

## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, made and entered into by and between JOEL ASSOCIATES, LLC, party of the First Part, hereinafter referred to as "Seller", whether one or more, and SEDGWICK COUNTY, KANSAS, , party of the Second part, hereinafter referred to as "Buyer", whether one or more.

WITNESSETH, that for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Part of Parcel A, Harrison Park 3<sup>rd</sup> Addition, consisting of approximately 30,000 sq. ft. (214' x 140') as shown on the attached survey, outlined in yellow and marked Exhibit A to this Contract, to be more accurately described by a survey prior to closing.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Ninety Thousand and no/100 Dollars (\$ 90,000 .00) cash at closing.
3. Seller agrees to share equally with Buyer the closing agent costs and the costs of a Title Insurance Company's commitment and policy to insure the above-described real property, showing a merchantable title vested in the Seller, subject to: easements and restrictions which do not affect Buyer's intended use. The Title Evidence shall be sent to Buyer within thirty (30) days of the mutual execution of this agreement for examination by the Buyer. The Buyer shall have twenty-one (21) days in which to examine said title report and object to any provisions considered defects by the Buyer. It is understood and agreed that the Seller shall have fifteen (15) days following notification of such defects by Buyer in which to correct any defects asserted by the Buyer.
4. The date of execution of this Purchase Contract shall be the date of acceptance and approval by the Board of County Commissioners of Sedgwick County, Kansas. A duly executed copy of this Purchase Contract shall be delivered to the parties hereto.
5. The Buyer does hereby deposit with Sunflower Title Services, LLC, Wichita, KS, no later than ten (10) days following the mutual execution of this contract, the sum of Seven Thousand and no/100 Dollars (\$7,000.00), earnest money, as a guarantee that the terms and conditions of this Contract shall be fulfilled by Buyer, said deposit to be applied on the purchase price upon completion of the due diligence inspections by Buyer as referenced elsewhere herein. In the event the Buyer shall fail to fulfill its obligations hereunder, the Seller will cancel this Contract, and thereupon the aforementioned deposit shall become the property of the Seller, and Seller's agent, not as a penalty, but as liquidated damages, which funds shall be accepted by Seller as its sole and only remedy, and the parties shall be under no further obligation to each other. Provided, however, that, in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Contract shall be null and void and of no further force and effect. Notwithstanding any of the other terms of this Contract

providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Contract. If Seller should default hereunder, Buyer shall be entitled to: (i) terminate this Agreement by giving Seller written notice of termination, whereupon Buyer shall be entitled to a return of the earnest money, together with all interest earned thereon, and the parties shall be relieved of their respective rights and obligations set forth in this Agreement; (ii) pursue specific performance; or, (iii) if Seller has made specific performance impossible, Buyer shall be entitled to a return of the earnest money, together with all interest earned thereon, and shall be further entitled to pursue Seller for damages.

6. It is further agreed by and between the parties hereto that all property taxes shall be pro-rated at the time of closing.
7. It is understood and agreed between the parties hereto that time is of the essence in this Contract, and that this transaction shall be consummated on or before January 31, 2012.
8. Possession to be given to Buyer at closing. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
9. Rod M. Stewart REALTOR<sup>®</sup>, Inc. hereby notifies the undersigned:
  - A. Rod M. Stewart of Keller Williams Signature Partners, LLC has been or will be acting as a transaction broker. Neither Rod M. Stewart nor Keller Williams Signature Partners, LLC has been or will be the agent of the undersigned Seller and Buyer. Information given to Rod M. Stewart and/or Keller Williams Signature Partners, LLC has been and will be disclosed to Buyer and Seller. The undersigned acknowledge that the above disclosure notice was previously given to the undersigned parties, pursuant to applicable state laws.
  - B. It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in writing, neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, express or implied, with respect to any element of the subject property including, but not limited to the legal sufficiency, legal effect, or tax consequences of this transaction. Any information furnished to either party or in any property condition report should be independently verified by that party before that party relies on such information. Any representations made herein have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made, if any. Since the selling/buying brokers are acting as brokers only they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any other terms or conditions of this Contract, or for damages arising out of or relating to the contents of this Contract over the performance or non-performance of either of the

parties to this Contract. Broker recommends that both Buyer and Seller consult their attorney and/or accountant regarding the terms and conditions of this Contract and that Seller satisfy himself/herself as to the financial ability of the Buyer to perform. No representation or recommendation is made by Rod M. Stewart or Keller Williams Signature Partners, LLC, their agents or employees, as to the legal sufficiency, legal effect, or tax consequences of this transaction. Rod M. Stewart and Keller Williams Signature Partners, LLC recommend that both Buyer and Seller consult their attorney and/or accountant regarding the terms of this Contract and that Seller satisfy himself/herself as to the financial ability of the Buyer to perform.

