
(above space reserved for recording information)

**GRANT OF PERMANENT
CONSERVATION EASEMENT**

THIS GRANT OF PERMANENT CONSERVATION EASEMENT (this "Easement") made this _____ day of _____, 2012, by and between **MC PRAIRIEFIRE, LLC**, a Kansas limited liability company (hereinafter referred to as the "Grantor"), and the **CITY OF OVERLAND PARK, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas ("Grantee").

WITNESSETH:

A. Grantor is the owner of approximately fifty-six (56) acres of real property which is located in the City of Overland Park, Kansas, and which is generally located at 135th Street between Lamar Avenue and Nall Avenue and, along with approximately five and a half (5.5) acres of 137th Street right-of-way, which is legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**, as attached hereto (the "Property").

B. The Property includes, or shall include, a wetlands area and trail area (collectively, the "Wetlands/Trails Area") legally described on **Exhibit B-1** and generally depicted on **Exhibit B-2**, as attached hereto (sometimes referred to herein as the "Protected Property"), consisting of (i) a Wetlands (as hereinafter defined), (ii) a bridge featuring natural materials which traverses the Wetlands (the "Bridge"), and (iii) a perimeter nature / bike-hike trail (the "Perimeter Trails") and (iv) internal trails encircling and/or traversing Wetlands (the "Internal Trails"; collectively, the Perimeter Trails and the Internal Trails may be referred to herein as the "Trails").

C. As of the date of this Easement, the Wetlands/Trails Area comprising the Protected Property possess natural resource conservation values associated with ecological diversity, wildlife habitat, riparian buffer, and watershed protection; and open space and scenic appreciation and recreational values (collectively, "Conservation Values") are of great importance to the people of Kansas, the Grantor and Grantee, the conservation of which will provide a significant public benefit.

D. Grantor intends that the Conservation Values of the Protected Property be conserved and maintained by permitting only those land uses on the Protected Property that do not significantly impair or interfere with the Conservation Values, which include land uses relating to

trail and recreational uses, as limited under this Easement.

E. Grantor further intends, as owner of the Protected Property, to convey to Grantee the right to conserve and protect the Conservation Values of the Protected Property in perpetuity and to grant public access to the Protected Property.

F. Grantee is a municipal corporation duly authorized to hold this Easement under the Kansas Uniform Conservation Easement Act, K.S.A. 58-3810 et. seq.

G. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to conserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Kansas and in particular the Kansas Uniform Conservation Easement Act, Kansas Statutes Annotated 58-3810 et seq., and the laws of the United States, the Grantor hereby voluntarily grants and conveys to Grantee this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth and hereby agrees as follows:

1. **Purpose.** All of the above recitals of fact are incorporated herein as if fully set forth. It is the purpose of this Easement to protect the Wetlands and all other parts of the Protected Property which are of statewide importance in perpetuity. It is also the purpose of this Easement to assure that the Protected Property will be retained forever predominantly in its ecological, scenic, agricultural, and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property. Grantor intends that this Easement will confine the use of the Protected Property to such activities, including, those involving ecological diversity, wildlife habitat, riparian buffer, and watershed protection and restoration; open space and scenic appreciation; public education; public recreation; and other similar uses that are conducted consistent with the purposes of this Easement.
2. **Educational Activity.** The City and Grantor hereby agree that the Protected Property shall be made accessible to the public to enjoy the ecological, open space, aesthetic and conservation benefits of this Easement and to learn about the benefits of wetlands and conservation easements in general, and that non-commercial recreational and educational activities shall be permitted on the Protected Property.
3. **Conservation Easement Act.** The limitations, obligations and interests granted and created by this instrument shall be a “conservation easement” as defined by and provided for in the Kansas Uniform Conservation Easement Act, K.S.A. 58-3810 et. seq., provided, however, that there shall be no third party rights of enforcement of this Easement. Grantee shall be the only “holder” of this Easement pursuant to K.S.A. 58-3810(b)(1). This Easement shall be of unlimited duration.
4. **Identification.** Easement identification monuments and signage identifying the Protected Property as being protected property subject to this Easement shall be placed, at Grantor's expense, upon the Property at such locations as may be reasonably required by Grantee.
5. **Wetlands.** A portion of the Protected Property, as generally depicted on **Exhibit B-2**

attached hereto, shall be used and maintained as a native wetlands area comprising a biologically functional natural system that includes a stream channel, natural stone and natural vegetation, in accordance with the Final Mitigation Plan for Prairiefire at Lionsgate, dated February 2007, which is attached to the Maintenance Agreement (hereinafter defined), (hereinafter referred to as the "Wetlands"). The Protected Property shall also include the Trails to be used by the general public for walking, hiking and biking.

6. **Rights of Grantee.** To accomplish the purposes of this Easement the following rights are conveyed to the City by this Easement:
 - (a) To conserve and protect the Conservation Values of the Protected Property;
 - (b) To enter upon the Protected Property annually at reasonable times in order to monitor Grantor's compliance with the terms of this Easement in accordance with Section 8 below.
 - (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 18 below.

7. **Prohibited Activities.** Any activity on or use of the Protected Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
 - (a) Structures. Subject to the exceptions set forth below, there shall be no construction or placing of any Structure (defined hereafter) on the Protected Property. "Structure" includes, but is not limited to, a house, garage, barn or other building, recreational courts or playing fields, billboard, signs, antenna, cell towers, storage tank, utility poles, utility lines, utility system, lights, wind turbines, and any other temporary or permanent improvement of a similar nature or with similar characteristics. Notwithstanding anything herein to the contrary, the following Structures shall not be prohibited hereunder: the Bridge and other pedestrian bridges (provided that any bridges located within the Wetlands may be constructed only for purposes of preserving the Wetlands), one or more monument signs for the Prairiefire mixed-use development, trellises, benches, informational signage about the Protected Property (including, but not limited to, boundary markers), landscape walls, stepping stones, minimal above-ground equipment associated with provision of electrical service to some or all of the Property, lighting along the Trails, and underground utilities (including, but not limited to, storm sewers, sanitary sewers, water lines, gas lines, cable lines, and telephone lines); provided, however, that commercially reasonable efforts shall be used in connection with the construction and maintenance of any of the foregoing to minimize any interference with the Wetlands.
 - (b) Subdivision. The Protected Property may not be divided, partitioned, subdivided, or conveyed except in its current configuration as a single unit.
 - (c) Mining. Except for removal of rock, sand, gravel or soil in connection with the construction of the Wetlands, Bridge, Trails, and other permitted Structures under

Section 7(a) hereof, there shall be no hard rock, sand, gravel, or soil mining or removal on the Protected Property.

- (d) Minerals and Gas. There shall be no exploration for, development of or extraction of minerals, gas, or hydrocarbons on the Protected Property.
- (e) Water. Grantor shall not transfer, encumber, lease, sell, or otherwise separate from title to the Protected Property any water rights.
- (f) Watershed and Wetlands. Except during the construction of the Wetlands, Bridge, Trails, and other permitted Structures under Section 7(a) hereof and as otherwise specified below, and subject to the limitations set forth in this Easement, the Grantor may not alter water sources, water courses, water bodies, or the natural flow of water over or within the Protected Property by draining, filling, dredging, diking or undertaking any other similar alteration within the Wetlands.
- (g) Topography. Except during the construction of the Wetlands, Bridge, Trails, and other permitted Structures under Section 7(a) hereof and as otherwise specified below, and subject to the limitations set forth in this Easement, the Grantor shall not plow, till, ditch, drain, dike, fill, excavate, extract, or remove topsoil, sod, sand, gravel, rock, or other materials; or otherwise change the topography of the Protected Property in any manner.
- (h) Waste. There shall be no storage, dumping or accumulation of trash, non-compostable garbage, hazardous or toxic substances or other substance or material on the Protected Property.
- (i) Roads. There shall be no building of roads or trails (except for the Trails) on the Protected Property.
- (j) Timber Harvest. There shall be no commercial timber harvest from the Protected Property.
- (k) Spraying. There shall be no use of pesticides on the Wetlands, except as for the control of state-designated noxious weeds, other invasive plant species and pests. The use of pesticides shall be managed to: (i) minimize the impact on water quality and the plant diversity of native species; (ii) limit use to those amounts and frequency of application that constitute the minimum necessary for control of the targeted pest; and (iii) comply with all product labels, governmental regulations, and applicable law.
- (l) Reptiles and Amphibians. There shall be no removal of native reptiles and amphibians from the Wetlands.
- (m) Vehicles. No cars, trucks, ATVs, snowmobiles, dune buggies, motorcycles or similar vehicles shall be permitted on the Protected Property, except for motorized wheelchair and motorized devices to aid in the mobility of handicapped, disabled or elderly pedestrians.
- (n) Commercial Activities. Commercial activities shall not be permitted on the Protected Property either by Grantor; Grantor's invitees, licensees, or agents; or Grantor's successors and assigns.

- (o) Impervious Surfaces. Except for the Bridge and the Trails and any other permitted Structures set forth in Section 7(a) hereof, impervious surfaces are not permitted without the prior written consent of the City. Impervious surfaces are defined as structures or improvements that permanently cover soil resources.
 - (p) Removal of Vegetation. With respect to the Wetlands, cutting, mowing or removing shrubs or other vegetation, and cutting, destroying or removing trees, except for tree disease control by or as directed by a governmental agency or as set forth in the Maintenance Agreement. Grantor may remove diseased or dead trees of any size, buckthorn and noxious weeds.
 - (q) Fertilizer. Within the Wetlands, application of fertilizers, whether natural or chemical is prohibited;
 - (r) Chemicals. Within the Wetlands, application of chemicals for the destruction or retardation of vegetation is prohibited.
 - (s) Other. Any activity detrimental to the preservation of the scenic beauty, vegetation, and wildlife of the Wetlands and the Trails is prohibited.
8. **Right of Access.** The Grantor for itself and its successors and assigns, further grants Grantee the affirmative right, but not the obligation, to enter the Protected Property, and the Property (to the extent necessary to access the Protected Property), to enforce compliance with the terms of this instrument, preserve, improve, and enhance the slope, trees, vegetation, and natural habitat by altering, clearing, and removing trees or other vegetation, by changing the contour of the land, and by planting trees or other vegetation. In no event shall the granting of this Easement in favor of Grantee create any obligations, monetary or otherwise, on the part of Grantee to maintain the Protected Property.
9. **Improvements.** Grantee acknowledges and agrees that it is the intent of Grantor to construct the Bridge over and across a part of the Protected Property, as well as certain other Structures permitted under Section 7(a). Grantor shall provide advance written notice to Grantee prior to commencing construction of any such improvements. and shall use commercially reasonable efforts not to block the Trails in connection with such construction and to minimize any impact on the Wetlands relating to such construction. Grantee shall comply with all laws relating to the construction, maintenance and replacement of such improvements.
10. **Maintenance.** The Grantor, at its sole expense, agrees at all times for itself and for its successors, assigns and their invitees, to maintain and keep the Wetlands and the Trails in good condition and repair in accordance with that certain Wetlands/Trails Maintenance Agreement of even date with this Easement, by and between MC Prairiefire I, LLC (an affiliate of Grantor) and Grantee, which is on file with the City of Overland Park, Kansas and available for review by the public (the "Maintenance Agreement") including planting of trees and other vegetation that is indigenous or naturalized to the State of Kansas, mowing grass, removing debris, ice and snow (with respect to that portion of the Perimeter Trails intended to be used as sidewalk along the adjoining public roads), repaving and repairing the Trails as necessary, all consistent with this Easement and all other acts necessary to maintain said Wetlands and Trails.

11. **Taxes.** Grantor shall pay any and all applicable real property taxes and assessments levied by competent taxing authority on the Protected Property.
12. **Hazardous Substances.** Grantor covenants that if any hazardous substances or toxic waste exist or has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, or there are or have been any underground storage tanks on the Protected Property, the Grantor shall be responsible for any and all necessary costs of remediation.
13. **Retention of Liability.** Grantor shall continue to retain all liability for any injury or damage to the person or property of third parties that may occur on the Protected Property arising from ownership of the Protected Property. Neither Grantor, nor any person claiming by or through Grantor, shall hold Grantee liable for any damage or injury that may occur on the Protected Property. 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, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement, and all such activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
14. **Indemnification.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend the Grantee and its members, directors, officers, employees, agents, and contractors and the successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, costs and expenses of litigation, including expert witness' fees and reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, unless due solely to the intentional action of any of the Indemnified Parties; (b) the violation or alleged violation of, or other failure to comply with, any environmental act, in any way affecting, involving, or relating to the Protected Property; (c) the violation or alleged violation of, or other failure to comply with this Easement; (d) the release, threatened release, or presence in, on, from, or about the Protected Property, at any time, 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; and (e) enforcement of this indemnity clause by any Indemnified Party in an action in which the Indemnified Party prevails.
15. **Violation.** If the City determines that a violation of the terms of this Easement has occurred or is threatened, the City 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 purposes of this Easement, the City shall have the right to restore at the expense

of Grantor (in the event that Grantor fails to restore within thirty (30) days after written notice) the portion of the Protected Property so injured to its prior condition.

16. **Remedies.** If Grantor fails to cure the violation within thirty (30) days after receipt of written notice thereof from the City, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the City may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction (ex parte as necessary), and to require the restoration of the Protected Property to the condition that existed as of the date of this Easement.
17. **Emergency Action.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire.
18. **Enforcement.** The terms and conditions of this Easement may be enforced in an action at law or equity by Grantee against the Grantor if in violation of or attempting to violate the restrictions, covenants or agreements set forth in this Easement. Venue for any such action shall be in Johnson County, Kansas. Enforcement of this Easement shall be at the reasonable discretion of Grantee, and any forbearance by Grantee shall not be deemed or construed to be a waiver of rights. If Grantee shall prevail in an enforcement action, such party shall also be entitled to recover the cost of restoring the Wetlands to the natural vegetative and hydrologic condition existing at the time of execution of this Easement.
19. **Costs.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of litigation, including expert witness fees and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.
20. **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this 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.
21. **Interpretation.** The interpretation and performance of this Easement shall be governed by the applicable laws of the State of Kansas.
22. **Notices.** All notices and requests required pursuant to this Easement shall be in writing and shall be sent as follows:

To the Grantor:

Mr. Fred Merrill
Merrill Companies, LLC
6240 W. 135th Street

Overland Park, KS 66223

With copies to: John Petersen, Esq.
Polsinelli Shughart
6201 College Blvd., Suite 500
Overland Park, KS 66211

To Grantee: Ms. Kristy Stallings
Deputy City Manager
City of Overland Park
City Hall
8500 Santa Fe
Overland Park, KS 66212

With a copy to: Janet Garms, Esq.
Kutak Rock LLP
1010 Grand Blvd., Suite 500
Kansas City, MO 64106-2220

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

23. **Recordation.** This Easement shall be recorded with the Register of Deeds of Johnson County, Kansas, shall be binding up and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land that constitutes the Protected Property, until terminated by written agreement recorded with the Register of Deeds for Johnson County, Kansas.
24. **Counterparts.** This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
25. **Exhibits.** The Exhibits attached hereto are incorporated herein by reference and shall be a part of this Easement to the same extent as if fully set forth herein.
26. **Severability.** If any provision, covenant, agreement or portion of this Easement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Easement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Easement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected. Without limiting the generality of the foregoing, in the event that this Easement fails to meet the requirements of a "Conservation Easement" under the Uniform Kansas Conservation Easement Act, or any other applicable laws, this Easement shall be deemed amended to render it a valid and enforceable as an easement over and across the Protected Property on and subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the day and year set forth above.

GRANTOR

MC PRAIRIEFIRE, LLC, a Kansas limited liability company

By: MERRILL COMPANIES, LLC, a _____ limited liability company, its Manager,

By: _____
Fred L. Merrill, Jr., _____

ATTEST:

By: _____
Its: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

BE IT REMEMBERED ON this _____ day of _____, 2012, before me appeared Fred L. Merrill, Jr., to me personally known, who, being by me duly sworn did say that he is the _____ of the Merrill Companies, LLC, a _____ limited liability company, the Manager of MC Prairiefire, LLC, a Kansas limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Manager, and said Fred L. Merrill, Jr., President of such Manager, acknowledged said instrument to be the free act and deed of the Manager and the Company.

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

[SEAL]

NOTARY PUBLIC
Printed Name: _____

My Commission Expires:

This Easement is hereby accepted this ____ day of _____. 2012.

CITY

CITY OF OVERLAND PARK, a Kansas
municipal corporation

By: _____
Carl R. Gerlach, Mayor

(SEAL)

ATTEST:

Marian Cook, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Carl R. Gerlach as Mayor of Grantee of Overland Park, a Kansas municipal corporation and Marian Cook as City Clerk who are personally known to me be the same persons who executed the foregoing instrument of writing as such officials, and said Carl R. Gerlach and Marian Cook duly acknowledged the execution of the same to be the act of Grantee; and Marian Cook as City Clerk duly acknowledged the attestation of the same for and on behalf of said City, and affixed thereto the seal of Grantee.

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

Notary Public
Printed Name: _____

[SEAL]

My Commission Expires:

EXHIBIT A-1
LEGAL DESCRIPTION - PROPERTY

File No. 2007-0004
PrairieFire
October 09, 2009
Revised September 27, 2012

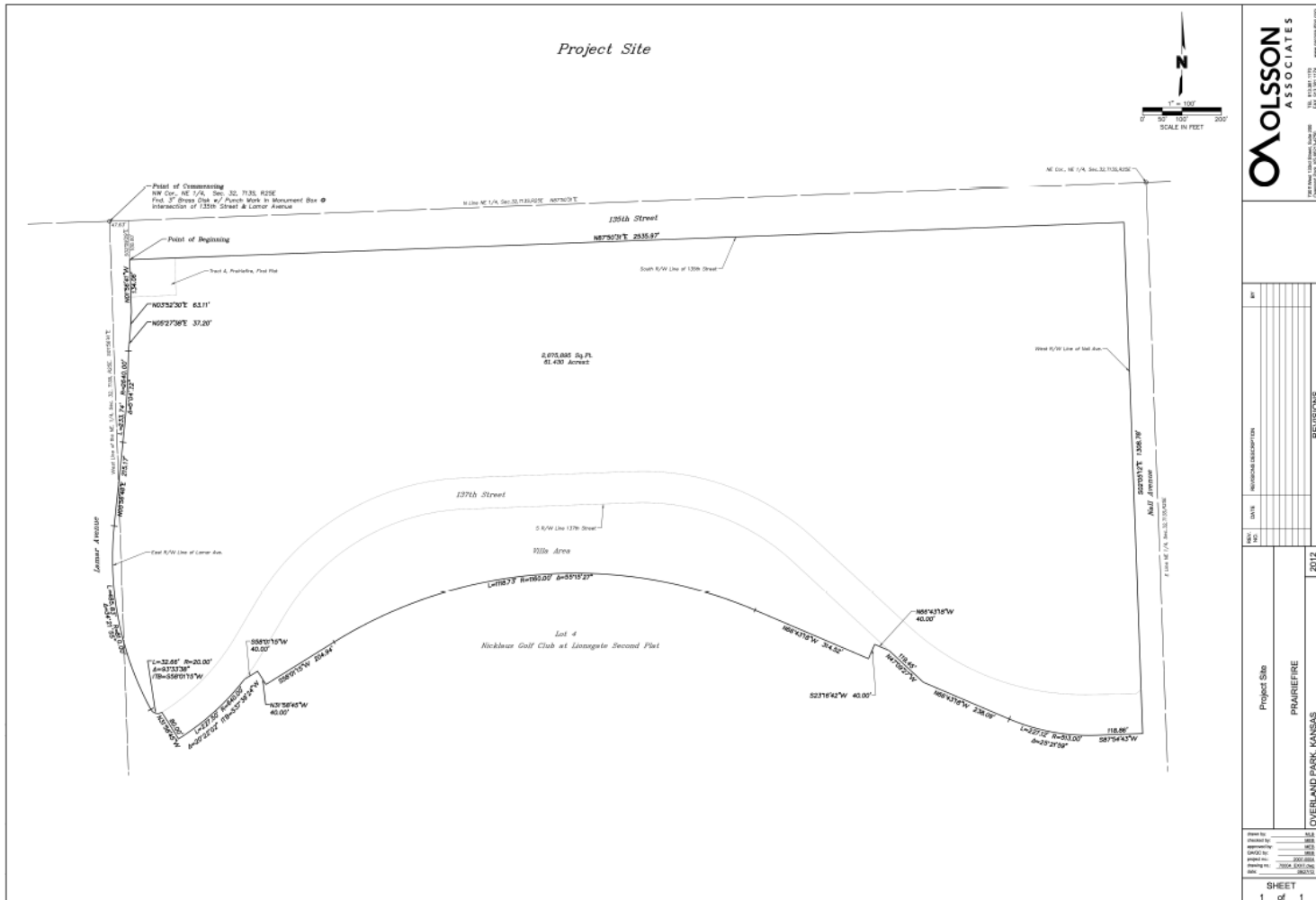
Project Site

All of Tract A, and all that part of 137th Street right of way within the final plat of Prairiefire, First Plat, together with an unplatted portion of land, all lying in the North half of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence North 87 degrees 50 minutes 31 seconds East along the North line of the Northeast Quarter of said Section 32 a distance of 47.63 feet to a point; thence South 2 degrees 09 minutes 29 seconds East a distance of 100.00 feet to the Northwest corner of Tract A, Prairiefire, First Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, the POINT OF BEGINNING; thence North 87 degrees 50 minutes 31 seconds East along the North line of said Tract A and the South right of way line of 135th Street a distance of 2535.97 feet to a point on the West right of way line of Nall Avenue; thence South 2 degrees 05 minutes 12 seconds East along the West right of way line of Nall Avenue a distance of 1308.78 feet to a point on the South right of way line of 137th Street as established by the final plat of said Prairiefire, First Plat; thence South 87 degrees 54 minutes 43 seconds West along the South right of way line of said 137th Street a distance of 118.86 feet to a point of curvature; thence in a Northwesterly direction along the South right of way line of said 137th Street and along a curve to the right, having a radius of 513.00 feet, through a central angle of 25 degrees 21 minutes 59 seconds, an arc distance of 227.12 feet to a point; thence North 66 degrees 43 minutes 18 seconds West along the South right of way line of said 137th Street and the North line of Lot 4, Nicklaus Golf Club at Lionsgate Second Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, a distance of 238.09 feet to a point; thence North 47 degrees 09 minutes 27 seconds West along the Southerly right of way line of 137th Street a distance of 119.45 feet to a point; thence North 66 degrees 43 minutes 18 seconds West a distance of 40.00 feet to a point; thence South 23 degrees 16 minutes 42 seconds West a distance of 40.00 feet to a point on the North line of said Lot 4; thence North 66 degrees 43 minutes 18 seconds West along the North line of said Lot 4 a distance of 314.52 feet to a point; thence in a Northwesterly direction along the North line of said Lot 4 and along a curve to the left, having a radius of 1160.00 feet, through a central angle of 55 degrees 15 minutes 27 seconds, an arc distance of 1118.73 feet to a point; thence South 58 degrees 01 minutes 15 seconds West along the North line of said Lot 4 a distance of 204.94 feet to a point; thence North 31 degrees 58 minutes 45 seconds West a distance of 40.00 feet to a point; thence South 58 degrees 01 minutes 15 seconds West a

distance of 40.00 feet to a point on the Southerly right of way line of said 137th Street; thence in a Southwesterly direction along the Southerly right of way line of said 137th Street and along a curve to the right whose initial tangent bears South 37 degrees 39 minutes 24 seconds West, having a radius of 640.00 feet, through a central angle of 20 degrees 22 minutes 02 seconds, an arc distance of 227.50 feet to a point on the East right of way line of Lamar Avenue; thence North 31 degrees 58 minutes 45 seconds West along the East right of way line of Lamar Avenue a distance of 80.00 feet to a point of curvature; thence in a Southwesterly, Westerly and Northwesterly direction along the East right of way line of Lamar Avenue and along a curve to the right whose initial tangent bears South 58 degrees 01 minutes 15 seconds West, having a radius of 20.00 feet, through a central angle of 93 degrees 33 minutes 38 seconds, an arc distance of 32.66 feet to a point of compound curvature; thence in a Northeasterly direction along the East right of way line of Lamar Avenue and along a curve to the right, having a radius of 810.00 feet, through a central angle of 34 degrees 21 minutes 55 seconds, an arc distance of 485.83 feet to a point; thence North 5 degrees 56 minutes 48 seconds East along the East right of way line of Lamar Avenue a distance of 215.17 feet to a point of curvature; thence in a Northeasterly direction along the East right of way line of Lamar Avenue and along a curve to the left, having a radius of 2640.00 feet, through a central angle of 5 degrees 04 minutes 22 seconds, an arc distance of 233.74 feet to a point; thence North 5 degrees 27 minutes 38 seconds East along the East right of way line of Lamar Avenue a distance of 37.20 feet to a point; thence North 3 degrees 52 minutes 30 seconds East along the East right of way line of Lamar Avenue a distance of 63.11 feet to a point; thence North 1 degree 56 minutes 41 seconds West along the East right of way line of Lamar Avenue and the West line of said Tract A, a distance of 134.06 feet to the POINT OF BEGINNING and containing 2,675,895 Square Feet or 61.430 Acres, more or less.

