

## **AGREEMENT FOR THE SALE OF REAL ESTATE**

**THIS AGREEMENT FOR THE SALE OF REAL ESTATE** is made this \_\_\_\_ day of June, 2017, by and between Burroughs Creek Addition, LLC, a Kansas limited liability company, and the City of Lawrence, Kansas, a municipal corporation.

### **RECITALS**

- A.** Burroughs Creek Addition, LLC, a Kansas limited liability company ("Burroughs"), is the owner of record of that real property, located at the northeast corner of 12th Street and Haskell Avenue, commonly known as 1224 East 12th Street, Lawrence, Douglas County, Kansas, and bearing the legal description ("the Bur Oak Tract"), to-wit:

BLOCK 1, LOT 9, BURROUGHS CREEK 2nd ADDITION, A  
SUBDIVISION OF THE CITY OF LAWRENCE, DOUGLAS COUNTY,  
KANSAS.

- B.** The City of Lawrence, Kansas, a municipal corporation ("City"), is duly organized and existing pursuant to the laws of the state of Kansas, and has been granted by the State of Kansas the power of eminent domain to purchase and otherwise acquire real property for public use.
- C.** Burroughs desires to sell to the City and the City desires to purchase from Burroughs the fee simple title in and to the Bur Oak Tract, 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 set forth in this Agreement. (The Plat of Burroughs Creek 2nd Addition, which incorporates the Bur Oak Tract is affixed hereto as Exhibit A and is incorporated herein by reference).
- D.** The City seeks to acquire the Bur Oak Tract for the purposes of preserving a large Bur Oak tree (Common name - Bur Oak (*botanical name - Quercus macrocarpa*) ) and to set aside the Bur Oak Tract for public use as a public park (a map showing the location of the Bur Oak Tract is affixed hereto as Exhibit B and is incorporated herein by reference).
- E.** Burroughs, by separate agreement, to be executed contemporaneously with this Agreement, will donate to the City, certain open space and greenspace ("Donated Tract") (a map showing the location of the Donated Tract is affixed hereto as Exhibit C and is incorporated herein by reference).

- F. To accomplish the foregoing, Burroughs and the City enter into this Agreement for the Sale of Real Estate ("Agreement").

**NOW THEREFORE**, in light of the mutual promises and obligations contained herein and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, City and Burroughs do hereby agree as follows:

## **TERMS**

1. **Agreement to Sell.** Burroughs hereby sells to the City and the City hereby agrees to purchase from Burroughs the Bur Oak Tract for the sum of **FIFTY-EIGHT THOUSAND DOLLARS AND NO CENTS** (\$58,000.00), to be paid at the time of closing.
2. **Warranty Deed to be executed by Burroughs.** Upon the execution of this Agreement, Burroughs shall execute, acknowledge, and deliver to Kansas Secured Title, Lawrence, Kansas, as escrow agent, a general Warranty Deed, whereby Burroughs conveys to the City the fee simple title to the above-described real estate, free and clear of all liens, encumbrances, and tenancies, save and except for easements and reservations listed on the warranty deed and easements now of record. Upon the closing of this transaction, the escrow agent shall deliver said deed to the City. The fee of the escrow agent shall be paid by the City.
3. **Closing and Possession.** The Closing Date of this Agreement shall be on or before December 29, 2017, and shall be at the office of Kansas Secured Title, Lawrence, Kansas, unless all parties agree in writing to advance or delay the Closing. For the purposes of this Agreement, "Closing" means the settlement of the obligations of the parties to each other under this Agreement, including the delivery to the City of the general Warranty Deed, in proper form for recording, and other transfer documents so as to transfer to the City fee simple title to the Bur Oak Tract, free of all liens, encumbrances, and tenancies, except those identified in the commitment, in accordance with Paragraph 4. At Closing, possession of the Bur Oak Tract shall be transferred to the City. Closing and Possession shall occur simultaneously with Closing and Possession of the Donated Tract.
4. **Title Insurance.** Burroughs shall provide, at its cost, a policy of title insurance, whereby the fee simple title in and to the real estate described above is insured in the name of the City in the amount of \$58,000.00, free and clear of all liens, encumbrances, and tenancies, except easements now of record. Burroughs 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. Burroughs shall provide to the City a copy of the Commitment. The City shall have thirty (30) days after receipt to examine the Commitment and to notify Burroughs in writing of any requirements to make the title marketable. Burroughs shall have until Closing to cause the title to be made marketable. If defects precluding marketability are not removed by Burroughs prior to Closing, the City may either accept title or cancel this Agreement. Provided the City has satisfied the terms of this paragraph, Burroughs agrees that it shall diligently attempt, prior to Closing, to correct any defects to marketability of which the City has notified Burroughs in writing, and shall file and pursue any legal proceedings reasonably necessary to correct such defects. In case of dispute between the parties as to marketability of the title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Title Act, as amended, shall control. All title insurance costs, as well as the costs of curing any title defects and the recording any of corrective instruments, shall be paid by Burroughs.