- C. The Buyer has carefully examined the premises and the improvements located thereon, and in making the decision to buy the property, the Buyer is relying wholly and completely upon Buyer's own judgment and the judgment of any contractors or inspectors Buyer may have selected. Buyer agrees that the purchase price was negotiated after consideration of all defects in the real estate of which Buyer was aware or reasonably should have been aware, subject to any inspection contingencies set forth herein. To the extent permitted by law, Buyer hereby agrees to hold listing/selling brokers harmless if Seller has failed to disclose any known defect or material fact regarding the property. Buyer waives any claim for property defects unless Buyer secures, at Buyer's expense, an inspection of the property including, but not limited to, the roof, structure, all electrical, mechanical, and plumbing equipment. In the event Buyer for any reason does not obtain said inspections, as allowed or stated above, Buyer shall be deemed to have accepted the condition of the property as satisfactory and Seller and Seller's Broker are relieved from any and all liabilities hereto, except for Seller's obligation as noted.
  - D. Buyer and Seller agree that Broker and Broker's agents do not have any expertise in evaluating the environmental condition of the subject property, and that Broker and Broker's agents have made no representation concerning environmental conditions of the subject property except as may be noted in writing as a part of this Contract. Buyer or Seller may retain an environmental inspection firm to inspect the property.
- 10. Buyer and Seller acknowledge that they have read the entire Contract and that by signing below agree to all terms contained therein.
  - 11. Buyer shall have the right to inspect subject property and investigate such issues as zoning, water table, and other available information from governmental authorities, including, but not limited to environmental contamination, mineral rights and such other inspections as buyer may deem necessary. Such inspections shall be at Buyer's sole cost and expense. Unless Seller shall receive written notice to the contrary, this inspection period shall be culminated within thirty (30) days of the mutual execution of this contract, and be of no further force and effect. Buyer may withdraw from this transaction during inspection period at his sole discretion and receive prompt return of earnest money.
  - 12. This transaction shall close at Sunflower Title Co., Wichita, KS on or before January 31, 2012, and the closing costs shall be split between Buyer and Seller on a 50/50 basis. Earnest

money tendered with this contract shall become non-refundable to the Buyer immediately after the close of the inspection period, except in the event Buyer withdraws from this transaction during the inspection period as set forth herein. Said earnest money deposit shall remain with title company until this transaction closes or, should Buyer withdraw from this transaction during the inspection period, be refunded to said Buyer. Members of Seller herein are members of Sunflower Title Services, LLC. Buyer agrees to execute an Affiliated Business Disclosure Statement, which is attached hereto and made a part hereof.

13. Seller shall continue to operate the subject property in the Seller's customary fashion up to the closing and shall not remove or alter the subject property in any way or encumber the property by mortgage or mechanics' liens.
14. Rod M. Stewart of Keller Williams Signature Partners, LLC is acting as a Transaction Broker in this transaction, and Seller agrees to pay Rod M. Stewart of Keller Williams Signature Partners, LLC a real estate commission of six percent (6%) of the sales price at closing.
15. The parties acknowledge that the members of Seller are licensed real estate brokers in the State of Kansas acting on their own behalf for profit.
16. SPECIAL CONDITIONS:
  - A. Access to Easement. The subject property shall have a joint access to an easement running from Webb Road, 400 feet deep, as shown on the attached Exhibit A, and adjacent on the south to the subject property.
  - B. The parties agree that as part of this Contract, Buyer shall have a joint access agreement with Lot 2, the remainder of Parcel A, Parcel B and Parcel C of Harrison Park 3<sup>rd</sup> Addition as further shown on the attached document titled "*Declaration of Cross Lot Access and Easement, recorded September 22, 2010, Register of Deeds Doc. #/FLM-PG: 29169794.*"
  - C. The parties agree that Buyer shall share in one-sixth (1/6) of the cost to maintain the access easement herein described, including but not limited to snow removal, paving, striping and such other maintenance and/or repairs as shall be deemed necessary. A commercial nonprofit association shall be formed for this purpose and all parties and their successors in interest to the Joint Access and Parking Agreement as reflected in 16B above shall be members therein.
  - D. The parties agree that Seller shall undertake to pave the existing access easement within sixty (60) days of the closing of this Contract. The Seller shall solicit bids for either an asphalt surface or a concrete surface. The final choice shall be judged from an engineering and maintenance standpoint resulting in equal serviceability for the parties sharing said easement. The results of said bidding process shall be made available to the Buyer for Buyer's consideration and approval prior to closing. Buyer shall be responsible for paying its one-sixth (1/6) share of the cost for such paving. A

bid from a licensed contractor shall be presented to Buyer prior to closing of this Contract. An escrow account shall be created at closing to fund said paving.


