

CITY OF TOPEKA CONTRACT NO. \_\_\_\_\_

This agreement (the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as the "CITY" and Pioneer Midtown Homes, LLC., a Kansas limited liability company, hereinafter referred to as "PIONEER."

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. PROPERTIES. CITY agrees to sell and PIONEER agrees to purchase the following real properties described as follows:

**1601 S. Kansas Ave.**

The East 75 feet Lots 583 and 585 on Kansas Avenue, in Orchard Place Addition to the City of Topeka, Shawnee County, Kansas; The East 100 feet of Lot 587 on Kansas Avenue in Orchard Place Addition to the City of Topeka, and a strip of ground 8 feet wide on the South side of said lot extending west to the alley, being a part of said lot, in Shawnee County, Kansas; Lot 589 and the North Half of Lot 591, on Kansas Avenue, in Orchard Place Addition to the City of Topeka, Shawnee County, Kansas; The South Half of Lot 591 and all of Lot 593 on Kansas Avenue in Orchard Place Addition to the City of Topeka, Shawnee County, Kansas.

---

**NW corner of 16<sup>th</sup> St. & Kansas Ave.**

Lot 563 and the North Half of Lot 565 on Kansas Avenue, in Orchard Place Addition to the City of Topeka, Shawnee County, Kansas; The South Half of Lot 565 and all of Lot 567, on Kansas Avenue, in Orchard Place Addition to the City of Topeka, Shawnee County, Kansas; Lot 569 and the North Half of Lot 571, on Kansas Avenue, Orchard Place Addition to the City of Topeka, Shawnee County, Kansas; Lot 573 and the South Half of Lot 571 on Kansas Avenue, in Orchard Place Addition to the City of Topeka, Shawnee County, Kansas; All of Lot 575 and the North 9 ½ feet of Lot 577, on Kansas Avenue, Orchard Place Addition to the City of Topeka, Shawnee County, Kansas; The South 15 ½ feet of Lot 577 and the North 13 feet of Lot 579, on Kansas Avenue, Orchard Place Addition to the City of Topeka, Shawnee County, Kansas; The South 12 feet of Lot 579 and all of Lot 581 on Kansas Avenue, Orchard Place Addition to the City of Topeka, Shawnee County, Kansas.

**1601 SW Van Buren St.**

Tract 1: Lots 589, 591, 593, 595, 597, 601, 603 and 605 on Van Buren Street, in Orchard Place Addition, City of Topeka, Shawnee County, Kansas.

Tract 2: Lots 583, 585 and 587 on Van Buren Street, in Orchard Place Addition, City of Topeka, Shawnee County, Kansas.

**1606 SW Van Buren St.**

Lots 590 and 592 on Van Buren Street, Orchard Place Addition, City of Topeka, Shawnee County, Kansas.

2. PURCHASE PRICE. The purchase price for the Properties shall be ONE and 00/100 Dollar (\$1.00).

3. CLOSING COSTS. The CITY and PIONEER will divide equally the cost for closing fees.

4. DEED. Subject to the reversionary interest described in Paragraph 5, CITY shall convey the properties by general warranty deed to be delivered to PIONEER at the closing of this Agreement, free of all liens and encumbrances except:

a. Zoning, conditions, restrictions, deed restrictions, reservations, rights-of-way and easements of record, if any, which do not materially affect the value or prohibit the use of the property for a legal purpose;

---

b. Encumbrances created by the CITY;

c. Installments, if any, of special assessments not yet due; and

d. Other exceptions, if any.

5. AFFORDABLE HOUSING; REVERSIONARY INTEREST. PIONEER will construct affordable rental housing units as depicted on Exhibit A which is attached herein and incorporated by reference. PIONEER agrees that the ownership of the Properties shall revert to CITY if the construction of the affordable housing project depicted on Exhibit A has not commenced by January 1, 2019. "Affordable housing"

means rental units that are affordable to households meeting income-eligibility criteria determined by the Kansas Housing Resources Corporation. A restriction to this effect shall be included in the deed and shall run with the land.

6. TITLE INSURANCE. CITY shall order and make available to PIONEER within fifteen (15) days after the date of this Agreement, as evidence of marketable title, a standard Owner's preliminary title insurance report, and after closing of this Agreement, a standard Owner's title insurance policy which will insure PIONEER against loss or damage to the extent of the appraised land value by reason of defects in the title to said real estate, subject to the above exceptions. It is understood and agreed by CITY and PIONEER, that CITY shall be responsible for paying the cost of said report as well as the cost of any title insurance. Upon delivery of said preliminary Owner's title insurance report, and copies of all documents relating to all exceptions shown on the title report, PIONEER shall have a reasonable time not to exceed thirty (30) days to examine the same and return the same to CITY with any written objections concerning the marketability of the title or the same shall be deemed waived. If the CITY shall be unable to deliver marketable title as herein provided, this Agreement shall be of no further force or effect; provided, however, CITY shall have a reasonable time not to exceed thirty (30) days to satisfy any valid objections to title. If CITY does not correct valid objections to title within thirty (30) days, PIONEER shall have the right to terminate this Agreement or waive such objections and to close this Agreement even though such objections have not been corrected by CITY.

7. TAXES. All taxes and assessments on the Properties due and payable in prior years and a prorata share of present taxes, based upon taxes and assessments

for 2017, shall be paid by CITY to date of closing. PIONEER shall be responsible for payment of taxes and assessments after the date of closing.

8. GOVERNING BODY APPROVAL. This Agreement is contingent upon approval by CITY'S Governing Body.

9. CLOSING. The closing shall occur at Lawyer's Title, 5715 S.W. 21st Street, Topeka, Kansas. Unless additional time is required to provide marketable title, this Agreement shall be closed on or before December 31, 2017.

10. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement. In the event either party fails to comply with any of the terms of this Agreement, then this Agreement shall, at the option of either party, become null and void, and all rights hereunder shall then terminate. In such event, CITY shall be entitled to possession of said real estate, free of all right, title and PIONEER and all parties shall then be released from all further liability hereunder.

11. INSPECTION. PIONEER agrees to accept the property in its "as is" condition without any inspections. During the period from the execution of this Agreement to closing, CITY agrees to make the subject property available for inspection by PIONEER and its agents. The foregoing inspections shall be made during normal business hours after reasonable advance notice. CITY shall not unreasonably withhold consent for inspections.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

*If for CITY:*

City of Topeka  
Attn: Neighborhood Relations  
620 SE Madison, 1<sup>st</sup> Floor, Unit 8  
Topeka, Kansas 66607

*If for PIONEER:*

Pioneer Group, Inc.  
Ross Freeman, President  
404 S.W. 9<sup>th</sup> St.  
Topeka, Kansas 66612

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation

of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. AUTHORITY TO EXECUTE. By signing this Agreement, PIONEER's representative thereby represents that he or she is duly authorized by the organization to execute this agreement on behalf of PIONEER and that PIONEER agrees to be bound by the provisions of this Agreement.

18. APPLICABLE LAW. The laws of the State of Kansas shall govern this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF TOPEKA, KANSAS

ATTEST:

\_\_\_\_\_  
Larry E. Wolgast, Mayor

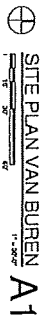
\_\_\_\_\_  
Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY	
DATE <u>12/22/17</u>	BY <u>MF</u>

PIONEER MIDTOWN HOMES, LLC.

  
\_\_\_\_\_  
Ross Freeman, Managing Member

1031721735321.PSL > G:\kern551\Desktop\233 Topicality apr 2002\enb



 <b>PIONEER GROUP, INC</b> <b>PIONEER MIDTOWN HOMES</b> <b>VAN BUREN</b> 1601 SW VAN BUREN ST. TOPEKA, KS 66612	<b>TREANORHL</b> 1715 SW TOMPA BLVD TOPEKA, KANSAS 66612 OFFICE 785.336.0712 FAX 785.336.0513 <a href="http://www.TreanorHL.com">www.TreanorHL.com</a>
	U-2071 (Furnished) This document is a contract. It contains the terms and conditions of the sale of the property described herein. It is to be read and understood by the buyer and seller. It is to be signed by the buyer and seller. It is to be filed in the public records of the county in which the property is located. It is to be a true and correct copy of the original. It is to be a true and correct copy of the original. It is to be a true and correct copy of the original.