EXHIBIT A-2 BOUNDARY MAP - PROPERTY



OLSSON ASSOCIATES
 1101 E. 15th Street, Suite 200
 Overland Park, KS 66204
 Tel: (913) 241-1111
 Fax: (913) 241-1112

NO.	DATE	REVISION DESCRIPTION	BY

Project Site	2012
PRAIRIEFIRE	OVERLAND PARK, KANSAS

Drawn by: _____	Title: _____	Date: _____
Checked by: _____	Scale: _____	Sheet: _____
Designed by: _____	Project No: _____	Plot No: _____
Plotting by: _____	Project Name: _____	Plot Name: _____
Rev. by: _____	Plot Date: _____	Plot Title: _____

SHEET
1 of 1

EXHIBIT B-1
LEGAL DESCRIPTION – WETLANDS/TRAILS AREA

File No. 2007-0004
Prairiefire
October 8, 2012

EXH15

Property Description Phase I Wetlands

All that part of the Northeast Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence South 87 degrees 50 minutes 31 seconds West along the North line of the Northeast Quarter of said Section 32 a distance of 797.48 feet to a point; thence South 2 degrees 09 minutes 00 seconds East a distance of 100.00 feet to a point on the South right of way line of 135th Street, the POINT OF BEGINNING; thence continuing South 2 degrees 09 minutes 00 seconds East a distance of 176.30 feet to a point; thence in a Southeasterly direction along a curve to the left, having a radius of 527.00 feet, through a central angle of 8 degrees 35 minutes 35 seconds, an arc distance of 79.04 feet to a point; thence South 75 degrees 30 minutes 12 seconds West a distance of 22.24 feet to a point; thence in a Westerly direction along a curve to the right, having a radius of 215.50 feet, through a central angle of 12 degrees 20 minutes 48 seconds, an arc distance of 46.44 feet to a point; thence South 87 degrees 51 minutes 00 seconds West a distance of 7.81 feet to a point; thence South 83 degrees 16 minutes 34 seconds West a distance of 53.83 feet to a point; thence South 87 degrees 51 minutes 00 seconds West a distance of 124.64 feet to a point; thence North 2 degrees 09 minute 00 seconds West a distance of 269.04 feet to a point on the South right of way line of 135th Street; thence North 87 degrees 50 minutes 31 seconds East along the South right of way line of 135th Street a distance of 248.00 feet to the POINT OF BEGINNING and containing 66,287 Square Feet or 1.5217 Acres, more or less.

File No. 2007-0004
Prairiefire
October 11, 2012

EXH26

Property Description Phase I Wetlands

All that part of the Northeast Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence South 87 degrees 50 minutes 31 seconds West along the North line of the Northeast Quarter of said Section 32 a distance of 928.48 feet to a point; thence South 2 degrees 09 minutes 00 seconds East a distance of 369.05 feet to the POINT OF BEGINNING; thence continuing South 2 degrees 09 minutes 00 seconds East a distance of 60.50 feet to a point; thence South 87 degrees 51 minutes 00 seconds West a distance of 125.00 feet to a point; thence North 5 degrees 22 minutes 57 seconds East a distance of 61.03 feet to a point; thence North 87 degrees 51 minutes 00 seconds East a distance of 117.00 feet to the POINT OF BEGINNING and containing 7,320 Square Feet or 0.1681 Acres, more or less.

File No. 2007-0004
Prairiefire
October 8, 2012

EXH16

Property Description Phase I Wetlands

All that part of the Northeast Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence South 87 degrees 50 minutes 31 seconds West along the North line of the Northeast Quarter of said Section 32 a distance of 928.48 feet to a point; thence South 2 degrees 09 minutes 00 seconds East a distance of 429.55 feet to the POINT OF BEGINNING; thence continuing South 2 degrees 09 minutes 00 seconds East a distance of 405.17 feet to a point on the Northerly right of way line of 137th Street; thence in a Northwesterly direction along the Northerly right of way line of 137th Street and along a curve to the left whose initial tangent bears North 52 degrees 51 minutes 36 seconds West, having a radius of 640.00 feet, through a central angle of 13 degrees 19 minutes 04 seconds, an arc distance of 148.76 feet to a point; thence North 2 degrees 09 minute 00 seconds West a distance of 325.14 feet to a point; thence North 87 degrees 51 minutes 00 seconds East a distance of 125.00 feet to the POINT OF BEGINNING and containing 45,217 Square Feet or 1.0380 Acres, more or less.

File No. 2007-0004
Prairiefire
October 8, 2012

EXH22

Property Description Phase I Wetlands

All that part of the Northeast Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence South 2 degrees 05 minutes 12 seconds East along the East line of the Northeast Quarter of said Section 32 a distance of 1173.05 feet to a point; thence South 87 degrees 54 minutes 48 seconds West a distance of 698.35 feet to a point on the South right of way line of 137th Street, the POINT OF BEGINNING; thence North 66 degrees 43 minutes 18 seconds West a distance of 40.00 feet to a point; thence South 23 degrees 16 minutes 42 seconds West a distance of 40.00 feet to a point; thence North 66 degrees 43 minutes 18 seconds West a distance of 314.52 feet to a point; thence in a Northwesterly direction along a curve to the left, having a radius of 1160.00 feet, through a central angle of 2 degrees 01 minutes 19 seconds, an arc distance of 40.93 feet to a point; thence North 19 degrees 16 minutes 43 seconds East a distance of 177.80 feet to a point on the Southerly right of way line of 137th Street; thence in a Southeasterly direction along the Southerly right of way line of 137th Street and along a curve to the right whose initial tangent bears South 56 degrees 44 minutes 38 seconds East, having a radius of 560.00 feet, through a central angle of 9 degrees 35 minutes 11 seconds, an arc distance of 93.69 feet to a point; thence South 47 degrees 09 minutes 27 seconds East along the Southerly right of way line of 137th Street a distance of 336.80 feet to the POINT OF BEGINNING and containing 42,936 Square Feet or 0.9857 Acres, more or less.

File No. 2007-0004
Prairiefire
October 8, 2012

EXH19

Property Description Phase I Bike/Hike Trail

All that part of the Northeast Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence South 2 degrees 05 minutes 12 seconds East along the East line of the Northeast Quarter of said Section 32 a distance of 100.00 feet to a point; thence South 87 degrees 50 minutes 31 seconds West a distance of 60.00 feet to the point of intersection of the South right of way line of 135th Street and the West right of way line of Nall Avenue, the POINT OF BEGINNING; thence South 2 degrees 05 minutes 12 seconds East along the West right of way line of Nall Avenue a distance of 483.54 feet to a point; thence South 87 degrees 51 minutes 00 seconds West a distance of 40.00 feet to a point; thence North 2 degrees 05 minutes 12 seconds West a distance of 433.53 feet to a point; thence South 87 degrees 50 minutes 31 seconds West a distance of 643.32 feet to a point; thence North 2 degrees 09 minutes 00 seconds West a distance of 50.00 feet to a point on the South right of way line of 135th Street; thence North 87 degrees 50 minutes 31 seconds East along the South right of way line of 135th Street a distance of 683.37 feet to the POINT OF BEGINNING and containing 51,509 Square Feet or 1.1825 Acres, more or less.

File No. 2007-0004
Prairiefire
October 8, 2012

EXH20

Property Description Phase I Bike/Hike Trail

All that part of the Northeast Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence South 2 degrees 05 minutes 12 seconds East along the East line of the Northeast Quarter of said Section 32 a distance of 645.54 feet to a point; thence South 87 degrees 50 minutes 31 seconds West a distance of 60.00 feet to a point on the West right of way line of Nall Avenue, the POINT OF BEGINNING; thence South 2 degrees 05 minutes 12 seconds East along the West right of way line of Nall Avenue a distance of 650.75 feet to a point on the Northerly right of way line of 137th Street; thence South 49 degrees 31 minutes 01 seconds West along the Northerly right of way line of 137th Street a distance of 17.51 feet to a point; thence South 89 degrees 21 minutes 57 seconds West along the Northerly right of way line of 137th Street a distance of 127.61 feet to a point; thence in a Northwesterly direction along the Northerly right of way line of 137th Street and along a curve to the right, having a radius of 650.00 feet, through a central angle of 43 degrees 28 minutes 36 seconds, an arc distance of 493.23 feet to a point; thence North 47 degrees 09 minutes 27 seconds West along the Northerly right of way line of 137th Street a distance of 236.72 feet to a point; thence in a Northeasterly direction along a curve to the left whose initial tangent bears North 46 degrees 20 minutes 23 seconds East, having a radius of 421.53 feet, through a central angle of 2 degrees 43 minutes 14 seconds, an arc distance of 20.02 feet to a point; thence South 47 degrees 09 minutes 27 seconds East a distance of 235.98 feet to a point; thence in a Southeasterly direction along a curve to the left, having a radius of 630.00 feet, through a central angle of 43 degrees 28 minutes 36 seconds, an arc distance of 478.05 feet to a point; thence North 89 degrees 21 minutes 57 seconds East a distance of 100.82 feet to a point; thence North 2 degrees 05 minutes 12 seconds West a distance of 640.91 feet to a point; thence North 87 degrees 51 minutes 00 seconds East a distance of 40.00 feet to the POINT OF BEGINNING and containing 42,840 Square Feet or 0.9835 Acres, more or less.