- E. The subject property is presently zoned Limited Commercial which is appropriate for the Buyer's intended use. It is, however, subject to a protective overlay which does not include governmental use. As this use will be for the Sedgwick County Emergency Medical Service, it is believed that an amendment to the protective overlay should be sought or, in the alternative, such other corrective measure as may be appropriate. Upon mutual execution of this Contract, Seller shall seek to perfect said amendment to the protective overlay at Seller's sole cost and expense and hold Buyer harmless for the payment thereof. If Seller fails in its attempts (or the time required herein expires) to acquire such amendment as set forth herein or fails in its attempts at any alternative action in seeking a corrective measure, this Contract shall become null and void and of no further force and effect, and Buyer's earnest money deposit shall be returned to Buyer and this Contract shall be at an end. Seller agrees to apply for the amendment within five (5) business days of the mutual execution of this contract.
  - F. Should the process for effecting the amendment to the protective overlay or such other action as deemed necessary take longer than the estimated sixty (60) calendar days, then and in that event, the closing date for this transaction may be adjusted up to thirty (30) additional days. In the event the adjustment to the protective overlay is not completed by the closing of business on February 15, 2012, then this Contract may be extended accordingly by mutual agreement of the parties or canceled by either party and be of no further force or effect.
  - G. The contractual obligations set out in this paragraph shall survive closing.
17. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

WITNESS OUR HANDS AND SEALS the day and year hereinafter written.

SIGNATURES ON FOLLOWING PAGE

EXECUTED the day and year first above written.

SELLER:

  
\_\_\_\_\_  
Name: *LEN MAROTTE*  
Title: *MANAGING MEMBER*

BUYER:


BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
CHAIRMAN, \_\_\_ DISTRICT

ATTEST:

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert W. Parnacott  
Assistant County Counselor

REVIEWED BY:

\_\_\_\_\_  
Facility Project Services

# EXHIBIT

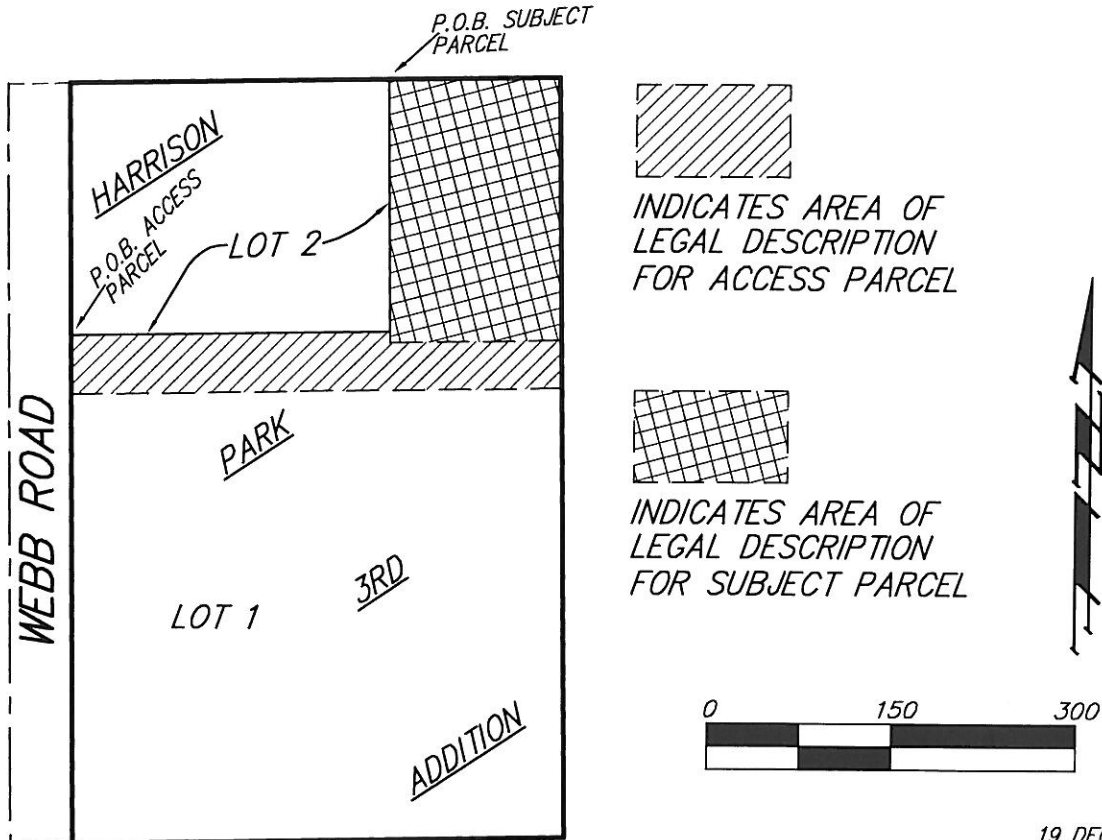
## PART OF LOT 1, HARRISON PARK 3RD ADDITION

