

## ADDENDUM

THIS ADDENDUM to original November 1, 2009 Lease made and entered into this \_\_\_\_ day of November, 2010 by and between THE CITY OF EL DORADO, KANSAS, “Lessee”, and CAPTAIN EDGAR DALE POST 81, THE AMERICAN LEGION, “Lessor”.

WHEREAS, the parties wish to clarify and exercise the right to purchase a tract of land for the Community Sports Complex.

In paragraph number 5 of the original Lease, the parties have agreed a tract shall be made available for a Community Sports Complex and this further clarifies the Lessor will accept Six Thousand Dollars (\$6,000.00) per acre for up to Forty-five (45) acres as described in a Real Estate Purchase Contract marked Exhibit “D” and made a part of this Lease Addendum by reference, subject to the By-Laws of the Lessor as revised February 13, 2006, specifically Article XIV – Properties, Section 1. Providing for real estate properties to be disposed of by Lessor subject to a vote of two-thirds of the members of the Post attending a regular meeting.

The parties agree that the offer to purchase has been made by the Lessee as more specifically described in the Real Estate Purchase Contract Exhibit “D” and that the Executive Board of the Lessor have reviewed and approved for presentation to its membership. The Lessor agrees to proceed as quickly as practical to have a vote of the membership authorizing Lessee to enter into the Real Estate Purchase Contract attached as Exhibit “D”.

The original Lease shall remain in full force and effect, subject to this Addendum clarification.

WITNESS OUR HAND this day and year first above written.

“LESSEE”

THE CITY OF EL DORADO, KANSAS

By: \_\_\_\_\_  
Herb Llewellyn, City Manager

“LESSOR”

CAPTAIN EDGAR DALE POST 81,  
THE AMERICAN LEGION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## REAL ESTATE PURCHASE CONTRACT

**THIS AGREEMENT**, made and entered into on this \_\_\_\_ day of November, 2010, by and between CAPTAIN EDGAR DALE POST 81, THE AMERICAN LEGION, hereinafter referred to as "Lessor/Seller", party of the First Part, and THE CITY OF EL DORADO, KANSAS, party of the Second Part, hereinafter referred to as "Lessee/Buyer."

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

1. The Lessor/Seller does hereby agree to sell and convey to the Lessee/Buyer by a good and sufficient warranty deed the following described real property, located in El Dorado, Kansas, 67042, and legally described as follows:

A point beginning 815' +/- North of the Southwest Corner of Section 3, Township 26 South, Range 5 East along the Section line, thence East 1400' +/-, thence North 1400' +/-, thence West 1400' +/- to the Section line, thence South along the Section line 1400' +/- to the point of beginning (Said tract 45 acres).

2. The Lessee/Buyer hereby agrees to purchase, and pay to the Lessor/Seller, as consideration for the conveyance to Lessee/Buyer the above described real property, the sum of Six Thousand Dollars (\$6,000.00) an acre for a total of Two Hundred Seventy Thousand Dollars (\$270,000.00), payable Twenty-Seven Thousand Dollars (\$27,000.00) down upon the signing of this agreement, the receipt of which is hereby acknowledged by Lessor/Seller, said funds to be escrowed at Kansas Secured Title, and the balance at closing.

3. The Lessor/Seller shall furnish a commitment for title insurance showing merchantable title in the Lessor/Seller. Lessee/Buyer shall have a reasonable time to have the same examined and make requirements if any. Lessor/Seller shall have a reasonable time to meet any title requirements. In the event Lessor/Seller are unable to do so, then (a) Lessee/Buyer

will waive the title defect and take the property "as is", or (b) at the Lessee/Buyer's election this agreement shall be at an end and all sums previously paid by the Lessee/Buyer shall be returned to it.

4. The Lessor/Seller further agrees to convey the above described premises and deliver possession, upon closing free and clear of any liens or encumbrances.

5. The parties agree the Lessee/Buyer has the right to fully inspect the property and have core drilling samples taken for site assessment. The Lessee/Buyer may have the property surveyed. These shall be at Lessee/Buyer's expense.

6. The Lessee/Buyer may have a Phase I Environmental Study and if environmental issues are disclosed a Phase II Environmental Study. In the event there is an active environmental issue burdening property, Lessee/Buyer reserves the right to cancel the agreement and receive a full refund of deposit.

7. Closing shall be on or before January 15, 2011.

8. Closing shall occur at Kansas Secured Title, 125 West Central, El Dorado, Kansas, 67042, and Lessee/Buyer shall pay one-half (1/2) Title Insurance Policy and closing costs and Lessor/Seller shall pay one-half (1/2) Title Insurance Policy and closing costs.

9. The Lessor/Seller shall furnish a Warranty Deed to the Lessee/Buyer at the date of closing upon the payment of the full purchase price, free and clear of any liens or encumbrances.

10. Time is of the essence of this agreement and failure of the Lessee/Buyer to make the payments at the times and places indicated shall be grounds for default.

11. Lessee/Buyer shall have the right to assign this contract.

12. This Contract shall extend to and become binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

LESSOR/SELLER

LESSEE/BUYER

THE CITY OF EL DORADO, KANSAS

CAPTAIN EDGAR DALE POST 81,  
THE AMERICAN LEGION

By: \_\_\_\_\_  
Herb Llewellyn, City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_