

City of Sedgwick
City Council Meeting
September 17, 2025

TO: Mayor and City Council

SUBJECT: Development Agreement – Lange Real Estate

INITIATED BY: Administration

AGENDA: New Business

Background: The City recently purchased 40 acres of land at the NW corner of 96th and Hoover for future residential development. Ryan Mills of Lange Real Estate presented to the governing body a proposed development agreement where Lange Real Estate would partner with the City as the developer of the land with the City retaining ownership and financial responsibility for the development. Revisions have been made to the agreement in terms of the scope of work, overall project ownership, and development schedule.

Analysis: Lange Real Estate is a growing developer in the Wichita area and has more recently started development projects along the north end corridor furthering real estate development offerings in Park City, Valley Center, and Hesston.

The proposed development agreement sets forth a timeline with deadlines for both the developer and the owner of the project to keep things on track and allow for an exit from both parties if either party is default on their obligations. Upon the effective date of the development agreement the developer would have 90 days to complete and present the final Master Development Plan to the governing body for consideration. This document will establish the general plan for the development, design, projections of income & expenses and development schedule. The Governing Body will work side by side with the developer providing input on requests during the Master Development Plan process.

Upon completion of the Master Development Plan, both parties have 150 days to make reasonable efforts to mutually agree and adopt the Master Development Plan. Following the adoption of the Master Development Plan, the City and Developer will have 90 days to work with the City's chosen engineer to commence design and construction of infrastructure.

The current timeline has the development project qualifying for final or temporary certificates of occupancy for 50% of the development on or before year 5; with final completion slated on or before year 10. The timeline can be expedited or slowed down at any time dependent upon both parties' ability to move through obligations.

Financial Considerations: Financially, the City as the owner of the project would be responsible for the development fees (10% of the total input costs for the project), any engineering work, and the infrastructure improvements for the project. Additionally, in the event a public incentive is granted, a public incentive fee of 2.5% of the par value of the bonds for any public incentives shall be paid to the Developer. In adoption of this development agreement, the City would simultaneously adopt the

brokerage agreement with Lange Real Estate making them the sole realtor for the project. Lange would be incentivized through the sale of lots within the development and receive a stipulated percentage of those sales.

Recommended Action: It is recommended that the governing body adopt the development agreement as presented.

DEVELOPMENT AGREEMENT

CITY OF SEDGWICK, KANSAS

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) made and entered into this 17th day of September, 2025 (the “**Effective Date**”), by and between the **City of Sedgwick, Kansas**, a municipal corporation organized according to Kansas law (the “**City**”), and **Lange Real Estate**, 1101 W Douglas Ave Wichita, KS 67213 hereinafter referred to as **Lange Real Estate** (hereinafter referred to as “**Lange**” or the “**Developer**”), the City and the Developer are hereinafter collectively referred to as the “**Parties**” and each a “**Party**”.

For purposes of this Agreement, the terms “**Lange**” and “**Developer**” may be used interchangeably to refer to Lange Real Estate.

RECITALS

- A. The City is the owner (the “**Owner**”) of approximately 40 acres of real property described in ***Exhibit A*** attached hereto (the “**Property**”).
For purposes of this Agreement, the terms “**City**” and “**Owner**” may be used interchangeably to refer to City of Sedgwick.
- B. The City and Developer wish to enter into an Exclusive Developer Agreement for the purpose of marketing and developing real property owned by OWNER, as described in ***Exhibit A***, pursuant to the terms of this Agreement and in accordance with the proposed concept plan as more fully described in ***Exhibit B*** (the Development).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, it is mutually agreed by and between the Parties as follows:

ARTICLE I

RELATIONSHIP OF THE PARTIES

- 1.1. **DEVELOPER** will act as the exclusive broker, marketer and developer of the Development. The Real Property will be included in and become an integral part of the Development to serve the needs of future tenants and purchasers in the Development, and OWNER acknowledges and agrees that other than DEVELOPER, OWNER will not list the Real Property for sale, independently market the Real Property, or sell the Real Property to any third party, during the Term, as defined below. OWNER will work exclusively with DEVELOPER.

Notwithstanding, the provisions of the first paragraph of this Section 1.1, OWNER may, in its sole discretion, continue to manage, offer for lease, repair, and collect lease and rental payments with respect to the Real Properties listed on “**Exhibit A**”, until such time as any one or more of the Real Properties is identified to become an integral part of the Development.

- 1.2. This Agreement is exclusive.
- 1.3. **Brokerage:** DEVELOPER will be the Broker for OWNER and the attached “**Exhibit C**” Listing Agreement shall be executed simultaneously with this agreement which specifies the terms of the brokerage agreement. If this subject property is sold to one of the DEVELOPER entities partially or wholly for development, there will be a brokerage fee due as per that listing agreement. If the OWNER does a build to suit development for this property either partially or wholly then a broker fee will apply and be due as well.
- 1.4. Developer will maintain and have the exclusive right and responsibility for the negotiation of all sales agreements.

ARTICLE II

COSTS AND EXPENSES

It is understood, OWNER shall be responsible for all approved development expenses related to the Real Property. Under no circumstances shall either party be liable to the other party for lost or anticipated profits, consequential, incidental, special, punitive or any other type of indirect damages as a result of this agreement.

ARTICLE III

DEVELOPMENT AND CONSTRUCTION

- 3.1. **Master Development Plan:** DEVELOPER, with the participation and input of CITY, will prepare a draft(s) Master Development Plan establishing the general plan for the development, design, projections of income & expenses and development schedule. The Developer will present the draft Master Development Plan to the City Council for approval, which will be granted or withheld in the City Council’s sole discretion. The Master Development Plan approved by the City will serve as a master guide to the development of the Project. The Parties acknowledge that the nature, size, and design of the improvements to be constructed within the Project will conform to the Master Development Plan, as may be amended from time to time upon approval of the City.

3.2. Design.

3.2.1. ***Surveys, Planning and Zoning.*** Developer will select and engage surveyors, with City approval, to survey and determine the legal descriptions of the Property. Developer will work with the contracted City Engineering firm to prepare all plats, site plans, drainage plans, and other requirements of the City's Subdivision Regulations and Zoning Regulations. The Developer will cause to be prepared and submitted an application for any necessary change to zoning classification of the Property and any other Governmental Approvals required to develop the Property. All costs associated with the surveys, planning, zoning applications, and related Governmental Approvals shall be borne by the City.

3.2.2. ***Design.*** The Developer will work in conjunction with the City to establish an appropriate design of the development, subject to the requirements of the Master Development Plan, and City Council's approval, in accordance with this Section and all applicable building codes, laws, and regulations. The Developer shall provide the City with preliminary plans and specifications for the development when they are prepared. The City shall participate in the design process and provide design input. The Developer may submit designs and/or development plans for the City's consideration in the City's sole discretion in accordance with the City's standard process for similar projects. All costs associated with the design and related Governmental Approvals shall be borne by the City.

3.3. Infrastructure

3.3.1. ***Design and Construction.*** Developer will coordinate with the City and City's engineer to design any infrastructure improvements to serve the development, including sanitary sewer, drainage, streets and paving, and water improvements in conformance with all City Codes and requirements and the Master Development Plan. City will manage and coordinate the bidding and construction process for all infrastructure. The City reserves the right to enter into a supplementary agreement with the Developer to transfer the responsibility of the management and coordination of the bidding and construction process to the Developer. The contractor will be selected and engaged with the approval of the City. All infrastructure improvements will, where appropriate, connect to existing City infrastructure improvements in a manner approved by the City. All infrastructure improvements will be designed and constructed in accordance with plans approved by the City and to City standards. All costs associated with the design, bidding, and construction of infrastructure improvements shall be borne by the City.

3.4. **Incentives.** Developer and the City will analyze the availability and effectiveness of potential public incentive programs with respect to the Project. If public incentives are available and desired to be included for the Project, the Developer will cause all necessary applications to be submitted to the City. The Developer acknowledges the granting of public incentives is within the sole discretion of the City (or other appropriate governmental body) and that the Developer obligations under this Agreement are not contingent upon receipt or approval of any incentive that may be requested.

3.4.1. **Public Incentive Fee.** In the event a public incentive is granted, a Public Incentive Fee equal to 2.5% of the par value of the bonds for any public incentives (TIF, CID, KHITC, MIH, RHID, and IRBs or similar) shall be paid to the Developer. In the event bonds are not funded but are issued in a pay-as-you-go format, the Public Incentive Fee shall be approximated as though the Public Incentive was bonded. The Public Incentive Fee shall be paid at bond/financing closing.

3.5. **Restrictive Covenants.** Developer, with the approval of the City, will develop restrictive covenants to be applicable to the Project. Such covenants will include design standards, use restrictions, common area maintenance and management, and other provisions all to maintain the first-class quality of the Project. The Developer agrees that one or more owners' associations shall be formed and incorporated as non-profit corporations under Kansas law, at the Developer's sole cost. The declarations of covenants and other provisions of the owners' associations being formed shall provide specific pertinent language requiring that the owners' association maintain the appropriate common areas and drainage areas in accordance with the plat of the Project, City Code, and City standards.