**ACCESS PARCEL:**

That part of Lot 1, Harrison Park 3rd Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the most westerly corner common to said Lot 1 and Lot 2 in said Harrison Park 3rd Addition, said most westerly corner also being the southwest corner of said Lot 2; thence N88°55'42"E along the south line of said Lot 2, 260.00 feet to the southeast corner of said Lot 2; thence S00°46'01"E along the southerly extension of the east line of said Lot 2, 9.00 feet; thence N88°55'42"E parallel with the north line of said Lot 1, 140.09 feet to a point on the east line of said Lot 1, said point being 214.00 feet south of the northeast corner of said Lot 1; thence S00°45'14"E along the east line of said Lot 1, 39.00 feet; thence S88°55'42"W parallel with the easterly extension of the south line of said Lot 2, 400.08 feet to a point on the west line of said Lot 1, said point being 48.00 feet south of the southwest corner of said Lot 2; thence N00°46'01"W along the west line of said Lot 1, 48.00 feet to the point of beginning. Area = 17943.9 Sq. Ft., (calculated)

**SUBJECT PARCEL:**

That part of Lot 1, Harrison Park 3rd Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the most northerly corner common to said Lot 1 and Lot 2 in said Harrison Park 3rd Addition, said most northerly corner also being the northeast corner of said Lot 2; thence N88°55'42"E along the north line of said Lot 1, 140.14 feet to the northeast corner of said Lot 1; thence S00°45'14"E along the east line of said Lot 1, 214.00 feet; thence S88°55'42"W parallel with the north line of said Lot 1, 140.09 feet to the intersection with the southerly extension of the east line of said Lot 2, said intersection being 9.00 feet south of the southeast corner of said Lot 2, thence N00°46'01"W along the extended east line of said Lot 2, 214.00 feet to the point of beginning. Area = 29984.0 Sq. Ft., (calculated)



19 DEC 2011

**Baughman Company, P.A.**  
 315 Ellis St. Wichita, KS 67211 P.316.262.7271 F.316.262.0149  
**Baughman** ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE



**JOINT ACCESS AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of December 2011 by and between Joel Associates, LLC, owner of parcel A, in lot 1, and Sedgwick County, contract buyer of a portion of parcel A, in lot 1, as shown on the attached survey, and FBN Corporation, owner of parcel B, lot 1, and David A. and Deborah S. Grainger, owner of Lot 2, all in Harrison Park 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas

WHEREAS, the parties are desirous of entering into an agreement for the maintenance of an access roadway that serves the various parcels, which is legally described in attachment "A."

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

- a. The parties will form a nonprofit association through the Kansas Secretary of State's office for the express purpose of maintaining the joint roadway easement. All signatories shown below shall be members thereof. Each member shall have one vote. The members shall meet annually on the first Tuesday of November to consider business before the association and to elect executive officers. The executive officers shall consist of a president and a treasurer. Officers shall not receive any remuneration. The treasurer shall propose a budget for the ensuing year which shall be voted upon by the members. A simple majority shall be required for passage. The budget shall consist of the following items: roadway repairs, the cost of a general liability insurance policy, a reserve for future capital expenditures and meeting expenses.
- b. Based on the proposed budget, the parties agree to contribute their pro rata share of such assessment for the maintenance of the roadway. The members understand that Sedgwick County can only commit to one year in advance for the expenditures of funds.

The parties hereto have executed the above written agreement in Wichita, Kansas the day and year as shown next to their signatures below.

