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Register of Deeds		T20200093059

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Map No. 17 Galleria 115 PIP2020-00007 \$327
Stormwater Treatment Facility Maintenance Agreement
Galleria 115 – Multi-Family North

THIS STORMWATER TREATMENT FACILITY MAINTENANCE AGREEMENT (this “Declaration”) is made and entered into this 25 day of November, 2020, by HB Galleria SPE, LLC, a Delaware limited liability company, and/or permitted successors and assigns (“HBG”), BK-GMF II SPE, LLC, a Kansas limited liability company (“BKG”) and GMF II, LLC, a Kansas limited liability company (“GMF”) (BKG and GMF, collectively, the “TICs”), and Galleria 115 Investors, LLC, a Kansas limited liability company (“Galleria”) (HBG, the TICs, and Galleria, collectively, the “Property Owners”).

RECITALS:

WHEREAS, HBG is the owner of the real property described in **Exhibit A-1** (hereinafter, the “HBG Property”) located in the City of Overland Park, Johnson County, Kansas; and

WHEREAS, the TICs are the owners of the real property described in **Exhibit A-2** (hereinafter, the “TIC Property”) located in the City of Overland Park, Johnson County, Kansas; and

WHEREAS, Galleria is the owner of the real property described in **Exhibit A-3** (hereinafter, the “Galleria Property”) located in the City of Overland Park, Johnson County, Kansas; and

WHEREAS, HBG desires to develop the HBG Property; and

WHEREAS, Chapter 16.210 of the Overland Park Municipal Code requires that stormwater treatment facilities be constructed on-site or adjacent to the site and adequately maintained pursuant to a maintenance agreement; and

WHEREAS, Chapter 16.210 of the Overland Park Municipal Code requires the property owner to place certain restrictions and responsibilities on the use and maintenance of stormwater treatment facilities; and

WHEREAS, the stormwater treatment facilities (the “Stormwater Treatment Facilities” or “Facilities”) are located on the HBG Property, the TIC Property, and the Galleria Property in the

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locations shown on **Exhibit B** (the “Plan”), which is contained within that certain development known as the Galleria development (the “Development”).

WHEREAS, in order to insure the proper and adequate maintenance of the Stormwater Treatment Facilities in compliance with legal requirements, the City of Overland Park, Kansas (the “City”) has deemed it necessary to establish binding covenants, conditions, and restrictions applicable to the Facilities, and

THEREFORE, the Property Owners do hereby establish on the Facilities and the Development the following regulations, stipulations, easements, covenants, conditions and restrictions pursuant to Chapter 16.210 of the Overland Park Municipal Code:

1.0 Business Association Requirements: The Property Owners have duly formed a Business Association (the “Association”) in order to ensure the proper and adequate maintenance of the Stormwater Treatment Facilities in compliance with legal requirements. HBG shall be responsible for such adequate maintenance of the Facilities until such time the Association begins to levy assessments pursuant to the declaration of the Association (the “Association Declaration”). The Property Owners will fulfill the following conditions which are requirements of OPMC Section 16.210.100 related to formation of an Association:

1.1 Prior to consummation of the sale of any lot or unit in the Development, the Property Owners shall cause the Association to be duly formed as a Kansas corporation.

1.2 Prior to the sale of any lot or unit in the Development, the Property Owners shall cause to be recorded with the Johnson County Records and Tax Administration, Johnson County, Kansas, an Association Declaration covering all of the platted lots or units within the subdivision that includes this Declaration by reference.

1.3 The Association Declaration shall require that the Association levy assessments against the lots or units within the Development sufficient to pay for maintenance and future replacement of the Stormwater Treatment Facilities and for any costs incurred by reason of this Declaration. The Association will have an enforceable lien on any lot or unit in the subdivision in the event that any individual property owner fails to pay an assessment. All purchasers of lots will be given a copy of this Declaration containing the maintenance obligations of the Association.

1.4 The Association Declaration shall contain a provision requiring the written consent of the City to the termination of the Association Declaration in its entirety or to any amendment, modification or termination of any provision thereto which would cause the terms of the Association Declaration to violate the terms of this Declaration.

1.5 The Association Declaration shall name the City as a third-party beneficiary of all provisions therein relating to the Stormwater Treatment Facilities as set forth in this Declaration and will give the City the right to enforce

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those restrictions, obligations and other provisions of the same derived from the terms contained herein, including but not limited to the notice and cure provisions contained in Section 5.1.

1.6 Prior to the sale of any lots or units within any future phases of the Development, the Property Owners will cause to be recorded with the Register of Deeds of Johnson County, Kansas, an Association Declaration covering all of the platted lots or units within such phase of the Development and containing the provisions regarding the Stormwater Treatment Facilities set forth herein.

2.0 Disclosure of Maintenance Requirements:

2.1 Minimum maintenance frequency and maintenance measures required for all Stormwater Treatment Facilities are shown on **Exhibit C** (“**Maintenance Requirements**”).

2.2 It is understood by the Property Owners and City that actual maintenance costs and future replacement costs are variable, however for budgetary purposes, the project designer is required to estimate future maintenance and replacement costs so that the Property Owners may better plan future required expenditures. Based on the project designer’s estimates, the following section tabulates anticipated maintenance and replacement costs:

Maintenance:

BIO 6: Typical maintenance cost \$5,300.00 per year

BIO 6A: Typical maintenance cost \$1,200.00 per year

BIO 7: Typical maintenance cost \$3,400.00 per year

BIO 8: Typical maintenance cost \$1,200.00 per year

BIO 9: Typical maintenance cost 2,500.00 per year

Replacement:

BIO 6: Full replacement cost \$175,207.00

BIO 6A: Full replacement cost \$42,040.00

BIO 7: Full replacement cost \$114,822.00

BIO 8: Full replacement cost \$40,640.00

BIO 9: Full replacement cost \$84,529.00

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3.0 **Property Owner Responsibilities**

3.1 HBG shall provide and is responsible for all maintenance of the designated Stormwater Treatment Facilities as shown on the Plan, including, but not limited to, sediment removal and disposal, maintenance of inlet and outlet works, trash and debris removal, vector control, and management of vegetation in accordance with the Plan requirements in order to insure that all Facilities remain in proper working condition in accordance with approved design standards adopted by the Director of Planning and Development Services Department (the "Stormwater Treatment Standards") and all applicable legal requirements. In accordance with Section 16.210.100.G of the Overland Park Municipal Code, HBG shall make records of the installation and of all maintenance and repairs, and shall retain the records for at least five years. These records shall be made available to the City during inspection of the Facilities and at other reasonable times upon request.

3.2 HBG agrees to actively pursue measures to prevent unauthorized activities pursuant to Chapter 16.210 of the Overland Park Municipal Code which interfere with the function of the Stormwater Treatment Facilities.

3.3 In Accordance with Section 16.210.100 of the Overland Park Municipal Code, HBG agrees to submit an inspection report to the City at a minimum interval of one (1) year following initial certification and subsequently every two (2) years thereafter, to ensure the Facilities are being maintained in accordance with Plan and the Stormwater Treatment Standards. The inspection report shall be completed and sealed by a registered professional engineer in the State of Kansas, unless the Director of Planning and Development Services approves other qualified professionals to perform these duties. Such inspection report shall document each item, including, but not limited to, the need for removal of sediment, litter, and other debris, grass cutting, removal of undesirable vegetation, and replacement of vegetation that is part of the Stormwater Treatment Facilities. Any maintenance needs found that are not in compliance with the Plan and the Stormwater Treatment Standards must be addressed in a timely manner and documentation submitted showing that required maintenance has been performed. Maintenance certifications shall be submitted on a form approved by the City and shall include photographs documenting the condition of the Facilities at the time of the inspection.

3.4 The Business Association, once it assumes maintenance responsibilities as set forth in Section 1.0, shall assume the responsibilities set forth in subsections 3.1 – 3.3.

4.0 **Maintenance Access Easement:**

In consideration of the sum of one dollar (\$1.00), receipt and sufficiency of which is hereby acknowledged, the Property Owners convey to the Business Association a perpetual access easement over the access drives as shown on **Exhibit B-2** (the "Access Location") for the purpose of inspecting, maintaining, and repairing the Stormwater Treatment Facilities. This easement shall run with the land and apply to all interests now owned or hereinafter acquired to the Property. Further the City of Overland Park may

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utilize the Access Location for purposes of enforcing maintenance requirements pursuant to the terms of in Section 5.0 of this agreement.

This Access Location is set forth upon the following conditions:

A. It is understood by the Property Owners that the City shall have the right at all times to use the Access Location for the purpose of inspecting, maintaining, and repairing the Stormwater Treatment Facilities pursuant to the terms of Section 5.0 of this Declaration.

