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INSTRUMENT NUMBER:
2013E0023975

1. Title of Document: Conservation Easement
2. Date of Document: March 1st, 2013
3. Grantor: The Yings Development Company, and its successors and assigns
4. Grantor's Address: c/o John Ying
2857 Paradise Road Unit 3103
Las Vegas NV 89109
5. Grantee: Midwest Mitigation Oversight Association, Inc., a Missouri not-for-profit corporation and its successors in interest
6. Statutory Mailing Address: Mr. James Drake
c/o Midwest Mitigation Oversight Association
21301 Shelby Lane
Belton, MO 64012
7. Property Descriptions: See Exhibit "A," page 10 of this Conservation Easement
8. Reference Book and Page: None

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "Conservation Easement") is given this 1st day of March, 2013, by The Yings Development Company, having an address of 2857 Paradise Road Unit 3103 Las Vegas Nevada 89109 ("Grantor") to Midwest Mitigation Oversight Association, Inc., having an address of 21301 Shelby Lane Belton, Missouri 64012 ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of Grantor, and all subsequent owners of the Property (as hereinafter defined), and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple title of certain lands lying, being and situate in Jackson County, Missouri, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, a Natural Resource Assessment report authored by Terra Technologies Inc. has determined the Property represents a fairly natural form of significant terrestrial and/or aquatic habitat with important conservation value;

WHEREAS, the Grantor desires to preserve and protect the Property in compliance with Section 170 of the Internal Revenue Code of 1986;

WHEREAS, Grantor, in compliance with Section 170 of the Internal Revenue Code of 1986, is willing to grant a perpetual conservation easement over the Property; and

NOW THEREFORE, in consideration of the above and mutual covenants, terms conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement for and in favor of Grantee upon the Property, which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of the conservation easement shall be as follows:

1. **Purpose:** The purpose of this Conservation Easement is to retain, conserve, protect and maintain land or water areas on the Property in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland or upland areas that are to be restored, enhanced or created shall be retained and maintained in the restored, enhanced or created condition.

2. **Rights of Grantee:** The following rights are conveyed to Grantee by this Conservation Easement:

a. The right to take action to preserve and protect the environmental value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to proceed at law or in equity to enforce the provisions of this Conservation Easement, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses: Except for restoration, creation, enhancement, maintenance, and monitoring activities, or surface water run-off or management improvements, the following activities are prohibited on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, or the construction or placing of structures below the ground that may adversely impact the habitat value of the Property;

b. Dumping or placing of material in violation of federal and state clean water regulations;

c. Removal or destruction of native trees, shrubs or other vegetation, except in accordance with a maintenance plan approved by Grantee;

d. Planting of nuisance, exotic or non-native plants as listed by the State of Missouri;

e. Use of motorized and non-motorized vehicles, grazing, livestock confinement or other surface use that may adversely affect the natural condition of the Property, except for vehicle use for purposes of maintenance and upkeep, or as otherwise may be allowed by the Grantee;

f. Tilling, plowing, planting of crops, digging, mining or other activities that are detrimental to soil conservation or fish and wildlife habitat preservation, including but not limited to ditching, diking;

g. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

4. Reserved Rights: Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein (including storm water run-off) and that are not inconsistent with the intent and purposes of this Conservation Easement. Consistent with the foregoing, Grantor also reserves, for the benefit of property currently owned

by Grantor which is contiguous to the Property and for which Grantor, or its successors and assigns, may develop in the future (i) perpetual nonexclusive easements over, under and across the Property for the drainage of surface water and storm water run-off within the two areas shown and described on Exhibit A-1, and (ii) a 10' temporary construction easement within the area shown and described on Exhibit A-2 for use by Seller in connection with the future development or additional construction within Seller's contiguous property for a period of one year following the commencement of such construction. An area physically separated from the Property but having access thereto by means of public ways or private easements, rights or licenses is deemed to be contiguous to the Property. If Grantor's contiguous property is hereafter divided by separation of ownership or by lease, all parts shall enjoy the benefit of the easements reserved herein. Notwithstanding anything herein to the contrary, Grantor may sell, give, mortgage, lease or otherwise convey the Property provided that such conveyance is subject to this Conservation Easement and thirty (30) days' written notice of such conveyance is provided to Grantee.

