

JO CO KS BK:201802 PG:006735
20180228-0006735
Electronic Recording 2/28/2018
Pages: 22 F: \$378.00 9:02 AM
Register of Deeds T20180010002

Title of Document: Fourth Amendment to Declaration Regarding Construction,
Operation and Reciprocal Easement

Date of Document: February 6, 2018

Grantor: Aspen Square, Inc.

Grantee: Von Maur, Inc.
J.C. Penney Properties, Inc.

Grantee's Mailing Address: c/o Aspen Square, Inc.
6917 W. 135th Street, Suite B29
Overland Park, Kansas 66223

Legal Description: See Exhibit A

Reference Document No.: Book 200803, Page 002407
Book 200803, Page 002408
Book 200804, Page 005830
Book 200810, Page 000639
Book 201306, Page 008717

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FOURTH AMENDMENT TO DECLARATION REGARDING CONSTRUCTION,
OPERATION AND RECIPROCAL EASEMENTS

THIS FOURTH AMENDMENT TO DECLARATION REGARDING CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS (the "**Fourth Amendment**") is made and entered into as of 2/16, 2018 (the "**Effective Date**") by and between ASPEN SQUARE, INC., a Kansas corporation ("**Developer**"), VON MAUR, INC., an Illinois corporation ("**Von Maur**"), and J.C. PENNEY PROPERTIES, INC., an Illinois corporation ("**Penney**"). For purposes of this Amendment, the term "**Parties**" shall mean Developer, Von Maur and Penney, and their successors and assigns.

RECITALS:

WHEREAS, 135 Metcalf, L.L.C., an Iowa limited liability company ("**135 Metcalf**") and State Line, LLC, an Iowa limited liability company (together "**Original Developer**") previously executed that certain Declaration Regarding Construction, Operation and Reciprocal Easements dated March 5, 2008 (the "**Original Declaration**"), and recorded March 7, 2008 at Book 200803, Page 002407, with the Register of Deeds of Johnson County, Kansas (the "**Register**"), which Original Declaration was supplemented by that certain Consent and Ratification of Declaration Regarding Construction, Operation and Reciprocal Easements dated February 7, 2008 and recorded March 7, 2008 at Book 2000803, Page 002408, with the Register, and which Original Declaration was amended by that certain (i) First Amendment to Declaration Regarding Construction, Operation and Reciprocal Easements dated April 9, 2008 and recorded April 18, 2008 at Book 200804, Page 005830, with the Register, (ii) Second Amendment to Declaration Regarding Construction, Operation and Reciprocal Easements dated September 29, 2008 and recorded October 2, 2008 at Book 200810, Page 000639, with the Register, and (iii) and Third Amendment dated April 11, 2013 and recorded June 20, 2013 in Book 2013-0620 at Page 008718 (collectively, the "**Declaration**"), pursuant to which Original Developer established certain terms, provisions, easements, restrictions, covenants and agreements to which that certain real property described in Exhibit A (the "**Shopping Center Property**") is subject to and bound by;

WHEREAS, Von Maur is currently the owner of the Von Maur Parcel (as defined and described in the Declaration);

WHEREAS, Penney is currently the owner of the Condominium Parcel (as defined and described in the Declaration);

WHEREAS, Developer is the current Owner of the Control Parcel and the NYLO Parcel, as both are defined and described in the Declaration;

WHEREAS, Developer wishes to develop portions of the Control Parcel, NYLO Parcel and Hotel Adjacent Parking for residential apartments rather than as a hotel and associated parking as currently contemplated by the Declaration; and

WHEREAS, Developer, Von Maur and Penney desire and intend to amend certain portions of the Declaration pursuant to the terms specified herein.

NOW THEREFORE, in consideration of the mutual understandings and commitments set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The preliminary statements set forth above are accurate, represent the intent of the Parties and are incorporated herein by reference. Unless otherwise defined in this Amendment, capitalized terms used herein will have the same meaning in this Amendment as set forth in the Declaration.

2. Definitions, Deletions, and Revisions.

(A) Section 1.1 of the Original Declaration is modified as follows:

(i) The following new definitions are added:

"Apartment(s)" shall mean a residential property unit for rent.

"Apartment Parcel" shall mean the Developer Parcel upon which an Apartment is constructed, and further depicted on Exhibit B-6.

"Apartment Parking Area" shall mean the space for Apartment parking as designated on Exhibit B-6. Common Area Expenses, as defined in Section 8.2 of the Original Declaration, shall not include any expense relating to the Apartment Parking Area, but in no event shall the Apartment Parking Area otherwise be excepted from the definition of Common Area including, without limitation, Developer's obligation to maintain, repair, and replace the same in a first class condition pursuant to the provisions of Section 8.1 of the Original Declaration.

"Apartment Use" shall mean the construction, management and operation of each Apartment.

"Apartment Construction Staging Area" shall mean that area designated as such on Exhibit B-6 attached hereto.

(ii) The following existing definitions are restated in their entirety as follows:

"Site Plan" shall mean the Site Plan prepared by the Project Architect and attached hereto as Exhibits "B-1", "B-2", "B-3", "B-4", "B-5", "B-6", and "B-7", and incorporated herein by this reference. All such Exhibits are deemed identical to Exhibit B-7 with the exception of the depiction on each of such Exhibits of the items identified in parenthesis next to each such Site Plan as set forth in Section 19.25.

"Store" or "Stores" shall mean the building(s), respectively, housing the Von Maur Store, as designated on the Site Plan, and/or the Penney Store, as designated on the Site Plan, and/or the Developer Stores, as designated on the Site Plan as the context may appropriately require, and shall mean, as to the building to be constructed on the Apartment Parcel shown on Exhibit B-6 and as the context requires or permits, the Apartments.

(iii) The following existing definitions are deleted:

"Hotel", "Hotel Parking Area", "Hotel Use", "NYLO Owner", and "NYLO Parcel".

(B) Each instance of the following capitalized terms as used in the Declaration are replaced as follows:

"Hotel" is replaced with **"Apartment"**;

"Hotel Parking Area" is replaced with **"Apartment Parking Area"**;

"Hotel Use" is replaced with **"Apartment Use"**;

"NYLO Owner" is replaced with **"Developer"**; provided, however, that in lieu of such replacement, each instance of the phrase **"NYLO Owner"** in the following Sections of the Original Declaration is hereby deleted: 2.8, 3.7, 4.6, 8.1, 8.2, 8.8, 12.3, 19.3, 19.10, 19.23, 19.29, and Exhibit E.

"NYLO Parcel" is replaced with **"Apartment Parcel"**; provided, however, that in lieu of such replacement, each instance of the phrase **"NYLO Parcel"** in the following Sections of the Original Declaration is hereby deleted: 2.8, 4.12, 13.5, 19.3, 19.23, and Exhibit E.

(C) Each instance of, and references to, **"Drop-Off Area"**, **"Hotel Adjacent Parking Area"**, **"NYLO"**, **"NYLO Pre-Emption Rights"**, and **"NYLO Separate Agreement"** as used in the Declaration are hereby deleted.

(D) All provisions in the Declaration permitting the construction or operation of a hotel within the Shopping Center, and all references to a "hotel", or "hotel complex," are hereby deleted, except that the use of "hotel" in the prohibition language as set forth in Section 5.1(dd) of the Original Declaration, as further modified by this Amendment, shall remain. Without limitation of the foregoing, the phrase "Hotel Use (as to the NYLO Parcel only)," in Section 5.1 of the Original Declaration is hereby deleted.

(E) The following provisions of the Declaration are deleted in their entirety:

- (i) subparagraph (3) of the second sentence in the definition "Building Area(s)" in Section 1.1 of the Original Declaration;
- (ii) subparagraph (iv) of the last sentence in the definition "Common Area" in Section 1.1 of the Original Declaration;
- (iii) the proviso in the definition of "Control Parcel" in Section 1.1 of the Original Declaration;
- (iv) subparagraph (3) in the definition "Design Criteria" in Section 1.1 of the Original Declaration;
- (v) subparagraph (f) in the definition "Floor Area" in Section 1.1 of the Original Declaration;
- (vi) subparagraph (3) in the definition "Maximum Floor Area" in Section 1.1 of the Original Declaration;
- (vii) subparagraph (ii) of the first sentence, and the phrase "the Separate Agreement with NYLO" in the second sentence, both in the definition "Separate Agreement" in Section 1.1 of the Original Declaration;
- (viii) the opening phrase "Subject to the NYLO Pre-Emption Rights and the NYLO Owner's rights to restrict the use of the Drop-Off Area (each as defined in Article XVIII)," in Section 2.1 of the Original Declaration;
- (ix) the opening phrase "Subject to the NYLO Pre-Emption Rights and the NYLO Owner's rights to restrict the use of the Drop-Off Area (each as defined in Article XVIII)," in subsection 2.2(a) of the Original Declaration;
- (x) the phrase "the NYLO Parcel or the Hotel Adjacent Parking Area" in the second grammatical paragraph of Section 2.8 of the Original Declaration;
- (xi) the second sentence of Section 2.14 of the Original Declaration;

- (xii) the last sentence of Section 4.1 of the Original Declaration;
- (xiii) the second proviso in the first sentence, and the second sentence, in Section 4.3 of the Original Declaration;
- (xiv) the phrase "Except as to Common Area on the NYLO Parcel and" in the fourth sentence of Section 4.6 of the Original Declaration;
- (xv) the second sentence of Section 4.9 of the Original Declaration;
- (xvi) the last sentence of Section 4.11 of the Original Declaration;
- (xvii) the phrase "NYLO Owner (but only with respect to Common Area located on the NYLO Parcel and the Hotel Adjacent Parking Area)," in the first sentence of Section 8.8 of the Original Declaration;
- (xviii) all of the provisos in Section 9.5 of the Original Declaration;
- (xix) the last sentence of Section 15.7 of the Original Declaration;
- (xx) Sections 18.2, 18.3, 18.4, and 18.5 of the Original Declaration;
- (xxi) subparagraph (iii) of the fourth sentence of Section 19.6 of the Original Declaration; and
- (xxii) subparagraph (iv) of the fifth sentence of Section 19.17.

(F) The following provisions of the Declaration are amended and restated as follows:

- (i) in Section 3.7 of the Original Declaration, the phrase "(or, in the case of the Hotel or any theater properly operated within the Shopping Center, stating the number of Hotel guest rooms or the number of theater seats)" is replaced with the phrase "(or, in the case of the Apartments, the number of Apartments)"; and
- (ii) in Section 3.7 of the Original Declaration, the phrase "(or number of rooms or seats)" is replaced with the phrase "(or number of Apartments)".

3. Apartments.

(A) Developer may at its sole cost and expense construct no more than two hundred twenty-five (225) Apartments on the Apartment Parcel but only within the Building

Areas designated for Apartments as designated on Exhibit B-6 attached hereto. All such construction and related work is defined herein as the "**Apartment Work**".

(B) Developer shall only perform the Apartment Work in compliance with all terms of the Declaration as modified by this Fourth Amendment. The Apartment Work shall be performed in a first class and workmanlike manner and constructed in accordance with standards customarily employed in the construction of such facilities as part of a first class regional shopping center. All staging areas for the Apartment Work shall be limited to the Apartment Construction Staging Area, and all Apartment Construction Staging Areas shall be fully restored to Parking Area promptly upon completion of the Apartment Work. The exterior portions of the Apartments shall be architecturally compatible with the exteriors of the remainder of Shopping Center. No Apartment Work, including any staging, may materially interfere with the operations conducted by the occupants of the Shopping Center or their customers, the parking and vehicular and pedestrian traffic to and from the store buildings of such occupants, or the utilities serving the Shopping Center and its occupants. Upon request, and at Developer's sole cost and expense, Developer shall install professionally designed temporary way finding signs in those locations reasonably designated by an Owner to direct traffic and parking during periods of construction. Developer covenants to indemnify, defend and hold harmless the Owners and their tenants from and against all claims and all costs, expenses, and liabilities incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of: (a) any accident, injury, loss, or damage whatsoever caused to any natural person, or to the property of any person alleged to have occurred in or about the Shopping Center during or in connection with the Apartment Work or (b) any alleged act or omission whatsoever or alleged negligence of Developer or the agents, contractors, servants or employees of Developer occurring during or in connection with the Apartments; except to the extent caused by the negligence of the indemnitee. No staging or Apartment Work may occur from November 1 of any year through the following January 15.

(C) Other than within the area designated as Apartments on Exhibit B-6, no Apartment Work shall take place within the Von Maur Control Area without the written consent of Von Maur.

4. Parking Requirements. Section 4.7 of the Original Declaration captioned "Parking Ratio and Standards" is hereby amended and restated in its entirety as follows:

" 4.7 Parking Ratio and Standards. During the entire Term of this Declaration, the Parking Area shall be maintained in accordance with the Site Plan and the requirements of the City applicable to the Shopping Center so that the overall Parking Area of the Shopping Center contains the number of parking spaces sufficient to satisfy the greater of: (1) the sum of: (x) for all Stores, a ratio of four and one-half (4.5) parking spaces for each 1,000 square feet of Floor Area

located within the Shopping Center, exclusive of the Apartments and any permitted theater, (y) one (1) parking space for every three (3) seats for any theater, and (z) one and one-half (1.5) parking spaces for each Apartment unit located within the Shopping Center; or (2) the number of parking spaces required by the City of Overland Park, Kansas in connection with the Shopping Center. In addition, the Apartment Parking Area shall contain (i) the greater of one and one-half (1.5) parking spaces for each Apartment located within the Apartment Parcel or of that required by law, and (ii) within the area identified as "Open Parking" on Exhibit B-6, no less than two hundred (200) parking spaces for non-exclusive parking. Notwithstanding the foregoing (and without limiting the provisions of Section 4.1 of this Declaration), no Owner shall be permitted to construct a greater number of square feet of Floor Area upon such Owner's Parcel (and also, in the case of the areas devoted to theater or Apartments, in accordance with the terms of this Declaration, a greater number of seats or Apartments, as applicable) than the Maximum Floor Area (or number of seats or Apartments) for such Parcel, unless such Owner is able, without violating any of the further terms of this Declaration (including without limitation obtaining any required approval as set forth in Sections 4.4 and 4.5), to establish additional parking spaces for such additional Floor Area (and/or seats or Apartments) beyond the number of spaces on such Parcel (or in the case of the Apartments, within the Apartment Parking Area) shown on the Site Plan sufficient to satisfy the foregoing parking space requirements. The additional parking spaces shall be located upon the Parcel upon which such additional Floor Area (or number of seats) is to be constructed or with respect to Apartments, the Apartment Parking Area, upon another Parcel in reasonable proximity thereto with the written consent of the Owner thereof; provided, however, the consent of Penney Owner or Von Maur Owner shall be required in the event the proposed location of the additional parking spaces is within their respective Control Area. All parking spaces shall have a minimum width of at least nine feet (9')."

5. Residential/Hotel Restrictions.

(A) Section 5.1 (b) of the Original Declaration is deleted in its entirety and replaced with the following:

"except with respect to any apartments located on the Apartment Parcel, any residential use, elderly care facility of nursing home."

(B) Section 5.1 (dd) of the Original Declaration is deleted in its entirety and replaced with the following:

"except with respect to any Apartment on the Apartment Parcel, any hotel, motel or other forms of short term or temporary living quarters, sleeping apartments or lodging rooms."

6. Parking Charges. Section 4.9 is amended to add the following sentence to the end of such paragraph:

"Notwithstanding anything in this Section 4.9 to the contrary, (i) Developer may, in its sole discretion, charge Apartment residents for parking located within the Apartment Parking Areas or underneath the Apartments located on the Apartment Parcel, (ii) in no event, despite Developer's ability to charge for the use of same, shall such Apartment Parking Areas be for the exclusive use of Apartment residences, (iii) access to and parking in the Apartment Parking Areas by the retail tenants of the Shopping Center and their customers and invitees shall remain free and unobstructed, available on a first come, first served basis."

7. Exhibits.

(A) Exhibits B-6 (Hotel site parking areas) and B-6-1 (NYLO Site Plan) are stricken from the Declaration in their entirety and replaced with Exhibit B-6 (Apartments) attached hereto.

(B) Exhibit B-7 (Building Areas) of the Declaration is replaced in its entirety with Replacement Exhibit B-7 attached hereto.

(C) Exhibit F (Common Area Parking Site and Permitted Ring Road Closure Area) of the Declaration is replaced in its entirety with Replacement Exhibit F attached hereto.

(D) Section 19.25 of the Original Declaration is amended to reflect the above modifications.

8. Ratification. Except as modified and amended herein, all other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

9. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together constitute the binding and enforceable agreement of the parties hereto.

[Remainder of Page Intentionally Left Blank.
Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Amendment as of the day and year last above written.

"DEVELOPER"

**ASPEN SQUARE, INC., a Kansas
corporation**

By: *Michel L. Schlup*
Name: Michel L. Schlup
Title: President

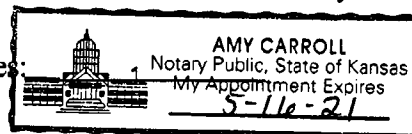
STATE OF KANSAS)
)
COUNTY OF JOHNSON)

SS.

The foregoing instrument was acknowledged before me this 6 day of February, 2018, by Michel L. Schlup, the President of ASPEN SQUARE, INC., a Kansas corporation, on behalf of said corporation.

Amy Carroll
Notary Public

My Commission Expires:



"VON MAUR"

VON MAUR, INC., an Illinois corporation

By: Robert L. Larsen

Name: Robert L. Larsen

Title: CFO

STATE OF IOWA)

)

SS.

COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 18th day of December, 2017, by Robert L. Larsen, the Chief Financial Officer of VON MAUR, INC., an Illinois corporation, on behalf of said corporation.

Vivienne M. Holloway
Notary Public

My Commission Expires: 10/7/2020



"PENNEY"**J.C. PENNEY PROPERTIES, INC., a
Delaware corporation**

By: _____

Name: _____

Title: _____

STATE OF Texas)COUNTY OF Collin)

SS.

The foregoing instrument was acknowledged before me this 11th day of Dec.,
2017, by Bradley Sykeson, the V.P. of J.C. PENNEY PROPERTIES,
INC., a Delaware corporation, on behalf of said corporation.

[Signature]

Notary Public

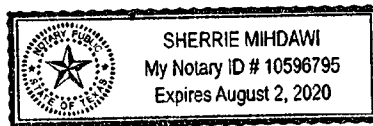
My Commission Expires: 8.2.20

EXHIBIT "A"

Legal Description of Shopping Center Property

1. COMMERCE BANK PROPERTY

LOT 12, CORBIN PARK, TENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

2. 138 METCALF PROPERTY

1. TRACT A, CORBIN PARK, FIRST PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

2. TRACT A, C, E, F, G, I, K, L, N, O AND P, CORBIN PARK, SECOND PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

3. SOUTHERLY AND SOUTHEASTERLY HALF OF TRACT Q, CORBIN PARK, THIRD PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

4. LOT 1, 2, 3 AND 4, CORBIN PARK, FOURTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

5. LOT 22, CORBIN PARK, NINTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

6. TRACTS D AND T, CORBIN PARK, TENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

7. LOT 24, CORBIN PARK, TWELFTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

8. LOT 29, CORBIN PARK, THIRTEENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

9. 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 SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 25 EAST; THENCE NORTH 87°49'01" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 70.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF METCALF AVENUE; THENCE NORTH 1°54'05" WEST ALONG THE EAST RIGHT OF WAY LINE OF METCALF AVENUE A DISTANCE OF 716.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1°54'08" WEST ALONG THE EAST RIGHT OF WAY LINE OF METCALF AVENUE A DISTANCE OF 1844.88 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 135TH STREET; THENCE NORTH 88°07'14" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF 135TH STREET A DISTANCE OF 2539.22 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAMAR AVENUE; THENCE SOUTH 1°58'41" EAST ALONG THE WEST RIGHT OF WAY LINE OF LAMAR AVENUE A DISTANCE OF 103.66 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WEST RIGHT OF WAY LINE OF LAMAR AVENUE AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2580.00 FEET, THROUGH A CENTRAL ANGLE OF 7°53'10", AN ARC DISTANCE OF 352.35 FEET TO A POINT; THENCE SOUTH 5°56'29" WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID LAMAR AVENUE A DISTANCE OF 215.17 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WEST RIGHT OF WAY LINE OF LAMAR AVENUE AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 890.00 FEET, THROUGH A CENTRAL ANGLE OF 34°34'50", AN ARC DISTANCE OF 837.15 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°18'32", AN ARC DISTANCE OF 40.70 FEET TO A POINT OF COMPOUND CURVATURE; THENCE

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 607.18 FEET, THROUGH A CENTRAL ANGLE OF 14°51'08". AN ARC DISTANCE OF 157.39 FEET TO A POINT; THENCE SOUTH 78°29'17" WEST A DISTANCE OF 461.23 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 835.00 FEET, THROUGH A CENTRAL ANGLE OF 37°41'13". AN ARC DISTANCE OF 417.68 FEET TO A POINT; THENCE SOUTH 41°48'04" WEST A DISTANCE OF 438.44 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 585.00 FEET, THROUGH A CENTRAL ANGLE OF 48°19'31". AN ARC DISTANCE OF 456.82 FEET TO A POINT; THENCE SOUTH 88°07'38" WEST A DISTANCE OF 46.75 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 842.31 FEET, THROUGH A CENTRAL ANGLE OF 27°54'00". AN ARC DISTANCE OF 410.16 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 645.00 FEET, THROUGH A CENTRAL ANGLE OF 27°55'40". AN ARC DISTANCE OF 314.39 FEET TO A POINT; THENCE SOUTH 88°05'54" WEST A DISTANCE OF 134.99 FEET TO THE POINT OF BEGINNING.

EXCEPT

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 NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 25 EAST; THENCE SOUTH 88°07'14" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, 784.90 FEET TO A POINT; THENCE SOUTH 1°52'48" EAST, 100.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 135TH STREET, THE POINT OF BEGINNING; THENCE SOUTH 88°07'14" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 135TH STREET, 485.79 FEET TO A POINT; THENCE SOUTH 1°54'23" EAST, 231.04 FEET TO A POINT; THENCE NORTH 88°05'37" EAST, 335.29 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°26'40", AN ARC DISTANCE OF 54.30 FEET TO A POINT; THENCE NORTH 75°38'57" EAST, 128.21 FEET TO A POINT; THENCE NORTH 14°21'03" WEST, 19.68 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 13°04'17", AN ARC DISTANCE OF 67.03 FEET TO A POINT; THENCE NORTH 1°16'46" WEST, 61.36 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.47 FEET, THROUGH A CENTRAL ANGLE OF 38°35'05" AN ARC DISTANCE OF 64.15 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPT

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°54'08" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 1100.62 FEET TO A POINT; THENCE NORTH 88°05'34" EAST A DISTANCE OF 301.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1°54'22" 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°23'54", AN ARC DISTANCE OF 64.56 FEET TO A POINT; THENCE NORTH 9°18'16" WEST A DISTANCE OF 278.78 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 285.00 FEET, THROUGH A CENTRAL ANGLE OF 104°47'43", AN ARC DISTANCE OF 484.89 FEET TO A POINT; THENCE SOUTH 84°30'33" EAST A DISTANCE OF 234.87 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°23'50", AN ARC DISTANCE OF 154.93 FEET TO A POINT; THENCE NORTH 88°05'37" EAST A DISTANCE OF 738.18 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°26'40", AN ARC DISTANCE OF 54.30 FEET TO A POINT; THENCE NORTH 75°38'57" 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°56'23", AN ARC DISTANCE OF 190.93 FEET TO A POINT; THENCE NORTH 86°35'20" 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°30'18", AN ARC DISTANCE OF 238.75 FEET TO A POINT; THENCE SOUTH 1°54'22" EAST A DISTANCE OF 198.72 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°44'53", AN ARC DISTANCE OF 85.98 FEET TO A POINT; THENCE SOUTH 15°39'14" EAST A DISTANCE OF 8.97 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°27'20", 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°17'39", AN ARC DISTANCE OF 57.76 FEET TO A POINT; THENCE SOUTH 53°30'26" WEST A DISTANCE OF 66.06 FEET TO A POINT; THENCE SOUTH 36°29'34" 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°35'12", AN ARC DISTANCE OF 489.25 FEET TO A POINT; THENCE SOUTH 88°05'38" WEST A DISTANCE OF 482.75 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°00'00", AN ARC DISTANCE OF 117.81 FEET TO A POINT; THENCE SOUTH 43°03'38" 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°00'00", AN ARC DISTANCE OF 198.35 FEET TO A POINT; THENCE SOUTH 88°05'38" WEST A DISTANCE OF 508.35 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°30'21", AN ARC DISTANCE OF 178.95 FEET TO A POINT; THENCE SOUTH 87°35'17" 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°42'52", AN ARC DISTANCE OF 355.20 FEET TO A POINT; THENCE NORTH 7°18'09" EAST A DISTANCE OF 66.50 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°12'39", AN ARC DISTANCE OF 132.74 FEET TO A POINT; THENCE NORTH 7°54'30" WEST A DISTANCE OF 28.86 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°00'09", AN ARC DISTANCE OF 52.38 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPT

THAT PART PLATTED AS CORBIN PARK, FIRST PLAT, SECOND PLAT, THIRD PLAT, FOURTH PLAT, FIFTH PLAT, SEVENTH PLAT, EIGHTH PLAT, NINTH PLAT, TENTH PLAT, TWELFTH PLAT AND THIRTEENTH PLAT.

81. 135 METCALF/STATE LINE PROPERTY

1. TRACT M, CORBIN PARK, SECOND PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.
2. NORTHERLY AND NORTHEASTERLY HALF OF TRACT Q, CORBIN PARK, THIRD PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.
3. TRACT R AND S AND LOT 17, CORBIN PARK, FIFTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.
4. LOT 18 AND TRACT U, CORBIN PARK, SIXTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.
5. LOT 19 AND TRACT V, CORBIN PARK, SEVENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.
6. LOT 20, CORBIN PARK, EIGHTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

7. LOTS 25, 26 AND 27, CORBIN PARK, ELEVENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

8. 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°54'06" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 1100.62 FEET TO A POINT; THENCE NORTH 88°05'54" EAST A DISTANCE OF 301.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1°54'22" 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°23'54", AN ARC DISTANCE OF 84.58 FEET TO A POINT; THENCE NORTH 9°18'16" 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°47'43", AN ARC DISTANCE OF 484.88 FEET TO A POINT; THENCE SOUTH 84°30'33" 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°23'50", AN ARC DISTANCE OF 154.93 FEET TO A POINT; THENCE NORTH 88°05'37" 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°26'40", AN ARC DISTANCE OF 54.30 FEET TO A POINT; THENCE NORTH 75°38'57" 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°56'23", AN ARC DISTANCE OF 190.93 FEET TO A POINT; THENCE NORTH 86°35'20" 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°30'18", AN ARC DISTANCE OF 239.75 FEET TO A POINT; THENCE SOUTH 1°54'22" EAST A DISTANCE OF 198.72 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°44'63", AN ARC DISTANCE OF 95.88 FEET TO A POINT; THENCE SOUTH 15°39'14" EAST A DISTANCE OF 8.97 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°27'20", 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°17'39", AN ARC DISTANCE OF 57.76 FEET TO A POINT; THENCE SOUTH 53°30'26" WEST A DISTANCE OF 68.08 FEET TO A POINT; THENCE SOUTH 36°29'34" 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°35'12", AN ARC DISTANCE OF 488.25 FEET TO A POINT; THENCE SOUTH 68°05'38" WEST A DISTANCE OF 482.75 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°00'00", AN ARC DISTANCE OF 117.81 FEET TO A POINT; THENCE SOUTH 43°05'38" 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°00'00", AN ARC DISTANCE OF 186.35 FEET TO A POINT; THENCE SOUTH 88°05'38" WEST A DISTANCE OF 508.35 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°30'21", AN ARC DISTANCE OF 178.85 FEET TO A POINT; THENCE SOUTH 67°35'17" 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 118°42'52", AN ARC DISTANCE OF 365.20 FEET TO A POINT; THENCE NORTH 7°18'08" EAST A DISTANCE OF 98.60 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°12'39", AN ARC DISTANCE OF 132.74 FEET TO A POINT; THENCE NORTH 7°54'30" 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 600.00 FEET, THROUGH A CENTRAL ANGLE OF 6°00'09", AN ARC DISTANCE OF 52.38 FEET TO THE POINT OF BEGINNING.

EXCEPT

ALL OF THOSE PARTS PLATTED AS TRACT M, SECOND PLAT, THE NORTHERLY AND NORTHEASTERLY HALF OF TRACT O, THIRD PLAT, LOT 17 AND TRACT R AND S, FIFTH PLAT, LOT 18, AND TRACT U, SIXTH PLAT, LOT 19 AND TRACT V, SEVENTH PLAT AND LOT 20, EIGHTH PLAT ALL IN CORBIN PARK SUBDIVISION.

FURTHER EXCEPT

ALL OF THAT PART PLATTED AS CORBIN PARK NINTH PLAT AND ALL OF THAT PLATTED AS CORBIN PARK TENTH PLAT.

FURTHER EXCEPT

LOTS 25, 26 AND 27, CORBIN PARK, ELEVENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHT OF WAYS.

Exhibit B-6 (Apartments)