B. That the Property Owners shall be fully responsible for providing and maintaining the Access Location and the Stormwater Treatment Facilities and shall not construct fences, walls, landscaping, structures, or other items which would prevent reasonably convenient maintenance and repair access to the Facilities.

C. The rights granted herein shall not be construed to interfere with or restrict the Property Owners and each of their successors and assigns from the use of the Property with respect to the construction and maintenance of property improvements along and over the Property so long as the same are so constructed as not to impair the rights of access to the Stormwater Treatment Facilities provided herein.

5.0 Maintenance Enforcement by City

5.1 If, after reasonable notice to the Property Owners, HBG shall fail to maintain the Stormwater Treatment Facilities as set forth herein and other applicable legal requirements, the City may perform all necessary repair or maintenance work, and the City may assess HBG and the HBG Property, for the cost of the work. If after 180 days the assessment remains unpaid, the City may then also assess the other Property Owners and Development properties until paid in full. For the purposes of this document, "reasonable notice" shall consist of 30 days prior written notice sent to the Property Owners, unless there are exigent circumstances requiring either immediate or shorter response than said 30 days would provide, in which case the notice provided shall be whatever is reasonable under those circumstances. Such notice shall contain a detailed description of the required maintenance or repair of the Facilities. HBG shall be afforded the opportunity to complete such maintenance or repair during such 30-day period. If HBG timely commences and diligently pursues to completion such maintenance or repair but the same cannot be reasonably completed during such 30-day period, HBG shall be afforded an additional reasonable amount of time to complete the same. HBG shall also have all rights to appeal the necessity of any such requirement of maintenance or repair as set forth under the applicable city codes or regulations. The Property Owners do herein grant the City, its agents and contractors, a right of entry on their respective property for the purpose of inspecting, installing, maintaining or repairing the Stormwater Treatment Facilities, and shall execute any documents deemed necessary by the City, if any, relating thereto.

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5.2 The City may record an Affidavit of Nonpayment of Maintenance Charges in the Office of the Johnson County Records and Tax Administration, of Johnson County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property as last known to the City, and (c) the amount of the Maintenance Charge which is unpaid. The Lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the subject property, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

5.3 It is understood by Property Owners that the City of Overland Park is under no past, present, or future obligation to expend public funds or take any other action whatsoever to maintain or improve the Stormwater Treatment Facilities. The City shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. The City shall have the right to include in its claim for relief a reasonable sum to reimburse them for its attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder. Failure by the City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither shall failure by the City to enforce the provisions hereof be deemed a waiver of any provision hereof as to the Property Owners.

6.0 **Indemnification:** The Property Owners shall indemnify and hold the City harmless from any and all damage, loss, claims or liability of any kind whatsoever arising from the installation, maintenance, repair, operation or use of the Stormwater Treatment Facilities including, but not limited to, any loss occasioned by reason of damage or injury to persons or property which may occur. In addition, the Property Owners shall pay all costs and expenses involved in defending all actions arising there from.

7.0 **Other Provisions.**

These covenants and agreements as set forth herein, fully executed, shall be filed with the Johnson County Records and Tax Administration Office, Johnson County, Kansas, and the filing of the same shall constitute constructive notice to all successors, transferees, and assigns of the Property Owners of these covenants and agreements running with the land and notice of all stipulations made thereto. This document may not be amended or modified in any way without the prior written approval of the authorized officials of the City of Overland Park, Kansas, and that approval must be indicated on the face of any subsequently recorded document amending or modifying this document.

Notwithstanding other provisions of this document placing rights, duties, obligations and responsibilities on the Property Owners, as that term is defined herein, those rights, duties, obligations and responsibilities shall only be exercised or enforced in the following manner: when the Facilities are owned by the current owners of each, or by a succeeding developer, or by a succeeding Association, those requirements shall only be exercised or enforced by or against those legal entities. If an approved Association takes ownership of the Facilities, those rights,

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duties, obligations and responsibilities shall succeed to the Association as provided in the legal documents creating the same. In the event of the creation of an Association, it is not the intent of this document to create or impose any rights, duties, obligations or responsibilities directly on subsequent owners of individual lots within the subdivision, unless or until the Association is unwilling or unable to exercise or comply with and enforce the terms of this document and fully meet all the duties, obligations and responsibilities set forth herein, including, without being limited to, payment of any costs imposed by this document by all means specified in the documents creating the Association, including assessment of individual lot owners when necessary. If the Association ceases to exist or becomes in default of its duties, obligations or responsibilities as set forth in this Declaration, the City shall have the option of directly enforcing the duties, obligations or responsibilities against individual lot owners within the subdivision or Development, as appropriate.

The City, at HBG's cost, shall cause this Declaration to be filed with the Johnson County Records and Tax Administration Office, Johnson County, Kansas. Each party hereto shall receive a duly executed copy of this Declaration for its official records.

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Exhibit A-1

Legal Description of HBG Property

Lot 1, Galleria 115, a subdivision in the City of Overland Park, Johnson County, Kansas.

The above described tract of land contains 5.736 acres more or less.

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Exhibit A-2

Legal Description of TIC Property

PART OF LOT 1, SPRINT WORLD HEADQUARTERS SECOND PLAT AND PART OF
THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 13, RANGE 25
CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS

Part of Lot 1, SPRINT WORLD HEADQUARTERS SECOND PLAT, a subdivision of land, and part of the Northeast Quarter of Section 17, Township 13, Range 25, all in the City of Overland Park, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence N 01°41'29" W, along the East line of said Northeast Quarter, a distance of 149.35 feet; thence S 88°18'31" W, departing said East line, a distance of 92.61 feet, to a point on the Northerly Right-of-Way line of 115th Street, as now established; thence S 87°54'17" W, along said Northerly Right-of-Way line, a distance of 358.34 feet, to a point of curvature; thence Northwesterly, continuing along said Northerly Right-of-Way line, and along a curve to the right, having a radius of 745.00 feet, and a central angle of 12°56'27", a distance of 168.26 feet, to the Point of Beginning; thence continuing Northwesterly along said Northerly Right-of-Way line, and continuing along said curve to the right, having a radius of 745.00 feet, a central angle of 28°51'33", and whose initial tangent bearing is N79°09'16" W, a distance of 375.25 feet; thence N 50°17'43" W, continuing along said Northerly Right-of-Way line, a distance of 171.70 feet, to a point of curvature; thence Northwesterly continuing along said Northerly Right-of-Way line, and along a curve to the left, having a radius of 1440.00 feet, and a central angle of 17°44'22", a distance of 445.84 feet, to a point on the Easterly Right-of-Way line of Outlook Street, as now established; thence N 20°46'17" E, departing said Northerly Right-of-Way line, along said Easterly Right-of-Way line, a distance of 125.68 feet, to a point of curvature; thence Northeasterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, having a radius of 1470.00 feet, and a central angle of 8°46'14", a distance of 225.02 feet; thence N 29°32'31" E, continuing along said Easterly Right-of-Way line, a distance of 104.88 feet; thence S 53° 21' 47" E, a distance of 104.07 feet; thence S 60° 49' 26" E, a distance of 62.26 feet; thence N 81° 09' 12" E, a distance of 54.20 feet; thence S 60° 29' 12" E, a distance of 102.19 feet; thence N 29° 30' 48" E, a distance of 80.88 feet; thence N 81° 09' 12" E, a distance of 185.05 feet; thence S 0° 54' 50" E, a distance of 70.15 feet; thence S 88° 20' 18" W, a distance of 92.70 feet; thence S 01°41'29" E, a distance of 112.41 feet; thence S 03°41'48" W, a distance of 216.04 feet; thence S 01°53'34" E, a distance of 141.12 feet; thence S 29°33'05" E, a distance of 108.41 feet; thence N 87°44'54" E, a distance of 100.13 feet; thence S 01°41'29" E, a distance of 161.76 feet; thence N 88°31'35" E, a distance of 91.39 feet; thence S 01°28'25" E, a distance of 80.94 feet, to the Point of Beginning

The above described tract of land contains 331,160 square feet, more or less.

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Exhibit A-3

Legal Description of Galleria Property

ALL OF LOT 1, SPRINT WORLD HEADQUARTERS SECOND PLAT, A SUBDIVISION OF LAND, PART OF VACATED 112TH STREET, AND PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 13, RANGE 25, ALL IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH $01^{\circ}41'29''$ WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 172.25 FEET; THENCE SOUTH $88^{\circ}18'31''$ WEST, A DISTANCE OF 70.00 FEET, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NALL AVENUE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF 115TH STREET, AS SAID AVENUE AND STREET ARE NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH $42^{\circ}57'18''$ WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID 115TH STREET, A DISTANCE OF 32.18 FEET; THENCE SOUTH $87^{\circ}54'17''$ WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 358.34 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHWESTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 745.00 FEET, AND A CENTRAL ANGLE OF $41^{\circ}48'00''$, A DISTANCE OF 543.51 FEET, TO A POINT OF TANGENCY; THENCE NORTH $50^{\circ}17'43''$ WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 171.70 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1,440.00 FEET, AND A CENTRAL ANGLE OF $17^{\circ}44'22''$, A DISTANCE OF 445.84 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF OUTLOOK, AS NOW ESTABLISHED; THENCE NORTH $20^{\circ}46'17''$ EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID OUTLOOK, A DISTANCE OF 125.68 FEET, TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHEASTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,470.00 FEET, AND A CENTRAL ANGLE OF $08^{\circ}46'14''$, A DISTANCE OF 225.02 FEET, TO A POINT OF TANGENCY; THENCE NORTH $29^{\circ}32'31''$ EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 757.86 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 112TH STREET, AS NOW ESTABLISHED; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 112TH STREET, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 445.00 FEET, AND A CENTRAL ANGLE OF $62^{\circ}12'31''$, AND WHOSE INITIAL TANGENT BEARING IS SOUTH $60^{\circ}27'29''$ EAST, A DISTANCE OF 483.16 FEET, TO A POINT OF TANGENCY; THENCE NORTH $57^{\circ}20'00''$ EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 97.48 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND EASTERLY, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND

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ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 405.00 FEET, AND A CENTRAL ANGLE OF 29°32'00", A DISTANCE OF 208.76 FEET, TO A POINT OF TANGENCY; THENCE NORTH 86°52'00" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 71.77 FEET; THENCE SOUTH 59°05'16" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 31.09 FEET, TO THE WEST RIGHT-OF-WAY LINE OF SAID NALL AVENUE; THENCE SOUTH 01°41'29" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID NALL AVENUE, A DISTANCE OF 1,569.55 FEET, TO THE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS OF WAY.

EXCEPT:

Lot 1, Galleria 115, a subdivision in the City of Overland Park, Johnson County, Kansas.

The above described tract of land contains 5.736 acres more or less.

AND ALSO EXCEPT:

PART OF LOT 1, SPRINT WORLD HEADQUARTERS SECOND PLAT AND PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 13, RANGE 25 CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS

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central angle of $8^{\circ}46'14''$, a distance of 225.02 feet; thence $N 29^{\circ}32'31'' E$, continuing along said Easterly Right-of-Way line, a distance of 104.88 feet; thence $S 53^{\circ} 21' 47'' E$, a distance of 104.07 feet; thence $S 60^{\circ} 49' 26'' E$, a distance of 62.26 feet; thence $N 81^{\circ} 09' 12'' E$, a distance of 54.20 feet; thence $S 60^{\circ} 29' 12'' E$, a distance of 102.19 feet; thence $N 29^{\circ} 30' 48'' E$, a distance of 80.88 feet; thence $N 81^{\circ} 09' 12'' E$, a distance of 185.05 feet; thence $S 0^{\circ} 54' 50'' E$, a distance of 70.15 feet; thence $S 88^{\circ} 20' 18'' W$, a distance of 92.70 feet; thence $S 01^{\circ}41'29'' E$, a distance of 112.41 feet; thence $S 03^{\circ}41'48'' W$, a distance of 216.04 feet; thence $S 01^{\circ}53'34'' E$, a distance of 141.12 feet; thence $S 29^{\circ}33'05'' E$, a distance of 108.41 feet; thence $N 87^{\circ}44'54'' E$, a distance of 100.13 feet; thence $S 01^{\circ}41'29'' E$, a distance of 161.76 feet; thence $N 88^{\circ}31'35'' E$, a distance of 91.39 feet; thence $S 01^{\circ}28'25'' E$, a distance of 80.94 feet, to the Point of Beginning

The above described tract of land contains 331,160 square feet, more or less.