File No. 2007-0004
Prairiefire
October 8, 2012

EXH18

Property Description Phase I Bike/Hike Trail

All that part of the Northeast Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence South 87 degrees 50 minutes 31 seconds West along the North line of the Northeast Quarter of said Section 32 a distance of 928.48 feet to a point; thence South 2 degrees 09 minutes 00 seconds East a distance of 815.49 feet to the POINT OF BEGINNING; thence in a Southeasterly direction along a curve to the right whose initial tangent bears South 53 degrees 55 minutes 32 seconds East, having a radius of 655.00 feet, through a central angle of 6 degrees 46 minutes 05 seconds, an arc distance of 77.37 feet to a point; thence South 47 degrees 09 minute 27 seconds East a distance of 43.86 feet to a point; thence in a Southwesterly direction along a curve to the right whose initial tangent bears South 44 degrees 30 minutes 47 seconds West, having a radius of 367.53 feet, through a central angle of 2 degrees 20 minutes 29 seconds, an arc distance of 15.02 feet to a point on the Northerly right of way line of 137th Street; thence North 47 degrees 09 minutes 27 seconds West along the Northerly right of way line of 137th Street a distance of 43.11 feet to a point; thence in a Northwesterly direction along the Northerly right of way of 137th Street and along a curve to the left, having a radius of 640.00 feet, through a central angle of 5 degrees 42 minutes 09 seconds, an arc distance of 63.70 feet to a point; thence North 2 degrees 09 minutes 00 seconds West a distance of 19.23 feet to the POINT OF BEGINNING and containing 1,711 Square Feet or 0.0393 Acres, more or less.

File No. 2007-0004
Prairiefire
October 8, 2012

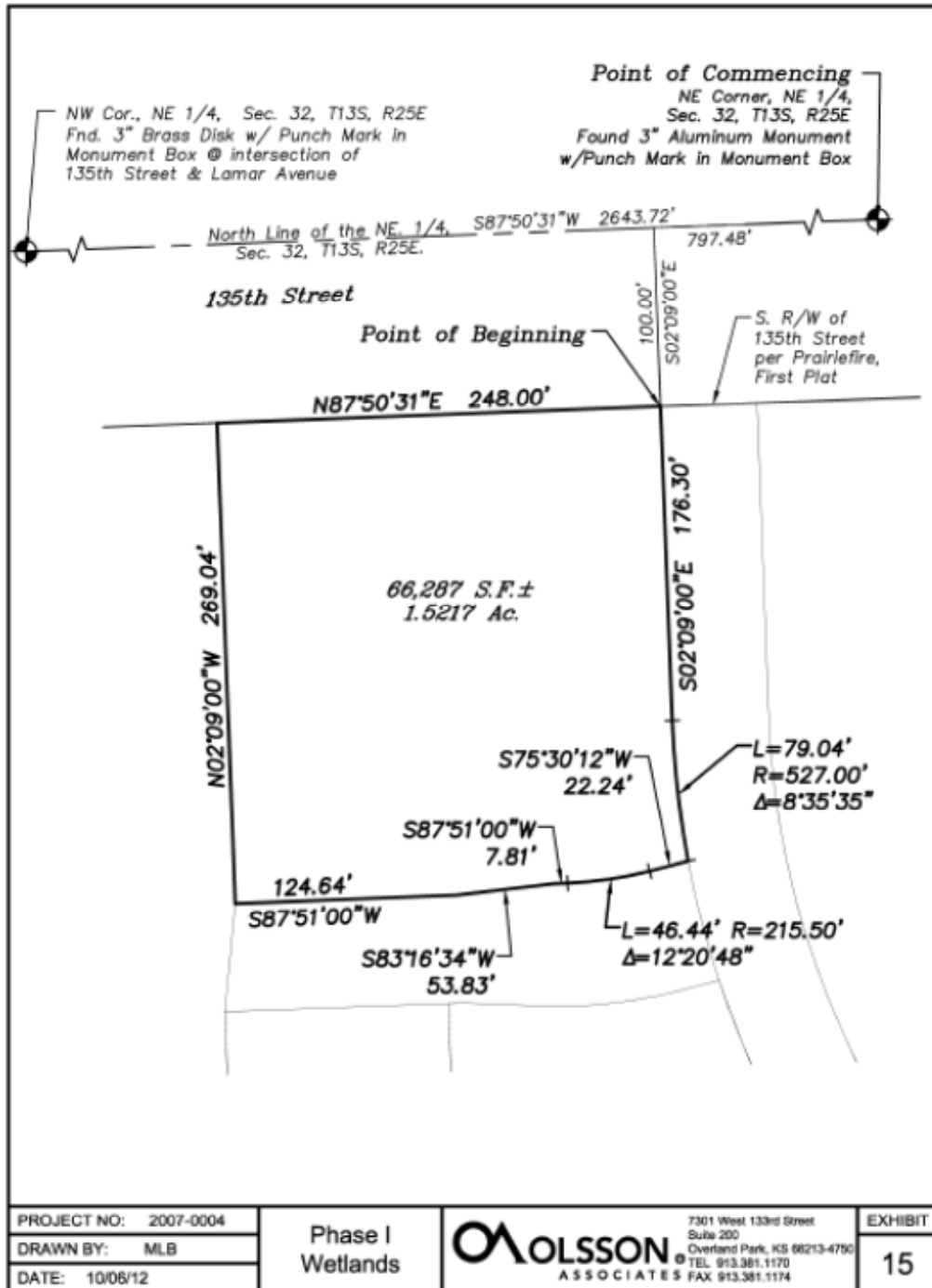
EXH21

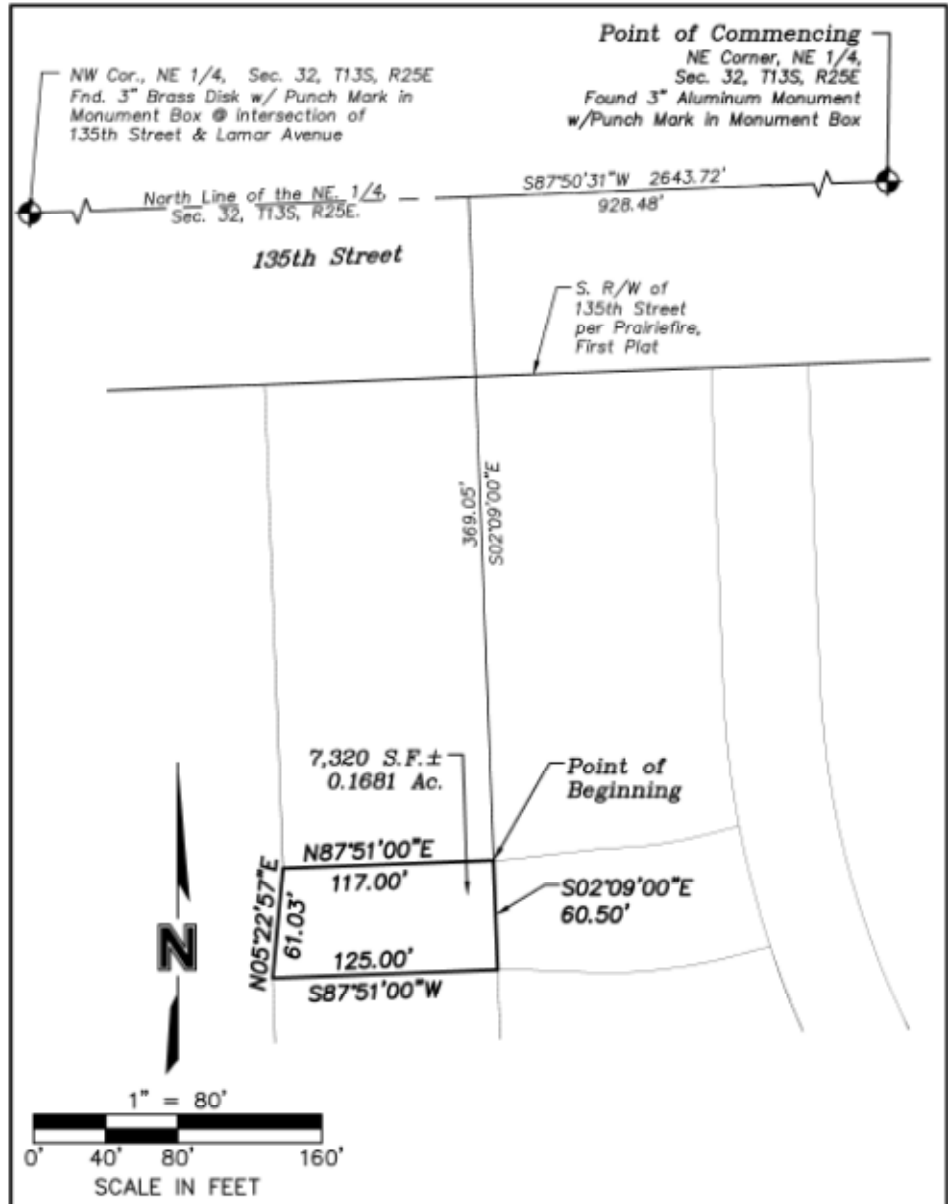
Property Description Phase I Bike/Hike Trail