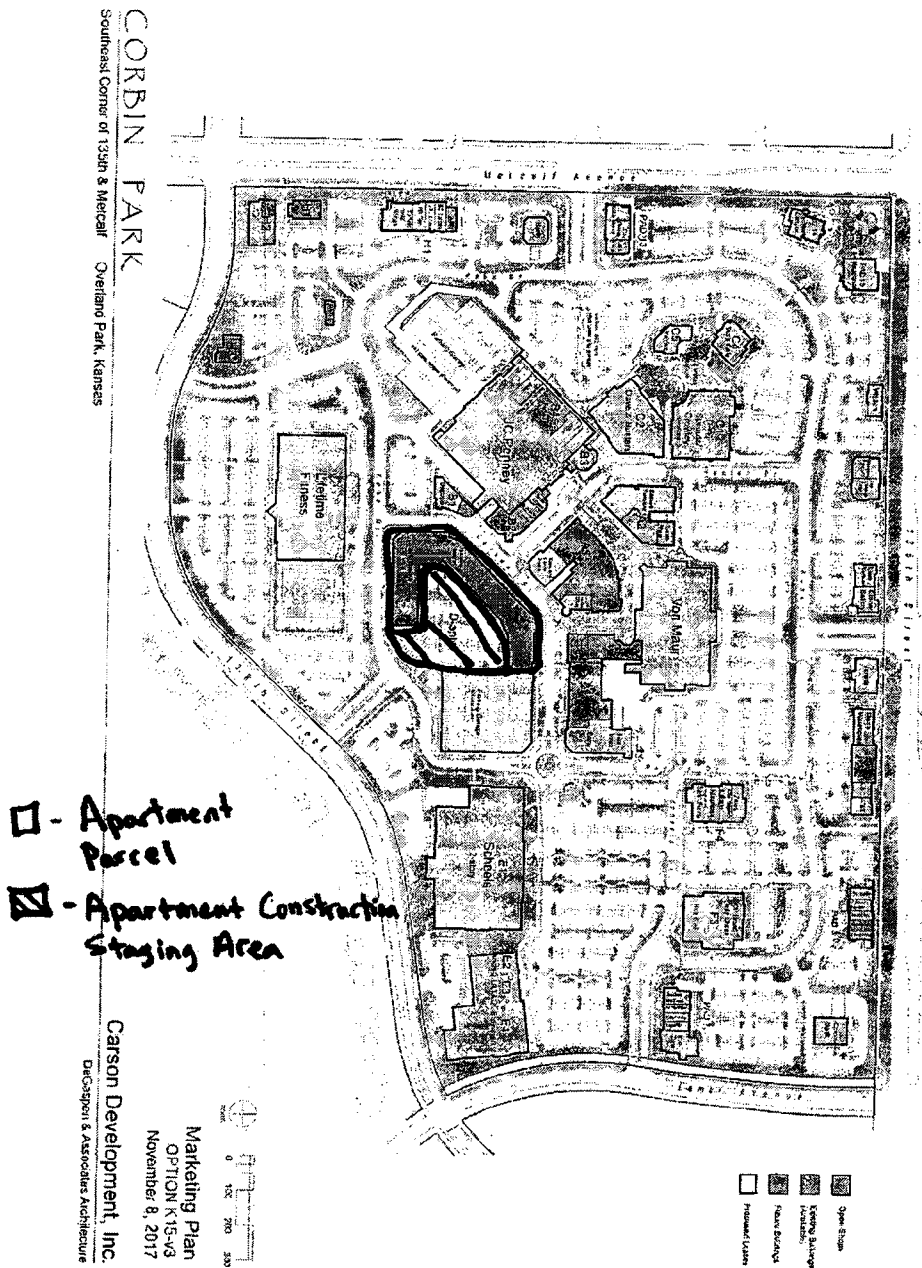


Exhibit B-7

(replaces Exhibit B-7 from the Third Amendment)

Exhibit B-7

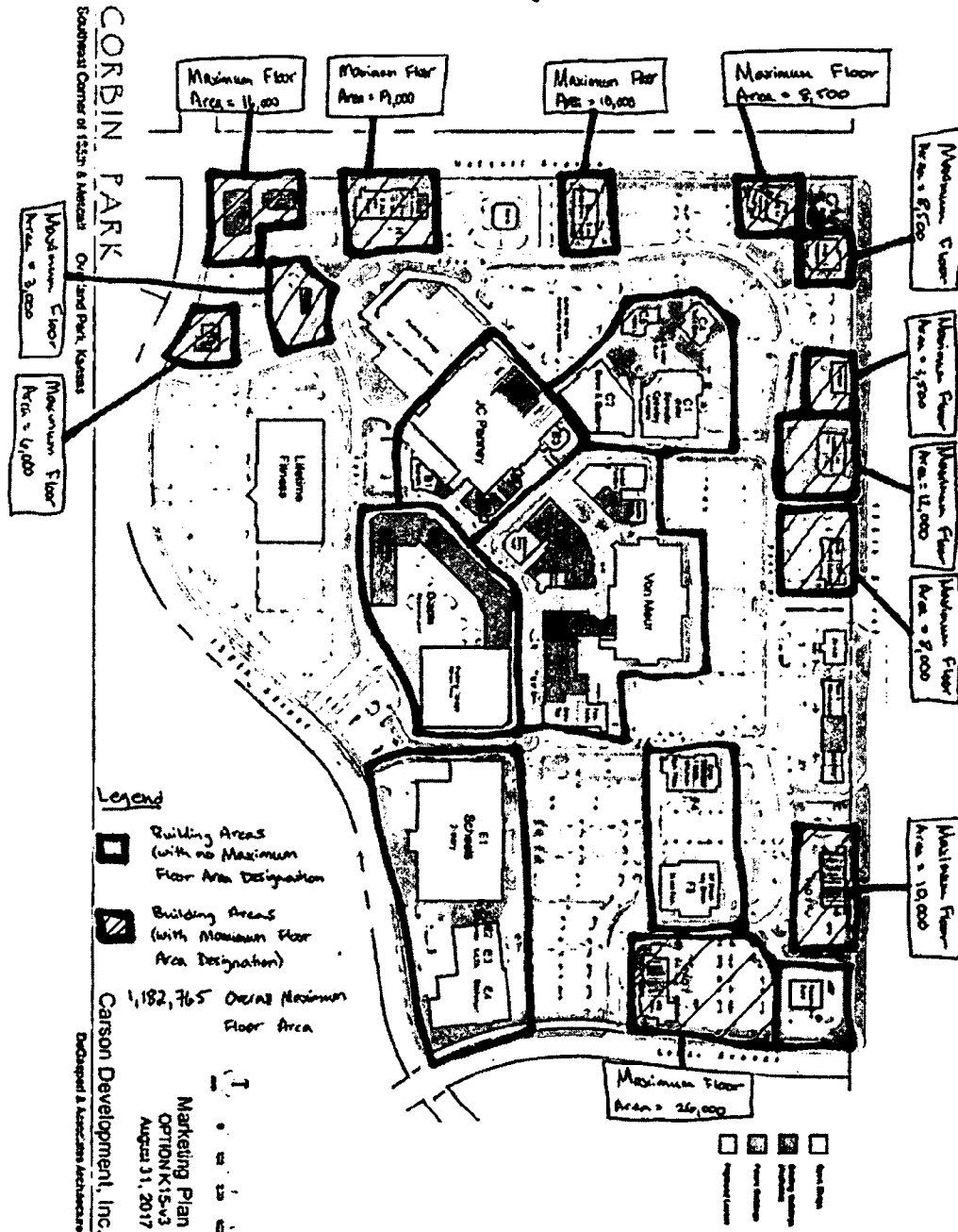
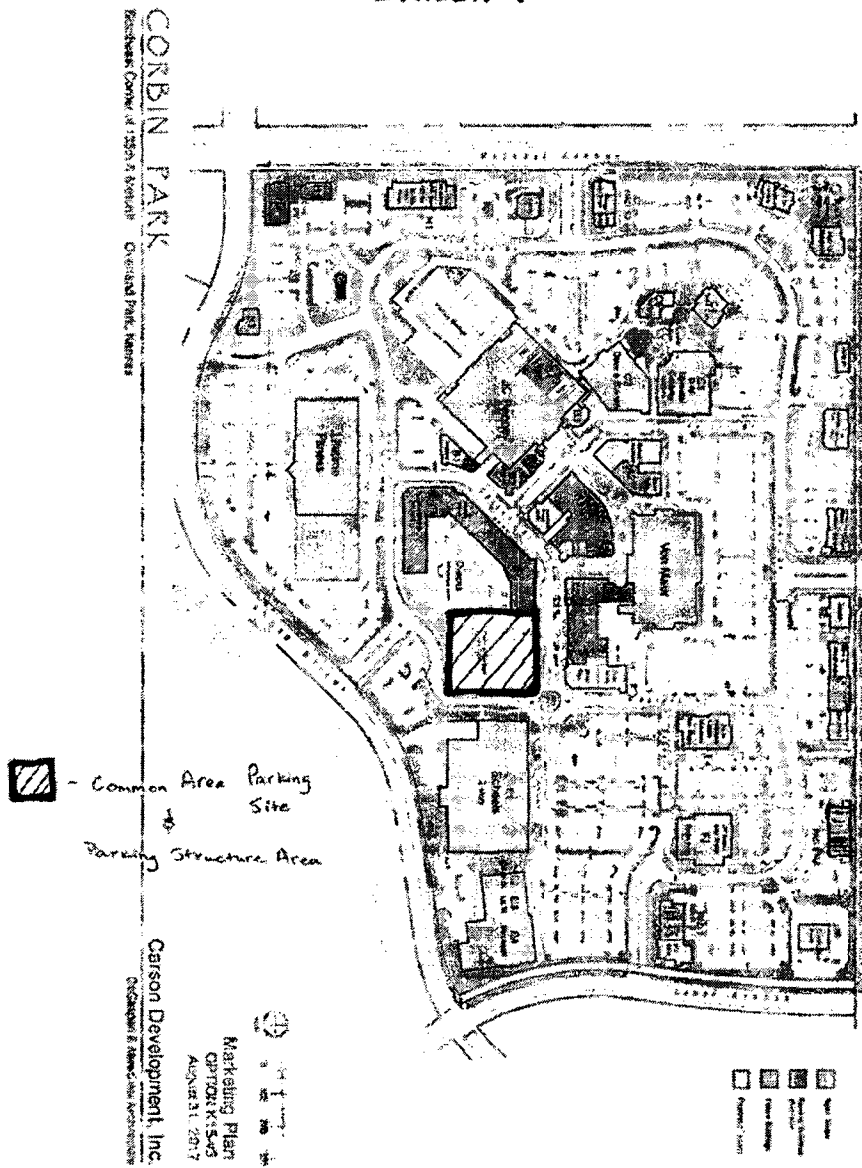


