

## SHARED FACILITIES AGREEMENT

THIS AGREEMENT is made effective as of the 12<sup>th</sup> day of October, 2006, by and between **THE RESERVE HOMEOWNERS ASSOCIATION**, a Kansas not-for-profit corporation ("**Reserve Association**") and **RESERVE TOWNHOMES, LLC**, a Kansas limited liability company ("**Sundance**").

### RECITALS:

A. The Reserve Association was allocated certain rights, duties and responsibilities pursuant to The Reserve Declaration of Covenants, Conditions and Regulations dated November 28, 2005, and recorded November 28, 2005 in Book 200511, Page 9815, as Instrument No. T20050065777 with the Register of Deeds of Johnson County, Kansas (the "**Reserve Declaration**").

B. The land subject to the Reserve Declaration as of the date hereof (as the same may be increased or decreased pursuant to the Reserve Declaration, the "**Reserve District**") is described on Exhibit A attached hereto and incorporated herein by reference.

C. Sundance purchased the land described on Exhibit B attached hereto and incorporated herein by reference (the "**Townhome District**") and contemplates developing either condominiums or townhomes on the Townhome District and the formation of a not-for-profit homeowner's association to govern such development (such to-be-formed association is hereinafter referred to as the "**Townhome Association**"). The documents governing the operation of the Townhome Association are hereinafter referred to as the "**Townhome Declaration**."

D. The Reserve Association owns the real property in the Reserve District described on Exhibit C attached hereto and incorporated herein by reference, together with all improvements located thereon (collectively, the "**Shared Facilities**").

E. Sundance has requested that the Reserve Association grant the Owners of the Townhome District the use and enjoyment of the Shared Facilities, together with the Owners of the Reserve District, in return for the Townhome Association's (and/or Owners of the Townhome District) contribution of a portion of the maintenance and other expenses for the Shared Facilities.

F. The parties desire to enter into this Agreement to provide for the maintenance, use and enjoyment of the Shared Facilities and for the other purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the payment of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## ARTICLE 1 DEFINITIONS

The following terms as used in this Agreement shall have the meanings set forth below unless the context clearly requires otherwise:

- 1.1 **"Association"** shall mean the Townhome Association and/or the Reserve Association, as applicable.
- 1.2 **"Townhome Approval"** shall mean approval of the Townhome Association in accordance with the terms of the governing instruments of the Townhome Declaration.
- 1.3 **"Improved Lot"** shall mean any Lot, Lots, or parts thereof upon which a residence has been built. Notwithstanding the foregoing, no Lot shall be deemed an Improved Lot if such Lot is owned by either Sundance or Pulte Homes of Greater Kansas City, Inc. and the residence located thereon is unoccupied.
- 1.4 **"Lot"** shall mean each platted lot (and/or condominium unit, as applicable) subject to either the Townhome Declaration or the Reserve Association, whether improved or unimproved.
- 1.5 **"Master District"** means the Townhome District and the Reserve District.
- 1.6 **"Owner"** means the record owner, whether one or more persons or entities, of fee simple title to an Improved Lot in the Master District.
- 1.7 **"Reserve Approval"** shall mean approval of the Reserve Association in accordance with the terms of the Reserve Declaration.

## ARTICLE 2 SHARED FACILITIES COMMITTEE

- 2.1 **Formation.** There shall be formed a committee under the Reserve Association (the **"Shared Facilities Committee"**) to oversee and manage the maintenance, assessments, activities and decisions associated with the Shared Facilities. The Shared Facilities Committee shall initially consist of 5 members (the **"Shared Facilities Committee Members"**), 3 of which shall represent the Reserve Association and 2 of which shall represent the Townhome Association. Each Association shall elect its Shared Facilities Committee Members in accordance with the terms of its respective homes association declaration. The number of Shared Facilities Committee Members shall only be changed upon both Townhome Approval and Reserve Approval.
- 2.2 **Action by the Shared Facilities Committee.** Subject to Article 4 below, all maintenance, assessments, activities and decisions associated with the Shared Facilities, including the annual budget for the Shared Facilities, shall be governed by the Shared Facilities Committee. No action of the Shared Facilities Committee shall be binding on the Associations

unless such action was approved by a majority (i.e., greater than fifty percent (50%)) of the Shared Facilities Committee Members.

2.3 **Successors and Assigns.** Sundance hereby declares that all of the Townhome District shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges, which are for the purpose of protecting the value and desirability of the Townhome District, and which shall run with the Townhome District and be binding on and shall inure to the benefit of all parties having any right, title or interest in the described Townhome District or any part thereof, including their heirs, successors and assigns.

### **ARTICLE 3** **MAINTENANCE OBLIGATION AND COSTS**

3.1 **Maintenance Obligation.** The Reserve Association, through the Shared Facilities Committee, shall be responsible for maintaining and insuring the Shared Facilities. If the Reserve Association does not adequately perform its maintenance and insurance obligations, in the reasonable discretion of the Townhome Association, the Townhome Association shall have the right to perform the maintenance and insurance obligations on behalf of the Reserve Association. Any costs and expenses incurred by the Townhome Association in connection with its performance of the maintenance and insurance obligations shall be included in the Shared Facilities Assessment (as defined below).

3.2 **Assessments.** Each Owner of any Lot in the Townhome District, by acceptance of a deed therefor or possession thereof (whether or not it shall be so expressed in any such deed or other conveyance), is deemed personally and individually to covenant and agree to pay to the Reserve Association the Assessments authorized under this Agreement. All such Assessments shall be fixed, established and collected from time to time as provided in the Reserve Declaration. The Assessments, together with interest thereon, attorneys' fees and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. This personal obligation shall pass to each Owner's successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to an Owner's Lot.

3.3 **Shared Facilities Assessment.** The annual costs and expenses associated with improving, maintaining, securing and insuring the Shared Facilities (the "**Shared Facilities Assessment**") shall be levied against all the Owners in the Master District in the same manner as all other annual assessments and charges levied against the Owners, and the terms and provisions in the Reserve Declaration regarding annual assessments shall apply to the Shared Facilities Assessment. The Owners or the Associations, on their respective Owner's behalf, shall each contribute their respective "Pro Rata Share" (as defined below) of the Shared Facilities Assessment including, without limitation, the cost of (i) maintaining insurance on the Shared Facilities as required by Section 6.1 below, (ii) performing all Shared Facilities Maintenance (including, without limitation, the cost of all personnel necessary to perform such maintenance)

and (iii) the cost of any betterments. The "Pro Rata Share" of each Owner shall be determined by dividing the Shared Facilities Assessment for any given year by the total number of Improved Lots at the time the Shared Facilities Assessment is levied, with such Shared Facilities Assessment being prorated for partial years (e.g., if a particular Lot is only an Improved Lot for 40% of a year, the Owner of such Improved Lot shall only pay 40% of an Owner's Pro Rata Share of such Shared Facilities Assessment for such year).

3.4 **Special Assessments.** Any special assessment against the Shared Facilities approved by the Shared Facilities Committee and not included in the annual Shared Facilities Assessment (a "**Special Assessment**") shall be levied against the Owners in the same manner as the Shared Facilities Assessment. The Pro Rata Share of each Owner for any Special Assessment shall be determined by dividing the amount of the Special Assessment by the total number of Improved Lots at the time the Special Assessment is levied.

3.5 **No Waiver or Offset.** No Owner shall be exempt from payment of their Pro Rata Share of the Shared Facilities Assessment or any Special Assessment for any reason, including waiver of the use or enjoyment of the Shared Facilities or nonuse thereof. The Shared Facilities Assessment and any Special Assessments shall be payable in the amounts specified in the notices thereof given by the Reserve Association, and there shall be no offsets against such amounts for any reason.

3.6 **Default.** If there is a default under this Agreement, then the Reserve Association shall have the right, but not the obligation, to prevent any and all defaulting Owners from using any portion of the Shared Facilities until such time as such defaulting Owner shall have cured such Default, including, without limitation, the payment of any late fees or interest required by the Shared Facilities Committee.

