

PRELIMINARY REAL ESTATE SALES CONTRACT

THIS PRELIMINARY AGREEMENT made and entered this 12 day of February 2025, by and between **PATTY BROWN**, herein referred to as **SELLER**, and **THE CITY OF ARKANSAS CITY, KANSAS**, herein referred to as **BUYER**. (After **SELLER** completes a survey of the property, the parties will execute a Real Estate Sales Contract on the legally described property as determined by the survey.)

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 situated in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

A portion of real property owned by SELLER consisting of approximately one (1) acre of land, more or less, located at 2216 E. Chestnut Ave., Arkansas City, Cowley County, Kansas and legally described as:

Legal description of the property to be conveyed will be determined by survey and included in the final real estate sales contract.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenants and agrees to pay unto SELLER the full sum of: fourteen thousand dollars (\$14,000.00), on the date of closing, which shall occur no later than 180 days after execution of the final real estate sales contract.

SECTION THREE: SURVEY:

BUYER shall employ a surveyor to determine the legal boundaries and legal description of the exact property that Seller will purchase from Buyer. BUYER shall pay all costs and fees for the survey.

SECTION FOUR: TAXES:

BUYER shall pay all taxes due and owing from and after the date of closing on the actual real estate contract.

SECTION FIVE: POSSESSION OF PROPERTY:

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

SECTION SIX: TITLE INSURANCE:

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

SECTION SEVEN: CONDITION OF PREMISES:

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

SECTION EIGHT: APPLICABLE LAW:

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.

SELLER:

PATTY BROWN

Patty Brown
By: Patty Brown

ACKNOWLEDGMENT

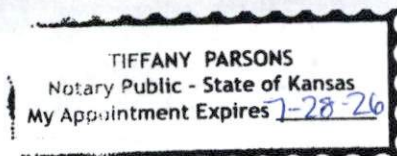
STATE OF KANSAS)
COUNTY OF COWLEY) ss:

Be it remembered, that on this 28th day of February 2025, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Patty Brown, 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.

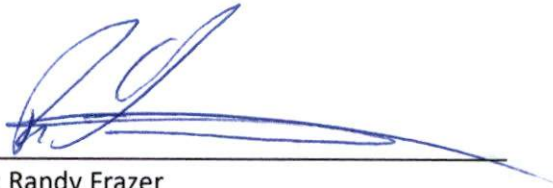
Tiffany Parsons
Notary Public

My appointment expires: 7-28-2024



BUYER:

THE CITY OF ARKANSAS CITY, KANSAS


By: Randy Frazer
City Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

Be it remembered, that on this 12th day of February, 2025, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Randy Frazer, 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.

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: 7-28-2026

