REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____________, 2016 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and R.R.M. Properties, LLC, a Kansas limited liability corporation, 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. Seller agrees to sell and Buyer agrees to purchase by a good and sufficient quit claim deed, the following described real property:

A tract whose exact legal description and dimensions are to be determined by survey, with the extracted legal from said survey to be made an addendum to this contract when completed. Said legal description is expected to include all or parts of the following:

   Lots 6-8 inclusive, Cleveland Avenue, Julia Addition; and Lots 2-36, Cleveland Avenue, together with odd Lots 1-37, Campbell now Mathewson Avenue, together with even Lots 72-88, Cleveland Avenue, together with odd Lots 61-79, Campbell now Mathewson Avenue, together with even Lots 2-16, Campbell now Mathewson Avenue, together with Reserves A, B and F, all in Harvey's Walnut Grove Addition; and Lots 1-13 inclusive, Replat of Parts of Reserves A, C, D, and E and all of Lots 18 and 20 on Mathewson Avenue in Harvey's Walnut Grove Addition; and an unplatted 150 foot by 342 foot parcel (B-8844) whose northwest corner is located approximately 30 feet south and 1,800 feet east of northwest corner of the Northeast ¼, Section 9, Township 27, Range 1 East of the 6th Prime Meridian, all in Wichita, Sedgwick County, Kansas.

A 100 foot-wide right of way shall be retained from the center line of 21st Street North and an 80 foot-wide strip of land along and west of the drainage canal on the east shall also be retained.

Such real estate shall be referred to in this Contract as the "Property".

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to her of the above-described real property, the sum of Sixty-four Thousand Four Hundred Sixty-four Dollars and Eighty Cents ($64,464.80) in the manner following to-wit: cash at closing.

3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2016.

9. Possession to be given to Buyer at closing

10. Closing costs, if any, shall be paid 50% by Buyer and 50% by Seller.

11. The parties covenant and agree that except for closing, title insurance, easement description, and commissions 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 incurred by such party.

12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at 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 therefore;

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.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

A. Adult Book and Video Stores
B. Community Correctional Facilities
C. Half-way Houses
D. Drug or Alcohol Rehabilitation Facilities
E. Multi-game, Casino-style Gambling Facilities
F. New or Used Car Sales
G. Pay-day loan establishments
H. Commercial Billboards
I. Heavy industrial uses including asphalt or concrete plants, general basic industry, construction burn sites, gas and/or fuel storage and ales, hazardous operations, landfills, rock crushing, solid waste incineration, waste transfer station, and wrecking/salvage yard.

14. Seller and Buyer agree that no real estate brokers were involved in negotiating this sale, and that no sales commission is payable at closing. Any party to this Contract through whom a claim to any broker’s, finder’s or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney’s fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

15. The covenants and agreements contained in Paragraphs 12, 13 and 14 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

16. Buyer hereby agrees; a) Buyer is accepting the subject property on an “AS IS” basis and in “AS IS” condition; and that Buyer’s decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER
R.R.M. Properties, LLC
By: Ronald J. Cornejo
Its: Member

SELLER
City of Wichita

Jeff Longwell, Mayor
APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

ATTEST:

Karen Sublett, City Clerk