3.6. **Speculative Home Construction.** The City has expressed interest in the construction of a speculative home ("Spec Home") within the Development to help catalyze residential activity. While Lange shall not be required to construct a Spec Home, Developer is supportive of this objective and agrees to make commercially reasonable efforts to facilitate the construction of a Spec Home by a third-party builder. Such efforts may include:.

- (1) Engaging in direct outreach to builders with whom Developer has established relationships through past or ongoing residential projects;
- (2) Coordinating site tours or informational meetings between such builders and City representatives, if requested; and
- (3) Providing relevant development timelines, infrastructure updates, and lot availability to interested builders.

Developer will encourage these builders to consider construction of a Spec Home on market-feasible terms. The City acknowledges that Developer cannot guarantee the participation of any third-party builder or the timing or terms under which a Spec Home may be constructed.

3.7. Development Schedule.

3.7.1. The Developer will meet the following Development Schedule:

	<i>Developer Obligation</i>	<i>Deadline</i>
1.	Good faith reasonable efforts to obtain City decisions, on Master Development Plan terms, culminating in an initial draft of the Master Development Plan for City consideration	90 days after Effective Date (plus a day-for-day extension if the 3.7.2 60-day deadline is not met)
2.	Good faith reasonable efforts to mutually agree with City on the initial Master Development Plan	150 days after the 3.7.1.1. deadline
3.	Commence Design and Construction of Infrastructure if assigned by City per section 3.3.1	90 days after mutual approval of Master Development Plan
4..	Qualify for final or temporary certificates of occupancy ("CO") for 50% (or other reasonable substantial completion metric) of the Private Development Project building area designed to be occupied. Plus after the 5-year deadline meet the terms of the temporary CO to achieve final CO.	5 years after mutual approval of Master Development Plan
6.	Qualify for final or temporary CO for all Private Development Project building area designed to be occupied, and after said 10 year deadline. Plus after the 10-year deadline meet the terms of the temporary CO to achieve final CO.	10 years after mutual approval of Master Development Plan

3.7.2. The City will meet the following Development Schedule:

	<i>City Obligation</i>	<i>Deadline</i>
1.	Decisions on Developer's requests for input to the Master Development Plan terms, needed before Developer can provide initial draft of the Master Development Plan for City consideration	60 days after Effective Date
2.	Good faith reasonable efforts to mutually agree with Developer on the initial Master Development Plan	150 days after the 3.7.2.1 deadline
3.	Commence Design and Construction of Infrastructure or assigned responsibility to Developer per section 3.3.1	90 days after mutual approval of Master Development Plan

ARTICLE IV
DEVELOPER FEE

4.1. For the work and services to be performed by DEVELOPER under this Agreement, OWNER shall pay to DEVELOPER:

- LANGE, as Developer, shall be entitled to a reasonable and customary development fee equal to ten percent (10%) of the total input costs for the Project (the "Development Fee"), as reasonably estimated at the outset of the Project. (For avoidance of confusion, it is the parties' intention that the 10% development fee is in addition to the 2.5% fee on incentives procured and the 2% fee on investment procured.) The estimated Development Fee shall be divided evenly over the projected number of months required to complete the Project and invoiced monthly. Each monthly invoice shall accrue in full but shall not become due and payable until the occurrence of a "Cash Event," as defined below.

At Project completion or upon final determination of total input costs, the actual Development Fee shall be calculated. If the actual Development Fee exceeds or falls short of the estimated Development Fee, the difference shall be reconciled as an adjustment to the final invoice(s). Any overpayment or underpayment shall be credited or invoiced accordingly.

Cash Event Definition.

For purposes of this Agreement, a “Cash Event” means any transaction or occurrence that results in a material inflow of Project capital or liquidity, including, without limitation, the closing of construction financing, sale of Project assets, reimbursement of public incentives, or such other liquidity events as may be mutually agreed in writing by the Parties.

- If LANGE brings Investors to this development, LANGE will be paid Two Percent (2%) of all investor funds contributed at the time of contribution.

