

## **REAL ESTATE PURCHASE CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Board of County Commissioners of Riley County, Kansas, parties of the First Part, hereinafter referred to as "Seller" and \_\_\_\_\_, party of the Second Part, hereinafter referred to as "Buyer."

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties contract with each other, as follows:

1. Seller agrees to sell and convey to Buyer by a good and sufficient warranty deed, the following described real property, situated in Riley County, Kansas, to-wit:

(INSERT APPLICABLE LEGAL DESCRIPTION FROM EXHIBIT A)

2. Buyer agrees to purchase, and pay to Seller certified funds acceptable to Seller at closing as consideration for the conveyance to Buyer of the above described real property, in the sum of \$ \_\_\_\_\_ plus or minus any adjustments provided herein.
3. All terms and conditions of the Notice of Intent to Sell Real Property By the Board of County Commissioners of Riley County, Kansas, attached hereto as Exhibit 1, are incorporated herein by reference and made a part of this agreement. Seller agrees to furnish to Buyer merchantable fee simple title to the above described property, subject only to easements and restrictions of record. Seller shall furnish to Buyer prior to closing, for Buyer's examination, a commitment for a standard ALTA owner's policy of title insurance from a title company licensed in the State of Kansas, showing marketable title in the Seller, subject to the exceptions hereinbefore stated. Buyer shall make any objections relative to the marketability of the title in writing to Seller prior to closing; any objections not so furnished shall be deemed waived by Buyer. The owner's policy of title insurance shall be issued following the closing of this sale and shall insure Buyer against loss or damage to the extent of the purchase price by reason of defects in Seller's title to said real estate, subject to exceptions hereinbefore stated and standard exceptions noted in Schedule B of said policy. The premium for the owner's policy of title insurance shall be paid by Seller. Seller shall have a reasonable amount of time, not to exceed 30 days unless otherwise mutually agreed, in which to remedy any defects of title which may appear, and if legal proceedings are necessary they shall be commenced promptly and diligently prosecuted to completion. The date of closing of this sale shall be extended until title or other work necessary to render the title marketable shall be concluded. If the Seller is unable to furnish marketable title as provided herein, then this contract shall be come null and void, and all monies paid by or on behalf of Buyer, if any, shall be returned to Buyer, and the escrow agent shall return the Deed to Seller, and all parties shall be released from further liability hereunder. Buyer shall not have a claim against Seller should the consummation of this contract be prevented because of the inability of the Seller to deliver marketable title. In case of dispute between the parties, the Title Standards adopted by the Kansas Bar Association and the Kansas Marketable Title Act shall control.
4. All taxes and special assessments, if any, shall be adjusted and prorated as of closing. Taxes shall be prorated for the current calendar year on the basis of taxes levied, or, if not available at the time of closing, on the basis of the prior year.
5. Seller agrees to convey the above described premises with all improvements located thereon demolished and the rubble thereof cleared and to deliver possession of the same in "as-is" condition and subject to the following additional conditions:

- a. Seller makes no warranty or guarantee as to the suitability of the real property for the intended use of the Buyer.
  - b. Buyer covenants and agrees that the Buyer at their own expense, shall examine the real property in order to determine:
    - i. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use; and
    - ii. The presence or absence of any contamination by any hazardous substance.
  - c. Buyer covenants and agrees that the buyer, at their sole expense, shall determine the following relating to the Buyer's intended use, development or redevelopment of the real property:
    - i The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
    - ii 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;
    - iii The nature and extent of zoning statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-changes procedures necessary or desirable to allow for the Buyer's intended use or uses.
  - d. The real property proposed for sale is currently used exclusively for government purposes and as such it is exempt from ad valorem taxation. The Buyer covenants and agrees that the Buyer will determine the impact of ad valorem taxation on the existing real property as well as on the intended future use of such real property.
6. Time is of the essence in the interpretation and enforcement of these conditions, and the sale herein authorized shall be consummated and closed no later than as described within the applicable sections of Exhibit A, described above, following acceptance of the bid by the Board of County Commissioners.
7. Possession shall be given to Buyer upon closing, as described within the terms of the above-described Exhibit 1.
8. The Closing shall be conducted by Charlson & Wilson Bonded Abstractors, Inc., and the closing fee shall be paid by the Seller. Charlson and Wilson Bonded Abstractors, Inc. is hereby appointed as escrow agent for this sale and shall have the authority to do whatever is necessary to aid in the handling of this escrow. In accepting any funds or documents delivered hereunder, it is agreed and understood that, in the event of a disagreement between the parties to this contract, the escrow agent will and does reserve the right to hold all money and documents concerning this escrow until a mutual agreement has been reached between all of the parties hereto or until delivery is legally authorized by final judgment or decree from a court of competent jurisdiction. The escrow agent may bring an appropriate action or proceeding for leave to deposit said money and /or documents in court pending such determination and shall have the right to employ attorneys for the reasonable protection of the escrow property and of itself and shall have the right to reimburse itself out of any funds in its possession for costs, expenses, attorney fees and its compensation, and shall have a lien on all money and documents held in escrow to cover same. Furthermore, the parties hereby agree the escrow agent may retain any interest earned on escrowed funds and if this contract is canceled by the parties or if the earnest money is to be forfeited or refunded, the

amount to be distributed shall first be reduced by any unpaid charges for credit reports, appraisals, surveys, termite, mechanical and other inspections, and title investigation fees, if any, incurred by the escrow agent on behalf of the party receiving the funds.

9. Upon the conveyance of real estate described herein, Buyer agrees to waive and release Seller from any claims, demands, causes or rights of action, which Buyer has or may have against the Seller for any damages, losses or liabilities subsequent to the date of closing based upon the existence of any vice or defect which may result from the existence, if any, or due to the presence of asbestos and/or any toxic or hazardous materials in , on or under the real estate subsequent to such date. Buyer further agrees to release any claim that it may otherwise have against Seller due to any costs incurred by Buyer or imposed on Buyer pursuant to any actions taken to assure or accomplish compliance with the requirements of the Resource Conservation and Recovery Act, the Hazardous and solid Waste Amendments, the Clean Water Act, the Clean Air Act, the toxic Substance Control Act and the Comprehensive Environmental Response, Compensation and Liability Act, and/or any other federal, state or local environmental rules, regulations, ordinance or laws governing the use, operation, upkeep, management and ownership of the real estate, including any cost recovery claim under common law. Buyer agrees to comply with all such statutes, regulations, ordinances, orders and decrees.
10. Unless otherwise provided herein, all implied warranties with respect to the real estate, including those related to merchantability or fitness for a particular purpose or with respect to any environmental matters, soil conditions, status as “wetlands,” zoning, or otherwise, are hereby disclaimed by Seller and expressly waived by Buyer. Buyer shall have no right or cause of action against Seller to assert in any controversy, claim, demand or litigation arising from or in connection with the condition of any improvements on the real estate or the quality of the real estate.

Executed as of the day and year first above written.

BUYER:

SELLER:

**BOARD OF COUNTY COMMISSIONERS  
OF RILEY COUNTY, KANSAS**

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
**Chairman**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Member**

**ATTEST:**

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Rich Vargo, Riley County Clerk (SEAL)**

Approved as to Form

By: \_\_\_\_\_  
Clancy Holeman  
Riley County Counselor

Date: \_\_\_\_\_