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2019E0104867



CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") is entered into as of the 5th day of December, 2019 by and between **WT HOLDINGS LLC**, a Missouri 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 52.98 acres (Tracts 1, 5, 6, and 7) of certain real property located in the city of Greenwood, Jackson County, Missouri and described on Exhibit "A-1" and Exhibit "A-2", 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 Jackson 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 "A-3" 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.

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- 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 or 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, including the construction of trails, to enjoy the ecological, open space, aesthetic and conservation benefits of this Conservation Easement and to learn about the benefits of conservation efforts in general.

(g) Vehicles. Motorized vehicles may be operated on the Protected Property to perform restoration and maintenance of the desired natural area land uses, to maintain the

Protected Property, and to remove trees and shrubs in order to maintain the character of the Protected Property. Use of permitted vehicles shall be in a manner that will minimize impact on native vegetation on the Protected Property.

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

6. NOTICE AND APPROVAL. Grantor agrees to notify the Grantee prior to undertaking any activity not specified in Section 5 that may have a material adverse impact on the conservation values of the Protected Property. Whenever notice is required hereunder, Grantor shall notify the Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment whether to approve the activity based on its consistency with the purpose of this Conservation Easement.

7. VIOLATIONS AND CURE PERIOD. If the Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, the Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee. Grantor shall either (a) cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, begin to curing such violation within the thirty (30) day period and diligently pursue such cure to completion or (b) dispute such finding and invoke the mediation provisions hereof. If Grantor invokes the mediation provisions hereof, Grantor shall cease (or forebear from taking) the disputed activity until such dispute is resolved.

8. MEDIATION. If a dispute arises between the Grantor and Grantee concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, any such party may refer the dispute to mediation by request made in writing to the other parties. Upon such a request by the Grantee, Grantor agrees that, pending resolution of the dispute, Grantor shall not proceed with the planned activity. Within ten (10) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, each appoint a person to act as a mediator. Those persons shall select an additional person, and that person shall mediate the dispute subject to the following guidelines:

(a) Purpose. The purpose of any mediation will be to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation shall not result in any express or de facto modification or amendment of the terms, conditions, or restriction of this Conservation Easement.

(b) Participation. The mediator may meet with the parties and their counsel jointly or individually. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(d) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute:

(e) Costs. Each party shall be liable for its own costs arising from the mediation.

9. **REMEDIES**. In the event that any dispute arising out of this Conservation Easement is not timely cured or resolved by way of the aforementioned mediation process (or Grantor refuses to forebear from a disputed activity), the Grantee may seek a resolution of such dispute (or failure to forebear) through any remedy available at law or in equity. The parties' rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement.

10. **INJUNCTIVE RELIEF**. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Grantee shall be entitled to pursue injunctive relief, both prohibitive and mandatory, in addition to any other relief to which the Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

11. **NO WAIVER**. Forbearance by the Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

12. **ACTS BEYOND GRANTOR'S CONTROL**. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against

Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If practicable, before (or, if not, as soon after as possible) taking any emergency action in connection with the Protected Property, Grantor shall notify the Grantee by the best means practical.

13. **NO PUBLIC DEDICATION OR ACCESS.** THIS 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: WT Holdings LLC
1800 NE Blue Heron Drive
Lee's Summit, MO 64086
Attn: James W. Riffe

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. Notice to any other person or entity shall be sent to that person's or entity's office address.

20. **RECORDATION**. Grantor shall record this Easement in timely fashion in the official records of the Records and Tax Administration in Jackson 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".

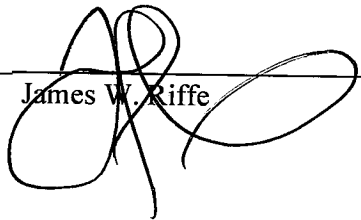
TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the property.

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”

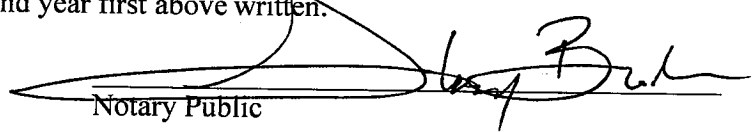
WT Holdings LLC
1800 NE Blue Heron Drive
Lee’s Summit, MO 64086

By: 
James W. Riffe

STATE OF Missouri)
COUNTY OF Jackson) SS.

On this 18th day of Dec, 2019, before me appeared James W. Riffe, to me personally known, who being by me duly sworn did say that he is the authorized agent of **WT Holdings LLC**, a Missouri 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:

“GRANTEE”

MIDWEST MITIGATION OVERSIGHT ASSOCIATION, a Missouri non-profit corporation


By: Mark Greenway, Director



STATE OF Kansas)
) SS.
COUNTY OF Johnson)

On this 5 day of December, 2019, 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:

10-11-23

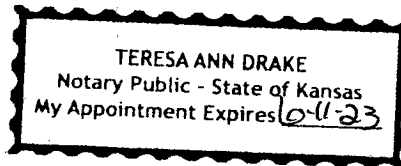


Exhibit "A-2"
Legal Description of Property

TRACT I:

A tract of land lying in the Northwest One-Quarter of Section 35, Township 47 North, Range 31 West, in the City of Greenwood, Jackson County, Missouri and being more particularly described as follows.

Commencing at the Northwest corner of the said Northwest One-Quarter; thence South 00 degrees 10 minutes 59 seconds West, along the West line of the said Northwest One-Quarter a distance of 1,595.68 feet; thence South 79 degrees 20 minutes 17 seconds East a distance of 63.31 feet to the Point of Beginning, said point being the Southeast corner of Lot 8, "THE WILDS" SECOND PLAT, a subdivision of land in the City of Greenwood, Jackson County, Missouri, recorded as Instrument No. 2006E0084018; thence along the Southeast line of said "THE WILDS" SECOND PLAT for the following three courses, North 18 degrees 55 minutes 57 seconds East a distance of 120.27 feet; thence North 51 degrees 08 minutes 42 seconds East a distance of 116.71 feet; thence North 62 degrees 56 minutes 42 seconds East a distance of 140.00 feet to a point on the West line of Lot 79, WOODLAND TRAILS, SECOND PLAT, a subdivision of land in the City of Greenwood, Jackson County, Missouri, recorded as Instrument No. 2015E0091775; thence South 27 degrees 03 minutes 18 seconds East, along the Westerly line of said WOODLAND TRAILS, SECOND PLAT a distance of 137.44 feet; thence South 81 degrees 37 minutes 40 seconds East, along the Southerly line of said WOODLAND TRAILS, SECOND PLAT a distance of 287.49 feet to the Northwest corner of Lot 53, "THE WILDS" THIRD PLAT, a subdivision of land in the City of Greenwood, Jackson County, Missouri, recorded as Instrument No. 2006E0084019; thence along the West line of said "THE WILDS" THIRD PLAT for the following two courses South 04 degrees 31 minutes 25 seconds East a distance of 222.79 feet; thence South 01 degrees 35 minutes 23 seconds West a distance of 53.82 feet to the Northwest corner of Lot 130, WOODLAND TRAILS, FIFTH PLAT, a subdivision of land in the City of Greenwood, Jackson County, Missouri, recorded as Instrument No. 2017E0092531; thence along the West line of said WOODLAND TRAILS, FIFTH PLAT for the following three courses, South 06 degrees 51 minutes 03 seconds West a distance of 324.75 feet; thence South 83 degrees 08 minutes 57 seconds East a distance of 135.88 feet; thence South 06 degrees 51 minutes 03 seconds West a distance of 58.53 feet to the Northeast corner of Lot 135 of said WOODLAND TRAILS, FIFTH PLAT; thence North 69 degrees 19 minutes 47 seconds West, along the North line of said Lot 135 and its Northwesterly extension a distance of 208.12 feet; thence South 65 degrees 35 minutes 29 seconds West a distance of 161.00 feet; thence South 12 degrees 44 minutes 27 seconds West a distance of 163.78 feet; thence South 27 degrees 54 minutes 06 seconds East a distance of 140.75 feet; thence North 73 degrees 59 minutes 53 seconds West a distance of 134.81 feet; thence South 84 degrees 02 minutes 12 seconds West a distance of 82.00 feet; thence North 84 degrees 16 minutes 02 seconds West a distance of 145.03 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of North 19 degrees 54 minutes 57 seconds East, a radius of 786.14 feet, a central angle of 41 degrees 11 minutes 20 seconds and an arc length of 565.14 feet to a point of reverse curvature; thence along a curve to the right, having an initial tangent bearing of North 21 degrees 16 minutes 23 seconds West a radius of 500.00 feet, a central angle of 21 degrees 52 minutes 24 seconds and an arc length of 190.88 feet; thence North 00 degrees 36 minutes 01 seconds East a distance of 80.68 feet to the Point of Beginning, and containing 11.0047 acres, more or less.

Exhibit "A-2, continued"

TRACT V:

A tract of land lying in the Northwest One-Quarter of Section 35, Township 47 North, Range 31 West, in the City of Greenwood, Jackson County, Missouri and being more particularly described as follows.

Commencing at the Northeast corner of the said Northwest One-Quarter; thence South 00 degrees 00 minutes 30 seconds East, along the East line of the said Northwest One-Quarter a distance of 743.81 feet to the Point of Beginning; thence continuing South 00 degrees 00 minutes 30 seconds East, along said East line a distance of 1176.03 feet; thence North 85 degrees 44 minutes 21 seconds West a distance of 325.26 feet to a corner point on the East line of WOODLAND TRAILS, THIRD PLAT, a subdivision of land in the City of Greenwood, Jackson County, Missouri, recorded as Instrument No. 2016E0062779, said point being the Southeast corner of Lot 97 of said WOODLAND TRAILS, THIRD PLAT; thence along the East line of said WOODLAND TRAILS, THIRD PLAT for the following six courses, North 05 degrees 31 minutes 09 seconds West a distance of 125.99 feet; thence North 24 degrees 52 minutes 09 seconds West a distance of 112.20 feet; thence North 09 degrees 20 minutes 31 seconds West a distance of 192.28 feet; thence North 18 degrees 40 minutes 45 seconds West a distance of 206.45 feet; thence North 32 degrees 36 minutes 07 seconds West a distance of 103.57 feet; thence North 47 degrees 05 minutes 34 seconds West a distance of 120.78 feet; thence North 00 degrees 03 minutes 58 seconds East a distance of 376.56 feet; thence North 89 degrees 48 minutes 17 seconds East a distance of 15.32 feet; thence South 21 degrees 28 minutes 12 seconds East a distance of 17.96 feet; thence North 87 degrees 35 minutes 51 seconds East a distance of 129.13 feet; thence South 87 degrees 51 minutes 18 seconds East a distance of 243.09 feet; thence South 85 degrees 22 minutes 39 seconds East a distance of 147.00 feet; thence North 74 degrees 00 minutes 10 seconds East a distance of 81.07 feet; thence North 63 degrees 32 minutes 58 seconds East a distance of 7.12 feet to the Point of Beginning, and containing 12.8921 acres, more or less.

Exhibit "A-2, continued"

TRACT VI:

A tract of land lying in the Northwest One-Quarter and the Southwest One-Quarter of Section 35, Township 47 North, Range 31 West, in the City of Greenwood, Jackson County, Missouri and being more particularly described as follows.

Beginning at the Northeast corner of the said Southwest One-Quarter; thence South 00 degrees 01 minutes 48 seconds West, along the East line of the said Southwest One-Quarter a distance of 791.17 feet; thence North 89 degrees 58 minutes 12 seconds West a distance of 746.67 feet; thence North 39 degrees 34 minutes 49 seconds East a distance of 52.00 feet; thence North 11 degrees 11 minutes 12 seconds East a distance of 91.65 feet; thence North 16 degrees 09 minutes 26 seconds West a distance of 152.18 feet; thence North 21 degrees 45 minutes 04 seconds West a distance of 20.23 feet; thence North 18 degrees 57 minutes 00 seconds West a distance of 250.09 feet; thence North 21 degrees 16 minutes 46 seconds East a distance of 100.30 feet; thence North 12 degrees 56 minutes 57 seconds East a distance of 107.19 feet to the Southeast corner of Tract H, "THE WILDS" THIRD PLAT, a subdivision of land in the City of Greenwood, Jackson County, Missouri, recorded as Instrument No. 2006E0084019; thence along the East line of said "THE WILDS" THIRD PLAT for the following four courses, North 05 degrees 20 minutes 40 seconds East a distance of 283.40 feet; thence North 32 degrees 25 minutes 44 seconds West a distance of 313.49 feet; thence North 78 degrees 24 minutes 09 seconds West a distance of 116.27 feet; thence North 00 degrees 00 minutes 31 seconds East a distance of 65.73 feet to the Southwest corner of Tract "J", WOODLAND TRAILS, THIRD PLAT, a subdivision of land in the City of Greenwood, Jackson County, Missouri, recorded as Instrument No. 2016E0062779; thence along the South and Southeasterly lines of said WOODLAND TRAILS, THIRD PLAT for the following four courses, South 87 degrees 30 minutes 32 seconds East a distance of 286.65 feet; thence North 73 degrees 41 minutes 30 seconds East a distance of 89.26 feet; thence North 82 degrees 27 minutes 51 seconds East a distance of 225.93 feet; thence North 36 degrees 23 minutes 37 seconds East a distance of 171.78 feet; thence South 85 degrees 44 minutes 21 seconds East a distance of 325.26 feet to a point on the East line of the said Northwest One-Quarter; thence South 00 degrees 00 minutes 30 seconds East, along said East line a distance of 730.87 feet to the Point of Beginning, and containing 26.2948 acres, more or less.

TRACT VII:

A tract of land lying in the Northeast One-Quarter of Section 35, Township 47 North, Range 31 West, in the City of Greenwood, Jackson County, Missouri and being more particularly described as follows.

Commencing at the Southwest corner of the said Northeast One-Quarter; thence North 00 degrees 00 minutes 30 seconds West, along the West line of the Northeast One-Quarter a distance of 730.87 feet to the Point of Beginning; thence continuing North 00 degrees 00 minutes 30 seconds West along said West line a distance of 601.03 feet to a corner point on a CERTIFICATE OF SURVEY, a survey of land in the City of Greenwood, Jackson County, Missouri, recorded as Instrument No. 2017E0005110; thence along the West line of said CERTIFICATE OF SURVEY for the following two courses South 51 degrees 10 minutes 24

Exhibit "A-2, continued"

seconds East a distance of 264.50 feet; thence South 08 degrees 59 minutes 40 seconds East a distance of 440.00 feet; thence South 89 degrees 52 minutes 24 seconds West a distance of 274.76 feet to the Point of Beginning, and containing 2.7925 acres, more or less.

”Exhibit “A-3”

Baseline Documentation of Protected Property

The 52.98-acre tract preserves a significant, relatively natural animal and plant habitat with native examples of terrestrial and aquatic communities. It also creates park areas for the enjoyment of users. Native species of grasses, wildflowers, shrubs, and trees exist naturally and are enhanced with local ecotype supplemental plantings. The tract serves to improve water quality through natural soil infiltration, biological filtration, biological remediation, and hydraulic attenuation. Such best management practice functions result through the preservation of natural resource areas.

