

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Matthew R. Schmitz, Director, Community & Economic Development 
DATE: November 17, 2022
SUBJECT: Property Sale – Lansing Towne Centre Replat, Lot 1

Explanation: Kansas City Kansas Community College has approached City Staff about purchasing Lot 1 of the Lansing Towne Centre Replat. During discussions between City Staff and KCKCC staff, a purchase price of \$30,000 per acre was established, for a total purchase price of \$360,000 for the 12 acres that makes up Lot 1.

The attached Commercial Real Estate Agreement would facilitate the sale of Lot 1 for the future construction of a Community College campus at this location. Additionally, there is an Agency Disclosure and Title Insurance Policy attached for review.

City Attorney Robinson has reviewed and approved the agreement.

Policy Considerations: N/A

Action: Motion to authorize the Mayor to sign the Commercial Real Estate Sales Contract and other pertinent documents, on behalf of the City of Lansing, related to the sale of Lot 1 – Lansing Towne Centre Replat.

AGENDA ITEM

COMMERCIAL REAL ESTATE SALES CONTRACT

1 **PARTIES:** This contract ("Contract") is made between: **SELLER:** The City of Lansing, Kansas **BUYER:** Kansas City Kansas
2 Community College and/or assigns and is effective as of the date of acceptance on the last signature on this Contract (the
3 "Effective Date").
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5 **2. PROPERTY:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described as a Tract of Land
6 in Lansing Kansas further described in Exhibit A of approximately 12 acres West of Centre Dr (Tax Parcel: TBD after Re-Plat) such
7 to be verified by the Title Company, together with any buildings and improvements thereon, and all personal property used in the
8 operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating
9 and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and
10 doors, screens and awnings, keys, and including the following: NONE

11 All of which is commonly known and numbered as An Address to be assigned after platting, in the City of Lansing in Leavenworth
12 County, State of Kansas. Such real estate and other property shall be collectively referred to in this Contract as the "Property".
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14 **3. EXCEPTIONS:** The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title
15 Insurance"), zoning ordinances and laws and the following existing leases or tenancies: See attached:
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17 **4. PURCHASE PRICE:** The Purchase price is determined as follows: Three Hundred Sixty Thousand Dollars (\$360,000.00) which
18 Buyer agrees to pay as follows:
19

20 a. One Thousand DOLLARS (\$1,000) at the signing of this Contract as Earnest Money (as such to be deposited within 10 days
21 after the Effective Date, in the insured trust or escrow account of Lawyers Title ("Escrow Agent") as part of the consideration of
22 the sale. If
23

24 b. The balance to be paid in the following manner: Three Hundred Fifty Nine Thousand Dollars (\$359,000.00), in guaranteed
25 funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and other agreed
26 expenses, and [state other payment or financing terms if any]
27 None
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29 **5. CLOSING AND POSSESSION DATE(S):** Subject to all the provisions of this Contract, the closing of this Contract (the
30 "Closing") shall take place at the offices of Lawyers Title within thirty (30) days following the end of the Due Diligence Period, and
31 possession shall be delivered upon closing. Seller and Buyer shall equally share all escrow fees and closing costs, but Buyer shall
32 be fully responsible for all fees and expenses in connection with recording the Deed.
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34 **6. EXISTING FINANCING:** Unless otherwise provided in this Contract, Seller shall make any payments required on existing
35 mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or
36 deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of
37 purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.
38

39 **7. PRORATIONS:** The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust
40 to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate
41 taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year
42 of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing
43 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
44 assessment cannot be ascertained at Closing, pro-ration shall be computed on the amount for the preceding year's tax or special
45 assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.
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47 **8. TITLE INSURANCE:** Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title
48 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"),
49 subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than ten (10) days after the
50 Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to
51 be issued through Lawyers Title of Lansing (the "Title Company"). Buyer shall have ten (10) days after receipt of the Title Commitment
52 (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to
53 in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the
54 Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to
55 items to which Buyer does object within the Title Review Period, Seller shall have ten (10) days after receipt of Buyer's written notice
56 of objections to cure such objections ("Title Cure Period").
57

58 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
59 Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no
60 later than ten (10) days after the end of the Title Cure Period.
61

62 Buyer shall, no later than five (5) days after execution of the Contract, order an updated survey. Buyer shall have five (5) days after
63 receipt of the updated Survey in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred
64 to on the Survey ("Survey Review Period"). With regard to items to which Buyer does object within the Survey Review Period, Seller
65 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.
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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.
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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.
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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.
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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.

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

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

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

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

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

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

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

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

21. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) November 1, 2022 or (ii) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.

22. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

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

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

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24. ADDITIONAL TERMS:

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 EXECUTE THIS CONTRACT.

SELLER: The City of Lansing, Kansas

BUYER: Kansas City Kansas Community College

By: _____
Date

By: Greg Mosier 10/29/2022
Date

Name & Title:

Name & Title: Dr. Greg Mosier, President

By: _____
Date

By: _____
Date

Name & Title:

Name & Title:

Address:

Address: 7250 State Avenue

Street

Street

Kansas City

Kansas

66112

City

State

Zip

City

State

Zip

Telephone #:

Telephone #: 913-288-7123

TAX ID #

TAX ID # KSGTV0L3C0

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FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT

Listing Broker:

Telephone #:

Listing Agent:

Telephone #:

Selling Broker: Reece Commercial

Telephone #:

Selling Agent: Matt Watkins

Telephone #: 913-908-9447

Escrow Agent: Lawyers Title

Telephone #:

Closing Agent:

Telephone #:

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EXHIBIT A
LEGAL DESCRIPTION

Lot 1, LANSING TOWNE CENTRE REPLAT, a subdivision of land in the City of Lansing,
Leavenworth County, Kansas.



First American

Owner's Policy

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

50039920-1026566 0

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

(This Policy is valid only when Schedules A and B are attached) **This jacket was created electronically and constitutes an original document**

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

CONDITIONS (Continued)

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the

Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: .**



First American

Schedule A

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

50039920-1026566 0

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: NCS-1026566-KCTY

Address Reference: 41.35 Acres Near West Mary Street &
Centre Drive, Lansing, KS

Amount of Insurance: \$2,150,000.00

Date of Policy: October 8, 2020 at 11:15:44 A.M.

1. Name of Insured:

City of Lansing, Kansas

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

City of Lansing, Kansas, a Kansas second class city

4. The Land referred to in this policy is described as follows:

LOTS 1, 5, 6, 7, 8, 9, AND TRACT A, LANSING TOWNE CENTRE, A REPLAT OF LOTS 1-9 AND PART OF LOT 10, BLOCK 2, LOTS 1-7 AND PART OF LOTS 8, 9, AND 10, BLOCK 1, IN SCHMIDT'S SUBDIVISION AND AN UNPLATTED TRACT IN THE NE 1/4 OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 22 EAST IN THE CITY OF LANSING, LEAVENWORTH COUNTY, KANSAS.

AND, LOT 2, LANSING TOWNE CENTRE, 2ND PLAT, A REPLAT OF LOTS 2, 3, AND 4 OF LANSING TOWNE CENTRE IN THE SE 1/4 OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 22 EAST & NE 1/4 OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 22 EAST IN THE CITY OF LANSING, LEAVENWORTH COUNTY, KANSAS.



First American

Schedule B

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

50039920-1026566 0

File No.: NCS-1026566-KCTY

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Policy Date.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the general taxes for the year 2020, and thereafter.

Taxes for the year 2019 in the amount of \$62.20 are PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. 36338 (Lot 1)

Taxes for the year 2019 in the amount of \$10.22 are PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. 36339 (Lot 2)

Taxes for the year 2019 in the amount of \$17.78 are PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. 36342 (Lot 5)

Taxes for the year 2019 in the amount of \$16.88 are PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. 36343 (Lot 6)

Taxes for the year 2019 in the amount of \$20.44 are PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. 36344 (Lot 7)

Taxes for the year 2019 in the amount of \$19.56 are PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. 36345 (Lot 8)

Taxes for the year 2019 in the amount of \$25.78 are PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. 34346 (Lot 9)

Taxes for the year 2019 in the amount of \$5.78 are PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. 36347 (Tract A)

8. Easements, restrictions, reservations, building set-back lines, notes and access limitations which are shown on the plat recorded as Document No. 2008P00022 (Lansing Town Centre), and as per plat, recorded as Document No. 2010P00011 (Lansing Town Centre, 2nd Plat).
9. Easement to Delaware Township Water Department, recorded in Book 519, Page 709, for construction and maintenance of utility lines.
10. Easement to Delaware Township Water Department, recorded in Book 520, Page 44, for construction and maintenance of utility lines.
11. Easement to Delaware Township Water Department, recorded in Book 520, Page 46, for construction and maintenance of utility lines.
12. Easement to Delaware Township Water Department, recorded in Book 520, Page 48, for construction and maintenance of utility lines.
13. Easement to Delaware Township Water Department, recorded in Book 520, Page 1423, for construction and maintenance of water lines.
14. Easement to Delaware Township Water Department, recorded in Book 520, Page 1947, for construction and maintenance of water lines.
15. Right of Way granted to LanDel Water District of Leavenworth County, Kansas filed June 16, 1993, recorded in Book 680, Page 832.
16. Right of Way granted to LanDel Water District of Leavenworth County, Kansas filed June 17, 1993, recorded in Book 680, Page 979.
17. Right of Way granted to LanDel Water District of Leavenworth County, Kansas filed June 18, 1993, recorded in Book 680, Page 1133.
18. Right of Way granted to LanDel Water District of Leavenworth County, Kansas filed November 4, 1993, recorded in Book 686, Page 780.
19. Declaration of Abandonment recorded January 19, 1994, in Book 689, Page 817.

20. Deed of Dedication to the City of Lansing filed May 30, 2001, in Book 810, Page 1137.
21. Deed of Dedication to the City of Lansing filed May 30, 2001, in Book 810, Page 1149.
22. Easement to the City of Lansing, recorded in Book 844, Page 679, for construction and maintenance of a sanitary sewer.
23. Easement to the City of Lansing, recorded in Book 844, Page 685, for construction and maintenance of a sanitary sewer.
24. Easement to Department of Public Works of the City of Lansing, Kansas, recorded in Book 844, Page 691, for construction and maintenance of an access easement.
25. Right of Way granted to LanDel Water District of Leavenworth County, Kansas filed August 12, 2002, recorded in Book 845, Page 2105.
26. Right of Way granted to Lan-Del Water District of Leavenworth County, Kansas filed September 27, 2002, recorded in Book 850, Page 382.
27. Right of Way granted to Lan-Del Water District of Leavenworth County, Kansas filed March 9, 2006, recorded in Book 977, Page 1128.
28. Right of Way granted to Lan-Del Water District of Leavenworth County, filed April 13, 2006, recorded in Book 980, Page 1581.
29. Right of Way granted to Lan-Del Water District of Leavenworth County, filed April 13, 2006, recorded in Book 980, Page 1583.
30. Right of Way granted to Lan-Del Water District of Leavenworth County, filed April 20, 2006, recorded in Book 981, Page 399.
31. Right of Way granted to Oneok, Inc., an Oklahoma corporation dba Kansas Gas Service filed May 8, 2006, recorded in Book 982, Page 2535.
32. Right of Way granted to Lan-Del Water District of Leavenworth County, filed January 5, 2007, recorded in Book 1002, Page 1252.
33. Right of Way granted to Oneok, Inc., an Oklahoma Corporation dba Kansas Gas Service filed June 11, 2007, recorded as Document No. 2007R02688.
34. Right of Way granted to Oneok, Inc., an Oklahoma Corporation dba Kansas Gas Service filed September 14, 2007, recorded as Document No. 2007R06566.
35. Right of Way granted to Lan-Del Water District of Leavenworth County filed January 17, 2008, recorded as Document No. 2008R00587.
36. Easement to the City of Lansing, recorded as Document No. 2008R05314, for construction and maintenance of a permanent utility easement.
37. Easement to the City of Lansing, recorded as Document No. 2008R05315, for construction and maintenance of a permanent utility easement.

38. Easement to the City of Lansing, recorded as Document No. 2008R05316, for construction and maintenance of a permanent utility easement.
39. Right of Way granted to the City of Lansing filed May 27, 2008, recorded as Document No. 2008R05322.
40. Easement to the City of Lansing, recorded as Document No. 2008R05323, for construction and maintenance of a permanent utility easement.
41. Right of Way granted to the City of Lansing filed May 27, 2008, recorded as Document No. 2008R05324.
42. Easement to the City of Lansing, recorded as Document No. 2008R05325, for construction and maintenance of a permanent drainage easement.
43. Easement to the City of Lansing, recorded as Document No. 2008R05326, for construction and maintenance of a permanent utility easement.
44. Right of Way granted to Oneok, Inc., an Oklahoma corporation dba Kansas Gas Service filed September 29, 2008, recorded as Document No. 2008R09433.
45. Right of Way granted to Oneok, Inc., an Oklahoma corporation dba Kansas Gas Service filed November 10, 2009, recorded as Document No. 2009R11142.
46. Terms and provisions of Declaration of Restrictions or Protective Covenants recorded July 9, 2010, as Document No. 2010R05488.
47. Rights of others in and to any crops growing on the land, together with such other rights, title or interests held by any party under any unrecorded crop lease or other crop sharing arrangement.

No liability is assumed hereunder for Financing Statements, not recorded in the Real Estate records, which may affect crops growing or to be grown on the land as described herein.
48. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.