

## **BASE LEASE**

**THIS BASE LEASE** (as amended, modified or supplemented from time to time, this “Base Lease”) dated as of December 9, 2025, between the City of Sedgwick, Kansas (the “City”), a municipality duly organized and existing under the constitution and laws of the state of Kansas and the City of Sedgwick, Kansas Public Building Commission, a municipal corporation of the State of Kansas, as lessee (the “PBC”);

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to the authority of K.S.A. 12-1757 *et seq.* (the “Act”), the PBC is authorized to acquire by lease certain tracts of real estate owned by the City described as:

Lots numbered thirty-two (32), thirty-four (34), thirty-six (36), thirty-eight (38), forty (40) and forty-two (42), on the east side of Washington Avenue, in the City of Sedgwick, Harvey County, Kansas, as shown by the recorded plat thereof

and

Lot Thirty (30) on Washington Avenue in the City of Sedgwick, Harvey County, Kansas as established by the plat filed in Book 2, Page 61 of Plat Book Records, together with the East 16 feet of Washington Avenue reverting thereto by reason of vacation.

(the “Land”); and

**WHEREAS**, the City and the PBC propose that the PBC shall lease the Land from the City and provide up to \$2,210,000\* from proceeds of revenue bonds of the PBC and that, in addition to said proceeds, available funds of the City shall also be used to pay the costs to construct, furnish and equip a building to be located on the Land for the benefit of the City’s use as a fire station facility (the “Facility,” and collectively with the Land, the “Project”), and to lease the Project to the City pursuant to a Project Lease dated as of the date hereof (as amended, modified or supplemented from time to time, the “Project Lease”) between the PBC and the City; and

**NOW, THEREFORE**, in consideration of the covenants and agreements by the PBC herein set forth, the City hereby leases the Land to the PBC, to have and to hold, with all appurtenances thereto, upon the terms and conditions set forth herein.

**FURTHER**, the City and the PBC hereby covenant and agree as follows:

**SECTION 1. Representations by the City.** The City represents, covenants and agrees as follows:

(a) The lease of the Land by the City to the PBC and the lease of the Project by the PBC to the City, as provided in the Project Lease, are necessary, desirable and in the public interest, and the City hereby declares its current need for the Project;

(b) The City, pursuant to Resolution No. 10152025 adopted by its governing body, has full power and authority to enter into the transactions contemplated by this Base Lease and the Project Lease and to carry out its obligations hereunder and thereunder, and by proper action has authorized the execution and delivery of this Base Lease and the Project Lease;

(c) Neither the execution and delivery of this Base Lease or the Project Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound;

(d) The City has marketable record fee simple title to the Land;

(e) The Land is not subject to any dedication, easement, right-of-way, reservation, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Project on the Land, as contemplated by the Project Lease;

(f) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, if any, have been paid in full;

(g) The Land is properly zoned for the purpose of constructing the Project; and

(h) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner, except as permitted by this Base Lease and the Project Lease.

**SECTION 2. Representation of the PBC.** The PBC represents, covenants and agrees as follows:

(a) To enter into the Project Lease simultaneously with the delivery of this Base Lease;

(b) To provide funds exclusively from the proceeds of its revenue bonds, in an aggregate amount of \$2,210,000\* (the "Bonds") to pay a portion of the costs of constructing, furnishing, and equipping the Facility on the Land, as authorized pursuant to a resolution of the PBC (the "Bond Resolution"); and

(c) To surrender and deliver the Project to the City upon the expiration of this Base Lease.

**SECTION 3. Term of Base Lease.** The term of this Base Lease shall commence on December 9, 2025, and end on December 9, 2056, unless terminated on the conditions hereinafter provided.

**SECTION 4. Termination.** This Base Lease shall terminate upon the earlier of the following events: (a) the completion of the term set forth in **Section 3**; or (b) payment in full of the Bonds or provision is made therefore in accordance with the Bond Resolution and the City exercises its option to purchase the PBC's interest in the Project pursuant to **ARTICLE XVII** of the Project Lease. Thereupon, this Base Lease shall be considered assigned to the City and terminated through merger of the leasehold interest with the fee interest.

**SECTION 5. Assignments and Subleases.**

(a) The PBC may assign its rights under this Base Lease without the consent of the City (i) in connection with any assignment of its rights under the Project Lease, (ii) if the Project Lease is terminated for any reason or (iii) if an "Event of Default" as defined in the Project Lease has occurred.

If an “Event of Default” under the Project Lease occurs, the PBC shall have the right to possession of the Land for the remainder of the term of this Base Lease and shall have the right to sublease the Project or sell its interest in the Project and this Base Lease upon whatever terms and conditions it deems prudent and in the interest of the Owners of the Bonds.

(b) The City may assign its rights and obligations under this Base Lease and may sublet the Project on the conditions set forth in the Project Lease and the Act.

**SECTION 6. Taxes and Assessments.** The City covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Project.

**SECTION 7. Title and Consideration.** Title to the Land shall remain in the City at all times. The leasing of the Project to the City under the Project Lease shall be deemed the City’s entire consideration for this Base Lease.

**SECTION 8. Severability.** If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 9. Amendments, Changes and Modifications.** This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both the PBC and the City. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

**SECTION 10. Applicable Law.** This Base Lease shall be governed by and construed in accordance with the laws of the state of Kansas.

**SECTION 11. Execution.** Separate counterparts of this Base Lease may be executed by the PBC and the City with the same force and effect as though the same counterpart had been executed by both the PBC and the City.

**SECTION 12. Successors.** This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION 13. Electronic Transactions.** To the extent permitted by law, the transaction described herein may be conducted and related documents may be stored by electronic means, and copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**SECTION 14. Complete Agreement.** This Base Lease, together with the Project Lease and the Bond Resolution, constitute a final expression of the agreements between the parties hereto and such agreements may not be contradicted by evidence of any prior or contemporaneous oral agreement. No unwritten oral agreement between the parties exists.

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**IN WITNESS WHEREOF**, the PBC and the City have caused this Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

**CITY OF SEDGWICK, KANSAS**

(SEAL)

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
                                      ) SS.  
COUNTY OF HARVEY        )

This instrument was acknowledged before me on October 15, 2025, by Bryan Chapman, Mayor, and Shelia Agee, Clerk, of the City of Sedgwick, Kansas, a municipality duly organized and existing under the constitution and laws of the State of Kansas.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CITY OF SEDGWICK, KANSAS  
PUBLIC BUILDING COMMISSION**

(SEAL)

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
                                      ) SS.  
COUNTY OF HARVEY        )

This instrument was acknowledged before me on October 15, 2025, by Bryan Chapman, President and Shelia Agee, Secretary, of the City of Sedgwick, Kansas Public Building Commission, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_