Exhibit F

(replaces Exhibit F from the Third Amendment)

Exhibit F



CONSENT AND SUBORDINATION BY DEVELOPER'S LENDER

THE UNDERSIGNED, Great Southern Bank ("Lender"), is the holder of a first priority lien which encumbers a portion of the shopping center commonly known as Corbin Park (such portion, the "Property"), as evidenced by that certain mortgage recorded on December 2, 2011 at Book 201112 and page 000453 (the "Mortgage"). Lender hereby consents to the within and foregoing Fourth Amendment to Declaration Regarding Construction, Operation and Reciprocal Easements and hereby subordinates the lien of the Mortgage thereto, and agrees that in the event of a foreclosure of the Mortgage or a transfer of all or any part of the Property pursuant to a power of sale under the Mortgage 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 Fourth Amendment to Declaration Regarding Construction, Operation and Reciprocal Easements.

IN WITNESS WHEREOF, Lender has executed this instrument as of the 2nd day of February, 2018.

GREAT SOUTHERN BANK

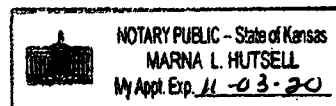
By: Matt Simon
 Name: Matt Simon
 Its: VP

STATE OF Kansas
 COUNTY OF Johnson SS.

The foregoing instrument was acknowledged before me this 2nd day of February 2018, by Matt Simon VP of GREAT SOUTHERN BANK, for and on behalf of GREAT SOUTHERN BANK.

Marna L. Hutsell
 Notary Public

My Commission Expires: 11-03-2020



CONSENT BY SCHEELS ALL SPORTS, INC.

THE UNDERSIGNED, Scheels All Sports, Inc., is the owner of certain property located in a portion of the shopping center commonly known as Corbin Park. Scheels All Sports, Inc., hereby consents to the within and foregoing Fourth Amendment to Declaration Regarding Construction, Operation and Reciprocal Easements.

IN WITNESS WHEREOF, Scheels All Sports, Inc., has executed this Consent as of the 22 day of January, 2018.

SCHEELS ALL SPORTS, INC., a North Dakota corporation

By: [Signature]

Name: Steve M Scheel

Title: CEO

STATE OF NORTH DAKOTA)

) SS.

COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 22 day of January, 2018, by Steve M Scheel, the CEO of Scheels All Sports, Inc., a North Dakota corporation, on behalf of said corporation.

[Signature]

Notary Public

My Commission Expires:

