

AGREEMENT

This Agreement made and entered into this 14th day of March, 2006, by and between the City of Lawrence, Kansas, a municipal corporation, (hereinafter "Seller") and John M. Elwell (hereinafter "Buyer").

WHEREAS, the City of Lawrence, Kansas, a municipal corporation, is the record owner of the following described real estate commonly located north of the existing facility at 5200 Clinton Parkway and situated in the City of Lawrence, Douglas County, Kansas, to wit:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF
SECTION 4, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF
THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF
LAWRENCE, DOUGLAS COUNTY, KANSAS,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2A
OF THE LOT SPLIT OF LOT 2, THE LANDING, A
SUBDIVISION IN THE CITY OF LAWRENCE, DOUGLAS
COUNTY, KANSAS; THENCE SOUTH 88°01'34" WEST
ALONG THE NORTH LINE OF SAID LOT 2, 407.83 FEET;
THENCE NORTH 00°41'21" WEST, 190.00 FEET;
THENCE NORTH 88°01'34" EAST, 222.90 FEET; THENCE
SOUTH 00°41'21" EAST, 140.00 FEET; THENCE NORTH
88°01'34" EAST, 184.93 FEET; THENCE SOUTH
00°41'21" EAST, 50.00 FEET TO THE POINT OF
BEGINNING, SAID AREA CONTAINS 1.184 ACRES,
MORE OR LESS.

WHEREAS, the Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller the fee simple title in and to the above-described real estate, commonly located north of the existing facility at 5200 Clinton Parkway, free and clear of all liens, encumbrances and tenancies, except easements now of record, for the consideration and in accordance with the terms, conditions and covenants hereinafter provided, and;

WHEREAS, the above said sale was authorized by the Governing Body of the City of Lawrence, Kansas on February 28, 2006, and;

WHEREAS, A copy of the survey for the area to be conveyed is attached hereto as Exhibit A.

WITNESSETH:

In consideration of the mutual covenants and conditions herein contained, Buyer and Seller do hereby agree as follows:

1. **Agreement to Sell and Purchase Pending Approval of a Plat and a Use Permitted Upon Review (UPR) by the Governing Body of the City of Lawrence.** The Seller hereby sells to the Buyer and the Buyer hereby purchases from the Seller the above-described real estate for the sum of \$26,000 to be paid by the Buyer to the Seller at the time of closing. This sale is subject to the Buyer obtaining approval by the Governing Body of the City of Lawrence, all necessary land use approvals, including a Plat and a UPR, from the City of Lawrence.
2. **Warranty Deed.** Upon the execution of this agreement the Seller shall execute, acknowledge and deliver to Kansas Secured Title, Lawrence, Kansas, as escrow agent, a general warranty deed whereby the Seller conveys to the Buyer the fee simple title to the above-described real estate, free and clear of all liens, encumbrances and tenancies, save and except for easements now of record. Upon the closing of this transaction the escrow agent shall deliver said deed to the Buyer. The fee of the escrow agent shall be paid by the Buyer.
3. **Closing.** This transaction shall be closed at the office of the escrow agent on or before the ____ day of _____, 2006, at a time to be mutually agreed upon by the parties and shall not close prior to the satisfaction of the conditions of this sale pursuant to Section 1 above.
4. **Title Insurance.** The Buyer shall provide, at his cost, a policy of title insurance whereby the fee simple title in and to the above-described real estate is insured in the name of the Buyer in the amount of \$26,000, free and clear of all liens and encumbrances, except easements now of record. The Buyer shall forthwith order a commitment for such title insurance through Kansas Secured Title, Lawrence, Kansas, subject only to standard "Schedule B" exceptions, and easements now of record.
5. **Real Estate Taxes.** It is further agreed by the parties that the Seller shall pay all real estate taxes and assessments for years prior to the year in which the Closing occurs. Real estate taxes for the year in which the Closing occurs shall be prorated between Seller and Buyer as of the date of Closing, with the Seller being responsible for all taxes and assessments to the date of Closing, pro-rated on a daily basis. Seller may discharge Seller's responsibility for their pro-rated part by allowing the Buyer a credit against the Purchase Price for Seller's portion of such taxes and assessments. In the event that taxes for the year in which the Closing occurs shall not have been determined as of the date of Closing, then the proration of taxes as described herein shall be completed based upon the most recent year in which taxes have been determined. Such proration shall be based upon the tax bill for 2005.
6. **Conditions of Sale.** The Seller warrants that the above-described real estate is not now, and will not be at the time of closing, subject to a tenancy of any kind. The Buyer hereby desires to purchase the above real estate "as is" as of the date of closing.

7. **Environmental Conditions.** The Buyer hereby acknowledges that the above property is adjacent to an abandoned landfill site. The Seller makes no warranties regarding any potential environmental hazards. The Seller has not conducted any environmental site assessment of the property and the Buyer shall assume any risk, liability or other claim from said property resulting from any environmental hazard or condition, at the time of possession.

8. **Possession.** The Buyer will take possession of the above real estate on the date of closing.

9. **Binding Effect.** This agreement is and shall be binding and obligatory upon the parties hereto and their heirs, administrators, personal representatives, successors and assigns.

10. **Recitals.** The recitals above-stated are by reference adopted herein and made part of this agreement.

11. **Effective Date.** The effective date of this agreement shall be the date upon which the last of the parties hereto shall execute this agreement. It is understood and agreed by the parties that immediately after the execution of this agreement by all parties, the original thereof shall be deposited with the escrow agent.

IN WITNESS WHEREOF the Seller has executed this agreement on the dates(s) stated, and has caused it to be executed by its City Manager and Attested to by the City Clerk. The Buyer has appeared before a Notary Public and executed this agreement on the date stated.

On behalf of the Seller:

CITY OF LAWRENCE, KANSAS,
A municipal corporation

David L. Corliss, Interim City Manager

Dated:

ATTEST:

Frank S. Reeb, City Clerk

Dated:

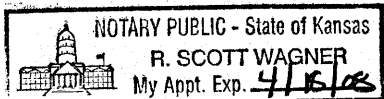
On behalf of the Buyer:

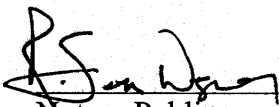
 3/14/06
John M. Elwell Dated:

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 14th day of March, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid came John M. Elwell, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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




Notary Public

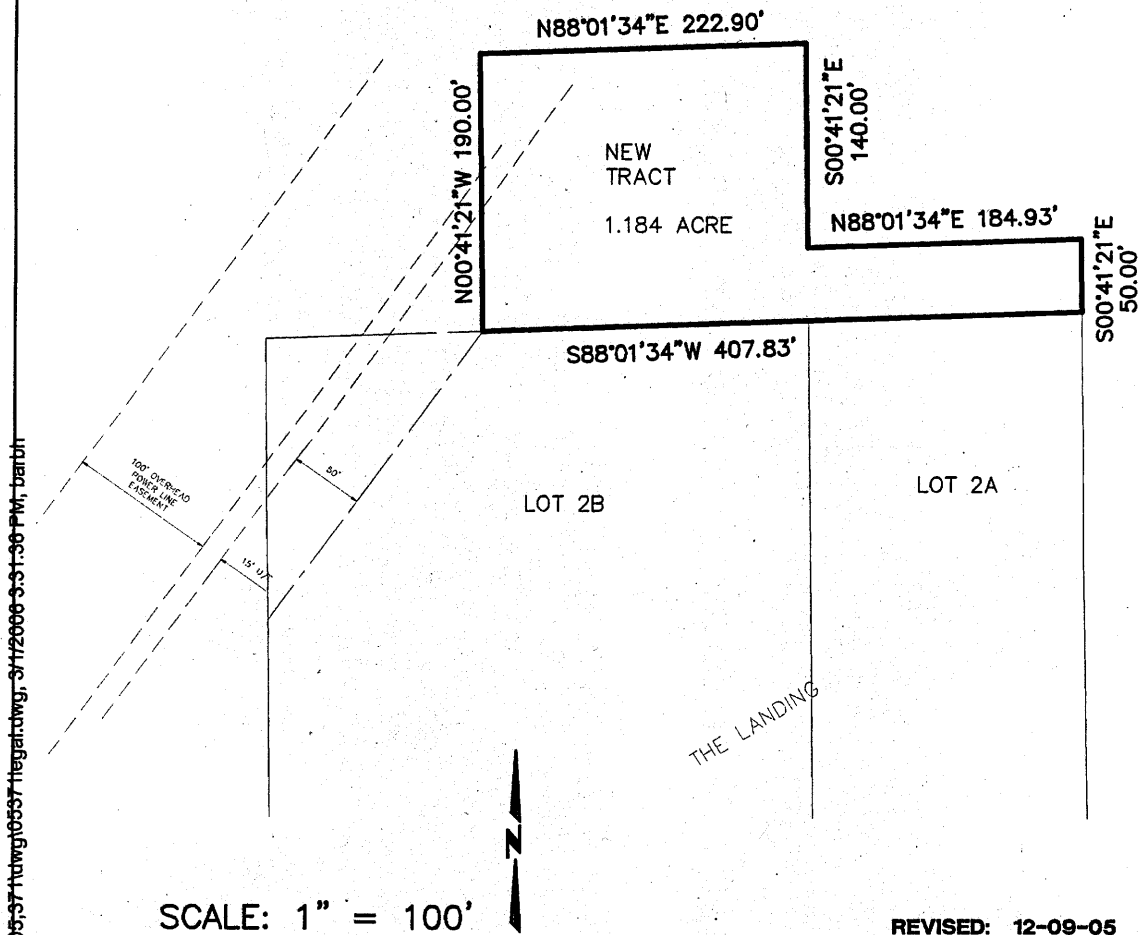
My Commission Expires: April 18, 2008

LEGAL DESCRIPTION FOR A TRACT IN THE SW ¼ OF SECTION 4-13-19

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2A OF THE LOT SPLIT OF LOT 2, THE LANDING, A SUBDIVISION IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS; THENCE SOUTH 88°01'34" WEST, ALONG THE NORTH LINE OF SAID LOT 2, 407.83 FEET; THENCE NORTH 00°41'21" WEST, 190.00 FEET; THENCE NORTH 88°01'34" EAST, 222.90 FEET; THENCE SOUTH 00°41'21" EAST, 140.00 FEET; THENCE NORTH 88°01'34" EAST, 184.93 FEET; THENCE SOUTH 00°41'21" EAST, 50.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.184 ACRE, MORE OR LESS.



Landplan Engineering, P.A.

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Community Planning
Surveying**

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