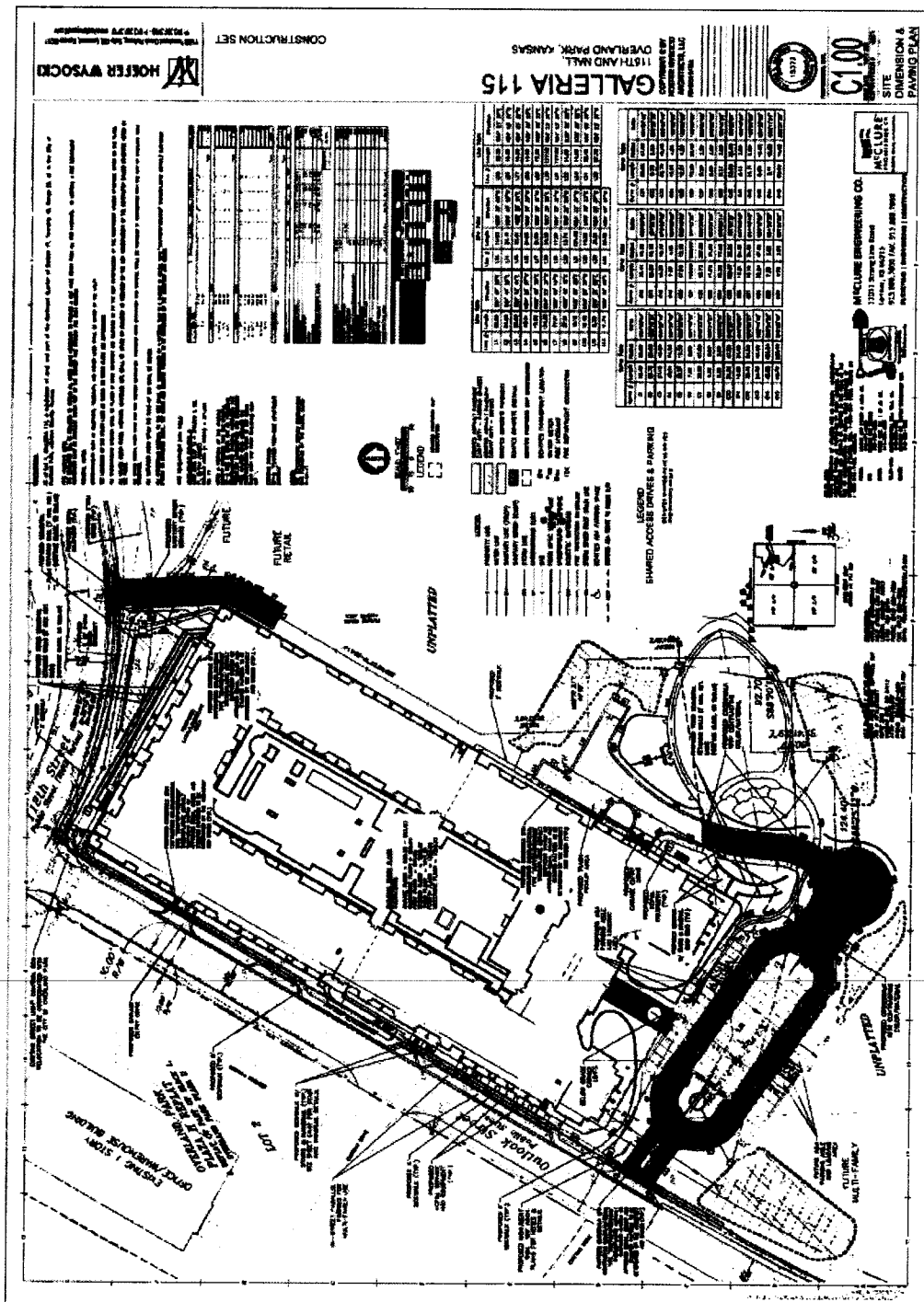
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Exhibit B-2

Access Location



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Exhibit C

Storm Inlet Maintenance Plan

Establishment & Maintenance:

Bio-Retention:

1. Fertilizer is discouraged. If the use of fertilizer is necessary, fertilizer must be formulated for use on native plants and in aquatic situations.
2. Avoid hand pulling weeds, as it will damage the young grasses and may expose new weeds.
3. Remove trash and debris, as necessary.
4. During times of extended drought (no rain within 3 weeks or if plants are in distress) the plants will need to be watered.
5. Do not apply Round Up in these areas.
6. Chemical means of weed control should be used as a last resort. In the event it is required, the use of Habitat BASF would be acceptable. (March-November)
7. Clean weir wall after each rain exceeding 2-inches.
8. Replace dead plantings
9. Inspect/clean inlets and inflow points (blockage, bypass, erosion or damaged)
10. Any use of mulch should be replaced yearly.
11. Remove previous year perennial growth beginning of each spring.

DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE OR IN THE MARGINS.

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