

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between **THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **RICHARD R. DUNCAN II, an individual**, herein referred to as **BUYER**.

**WITNESSETH:**

WHEREAS, SELLER has agreed to sell, and BUYER has agreed to buy property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the payments and performance of the covenants herein recited to be made and performed by BUYER, SELLER shall convey unto the BUYER, in fee simple, subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances whatsoever, by Quit Claim Deed, the real estate described below in Section One and all improvements located thereon situate in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

All real property owned by SELLER located at 901 E Kansas Avenue, Arkansas City, Cowley County, Kansas and legally described as:

**Lot 15, except the West 20 feet of the North 324.29 feet of said Lot, Plat of the South Half of the Southwest Quarter of Section 21, Township 34 South, Range 4 East.**

**Beginning at a point 5 feet South of and 10 feet East of the Northwest corner of said Block 12, said point being 770 feet East of the Northwest corner of the Southeast Quarter of Section 19, Township 34 South, Range 4 East of the 6<sup>th</sup> P.M., Cowley County, Kansas and 45 feet South of the North line of said Quarter Section and on the South right-of-way line of said Kansas Avenue, as it now exists and on the East line of the City of Arkansas City dike property; thence South, parallel with and 10 feet East of the West line of said Block 12 a distance of 250 feet to a point on the South right-of-way of Kansas Avenue; thence West along said South right-of-way, a distance of 125 feet to the point of beginning.**

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Five Thousand, and Thirty Dollars (\$5,030.00), on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYER shall pay all taxes due and owing from and after the date of execution of this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the aforescribed property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYER shall have the option of obtaining Title Insurance at his own expense.

SECTION SIX: CONDITION OF PREMISES:

The property is sold as-is, and SELLER makes no warranty as to the suitability of the property for any proposed use by BUYER.

SECTION SEVEN: ADDITIONAL PROVISIONS:

As additional consideration for the purchase of the property, the purchase of this property is subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.
- (b) This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party’s attorney’s fees, expert fees and costs related thereto.

IT IS MUTUALLY AGREED that all covenants and agreements herein contained shall extend to and be obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above appearing.

BUYER:

\_\_\_\_\_  
Richard R. Duncan II

ACKNOWLEDGMENT

STATE OF KANSAS        )  
COUNTY OF Cowley    ) ss:

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Richard R. Duncan II, who is personally known to me to be the same persons who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

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

My appointment expires:

SELLER:

**THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES,**

\_\_\_\_\_  
By: Scott Rogers

ACKNOWLEDGMENT

STATE OF KANSAS        )  
COUNTY OF Cowley    ) ss:

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of same as the authorized act and deed of the City of Arkansas City, Kansas Landbank Board of Trustees.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

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

My appointment expires: