

COMMERCIAL REAL ESTATE SALES CONTRACT

PARTIES: This contract ("Contract") is made between: **SELLER:** The City of Lansing, Kansas **BUYER:** Kansas City Kansas Community College and/or assigns and is effective as of the date of acceptance on the last signature on this Contract (the "Effective Date").

2. PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described as a Tract of Land in Lansing Kansas further described in Exhibit A of approximately 3 acres West of Centre Dr (Tax Parcel: TBD per survey to be attached) such to be verified by the Title Company, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the following: NONE
All of which is commonly known and numbered as An Address to be assigned after platting, in the City of Lansing in Leavenworth County, State of Kansas. Such real estate and other property shall be collectively referred to in this Contract as the "Property".

3. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws and the following existing leases or tenancies: See attached:

4. PURCHASE PRICE: The Purchase price is determined as follows: Ninety-Five Thousand Dollars (\$95,000.00) which Buyer agrees to pay as follows:

a. One Thousand DOLLARS (\$1,000) at the signing of this Contract as Earnest Money (as such to be deposited within 10 days after the Effective Date, in the insured trust or escrow account of Lawyers Title ("Escrow Agent") as part of the consideration of the sale. If

b. The balance to be paid in the following manner: Ninety-Four Thousand Dollars (\$94,000.00), in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and other agreed expenses, and [state other payment or financing terms if any]
None

5. CLOSING AND POSSESSION DATE(S): Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of Lawyers Title within thirty (30) days following the end of the Due Diligence Period, and possession shall be delivered upon closing. Seller and Buyer shall equally share all escrow fees and closing costs, but Buyer shall be fully responsible for all fees and expenses in connection with recording the Deed.

6. EXISTING FINANCING: Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

7. PRORATIONS: The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-rata shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

8. TITLE INSURANCE: Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's General Warranty Deed (the "Deed"), subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than ten (10) days after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued through Lawyers Title of Lansing (the "Title Company"). Buyer shall have ten (10) days after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Title Review Period, Seller shall have ten (10) days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period").

If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than ten (10) days after the end of the Title Cure Period.

Buyer shall, no later than five (5) days after execution of the Contract, order an updated survey. Buyer shall have five (5) days after receipt of the updated Survey in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to on the Survey ("Survey Review Period"). With regard to items to which Buyer does object within the Survey Review Period, Seller shall have ten (10) days after receipt of Buyer's written notice of objections to cure such objections ("Survey Cure Period"). If Seller

66 does not cure the objections by the end of the Survey Cure Period or if Seller and Buyer have not agreed to extend the Survey Cure
67 Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later
68 than ten (10) days after the end of the Survey Cure Period.
69

70 **9. INSPECTIONS:** Seller shall grant Buyer reasonable access to the Property for Fifteen (15) days after the Effective Date of this
71 Contract (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall
72 include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or
73 surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and
74 to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation,
75 reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by
76 this paragraph shall survive termination of this Contract. Buyer is purchasing the Property as is. Buyer shall be deemed to be
77 thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in the paragraph entitled
78 "INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION" of this Contract. In addition, Buyer,
79 or Buyer's representatives, may re-inspect the Property before Closing upon reasonable notice to Seller.
80

81 **10. DUE DILIGENCE:** Buyer will have Fifteen (15) days after the Effective Date of this Contract to perform and complete all due
82 diligence, inspections, and investigations, and to determine whether to purchase the Property, in Buyer's sole and absolute discretion
83 (the "Due Diligence Period"). Buyer may, at its option, terminate this Contract for any or no reason by written notice to Seller given
84 at any time at or before 5:00 p.m. (Central Time) on the last day of the Due Diligence Period. In the event Buyer terminates this
85 Contract on or prior to the last day of the Due Diligence Period, the entire Earnest Money Deposit shall be returned to Buyer. In the
86 event Buyer does not terminate this Contract in writing prior to expiration of the Due Diligence Period, the entire Earnest Money
87 Deposit shall be non-refundable, subject to Seller's compliance with its obligations under this Contract.
88

89 **11. REPRESENTATIONS:** Except as provided in Seller's Disclosures herein incorporated, Buyer acknowledges that neither Seller
90 nor any party on Seller's behalf has made, nor do they hereby make, any additional representations as to the past, present or future
91 condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth
92 in this Contract. Buyer agrees to assume full responsibility for completing Buyer's Due Diligence in such a manner as to answer all
93 questions necessary to make the decision to purchase the Property.
94

95 **12. REAL ESTATE BROKER:** Seller and Buyer agree that Reece Commercial Real Estate BROKER(S), identified in the
96 Commercial Agency and Broker Disclosure Addendum which is a part of this Contract, is(are) the only real estate broker(s) negotiating
97 this sale, and Buyer agrees to pay a sales commission pursuant to the agreement between Buyer and BROKERS(S). Any party to
98 this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this
99 paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or
100 expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other
101 party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.
102

103 **13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute
104 and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, A standard owner's affidavit in favor of the
105 title company satisfactory to the Title Company to allow the Title Company to remove all standard non-survey exceptions from the
106 Title Policy, current Lease documents, Assignment and Assumption of Lease in a form acceptable by Buyer (including indemnification
107 and for any and all claims, damages or lawsuits filed by the tenant for any breaches by Seller or condition existing prior to the Closing
108 Date), all Tenant deposits, and all other documents and funds necessary to complete the Closing, including, without limitation, the
109 office lease referenced in Section 24 below. The Deed shall convey to Buyer marketable fee simple title to the Property, free and
110 clear of all liens and encumbrances, other than the Permitted Exceptions, and shall be in a form acceptable to Buyer. At or before
111 the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their
112 respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be
113 made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and
114 the Title Company can issue the title policy with only the Permitted Exceptions.
115

116 **14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION:** Seller agrees to continue to
117 maintain and operate the Property in the same manner as Seller is currently operating the Property throughout the entire Due
118 Diligence Period up until the time of Closing. Seller agrees that during the period between the Effective Date and the Closing: (i)
119 Seller will not enter into, extend, renew or modify any agreements with respect to the operation or maintenance of any portion of the
120 Property without the prior consent of the Buyer; (ii) Seller will not modify the Property or remove or authorize the removal of any
121 significant personal property (other than Tenant's personal property). Seller agrees to maintain Seller's current fire and extended
122 coverage insurance, if any, on the Property until Closing. If, before Closing, all or any part of the Property is taken by eminent domain,
123 or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the
124 Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any
125 such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller
126 within ten (10) days after receiving Seller's notice, terminate this Contract and receive the Earnest Money. Unless this Contract is so
127 terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and
128 interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-
129 material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of
130 this paragraph shall survive Closing or termination of this Contract.

131
132 **15. FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real
133 Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.
134

135 **16. TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be
136 entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this
137 Contract except as otherwise stated in this Contract.
138

139 **17. DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material
140 covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under
141 this Contract, the other party shall have the following remedies, subject to the provisions of the paragraph entitled "DISPOSITION OF
142 EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

143 (a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the
144 delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any
145 remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be
146 returned to Buyer upon written demand.

147 (b) If Buyer defaults, Seller may terminate this Contract by written notice to Buyer and retain the Earnest Money Deposit as
148 liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of
149 actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an approximation of such
150 actual damages as the parties can now determine). If either Buyer or Seller obtains a judgment against the other party in
151 connection with the enforcement of this Contract, reasonable attorney's fees incurred by the prevailing party, as fixed by the court,
152 shall be included in such judgment and paid by the non-prevailing party.
153

154 **18. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS:** The Escrow Agent shall not
155 distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of this
156 Contract providing for forfeiture or refund of the Earnest Money Deposit, without the written consent of all parties to this Contract;
157 provided, however, the foregoing sentence shall not apply to Buyer's right to have the Earnest Money Deposit returned pursuant to
158 the terms of Section 10 above. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute
159 such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in
160 writing to a certified letter from the Escrow Agent within ten (10) days of receipt, or failure by either Buyer or Seller to make written
161 demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds
162 or documents within ten (10) days after receiving written notice of cancellation of this Contract, shall constitute consent to the
163 distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.
164 Seller and Buyer release all brokers and licensees from any and all liability in regards to this Contract, for cancellation of this Contract
165 and disbursing the Earnest Money Deposit or other escrowed funds or documents.
166

167 **19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitute
168 the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing
169 changes in this Contract or by written agreement.
170

171 **20. NOTICES:** All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices")
172 required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY
173 DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by
174 prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day
175 delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except
176 that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed
177 served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or
178 upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice
179

180 **21. DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this
181 Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) June 2, 2025 or (ii) Buyer delivering
182 written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.
183

184 **22. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.**
185
186

187 23. **ADDENDA:** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (**Check**
188 **Those Which Are Applicable**):

- ☒ Exhibit A (Legal Description)
☒ Commercial Agency & Brokerage Disclosure Addendum
☐ Other

- ☒ Exhibit B Contractual Provisions Attachment
☐ Other
☐ Other

189 24. **ADDITIONAL TERMS:** Contractual Provisions Attachment (Exhibit B)
190
191

192
193 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT**
194 **BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE**
195 **SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY**
196 **AUTHORIZED TO EXECUTE THIS CONTRACT.**
197

SELLER: The City of Lansing, Kansas

BUYER: Kansas City Kansas Community College

By: _____
Date

By:  6-2-2025
Date

Name & Title:

Name & Title: Patrick J Schulte, DBA

By: _____
Date

By: _____
Date

Name & Title:

Name & Title:

Address:

Address: 7250 State Ave

Street

Street

City State Zip
Telephone #:
TAX ID #

Kansas City KS 66112
City State Zip
Telephone #: 913-288-7123
TAX ID # KSGTV0L3C0

198 **FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT**
199
200

Listing Broker:
Listing Agent:
Selling Broker: Reece Commercial
Selling Agent: Matt Watkins
Escrow Agent: Lawyers Title
Closing Agent: Brenda DeGraeve

Telephone #:
Telephone #:
Telephone #:
Telephone #: 913-908-9447
Telephone #:
Telephone #: 913-682-3368

201
202

EXHIBIT A
LEGAL DESCRIPTION

Updated Legal per Survey attached on the following

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EXHIBIT B
Contractual Provisions Attachment

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the DATE OF EXECUTION.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-

discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: The City of Lansing, Kansas

BUYER/TENANT: Kansas City Kansas Community College

PROPERTY ADDRESS, CITY, COUNTY, STATE, ZIP: Lot 1, LANSING TOWN CENTRE REPLAT

DATE OF CONTRACT: 6-2-2025

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or *(in Missouri only)* Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: *(Check applicable)*

- ☐ Seller's/Landlord's Agent
- ☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☒ N/A-Seller(s) is not represented
- ☐ Sub Agent

Licensee Assisting Buyer/Tenant is acting as: *(Check applicable)*

- ☐ Seller's/Landlord's Agent
- ☐ Buyer's/Tenant's Agent
- ☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- ☒ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☐ N/A, Buyer(s) is not represented
- ☐ Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- ☐ **Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- ☒ **Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT  6-2-2025 _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

LICENSEE ASSISTING SELLER/LANDLORD _____ DATE _____

LICENSEE ASSISTING BUYER/TENANT _____ DATE _____

Contractual Provisions Attachment

DA-146a Rev. 07/19

1. Important

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 2nd day of June, 2025.

2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10. Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.