ARTICLE V**MISCELLANEOUS**

- 5.1. **Governing Law.** This Agreement shall be subject to, and construed and interpreted in accordance with, the laws of the State of Kansas without regard to the conflict of law’s provisions thereof.
- 5.2. **Disputes.** Any dispute, controversy or claim arising out of or in conjunction with this Agreement, including without limitation any dispute regarding the enforceability of any provision, which cannot be resolved through good faith negotiations within thirty (30) days or such longer period of time as may be mutually agreed between the Parties, shall be exclusively submitted to and finally resolved in the 18th Judicial District Court, for the State of Kansas, sitting in Wichita, Sedgwick County, Kansas.
- 5.3. **Notices.** All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement: (i) when personally delivered; (ii) upon receipt of a telephone facsimile transmission with a confirmed telephonic transmission answer back; provided that such notice, request, demand or other communication is also sent by a nationally recognized overnight courier; (iii) three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid; or (iv) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns at the following address (or at such other address or number as is given in writing by either party to the other):

Notices to DEVELOPER will be sent to:

LANGE REAL ESTATE
Attn: Ryan Mills
1101 W. Douglas
Wichita, Kansas 67213

Notices to Owner will be sent to:

City of Sedgwick
Attn: Kyle Nordick
520 N. Commercial Ave.
Sedgwick, KS 67135

- 5.4. **Assignment/Binding Effect.** Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, except to a successor in ownership of all or substantially all of the assets of the assigning party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any attempted assignment without written consent will be void. This Agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the parties.
- 5.5. **Severability.** Should any provision of this Agreement be determined to be unenforceable or prohibited by any applicable law, this Agreement shall be considered severable as to such provision which shall then be inoperative, but the remaining provisions shall be valid.
- 5.6. **Entire Agreement/Modification.** This Agreement contains the entire understanding between the parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by a mutually acceptable written amendment executed by each of the parties hereto. In the event of any alterations, adjustments, or modifications to the scope of work delineated in this Agreement that substantially affect the Project budget, the Parties herein agree to create a formal change order. This change order shall detail the nature of the changes, their impact on the Project budget, development fees, and any necessary adjustments to the terms, responsibilities, or costs delineated within this Agreement. All involved Parties shall review, consent to, and formally endorse this change order as an integral amendment to the existing Agreement prior to the implementation of said modifications.
- 5.7. **Limited Durable Power of Attorney.** It is understood and agreed between the parties hereinbefore mentioned that OWNER shall grant to DEVELOPER a Limited Durable Power of Attorney per the listing agreement allowing DEVELOPER to act as an agent of the OWNER for performing all requisite and necessary acts necessary to develop OWNER's property on "Exhibit A".
- 5.8. **Execution in Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

- 5.9. **Proof of Insurance.** Prior to the execution of any development agreement, the OWNER shall furnish, upon request, valid and satisfactory proof of insurance coverage for the property intended for development. The insurance documentation provided must meet the specifications and requirements mutually agreed upon by both the OWNER and the DEVELOPER. The DEVELOPER reserves the right to review and approved the insurance documentation before finalizing the development agreement. Failure to present adequate proof of insurance may result in the postponement or non-execution of the development agreement.
- 5.10 **Owner Failure to Perform.** In the event that the OWNER fails to fulfill their obligations as outlined in this Agreement or encounters circumstances solely attributable to the OWNER, hindering the progress or advancement of the Project, the DEVELOPER shall be entitled to compensation for the work completed up to the point of such occurrence. This compensation shall be commensurate with the completed work and expenses reasonably incurred by the DEVELOPER, as verified and agreed upon by both Parties. The determination of compensation shall be based on documented progress and expenses incurred by the DEVELOPER, excluding any additional losses or anticipated profits. The Parties agree to negotiate in good faith to reach a reasonable and fair resolution regarding the compensation for work completed due to such circumstances.
- 5.11 **Developer Failure to Perform.** In the event that the DEVELOPER fails to meet a milestone as outlined in Section 3.6.1, the DEVELOPER shall be required to meet with City within fourteen (14) days of missed milestone. The Parties agree to work in good faith to set a reasonable correction plan for completion of Project.

ARTICLE VI
TERM AND TERMINATION

This Agreement shall become effective as of the date the agreement is fully executed (the “*Effective Date*”) and will continue for a term of **ten (10) years** (the “*Term*”). Developer to provide an estimated development timeline and schedule within ninety **(90)** days of this signed agreement for stakeholder approval. See Exhibit D for a template example. If the obligations of the developer within the schedule provided are not met or modified based on approvals or stipulations outside of developer and owner control, either party may terminate this agreement by providing 90 days advanced written notice.

IN WITNESS WHEREOF, this Agreement was signed by the Parties hereto under the hands of their duly authorized Officers effective as of the Effective Date.

LANGE REAL ESTATE, LLC & Assigns

OWNER

By: _____

Name: Rachel Lange-Mills

Title: Member

Date: _____

By: _____

Name:

Title:

Date: _____

By: _____

Name: Ryan Mills

Title: Developer

Date: _____

By: _____

Name:

Title:

Date: _____

“EXHIBIT A”

The Property is generally shown outlined below in red, along with all other city-owned property rights adjacent thereto that are not public road, pedestrian or utility right-of-way.

The Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Thirty-four (34),
Township Twenty-four (24) South,
Range One (1) West of the 6th P.M., Harvey County, Kansas.

“EXHIBIT B”



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT - LAND
SELLER AGENCY

This Exclusive Right to Sell Listing Agreement – Land (“Agreement”) is between Seller and Brokerage Firm (Brokerage Firm, its brokers, agents, and employees are referred to collectively as “Broker”) for the Property commonly known as _____ the “Property”).

This Agreement is exclusive and irrevocable for the period beginning _____ and ending _____ the “Term”).

LEGAL DESCRIPTION: _____

The Property is offered for sale for: (i) (\$ _____) _____ dollars or (ii) (\$ _____) _____ dollars per acre (the “Purchase Price”) on the following terms:

A. ☐ Cash B. Loan: ☐ Conventional ☐ Assumption ☐ FHA ☐ VA C. ☐ Seller Carry

Sale of the Property shall include all improvements located on the Property, as well as the following items: _____

Sale of the Property shall exclude the following: _____

Mineral rights: _____ % pass with the land _____ to the buyer _____ % remain with the Seller _____ % are owned by third party _____ unknown	Crops planted at the time of sale: _____ pass with the Property _____ to the Buyer _____ remain with the Seller _____ none _____ negotiable _____ other	Water rights: _____ pass with the Property _____ to the Buyer Permit # _____ _____ remain with the Seller Permit # _____ _____ have been terminated.
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(please describe other) _____

Are there any oil, gas, or wind leases of record? _____

There is no leasehold interest or tenant's rights in the Property, except as follows: _____

1. BROKER AGREES TO: Perform the terms of this Agreement, promote the interests of Seller with the utmost good faith, loyalty, and fidelity, including presenting all offers, counteroffers and back-up offers in a timely manner. Upon Seller’s execution of a Contract for Purchase, Broker will not be obligated to continue marketing the Property but will submit to Seller any offers received and update the status of the Property per the Multiple Listing Service (“MLS”) guidelines. **Broker will:**

- A. Market the Property at Broker’s expense, unless otherwise agreed to in writing.
- B. Disclose to the Seller all adverse material facts actually known by the Broker about the Prospective Buyer and advise the Seller to obtain expert advice as to material matters known by the Broker but the specifics of which are beyond the Broker’s expertise. When the Seller has been so advised, no cause of action for any person shall arise against the Broker pertaining to such material matters.
- C. Disclose to any customer and Seller any facts actually known by Broker, related to the physical condition of the Property, that were omitted from, or which contradict any information included in a written report that has been prepared by a qualified third party and provided to a customer or Seller. However, Broker owes no duty to conduct an independent inspection of the Property for the benefit of a customer or to independently verify the accuracy or completeness of any statements made by the Seller or any qualified third party.
- D. Account in a timely manner for all money and property received.

Seller’s Initials _____

- E. Comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas (the "Act") and rules and regulations adopted under the Act, comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.
- F. Not to disclose any confidential information about the Seller unless disclosure is required by statute, rule, or regulation, or unless failure to disclose would constitute fraudulent misrepresentation. No cause of action for any person shall arise against the Broker for making any required or permitted disclosure.
- G. Disclose to any customer all adverse material facts actually known by the Broker, including but not limited to environmental hazards affecting the Property which are required by law to be disclosed, the physical condition of the Property, any material defects in the Property or title thereto, or any material limitations on the Seller's ability to perform under the terms of the contract.

2. THE BROKER IS NOT RESPONSIBLE for vandalism, theft, or damage or loss of any kind to the Property.

3. SELLER AGREES TO AND WILL:

- A. Refer all inquiries and offers received during the Term of this Agreement to the Broker.
- B. Furnish the Broker a key (if applicable) to the Property and permit the Broker to place a lock box on the Property during the Term of this Agreement or until final settlement of a sales transaction, whichever is later.
- C. Provide evidence of clear title to the Property and inspection reports, including, but not limited to, water well, septic tank, lagoon, and environmental inspections, when required in a sales contract or by a code or ordinance of a governmental agency. Seller agrees to indemnify, defend, and hold harmless Broker from any liability, cost or expense related to the title to the Property, any inspections, or any inspection reports.
- D. Unless, otherwise agreed to in writing, leave utilities (if applicable) on up until the first of the following to occur: (a) through the expiration of the Term of this Agreement; or (b) until Prospective Buyer's possession of the Property.
- E. Thoroughly review the listing information prepared by the Broker and advise the Broker immediately of any errors or omissions. Seller represents and warrants that to the best of Seller's knowledge the listing information is accurate.