All that part of the Northeast Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

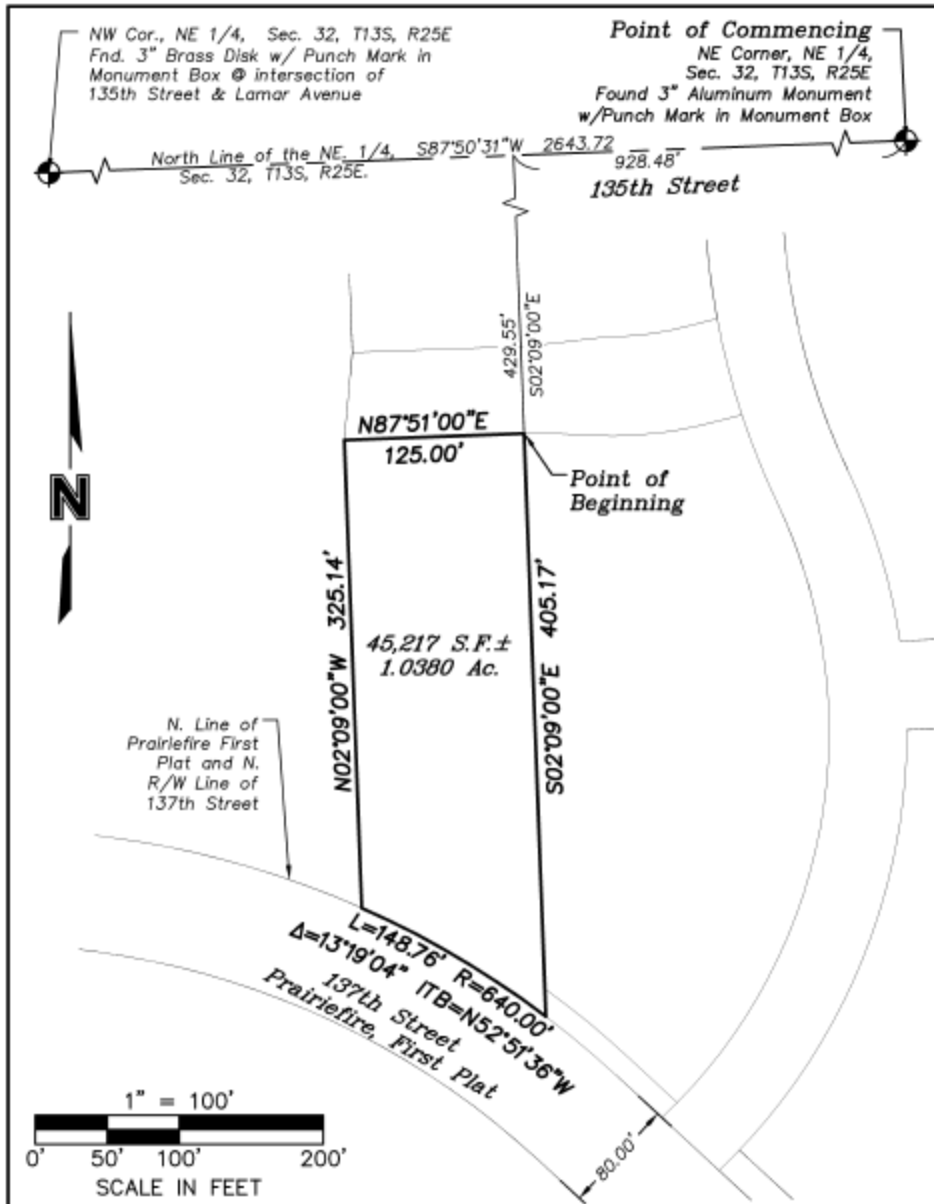
COMMENCING at the Northwest corner of the Northeast Quarter of Section 32, Township 13 South, Range 25 East; thence North 87 degrees 50 minutes 31 seconds East along the North line of the Northeast Quarter of said Section 32 a distance of 47.64 feet to a point; thence South 2 degrees 09 minutes 00 seconds East a distance of 100.00 feet to a point of intersection of the South right of way line of 135th Street and the East right of way line of Lamar Avenue, the POINT OF BEGINNING; thence North 87 degrees 50 minutes 31 seconds East along the South right of way line of 135th Street a distance of 480.86 feet to a point; thence South 2 degrees 09 minutes 00 seconds East a distance of 50.00 feet to a point; thence South 87 degrees 49 minutes 04 seconds West a distance of 461.04 feet to a point; thence South 1 degree 56 minutes 41 seconds East a distance of 84.95 feet to a point; thence South 1 degree 12 minutes 56 seconds East a distance of 101.35 feet to a point; thence in a Southerly direction along a curve to the right whose initial tangent bears South 0 degrees 54 minutes 00 seconds West, having a radius of 2670.00 feet, through a central angle of 5 degrees 02 minutes 48 seconds, an arc distance of 235.18 feet to a point; thence South 5 degrees 56 minutes 48 seconds West a distance of 157.63 feet to a point; thence South 87 degrees 51 minutes 00 seconds West a distance of 30.30 feet to a point on the East right of way line of Lamar Avenue; thence North 5 degrees 56 minutes 48 seconds East along the East right of way line of Lamar Avenue a distance of 161.88 feet to a point; thence in a Northerly direction along the East right of way line of Lamar Avenue and along a curve to the left, having a radius of 2640.00 feet, through a central angle of 5 degrees 04 minutes 22 seconds, an arc distance of 233.74 feet to a point; thence North 5 degrees 27 minutes 38 seconds East along the East right of way line of Lamar Avenue a distance of 37.20 feet to a point; thence North 3 degrees 52 minutes 30 seconds East along the East right of way line of Lamar Avenue a distance of 63.11 feet to a point; thence North 1 degree 56 minutes 41 seconds West along the East right of way line of Lamar Avenue a distance of 134.06 feet to the POINT OF BEGINNING and containing 40,098 Square Feet or 0.9205 Acres, more or less.

EXHIBIT B-2
BOUNDARY MAP - WETLANDS/TRAILS AREA

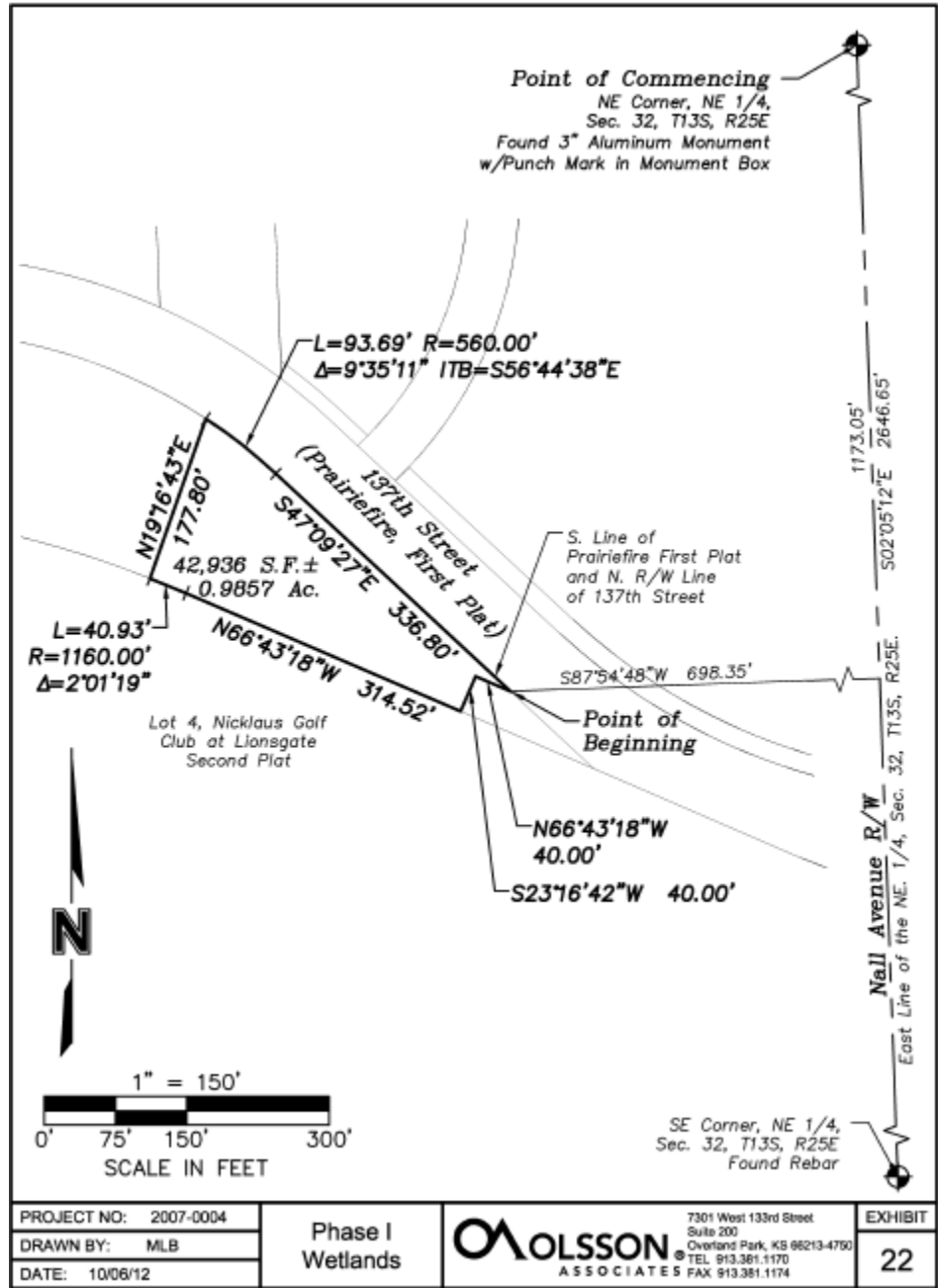


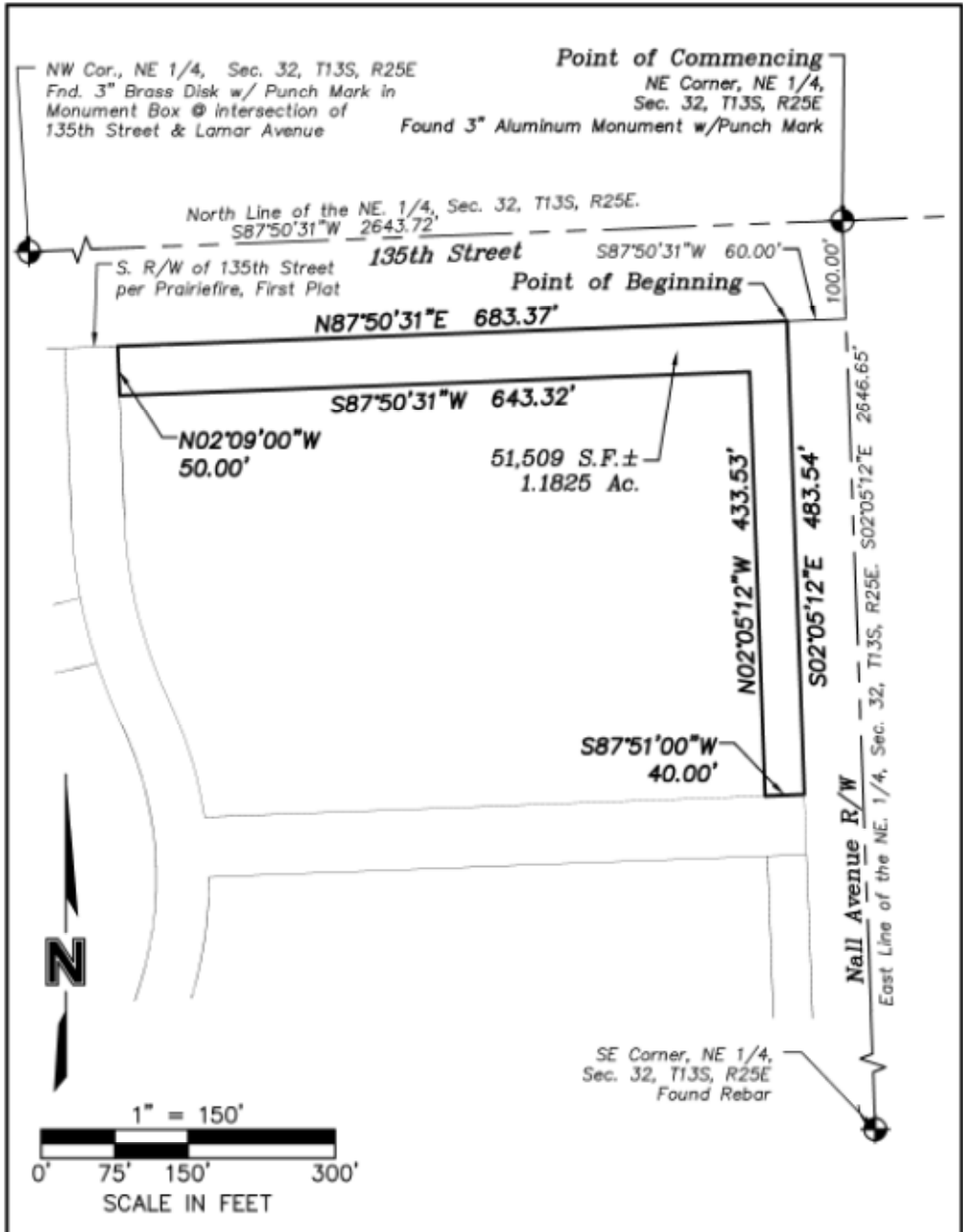


PROJECT NO: 2007-0004	Phase I Wetlands		7301 West 133rd Street Suite 200 Overland Park, KS 66213-4790 TEL: 913.381.1170 FAX: 913.381.1174	EXHIBIT
DRAWN BY: MLB				26
DATE: 10/11/12				

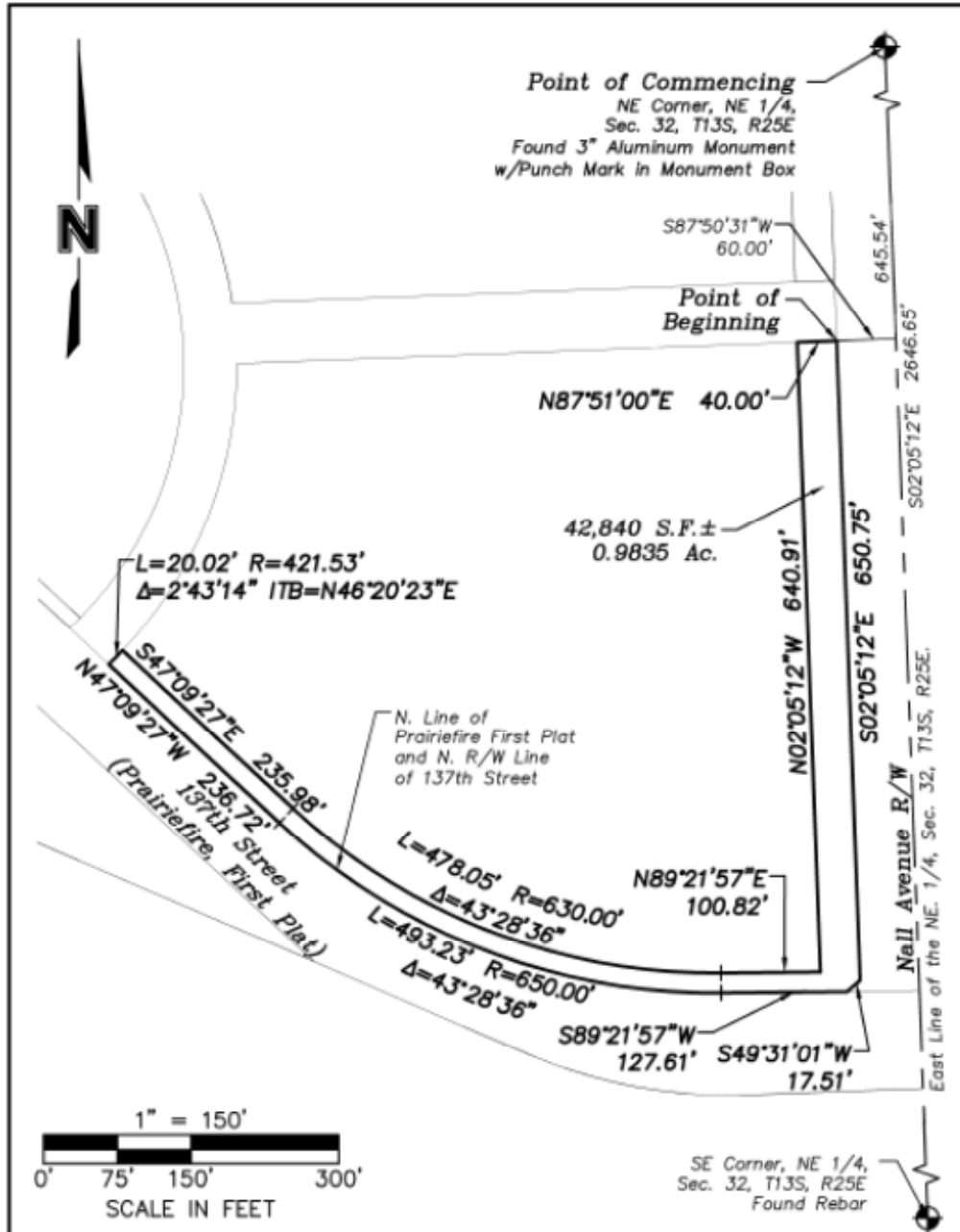


PROJECT NO: 2007-0004	Phase I Wetlands		7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL: 913.381.1170 FAX: 913.381.1174	EXHIBIT
DRAWN BY: MLB			16	
DATE: 10/06/12				

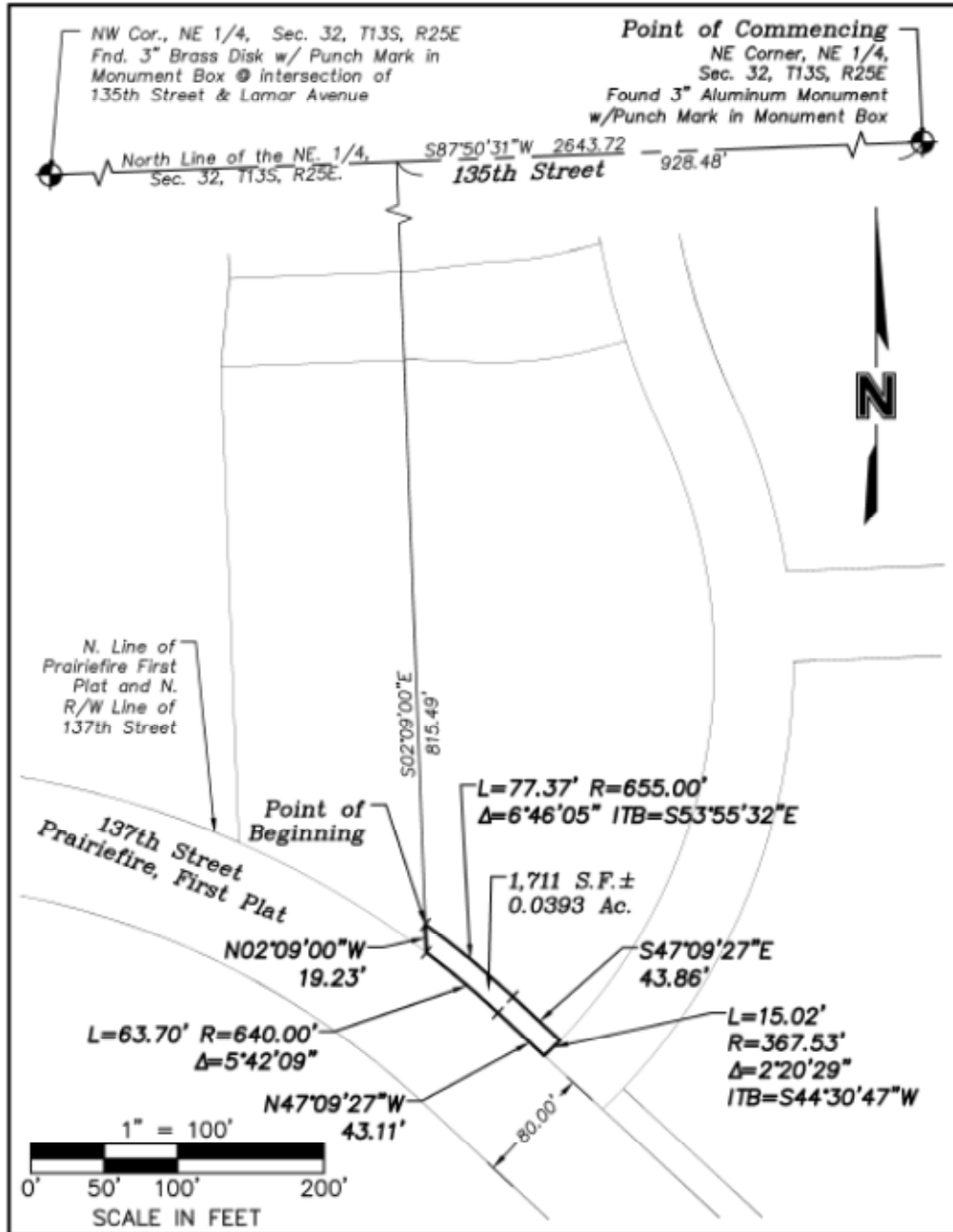




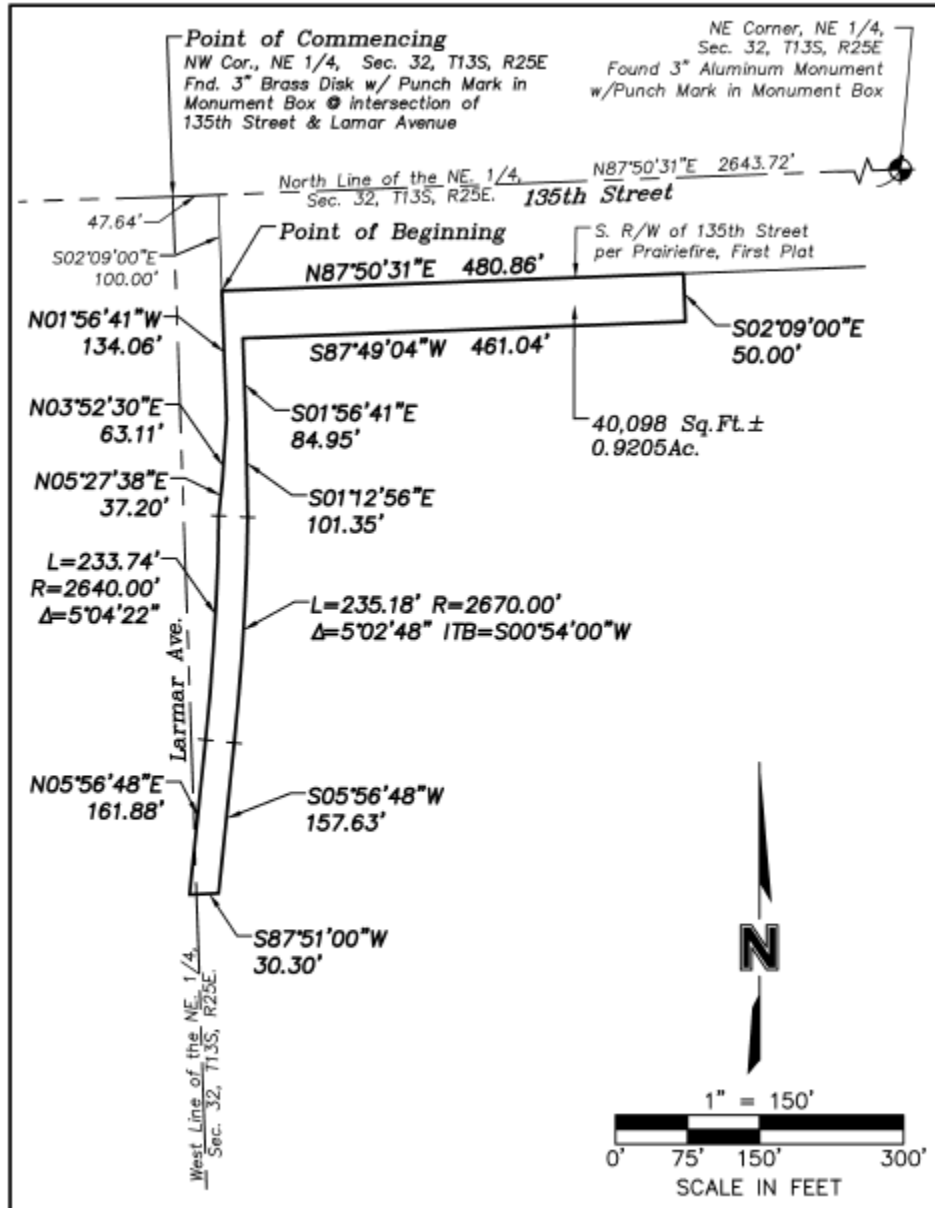
PROJECT NO: 2007-0004	Phase I Bike Hike Trail	7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170 FAX 913.381.1174	EXHIBIT
DRAWN BY: MLB			19
DATE: 10/08/12			



PROJECT NO: 2007-0004	Phase I Bike/Hike Trail		7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170 FAX 913.381.1174	EXHIBIT
DRAWN BY: MLB				20
DATE: 10/06/12				



PROJECT NO: 2007-0004	Phase I Bike/Hike Trail		7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL: 913.381.1170 FAX: 913.381.1174	EXHIBIT
DRAWN BY: MLB			18	
DATE: 10/06/12				



PROJECT NO: 2007-0004	Phase I Bike/Hike Trail		7301 West 133rd Street Suite 200 Overland Park, KS 66213-4700 TEL 913.381.1170 FAX 913.381.1174	EXHIBIT
DRAWN BY: MLB				21
DATE: 10/06/12				