

Kansas Bill of Sale

The City of Lawrence, Kansas, a municipal corporation, herein called the Seller, in consideration of the sum of one dollar (\$1.00) and other valuable consideration to be paid by the Buyer, Melissa C. Moore and Kurt K. Look, Co-Trustees, the receipt of which is hereby acknowledged, sells to Buyer, its administrators, successors and assigns, the **Property** as described below and as shown on the attached Exhibit A. The Seller, pursuant to K.S.A. 12-101, has the corporate authority to convey said **Property** to the Buyer.

PROPERTY: The following Property shall become part of the private sanitary sewer service lateral serving 1513 Crescent Road: One (1) manhole, converted to a sanitary sewer cleanout, and approximately 233 feet of 6" PVC sanitary sewer service lateral, 225 feet of which is generally located on the property of 1513 Crescent Rd and 8 feet of which is located on the property of 1500 W 15th Street. Said sanitary sewer line is generally located in the following described real property located in the City of Lawrence, Douglas County, Kansas to wit and as shown on the attached Exhibit A:

Located in the Southeast $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 36, Township 12 south, Range 19 East of the 6th Principal Meridian as follows.

Part of Lot Sixteen-A (16A), Replat of Lot 16, University Heights Part Two, revised, in the City of Lawrence, Douglas County, Kansas, described as follows:

Beginning at the Northeast corner of said Lot 16A, thence south $11^{\circ} 47'50''$ East, along the Easterly line of said Lot, 55.95 feet; thence North $56^{\circ} 12'30''$ West, 61.69 feet to a point on the North line of said Lot, thence Northeasterly along the north line of said Lot, on a curve to the right with a radius of 149.46 feet, an arc distance of 44.94 feet to the beginning point.

AND

All of Lot Sixteen-B (16B), Replat of Lot 16, University Heights Part Two, Revised, in the City of Lawrence, Douglas County, Kansas.

TRANSFER OF PROPERTY:

Seller hereby sells and transfers through its designated agent the **Property** described above and on the attached Exhibit A to the Buyer.

WARRANTY:

Seller warrants and represents to Buyer that Seller is the lawful owner of the property, that title to the property is good, that transfer of the property is lawful, and that there are no liens, security agreements, encumbrances, claims, demands, or charges of any kind.

Seller represents to Buyer that Seller will warrant and defend title to the property against every person lawfully claiming the property or any part of it.

SELLER TRANSFERS THE PROPERTY WITH A ONE YEAR CONTRACTOR'S WARRANTY. THE WARRANTY IS FROM FREEMAN CONCRETE CONSTRUCTION, LLC, WHO INSTALLED THE SEWER LATERAL AS PART OF CITY PROJECT

UT1513 - NAISMITH DRIVE AND CRESCENT ROAD STREET, SIDEWALK, STORM SEWER AND SANITARY SEWER IMPROVEMENTS. THE WARRANTY IS VALID FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY THE CITY (AUGUST 7, 2017). THE CONTRACTOR IS RESPONSIBLE FOR MAKING ANY NECESSARY REPAIRS ARISING OUT OF DEFECTIVE WORKMANSHIP OR MATERIALS.

In witness, the Seller has executed this document on this ____ day of _____, 20____.

Seller: City of Lawrence, Kansas

Buyer: Melissa C. Moore and Kurt K. Look, Co-Trustees

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed as of the date noted above.

ON BEHALF OF THE SELLER:

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

Thomas M. Markus
City Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, as City Manager 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 me hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

ON BEHALF OF THE BUYERS:

BUYERS

MELISSA C. MOORE
Co-Trustee

KURT K. LOOK
Co-Trustee

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me the undersigned, a notary public in and for the County and State aforesaid, came Melissa C. Moore and Kurt K. Look, Co-Trustees, 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 me hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

Exhibit A



Legend

Approximate Location of Improvements

- New 6" Private Service Lateral Installed
- Convert Existing 6" PVC Public Sewer to Private Service Lateral
- Existing Private Service
- Abandoned Public Sewer Main
- Existing Public Sanitary Manhole - Converted to Private Cleanout
- Sanitary Manhole
- Sanitary Sewer Main

0 30 60 120 Feet