4. COMPENSATION: Seller agrees to pay Broker _____% of the Purchase Price or \$_____ (the "Fee") Seller authorizes the deduction of the Fee from the Seller's proceeds at closing. As clarification, if a sale of the Property fails to close due to Seller's default or with Seller's consent, Seller shall remain obligated to pay Broker the Fee.

Seller agrees to pay Broker an additional fee of _____% of the Purchase Price OR \$_____ (the "Fee") if the Selling Broker assumes the role of Transaction Broker for both parties OR if a Buyer is not represented by a broker, ("Buyer Broker"). Broker assumes additional liability and paperwork responsibilities. Broker will not represent the Buyer, but will facilitate the completion of necessary forms and ensure fair treatment of all parties.

Seller has been advised that Contract for Purchase may include requests for Seller to pay Buyer Brokerage Fee.

Brokerage fees are not set by law and are fully negotiable. Broker does not share compensation with Buyer Broker.

In addition, Seller shall pay Broker the Fee if the Property is sold, leased, exchanged, conveyed, or otherwise transferred to an Identified Prospective Buyer within _____ days (End of day is defined as 11:59 pm.) after the termination or expiration of this Agreement (the

"Protection Period"). An "Identified Prospective Buyer" is any person or entity with whom Broker has provided information, shown, exchanged correspondence, negotiated, or exposed the Property and whose name is listed in a written notice provided to Seller by Broker prior to the expiration or termination of this Agreement. Notwithstanding the foregoing, Seller shall not be obligated to pay the Fee if Seller and another licensed real estate broker execute a valid exclusive listing agreement during the Protection Period and the sale, lease, exchange, conveyance, or transfer of the Property is made during the Protection Period.

Seller's Initials _____

87 Seller directs Broker to cooperate with and disclose to cooperative brokers as specified below. The Seller agrees that
88 Broker shall: **(please initial)**

89 Offer Cooperation to:
90 Buyer's Broker Yes ☐ ☐ No ☐ ☐ Transaction Broker Yes ☐ ☐ No ☐ ☐

91 **5. LISTING SERVICES:**

92 Seller authorizes Broker to:

- 93 A. Place a For Sale sign on the Property and remove all other signs during the Term of this Agreement.
94 B. Enter the Property at reasonable times to show to Prospective Buyers or provide access for inspections and
95 appraisals.
96 C. Contact any and all lien holders to obtain any and all relevant information.

97 **6. EARNEST MONEY:** Seller understands and agrees that Broker may accept a deposit ("Earnest Money"), which will be
98 applied against the Purchase Price and deposited into an escrow account maintained by the Broker or other escrow
99 agent until the closing of the sale of the Property. If the Earnest Money is forfeited by the Prospective Buyer, Seller shall
100 be entitled to ½ of the Earnest Money and shall direct the escrow agent to pay ½ of the Earnest Money to Broker or
101 authorize Broker to retain ½ of the Earnest Money if the Earnest Money is in an escrow account maintained by Broker.
102 Notwithstanding the foregoing, Broker's ½ of the Earnest Money shall not exceed the Fee which would be paid to Broker
103 if the sale closed.

104 **7. BROKERAGE RELATIONSHIP DISCLOSURE:** Seller acknowledges receiving the "Real Estate Brokerage Relationships"
105 disclosure. Seller understands and agrees that as part of the marketing of the Property, Broker may be showing
106 Prospective Buyers properties other than the Property and providing Prospective Buyers with information on selling
107 prices in the area. Seller understands that Broker may show alternative properties not owned by Seller to Prospective
108 Buyers and may list competing properties for sale without breaching any duty or obligation to Seller.

109 **8. TRANSACTION BROKER:** Seller acknowledges that Broker may have clients who have retained Broker to represent
110 them as a Prospective Buyer in the acquisition of property. If a Prospective Buyer client becomes interested in making
111 an offer on Seller's Property, then the Broker would be in a position of representing both Prospective Buyer and Seller
112 in that transaction unless Designated Agents have been appointed pursuant to paragraph 9. Such representation would
113 constitute dual agency, which is illegal in Kansas. With the informed written consent of both Prospective Buyer and
114 Seller, Broker may act as a Transaction Broker. As a Transaction Broker, Broker would assist the parties with the real
115 estate transaction without being an agent or advocate for the interests of either party.

116 **Seller consents** to Transaction Brokerage, subject to both Prospective Buyer and Seller signing a Transaction Broker
117 Addendum to their agency agreement with Broker, which must be signed by the Prospective Buyer prior to writing an
118 offer to purchase the Property and by Seller prior to signing the purchase contract.

