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20071016-0004757 10/16/2007
P: 1 of 16 F: \$68.00 02:41:15 PM
Register of Deeds T20070043682
JO CO KS BK:200710 PG:004757

Title of Document: Declaration of Use Restriction

Date of Document: October 12, 2007

Grantor: 135 Metcalf, L.L.C. and State Line, LLC

Grantee: Commerce Bank, N.A.

Grantee's Mailing Address: 8000 Forsyth Blvd, Suite 1300
St. Louis, MO 63105

Legal Description: See Attached Exhibit A-1, Pages 1 and 2
Exhibit A-2, Pages 1-4
Exhibit C

Reference Document No:

232035
Please return to:
Robert L. Patterson
First American Title Insurance Company
911 Main St., Suite 2500
Kansas City, MO 64105

DECLARATION OF USE RESTRICTION

THIS DECLARATION OF USE RESTRICTION (the "**Declaration**") is made as of the 12 day of October, 2007, by 135 Metcalf, L.L.C., an Iowa limited liability company ("**135 Metcalf**") and State Line, LLC, an Iowa limited liability company ("**State Line**") (135 Metcalf and State Line sometimes collectively referred to as "**Developer**") and Commerce Bank, N.A., a national banking association ("**Commerce Bank**").

WITNESSETH:

WHEREAS, 135 Metcalf owns an undivided 62.5% interest as tenant in common, and State Line owns an undivided 37.5% interest as tenant in common, in that certain real property located in the City of Overland Park, Johnson County, Kansas, legally described on **Exhibit A-1** attached hereto, and 135 Metcalf is the sole owner of that certain real property located in the City of Overland Park, Johnson County, Kansas legally described on **Exhibit A-2** (and collectively with the property legally described on Exhibit A-1, the "**Developer Property**") all of which property owned by Developer is depicted on the site plan (the "**Site Plan**") attached hereto as **Exhibit B**;

WHEREAS, immediately prior to the execution of this Declaration, 135 Metcalf conveyed to Commerce Bank that certain real property in the City of Overland Park, Johnson County, Kansas, legally described on **Exhibit C** attached hereto (the "**Commerce Bank Property**");

WHEREAS, in connection with and as a condition to the purchase by Commerce Bank of the Commerce Bank Property from 135 Metcalf, Developer has agreed to impose certain restrictions, as set forth herein, on the Developer Property, or portions thereof, for the benefit of the Commerce Bank Property; and

WHEREAS, as a further condition to the sale of the Commerce Bank Property to Commerce Bank by 135 Metcalf, Commerce Bank covenants and agrees to cooperate in the creation of a Transportation Development District ("District"), on the Commerce Bank Property, or portions thereof, and the Developer Property, or portions thereof, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the sufficiency of which is hereby acknowledged, Developer and Commerce Bank do hereby agree as follows:

1. **Developer Property Use Restriction.** Developer hereby covenants and agrees that so long as Commerce Bank is open for business and operating as a retail banking institution on the Commerce Bank Property, Commerce Bank shall have the exclusive right on the Developer

Property to operate a bank, savings and loan, credit union or other financial institution, including the exclusive right to operate a drive-up automated teller machine, on the Developer Property; provided, however, the foregoing exclusive use shall not apply to Lots 3, 10 or 16, Corbin Park, Second Plat. In addition, the foregoing exclusive use right shall not preclude any business on the Developer Property from operating automated teller machines in the interior of such business premises.

2. Transportation Development District.

2.1. Commerce Bank acknowledges, agrees and covenants that the Commerce Bank Property will be located within a Transportation Development District (the "TDD") that may be formed by Developer and which will be able to fund, through imposition of a TDD sales tax on all retail sales made within the TDD and collected by all retailers doing business or making sales within the TDD, as provided by Kansas statute, public on-site and off-site improvements to be constructed by Developer and associated with the Developer Property and the Commerce Bank Property. Developer acknowledges and agrees that the inclusion of the Commerce Bank Property within the TDD shall not cause Commerce Bank to incur any cost, expense or assessment, other than those costs associated with collection and remittance of the applicable sales tax to the TDD according to the terms thereof.

2.2. In the event of the sale, lease or other voluntary or involuntary disposition of any or all of the real property of Commerce Bank, the Commerce Bank Property shall continue to be located within the TDD and shall be subject to all TDD taxes and reporting requirements associated therewith, and such obligations shall inure to and be binding upon the successors and assigns of Commerce Bank.

