

20130620-0008898

Electronic Recording 06/20/2013
Pages: 17 F: \$72.00 02:16:21 PM
Register of Deeds T20130046337
JO CO KS BK:201306 PG:008898

Title of Document: Declaration of Restrictive Covenants
Date of Document: June 18, 2013
Grantor: Aspen Square, Inc.
Grantee: Aspen Square, Inc.
Grantee's Mailing Address: 7242 W. 121st St.
Overland Park, KS 66213
Legal Description: See Exhibits A and B on pages 10 thru 14
Reference Document No:

573858
Please return to:
Robert L. Patterson
First American Title Insurance Company
911 Main St., Suite 2500
Kansas City, MO 64105

After recording, return to:
Stephen H. Hickok, Esq.
Barnes & Thornburg LLP
225 South Sixth Street, Suite 2800
Minneapolis, Minnesota 55402
(612) 367-8797

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("**Declaration**") is made this 18th day of June, 2013, by **ASPEN SQUARE, INC.**, a Kansas corporation, whose address is 7242 West 121st Street, Overland Park, Kansas 66213 ("**Declarant**").

A. Corbin Park is a retail shopping center located in Overland Park, Johnson County, Kansas generally located at the Southeast corner of 135th Street and Metcalf Avenue (the "**Shopping Center**").

B. A portion of the Shopping Center is owned by Declarant and legally described on **Exhibit A** attached hereto (the "**Restricted Property**").

C. Of even date herewith Declarant has sold a portion of the Shopping Center to Scheels All Sports, Inc., a North Dakota corporation ("**Scheels**"), which portion is legally described on **Exhibit B** attached hereto (the "**Scheels Parcel**").

D. In partial consideration of such sale, Declarant did covenant and agree to restrict certain uses and activities from the Restricted Property for the benefit of the Scheels Parcel, and the parties hereto desire to memorialize such restrictions.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the terms and conditions of the agreements between Declarant and Scheels, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

1. **Restrictive Covenant.**

- A. Restriction. The Restricted Property will not be used for the following purposes (the "**Restriction**"), unless otherwise agreed to by Scheels in writing in its sole discretion:

The operation a store which sells and/or rents (and may service and/or warehouse same in connection therewith) any of the

following, or which operates under any of the brand names set forth below, as applicable: (i) Sporting Goods (defined below); and/or (ii) bicycles and/or related equipment including, without limitation, biking shoes and biking specific apparel (collectively, "**Bicycle Equipment**"); and/or (iii) hunting and/or fishing equipment (collectively, "**Hunting Equipment**"); and/or (iv) golf equipment ("**Golf Equipment**"); and/or (v) a store operating under any of the following brand names: Oakley, Nike, Adidas, Under Armour, North Face, Columbia, Puma and Patagonia (collectively, "**Key Brand Name Stores**"), which, for clarification purposes, is that the name of the store uses the brand name (i.e., the "Nike Store") and not just that the store sells Nike brand name products; and/or (vi) up to two (2) additional Key Brand Name Stores, to be identified in the future, operating under any of the brand names determined in accordance with and subject to Section 1.G. below, in any such case (i) through (vi) above, without the then fee simple owner of the Scheels Parcel's prior written consent which may be granted or withheld in such owner's sole and absolute discretion. For purposes of this Declaration, "**Sporting Goods**" shall mean men's, women's and children's athletic sportswear and athletic apparel; athletic footwear; sunglasses; bicycles; fitness equipment; golf and racquet equipment; camping equipment; marine equipment; fishing and hunting equipment; water sports equipment; ski and snowboard equipment; and other equipment used primarily for sports and/or exercise (which does not include exercise or fitness studios, such as yoga, pilates, karate and the like).

