REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _________, 2019 by and between First Presbyterian Church, a Kansas not for profit corporation, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, 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. The Seller does hereby agree to convey to the Buyer perpetual sanitary sewer easement, upon and under the described tract, to wit:

A Tract of land for permanent sanitary sewer easement purposes, being part of Munger’s Original Town of Wichita, Sedgwick County, Kansas; AND Gordon’s Subdivision of Lots 10 and 12, and 10 feet off the North Side of Lot 8, of Oldham’s Sub-Division in Original Town of Wichita, Sedgwick County, Kansas; And Court Place, Original Town of Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Beginning at the southeast corner of Lot 2 on Chisholm Street, Now Market Street, in said Munger’s Original Town of Wichita; thence N00°31’51”W along the east line of said Lot 2, also being the west line of a vacated 20 foot alley, as platted in said Munger’s Original Town of Wichita, 143.65 feet; thence S88°57’43”W, 47.01 feet; thence N00°31’21”W, 156.95 feet to the south line of Lot 22 on Chisholm Street, Now Market Street, in said Munger’s Original Town of Wichita; thence N88°57’29”E along said south line, 0.18 feet to the southeast corner of a parcel of land described in a Warranty Deed recorded at Film 596, Page 944, filed in the Sedgwick County Register of Deeds; thence N16°21’52”W along the southerly most east line of said parcel, 53.57 feet; thence N00°31’51”W along the east line of said parcel and extended, 69.64 feet to the north line of Lot 28 on Chisholm Street, Now Market Street, in said Munger’s Original Town of Wichita; thence N88°57’14”E along said north line, 58.51 feet; thence S47°58’36”W, 58.08 feet; thence S00°31’51”E, 29.60 feet; thence S16°21’52”E, 69.84 feet; thence S00°31’21”E, 121.23 feet; thence N88°57’43”E, 47.01 feet to the east line of said vacated alley; thence S00°31’51”E along the east line of said vacated alley, 163.65 feet to the southwest corner of Lot 1 on Texas Avenue, Now Broadway, as platted in said Munger’s Original Town of Wichita; thence S88°58’08”W along the north street right of way of Central Ave., 20.00 feet to the place of beginning. The tract described above contains 9,564 square feet or 0.22 acres, more or less, together with access to said utility easement.

Said permanent easement will be in the format attached as Exhibit A hereto.

Together with a temporary construction easement described as:

Tracts of land for temporary construction easement purposes, being part of Munger’s Original Town of Wichita, Sedgwick County, Kansas; AND Gordon’s Subdivision of Lots 10 and 12, and 10 feet off the North Side of Lot 8, of Oldham’s Sub-Division in Original Town of Wichita, Sedgwick County, Kansas; And Court Place, Original Town of Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Parcel 1:
Beginning at the southwest corner of Lot 10, in said Gordon’s Sub-Division; thence N01°31’21”W along the west line of said Lot 10, 20.00 feet; thence N88°57’54”E, 65.07 feet; thence N00°31’21”W, 174.96 feet to the south line of Lot 22 on Chisholm Street, Now Market Street, in said Munger’s Original Town of Wichita; thence N88°57’29”E along said south line, 20.00 feet; thence S00°31’21”E, 156.30 feet; thence
N88°57'43"E, 35.00 feet to the east line of said Gordons Sub-Division; thence S00°31'39"E along said east line, 38.66 feet to the south line of said Lot 10; thence S88°57'54"W along said south line, 120.07 feet to the place of beginning.

Parcel 2:
Commencing at the southeast corner of Lot 1, in said Court Place; thence S00°32'21"E along the east line of a 15 foot Street Vacation, being the west street right of way of Broadway, 22.62 feet to the place of beginning; thence continuing S00°32'21"E along said west street right of way, 20.00 feet; thence S89°28'09"W, 136.08 feet; thence N00°31'51"W, 48.00 feet; thence N89°28'09"E, 55.00 feet; thence S00°31'51"E, 28.00 feet; thence N89°28'09"E, 81.07 feet to the place of beginning.