119 **(please initial one)** Yes ☐ ☐ No ☐ ☐

120 **9. DESIGNATED AGENCY:** A Designated Agent is a real estate licensee affiliated with a Broker who has been designated
121 by the Broker, or the Broker's duly authorized representative, to act as the agent of a Broker's Prospective Buyer or
122 seller client to the exclusion of all other affiliated licensees.

123 A. **If a Designated Agent is not appointed to represent Seller,** Seller understands that although a Designated
124 Agent is not appointed to represent Seller, another licensee with Broker's firm may act as a Designated Agent
125 for a Prospective Buyer who may be interested in Seller's Property. If another licensee with Broker's firm acts
126 as a Designated Agent for a Prospective Buyer in the sale of Seller's Property, Seller understands:

- 127 1. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker and will not
128 advocate for the interests of either party, and will not, without prior consent of both parties, disclose any
129 information or personal confidences about a party, which might place the other party at an advantage. The
130 supervising Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the
131 transaction as a Transaction Broker.

Seller's Initials ☐ ☐

2. The Designated Agent for the Prospective Buyer will perform all of the duties of a Prospective Buyer's Agent and will be the Prospective Buyer's legal agent to the exclusion of all other licensees in the Broker's firm.
3. All other licensees affiliated with the firm will represent Seller in the sale of Seller's Property and will perform all of the duties of a Seller's Agent. Seller consents to a Designated Agent from the Broker's firm representing a Prospective Buyer in the sale of Seller's Property.

(please initial one) Yes ☐ ☐ No ☐ ☐ N/A ☐ ☐

B. If a Designated Agent is appointed to represent Seller, Seller understands:

1. The Designated Agent will perform all of the duties of a Seller's Agent and will be Seller's legal agent to the exclusion of all other licensees in the Broker's firm.
2. Another licensee with the Broker's firm may act as a Designated Agent for the Prospective Buyer in the sale of Seller's Property.
3. The supervising Broker (or branch Broker, if applicable), will act as a Transaction Broker, and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party, which might place the other party at an advantage. The supervising Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
4. If the Designated Agent for the Seller is also the Designated Agent of a Prospective Buyer who is interested in Seller's Property, the Designated Agent cannot represent both Seller and Prospective Buyer. With the informed consent of both Prospective Buyer and Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.
5. If a Prospective Buyer client of a Designated Agent wants to see a property which was personally listed by the supervising Broker, the supervising Broker, with the written consent of Seller, may specifically designate an affiliated licensee who will act as a Designated Agent for Seller. Seller consents to a Designated Agent relationship.

(please initial one) Yes ☐ ☐ No ☐ ☐ N/A ☐ ☐

If applicable, Broker, or Broker's authorized representative, hereby designates _____ to act as Designated Agent on Seller's behalf.

Pursuant to paragraph 8, **Seller consents** to the above-named Designated Agent acting as a Transaction Broker in the event the Designated Agent is also the Designated Agent for a Prospective Buyer, subject to both Prospective Buyer and Seller signing a Transaction Broker Addendum to their agency agreement with Broker, which must be signed by the Prospective Buyer prior to writing an offer to purchase the Property, and by Seller prior to signing the purchase contract.

(please initial one) Yes ☐ ☐ No ☐ ☐ N/A ☐ ☐

10. CONCESSIONS: Seller has been advised and understands that BUYER MAY REQUEST SELLER PAID ASSISTANCE (CONCESSIONS) INCLUDING, BUT NOT LIMITED TO: CLOSING COSTS, LOAN COSTS, DISCOUNT POINTS, PREPAIDS, BUYER BROKERAGE FEE, AND HOME WARRANTY.

11. Seller has been advised and understands that THE LAW REQUIRES DISCLOSURE OF ANY KNOWN MATERIAL DEFECTS IN THE PROPERTY TO PROSPECTIVE BUYERS AND THAT FAILURE TO DO SO MAY RESULT IN CIVIL LIABILITY FOR DAMAGES. Seller represents and warrants that the information provided to the Broker as well as the information provided in this Agreement is true and correct according to the Seller's knowledge and agrees to indemnify, defend and hold Broker and any cooperating brokers and agents harmless from any claims, liabilities, and damages, including but not limited to reasonable attorney fees and costs, arising due to (i) Seller's failure to disclose information regarding the Property, (ii) Seller providing any incorrect information regarding the Property, or (iii) Seller's breach of any terms or conditions of this Agreement.

Seller's Initials ☐ ☐

178 **12. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS.** A Seller, who is a foreign person, should consult an attorney or
179 accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA) before entering into negotiations or
180 contracts for the sale of property. **(please initial one)**

181 ☐ ☐ SELLER **is not** a non-resident alien for purposes of the U.S. income taxation (as such term is defined
182 ☐ ☐ in the Internal Revenue Code and Income Tax Regulations).
183 ☐ ☐ SELLER **is** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in
184 ☐ ☐ the Internal Revenue Code and Income Tax Regulations).