- B. Exception to Restriction. Except for the operation of a Key Brand Name Store or a Future Key Brand Name Store (as defined in Section 1.G. below), and except for the sale of Bicycle Equipment, Hunting Equipment, and Golf Equipment, the Restriction shall not be deemed to prohibit or restrict the sale of Sporting Goods by other tenants or occupants of the Restricted Property provided that no other tenant or occupant may devote more than ten percent (10%) of its sales floor area to the collective display, promotion and sale of Sporting Goods, including any adjacent aisle space for the purpose of such calculation. Further, except for the operation of a Key Brand Name Store or a Future Key Brand Name Store, and except for the sale of Bicycle Equipment, Hunting Equipment, Golf Equipment and sunglasses, the Restriction shall not be deemed to prohibit or restrict the operation of up to three (3) stores devoted primarily to the sale of Sporting Goods (each a "**Permitted Small Shop**") in the Restricted Property if the size of each such Permitted Small Shop is less than 3,500 square feet each.

- C. Exempt Trade Name Stores. The Restriction shall have no application to any store operating solely under one of the trade names specified on **Exhibit C** attached hereto, subject to the other express terms of this Declaration.
- D. Allowed Uses. The Restriction shall have no application to and shall not restrict the operation of: (i) a Department Store, which shall be defined as a traditional full line general merchandise store occupying at least 75,000 square feet of sales floor area, and operating under a single trade name, including, but not limited to, stores such as Sears, Kohl's, Saks, Macy's, Neiman Marcus, Dillard's, JCPenney, Herberger's, Von Maur, Federated, or Nordstrom; (ii) any tenant or occupant operating a general men's, women's and/or children's apparel store, subject to the limitation specified in Section 1.B. herein with respect to the limitation on sales floor area devoted to the sale of Sporting Goods; (iii) up to two (2) occupants in the Shopping Center operating a business limited to and customarily categorized as a family shoe store, such as, without limitation, those operating under the trade names of Shoe Carnival, Famous Footwear, DSW, Off Broadway Shoes or Payless (it being understood that if there are ever more than two (2) such stores in the Shopping Center, then the addition of such third or additional store shall, notwithstanding anything to the contrary in this Declaration, be deemed a violation of the terms of this Declaration); (iv) any tenant or occupant operating primarily as a sports memorabilia store; or (v) any tenant or occupant operating a so-called "discount" general merchandise retail store, such as Target, Wal-Mart or Costco, subject to the limitation specified in Section 1.B. herein with respect to the limitation on sales floor area devoted to the sale of Sporting Goods.
- E. Additional Corbin Park Property. If in addition to the Restricted Property, any additional parcels of land within the Shopping Center (other than the Scheels Parcel) shall become within the ownership of Declarant or any person or entity controlled by Declarant, then, from and after such point, any such parcels of land shall thereafter be deemed to be part of the Restricted Property. Declarant shall notify Scheels in writing no less than thirty (30) days in advance of any such change in ownership and shall cause this Declaration to be recorded against any such parcel simultaneously with the acquisition thereof. For purposes of this Declaration, "control" shall mean the possession of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the above, if at the time Declarant (or affiliate) purchases an additional parcel, there exists on such additional parcel any tenant, user or occupant which

violates this Restriction (a "**Pre-Existing Tenant**"), then such Pre-Existing Tenant is grandfathered in and is excluded from the terms and conditions of this Restriction, but any future tenant, user or occupant of the space leased by such Pre-Existing Tenant shall be covered by this Restriction.