5. **Real Estate Taxes.** It is further agreed by the parties that, with respect to the Bur Oak Tract, Burroughs 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 Burroughs and City as of the date of Closing, with Burroughs being responsible for all real estate taxes and other assessments to the date of Closing, prorated on a daily basis, and the City being responsible for all real estate taxes and assessments after the date of Closing. Burroughs may discharge Burroughs's responsibility for its prorated part of the real estate taxes and other assessments by allowing the City a credit against the Purchase Price for Burroughs's share of such real estate taxes and assessments. In the event that real estate taxes and other assessments for the year in which the Closing occurs shall not have been determined as of the date of Closing, then the proration of real estate taxes and assessments as described herein shall be completed based upon real estate taxes and assessments billed and paid in 2016.
6. **Conditions of Sale.** Burroughs warrants that the Bur Oak Tract is not now and will not be, at the time of closing, subject to a tenancy of any kind. The City agrees to purchase the above real estate "as is" as of the date of closing.
7. **Environmental Conditions.** Neither the City nor Burroughs makes any warranties regarding any potential environmental hazards. The City has not conducted a Phase I environmental site assessment of the property.
8. **Binding Effect.** This agreement is and shall be binding and obligatory upon the parties hereto and their heirs, administrators, personal representatives, successors and assigns.


9. **Authorization.** Each of the persons executing this Agreement, in behalf of their respective parties, represents and warrants that they have the authority to bind the party in behalf of whom they have executed this Agreement, and that all acts requisite to that authorization have been taken and completed.
10. **Severability.** If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
11. **Governing Law.** This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the state of Kansas.
12. **Recitals.** The recitals above-stated are by reference adopted herein and made part of this agreement.
13. **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 shall be deposited with the escrow agent.

*[SIGNATURE PAGES FOLLOW]*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement for the Sale of Real Property to be executed as of the date noted above.

**BURROUGHS:  
BURROUGHS CREEK ADDITION,  
LLC, a Kansas limited liability  
company**

  
\_\_\_\_\_  
ERIC JAY  
Owner

  
\_\_\_\_\_  
MATTHEW JONES  
Owner

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )  
THE COUNTY OF DOUGLAS        )        ss:

**BE IT REMEMBERED**, that on this 30<sup>th</sup> day of May, 2017, before me the undersigned, a notary public in and for the County and State aforesaid, came Eric Jay and Matthew Jones, as owners of Burroughs Creek Addition, LLC, a Kansas limited liability company, who are personally known to me to be the same persons who executed this instrument in writing, and said persons fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

  
\_\_\_\_\_  
Notary Public

My Appointment Expires: 8/4/2019



**CITY:  
CITY OF LAWRENCE, KANSAS, a  
municipal corporation**

\_\_\_\_\_  
LESLIE SODEN  
Mayor

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )     ss:  
THE COUNTY OF DOUGLAS        )

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a notary public in and for the County and State aforesaid, came Leslie Soden, as Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

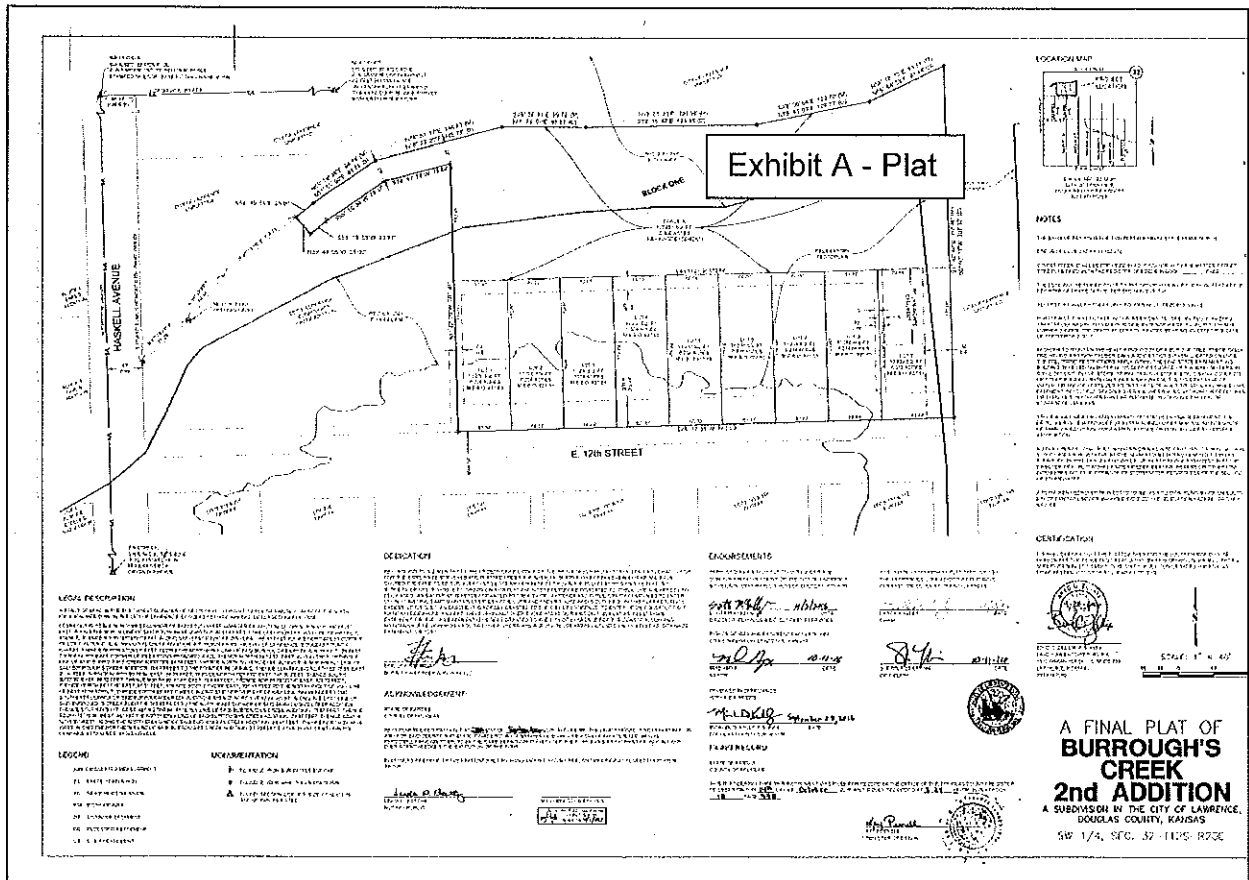


Exhibit B – Bur Oak Tract