185 **13. Multiple Listing Service ("MLS") SUBMISSION:** It is understood and agreed that the Broker will submit information
186 concerning the Property to the MLS in accordance with its rules and regulations. Seller acknowledges and understands
187 that the sales data and/or expiration data can and may be distributed at the discretion of the MLS to its authorized
188 members and authorizes Broker to release all data on the Property. It is further understood that the Broker will timely
189 notify the MLS if information regarding the Property changes. Seller authorizes the Broker to notify the MLS of a signed
190 sales contract on the Property and authorizes the dissemination to others, including the County Appraiser, of sales
191 information (including the sales price of the Property) after the closing of the sale, to be used in establishing the market
192 value for other properties.

193 **14. DISTRIBUTION OF INFORMATION:** Seller authorizes Broker to disseminate data about the Property and other
194 information relating to the Property supplied by, or on behalf of the Seller, including creative works depicting the
195 Property, such as virtual tours, images, and any textual descriptions of the Property (collectively referred to as
196 "Content"), to the MLS's members, participants, subscribers and other licensees or users of the MLS database
197 compilation (collectively referred to as "MLS Users"), and to further disseminate, or permit the MLS or MLS Users to
198 disseminate such Content to potential purchasers through websites on the internet that are owned, operated or
199 controlled by the MLS, other entities with whom the MLS may enter into license agreements authorizing the
200 dissemination or use of such Content, or MLS Users.

201 **Seller acknowledges** that distributing information in this manner is intended to increase public awareness of the
202 Property.

203 **(please initial one)** Yes ☐ ☐ No ☐ ☐

204 **Seller desires to RESTRICT** the marketing of the Property as follows: **(INITIAL ONLY IF APPLICABLE)**

- 205 A. ☐ ☐ Seller does NOT authorize the Broker to submit and market the Property on any internet
206 websites.
207 B. ☐ ☐ Seller does NOT authorize the display of the Property address on any internet website.
208 C. ☐ ☐ Seller does NOT authorize the display of unedited comments or reviews of the Property (or
209 the display of a hyperlink to such comments or reviews) on any MLS User's internet
210 website.
211 D. ☐ ☐ Seller does NOT authorize the display of an automated estimate of the market value of the
212 Property (or a hyperlink to such estimate) on any MLS User's internet website.

213 **15. THE PROPERTY WILL BE OFFERED, SHOWN AND MADE AVAILABLE FOR INSPECTION AND SALE TO ALL PERSONS**
214 **WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, DISABILITY, AGE, FAMILIAL STATUS OR NATIONAL ORIGIN.**

215 **16. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants they are the legal owner of the
216 Property and have the authority to enter into this Agreement and are able to convey merchantable title to the Property.
217 Seller further represents and warrants that the execution and performance of this Agreement do not conflict with any
218 other agreements or legal obligations to which they are a party.

219 **17. MISCELLANEOUS:** _____
220 _____
221 _____
222 _____
223 _____

Seller's Initials ☐ ☐

224 **18. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC**
225 **SIGNATURES:** Signatures to this Agreement may be transmitted by electronic mail (such as a PDF), through electronic
226 means in accordance with the Kansas Uniform Electronic Transactions Act and signed in counterpart, on separate pages,
227 which may then be assembled as the complete agreement of the parties.

228 **19. BINDING EFFECT:** This Agreement shall inure to the benefit of Seller and Broker, and be fully binding upon their
229 respective heirs, executors, personal representatives, administrators, successors, and assigns.

230 **20. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any
231 previously executed contracts and representations, verbal or written.

232 **21. GOVERNING LAW:** This Agreement shall be governed by and construed exclusively in accordance with the laws of
233 the state of Kansas.

234 **22. AMENDMENT:** This Agreement may not be amended, nor any obligation waived, except by writing and signed by
235 the parties.

236 **23. ASSIGNMENT:** No party may assign this Agreement without the written consent of the other.

237 Seller acknowledges receipt of a copy of this Agreement.

238 THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.
239 BROKER RECOMMENDS SELLER RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS
240 INVOLVED IN ANY REAL ESTATE TRANSACTION.

241				
242	Seller		Date	
243				
244	Seller		(Agent's Signature)	
245				
246	Seller's Address		Brokerage Firm's Address	
247				
248	Work Phone		Brokerage Firm's Phone	
249				
250	Seller's e-mail		Agent's e-mail	
			Agent's Fax	

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