

REAL ESTATE SALES CONTRACT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Haddam Alumni Association Incorporated, a Kansas not for profit Corporation, hereinafter referred to as "Seller", and \_\_\_\_\_, hereinafter referred to as "Buyer(s)."

WITNESSETH: That Seller hereby agrees to sell and convey marketable title by a Warranty Deed to the Buyer(s), or such other persons designated by Buyer(s), free and clear of all liens and encumbrances except easements and restrictions of record and subject to applicable zoning laws, and Buyer(s) agree to purchase all of the following described real estate, to-wit:

\_\_\_\_\_ **Tract 1:** A tract of land located in the following described tract: Beginning at a point 1,469 feet west of the southeast corner of the Southwest Quarter (SW/4) of Section Twenty-two (22), Township Two (2) South, Range One (1) East of the 6<sup>th</sup> P.M., thence running north 330 feet, thence running west parallel with the south line of said Section Twenty-two (22) 226.83 feet, thence south 330 feet to the south section line of said Section Twenty-two (22), thence east 226.83 feet to the point of beginning, said tract identified as "Tract 1" on the Exhibit attached hereto and containing an approximate 11,468 square foot two-story brick building. The parties hereto acknowledge that a survey will be required and obtained final to prior closing in order to determine an exact legal description of "Tract 1" as well as easements and utility meter splits. The cost of the survey will be shared equally between Seller and Buyer(s). The cost of the utility meters splits shall be the responsibility of the Buyer(s).

\_\_\_\_\_ **Tract 2:** A tract of land located in the following described tract: Beginning at a point 1,469 feet west of the southeast corner of the Southwest Quarter (SW/4) of Section Twenty-two (22), Township Two (2) South, Range One (1) East of the 6<sup>th</sup> P.M., thence running north 330 feet, thence running west parallel with the south line of said Section Twenty-two (22) 226.83 feet, thence south 330 feet to the south section line of said Section Twenty-two (22), thence east 226.83 feet to the point of beginning, said tract identified as "Tract 2" on the Exhibit attached hereto and containing an approximate 1,848 square foot office building. The parties hereto acknowledge that a survey will be required and obtained final to prior closing in order to determine an exact legal description of "Tract 2" as well as easements and utility meter splits. The cost of the survey will be shared equally between Seller and Buyer(s). The cost of the utility meters splits shall be the responsibility of the Buyer(s).

\_\_\_\_\_ **Tract 3:** A tract of land located in the following described tract: Beginning at a point 1,469 feet west of the southeast corner of the Southwest Quarter (SW/4) of Section Twenty-two (22), Township Two (2) South, Range One (1) East of the 6<sup>th</sup> P.M., thence running north 330 feet, thence running west parallel with the south line of said Section Twenty-two (22) 226.83 feet, thence south 330 feet to the south section line of said Section Twenty-two (22), thence east 226.83 feet to the point of beginning, said tract identified as "Tract 3" on the Exhibit attached hereto and containing an approximate 2,560 square foot warehouse structure and prefabricated storage shed. The parties hereto acknowledge that a survey will be required and obtained final to prior closing in order to determine an exact legal description of "Tract 3" as well as easements and utility meter splits. The cost of the survey will be shared equally between Seller and Buyer(s). The cost of the utility meters splits shall be the responsibility of the Buyer(s).

\_\_\_\_\_ **Tract 4:** A tract of land described as follows: Beginning at a point 1,469 feet west of the southeast corner of the Southwest Quarter (SW/4) of Section Twenty-two (22), Township Two (2) South, Range One (1) East of the 6<sup>th</sup> P.M., thence running north 330 feet, thence running west parallel with the south line of said Section Twenty-two (22) 226.83 feet, thence south 330 feet to the south section line of said Section Twenty-two (22), thence east 226.83 feet to the point of beginning, including all buildings and improvements thereon, said tract identified as "Tract 4" on the Exhibit attached hereto.

1. The purchase price is \$\_\_\_\_\_ (final bid plus buyer's premium of 10% of final bid, or \$1,000.00 minimum, whichever is greater). The Buyer(s) will pay the sum of \$\_\_\_\_\_ (10% of the purchase price) to the Escrow Agent upon the execution of this contract. The Buyer(s) will pay the balance of the purchase price in the form of certified funds on or before August 10, 2021, the date hereinafter set for final closing unless extended by mutual agreement of the parties, and upon receipt of the Warranty Deed which conveys marketable record title to Buyer(s).

2. Seller agrees to deliver to Buyer(s) within a reasonable time after the execution of this contract, a preliminary owner's title insurance commitment, and after closing, a standard owner's title policy both issued by a Kansas licensed title insurance company of the Seller's choosing, covering the above-described property certified to date in the full amount of the purchase price of the above property. Seller agrees that as a condition of this contract, the title insurance commitment must show insurable title to be vested in the Seller. Buyer(s) shall be entitled to a reasonable time thereafter in which to have said title insurance report examined and to return the same to Sellers with any written objections as to the exclusions or underwriting requirements in

said title insurance commitment. Seller shall then have a reasonable time to satisfy any underwriting requirements. The title insurance premium will be paid equally by Seller and Buyer(s). Buyer(s) shall be responsible for the cost of any required lender's policy.

3. A Warranty Deed shall be executed and deposited with the Escrow/Closing Agent. The Escrow Agent is hereby directed to deliver the Deed to Buyer(s) when the entire purchase price has been paid in full.

4. The parties hereto make and designate The Law Office of Elizabeth Baskerville Hiltgen, P.A., 209 C Street, Washington, Kansas, the Escrow/Closing Agent herein. The Escrow/Closing Agent is hereby authorized and directed to pay any and all necessary and incidental expenses of the sale of the above-described real property, including a real estate commission of the gross proceeds from the sale due and owing to Midwest Land and Home. The Escrow/Closing Agent shall pay over the balance to which the Seller is entitled to the Seller or Seller's assigns. The Seller and Buyer(s) shall equally share the fee charged by the Escrow/Closing Agent. In the event an additional closing agent shall be needed to close a loan on behalf of Buyer(s), Buyer(s) agree to pay any fee incurred by said closing agent.

The parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this agreement. Buyer(s) and Sellers agree that failure by either to respond in writing to a certified letter from the escrow agent within seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of cancellation of this agreement, shall constitute consent to distribution of the earnest money as suggested in any such certified letter, or as demanded by the other party hereto.

Provided the Escrow/Closing Agent performs all of its obligations under the Agreement, the parties agree to defend, indemnify and hold the Escrow/Closing Agent harmless from any and all liabilities or losses by reason of this Agreement and in connection with any court action arising out of this Agreement. The provisions of this paragraph shall survive the closing of this Agreement.

5. Possession of the above premises shall be delivered to Buyer(s) on final closing. Closing shall take place on or before August 10, 2021.

6. Seller agrees to pay all taxes and assessments for the year 2020 and all prior years. Taxes and assessments which will be due for the year 2021 shall be pro-rated to the date of closing, based on the valuation provided by the Washington County Appraiser's Office, and Buyer(s) shall receive a credit towards the total amount due and owing from Buyer(s) at final closing in the amount of said pro-rated taxes. Buyer(s) agree to pay all subsequent taxes and assessments. Any back taxes due and owing, and any penalties associated with said back taxes

shall be paid from Escrow.

7. Seller agrees to deliver and Buyer(s) agree to accept the property in its present condition. **Seller makes no warranty as to the condition of the property. Buyer(s) acknowledge that Buyer(s) have inspected the property and that Buyer(s) are purchasing the property “as is”.** Seller further agrees to keep the property and improvements in the same or substantially the same condition as the property is in at the time of execution of this agreement.

8. The Seller will maintain the present insurance on the premises in full force and effect until closing or termination of this contract. In the event there is substantial loss or damage to the premises from natural or manmade causes prior to the final closing, the Buyer(s) shall have the right and option to terminate this contract by written notice. If at the discretion of Seller it is determined that it is not feasible to complete repair or rebuilding within 30 days from the date of damage, the Seller shall have the option to repair the damage or rebuild the damaged structure in a reasonable time or in the alternative to terminate this contract. In the event either party terminates the contract under this paragraph, the Escrow Agent shall return all funds held in escrow to the Buyer(s), the deed to Seller, and the contract shall be void.

9. Time is of the essence of this Agreement. In the event Buyer(s) fail to comply with any of the terms of this contract, then this contract shall at the option of the Seller become immediately null and void whereupon all rights of Buyer(s) hereunder shall end in which case the earnest money shall be forfeited as liquidated damages for the payment of legal and escrow fees, broker's fees, advertising expenses, title searches, and/or title insurance policy cancellation fees incurred by virtue of this transaction, and Seller's other expenses related to this transaction, with the balance of the earnest money payable to the Seller for nonperformance, and Seller shall be entitled to retain possession of said real estate and upon said election all parties shall be released from further liability hereunder. If Seller does not exercise the option to terminate this contract, Seller may pursue such other rights as Seller may have and shall be entitled to whatever other legal or equitable remedies are available to Seller.

10. In the event that Seller cannot follow through with all the terms of this Contract, then Seller will be responsible for any expenses incurred, including, but not limited to contract costs, title searches, and/or title insurance policy cancellation fees, escrow fees which shall be paid directly to the party entitled to such fees, in which case the earnest money deposit shall be returned to Buyer(s) and upon such return, this contract shall have no force or effect and neither party shall have any rights against the other hereunder.

11. BROKER'S RELATIONSHIPS DISCLOSURE. Midwest Land and Home is the Broker / Auctioneer, and hereby notifies the undersigned Buyer(s), as follows: (a) Midwest Land and Home is acting as Seller's Agent and represents the Seller's interest; (b) the

undersigned acknowledges that the above disclosure notice was announced to all potential bidders prior to the auction.

By signing this Contract, Seller and Buyer(s) acknowledge that they have read and understand the foregoing Brokerage Relationships Disclosure and further acknowledge that they were previously furnished with a copy of the Kansas Brokerage Relationships in Real Estate Transactions brochure.

The real estate firm involved in this transaction are agents only and not parties to this Contract and will in no case whatsoever be held liable to either party for performance of any term or condition of this agreement or for damages for non-performance. Buyer(s) acknowledge that said firm has made no representations and has given no express or implied warranties with regard to the condition of the subject property. Seller and Buyer(s) agree that the real estate firm shall not be responsible for the conduct of third parties providing specialized services whether those services were arranged by Seller, Buyer(s) or the real estate firm on behalf of either.

12. Buyer(s) and Seller agree that the real estate licensees involved in this transaction are not experts regarding whether any environmental or health hazards, defects in the mechanical equipment or systems, structural defects, or damage from wood destroying organisms exist in and on the property. Buyer(s) and Seller should seek expert advice and obtain inspections to determine if hazards, defects or damage exist in and on the property. If inspections are not performed regarding all or part of the property, Buyer(s) are bound by whatever information an inspection would have revealed, and waive any claim, right or cause of action relating to or arising from any condition of the property that would have been apparent had inspections been performed.

13. CONSENT TO MODIFICATION OF GRANTEE. Notwithstanding any other provision herein, Buyer(s) may modify the ultimate "Grantee" named in any deed to: (1) any LLC, Partnership or Corporation owned in whole or in part by Buyer(s), (2) any trust created by or for the benefit of Buyer(s) (in whole or in part), or (3) to include joint tenancy to any related person or business partner. Buyer(s) shall provide written notification at least seven (7) days prior to the closing date to the title company, broker, Seller, and the person or entity responsible for creating the deed of any "modification of grantee" made under this paragraph.

14. The parties will furnish the escrow agent with their social security number and/or tax identification number in compliance with the tax reform act of 1984 and the Seller will execute an Internal Revenue Service Form W-9 to be prepared by the Escrow Agent. The escrow agent is responsible for completion and filing of Internal Revenue Service Form 1099's required to report the sale or exchange of real estate.

15. The Seller authorizes the Escrow Agent to receive any mortgage and/or loan information, which may apply to the above-mentioned property.

16. The Buyer(s) authorize the Escrow Agent to receive any mortgage and/or loan information, which may apply to the above-mentioned property.

17. Buyer(s) shall not have authority to assign this contract or any interest under this contract without the express written consent of the Sellers.

18. The parties agree that this Contract constitutes the entire agreement and that there are no other written or unwritten agreements, oral or implied promises, covenants or warranties. It is further agreed by the parties hereto that this Contract may only be amended or modified by a written agreement signed by all of the parties.

19. The terms and provisions of this contract shall extend to and become binding upon the heirs, executors, administrators, and assigns of the respective parties.

20. The costs of the preparation of the Real Estate Sales Contract, Deed, Escrow Fee and closing costs, and survey, if applicable, shall be paid equally by Seller and Buyer(s) upon final closing. Buyer(s) shall be responsible for any and all inspections Buyer(s) wish to conduct, the cost of the utility meter split, if applicable, and for the costs of filing the deed with the Register of Deeds office.

21. A facsimile or electronic signature on this contract shall have the same force and effect as an original.

22. This agreement may be executed simultaneously in counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement shall not be fully effective unless and until it is signed by each of the above-named parties.

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IN WITNESS WHEREOF, the parties have set their names the day and year first above written.

*Haddam Alumni Association Incorporated*

\_\_\_\_\_  
By: \_\_\_\_\_ – *Seller*  
Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_ – *Buyer*

\_\_\_\_\_  
By: \_\_\_\_\_ – *Seller*  
Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_ – *Buyer*

ACCEPTANCE OF ESCROW AGENT

The undersigned hereby accepts the duties and responsibilities as Escrow Agent for the purpose of the foregoing sale.

Receipt of the \$\_\_\_\_\_ down payment acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2021.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

*The Law Office of Elizabeth Baskerville Hiltgen*

By: \_\_\_\_\_  
Elizabeth Baskerville Hiltgen