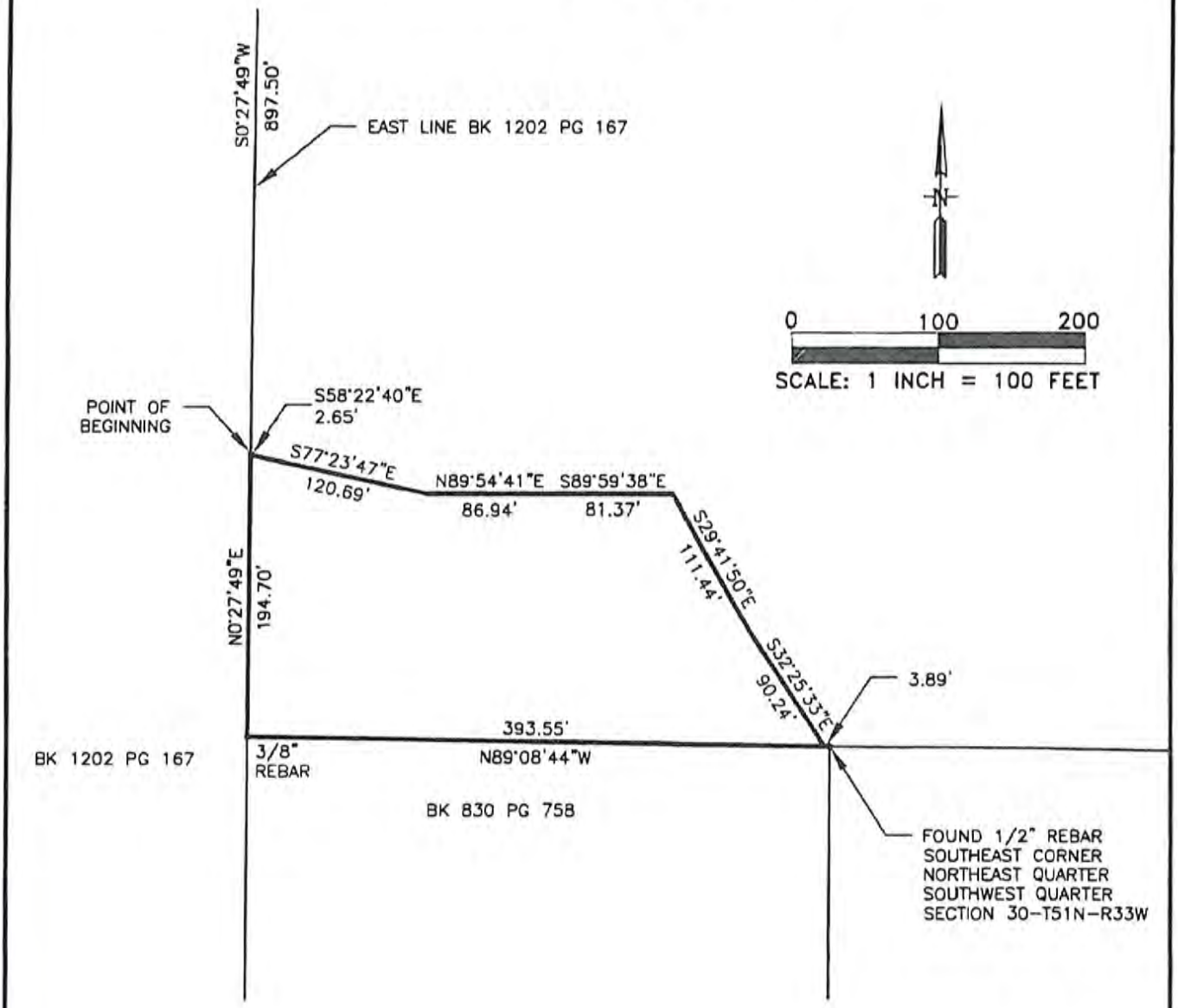

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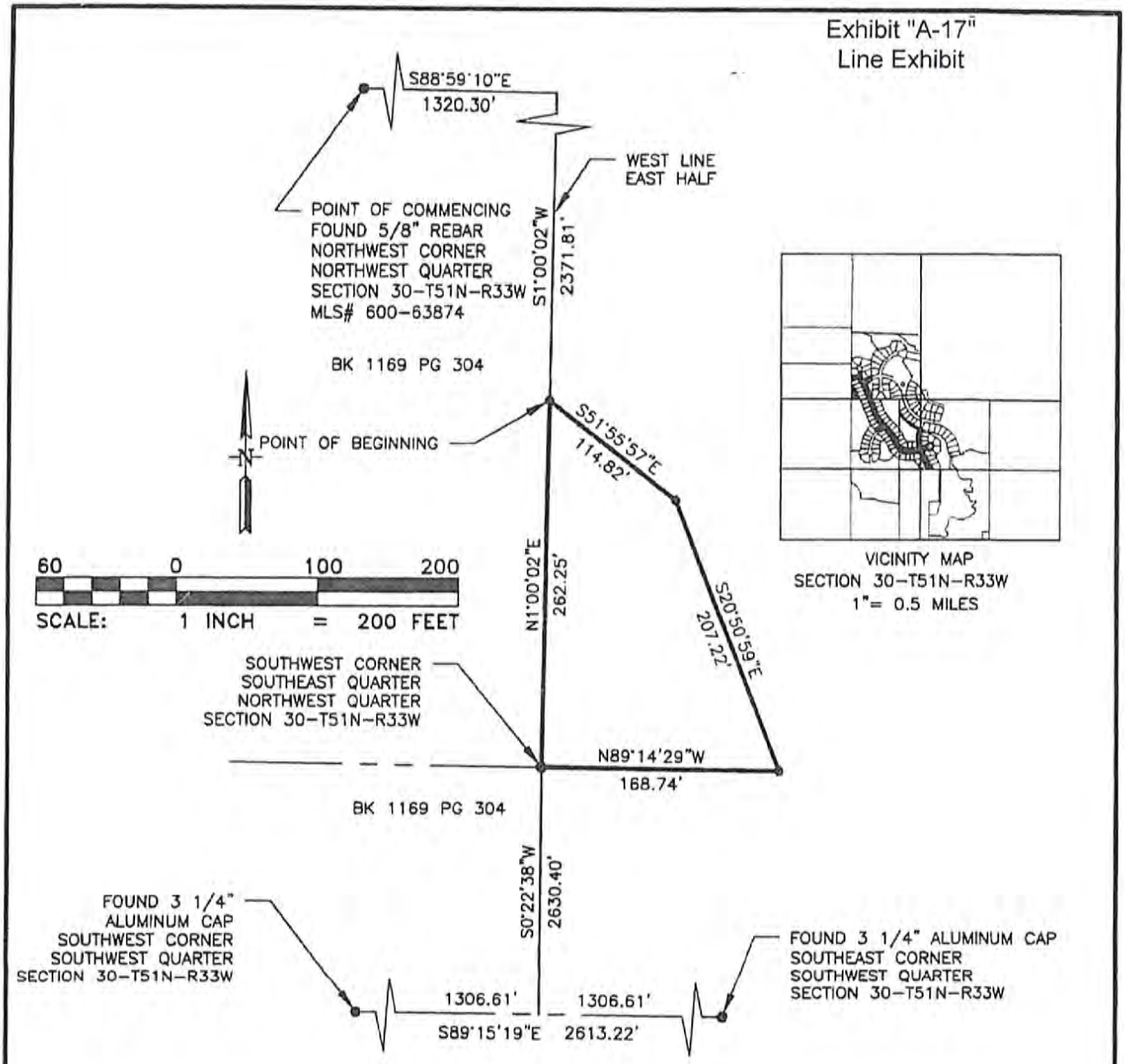
Exhibit "A-16"
Legal Description of Property

A TRACT OF LAND IN SECTION 30, TOWNSHIP 51 NORTH, RANGE 33 WEST, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE S88°59'10"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.30 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE S01°00'02"W, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2634.06 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE S89°14'29"E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, A DISTANCE OF 738.78 FEET TO THE SOUTHEAST CORNER OF LOT 23, OF FOREST RIDGE ESTATES, A SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE N02°51'02"W, ALONG THE EAST LINE OF SAID LOT 23, A DISTANCE OF 36.91 FEET TO THE SOUTHWEST CORNER OF LOT 28 OF SAID FOREST RIDGE ESTATES; THENCE N82°12'04"E, ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 234.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28 TO A POINT OF NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF S07°46'35"E, A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 02°54'54"; THENCE ALONG THE ARC OF THAT CURVE AND ALONG THE EAST LINE OF TRACT D, FOREST RIDGE ESTAES SECOND PLAT, A SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI, A DISTANCE OF 20.35 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET AND A CENTRAL ANGLE OF 23°36'48"; THENCE ALONG THE ARC OF THAT CURVE AND CONTINUING ALONG THE EAST LINE OF SAID TRACT D, A DISTANCE OF 218.43 FEET; THENCE S61°31'32"W, ALONG THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 141.56 FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1202 AT PAGE 167; THENCE S00°27'49"W, ALONG SAID EAST LINE, A DISTANCE OF 897.50 FEET TO THE POINT OF BEGINNING; THENCE S58°22'40", A DISTANCE OF 2.65 FEET; THENCE S77°23'47"E, A DISTANCE OF 120.69 FEET; THENCE N89°54'41"E, A DISTANCE OF 86.94 FEET; THENCE S89°59'38"E, A DISTANCE OF 81.37 FEET; THENCE S29°41'50"E, A DISTANCE OF 111.44 FEET; THENCE S32°25'33"E, A DISTANCE OF 90.24 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE N89°08'44"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 393.55 FEET TO THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1202 AT PAGE 167; THENCE N00°27'49"E, ALONG SAID EAST LINE, A DISTANCE OF 194.70 FEET TO THE POINT OF BEGINNING. CONTAINING 1.36 ACRES, MORE OR LESS.

Exhibit "A-17"
Line Exhibit



VICINITY MAP
SECTION 30-T51N-R33W
1"= 0.5 MILES

BY MCLAUGHLIN, MUELLER, INC.

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Exhibit "A-18"
Legal Description of Property

A TRACT OF LAND IN SECTION 30, TOWNSHIP 51 NORTH, RANGE 33 WEST, KANSAS CITY, PLATTE COUNTY, MISSOURI; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE S88°59'10"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.30 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE S01°00'02"W, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2371.81 FEET TO THE POINT OF BEGINNING; THENCE S51°55'57"E, A DISTANCE OF 114.82 FEET; THENCE S20°50'59"E, A DISTANCE OF 207.22 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N89°14'29"W, ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 168.74 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE N1°00'02"E, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 262.25 FEET TO THE POINT OF BEGINNING; CONTAINING 0.64 ACRES, MORE OR LESS.

Exhibit "B"

Baseline Documentation of Protected Property

The 50.66-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. 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.