3.6 **Delinquency in Payment of Assessments.** Any Assessment provided for in this Declaration which is not paid when due, shall be delinquent. With respect to each Assessment not paid within fifteen (15) days after its due date, the Reserve Association may, at its election, require the Owner or the Townhome Association to pay a "late charge" in a sum to be determined by the Shared Facilities Committee and applied uniformly. If any such Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the lesser of (a) such rate as may be approved by the Shared Facilities Committee, or (b) the highest rate permitted by Kansas law, and the Reserve Association may, at its option, bring an action at law against the Townhome Association or the Owner personally obligated to pay the same, or foreclose the lien (provided for in Section 3.2 hereof) against the Lot, and there shall be added to the amount of such Assessment the late charge, the "**Delinquency Costs**" (which may include, without limitation, any costs incurred by the Reserve Association in connection with the delinquency, whether or not legal proceedings are initiated), the costs of preparing and filing a complaint in such action and reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include all Assessments accrued from date of suit to judgment, increased by such late charges, Delinquency Costs, plus interest. Each Owner of any portion of the Townhome District vests in the Reserve Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments.

3.7 **Subordination of Lien.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a mortgage or trust deed or any proceeding or deed in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

#### **ARTICLE 4** **ACTIONS REQUIRING APPROVAL**

4.1 **Special Assessments.** Any action of the Shared Facilities Committee which results in a Special Assessment greater than sixty-six percent (66%) of the Shared Facilities Assessment for that year shall require both Townhome Approval and Reserve Approval.

4.2 **Shared Facilities Budget.** The annual budget for the Shared Facilities shall not increase by more than five percent (5%) of the prior year assessments without both Townhome Approval and Reserve Approval.

#### **ARTICLE 5** **EASEMENTS AND LICENSES**

5.1 **Grant to Townhome Association.** The Townhome Association is hereby granted the right, privilege and easement to enter upon the Shared Facilities to the extent necessary for the purposes of (a) maintaining, repairing and replacing improvements on the Shared Facilities, and (b) doing all other things which the Townhome Association shall be privileged or obligated to do as set forth in this Agreement or that the Shared Facilities Committee shall deem desirable for the neat and attractive appearance and beautification of the Shared Facilities.

5.2 **Grant to Owners.** The Reserve Association hereby grants to each Owner, their tenants, successors and assigns, the non-exclusive, perpetual right, privilege and easement to use and enjoy the Shared Facilities for the respective intended purposes for which the Shared Facilities are constructed, designed and intended, subject, however, to all of the provisions of this Agreement, and any reasonable rules and regulations of general application which the Shared Facilities Committee may adopt from time to time.

#### **ARTICLE 6** **INSURANCE; WAIVER OF SUBROGATION**

6.1 **Shared Facilities Insurance.** The Reserve Association shall obtain and maintain (a) property insurance insuring all Shared Facilities against loss by fire and such other perils as are covered by a standard fire insurance policy with a so-called "extended coverage" endorsement, to the full replacement value of the improvements included in the Shared Facilities; (b) comprehensive public liability insurance on the Shared Facilities; and (c) such other property,

liability and other insurance as may be deemed necessary by the Shared Facilities Committee. The Townhome Association shall be included as an additional insured party on such insurance policies and the premiums for all of such insurance shall be included in the Shared Facilities Assessment.

6.2 **Waiver of Subrogation.** To the extent feasible, all policies of insurance obtained by the either Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. So long as the policies of insurance provided for herein shall state that a mutual release as provided for in this Section shall not affect the right of recovery thereunder, and further provide coverage for the matters for which the release herein is given, all named insureds and all parties claiming under them shall, and do by these presents, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by either Association, regardless of the cause of damage or loss.

## **ARTICLE 7** **TERM AND AMENDMENT**

7.1 **Term.** This Agreement shall continue in full force and effect until October 31, 2036. Thereafter, unless an instrument signed by both the Townhome Association and the Reserve Association shall be recorded with the Register of Deeds for Johnson County, Kansas (or its successor office) directing the termination of this Agreement, this Agreement shall be automatically continued without any further notice for an additional period of 5 years and thereafter for successive periods of 5 years each.

7.2 **Amendment.** This Agreement shall not be amended, modified or terminated except by written instrument signed by the Townhome Association and the Reserve Association.

## **ARTICLE 8** **GENERAL PROVISIONS**

8.1 **Severability.** If any provision of this Agreement or the application thereof in any circumstance is held invalid, the validity of the remainder of this Agreement and of the application of such provision in other circumstances shall not be affected thereby.

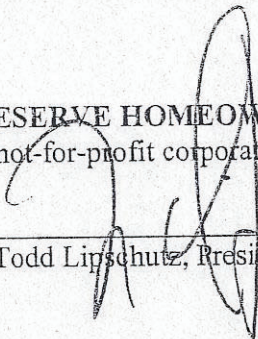
8.2 **Counterpart Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

THE RESERVE HOMEOWNERS ASSOCIATION, a  
Kansas not-for-profit corporation

By:   
Todd Lipschutz, President

RESERVE TOWNHOMES, LLC, a Kansas limited  
liability company

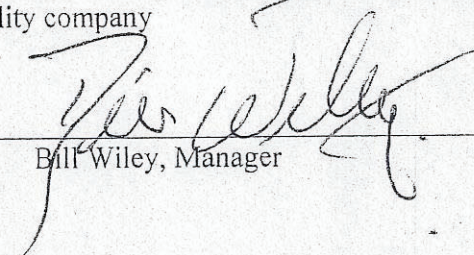
By: \_\_\_\_\_  
Bill Wiley, Manager

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**THE RESERVE HOMEOWNERS ASSOCIATION**, a  
Kansas not-for-profit corporation

By: \_\_\_\_\_  
Todd Lipschutz, President

**RESERVE TOWNHOMES, LLC**, a Kansas limited  
liability company

By:  \_\_\_\_\_  
Bill Wiley, Manager

STATE OF Kansas )  
 ) SS.  
COUNTY OF Johnson )

BE IT REMEMBERED, that on this 12th day of October, 2006, before me, a Notary Public in and for said County and State, personally appeared Todd Lipschutz, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the president of **THE RESERVE HOMEOWNERS ASSOCIATION**, a Kansas not-for-profit corporation, and that said he executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

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

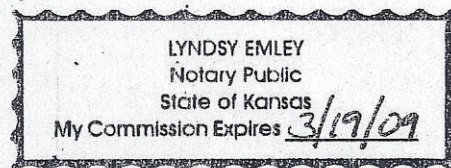
My Commission Expires:

3/19/09

Lyndsy Emley  
Notary Public

Printed Name: Lyndsy Emley

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )



BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public in and for said County and State, personally appeared Bill Wiley, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the Manager of **RESERVE TOWNHOMES, LLC**, a Kansas limited liability company, and that he executed said instrument on behalf of said company by authority of its members, and said person acknowledged said instrument to be the free 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.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public in and for said County and State, personally appeared Todd Lipschutz, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the president of **THE RESERVE HOMEOWNERS ASSOCIATION**, a Kansas not-for-profit corporation, and that said he executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires: \_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF JACKSON )

BE IT REMEMBERED, that on this 12<sup>th</sup> day of OCTOBER, 2006, before me, a Notary Public in and for said County and State, personally appeared Bill Wiley, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the Manager of **RESERVE TOWNHOMES, LLC**, a Kansas limited liability company, and that he executed said instrument on behalf of said company by authority of its members, and said person acknowledged said instrument to be the free 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.

My Commission Expires: \_\_\_\_\_

2-15-10

Teresa M. Sleeth  
Notary Public

Printed Name: TERESA M. SLEETH

Teresa M. Sleeth  
Notary Public - Notary Seal  
State of Missouri - Jackson County  
Commission # 06437713  
My Commission Exp: 2-15-10

## EXHIBIT A

### Legal Description of Reserve District

All of the real property platted as RESERVE, FIRST PLAT (Lots 1 through 75 and Tracts A, B, E and F), a subdivision of land in the City of Lenexa, Johnson County, Kansas, according to the plat thereof, recorded on June 6, 2005 in Book 200506, at Page 002607 of the real estate records in the Johnson County, Kansas Register of Deeds Office.

