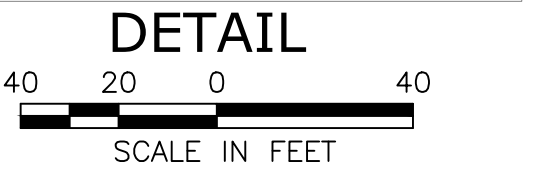
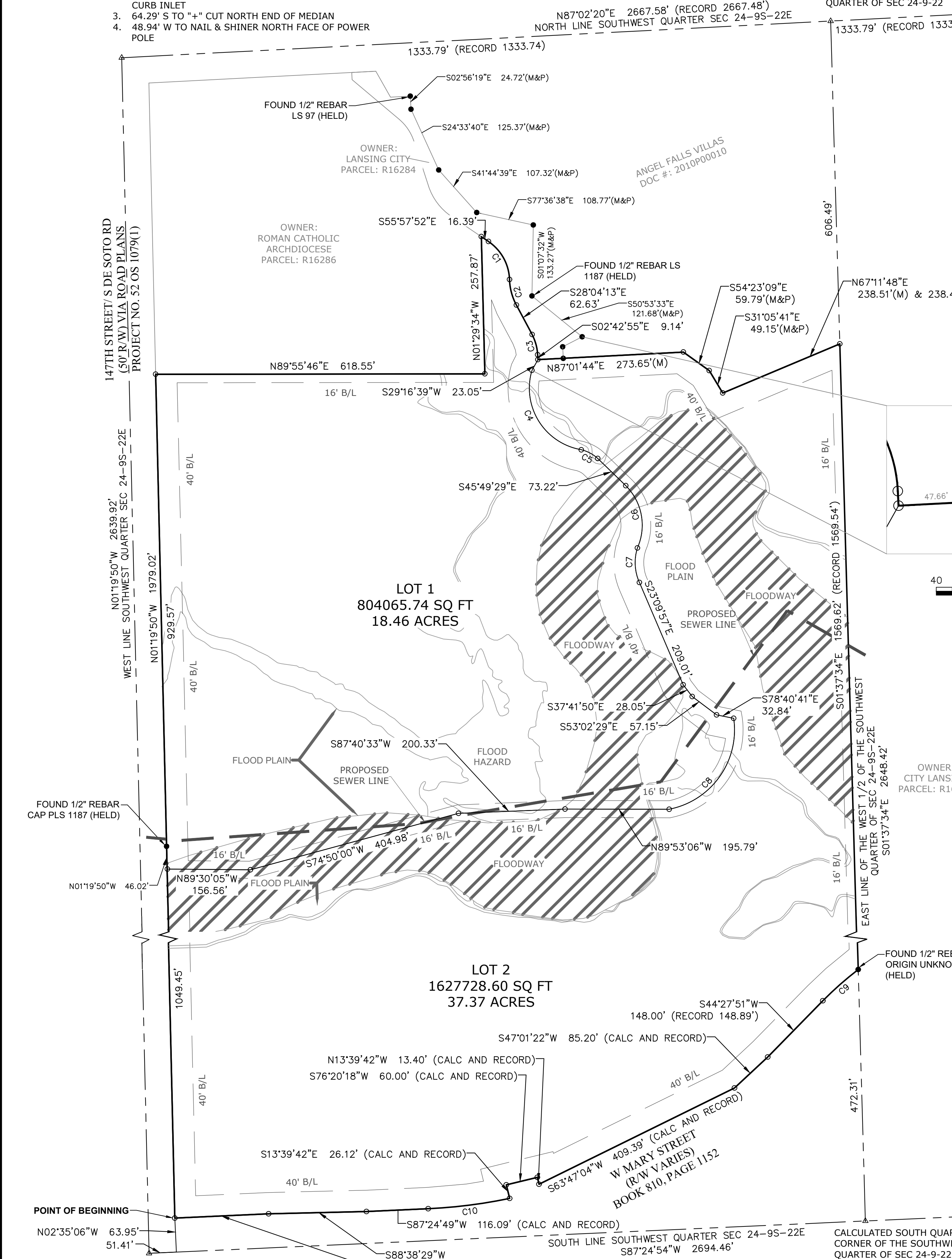


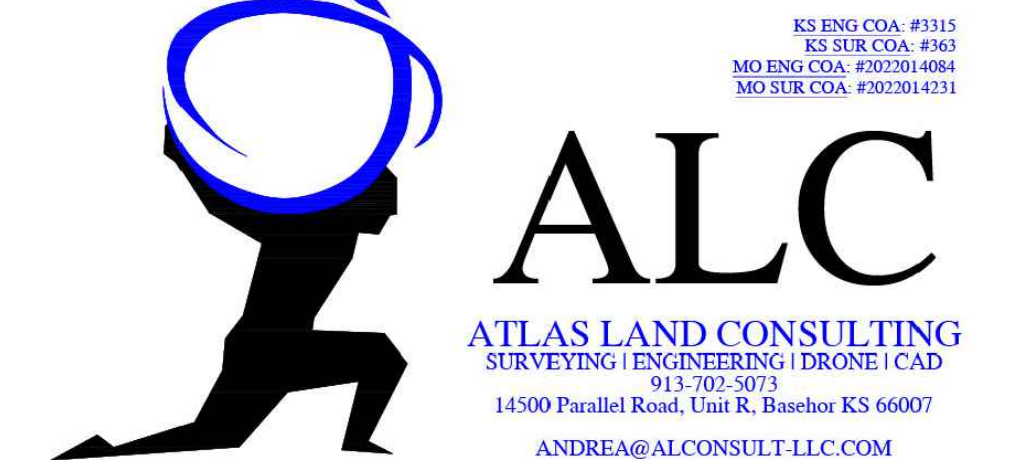
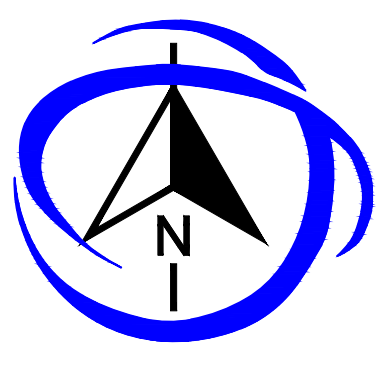
FOUND 3 1/2" ALUMN CAP IN MON BOX NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SEC 24-9-22

- 42.97' NNE TO "+" CUT SOUTH END OF MEDIAN
- 64.87' ENE TO "+" CUT SOUTHWEST CORNER OF CURB INLET
- 64.29' S TO "+" CUT NORTH END OF MEDIAN
- 48.94' W TO NAIL & SHINER NORTH FACE OF POWER POLE



### ARCHDIOCESE ADDITION

A TRACT OF LAND IN THE SECTION 24, TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN THE CITY OF LANSING, LEAVENWORTH COUNTY, KANSAS.



- 0.67' NW TO "+" CUT ON FACE OF CURB
- 8.75' NNW TO CENTER OF STORM MANHOLE LID
- 16.51' NNE TO A NAIL AND SHINER IN SOUTH FACE OF POWER POLE
- 70.07' SW TO A NAIL AND SHINER NORTHEAST FACE OF POWER POLE

DESCRIPTION PER BOUNDARY SURVEY, DATED 01/07/2005 (BK S15, PG 2, NKA 20055002) AT STATE OF KANSAS COUNTY OF LEAVENWORTH: TRACT A: COMMENCING AT A 3 1/2" ALUMINUM DISK AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS; THENCE NORTH 87 DEGREES 25 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 347.26 FEET TO A 1/2" IRON PIN AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES 37 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 1114.50 FEET ALONG THE EAST LINE OF SAID WEST HALF TO A 1/2" IRON PIN AT THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 22 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 263.53 FEET DEPARTING THE SAID EAST LINE TO A 1/2" IRON PIN; THENCE NORTH 67 DEGREES 31 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 278.05 FEET TO A 1/2" IRON PIN; THENCE NORTH 01 DEGREES 19 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 1434.11 FEET ALONG SAID RIGHT OF WAY, PARALLEL WITH SAID WEST LINE TO A 1/2" IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF IDA STREET; SAID PIN BEING 50 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 02 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 399.43 FEET ALONG SAID RIGHT OF WAY LINE, PARALLEL WITH SAID NORTH LINE TO 1/2" IRON PIN; THENCE SOUTH 02 DEGREES 57 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 95.95 FEET DEPARTING THE SAID SOUTH RIGHT OF WAY LINE TO A 1/2" IRON PIN; THENCE SOUTH 71 DEGREES 38 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 96.43 FEET TO A 1/2" IRON PIN; THENCE SOUTH 24 DEGREES 33 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 125.37 FEET TO A 1/2" IRON PIN; THENCE SOUTH 41 DEGREES 44 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 107.32 FEET TO A 1/2" IRON PIN; THENCE SOUTH 77 DEGREES 36 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 108.77 FEET TO A 1/2" IRON PIN; THENCE SOUTH 01 DEGREES 07 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 133.27 FEET TO A 1/2" IRON PIN; THENCE SOUTH 50 DEGREES 53 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 121.48 FEET TO A 1/2" IRON PIN; THENCE SOUTH 62 DEGREES 52 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 41.22 FEET TO A 1/2" IRON PIN; THENCE SOUTH 03 DEGREES 01 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 21.83 FEET TO A 1/2" IRON PIN; THENCE NORTH 86 DEGREES 58 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 226.02 FEET TO A 1/2" IRON PIN; THENCE SOUTH 54 DEGREES 23 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 459.79 FEET TO A 1/2" IRON PIN; THENCE SOUTH 01 DEGREES 05 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 49.15 FEET TO A 1/2" IRON PIN; THENCE NORTH 67 DEGREES 11 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 238.47 FEET TO A 1/2" IRON PIN ON THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 01 DEGREES 37 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 927.45 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. SAID TRACT CONTAINS 33.50 ACRES MORE OR LESS IN LEAVENWORTH COUNTY, KANSAS AS PER SURVEY BY T.B. BURROUGHS, LS-1187, DATED JULY, 2003.

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_, 202\_\_.

OWNER: ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS, MANAGING MEMBER, STATE OF [KANSAS] JSS COUNTY OF [LEAVENWORTH]

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_, 202\_\_, before me, a Notary Public In and for said County and State, came ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS, MANAGING MEMBER, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.

My Commission Expires: \_\_\_\_ day of \_\_\_\_, 202\_\_.

Notary Public: Community & Economic Development Director Approval

I, Joshua Gentzler, the Director of Community and Economic Development for the City of Lansing, Kansas do hereby approve the Administrative Plat shown hereon this \_\_\_\_ day of \_\_\_\_, 202\_\_.

Director of Community & Economic Development: Joshua Gentzler

County Surveyor Review: I hereby certify this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

LEAVENWORTH COUNTY SURVEYOR DANIEL BAUMCHEN, PS-1363

This is to certify that this instrument was filed for record in the Register of Deeds office on the \_\_\_\_ day of \_\_\_\_, 2023, in Book \_\_\_\_, Page \_\_\_\_.

REGISTER OF DEEDS, TERRIL ROIS G. MASHBURN

DEDICATION: The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "ARCHDIOCESE ADDITION".

The undersigned proprietor of the above described tract of land does hereby certify that all prior existing easement rights on land to be dedicated for the public use running to any person, utility, or corporation have been abolished except that such person, utility or corporation shall retain whatever rights they would have as if located in a public street.

Building lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

FOUND 1/2" REBAR WITH CAP D.G. WHITE RLS 356 SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SEC 24-9-22

- 7.77' W TO A 5/8" REBAR FOUND
- 14.25' NE TO A 60D NAIL AND WASHER FOUND IN SOUTH FACE OF A 36" TREE
- 25.98' SE TO A 60D NAIL AND WASHER FOUND IN SOUTHWEST FACE OF 14" TREE
- 22.04' SW TO A MAG NAIL FOUND IN NORTHWEST FACE OF A 4" TREE

Curve Table					
Curve #	Length	Radius	Chord Length	ITB	RECORD ARC LENGTH
C1	84.80'	90.00'	81.70'	S28° 58' 21"E	84.80'
C2	50.09'	110.01'	49.66'	S15° 01' 30"E	50.09'
C3	39.83'	90.01'	39.51'	S15° 23' 37"E	39.83'
C4	198.66'	117.19'	175.71'	S31° 53' 27"E	198.66'
C5	35.34'	70.29'	34.97'	S82° 00' 25"E	35.34'
C6	126.55'	104.63'	118.98'	S10° 39' 30"E	126.55'
C7	66.32'	91.77'	64.89'	S03° 12' 49"E	66.32'
C8	231.08'	151.86'	209.42'	S35° 20' 01"W	231.08'
C9	88.66'	620.55'	88.59'	S48° 33' 27"W	87.87'
C10	154.46'	954.25'	154.29'	S82° 46' 36"W	154.40'

#### ADMINISTRATIVE PLAT

### LEGEND

- SECTION CORNER
- DENOTES SET 1/2" REBAR WITH CAP ALC KS CLS 363 MO CLS 2022014231
- DENOTES FOUND 1/2" REBAR WITH CAP LS 110 UNLESS NOTED OTHERWISE
- (D) DEEDED
- (M) MEASURED
- (P) PLATTED
- /// FLOODWAY
- RECORD OF RECORD FROM REFERENCED SURVEY

### GENERAL NOTES

- THE BASIS FOR THE BEARING SYSTEM FOR THIS SURVEY IS KANSAS NORTH ZONE U.S. STATE PLANE 1983
- ALL DISTANCES SHOWN HEREON ARE IN FEET
- KS ONE WAS NOT CALLED ON THIS SURVEY
- NO TITLE WORK WAS COMPLETED ON THIS SURVEY
- REFERENCE DEEDS/SURVEYS
  - FILED BOUNDARY SURVEY COMPLETED BY TAYLOR DESIGN GROUP DATED 12/23/2004 - BK S15, PG 2, NKA 20055002
  - FILED BOUNDARY SURVEY COMPLETED BY TAYLOR DESIGN GROUP DATED 05/03/2005 - BK S15, PG 16, NKA20055016
  - TRI-COUNTY TITLE & ABSTRACT, DOC #: 2010R0096 DATED 01/06/2010 -WARRANTY DEED, DOC #: 2007R01950 DATED 05/23/2007
  - ANGEL FALLS VILLAS, FINAL PLAT, DOC #: 2010P00010 DATED 06/22/2010
- CURRENT ZONING: R-1
- THIS PROPERTY DOES LIE WITHIN ZONE "X" & ZONE "AE", AREAS OF MINIMAL FLOOD HAZARD & SPECIAL FLOOD HAZARD AREAS ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 2010C0231G & 2010C0143G, DATED JULY 16TH, 2015.

### VICINITY MAP

SECTION 24-9-22  
1" = 2000'

This is to certify on this 12TH day of DECEMBER, 2023 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys.

ROGER B. DILL LS 1408

JOB NO:23-351

SCALE	PREPARED FOR
120 60 0 120 SCALE IN FEET	ROMAN CATHOLIC ARCHDIOCESE
SEC-TWN-RNG	900 Ida St, Lansing, KS 66043
24-09-22	DATE
DECEMBER 28TH, 2023	

**AGREEMENT  
FOR  
PURCHASE AND SALE  
OF REAL ESTATE**

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This **Agreement for Purchase and Sale of Real Estate (“Agreement”)** is made and effective this \_\_\_\_ day of March, 2024 by and between the following parties:

Seller or Sellers:

The Roman Catholic Archdiocese of Kansas City, Kansas;

referred to collectively as Seller or Sellers for purposes of the Agreement; and

Buyer or Buyers: City of Lansing, Kansas; a municipal corporation recognized by the State of Kansas;

individually and collectively referred to as Buyer of Buyers for purposes of this Agreement.

**Note:** This Agreement for Purchase and Sale of Real Estate is a legally binding Contract, please review it before signing.

**WITNESSETH:**

In consideration of the covenants made each to the other, as herein set forth, Seller shall sell and convey title and Buyer shall purchase, on the terms and conditions hereinafter set forth the following described real estate situated in Leavenworth County Kansas, to-wit:

**Lot Two in the Archdiocese Addition of the City of Lansing, Kansas**

together with all the permanent improvements, fixtures and appurtenances thereto belonging (the property) pursuant to the terms, conditions and requirements of this Agreement as hereinafter set forth.

**1. Purchase Price.** The full consideration and purchase price for the property is \$67,000.00 which amount shall be paid as follows:

- a. An initial deposit in the sum of \$1,000.00 upon the signing of this agreement, said sum (the deposit) to be paid and held in escrow with the hereinafter named escrow agent, subject to the terms of this agreement.
- b. The sum of \$66,000.00 to be paid to the escrow agent, in certified funds, wire transfer, or intra-bank transfer to escrow agent's account, on or before the time of closing.

**2. Title.** Seller shall convey marketable fee simple title to the property to Buyer, free and clear of all liens, encumbrances, defects and burdens, by a properly executed general warranty deed in recordable form, EXCEPT and subject to the following permitted exceptions. The permitted exceptions are:

- a. Easements, Restrictions, Covenants, and Rights of Way of Record, which would not be deemed by a reasonable person or practice and usage in the county where the property is located to impair the use of the property for farming and/or ranching.
- b. Zoning Ordinances of Record, if any.
- c. Exceptions waived or deemed waived by Buyer, in accordance with the terms of this Agreement.

**3. Proof of Title.** Seller shall promptly request the issuance of a standard owners' policy of title insurance, (American Land Title Association- ATLA- form) from a title company authorized to do business in Kansas, in favor of Buyer which will insure Buyer against loss or damage to the extent of the purchase price by reason of defects in Seller' title to said real estate excepting minerals per the standard ATLA form and further subject to the above listed exceptions. Such owners' policy shall be conclusive evidence of the marketable title of Seller subject only to the aforesaid exceptions. Seller shall deliver the signed commitment for said title insurance policy to Buyer for examination by Buyer. Upon receipt of said title insurance commitment, Buyer shall have a reasonable time not to exceed 10 calendar days, to examine same and to return it to Seller with any written objections relative to the marketability of the title.

**Objections.** Any objections not so furnished, as required herein above, shall be deemed to be waived by the Buyer. If valid objections are made to the marketability of the title as aforesaid, Seller shall have a reasonable time to satisfy any valid objections to the title and to make the title marketable; if legal proceedings are necessary, such proceedings shall

be begun promptly and diligently prosecuted to completion by Seller. In the event Seller is unable to furnish marketable title as herein provided, this Agreement shall become null and void, and thereupon the escrow agent shall return to the Buyer all monies paid by Buyer and to the Seller the deed and any other documents shall be returned to the party who deposited the same with the escrow agent, whereupon all parties shall be released from further liability hereunder. If a dispute arises between Seller and Buyer with regard to the marketability of title, the Kansas Bar Association title standards adopted as of the time of closing, and the Kansas Marketable Title Act, in effect at the time of closing shall control. Seller and/or Buyer shall cause the owners' title policy to be delivered to Buyer, within a reasonable time after closing.

**4. Escrow Agent.** All moneys paid and to be paid and all documents including, without limitation, the deed, title insurance or abstract and other papers to be delivered hereunder shall be paid and delivered to \_\_\_\_\_, as escrow agent, who shall hold and then pay and deliver the same to the respective party entitled thereto upon full performance by the parties of all the terms of this agreement. If doubt or questions arise as to payments, distributions, duties or obligations of the Escrow Agent, the Escrow Agent may (a) continue to hold all funds or documents until the parties mutually agree in writing or until a court of competent jurisdiction finally determines the rights of the parties, or (b) deposit all funds and documents so held with the Clerk of the District Court of the County where the above described real estate is situate and, after notifying all parties in writing, Escrow Agent's liability shall cease, except to account for any sums previously delivered.

**5. Closing Date and Possession.**

**5.1** Unless extended by written agreement of the parties, or as reasonably necessary to satisfy valid objections to title as provided hereinabove, this Agreement, shall be completed and the transaction closed on or before May 1, 2024. If closing cannot be held on said date due to title defects then closing shall occur within 10 days of Seller furnishing marketable title, provided Seller promptly and diligently takes the necessary action to provide proof of title as required herein and provides same within sixty days (60) of the original date of closing. If Seller cannot furnish marketable title within said extended time Buyer may cancel and rescind this Agreement at Buyer's option, making same null and void; in which event Buyer shall be entitled to obtain the return of all moneys paid by Buyer to the escrow agent. In the event Buyer elects not to cancel and rescind this agreement than the closing date may be again extended at Buyer's option until such time as marketable title is obtained. In the event (1) Seller cannot furnish marketable title within the additional extended time determined by Buyer then Buyer may cancel and rescind this Agreement at Buyer's exclusive option making same null and void; or (2) in the event it is determined marketable title cannot be obtained, then Buyer shall be entitled to obtain the return of all moneys paid by Buyer to the escrow agent.