3. **Release From Liability.** Any person or entity acquiring fee or leasehold title to the Developer Property, or any portion thereof, shall be bound by this Declaration. In addition, except to the extent expressly stated in this Declaration to the contrary, such person or entity and Developer shall be bound by this Declaration only during the period such person or entity or Developer is the fee or leasehold owner, except as to obligations, liabilities, or responsibilities that accrue during said period of ownership. Although persons may be released under this paragraph, the easement and restriction in this Declaration shall continue to be benefits to the Commerce Bank Property and servitudes upon the Developer Property.

4. **Binding on Successors and Assigns; Amendment; Expiration.** The covenants and restrictions contained herein are intended to touch and concern the land and shall run with the land, and be binding upon, and inure to the benefit of, the current and future owners of any portion of the Developer Property and the Commerce Bank Property, respectively, their successors and assigns, and shall not be amended or modified unless by an instrument in writing executed by all of the owners and encumbrancers, at the time of the amendment or modification, of the Commerce Bank Property and that portion of the Developer Property affected by said amendment or modification. Notwithstanding the foregoing, the restriction created on the Developer Property pursuant to Section 1 above shall expire and be of no further force or effect in the event that the Commerce Bank Property ceases to be operated as a retail banking institution for a period of twelve (12) consecutive months, exclusive of initial construction and subsequent periods not to exceed twelve (12) consecutive months during which the facility is closed due to fire or other casualty or for renovation, reconstruction, maintenance or repairs.

5. **Notices.** All notices, approvals, consents, or requests given or made pursuant to this Declaration shall be in writing and either (i) sent by a nationally recognized overnight courier,

(ii) personally delivered, or (iii) sent by registered or certified mail with the postage prepaid. Notices personally delivered shall be deemed delivered on the date of delivery. Notices via overnight courier shall be deemed delivered on the date following deposit with such courier and certified or registered mail shall be deemed delivered three (3) business days after deposit with the U.S. Mail, as applicable.

Notices to Developer: 135 Metcalf, L.L.C.
State Line, LLC
16820 Frances Street, Suite 102
Omaha, Nebraska 68130
Facsimile: (402) 691-6001

With a copy to: Max J. Burbach
Koley Jessen P.C., L.L.O.
1125 South 103 Street, Suite 800
Omaha, Nebraska 68124
Facsimile: (402) 390-9005

Notices to Commerce Bank Commerce Bank, N.A.
8000 Forsyth Boulevard, Suite 1300
St. Louis, MO 63105-1797
Attn: Corporate Real Estate Manager

Such addresses may be changed from time to time by either party hereto by serving notice as herein provided. Notwithstanding anything to the contrary herein, any party may give another party notice of the exercise of any option herein granted or for the need for emergency repairs via facsimile with confirmation of receipt and deposit of the original notice in the U.S. Mail. If, at the time of the sending of any notice required or permitted to be given hereunder, the interests of any party hereto in its respective property shall be encumbered by a first mortgage and the other party hereto has been notified in writing thereof and of the name and address of the mortgagee a copy of said notice shall also be sent to such mortgagee by registered or certified mail at the address so given.

6. Miscellaneous

6.1. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

6.2. **Modification.** This Declaration may not be amended, restated, modified or supplemented in any respect except in a writing executed by Developer and Commerce Bank.

6.3. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Kansas.

6.4. **Severability.** If any provision of this Declaration or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Declaration, or the application of such provision to other persons or circumstances, shall not be affected thereby, and each provision of these

covenants and restrictions shall be valid and enforceable to the fullest extent permitted by law.

6.5. **Non-Waiver.** No delay or omission of the owner of any property subject to this Declaration in the exercise of any right accruing upon any default of an owner of any other property subject to this Declaration shall impair such right or be construed to be a waiver thereof with respect to the defaulting owner, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of this Declaration shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration.

[Signature pages to follow]

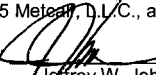


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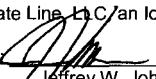
IN WITNESS WHEREOF, the undersigned has executed this Declaration effective as of the day and year first written above.

DEVELOPER:

135 Metcalf, L.L.C., an Iowa limited liability company

By: 
Jeffrey W. Johnson, Manager

State Line, LLC/an Iowa limited liability company

By: 
Jeffrey W. Johnson, Manager

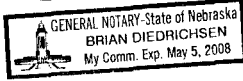
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Now on this 9th day of October, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeffrey W. Johnson, Manager of 135 Metcalf, L.L.C., an Iowa limited liability company, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said company, and who duly acknowledged the execution of the same to be the act and deed of said company.

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


Notary Public

My Commission Expires: _____



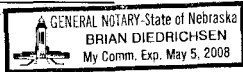
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Now on this 9th day of October, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeffrey W. Johnson, Manager of State Line, LLC, an Iowa limited liability company, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said company, and who duly acknowledged the execution of the same to be the act and deed of said company.

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


Notary Public

My Commission Expires: _____



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Signature Page


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COMMERCE BANK N.A.:

Commerce Bank, N.A., a national banking association

By: Jay Keardon
Name: Jay Keardon
Title: Vice Chairman

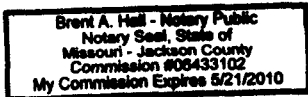
STATE OF MISSOURI)
COUNTY OF Jackson) ss.

On this 12th day of October, 2007, before me personally appeared Jay Keardon, to me personally known, who being by me duly sworn did say that he is the Vice Chairman of Commerce Bank, N.A., a national banking association, and that the seal affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and said Jay Keardon acknowledged said instrument to be the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Brent A. Hall
Notary Public Brent A. Hall

My Commission Expires: 5-21-2010



CONSENT AND SUBORDINATION BY DEVELOPER'S LENDER

THE UNDERSIGNED, Union Bank & Trust Company, a Nebraska state banking corporation ("Lender"), is the owner and holder of that certain Combination Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Financing Statement Mortgage dated April 22, 2004, recorded April 26, 2004 in Volume 200404 at Page 012363 in the Official Records of Johnson County, Kansas, as modified and amended, and that certain Combination Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Financing Statement dated May 31, 2005 and recorded June 7, 2005 in Volume 200506, Page 003306 in the Official Records of Johnson County, Kansas, as modified and amended (collectively, the "Mortgages") encumbering the Developer Property. Lender hereby consents to the within and foregoing Declaration of Use Restriction and hereby subordinates the lien of the Mortgages thereto, and agrees that in the event of a foreclosure of the Mortgages or a transfer of all or any part of the Developer Property pursuant to a power of sale under the Mortgages or any deed in lieu of foreclosure, the purchaser at any such foreclosure or sale or the transferee under any such deed in lieu of foreclosure will take title to the property so conveyed subject to the terms and provisions of said Declaration of Use Restriction.

IN WITNESS WHEREOF, Lender has executed this instrument as of the 10 day of October, 2007.

UNION BANK & TRUST COMPANY

By: *Karen J. Cenovic*

Name: KAREN J. CENOVIC

Title: Senior Vice President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 10 day of October, 2007, by Karen J. Cenovic, Vice President of UNION BANK & TRUST COMPANY, for and on behalf of UNION BANK & TRUST COMPANY.



Patricia Purchase
Notary Public

My Commission Expires: Aug. 14, 2011

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY OWNED 62.5% BY 135 METCALF, L.L.C.
AND 37.5% BY STATE LINE, LLC AS TENANTS IN COMMON

All that part of the Northwest 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 Northwest Quarter of Section 32, Township 13 South, Range 25 East; thence South 1 degree 54 minutes 06 seconds East along the West line of the Northwest Quarter of said Section 32 a distance of 1100.52 feet to a point; thence North 88 degrees 05 minutes 54 seconds East a distance of 301.71 feet to the POINT OF BEGINNING; thence North 1 degree 54 minutes 22 seconds West a distance of 170.31 feet to a point; thence in a Northwesterly direction along a curve to the left, having a radius of 500.00 feet, through a central angle of 7 degrees 23 minutes 54 seconds, an arc distance of 64.56 feet to a point; thence North 9 degrees 18 minutes 16 seconds West a distance of 279.78 feet to a point; thence in a Northeasterly direction along a curve to the right, having a radius of 265.00 feet, through a central angle of 104 degrees 47 minutes 43 seconds, an arc distance of 484.69 feet to a point; thence South 84 degrees 30 minutes 33 seconds East a distance of 234.67 feet to a point; thence in a Southeasterly direction along a curve to the left, having a radius of 1200.00 feet, through a central angle of 7 degrees 23 minutes 50 seconds, an arc distance of 154.93 feet to a point; thence North 88 degrees 05 minutes 37 seconds East a distance of 758.18 feet to a point; thence in a Northeasterly direction along a curve to the left, having a radius of 250.00 feet, through a central angle of 12 degrees 26 minutes 40 seconds, an arc distance of 54.30 feet to a point; thence North 75 degrees 38 minutes 57 seconds East a distance of 117.17 feet to a point; thence in a Northeasterly direction along a curve to the right, having a radius of 1000.00 feet, through a central angle of 10 degrees 56 minutes 23 seconds, an arc distance of 190.93 feet to a point; thence North 86 degrees 35 minutes 20 seconds East a distance of 51.97 feet to a point; thence in a Southeasterly direction along a curve to the right, having a radius of 150.12 feet, through a central angle of 91 degrees 30 minutes 18 seconds, an arc distance of 239.75 feet to a point; thence South 1 degree 54 minutes 22 seconds East a distance of 196.72 feet to a point; thence in a Southeasterly direction along a curve to the left, having a radius of 400.00 feet, through a central angle of 13 degrees 44 minutes 53 seconds, an arc distance of 95.98 feet to a point; thence South 15 degrees 39 minutes 14 seconds East a distance of 6.97 feet to a point; thence in a Southwesterly direction along a curve to the right, having a radius of 75.00 feet, through a central angle of 77 degrees 27 minutes 20 seconds, an arc distance of 101.39 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 399.00 feet, through a central angle of 8 degrees 17 minutes 39 seconds, an arc distance of 57.76 feet to a point; thence South 53 degrees 30 minutes 26 seconds West a distance of 66.06 feet to a point; thence South 36 degrees 29 minutes 34 seconds East a distance of 188.64 feet to a point; thence in a Southwesterly direction along a curve to the right, having a radius of 225.00 feet, through a central angle of 124 degrees 35 minutes 12 seconds, an arc distance of 489.25 feet to a point; thence South 88 degrees 05 minutes 38 seconds West a distance of 462.75 feet to a point; thence in a Southwesterly direction along a curve to the left, having a radius of 150.00 feet, through a central angle of 45 degrees 00 minutes 00 seconds, an arc distance of 117.81 feet to a point; thence South 43 degrees 05 minutes 38 seconds West a distance of 42.24 feet to a point; thence in a Southwesterly direction along a curve to the right, having a radius of 250.00 feet, through a central angle of 45 degrees 00 minutes 00 seconds, an arc distance of 196.35 feet to a point; thence South 88 degrees 05 minutes 38 seconds West a distance of 506.35 feet to a point; thence in a

Southwesterly direction along a curve to the left, having a radius of 500.00 feet, through a central angle of 20 degrees 30 minutes 21 seconds, an arc distance of 178.95 feet to a point; thence South 67 degrees 35 minutes 17 seconds West a distance of 91.73 feet to a point; thence in a Northwesterly direction along a curve to the right, having a radius of 170.00 feet, through a central angle of 119 degrees 42 minutes 52 seconds, an arc distance of 355.20 feet to a point; thence North 7 degrees 18 minutes 09 seconds East a distance of 96.50 feet to a point; thence in a Northwesterly direction along a curve to the left, having a radius of 500.00 feet, through a central angle of 15 degrees 12 minutes 39 seconds, an arc distance of 132.74 feet to a point; thence North 7 degrees 54 minutes 30 seconds West a distance of 28.66 feet to a point; thence in a Northwesterly direction along a curve to the right, having a radius of 500.00 feet, through a central angle of 6 degrees 00 minutes 09 seconds, an arc distance of 52.38 feet to the POINT OF BEGINNING.

PLEASE NOTE: A portion of the above-described land has been platted as Tract M, Corbin Park, Second Plat, Lot 17, Corbin Park, Fifth Plat, Lot 18 and Tract U, Corbin Park, Sixth Plat, Lot 19 and Tract V, Corbin Park, Seventh Plat, and Lot 20, Corbin Park, Eighth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas.

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY OWNED 100% BY 135 METCALF, L.L.C.

All that part of the Northwest 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 Northwest Quarter of Section 32, Township 13 South, Range 25 East; thence South 1 degree 54 minutes 06 seconds East along the West line of the Northwest Quarter of said Section 32 a distance of 100.03 feet to a point; thence North 88 degrees 05 minutes 54 seconds East a distance of 70.00 feet to the point of intersection of the South right of way line of 135th Street and the East right of way line of Metcalf Avenue, the POINT OF BEGINNING; thence North 88 degrees 07 minutes 14 seconds East along the South right of way line of 135th Street a distance of 1298.45 feet to a point on the West line of Lot 10, Corbin Park, Second Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 1 degree 54 minutes 23 seconds East along the West line of said Lot 10 and Tract J of said Corbin Park, Second Plat, a distance of 231.04 feet to the Southwest corner of said Tract J; thence North 88 degrees 05 minutes 37 seconds East along the South line of said Tract J a distance of 335.29 feet to a point; thence in a Northeasterly direction along the South line of said Tract J and along a curve to the left, having a radius of 250.00 feet, through a central angle of 12 degrees 26 minutes 40 seconds, an arc distance of 54.30 feet to a point; thence North 75 degrees 38 minutes 57 seconds East along the South line of said Tract J, a distance of 128.21 feet to the Southeast corner of said Tract J; thence North 14 degrees 21 minutes 03 seconds West along the East line of said Tract J, a distance of 19.68 feet to a point; thence in a Northwesterly direction along the East line of said Tract J and along a curve to the right, having a radius of 250.00 feet, through a central angle of 13 degrees 04 minutes 17 seconds, an arc distance of 57.03 feet to a point; thence North 1 degree 16 minutes 46 seconds West along the East line of said Tract J a distance of 61.39 feet to a point; thence in a Northwesterly direction along the East line of said Tract J and along a curve to the left, having a radius of 100.47 feet, through a central angle of 36 degrees 35 minutes 04 seconds, an arc distance of 64.15 feet to a point on the South right of way line of 135th Street; thence North 88 degrees 07 minutes 14 seconds East along the South right of way line of 135th Street a distance of 724.01 feet to the Northwest corner of Tract A, Corbin Park, First Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 1 degree 56 minutes 41 seconds East along the West line of said Tract A, a distance of 103.81 feet to a point; thence in a Southwesterly direction along the West line of said Tract A and along a curve to the right, having a radius of 2529.00 feet, through a central angle of 5 degrees 23 minutes 28 seconds, an arc distance of 237.97 feet to a point; thence South 3 degrees 26 minutes 47 seconds West along the West line of said Tract A, a distance of 192.73 feet to a point; thence South 5 degrees 56 minutes 48 seconds West along the West line of said Tract A, a distance of 132.95 feet to a point; thence in a Southeasterly direction along the West line of said Tract A and along a curve to the left, having a radius of 915.00 feet, through a central angle of 34 degrees 47 minutes 50 seconds, an arc distance of 555.70 feet to a point; thence South 28 degrees 51 minutes 02 seconds East along the West line of said Tract A, a distance of 11.06 feet to a point on the North right of way line of 138th Street; thence in a Southwesterly direction along the North right of way line of 138th Street and along a curve to the right whose initial tangent bears South 61 degrees 22 minutes 46 seconds West, having a radius of 610.00 feet; through a central angle of 18 degrees 06 minutes 33 seconds, an arc distance of 192.80 feet to a point; thence South 79 degrees 29 minutes 17 seconds West along the North right of way line of 138th Street a distance of 425.28 feet to a point; thence in a Southwesterly direction along the North right of way line of 138th Street and along a curve to the left, having a radius of 635.00 feet, through a central angle of 37 degrees 41 minutes 13 seconds, an arc distance of 417.68 feet to a point; thence South 41 degrees 48 minutes 04 seconds West along the North right of way line of 138th Street a distance of 78.49 feet to the Southeast corner



of Lot 16 of said Corbin Park, Second Plat; thence North 48 degrees 11 minutes 56 seconds West along the East line of said Lot 16 a distance of 30.54 feet to a point; thence in a Northwesterly direction along the East line of said Lot 16 and along a curve to the right, having a radius of 1038.00 feet, through a central angle of 1 degree 17 minutes 34 seconds, an arc distance of 23.42 feet to a point; thence North 46 degrees 54 minutes 22 seconds West along the East line of said Lot 16 a distance of 131.12 feet to a point; thence in a Northwesterly direction along the East line of said Lot 16 and along a curve to the right, having a radius of 1038.00 feet, through a central angle of 3 degrees 14 minutes 28 seconds, an arc distance of 58.72 feet to the Northeast corner thereof; thence in a Southwesterly direction along the North line of said Lot 16 and along a curve to the right whose initial tangent bears South 54 degrees 48 minutes 45 seconds West, having a radius of 274.00 feet, through a central angle of 33 degrees 16 minutes 53 seconds, an arc distance of 159.16 feet to a point; thence South 88 degrees 05 minutes 38 seconds West along the North line of said Lot 16 a distance of 506.35 feet to a point; thence in a Southwesterly direction along the North line of said Lot 16 and along a curve to the left, having a radius of 476.00 feet, through a central angle of 20 degrees 30 minutes 21 seconds, an arc distance of 170.36 feet to a point; thence South 67 degrees 35 minutes 17 seconds West along the North line of said Lot 16 a distance of 52.82 feet to the Northwest corner thereof; thence South 22 degrees 24 minutes 43 seconds East along the West line of said Lot 16 a distance of 280.85 feet to a point; thence in a Southwesterly direction along the West line of said Lot 16 and along a curve to the right, having a radius of 281.83 feet, through a central angle of 42 degrees 09 minutes 05 seconds, an arc distance of 207.34 feet to a point; thence South 19 degrees 44 minutes 22 seconds West along the West line of said Lot 16 a distance of 24.67 feet to a point on the North right of way line of 138th Street; thence in a Northwesterly direction along the North right of way line of 138th Street and along a curve to the right whose initial tangent bears North 74 degrees 17 minutes 45 seconds West, having a radius of 540.00 feet, through a central angle of 13 degrees 31 minutes 55 seconds, an arc distance of 127.54 feet to a point of reverse curvature; thence continuing along the North right of way line of 138th Street and along a curve to the left, having a radius of 620.00 feet, through a central angle of 12 degrees 13 minutes 57 seconds, an arc distance of 132.37 feet to a point of compound curvature; thence continuing along the North right of way line of 138th Street and along a curve to the left, having a radius of 639.43 feet, through a central angle of 7 degrees 13 minutes 07 seconds, an arc distance of 80.56 feet to a point; thence North 70 degrees 27 minutes 01 seconds West along the North right of way line of 138th Street a distance of 31.06 feet to a point; thence in a Northwesterly direction along the North right of way line of 138th Street and along a curve to the left whose initial tangent bears North 82 degrees 56 minutes 09 seconds West, having a radius of 646.00 feet, through a central angle of 8 degrees 57 minutes 57 seconds, an arc distance of 101.09 feet to a point; thence South 88 degrees 05 minutes 54 seconds West along the North right of way line of 138th Street a distance of 134.99 feet to a point on the East right of way line of Metcalf Avenue; thence North 1 degree 54 minutes 06 seconds West along the East right of way line of Metcalf Avenue a distance of 1843.88 feet to the POINT OF BEGINNING,

PLEASE NOTE: Portions of the above-described land have been platted as Tract A, Tract C, Tract E, Tract F, Tract G, Tract I, Tract K, Tract L, Tract M, Tract N, Tract O, Tract P, Lot 3, all in Corbin Park, Second Plat, and Tract Q, Corbin Park Third Plat, Lots 1-4, Corbin Park, Fourth Plat, Lot 22, Corbin Park, Ninth Plat, and Lot 12, Tract T and Tract D, Corbin Park, Tenth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas.

Except for those parcels described as:

Lot 3, Corbin Park Second Plat, and Lot 12, Corbin Park, Tenth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; and all that part of the Northwest 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 Northwest Quarter of Section 32, Township 13 South, Range 25 East; thence South 1 degree 54 minutes 06 seconds East along the West line of the Northwest Quarter of said Section 32 a distance of 1100.52 feet to a point; thence North 88 degrees 05 minutes 54 seconds East a distance of 301.71 feet to the POINT OF BEGINNING; thence North 1 degree 54 minutes 22 seconds West a distance of 170.31 feet to a point; thence in a Northwesterly direction along a curve to the left, having a radius of 500.00 feet, through a central angle of 7 degrees 23 minutes 54 seconds, an arc distance of 64.56 feet to a point; thence North 9 degrees 18 minutes 16 seconds West a distance of 279.78 feet to a point; thence in a Northeasterly direction along a curve to the right, having a radius of 265.00 feet, through a central angle of 104 degrees 47 minutes 43 seconds, an arc distance of 484.69 feet to a point; thence South 84 degrees 30 minutes 33 seconds East a distance of 234.67 feet to a point; thence in a Southeasterly direction along a curve to the left, having a radius of 1200.00 feet, through a central angle of 7 degrees 23 minutes 50 seconds, an arc distance of 154.93 feet to a point; thence North 88 degrees 05 minutes 37 seconds East a distance of 758.18 feet to a point; thence in a Northeasterly direction along a curve to the left, having a radius of 250.00 feet, through a central angle of 12 degrees 26 minutes 40 seconds, an arc distance of 54.30 feet to a point; thence North 75 degrees 38 minutes 57 seconds East a distance of 117.17 feet to a point; thence in a Northeasterly direction along a curve to the right, having a radius of 1000.00 feet, through a central angle of 10 degrees 56 minutes 23 seconds, an arc distance of 190.93 feet to a point; thence North 86 degrees 35 minutes 20 seconds East a distance of 51.97 feet to a point; thence in a Southeasterly direction along a curve to the right, having a radius of 150.12 feet, through a central angle of 91 degrees 30 minutes 18 seconds, an arc distance of 239.75 feet to a point; thence South 1 degree 54 minutes 22 seconds East a distance of 196.72 feet to a point; thence in a Southeasterly direction along a curve to the left, having a radius of 400.00 feet, through a central angle of 13 degrees 44 minutes 53 seconds, an arc distance of 95.98 feet to a point; thence South 15 degrees 39 minutes 14 seconds East a distance of 6.97 feet to a point; thence in a Southwesterly direction along a curve to the right, having a radius of 75.00 feet, through a central angle of 77 degrees 27 minutes 20 seconds, an arc distance of 101.39 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 399.00 feet, through a central angle of 8 degrees 17 minutes 39 seconds, an arc distance of 57.76 feet to a point; thence South 53 degrees 30 minutes 26 seconds West a distance of 66.06 feet to a point; thence South 36 degrees 29 minutes 34 seconds East a distance of 188.64 feet to a point; thence in a Southwesterly direction along a curve to the right, having a radius of 225.00 feet, through a central angle of 124 degrees 35 minutes 12 seconds, an arc distance of 489.25 feet to a point; thence South 88 degrees 05 minutes 38 seconds West a distance of 462.75 feet to a point; thence in a Southwesterly direction along a curve to the left, having a radius of 150.00 feet, through a central angle of 45 degrees 00 minutes 00 seconds, an arc distance of 117.81 feet to a point; thence South 43 degrees 05 minutes 38 seconds West a distance of 42.24 feet to a point; thence in a Southwesterly direction along a curve to the right, having a radius of 250.00 feet, through a central angle of 45 degrees 00 minutes 00 seconds, an arc distance of 196.35 feet to a point; thence South 88 degrees 05 minutes 38 seconds West a distance of 506.35 feet to a point; thence in a Southwesterly direction along a curve to the left, having a radius of 500.00 feet, through a central angle of 20 degrees 30 minutes 21 seconds, an arc distance of 178.95 feet to a point; thence South 67 degrees 35 minutes 17 seconds West a distance of 91.73 feet to a point; thence in a Northwesterly direction along a curve to the right, having a radius of 170.00 feet, through a central angle of 119 degrees 42 minutes 52 seconds, an arc distance of 355.20 feet to a point; thence North 7 degrees 18 minutes 09 seconds East a distance of 96.50 feet to a point; thence in a Northwesterly direction along a curve to the left, having a radius of 500.00 feet, through a central angle of 15 degrees 12 minutes 39 seconds, an arc distance of 132.74 feet to a point; thence North 7 degrees 54 minutes 30 seconds West a distance of 28.66 feet to a point; thence in a

Northwesterly direction along a curve to the right, having a radius of 500.00 feet, through a central angle of 6 degrees 00 minutes 09 seconds, an arc distance of 52.38 feet to the POINT OF BEGINNING.

PLEASE NOTE: A portion of the above-described excepted land has been platted as Tract M, Corbin Park, Second Plat, Lot 17, Corbin Park, Fifth Plat, Lot 18 and Tract U, Corbin Park, Sixth Plat, Lot 19 and Tract V, Corbin Park, Seventh Plat, and Lot 20, Corbin Park, Eighth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas.

EXHIBIT C

LEGAL DESCRIPTION OF COMMERCE BANK PROPERTY

Lot 12, Corbin Park, Tenth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas.

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Exhibit C


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