

When Recorded, Mail to:

City of Lansing

RIGHT OF FIRST REFUSAL

This AGREEMENT made this ____ day of July 2025, by and between **KANSAS CITY KANSAS COMMUNITY COLLEGE (“Grantor”)** and **THE CITY OF LANSING (“Grantee”)**.

WHEREAS, Pursuant to the agreement Grantor and Grantee are parties to a certain Purchase & Sale Agreement attached hereto referenced for an additional three acres of land, (collectively, the **“Purchase Contract”**), whereby Grantee, as seller, agreed to sell to Grantor, and Grantor, as buyer, agreed to purchase from Grantee, that certain real property located in Exhibit A of the purchase agreement, and more particularly described on Exhibit “A” attached hereto and incorporated herein (the **“Property”**); and

WHEREAS, in accordance with the terms and conditions set forth in the Agreements, Grantor agreed to grant to Grantee an exclusive and irrevocable right of first refusal (the **“ROFR”**) to acquire the Property; and

WHEREAS, Grantor and Grantee hereby desire to enter into this ROFR for the purpose of memorializing the Right of First Refusal to purchase the property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of ROFR. Grantor hereby grants to Grantee the ROFR in accordance with the terms and conditions set forth in the Agreements, including, but not limited to:

- a. In the event Grantor intends to enter into a transaction to sell all or any portion of the Property, Grantor must provide written notice to Grantee thereof. Grantee must respond to the Grantor, in writing, whether they desire to purchase the Property within thirty (30) days of receipt of such notice.
- b. If Grantee elects not to purchase the Property or does not respond to the Grantor within thirty (30) days, Grantor can sell the Property to a third party, however, Grantee shall continue to have the ROFR on all subsequent transfers of the Property in accordance with the terms and conditions of this Memorandum and the Agreements.
- c. If Grantor fails to initiate a project on the Property, Grantee shall have the right to repurchase the Property at the same purchase price with fees associated to the original transaction for the 3 additional acre purchase price. All fees associated

with the transaction shall be split equally between Grantor and Grantee in accordance with Kansas laws.

- d. If Grantee elects not to purchase the Property or does not respond to the Grantor within thirty (30) days of official notice, Grantor will retain the Property

2. Miscellaneous. The provisions of the Agreements regarding the ROFR are incorporated into this ROFR as if set out in full. In the event of any conflict or inconsistency between the terms of this ROFR and the terms of such provisions of the Agreements regarding the ROFR, the terms of such provisions of the Agreements regarding the ROFR will govern and control for all purposes. All capitalized terms and words of art which are used but not defined in this ROFR will have the same respective meaning designated for such terms and words of art in the Agreements. This ROFR may be executed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Memorandum of Right of First Refusal to be executed this _____ day of June, 2025.

GRANTOR:

KANSAS CITY KANSAS COMMUNITY
COLLEGE

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2025, by _____ the _____ of Kansas City Kansas Community College and that said instrument was signed on behalf of said organization.

Notary Public

My Commission Expires: _____

[Grantor Signature Page to Memorandum of Right of First Refusal]

GRANTEE:

THE CITY OF LANSING, KANSAS

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of July 2025, by
_____ the _____ of
City of Lansing, on behalf of said government entity.

Notary Public

My Commission Expires: _____

[Grantee Signature Page to Memorandum of Right of First Refusal]

EXHIBIT “A”
PROPERTY