



# COMMERCIAL REAL ESTATE SALES CONTRACT

1 **PARTIES:** This contract ("Contract") is made between:

2 **SELLER:** MAA Krupa Lenexa LLC and **BUYER:** Johnson County Government or assigns and is effective as of the date of acceptance  
3 on the last signature on this Contract (the "Effective Date").  
4

5 **2. PROPERTY:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described as La  
6 Quinta Inn & Suites located at 9461 Lenexa Drive, in the City of Lenexa in Johnson County, State of Kansas whose Tax Property  
7 ID is 0460583404004002000, and quick ref is R57066 and the former Denny's Restaurant located at 9471 Lenexa Drive in the City  
8 of Lenexa in Johnson County, State of Kansas whose Property Tax ID is 04605833404004003000, and quick ref is R57068. Such  
9 properties to be verified by the Title Company, together with any buildings and improvements thereon, and all personal property  
10 used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating,  
11 ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm  
12 windows and doors, screens and awnings, keys, and including the following:

13 NA

14  
15 all of which is commonly known as La Quinta Inn & Suites.

16 Such real estate and other property shall be collectively referred to in this Contract as the "Property".  
17

18 **3. EXCEPTIONS:** The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title  
19 Insurance"), zoning ordinances and laws and the following existing leases or tenancies: None  
20

21 **4. PURCHASE PRICE:** The Purchase Price is Six Million DOLLARS (\$6,000,000.00) which Buyer agrees to pay as follows:  
22

23 a. Three Hundred and Fifty Thousand DOLLARS (\$350,000.00) at the signing of this Contract as Earnest Money, such to be  
24 deposited upon execution of this Contract within 5 days in the insured trust or escrow account of Thompson Title ("Escrow Agent")  
25 as part of the consideration of the sale;  
26

27 b. The balance to be paid in the following manner: Five Million Six Hundred and Fifty Thousand DOLLARS (\$5,650,000.00), in  
28 guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and  
29 other agreed expenses.  
30

31 c. The following monies which will go hard to the seller :  
32

33 1. \$100,000 after 90 days

34 2. \$100,000 additional after 180 days

35 3. \$150,000 additional after 270 days

36 All of these monies will go towards the purchase price at closing.  
37

38 **5. CLOSING AND POSSESSION DATE(S):** Subject to all the provisions of this Contract, the closing of this Contract (the  
39 "Closing") shall take place at the offices of Thompson Title in August, 2024 at exact date TBD or prior thereto by mutual consent,  
40 and possession shall be delivered upon closing.  
41

42 **6. EXISTING FINANCING:** Unless otherwise provided in this Contract, Seller shall make any payments required on existing  
43 mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or  
44 deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of  
45 purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.  
46

47 **7. PRORATIONS:** The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust  
48 to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate  
49 taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year  
50 of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing  
51 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  
52 assessment cannot be ascertained at Closing, pro-ration shall be computed on the amount for the preceding year's tax or special  
53 assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.  
54

55 **8. TITLE INSURANCE:** Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title  
56 in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's Warranty Deed (the "Deed"), subject  
57 only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than Ten (10) days after the Effective  
58 Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued  
59 through GRS Title (the "Title Company"). Buyer shall have Ten (10) days after receipt of the Title Commitment (the "Title Review  
60 Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title  
61 Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period  
62 shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which  
63 Buyer does object within the Review Period, Seller shall have Ten (10) days after receipt of Buyer's written notice of objections to  
64 cure such objections ("Title Cure Period").  
65

66 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  
67 Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no  
68 later than Ten (10) days after the end of the Title Cure Period.  
69

70 (Check one)  Seller  Buyer assumes responsibility for paying for a survey and shall order a survey of the Property as soon as  
71 possible and not later than Ten (10) days after the Effective Date of this Contract. Unless otherwise objected to in writing by Buyer  
72 or Seller within Ten (10) days of delivery of the survey, the survey will be accepted as being correct for the Property and there will be  
73 no objections to such.  
74

75 **9. INSPECTIONS:** Seller shall provide the following materials no later than Ten (10) days after the Effective Date of this Contract  
76 that it has in its possession. (1) an existing ALTA survey (2) environmental reports in Seller's possession or any abatement  
77 information (3) 2020, 2021, and 2022 financial reports relating to the expenses and costs of operating the property (4) soli boring logs  
78 and soil reports (5) previous year tax receipts and other annualized expense documents (6) any title reports or policies (7) any city  
79 agreements relating to the property (8) any existing ECR / REA / or other documents governing common areas or easements (9) a  
80 list of all known defects or malfunctions affecting the Property with respect to the foundations, walls, roofs, heating, electrical,  
81 plumbing, or air conditioning systems, parking lots or drainage and sewer systems (10) a schedule of any pending or incomplete  
82 tenant improvements (11) any unpaid tenant improvements costs or leasing commissions relating to the lease or the Property (12)  
83 any unpaid pecuniary obligation to any tenant or broker has vested, accrued, or arisen or is owned by the Seller (13) any existing or  
84 previous leases related to the propert (14) any City documentation relating to any current or past building permits and remodeling  
85 plans; (15) Property Condition Assessments (16) Environmental Reports (Phase I, II audits); and (17) reports concerning Special  
86 Assessments from the City, County, State, etc. Seller shall also grant Buyer reasonable access to the Property for two hundred  
87 seventy (270) days after the Effective Date of this Contract (the "Inspection Period") for the purpose of inspecting the physical  
88 condition of the Property. Buyer's inspection rights shall include performing any property inspections, a major system survey a review  
89 architectural drawings, soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections  
90 or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and  
91 to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses,  
92 including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's  
93 obligations imposed by this paragraph shall survive termination of this Contract. Buyer agrees to provide Seller with a copy of any  
94 written reports resulting from such inspections within Five (5) days of the completion of said inspections. With regard to any  
95 deficiencies identified during the inspection by Buyer which Buyer requests be corrected, Seller shall have Five (5) days (the "Cure  
96 Period") after seller's receipt of Buyer's written notice of such inspection issues to define in an Amendment to this Contract how and  
97 when such deficiencies will be cured. If Seller elects not to cure the deficiencies within the time frame defined in such Amendment,  
98 then this Contract shall automatically be terminated unless Buyer waives the objections no later than Five (5) days after the end of  
99 the Cure Period. Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other  
100 than as set forth in the paragraph entitled "INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF  
101 CONDITION" of this Contract. In addition, Buyer, or Buyer's representatives, may re-inspect the Property before Closing upon  
102 reasonable notice to Seller  
103