5. **Notice and Approval:** Grantor agrees to notify Grantee prior to undertaking any activity on the Property that could have a material adverse impact on the conservation values of the Property. Such notice shall be in writing and given not less than thirty (30) days prior to the date that Grantor plans to undertake any such activity. Such notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to Grantee to make an informed judgment whether to approve such activity based on its consistency with the purposes of this Conservation Easement.

6. **Taxes:** Grantor shall pay any and all applicable real property taxes and assessments levied on the Property by any competent taxing authority.

7. **Maintenance:** Grantor shall, at Grantor's sole expense, maintain the Property consistent with the purposes of this Conservation Easement.

8. **Hazardous Waste:** Grantor covenants that if any hazardous substances or toxic waste exists solely as a result of the actions of Grantor or has been generated, treated, stored, used, disposed of or deposited in or on the Property by Grantor, or there are or have been any underground storage tanks on the Property as a result of the actions of Grantor, Grantor shall be responsible for any and all necessary costs of remediation.

9. **Public Access:** No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement, and Grantor further covenants not to hold any portion of the Property open to general use by the public except with the written permission of the Grantee.

10. **Liability:** Except for the negligent or other wrongful acts or omissions of Grantee, or its agents, employees, or invitees, Grantor shall continue to retain all liability for any injury or damage to the person or property of third parties that may occur on the Property arising from ownership of the Property. Neither Grantor, nor any person claiming by, through or under Grantor, shall hold Grantee liable for any damage or injury that may occur on the Property,

except for damage or injury caused by the negligent or other wrongful conduct of Grantee, and/or its agents, employees, or invitees.

11. Recording Requirements: Grantor shall record this Conservation Easement in the official records of Jackson County, Missouri, and shall re-record it at any time Grantee may require to preserve their rights. Grantor shall pay all recording costs, fees and taxes necessary at any time to record this Conservation Easement in the public records. Grantor shall thereafter insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests himself/herself/itself of any interest in the Property, and shall provide a photocopy of the recorded Conservation Easement to the new owner(s).

12. Violations and Cure Period: If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened by Grantor, Grantee shall give written notice to Grantor of such violation or threatened violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity by Grantor inconsistent with the purposes of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee. Grantor shall cure the violation within thirty (30) days after receipt of notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, begin to cure such violation within such thirty (30) day period and diligently pursue such cure to completion.

13. Enforcement: The terms and conditions of this Conservation Easement may be enforced in an action at law or equity by Grantee against Grantor or any other party violating or attempting to violate this Conservation Easement. Venue for any such action shall be in Jackson County, Missouri. Enforcement of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its or their rights hereunder in the event of any breach by Grantor shall not be deemed or construed to be a waiver of rights. Any reasonable costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement, including without limitation, the costs of suit, and attorney's fees, shall be borne by and recoverable against the non-prevailing party in such proceedings. In addition, if Grantee shall prevail in an enforcement action, such party shall also be entitled to recover that party's cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

14. Injunctive Relief: Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to pursue injunctive relief, both prohibitive and mandatory, in addition to any other relief to which 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. 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. If Grantee is required to bring an action to enjoin any violation, by temporary or permanent injunction, such relief may be sought without need for a bond. Any mandatory injunction may require the restoration of the Property to the condition that existed prior to any violation.

15. **Assignment of Rights:** Grantee shall hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement, except to another legal entity qualified to hold such interests under applicable state and federal laws, including Rule 170 of the Internal Revenue Code, and committed to holding this Conservation Easement exclusively for the purposes stated herein. Grantee shall notify the property owner in writing of any intention to reassign this Conservation Easement to a new grantee at least sixty (60) days in advance thereof. The assignment instrument must then be recorded and indexed in the same manner as any other instrument affecting title to real property. Failure to comply with the assignment procedure herein stated shall result in invalidity of the assignment. In the event of dissolution of Grantee or any successor, or failure for 60 days or more to execute the obligations of this Conservation Easement, Grantee shall transfer this Conservation Easement to a qualified and willing grantee. Upon failure of Grantee or any successor to so transfer the Conservation Easement, property owner shall have the right to sue to force such an assignment to a grantee to be identified by the Court.