Joel Associates, LLC

FBN Corporation

Sedgwick County

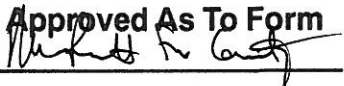
  
Date  
12/21/11

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
David A. Grainger, M.D. Date

\_\_\_\_\_  
Deborah S. Grainger Date

**Approved As To Form**  




Sedgwick County  
Register of Deeds - Bill Meek  
DOC.#/FLM-PG: 29169794

Receipt #: 1758912  
Pages Recorded: 3  
Cashier Initials: PJ

Recording Fee: \$16.00  
Authorized By:

Date Recorded: 9/22/2010 2:25:05 PM



---

Grantor	<u>JOEL ASSOCIATES LLC</u>
Grantee	<u>HARRISON PARK 3RD ADDITION</u>
Type of Document	<u>EASEMENT - PLAT</u>
Recording Fees	<u>\$16.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$16.00</u>
Return Address	<u>SUNFLOWER TITLE</u>
	<u>515 S. MAIN SUITE 105</u>
	<u>WICHITA , KS 67203</u>
	<u> </u>

000001620000

Declaration of Cross Lot Access and Easement

This declaration made this 15<sup>th</sup> day of September 2010 by and between the undersigned owners of the following parcels as shown on Exhibit "A" attached hereto.

- a. Lot 2, Harrison Park 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas.  
Owner: David A. and Deborah S. Grainger
- b. Parcel A, of Lot 1, Harrison Park 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas.  
Owner: Joel Associates, LLC
- c. Parcel B, of lot 1, Harrison Park 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas.  
Owner: FBN Corporation
- d. Parcel C, of Lot 1, Harrison Park 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas.  
Owner: MB Properties, LLC


The undersigned, jointly desire to provide for cross lot access and easements for all vehicular traffic over and across all of said lots and parcels to allow access to and from Webb Road.

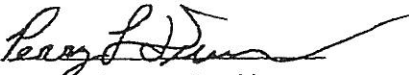
Now therefore, the undersigned hereby declare, establish and grant to and for the benefit of each lot and parcel, for the convenience of the owners and employees, customers and invitees of the owners thereof, a mutual non exclusive easement and right of way for the purpose of ingress and egress of vehicular traffic along and across those portions of said parcels to be established as a driveways.

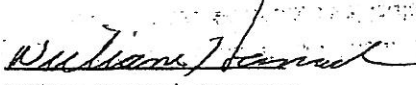
The parties agree that no continual fences or other barriers will be erected which would prevent or obstruct the passage of such vehicular traffic between said lots and parcels, provided however that this declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said lots and parcels.

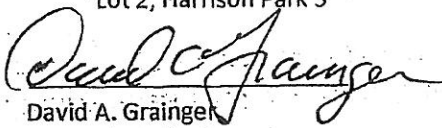
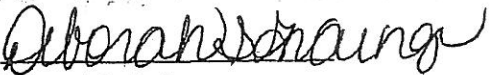
The easement granted herein are superior and paramount to the rights of the of the owner of the servient estate so created and shall be deemed a covenant that runs with the land named herein and inure to the benefit of and be binding upon the owners of said lots and parcels, their successors and assigns.

In Witness Whereof, this declaration has been executed as of the date first above written

"Parcel A"  
Joel Associates, LLC  
  
Len Marotte, Managing Member

"Parcel B"  
FBN Corporation  
  
Perry L. Duncan, President

"Parcel C"  
MB Properties, LLC  
  
William Hancock, Manager

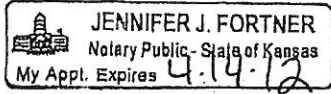
"Lot 2, Harrison Park 3<sup>rd</sup>"  
  
David A. Grainger  
  
Deborah S. Grainger

xpc/vb

ctv-

000029 169794

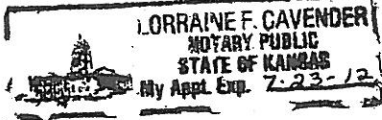
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September 2010 by David A. and Deborah S. Grainger, husband and wife



Jennifer J. Fortner  
Notary Public: Jennifer Fortner

My 4.14.12 appointment expires:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September 2010 by, Len Marotte, Managing Member, Joel Associates, LLC



Lorraine F. Cavender  
Notary Public: LORRAINE F. CAVENDER  
My appointment expires: July 23, 2012

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September 2010 by, Perry L. Duncan, President, FBN Corporation.



Lorraine F. Cavender  
Notary Public: LORRAINE F. CAVENDER

My July 23, 2012 appointment expires:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September 2010 by, William Hancock, Manager, MB Properties, LLC.



Lorraine F. Cavender  
Notary Public: LORRAINE F. CAVENDER

My appointment expires: July 23, 2012