- F. Duration. Subject to the following terms of this Section 1.F., the Restriction shall continue through and including December 31, 2099, at which point it shall become null, void and of no further force or effect. Notwithstanding the terms of the preceding sentence, the Restriction shall become null and void if, subject to Unavoidable Delays, a Sporting Goods Store fails to open on or before December 31, 2015 or, beginning on January 1, 2016, a Sporting Goods Store (as defined below) is not operated on the Scheels Parcel for a period of more than three hundred sixty-five (365) consecutive days, subject to Unavoidable Delays (as defined below) and subject to temporary closures for remodeling, refixturing or refurbishing. For purposes of this Section 1.F. only, a "Sporting Goods Store" shall mean a building containing no less than 100,000 square feet of floor area, which building is primarily devoted to the sale of any Sporting Goods. For purposes herein, "Unavoidable Delays" shall mean delays caused by governmental orders or edicts, governmental rationing or allocation of materials, strikes, lockouts, fires, acts of God, disasters, riots, delays in transportation, shortages of labor or materials, failure or inability to obtain necessary governmental permits or approvals or any approval required under any covenants or agreements relating to the Scheels Parcel, or any other cause beyond the reasonable control of the operator of such store. The terms of this paragraph shall in no event be construed so as to require or imply that any business need be conducted on the Scheels Parcel. Upon the expiration or earlier termination of this Restriction, Scheels will execute a release or termination of this Restriction reasonably acceptable to Seller and its title company.
- G. Future Key Brand Name Stores. At any time from and after the date hereof and during the first seven (7) full years of the term of the Restriction, as determined in accordance with Section 1.F. herein, Scheels may identify up to two (2) additional Key Brand Name Stores ("**Future Key Brand Name Stores**"). In order for a Future Key Brand Name Store to be subject to this Restriction, there must have been sold by Scheels, its successors or assigns (within the proceeding twelve (12) month Period), the name brand merchandise of the Future Key Brand Name Store in excess of the following threshold: \$500,000 (indexed to the CPI-U with 2013 as the base year) of brand name merchandise from the Scheels Parcel (such threshold, the "**Sales Threshold**"). In the event sales of

brand name merchandise reach the Sales Threshold, then Scheels, at its sole discretion, may provide to Declarant and the then owner(s) of the Restricted Property a notice indicating that the Sales Threshold has been reached (the "**Future Key Brand Name Store Notice**"). The Future Key Brand Name Store Notice shall state the additional Future Key Brand Name Store(s) for which the Sales Threshold has been reached. Scheels shall then record against all of the Restricted Property an addendum or supplement to this Declaration identifying the Future Key Brand Name Store(s) identified in the Future Key Brand Name Store Notice (the "**Addendum**"). Upon recording of the Addendum, and then for the balance of the term of the Restriction, no store operating under the identified Key Brand Name(s) shall be permitted to open and operate on the Restricted Property. Notwithstanding the foregoing, but subject to the other terms of the Restriction, nothing contained in this Section 1.G. shall be deemed to prohibit or prevent the use or operation of any Future Key Brand Name Store if such proposed tenant or user has a signed letter of intent, lease or deed executed prior to the recording date of the Addendum.

- H. CPI-U. "**CPI-U**" shall mean the Consumer Price Index for All Urban Consumers (all items), published by the United States Department of Labor, Bureau of Labor Statistics ("**BLS**") (1982-1984 equals 100), U. S. Cities Average, or, in the event said index ceases to be published, by any successor index recommended as a substitute therefor by the United States Government or a comparable, non-partisan substitute reasonably designated by Scheels. If the BLS changes the base reference period for the Price Index from 1982-1984 equals 100, the CPI-U Percentage Increase shall be determined with the use of such conversion formula or table as may be published by the BLS.

2. **Proprietary Rights.** The trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) used by Scheels in connection with its operations from the Scheels Parcel are registered and/or the proprietary property of Scheels or its affiliates, and without the consent of Scheels, in its sole and absolute discretion, no usage of those marks or names shall be made by Declarant or by any owner, occupant, or tenant of the Restricted Property.

3. This Declaration may be amended, modified, or terminated only by the express written agreement of Declarant and Scheels, their successors and assigns.

4. The failure of Declarant and/or Scheels to notify any lessee, mortgagee or future owner of all or any portion of the Restricted Property of a violation of this Declaration shall not be deemed a waiver of any rights which Declarant and/or Scheels may otherwise have at law or in equity.

5. This Declaration shall be governed by and construed in accordance with the laws of the State of Kansas.

6. This Declaration is for the benefit of Scheels and Declarant and the from time to time owners of the Scheels Parcel, and their heirs, devisees, assigns, and trustees, and may only be enforced by such parties. No other person or entity shall be entitled to claim a breach of this Declaration or to enforce the covenants, conditions and restrictions contained herein, judicially or otherwise.

7. In the event that Scheels or Declarant shall file a proceeding against an owner or occupant of property within the Restricted Property, whether at law or in equity, for violation of this Declaration, the prevailing party shall be entitled to receive reimbursement of reasonable attorneys' fees and cost, including court costs, if any, from the other party.

8. Should any provision of this Declaration be or become invalid, void, illegal or unenforceable, it shall be considered separate and severable from this Declaration, and the remaining provisions shall remain in force and be binding as though such invalid, void, illegal, or unenforceable provision had not been included.

9. The terms and conditions of this Declaration, including the terms of any recorded Addendum, shall run with the land and be binding upon and inure to the benefit of the Declarant, Scheels, and their successors and assigns.

10. In the event that any person or firm violates the terms of this Declaration, Scheels shall give the defaulting person or firm thirty (30) days' written notice specifically identifying the violation. If the violation continues beyond the 30-day written notice, Scheels or its designee shall be entitled to bring a District Court action against the violator, or to pursue any other remedy available at law or in equity. In the event of any violation of this Declaration, it would be difficult (if not impossible) to quantify the damages resulting from the violation. Accordingly (but without limiting the preceding terms of this Section 10), Scheels, its successors and assigns, and all future owners, occupants and tenants of the Scheels Parcel shall, at their sole option, be entitled to entry of a temporary restraining order, preliminary injunction and permanent injunction to restrain any violation of this Declaration.

11. In the event Declarant desires to lease or sell a portion of the Restricted Property for a use prohibited under this Declaration, then Declarant shall provide written notice of the same to Scheels. Scheels shall have the right, in its sole discretion, to approve or disapprove such prohibited use within thirty (30) days after such written request by Declarant. If Scheels fails to approve or disapprove such use within such 30-day period, then Scheels shall be deemed to disapprove such use.

NOTICE

THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES, INCLUDING THOSE LEASING, PURCHASING OR ACQUIRING AN INTEREST IN ANY PORTION OF THE RESTRICTED PROPERTY, OF THE EXPRESS COVENANTS, CONDITIONS, AND RESTRICTIONS PLACED UPON THE RESTRICTED PROPERTY, AND SHALL FURTHER SERVE AS NOTICE THAT, SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED, SCHEELS, ITS SUCCESSORS AND ASSIGNS, MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED HEREIN AND PROVIDED AT LAW OR IN EQUITY.

[signature set forth on the following page]

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

ASPEN SQUARE, INC., a Kansas corporation

By: [Signature]
Name: MIKE SCHLAF
Title: President

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 18 day of June, 2013, before me, the undersigned, a Notary Public for the State of Kansas, personally appeared Michael Schlaf, the president of Aspen Square, Inc., a Kansas corporation, on behalf of the corporation.



[Signature]
Signature
Amy Carroll
Print Name

Notary Public for the State of Kansas
Residing at Urich, MO
My Commission expires: 5-7-17

EXHIBIT A
TO DECLARATION OF RESTRICTIVE COVENANTS
RESTRICTED PROPERTY

PARCEL 1:

ALL OF TRACT M, CORBIN PARK, SECOND PLAT, ALL OF TRACT Q, CORBIN PARK, THIRD PLAT, ALL OF TRACTS R AND S, CORBIN PARK, FIFTH PLAT, ALL OF LOT 18 AND TRACT U, CORBIN PARK, SIXTH PLAT, ALL OF LOT 19 AND TRACT V, CORBIN PARK, SEVENTH PLAT, ALL OF LOT 20, CORBIN PARK, EIGHTH PLAT, ALL OF LOT 22, CORBIN PARK, NINTH PLAT, ALL OF LOTS 25 AND 27, CORBIN PARK, ELEVENTH PLAT, ALL OF LOT 30, AND TRACT B, CORBIN PARK, FOURTEENTH PLAT, ALL OF LOT 5, CORBIN PARK, SEVENTEENTH PLAT AND ALL OF LOT 6, CORBIN PARK, EIGHTEENTH PLAT, ALL SUBDIVISIONS OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

AND

TRACT H, CORBIN PARK, SIXTEENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

PARCEL 2:

A TRACT OF LAND IN 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 1100.52 FEET TO A POINT; THENCE NORTH 88° 05' 54" EAST A DISTANCE OF 301.71 FEET TO A POINT ON THE WEST LINE OF TRACT M, CORBIN PARK, SECOND PLAT, THE POINT OF BEGINNING; THENCE NORTH 1° 54' 22" WEST ALONG THE WEST LINE OF SAID TRACT M A DISTANCE OF 170.31 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE WEST LINE OF SAID TRACT M AND 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 ALONG THE WEST LINE OF SAID TRACT M A DISTANCE OF 279.78 FEET A POINT; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WESTERLY AND NORTHERLY LINE OF SAID TRACT M AND 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 484.69 FEET TO A POINT; THENCE SOUTH 84° 30' 33" EAST ALONG THE NORTH LINE OF SAID TRACT M A DISTANCE OF 234.67 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID TRACT M AND 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 ALONG THE NORTH LINE OF SAID TRACT M A DISTANCE OF 758.18 FEET TO A POINT; THENCE IN A NORTHEASTERLY

DIRECTION ALONG THE NORTH LINE OF SAID TRACT M AND 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 ALONG THE NORTH LINE OF SAID TRACT M A DISTANCE OF 128.21 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID TRACT M AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 884.76 FEET, THROUGH A CENTRAL ANGLE OF 10° 56' 23", AN ARC DISTANCE OF 168.93 FEET TO A POINT; THENCE NORTH 86° 35' 20" EAST ALONG THE NORTH LINE OF SAID TRACT M A DISTANCE OF 63.01 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHERLY AND EASTERLY LINE OF SAID TRACT M AND 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 ALONG THE EAST LINE OF SAID TRACT M A DISTANCE OF 196.72 FEET TO A POINT; THENCE IN A LEFT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 13° 44' 53", AN ARC DISTANCE OF 95.98 FEET TO A POINT; THENCE SOUTH 15° 39' 14" EAST ALONG THE EAST LINE OF SAID TRACT M A DISTANCE OF 6.97 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE EASTERLY LINE OF SAID TRACT M AND 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 THE POINT ON THE EASTERLY LINE OF TRACT Q, CORBIN PARK, THIRD PLAT; THENCE SOUTH 28° 11' 54" EAST ALONG THE EASTERLY LINE OF SAID TRACT Q AND THE NORTHERLY LINE OF LOT 22, CORBIN PARK, NINTH PLAT A DISTANCE OF 26.84 TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT 22 AND ALONG A CURVE TO THE RIGHT WHOSE INITIAL TANGENT BEARS NORTH 67° 27' 08" EAST, HAVING A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 13° 07' 47", AN ARC DISTANCE OF 43.08 FEET TO A POINT; THENCE NORTH 80° 34' 55" EAST ALONG THE NORTH LINE OF SAID LOT 22 A DISTANCE OF 75.06 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT 22 AND ALONG A CURVE TO RIGHT, HAVING A RADIUS OF 438.00 FEET, THROUGH A CENTRAL ANGLE OF 7° 30' 50", AN ARC DISTANCE OF 57.44 FEET TO A POINT; THENCE NORTH 88° 05' 45" EAST ALONG THE NORTH LINE OF SAID LOT 22 A DISTANCE OF 100.16 FEET TO THE NORTHEAST CORNER THEREOF; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE EAST LINE OF SAID LOT 22 AND ALONG A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS SOUTH 3° 12' 14" WEST, HAVING A RADIUS OF 915.00 FEET, THROUGH A CENTRAL ANGLE OF 32° 03' 16", AN ARC DISTANCE OF 511.90 FEET TO A POINT; THENCE SOUTH 28° 51' 02" EAST ALONG THE EAST LINE OF SAID LOT 22 A DISTANCE OF 11.06 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 138TH STREET AS ESTABLISHED BY THE FINAL PLAT OF CORBIN PARK, FIRST PLAT; 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° 22' 46" WEST, HAVING A RADIUS OF 610.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 06' 31", AN ARC DISTANCE OF 192.80 FEET TO A POINT; THENCE SOUTH 79° 29' 17" 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° 41' 13", AN ARC DISTANCE OF 417.68 FEET TO A POINT; THENCE SOUTH 41° 48' 04" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF 138TH STREET A DISTANCE OF 2.49 FEET TO THE EASTERNMOST CORNER OF TRACT F, CORBIN PARK, SECOND PLAT; THENCE NORTH 48° 11' 56" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT F A DISTANCE OF 30.54 FEET TO A POINT; THENCE IN A

NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINE OF SAID TRACT F AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 962.00 FEET, THROUGH A CENTRAL ANGLE OF 1° 17' 34", AN ARC DISTANCE OF 21.71 FEET TO A POINT; THENCE NORTH 46° 54' 22" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT F A DISTANCE OF 131.12 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINE OF SAID TRACT F AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 962.00 FEET, THROUGH A CENTRAL ANGLE OF 2° 48' 33", AN ARC DISTANCE OF 47.17 FEET TO A POINT; THENCE NORTH 20° 41' 18" EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT F A DISTANCE OF 12.67 FEET TO THE SOUTHERNMOST CORNER OF SAID TRACT Q; THENCE NORTH 46° 54' 22" WEST ALONG THE WESTERLY LINE OF SAID TRACT Q A DISTANCE OF 24.00 FEET (AS DEEDED; 25.00 FEET, AS MEASURED) TO A POINT ON THE SOUTH LINE OF SAID TRACT M; THENCE SOUTH 43° 05' 38" WEST ALONG THE SOUTH LINE OF SAID TRACT M A DISTANCE OF 31.56 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID TRACT M AND 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 196.35 FEET TO A POINT; THENCE SOUTH 88° 05' 38" WEST ALONG THE SOUTH LINE OF SAID TRACT M A DISTANCE OF 506.35 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID TRACT M AND 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 67° 35' 17" WEST ALONG THE SOUTH LINE OF SAID TRACT M A DISTANCE OF 91.72 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID TRACT M AND 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 ALONG THE WEST LINE OF SAID TRACT M A DISTANCE OF 96.50 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE WEST LINE OF SAID TRACT M AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 15° 12' 40", AN ARC DISTANCE OF 132.74 FEET TO A POINT; THENCE NORTH 7° 54' 30" WEST ALONG THE WEST LINE OF SAID TRACT M A DISTANCE OF 28.66 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE WEST LINE OF SAID TRACT M AND 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;