104 **10. DUE DILIGENCE:** Buyer will have two hundred seventy (270) days after the Effective Date of this Contract to perform due  
105 diligence (the "Due Diligence Period") for the purpose of obtaining a private appraisal, title review, evaluation of the environmental  
106 and property condition, exploring and obtaining approval of governmental authorities for the necessary special use permits for the  
107 intended purpose of the Property and any changes in zoning, and negotiating a buyout of hotel franchise fees, if necessary. Upon  
108 presentation by Buyer to Seller of the written refusal(s) of such governmental authorities to Buyer's requests for approval of such  
109 intended purposes and zoning, or of identified issues or concerns with the property contained within the environmental and property  
110 assessments prior to the expiration of the Due Diligence Period, Buyer may deliver written notification to Seller to cancel this Contract  
111 and this Contract will be terminated. In the absence of such termination notice, the Inspections and Due Diligence shall be deemed  
112 to be satisfactory to Buyer.  
113

114 **11. REPRESENTATIONS:** Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby  
115 make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing  
116 affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for  
117 completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the  
118 Property.  
119

120 **12. REAL ESTATE BROKER:** Seller and Buyer agree that Patrick Dunn BROKER(s), identified in the Commercial Agency and  
121 Broker Disclosure Addendum which is a part of this Contract, is the only real estate brokers negotiating this sale, and Buyer agrees  
122 to pay a sales commission of Two (2%) percent of the Purchase Price pursuant to the agreement between Seller and BROKER(s).  
123 Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made  
124 above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability,  
125 damage, cost or expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or  
126 incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or  
127 termination of this Contract.  
128

129 **13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly  
130 execute and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, and all other documents and  
131 funds necessary to complete the Closing. The Deed shall convey to Buyer or assignee marketable fee simple title to the Property,

132 free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each  
133 agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this  
134 Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the  
135 instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the  
136 title policy with only the Permitted Exceptions.  
137

138 **14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION:** Seller agrees to maintain  
139 Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary  
140 maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by  
141 eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or  
142 any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice  
143 to Buyer of any such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written  
144 notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract.  
145 Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer  
146 all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on  
147 account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change  
148 before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.  
149

150 **15. FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real  
151 Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.  
152

153 **16. TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be  
154 entitled to an immediate return of the Earnest Money Deposit, subject to paragraph 4 (c), and neither party shall have any further  
155 rights or obligations under this Contract except as otherwise stated in this Contract. All hard monies will also be kept by the seller  
156 pending the date of termination.  
157

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

162 (a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the  
163 delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any  
164 remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit that has  
165 not gone hard shall be returned to Buyer upon written demand.  
166

167 (b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the  
168 delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the  
169 Earnest Money Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult  
170 to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an  
171 approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available  
172 at law or in equity. If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights,  
173 the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court  
174 costs and other legal expenses incurred by the non-defaulting party in connection with the default.  
175

176 **18. CONTINGENCIES:** This Contract is contingent upon the County, within 30 days of the effective date, successfully negotiating a  
177 buyout of any franchise fees associated with the Property. The Seller will cooperate in the County's efforts to negotiate the buyout.  
178 .The County agrees to add an additional amount not to exceed \$150,000 to the escrow funds if and only if the County is able to  
179 negotiate franchise fees liquidated damages to an amount of \$150,000 or less. This Contract is also contingent upon the Buyer's  
180 ability to obtain the necessary special permit for its intended use of the Property and completion of items to be conducted by Buyer  
181 during the due diligence period.

182 **19. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS:** The Escrow Agent shall not  
183 distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of  
184 this Contract providing for forfeiture or refund of the Earnest Money Deposit, such as paragraph 4 (c), without the written consent of  
185 all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute  
186 such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in  
187 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  
188 demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed  
189 funds or documents within Ten (10) days after receiving written notice of cancellation of this Contract, shall constitute consent to the  
190 distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written  
191 demand. If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation,  
192 any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be  
193 reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent. Seller and Buyer release all  
194 brokers and licensees from any and all liability in regards to this Contract, for cancellation of this Contract and disbursing the  
195 Earnest Money Deposit or other escrowed funds or documents.  
196

**20. 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.

**21. 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.

**22. 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 15<sup>th</sup>, 2023 or (ii) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.

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

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

- Commercial Agency & Brokerage Disclosure Addendum
- Property Description

- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

**25. ADDITIONAL TERMS:**

NA

**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: MAA Krupa Lenexa LLC

BUYER: Johnson County Government &/or Assigns

By: [Signature] 11/27/2023  
Date

By: \_\_\_\_\_  
Date

Name & Title: HIRSH PATEL

Name & Title: \_\_\_\_\_

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Street

Address: \_\_\_\_\_  
Street

City State Zip

City State Zip

Telephone #: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT**

Buyer's Broker: Chris Williams with Highlands Real Estate

Telephone #: 913-205-7747

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