EXCEPT Tracts C and D thereof, which are excluded from the terms of the foregoing Declaration.

together with:

All of the real property platted as RESERVE, SECOND PLAT (Lots 76 through 80 and Tracts G, H, I, J, K and L), a subdivision of land in the City of Lenexa, Johnson County, Kansas, according to the plat thereof, recorded on July 18, 2005 in Book 200507, at Page 006752 of the real estate records in the Johnson County, Kansas Register of Deeds Office.

together with:

All of the real property platted as RESERVE, THIRD PLAT (Lots 81 through 154 and Tract M), a subdivision of land in the City of Lenexa, Johnson County, Kansas, according to the plat thereof, recorded on July 18, 2005 in Book 200507, at Page 006753 of the real estate records in the Johnson County, Kansas Register of Deeds Office.

together with:

All of the real property platted as RESERVE, FOURTH PLAT (Lots 155 through 238 and Tracts O, P, Q, and R), a subdivision of land in the City of Lenexa, Johnson County, Kansas, according to the plat thereof, recorded on October 6, 2005 in Book 200510, at Page 002002 of the real estate records in the Johnson County, Kansas Register of Deeds Office.

EXCEPT Tract N thereof, which is excluded from the terms of the foregoing Declaration.

together with:

All of the real property platted as RESERVE, FIFTH PLAT (Lots 239 through 325 and Tracts S, T, U, V, W, X, Y Z and AA), a subdivision of land in the City of Lenexa, Johnson County, Kansas, according to the plat thereof, recorded on October 6, 2005 in Book 200510, at Page 002003 of the real estate records in the Johnson County, Kansas Register of Deeds Office.

## EXHIBIT B

### Legal Description of Townhome District

A tract of land lying in the Northeast One-Quarter of Section 33, Township 12 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Northeast One-Quarter; thence North 87 degrees 54 minutes 50 seconds East along the North line of said Northeast One-Quarter a distance of 1676.05 feet to the Point of Beginning; thence continuing North 87 degrees 54 minutes 50 seconds East along said North line a distance of 895.13 feet to a point, said point being on the Westerly right-of-way of K-7 Highway; thence South 02 degrees 11 minutes 54 seconds East along said right-of-way a distance of 1540.53 feet to a point; thence South 87 degrees 50 minutes 38 seconds West a distance of 170.90 feet to a point; thence South 56 degrees 58 minutes 10 seconds West a distance of 296.92 feet to a point; thence North 72 degrees 45 minutes 49 seconds West a distance of 143.86 feet to a point; thence South 83 degrees 26 minutes 49 seconds West a distance of 394.25 feet to a point; thence North 18 degrees 03 minutes 17 seconds West a distance of 355.47 feet to a point; thence North 01 degree 22 minutes 09 seconds West a distance of 126.17 feet to a point; thence North 16 degrees 05 minutes 21 seconds East a distance of 264.95 feet to a point; thence North 30 degrees 15 minutes 47 seconds East a distance of 293.82 feet to a point; thence North 01 degree 15 minutes 32 seconds West a distance of 264.62 feet to a point; thence North 33 degrees 52 minutes 56 seconds West a distance of 166.80 feet to a point; thence North 02 degrees 43 minutes 17 seconds West a distance of 302.33 feet to the Point of Beginning.

EXCEPT that part described as follows:

A tract of land in the Northeast One-Quarter of Section 33, Township 12 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the said Northeast One-Quarter; thence South 87 degrees 54 minutes 50 seconds West along the North line thereof a distance of 1012.83 feet to a point; said point being the Northeast corner of RESERVE THIRD PLAT as recorded in the Office of Johnson County Department of Records and Tax Administration in Book 200507, Page 006753; thence South 02 degrees 43 minutes 17 seconds East a distance of 302.33 feet to a point; thence South 33 degrees 52 minutes 56 seconds East a distance of 166.80 feet to a point; thence South 01 degrees 15 minutes 32 seconds East a distance of 264.62 feet to a point; thence South 30 degrees 15 minutes 47 seconds West a distance of 293.82 feet to a point; thence South 16 degrees 05 minutes 21 seconds West a distance of 264.95 feet to a point; thence South 01 degrees 22 minutes 09 seconds East a distance of 126.17 feet to a point; thence South 18 degrees 03 minutes 17 seconds East a distance of 145.66 feet to the Southeast corner of Lot 84 as platted in said RESERVE THIRD PLAT said point also being the Point of Beginning; thence North 71 degrees 54 minutes 43 seconds East a distance of 38.96 feet to a point; thence South 18 degrees 05 minutes 17 seconds East a distance of 50.00 feet to a point; thence South 71 degrees 54 minutes 43 seconds West a distance of 13.99 feet to a point; thence South 18 degrees 03 minutes 17 seconds East a distance of 159.82 feet to a point on the North line of RESERVED SECOND

PLAT; thence South 71 degrees 56 minutes 43 seconds West along the said North line and its Westerly extension thereof, a distance of 25.00 feet to a point on the centerline of said Dunraven Street; thence North 18 degrees 03 minutes 17 seconds West along the centerline of said Dunraven Street a distance of 209.81 feet to the Point of Beginning.

Also described as follows:

All that part of the Northeast Quarter of Section 33, Township 12 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 33, Township 12 South, Range 23 East; thence South 87 degrees 54 minutes 54 seconds West along the North line of the Northeast Quarter of said Section 33 a distance of 116.78 feet to a point on the West right of way line of Kansas Highway No. 7, the POINT OF BEGINNING; thence South 2 degrees 09 minutes 59 seconds East along the West right of way line of Kansas Highway No. 7 a distance of 1540.58 feet to a point on the North line of the Reserve, Fifth Plat, a subdivision in the City of Lenexa, Johnson County, Kansas; thence South 87 degrees 50 minutes 38 seconds West along the North line of said Fifth Plat a distance of 170.90 feet to a point; thence South 56 degrees 58 minutes 10 seconds West along the North line of said Fifth Plat a distance of 296.92 feet to a point; thence North 72 degrees 45 minutes 49 seconds West along the North line of said Fifth Plat a distance of 143.86 feet to a point; thence South 83 degrees 26 minutes 49 seconds West along the North line of said Fifth Plat a distance of 368.76 feet to a point on the East line of the Reserve, Second Plat, a subdivision in the City of Lenexa, Johnson County, Kansas; thence in a Northwesterly direction along the East line of said Second Plat and along a curve to the left whose initial tangent bears North 17 degrees 32 minutes 54 seconds West, having a radius of 575.00 feet, through a central angle of 0 degrees 30 minutes 23 seconds, an arc distance of 5.08 feet to a point on the East line of the Reserve Third Plat, a subdivision in the City of Lenexa, Johnson County, Kansas; thence North 18 degrees 03 minutes 17 seconds West along the East line of said Third Plat a distance of 159.82 feet to a point; thence North 71 degrees 54 minutes 43 seconds East along the East line of said Third Plat a distance of 13.99 feet to a point; thence North 18 degrees 05 minutes 17 seconds West along the East line of said Third Plat a distance of 50.00 feet to a point; thence South 71 degrees 54 minutes 43 seconds West along the East line of said Third Plat a distance of 38.96 feet to a point; thence North 18 degrees 03 minutes 17 seconds West along the East line of said Third Plat a distance of 145.66 feet to a point; thence North 1 degree 22 minutes 09 seconds West along the East line of said Third Plat a distance of 126.17 feet to a point; thence North 16 degrees 05 minutes 21 seconds East along the East line of said Third Plat a distance of 264.95 feet to a point; thence North 30 degrees 15 minutes 47 seconds East along the East line of said Third Plat a distance of 293.82 feet to a point; thence North 1 degree 15 minutes 32 seconds West along the East line of said Third Plat a distance of 264.62 feet to a point; thence North 33 degrees 52 minutes 56 seconds West along the East line of said Third Plat a distance of 166.80 feet to a point; thence North 2 degrees 43 minutes 17 seconds West along the East line of said Third Plat a distance of 302.39 feet (302.33 feet- final plat of Reserve Third Plat) to a point on the North line of the Northeast Quarter of said Section 33; thence North 87 degrees 54 minutes 54 seconds East along the North line of the Northeast Quarter of said Section 33 a distance of 895.98 feet to the POINT OF BEGINNING and containing 1,502,994 Square Feet or 34.503 Acres, more or less.

## EXHIBIT C

### Legal Description of Shared Facilities Land

Tract G, RESERVE, SECOND PLAT, a subdivision in Lenexa, Johnson County, Kansas, according to the plat thereof, recorded on July 18, 2005 in Book 200507, at Page 006752 of the real estate records in the Johnson County, Kansas Register of Deeds Office.