EXCEPT THE FOLLOWING PLATTED AS: ALL OF TRACT M, CORBIN PARK, SECOND PLAT, ALL OF TRACT Q, CORBIN PARK, THIRD PLAT, ALL OF LOT 17 ALL OF TRACTS R AND S, CORBIN PARK, FIFTH PLAT, ALL OF LOT 18 AND TRACT U, CORBIN PARK, SIXTH PLAT, ALL OF LOT 19 AND TRACT V, CORBIN PARK, SEVENTH PLAT, ALL OF LOT 20, CORBIN PARK, EIGHTH PLAT, ALL OF LOT 22, CORBIN PARK, NINTH PLAT, ALL OF LOTS 25, 26 AND 27, CORBIN PARK, ELEVENTH PLAT, ALL OF LOTS 28 AND 30, AND TRACT B, CORBIN PARK, FOURTEENTH PLAT, ALL OF LOT 5, CORBIN PARK, SEVENTEENTH PLAT AND ALL OF LOT 6, CORBIN PARK, EIGHTEENTH PLAT, ALL SUBDIVISIONS OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS AND EXCEPT ANY OTHER PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

PARCELS 1 AND 2 ARE NOW KNOWN AS

PARCEL 1:

ALL OF TRACT M, CORBIN PARK, SECOND PLAT, ALL OF TRACT Q, CORBIN PARK, THIRD PLAT, ALL OF TRACTS R AND S, CORBIN PARK, FIFTH PLAT, ALL OF LOT 18 AND TRACT U, CORBIN PARK, SIXTH PLAT, ALL OF LOT 19 AND TRACT V, CORBIN PARK, SEVENTH PLAT, ALL OF LOTS 25 AND 27, CORBIN PARK, ELEVENTH PLAT, ALL OF LOT 30, AND TRACT B, CORBIN PARK, FOURTEENTH PLAT AND ALL OF LOT 5, CORBIN PARK, SEVENTEENTH PLAT, ALL SUBDIVISIONS OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART NOW PLATTED AS CORBIN PARK, NINETEENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

AND

TRACT H, CORBIN PARK, SIXTEENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

PARCEL 2:

LOTS 35, 36, 37 AND TRACTS W AND X, CORBIN PARK, NINETEENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

PARCEL 3:

LOT 28, CORBIN PARK, FOURTEENTH PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

201306200008898_15

EXHIBIT B
TO DECLARATION OF RESTRICTIVE COVENANTS
SCHEELS PARCEL

Lot 35, Corbin Park, Nineteenth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas.

14

Exhibit B

**EXHIBIT C
TO DECLARATION OF RESTRICTIVE COVENANTS**

PERMITTED TRADE NAMES

A/X Armani Exchange; John Atencio; Abercrombie; Johnny Rockets; Abercrombie & Fitch; Journeys; Aéropostale; Justice; ALDO; La Sandia; ALDO Accessories; Lego; American Eagle Outfitters; LensCrafters; American Girl; Lids; Army's Hallmark; The Limited; Ann Taylor; Little Bugs; Anthropologie; Local Charm; Apple; LOFT; Arden B.; Love Culture; Arthaus Furniture; Lucky Brand Jeans; The Art of Shaving; Lucy; AT&T Mobility; Lululemon Athletica; Aveda; M.A.C. Cosmetics; Banana Republic; Bare Escentuals; Make Up Store; Bath & Body Works; Merrell; Ben & Jerry's; Michael Kors; Ben Bridge Jeweler; Michael of the Carlyle; The Body Shop; Microsoft Store; Brighton Collectibles; Mrs. Fields Cookies; BRIO Tuscan Grille; Nordstrom; Brooks Brothers; Brookstone; Oriental Chi Massage; Cahcé; OshKosh B'Gosh; Cajun & Grill; P.F. Chang's China Bistro; California Café; PacSun; California Pizza Kitchen; Panda Express; Car Toys; Papyrus; Champps; Paradise Pen Company; Charley's Grilled Subs; Pedigree Pet Shop; The Cheesecake Factory; The Picture People; Chick-fil-A; Pottery Barn; Chico's; Pottery Barn Kids; The Children's Place; Qwest Solutions Center; Claire's; Red Robin; Coach; Renzlo's; Coldwater Creek; Rosey's; Colorado Baggage Company; Sbarro; The Kansas City Store; the Kansas Sampler; Sephora; Colorado Villa Décor; Silver Jeans Co.; Crate & Barrel; SKECHERS; Crocs; Sleep Number by Select Comfort; Cru A Wine Bar; Soft Surroundings; Dairy Queen/Orange Julius; Diamond Wireless; Soma Intimates; Squeeze; Dillard's Starbucks; Earl's; Steve Madden; Ecco; Stride Rite; Eddie Bauer; Subway; Europtics; Sundance Co.; Express; Fast Fix Jewelry & Watch Repair; Swarovski; Field of Dreams; Sweet Factory; Taco Bell; Fish City Grill; Talbots; Flip Flop Shop; Teavana; Tesla; Forever 21; Thai Basil; Franklin Covey; Things Remembered; Gap; T-Mobile; GapKids; Tommy Bahama; GNC; TONI&GUY; Godiva Chocolatier; Travelex; Grand Lux Café; True Religion Brand Jeans; GUESS; Urban Outfitters; Gymboree; Vanns; Hanna Andersson; Vera Bradley; Helzberg Diamonds; Hollister Co.; The Walking Company; Hot Mama; Wasabi Jane; Hot Topic; Wetzels' Pretzels; It's Your Move; White Chocolate Grill; J. Crew; White House Black Market; J. Jill; Williams-Sonoma; Janie and Jack; Zone E; JCPenney; Zales Jewelers; Macys Department Store; Target; Super Target; Wal-Mart; Costco; Home Depot; Lowe's Home Improvement; T.J. Maxx; Marshalls; Big Lots; Petco; Dillards; Herberger's; JCPenney Salon & Spa; Zumiez; BJ's Wholesale Club; Sam's Club; Ulta Cosmetics; Ross Stores, Inc.; Shoe Pavilion, Inc.; Stein Mart, Inc.; Burlington Coat Factory; Dress Barn; Filene's Basement; Charming Shoppes; Old Navy; The Buckle; Christopher & Banks; Romy; Vanity; Victoria's Secret; Wet Seal; C.J. Banks; Boscov's; Danskin; Fashion Bug; Lerner; Lord & Taylor; Simply Dresses; Spiegel; Timberland; Woman Within; Paul Fredrick; Jos. A. Bank; Polo Ralph Lauren; Rue 21; Urban Outfitters; Sears; CVS; Walgreens; Meridian Boutique; Neecee's; Cricket Clothing Company; Catherine's; Christmas Tree Shoppes; Harmon Stores; buybuy Baby; Gordman's; Nordstrom Rack; Barnes and Noble; Hastings; Party City; Party America; Staples; Whole Food; Rosauers; LazyBoy; Ethan Allen; Build-A-Bear Workshop; Country Cottage; Crazy 8; Deb Shops; Fuddruckers; GameStop; Happy Days; Icing; Maurices; Motherhood Maternity; Radio Shack; Spencer's; Burberry; Calvin Klein Collection; Disney Fashion; Levi's;

201306200008898_17

United Colors of Benetton; Wrangler; Harmon Health & Beauty; Famous Footwear; Jo-Ann Stores; Layne Bryant; Meridian; Stockman Bank; Wells Fargo Bank; U. S. Bank; Yellowstone Bank; Western Security Bank; Cost Plus World Market; Toys "R" Us; Kids "R" Us; Babies "R" Us; Gainan's; Bed, Bath and Beyond; Best Buy; PetSmart; Office Depot; Office Max; Gap Outlet; DSW; Belk; Ann, Inc.; Casey's General Stores; Brown Shoe; Apple Stores/iTunes; Charlotte Russe; Collective Brands; Payless ShoeSource; Dollar General; Ascena Retail Group; Hobby Lobby; Kirkland's; Liz Claiborne; Neiman Marcus Group; Trader Joe's; Safeway; Dollar Store; H&M; BCGB; Maxazria; Coach Outlet; Sprouts; and \$.99 Only Stores.