Parcel 3:
Commencing at the southeast corner of Lot 1, in said Court Place; thence S88°57'44"W along the south line of said Lot 1, 152.48 feet to the place of beginning; thence S00°27'49"E, 16.32 feet; thence S88°57'43"W, 41.58 feet; thence N00°31'21"W, 25.61 feet; thence N88°57'44"E, 41.61 feet; thence S00°27'49"E, 9.28 feet to the place of beginning.

Parcel 4:
Commencing at the northeast corner of Lot 9, in said Court Place; thence S88°57'29"W along the north line of said Lot 9, 151.17 feet to the place of beginning; thence S00°38'01"E, 6.06 feet; thence S89°20'11"W, 45.53 feet; thence N16°21'52"W, 17.95 feet; thence N89°29'09"E, 16.40 feet; thence S00°30'51"E, 6.65 feet; thence N89°29'09"E, 34.01 feet; thence S00°38'01"E, 4.44 feet to the place of beginning.

The tracts described above contain 12,480 square feet or 0.29 acres, more or less.

Said temporary easement will be in the format attached as Exhibit B hereto.

2. The Buyer hereby agrees to purchase and pay to the Seller, as consideration for the conveyance to him of the above described easement area the sum of Five Thousand Dollars and No Cents ($5,000.00) in the manner following, to-wit: cash at closing.

3. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

4. 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 April 30, 2019.

5. The Seller further agrees to convey the above described easement 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. Possession to be given to Buyer at closing.

7. Buyer agrees that if Buyer’s construction in the easements indicate the presence of hazardous substances or other adverse environmental conditions in the easement area requiring remediation or removal, Buyer will take the appropriate steps to remediate said issues. Seller agrees to cooperate with Buyer as necessary to allow Buyer to do said remediation or removal. This covenant shall survive closing.

8. Buyer will take steps as necessary to provide ADA access to the west entrance of the improvements on Sundays to allow handicapped access to the nave of the facility for Sunday services and for the community breakfast held the first Saturday of each month. In addition, Buyer will ensure the handicapped parking stall reserved for David Calvert, the mechanized wheelchair lift on the east side of the building at 530 N. Market, and a path between the lift and that parking stall sufficient for wheelchair access will remain unobstructed. This covenant shall survive closing.

9. 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 0% by Seller and 100% by Buyer. Buyer will pay
100% closing costs.

10. Buyer will cause its contractor to be available to meet on-site with designated representatives of Seller prior to commencement of construction for the purpose of discussing project schedule.

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

SELLER

First Presbyterian Church of Wichita, a Kansas not-for-profit corporation

By: [signature]
Name: William David Miller
Title: President of the Church

[signature]
Melinda L. Sears
Clerk of Session

BUYER: ATTEST:

Jeff Longwell, Mayor
Karen Sublett, City Clerk

APPROVED AS TO FORM:

[signature]
Jennifer Magana, City Attorney and Director of Law
EXHIBIT A

SANITARY SEWER EASEMENT

THIS EASEMENT made this _______ day of ________________, 2019,

by and between First Presbyterian Church of Wichita, a Kansas not for profit corporation, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee, subject however to easements, restrictions and covenants of record if any, a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sanitary sewer system, over, along and under the following described real estate situated in Sedgwick, County, Kansas to wit:

A Tract of land for permanent sanitary sewer easement purposes, being part of Munger’s Original Town of Wichita, Sedgwick County, Kansas; AND Gordon’s Subdivision of Lots 10 and 12, and 10 feet off the North Side of Lot 8, of Oldham’s Sub-Division in Original Town of Wichita, Sedgwick County, Kansas; And Court Place, Original Town of Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Beginning at the southeast corner of Lot 2 on Chisholm Street, Now Market Street, in said Munger’s Original Town of Wichita; thence N00°31’51"W along the east line of said Lot 2, also being the west line of a vacated 20 foot alley, as platted in said Munger’s Original Town of Wichita, 143.65 feet; thence S88°57’43"W, 47.01 feet; thence N00°31’21"W, 156.95 feet to the south line of Lot 22 on Chisholm Street, Now Market Street, in said Munger’s Original Town of Wichita; thence N88°57’29"E along said south line, 0.18 feet to the southeast corner of a parcel of land described in a Warranty Deed recorded at Film 596, Page 944, filed in the Sedgwick County Register of Deeds; thence N16°21’52"W along the southerly most east line of said parcel, 52.19 feet; thence N00°31’51"W along the east line of said parcel and extended, 69.64 feet to the north line of Lot 28 on Chisholm Street, Now Market Street, in said Munger’s Original Town of Wichita; thence N88°57’14"E along said north line, 58.51 feet; thence S47°58’36"W, 58.08 feet; thence S00°31’51"E, 29.60 feet; thence S16°21’52"E, 69.84 feet; thence S00’31’21"E, 121.23 feet; thence N88°57’43"E, 47.01 feet to the east line of said vacated alley; thence S00°31’51"E along the east line of said vacated alley, 163.65 feet to the southwest corner of Lot 1 on Texas Avenue, Now Broadway, as platted in said Munger’s Original Town of Wichita; thence S88°58’08"W along the north street right of way of Central Ave., 20.00 feet to the place of beginning. The tract described above contains 9,564 square feet or 0.22 acres, more or less.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sanitary sewer system.

Grantor reserves the right to park vehicles over the aforesaid easement area.

IN WITNESS WHEREOF: The Grantor has signed this document the day and year first written.

First Presbyterian Church of Wichita
a Kansas not-for-profit corporation

By: _____________________________
Name: ___________________________
Title: ___________________________
State of Kansas
County of Sedgwick \{ ss. \}

This instrument was acknowledged before me on \underline{\hspace{20cm}} by \underline{\hspace{20cm}}
\underline{\hspace{20cm}} as \underline{\hspace{20cm}} of First Presbyterian Church of Wichita

Notary Public
My Commission expires: \underline{\hspace{20cm}}
EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made and entered into this ___ day of ____________, 2019, by and between First Presbyterian Church of Wichita, a Kansas not for profit corporation (hereinafter “Grantor”) and the City of Wichita, Kansas, a municipal corporation (hereinafter “Grantee”).

In consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to the Grantee, its successors and assigns, subject however to easements, restrictions and covenants of record if any, this Temporary Construction Easement over and upon the following described tract, piece and parcel of land situated in Sedgwick County, Kansas, to-wit:

Tracts of land for temporary construction easement purposes, being part of Munger’s Original Town of Wichita, Sedgwick County, Kansas; AND Gordon’s Subdivision of Lots 10 and 12, and 10 feet off the North Side of Lot 8, of Oldham’s Sub-Division in Original Town of Wichita, Sedgwick County, Kansas; And Court Place, Original Town of Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Parcel 1:
Beginning at the southwest corner of Lot 10, in said Gordon’s Sub-Division; thence N01°31’21”W along the west line of said Lot 10, 20.00 feet; thence N88°57’54”E, 65.07 feet; thence N00°31’21”W, 174.96 feet to the south line of Lot 22 on Chisholm Street, Now Market Street, in said Munger’s Original Town of Wichita; thence N88°57’29”E along said south line, 20.00 feet; thence S00°31’21”E, 156.30 feet; thence N88°57’43”E, 35.00 feet to the east line of said Gordons Sub-Division; thence S00°31’39”E along said east line, 38.66 feet to the south line of said Lot 10; thence S88°57’54”W along said south line, 120.07 feet to the place of beginning.