16. **Condemnation:** If all or any part of the 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, Grantee shall be notified immediately upon receipt of such notice by Grantor.

17. **Successors:** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

18. **Notices:** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

19. **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 shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

20. **Alteration or Revocation:** This Conservation Easement may be amended, altered, released, canceled or revoked only by written agreement between the parties hereto or their heirs, assigns or successors in interest, which shall be filed in the public records of Jackson County, Missouri.

21. **Controlling Law:** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Missouri.

22. **Miscellaneous Provisions:** The following miscellaneous provisions shall be controlling:

a. Unless otherwise cancelled or terminated in accordance with the terms and conditions hereof, this Conservation Easement and all rights and obligations created hereunder shall be perpetual.

b. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed to affect the purposes of this Conservation Easement and to promote the conservation values set forth herein. If any provision of this Conservation Easement 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.

c. 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.

d. Grantor's rights and obligations under this Conservation Easement, including, without limitation, any monetary obligation hereunder, shall terminate absolutely upon the transfer of Grantor's interest in this Conservation Easement or the Property in accordance with the terms hereof, except only that liability for acts or omissions occurring prior to such transfer shall survive such transfer.

e. Grantee represents to Grantor that Grantee is a qualified organization under Rule 170 of the Internal Revenue Code.

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 COVENANTS that Grantor is lawfully seised of said Property in fee simple; that subject to all matters of record, 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.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement this 27th day of February, 2013.

Signed in the presence of:

[Signature]
Print Witness Name: Paul M. Licausi

GRANTOR:

The Yings Development Company

By: [Signature]

Name: John Ying

Title: General Partner

STATE OF Kansas,
COUNTY OF Johnson) ss.

On this 27th day of February, 2013, before me appeared John Ying to me personally known, who, being by me duly sworn (or affirmed) did say that he is the General Partner, of The Yings Development Company, and who executed the foregoing instrument in behalf of said partnership, and said John Ying acknowledged to me that he executed the same for the purposes therein stated as the free act and deed of said partnership.

IN WITNESS WHEREOF, the foregoing has been executed the day and year first above written.

[Signature]

Notary Public

My Commission Expires:

Reta Cailteux
Notary Public State of Kansas
My Apt Expires 2/10/2013

IN WITNESS WHEREOF, Grantee accepts this Conservation Easement this 1 day of March, 2013.

Signed in the presence of:

David L. Fliche

Print Witness Name: David L. Fliche

GRANTEE:

Midwest Mitigation Oversight Association Inc.

By: J. Drake

Print: James D. Drake

Title: President

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 1 day of March, 2013, before me appeared James D. Drake to me personally known, who, being by me duly sworn (or affirmed) did say that he is the President of Midwest Mitigation Oversight Association, Inc., and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said James D. Drake acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, the foregoing has been executed the day and year first above written.

Bradley J. Farris
Notary Public

My Commission Expires: 12/12/16

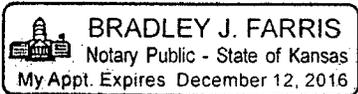


EXHIBIT A

Legal Description

**LOT 1
SOUTHWEST 1/4 OF SECTION 11-47-33,
GRANDVIEW, JACKSON COUNTY, MISSOURI**

All that part of the Southwest 1/4 of Section 11, Township 47, Range 33, in the City of Grandview, Jackson County, Missouri, more particularly described as follows: Commencing at the Northwest corner of the Southwest 1/4 of said Section 11; thence S 03° 15' 45" W, all bearings are based on the Missouri State Plane Coordinate System, West Zone, NAD 83, along the West line of said Southwest 1/4, a distance of 40.00 feet, to a point on the South right of way line of 119th Street (Martha Truman Road), said point being the true point of beginning of the subject tract; thence S 86° 44' 14" E, along said 119th Street right of way, a distance of 490.29 feet; thence S 3° 15' 46" W, a distance of 335.83 feet; thence S 86° 44' 14" E, a distance of 44.69 feet; thence S 3° 15' 46" W, a distance of 204.73 feet; thence S 86° 45' 16" E, a distance of 109.11 feet; thence S 19° 32' 09" E, a distance of 225.44 feet; thence S 19° 30' 47" E, a distance of 227.99 feet; thence S 19° 31' 21" E, a distance of 115.02 feet; thence N 79° 31' 35" W, a distance of 195.10 feet; thence S 19° 31' 55" E, a distance of 277.99 feet; thence N 40° 28' 25" E, a distance of 195.00 feet; thence S 16° 28' 22" E, 194.36 feet; thence S 28° 06' 35" E, a distance of 118.47 feet; thence N 86° 49' 07" W, a distance of 363.67 feet; thence N 03° 17' 11" E, a distance of 146.25 feet; thence N 86° 49' 07" W, a distance of 660.00 feet, to the Southwest corner of the Northwest 1/4 of said Southwest 1/4 of said Section 11; thence N 03° 15' 45" E, along said West line of said Southwest 1/4, a distance of 1280.43 feet, to the true point of beginning of the subject tract.

The above described tract of land contains 880,914 square feet or 20.223 acres more or less.

EXHIBIT A-1
RESERVED EASEMENTS—Drainage
(Described and shown on the immediate following 4 pages)

LEGAL DESCRIPTION:

A strip of land for drainage purposes across a portion of TRACT 1, PEEBLES INDUSTRIAL PARK, a minor subdivision in the Southwest Quarter of Section 11, Township 47, Range JJ, in the City of Grandview, Jackson County, Missouri, more particularly described as follows:

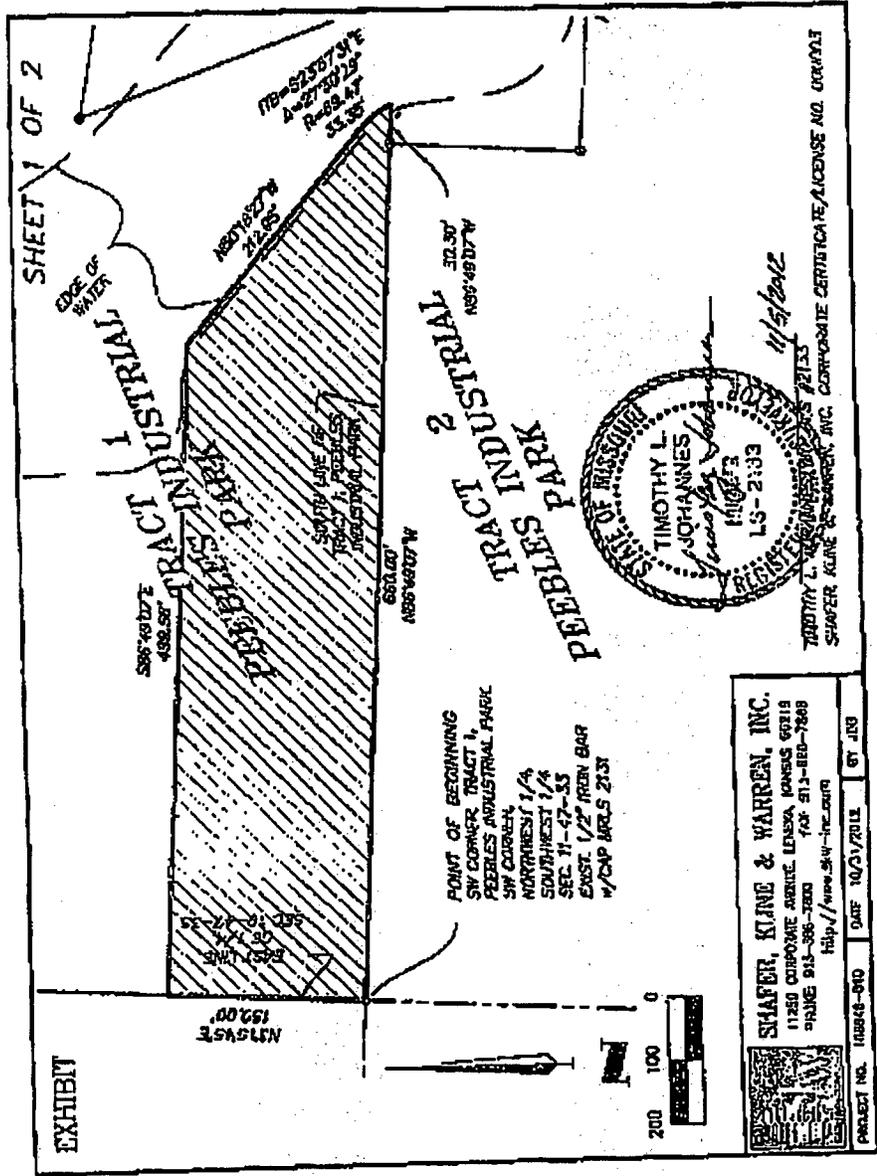
Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 11; thence the following courses and distances along the South line of said Tract 1, all bearings are based on the Missouri State Plane Coordinate System, West Zone, NAD 83, thence South 86 degrees 49 minutes 07 seconds East along said South line, a distance of 860.00 feet; thence South 3 degrees 17 minutes 11 seconds West, 146.25 feet; thence South 86 degrees 49 minutes 07 seconds East, 123.96 feet to the Point of Beginning; thence departing from said South line, North 3 degrees 10 minutes 53 seconds East 12.86 feet to the edge of water; thence South 88 degrees 37 minutes 42 seconds East along the edge of water, a distance of 100.05 feet; thence South 3 degrees 10 minutes 53 seconds West, 16.02 feet to a point on the said South line; thence North 86 degrees 49 minutes 07 seconds West along said South line, a distance of 100.00 feet to the Point of Beginning. Containing 1.444 square feet or 0.033 acres more or less.



12/30/2012

TIMOTHY L. JOHANNES, MO. PLS 24133
SHAFFER, KLINE & WARREN, INC. CORPORATE CERTIFICATE/LICENSE NO. C00003

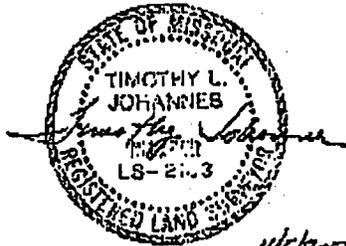
	SHAFFER, KLINE & WARREN, INC.	
	11250 CORPORATE AVENUE, LENEXA, KANSAS 68218 PHONE: 913-898-7800 FAX: 913-898-7868 http://www.skw-inc.com	
PROJECT NO. 10E84E-016	DATE 10/31/2012	BY JDB



LEGAL DESCRIPTION:

A 150.00 foot wide easement for drainage purposes across a portion of TRACT 1, PEEBLES INDUSTRIAL PARK, a minor subdivision in the Southwest Quarter of Section 11, Township 47, Range 33, in the City of Grandview, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 11; thence North 03 degrees 15 minutes 43 seconds West, all bearings are based on the Missouri State Plane Coordinate System, West Zone, NAD 83, along the West line of said Southwest Quarter, a distance of 152.00 feet, thence South 88 degrees 49 minutes 07 seconds East, 499.56 feet to the edge of water, as it now exists; thence South 50 degrees 18 minutes 27 seconds East along the edge of water, a distance of 212.95 feet; thence along a curve to the right, having an initial tangent bearing of South 23 degrees 57 minutes 31 seconds East, a radius of 69.47 feet, a central angle of 27 degrees 30 minutes 29 seconds and an arc length of 33.35 feet; thence North 86 degrees 49 minutes 07 seconds West, 30.30 feet a point on the South line of said Tract 1; thence continuing North 86 degrees 45 minutes 07 seconds West along said South line, a distance of 650.00 feet to the Point of Beginning. Containing 90,041 square feet or 2.057 acres more or less.

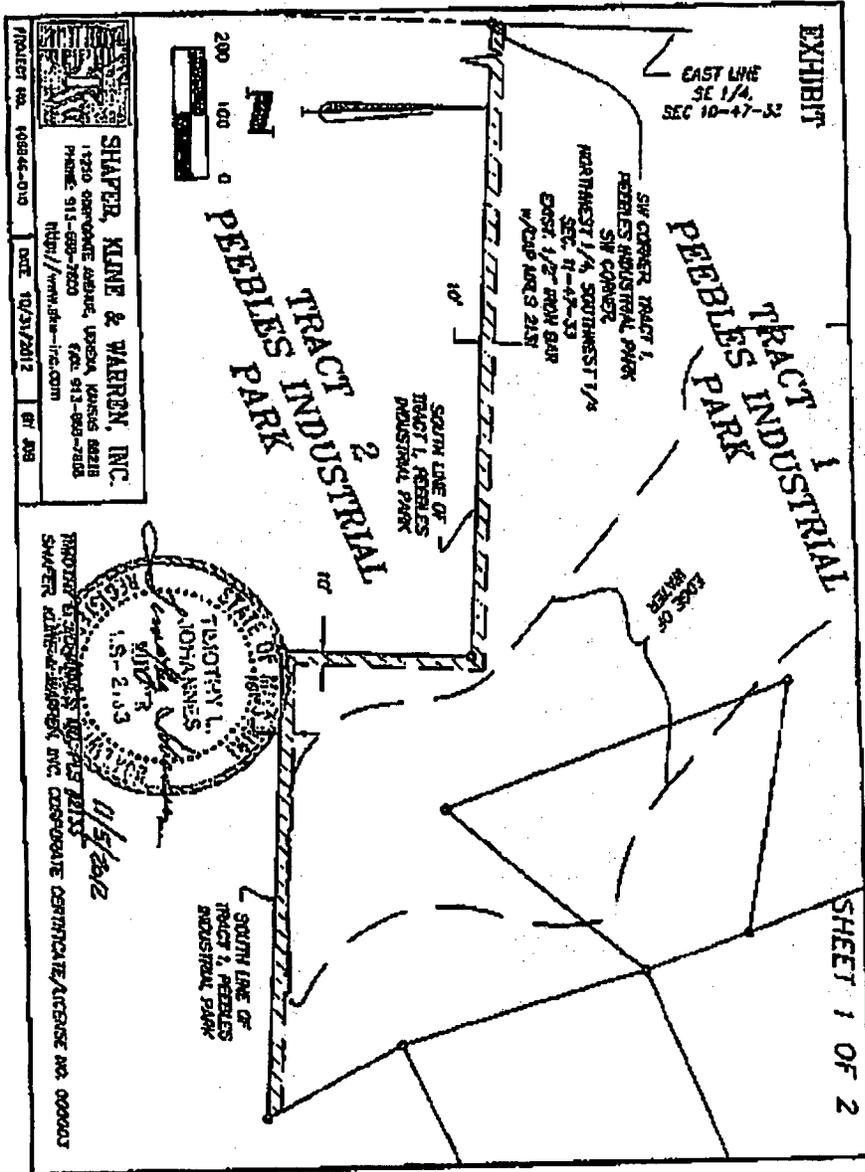


11/5/2012

TIMOTHY L. JOHANNES, NO. PLS 2113
SHAFFER, KLINE & WARREN, INC. CORPORATE CERTIFICATE/LICENSE NO. 006603

	SHAFFER, KLINE & WARREN, INC.	
	11230 CORPORATE AVENUE, LEWISIA, MISSOURI 65219	
	PHONE: 913-883-7800	FAX: 913-888-7538
	http://www.skw-inc.com	
PROJECT NO. 108816-010	DATE 10/31/2012	BY JBB

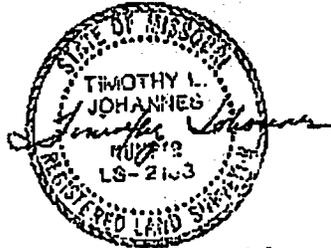
EXHIBIT A-2
RESERVED EASEMENTS—Temporary Construction
(Described and shown on the immediate following 2 pages)



LEGAL DESCRIPTION:

A 10 foot wide construction easement across a portion of TRACT 1, PEEBLES INDUSTRIAL PARK, a minor subdivision in the Southwest Quarter of Section 11, Township 47, Range 33, in the City of Grandview, Jackson County, Missouri, more particularly described as follows:

The South 10 feet of said Tract 1. Containing 11,669 square feet or 0.268, more or less.



11/6/2012

TIMOTHY L. JOHANNES, MO. PLS #2103
SHAFFER, KLINE & WARREN, INC. CORPORATE CERTIFICATE/LICENSE NO. 000003

	SHAFFER, KLINE & WARREN, INC.	
	11250 CORPORATE AVENUE, LENEXA, KANSAS 66219	
	PHONE: 913-868-7800	FAX: 913-868-7898
	http://www.skn-inc.com	
PROJECT NO. 108946-010	DATE 10/31/2012	BY JDB