**5.2** Buyer shall receive possession upon closing.

**5.3** Seller warrants the premises are not subject to any lease or tenants rights.

**6. Taxes and Assessments.** Seller shall pay all taxes and assessments for the year 2023 and all prior years. The current year's taxes and assessments shall be prorated as of the date of closing. If the current year's taxes and assessments are not determinable at the

time of closing, a proration of the taxes and assessments shall be made and based upon the next preceding year's taxes and assessments. All taxes and assessments due after the date of closing shall be the obligation of the Buyer.

**7. Assignment.** Buyer shall not sell, assign, pledge, hypothecate, give or grant a security interest in, or transfer this contract or any interest under it or any interest in or to the property, without first obtaining the written consent of the Seller.

**8. Default.** In the event Buyer fails to comply with any of the terms of this agreement, then this agreement shall, at the option of the Seller, become immediately null and void whereupon all rights of Buyer hereunder shall end and all monies paid hereunder shall be retained by the Seller as rent and liquidated damages for the said nonperformance and Seller shall; be entitled to retain possession of said real estate and upon said election all parties shall be released from further liability hereunder. If Seller does not exercise Seller's option to terminate this agreement as aforesaid, Seller may pursue such other rights as Seller may have and shall be entitled to whatever other legal or equitable remedies are available to Seller.

**9. Cost.** The following cost shall be paid by the designated party unless otherwise stated herein:

- a. Buyer shall each pay the cost of the title insurance policy. Should the Buyer desire or require a mortgage title insurance policy then Buyer shall be responsible for the additional cost of said policy.
- b. Buyer shall pay all cost of inspections.
- c. Each party shall be responsible for filing any documents of record which said party desires to file or that may be necessary to be filed by the party to comply with title requirements.
- d. Cost of an appraisal for the Buyer, if any, shall be paid by Buyer.
- e. Each party shall pay all cost they incur on their behalf except as otherwise set out herein.
- f. Each party shall pay the cost of their attorney fees.
- g. The cost of preparing this Agreement for Purchase and Sale of Real Estate and the cost of drawing the deed shall be paid by buyer.
- h. Seller and Buyer shall each pay one-half of the cost of closing.
- i. Buyer shall pay the cost of any attorney opinion, if any, with regard to mineral interest ownership.

**10. Contingencies and Conditions Precedent.** This contract is subject to the following contingencies and conditions precedent:

NONE

**11. Condition of Property.** No representations of any kind whatsoever have been made to Buyer by Seller or by any one on Seller's behalf, as to the condition of the property.

Buyer has relied upon Buyer's own inspection of the property, improvements and all assets sold hereunder. It is specifically agreed and understood that said real estate, improvements, and assets are sold in "**as is**" and "**where is**" condition at the time possession.

**12. Environmental Hazards.** The parties acknowledge that Sellers have not conducted an environmental impact study and make no representation or warranty regarding the presence or absence of prohibitive substances or of any other materials of any kind having an environmental impact upon the Property. Buyers acknowledge having inspected the Property, are familiar with it, and agree to purchase the Property "as is, where is" without warranty of any type as to its condition except as otherwise stated in the section of this agreement entitled Condition of Property.

**13. Relationship of the Parties and Indemnification.** The relationship of the parties is solely that of buyer and seller, and nothing herein shall create any other relationship or liability. If any claim is made against the Sellers for damages arising out of or from the use of the property by the Buyer, the Buyer shall be solely responsible for such claim and shall indemnify the Sellers against loss on the account thereof, including court costs, attorney's fees, and expenses.

**14. Real Estate Reporting Person.** The parties agree that the Escrow Agent is the real estate reporting person as that term is defined under Internal Revenue Code Section 6045(e). Seller and Buyer agree to provide Escrow Agent with a written statement, certified under penalties of perjury, setting forth Sellers' and Buyers' correct name, address, and taxpayer identification number. The parties further agree that Escrow Agent shall be required to file the informational return required by Internal Revenue Code Section 6045.

**15. Time.** Time and punctuality are hereby made the essence of this agreement.

**16. Captions.** The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

**18. Feminine-Masculine, Singular-Plural.** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

**19. Kansas Law Applies.** This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

**21. Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

**23. Persons Bound- Execution-Copies.** This Agreement shall extend to and bind the heirs, executors, administrators, trustees, their successors and assigns of the parties hereto, and may be executed in any number of counterparts, or in multiple originals, or upon any number of separate signature pages, which when combined shall be deemed an original, and all such counterparts or originals shall for all purposes constitute one agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the day and year first above written.

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**SELLER**

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**BUYER**