Parcel 2:
Commencing at the southeast corner of Lot 1, in said Court Place; thence S00°32’21”E along the east line of a 15 foot Street Vacation, being the west street right of way of Broadway, 22.62 feet to the place of beginning; thence continuing S00°32’21”E along said west street right of way, 20.00 feet; thence S89°28’09”W, 136.08 feet; thence N00°31’51”W, 48.00 feet; thence N89°28’09”E, 55.00 feet; thence S00°31’51”E, 28.00 feet; thence N89°28’09”E, 81.07 feet to the place of beginning.

Parcel 3:
Commencing at the southeast corner of Lot 1, in said Court Place; thence S88°57’44”W along the south line of said Lot 1, 152.48 feet to the place of beginning; thence S00°27’49”E, 16.32 feet; thence S88°57’43”W, 41.58 feet; thence N00°31’21”W, 25.61 feet; thence N88°57’44”E, 41.61 feet; thence S00°27’49”E, 9.28 feet to the place of beginning.

Parcel 4:
Commencing at the northeast corner of Lot 9, in said Court Place; thence S88°57’29”W along the north line of said Lot 9, 151.17 feet to the place of beginning; thence S00°38’01”E, 6.06 feet; thence S89°20’11”W, 45.53 feet; thence N16°21’52”W, 17.95 feet; thence N89°29’09”E, 16.40 feet; thence S00°30’51”E, 6.65 feet; thence N89°29’09”E, 34.01 feet; thence S00°38’01”E, 4.44 feet to the place of beginning.

The tracts described above contain 12,480 square feet or 0.29 acres, more or less.
2. For purposes of this Conveyance, the term “Temporary Construction Easement” shall mean:

An easement commencing on June 1, 2019 and expiring on June 30, 2020, or 30 days after final acceptance by Grantee of Grantee’s Construction Contractor’s work, whichever occurs first, allowing the City of Wichita, Kansas, its agents, employees and contractors to enter upon and make use of the above-described real property to undertake and carry out the construction, installation, supervision, inspection, maintenance and repair of, sanitary sewer, utility and other related facilities and improvements located and to be located within the permanent sanitary sewer easement area, private drives, including but not limited to grading, filling, and repairing the grounds within the area of the above-described real property, and the right of ingress and egress for such purposes; provided however,

(a) At its sole cost and expense, Grantee shall cause its Construction Contractor to provide reasonable ingress and egress to the property remaining at all times and specifically including the west entrances of Grantor’s buildings for Sunday services and the first Saturday of each month, throughout the term of this Temporary Construction Easement, whether using current or alternative access points.

(b) The above-described real property shall be utilized only to undertake and carry-out actual construction activity on Grantor’s remaining property, but shall not be utilized for general project storage of vehicles, equipment or material except when directly associated with such work.

(c) At the conclusion of construction, Grantee shall restore any portions of the above-described real property disturbed by construction by re-grading and hard top resurfacing but without the duty of on-going maintenance, and without replacement of any trees, shrubs, bushes or other vegetation now growing on the property.

(d) Grantee’s Construction Contractor shall not close or block any of the existing entrances to public streets. Further, Grantee shall cause its Construction Contractor to keep open and wheelchair accessible at all times the existing parking stall reserved for David Calvert, the mechanized wheelchair lift at the east entrance to the building at 530 N. Market, and a path between such stall and wheelchair lift.

IN WITNESS WHEREOF, the Grantor has set its hand this ___ day of ____________, 2019.

First Presbyterian Church of Wichita
a Kansas not-for-profit corporation

By:
Name:
Title:
ACKNOWLEDGMENT

STATE OF KANSAS    ) ss.
COUNTY OF SEDGWICK )

BE IT REMEMBERED that on this __________ day of ____________, 2019 before me, the undersigned, a notary public in and for the county and state aforesaid, came _______________ and who is personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

______________________________
Notary Public
My appointment expires: ____________