

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of November 2025, by and between **THE CITY OF ARKANSAS CITY, KANSAS**, herein referred to as **SELLER**, and **KENNETH W. BEOUGHER and DOLORES A. BEOUGHER, husband and wife**, herein referred to as **BUYERS**.

WITNESSETH:

WHEREAS, SELLER has agreed to grant, and BUYERS have agreed to receive property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the performance of the covenants herein recited to be made and performed by BUYERS, SELLER shall convey unto the BUYERS, 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 in Arkansas City, Cowley County, Kansas legally described as:

A tract of land situated in Hill Addition to Arkansas City, Kansas, prepared by Chris A. Meinen PS#1489 on July 21st, 2025, being more particularly described as follows: Beginning at the intersection of the South Right-of-Way for Jackson Avenue and the centerline of vacated "G" Street, said point being the Northeast Corner of a tract of land recorded in Book 1157, Page 30; thence North 89 degrees, 12 minutes, 52 seconds East (assumed), along said South Right-of-Way, a distance of 87.00 feet; thence South 14 degrees, 36 minutes, 00 seconds East, a distance of 60.00 feet; thence South 54 degrees, 49 minutes, 55 seconds East, a distance of 70.55 feet to a point on the West Right-of-Way for U.S. Highway 77 Bypass; thence South 35 degrees, 10 minutes, 07 seconds West, along said West Right-of-Way, a distance of 201.11 feet to a point of deflection; thence South 00 degrees, 40 minutes, 22 seconds East, along said West Right-of-Way, a distance of 49.22 feet; thence South 81 degrees, 38 minutes, 23 seconds West, a distance of 40.44 feet to the Southeast Corner of said recorded tract on said centerline; thence North 00 degrees, 49 minutes, 04 seconds West, along said centerline, a distance of 317.03 feet to the Point of Beginning. Containing 0.67 Acres, more or less.

SECTION TWO: PURCHASE PRICE:

Seller grants the above-described real estate unto the Buyers by way of gift, donations, or contribution.

SECTION THREE: TAXES:

BUYERS shall pay all taxes due and owing from and after the date of closing on this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the afore-described property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYERS shall have the option of obtaining Title Insurance at BUYERS' 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 BUYERS.

SECTION SEVEN: 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.

BUYERS:

KENNETH AND DOLORES BEOUGHER

By: Kenneth W. Beougher

By: Dolores A. Beougher

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of November 2025, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Kenneth W. Beougher and Doores A. Beougher, who are personally known to me to be the same persons who executed the within instrument in writing.

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

By: Chad D. Beeson
Mayor

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of November 2025, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Chad Beeson, 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: