

**ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS
LANSING TOWNE CENTER
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS DECLARATION OF LANSING TOWNE CENTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "**Assignment**") is made effective as of October 8, 2020 by and between **Lansing Properties, LLC**, a Kansas limited liability company, successor in interest to Lansing Towne Centre, Inc., a Kansas corporation, successor by conversion to Lansing Towne Centre, LLC, a Kansas limited liability company ("**Assignor**"), and the **City of Lansing, Kansas**, a second class city, duly organized and existing under the laws of the State of Kansas ("**Assignee**").

RECITALS:

WHEREAS, Assignor entered into that certain Lansing Towne Center Declaration of Easements, Covenants and Restrictions dated July 6, 2010 and recorded July 9, 2010 with the Register of Deeds for Leavenworth County, Kansas as Document No. 2010R05488 (the "**Declaration**"), naming Lansing Towne Centre, LLC, a Kansas limited liability company ("**Towne Centre LLC**"), as "Developer" under the Declaration, concerning the real property located in Lansing, Kansas, now legally described as follows (the "**Property**"):

Lots 2 through 4, inclusive, LANSING TOWNE CENTRE, 2ND PLAT, a subdivision located in the City of Lansing, Leavenworth County, Kansas.

WHEREAS, on or about December 30, 2011, Towne Centre LLC converted from Lansing Towne Centre, LLC, a Kansas limited liability company to Lansing Towne Centre, Inc., a Kansas Corporation ("**Towne Centre Inc.**"), as evidenced by filing of a Certificate of Conversion to a Kansas Entity filed with the Kansas Office of the Secretary of State, File Number 3967205.

WHEREAS, on or about April 23, 2020, Towne Centre Inc. dissolved and liquidated said corporation as evidenced by filing of a For-Profit Corporation Dissolution by Written Content filed with the Kansas Office of the Secretary of State, File Number 3967205 ("**Dissolution**").

WHEREAS, contemporaneously with the Dissolution on April 23, 2020, Towne Centre Inc.: (i) executed a Kansas Special Warranty Deed, filed April 24, 2020 with the Kansas Office of the Secretary of State, File Number 2020R03412, conveying Lot 2 of the Property to Assignor, and (ii) assigned its rights, benefits, powers, reservations, privileges, duties and responsibilities as “Developer” under the Declaration to Assignor pursuant that certain Bill of Sale and Assignment and Assumption Agreement.

WHEREAS, contemporaneously with this Assignment, Assignor intends to: (i) convey the Lot 2 Property covered by the Declaration to Assignee, and (ii) pursuant to Section 9 of the Declaration, assign Assignor’s rights, benefits, powers, reservations, privileges, duties and responsibilities as “Developer” under the Declaration to Assignee.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Except as otherwise specifically defined herein, all capitalized terms shall have the meanings assigned to such terms in the Declaration. The Recitals are hereby incorporated herein by this reference.
2. Assignor hereby assigns to Assignee all of Assignor's rights, benefits, powers, reservations, privileges, duties and responsibilities as “Developer” under the Declaration, and Assignee hereby accepts and assumes the same.
3. The within and foregoing Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns. This instrument shall be construed in all respects under the laws of the State of Kansas.

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