

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between Sedgwick County, Kansas, hereinafter referred to as "Seller," and Payne Township, hereinafter referred to as "Buyer,"

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

1. The Seller does hereby agree to sell and convey to the Buyer by quitclaim deed the following described real property, to-wit:

See attached Exhibit A

2. The Buyer hereby agrees to purchase, and pay the Seller, as consideration for the conveyance to Buyer of the above described real property, the sum of twenty-four thousand, eight hundred seventy dollars and no cents (\$24,870.00) in cash at closing.

3. The Seller agrees to sell and convey to the Buyer title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, and the existing farm lease.

4. Any taxes and assessments shall be prorated as of the date of closing. Taxes shall be prorated for calendar year on the basis of taxes levied, or for prior year.

5. 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.

6. Seller shall deliver possession of the said real property to Buyer at closing.

7. The parties covenant and agree that, except for the closing fees referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract.

8. The above-described real property parcels are for sale in its present "as is" condition, and the Buyer agrees to satisfy himself or herself that the land is suitable for the Buyer's intended purpose.

9. Time is of the essence in the interpretation and enforcement of this Contract, and it shall be effective following the execution of this Contract by the Chairman of the Board of County Commissioners. Closing shall take place within 60 days of execution of the contract.

10. The Seller makes no warranty or guarantee as to the suitability of the real property proposed for sale for the intended use of the Buyer. Therefore, the Buyer covenants and agrees that the Buyer, at the Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:

- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
- B. The presence or absence of any contamination by any hazardous substance;
- C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefor;
- D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
- E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
- F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

11. The Buyer covenants and agrees that the Buyer will determine the impact of ad valorem taxation on the existing real property as well as on the intended future use of such real property.

12. Seller and Buyer agree to equally share the closing costs.

13. The covenants and agreements contained in Paragraphs 10 and 11 shall survive the closing of the sale intended hereby, and they shall bind the Buyer as fully after the sale as they do before.

IN WITNESS WHEREOF, the parties have executed this agreement the date and year first above written.

BUYERS: *RAYNE TOWNSHIP*

[Handwritten signatures of township representatives]
Rayne Township Clerk

SELLER:

David M. Unruh, Chairman, First District
Board of County Commissioners of
Sedgwick County

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

[Handwritten signature]

Robert W. Parnacott,
Assistant County Counselor

EXHIBIT A

The South 660 feet of the West 660 feet of the Southeast Quarter of Section 3, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. Said tract containing approximately 10 acres.