



AGENDA
LAND BANK MEETING
7651 E. Central Park Ave, Bel Aire, KS
February 01, 2022 7:30 PM
or immediately following City Council



I. CALL TO ORDER: By Chairman Jim Benage

II. ROLL CALL:

Jim Benage ____ Greg Davied ____ John Welch ____

Dr. Joel Schroeder ____ Justin Smith ____ Diane Wynn ____

III. MINUTES

A. **Minutes of the January 18, 2022 Land Bank meeting.**

Action: Motion to (approve / deny / table) the minutes as (presented / amended).

Motion ____ Second ____ Vote ____

IV. PUBLIC COMMENT

V. EXECUTIVE SESSION:

Action: Motion to go into executive session for the sole purpose of discussing the subject of: Consultation with Attorney about proposed contract negotiations pursuant to the KSA 75-4319 exception for: Attorney-Client Privilege. Invite Land Bank Treasurer and Land Bank Attorney. The meeting will be for a period of ____ minutes, and the open meeting will resume at ____ PM.

Motion ____ Second ____ Vote ____

VI. RESOLUTIONS AND FINAL ACTIONS

A. **Consideration of Letter of Intent with Steve Barrett to purchase approximately 160 acres on the south side of K-254 for \$1.4 million dollars.**

Action: Motion to (approve / deny / table) the LOI with Steve Barrett for approximately 160 acres for \$1.4 million dollars as (presented / amended) and authorize the Chairman to sign.

Motion ____ Second ____ Vote ____

B. Consideration of Commercial Real Estate Contract with Murdock Properties, LLC to purchase approximately 160 acres on the south side of K-254 for \$9,300 per net acre.

Action: Motion to (approve / deny / table) the Commercial Real Estate Contract with Murdock Properties, LLC for approximately 160 acres for \$9,300 per net acre as (presented / amended) and authorize the Chairman to sign.

Motion _____ Second _____ Vote _____

VII. OTHER ITEMS

VIII. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Treasurer's Report 2-1-2022



MINUTES
LAND BANK MEETING
7651 E. Central Park Ave, Bel Aire, KS
January 18, 2022 7:30 PM
or immediately following City Council



I. CALL TO ORDER: Chairman Jim Benage called the meeting to order at 7:40 p.m.

II. ROLL CALL:

Present were Jim Benage, Greg Davied, John Welch, Dr. Joel Schroeder, and Justin Smith. Diane Wynn was absent.

Also present were Land Bank Treasurer Ty Lasher and Land Bank Attorney Jacqueline Kelly.

III. MINUTES

A. Minutes of the December 14, 2021 Bel Aire Land Bank meeting.

MOTION: Dr. Joel Schroeder moved to approve the December 14, 2021 Bel Aire Land Bank Minutes as presented. Justin Smith seconded the motion. Motion carried 4-0.

IV. PUBLIC COMMENT – No one spoke.

V. EXECUTIVE SESSION – There was no need for an executive session.

VI. RESOLUTIONS AND FINAL ACTIONS

A. Consideration of approving the Property Ownership List for the Bel Aire Land Bank for 2022 and authorize publication.

MOTION: Dr. Joel Schroeder moved to approve the Property Ownership List for the Bel Aire Land Bank for 2022 as presented and authorize publication. Justin Smith seconded the motion. *Motion carried 4-0.*

B. Consideration of approving the Bel Aire Land Bank 2021 ending sales and financial report.

MOTION: Dr. Joel Schroeder moved to accept and file the Bel Aire Land Bank 2021 Ending Sales and Financial Report. Greg Davied seconded the motion. *Motion carried 4-0.*

C. Consideration of an Amendment to Commercial Real Estate Sale Contract with DEV Properties, LLC to extend the closing date to February 14, 2022 or before.

MOTION: Justin Smith moved to approve an Amendment to Commercial Real Estate Contract with DEV Properties, LLC and authorize the Chairman to sign. Dr. Joel Schroeder seconded the motion. *Motion carried 4-0.*

D. Consideration of an Amendment to Commercial Real Estate Sale Contract with OMIA, LLC

MOTION: Justin Smith moved to deny an Amendment to Commercial Real Estate Contract with OMIA, LLC and authorize the Chairman to sign. John Welch seconded the motion. *Motion carried 4-0.*

VII. OTHER ITEMS – No other items were discussed.

VIII. ADJOURNMENT

MOTION: Greg Davied moved to adjourn. Dr. Joel Schroeder seconded the motion. *Motion carried 4-0.*

The meeting adjourned at 7:55 p.m.



Commercial Real Estate Services, Worldwide.

January 28, 2022

Ty Lasher
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226

Re: East ½ of the NW ¼ and West ½ of the NE ¼, Section 17-26-1E

Dear Ty,

On behalf of **Steve Barrett** we are pleased to present the following Letter of Intent for your consideration.

- | | |
|---------------------------------|---|
| 1. Buyer: | Steve Barrett, or assigns |
| 2. Seller: | City of Bel Aire, Kansas Land Bank |
| 3. Property: | East ½ of the NW ¼ and West ½ of the NE ¼, Section 17-26-1E |
| 4. Purchase Price: | \$1,400,000 |
| 5. Earnest Money | \$10,0000 |
| 6. Due Diligence Period: | One hundred twenty (120) days from the effective date of the purchase contract. If Buyer elects to cancel this Agreement as specified herein; Buyer shall be entitled to the Earnest Deposit. |
| 7. Due Diligence Items: | Seller shall provide Buyer with any due diligence material in their possession within 10-days days of a fully executed contract. Buyer shall pay for any due diligence items required for their purchase. |
| 8. Closing Date: | The later of 15-days following the receipt of the estoppel and the rent commencement date |
| 10. Title Commitment: | Order by Seller, cost split 50/50 between Buyer and Seller. Security 1 st Title, 727 N. Waco, Suite 300, Wichita, KS. |
| 11. Closing Costs: | Split 50/50 between Buyer and Seller |

13. Agency:

NAI Martens is acting seller's agent.

Please review this proposal and let me know if the terms are acceptable by signing below. The submission of these terms for examination and negotiation does not constitute an offer to enter into an agreement, and these terms shall not be binding on any party until a purchase agreement is executed and delivered by each party to these terms.

Sincerely,



Grant Glasgow, SIOR
NAI Martens

Should the terms of this Prelease Agreement be acceptable, please sign below.

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2022

SELLER:

By: _____

Its: _____

Date: _____

Exhibit A



COMMERCIAL REAL ESTATE SALE CONTRACT

1. PARTIES: This Commercial Real Estate Sale eContract ("Contract") is made by and between City of Bel Aire Land Bank ("Seller") and Air Capitol Investments Murdock Properties, LLC, a Kansas limited liability company, and/or assigns ("Buyer"), and is effective as of the date and time of acceptance on the signature page of this Contract (the "Effective Date"). On or ~~b~~Before (10) days before the closing date, Buyer shall provide Seller the name and Articles of Organization and associated documents for the business entity intended to be assigned this eContract, upon review and approval of the Seller, the Seller may authorize the assignment of this eContract to the entity on or before closing.

PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate that is located in The City of Bel Aire, Sedgwick County, Kansas, E1/2 NW1/4 EXC FOR RD ON N SEC 17-26-2E and W1/2 NE1/4 SEC 17-26-2E consisting of approximately 163 (+-) acres, more or less zoned AG Agricultural. See Attached "Exhibit A".
LEGAL ON SURVEY TO GOVERN.

2. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in paragraph 8 of this Contract), and the existing leases, contracts and agreements disclosed by Seller to Buyer pursuant to paragraph 19 of this Contract.

3. PURCHASE PRICE: The purchase price is equal to NINE THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$9,300.00) per Acre based upon the Net Acreage as established by a certified survey as detailed in paragraph 18 hereinafter. The term "Net Acreage" is hereinafter defined in paragraph 28. ~~ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$1,350,000.00)~~ which Buyer agrees to pay Seller as follows: Earnest Money in the amount of TEN THOUSAND DOLLARS AND NO/100²S DOLLARS (\$10,000.00) as "Earnest Money" which is to be deposited within ten (10) days of execution of this Contract in the insured trust or escrow account of Security 1st Title Company LLC, 727 N. Waco, Suite 300, Wichita, KS 67203 -(Debbie Beck)- ("Escrow Agent") as part of the consideration of the sale; the balance to be paid in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for proration's, closing costs and other agreed adjustments.

4. CLOSING DATE: Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of the Title Company (as hereinafter defined) or such other place as the parties mutually agree on the thirtieth (30th) day after the expiration of the Inspection Period (as defined in paragraph 8 of this Contract) or prior thereto by mutual consent, and contingent upon the provisions set forth in paragraphs 18 and 22 hereinafter. and
pPossession shall be delivered at Closing.

5. EXISTING FINANCING: Seller shall make any payments required on existing mortgages or deeds of trust until Closing.

6. PRORATION²S: The rents, income and expenses from the Property shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments assessed for or attributable to the years prior to the calendar year of Closing. All such taxes and installments of special assessments assessed for or attributable to the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing and any and all future specials established after closing.

7. PERMITTED EXCEPTIONS: Seller shall deliver to Buyer within a reasonable time after the Closing an owner's Kansas Standard Policy (the "Owner's Policy") insuring good and indefeasible title to Buyer in the amount of the purchase price as of the time and date of recordation of Seller's General Warranty Deed, subject only to the Permitted Exceptions defined below. The Owner's Policy shall not contain any exception for mechanic's liens or claims of mechanic's liens or for parties in possession and Buyer herein objects to any such exceptions.

A. Title Commitment. Due to the extended length of time between the execution of this Agreement and the anticipated closing date, and to limit expectation that any items exist impacting the marketability of Title to the Property as described above, Seller shall, not later than thirty (30) days before closing of this Contract, cause to be furnished to Buyer a current commitment to issue the Owner's Policy (the "Title Commitment"), the cost of said commitment shall be paid by Buyer and reimbursed by Seller at Closing, issued through a title insurance company acceptable to Buyer and authorized to issue title insurance in the state in which the Property is located (the "Title Company"), together with complete and legible copies of all documents and instruments, including plats and surveys (the "Exceptions Documents") creating exceptions to title in the Title Commitment. Buyer shall have until thirty (30) days after receipt of the Title Commitment, Exception Documents, and the Survey (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). Within twenty-nine (29) days after receipt of Buyer's objections, (the "Cure Period") Seller shall either: (i) cure all such matters objected to by Buyer and notify Buyer in writing that the same have been cured; or (ii) provide such evidence as is reasonably satisfactory to Buyer and the Title Company that all such matters will be cured on or before the Closing in order that the Title Company may, as of the Closing, issue the Owner's Policy subject only to the Permitted Exceptions; or (iii) notify Buyer in writing that Seller elects not to cure one or more of the matters objected to by Buyer. In the event Seller elects not to cure Buyer's title objections and notifies Buyer that the same have been cured or provide evidence reasonably satisfactory to Buyer and the Title Company that Buyer's title objections will be cured on or before the Closing, then Buyer shall have the right to terminate this Contract by giving Seller written notice of termination at any time after expiration of the Cure Period and prior to the Closing. In the event Buyer terminates this Contract in accordance with this paragraph 8, the Earnest Money will be returned to Buyer and the parties shall be relieved of their respective rights and obligations set forth in this Contract. In the event Buyer does not terminate this Contract during said twenty-nine (29) day period, Buyer shall be deemed to have elected to waive its title objections and accept title subject to the matter reflected in the Title Commitment and not cured by Seller.

8. **DUE DILIGENCE INSPECTION.** Buyer shall have reasonable access to the Property for the purpose of inspecting the physical condition and performing other investigations of the Property and the suitability and feasibility of the Property for Buyer's proposed use. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections, and such other inspections as Buyer may reasonably determine are necessary or desirable, performing development planning, engineering, feasibility and other studies, reviewing applicable state, federal and local laws, reviewing all leases, contracts and agreements affecting the Property, and performing such other tests, reviews and investigations and obtaining such approvals as Buyer deems necessary or appropriate. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, expense and liability arising out of Buyer's due diligence investigation of the Property; provided, however, that Buyer shall not be responsible for any pre-existing conditions on the Property. All inspections and investigations shall be at Buyer's expense. At all times prior to the expiration of the Inspection Period (as hereinafter defined), Seller shall allow Buyer and its counsel, accountants, or other representatives to have full access during reasonable hours to the Property, subject to the rights of any tenants of the Property, and Seller shall furnish Buyer with all information in his possession concerning the physical condition or financial aspects of the Property as Buyer may reasonably request. Buyer's obligations under this Contract are contingent upon these inspections and investigations and the conclusions made about the physical condition and other aspects of the Property by the Buyer. The Buyer is responsible for using the information gathered in the inspection to determine if the physical condition and other aspects of the Property are satisfactory to Buyer, in Buyer's sole opinion. If Buyer is not satisfied with the physical condition or other aspects of the Property, Buyer may elect to terminate this Contract, provided that this election must be made by written notice to Seller prior to **5 PM CST on the 150th day after the Effective Date** (the "Inspection Period"). If Buyer elects to terminate this Contract within this time period, the Earnest Money shall be returned to Buyer and this Contract shall be null and void. If, however, Buyer does not elect to terminate this Contract within this time period, the contingency stated in this paragraph shall have been waived by Buyer and Buyer shall be obligated to proceed with the Closing of this transaction and to accept the Property in the condition existing at the Effective Date, ordinary wear and tear excepted.

9. **REAL ESTATE BROKER:** Seller and Buyer agree that **NAI MARTENS COMPANY and J. P. WEIGAND & SONS, INC.** are the only real estate brokers negotiating this sale, and Seller agrees to pay a commission to **MARTENS COMPANY - (3%) three percent and J. P. WEIGAND & SONS, INC. (3%) three percent** pursuant to separate

agreements. J. P. Weigand & Sons, Inc. is functioning as a transaction broker in this transaction with Buyer acting as designated agent of the Buyer. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph 9, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph 9 shall survive Closing or termination of this Contract.

10. **DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute and deliver to the Title Company to hold in escrow a General Warranty Deed and all other documents and funds reasonably necessary to complete the Closing. The General Warranty Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions identified in this contract. At or before the Closing, Seller and Buyer each agree to deliver into escrow with the Title Company a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the General Warranty Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust relating to Buyer's financing have been recorded and the Title Company can issue the Owner's Policy containing only the Permitted Exceptions on Schedule B thereof.

11. **INSURANCE; MAINTENANCE:** Seller agrees to maintain Seller's liability coverage insurance, if any, on the Property until Closing. Seller shall perform all ordinary and necessary maintenance, upkeep and repair to the Property to maintain it in its present condition through Closing.

12. **FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

13. **TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract or upon failure of any contingency or condition precedent, Buyer shall not be entitled to an immediate return of the Earnest Money deposit, unless Seller was the party in default, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

14. **DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 15 of this Contract:

A. If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property up to the escrow amount; and (ii) terminate this Contract by written notice to Seller. If Buyer elects to terminate this Contract for such default of Seller, the Earnest Money shall be returned to Buyer upon written demand.

B. If Buyer defaults, Seller may retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine).

15. **DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS:** In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money, the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow Agent or Title Company shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent or Title Company, if different, within ten (10) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent or Title Company, as applicable, for return or forfeiture of the Earnest Money, other escrowed funds or documents within ten (10) days after receiving written notice of cancellation of this Contract, shall

constitute consent to distribution of all funds and documents deposited with the Escrow Agent or Title Company as suggested in any such certified letter or written demand.

16. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 16 of this Contract) shall be in writing and shall be served by either electronic facsimile transmission (if receipt is verified and a signed copy is promptly mailed), by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteed next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the date of transmission (in the case of electronic facsimile transmission), upon the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

17. EXISTING LEASES AND CONTRACTS. Within ten (10) days after the Effective Date of this Contract, Seller shall deliver to Buyer true and complete copies of (i) all existing leases and other contracts and agreements which do or will materially affect the use, ownership, operation or management of the Property (excluding any documents evidencing exceptions to title referenced in the Title Commitment), (ii) statements of income and expenses relating to the operation of the Property for the past two (2) years, (iii) a rent roll showing rent due and rent paid under all existing leases covering the past two years, and (iv) utility bills for the past year. At that time, Seller shall certify to Buyer in writing that the documents so delivered do constitute true, complete and accurate copies of all existing leases, contracts, agreements, and other items required to be delivered under this paragraph. If, in Buyer's sole judgment, the existing leases, contracts, agreements, or other items are unsatisfactory, Buyer shall have the right to terminate this Contract by written notice given to Seller on or prior to the end of the Inspection Period, in which event the Earnest Money shall be refunded to Buyer and neither party shall have any further liability under this Contract, and this Contract shall be null and void. If, however, Buyer does not elect to terminate this Contract during the specified time period, this right of termination shall have been waived by Buyer. On or before the date of Closing, Seller shall (a) confirm to Buyer that there exists no default under any of the leases, tenancies, contracts or agreements for all or any portion of the Property by Seller, as landlord or otherwise, and (b) use its best efforts to furnish to Buyer customary estoppel certificates from each tenant which shall include, without limitation, confirmation from each tenant with respect to the lease and income and expense information supplied by landlord with respect to that tenant, and confirmation that such tenant holds no unrecorded deeds, contracts, or options to purchase the Property, has no unilateral right to renew an existing tenancy, is not entitled to any abatement or reduction of rent or right of set-off against rents, and is not entitled to any performance by Seller as landlord of any construction or other service. At Closing, Seller shall assign to Buyer all of Seller's rights to all leases affecting the Property together with the other contracts or agreements which Buyer elects to have assigned and, without limiting the representations of Seller set forth herein, Buyer shall assume the Seller's responsibilities under such leases and contracts arising after the effective date of such assignment. At closing, Buyer shall receive a credit against the Purchase Price for all security deposits provided for under any lease affecting the Property.

18. SURVEY. Buyer will obtain, at its sole expense, a current survey of the Property prepared and certified to by Buyer by a surveyor licensed in the state in which the Property is located. If it elects to obtain a survey, Buyer may require, among other things, that the certificate of survey be in accordance with the Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, contain a legal description of the Property and identify the boundaries of the Property, the dimensions thereof, the location and dimensions of any improvements on the Property, the location and dimensions of all recorded easements on the Property, the location and dimensions of all easements, rights-of-way, driveways, roads, power lines, fences and encroachments on the Property which are observable from a visual inspection of the Property, and access to public roads or rights-of-way. If upon receipt of the survey, Buyer has any objection to a matter shown therein which affects or could affect the Property or Buyer's use of the Property, including, without limitation, objections to the legal description, size, dimensions or location of Property, Buyer shall have until expiration of the Inspection Period to notify Seller of said objection(s) in writing and Seller shall have Thirty (30) days (the "Survey Cure Period") to correct such matters to Buyer's satisfaction. If Seller elects not to correct such matters to Buyer's satisfaction prior to the expiration of the Survey Cure Period, Buyer shall have the right to terminate the Contract by written notice given to Seller on or prior to the date of Closing, in which event the Earnest Money shall be refunded to Buyer and neither party shall have any further

liability under the Contract. Seller agrees to pay up to One Thousand, Five Hundred Dollars (\$1,500.00) of a certified survey to the Buyer in the form of a statement credit at Closing.

19. **EARNEST MONEY DEPOSIT.** To the extent permitted by applicable law, Seller and Buyer hereby direct the Escrow Agent to place the Earnest Money and other funds deposited with it at the execution of this Contract in an interest bearing account. All interest and other earnings on the funds so placed shall become part of the Earnest Money deposit and shall be disposed of as called for in this Contract in the same manner as the funds originally deposited. The cash payment due at Closing shall be reduced by the amount of any interest or other earnings on the Earnest Money deposit that are paid to or accrue for the benefit of Seller.

20. **ESCROW FEES** Buyer shall pay escrow fees charged by the Title Company for handling the closing of this transaction.

21. **RECORDING AND CLOSING COSTS.** Buyer shall pay for all fees and expenses in connection with Buyer's financing, if any, including, without limitation, all mortgage registration taxes and recording fees. Seller shall pay for all recording fees and other costs in connection with the release of any liens on the Property which are not Permitted Exceptions. Buyer shall pay for the Title Commitment and the Owner's Policy described in paragraph 8. Except as otherwise set forth in this Contract, all other Closing costs, including, without limitation, miscellaneous recording fees which are not addressed above and escrow fees shall be paid by Buyer.

22. **CONDITIONS.** The obligations of Buyer to close this transaction and to complete the purchase and pay the purchase price are subject, without limitation, to the following conditions precedent being in effect or complied with on the Closing Date, and Seller agrees that it will use its best efforts to cause such conditions to be in effect or complied with on such date: (i) no materially adverse change shall have occurred with respect to the condition or operation of the Property between the date hereof and the Closing date; and (ii) no part of the Property shall be subject to any pending or threatened condemnation or public taking; and (iii) the approval of a Planned Unit Development (PUD) for the parcels by the City of Bel Aire that is satisfactory to the Buyer. Said PUD shall not be filed until the date of closing. Buyer is responsible for all costs associated with PUD process, engineering, design, etc.

23. **INCLUDED PROPERTY.** The Property sold and to be conveyed hereunder shall include the following: (i) all those certain plots, parcels or tracts of land referred to in "Exhibit A" attached hereto and made a part hereof, together with all right, title and interest of Seller in and to all rights, privileges, servitudes and appurtenances thereto belonging or appertaining, including without limitation streets, alleys and rights of way adjacent thereto.

24. **NO OTHER BROKERS.** Except as provided in paragraph 109 of this Contract, Seller and Buyer each hereby represent and warrant to the other that no other brokers or agents are due any commissions from or relating to the closing of this transaction and each party hereby indemnifies and agrees to hold the other harmless against and from all claims asserted by any others for any such commission or fee.

25. **COVENANTS PENDING CLOSING.** From the Effective Date until the Closing, Seller agrees as follows:

A. Seller shall advise Buyer in writing of any material changes known to the Seller to information provided and representations and warranties made to Buyer pursuant to the terms and conditions of this Contract.

B. Seller shall not make application for any building permits, use permits or zoning variances from any governmental authority with respect to the Property without Buyer's prior consent.

C. Subject to the indemnity clause in paragraph 8, Seller shall allow Buyer to enter the Property and to inspect or cause to be inspected the condition of the Property, at any time or times from the Effective Date to and including the Closing, such inspections to be made during reasonable hours.

D. Seller will not incur any new lease or obligation or enter into or alter, amend, or modify any lease, contract or commitment relating to the Property without Buyer's prior written consent.

26. **DAMAGE BY CONDEMNATION.** If before the Closing Date, the Property or any part thereof are threatened to be taken by condemnation or other eminent domain proceedings, Seller will immediately give written notice thereof to Buyer and Buyer shall have the option to cancel this Contract by written notice to Seller within ten (10) days after the date of the Seller's notice to Buyer of such event. If so canceled, Buyer and Seller shall be released from all obligations to each other under this Contract; in which event, the Earnest Money shall be promptly returned to Buyer. If Buyer shall not cancel this Contract, Buyer shall purchase the Property without reduction in Purchase Price, in which event Seller shall assign to Buyer at closing all of Seller's rights to any condemnation proceeds payable as a result of such condemnation.

27. **REPRESENTATIONS.** Seller represents and hereby warrants to Buyer that as of the Effective Date:

A. To the best of Seller's knowledge, the Property complies with all city, county and state laws, ordinances, conditions and regulations applicable to the ownership and operation thereof, including, without limitation, all applicable zoning laws and environmental laws and all amendments and regulations thereto.

B. There is no litigation at law, in equity or in proceedings before any commission or other administrative authority, or any governmental investigation, pending or, to the knowledge of Seller, threatened against or affecting the Property or Seller's interest in the Property.

C. Seller is not aware of any rezoning or condemnation proceedings or contemplated rezoning or condemnation proceedings affecting all or any part of the Property or any property adjacent to the Property.

D. Buyer hereby acknowledges that the land is subject to current and future special assessments. Buyer has had the opportunity to determine the amounts of current or future special assessments concerning the Lots prior to the execution hereof, and Buyer hereby releases Seller of an obligation to inform Buyer concerning the special assessments. Buyer also acknowledges that as is typical in development, future benefit districts may require Buyer to pay specials for future improvements, this agreement in no way restricts the potential for such assessments.

E. Seller is duly organized, validly existing and in good standing under the laws of the state of its organization; Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, and the individual of the Seller who executes and delivers this Contract and all documents to be delivered to Buyer hereunder is and shall be duly authorized to do so.

F. There are no unrecorded leases that effect the Property.

G. No representation or warranty by Seller in this Contract and no statement or certificate furnished or to be furnished by Seller pursuant hereto or in connection with the transaction contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

Seller covenants that all of Seller's representations contained in this Contract shall remain true as of the date of Closing, shall survive the Closing with an effective date as of the Closing Date, and shall not be merged with the title conveyed to Buyer or any document executed in connection with this transaction.

28. **NET ACREAGE:** The gross acres contained within the boundaries of the property, less any part of property lying within:

- A. Condemnation area for a frontage road for future road access to K-254.
- B. The right-of-way lines of existing or proposed private roads, streets, alleys, or railroads.
- C. Creeks or water courses.
- D. The boundaries of any existing or proposed easements or encroachments.
- E. Within any flood plain or flood hazardous area as may be designated by applicable governing authorities.

29. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any addendums hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

30. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn or (ii) **February 2, 2022.**

31. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

32. LIKE-KIND EXCHANGE. Seller and Buyer may, at their respective options, and at their respective sole cost and expense, elect to participate in a tax deferred exchange under Section 1031 of the Internal Revenue Code in connection with this transaction and Buyer and Seller agree to reasonably cooperate with each other in connection with the same provided: (a) neither is required to enter into the chain of title on the other party's property and that they use a qualified intermediary to effect the exchange; (b) each will be exclusively responsible for all costs incurred in connection with their respective exchange; and (c) closing of this transaction is not unreasonably delayed in any manner because of any such exchange.

33. MINERAL INTERESTS. Seller shall convey to Buyer 100 percent (100%) of Seller's mineral interest in the subject property. In the event Seller is unable to deliver 100 percent (100%) of said mineral interests, then Buyer, in Buyer's sole discretion, may declare this Agreement null and void and Buyer's Earnest Money shall be returned in full.

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below by their respective signatures.

BUYER

SELLER

Air Capital Investments**Murdock Properties, LLC,**
a Kansas limited liability company, and/or assigns

City of Bel Aire Land Bank

By: _____

By: _____

Print Name: _____ Louis J. Robelli

Print Name: Jim

Benage

Title: Chairman

Title: _____

Date: _____ Time: _____

Date: _____ Time: _____

Mailing Address: _____

Address: 7651 E Central Park Avenue

Telephone: () _____

Bel Aire, KS 67220

Fax: () _____

Telephone: (316) 744-2451

Fax: _____

("Buyer")

("Seller")

EXHIBIT A



Except

The West half of the Northeast Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the North 175.00 feet thereof.

The East half of the Northwest Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the North 175.00 feet thereof.



Security 1st Title

Section VI, Item B.

Property Address: **Webb and K-254, W of SW/c,
Bel Aire, KS**

**WIRE FRAUD ALERT
IMPORTANT! YOUR FUNDS MAY BE AT RISK**

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

•NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- DO NOT FORWARD wire instructions to any other parties.**
- ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**
-

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

BUYER

Murdock Properties, LLC,

a Kansas limited liability company, and/or assigns

SELLER

City of Bel Aire Land Bank

By:

Louis J. Robelli

By:

Jim Benage

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

COMMERCIAL REAL ESTATE SALE CONTRACT

1. PARTIES: This Commercial Real Estate Sale Contract ("Contract") is made by and between **City of Bel Aire Land Bank** ("Seller") and **Murdock Properties, LLC, a Kansas limited liability company, and/or assigns** ("Buyer"), and is effective as of the date and time of acceptance on the signature page of this Contract (the "Effective Date"). On or before (10) days before the closing date, Buyer shall provide Seller the name and Articles of Organization and associated documents for the business entity intended to be assigned this Contract, upon review and approval of the Seller, the Seller may authorize the assignment of this Contract to the entity on or before closing.

PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate that is located in **The City of Bel Aire, Sedgwick County, Kansas, E1/2 NW1/4 EXC FOR RD ON N SEC 17-26-2E and W1/2 NE1/4 SEC 17-26-2E consisting of approximately 163 (+-) acres, more or less zoned AG Agricultural. See Attached "Exhibit A". LEGAL ON SURVEY TO GOVERN.**

2. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in paragraph 8 of this Contract), and the existing leases, contracts and agreements disclosed by Seller to Buyer pursuant to paragraph 19 of this Contract.

3. PURCHASE PRICE: The purchase price is equal to **NINE THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$9,300.00) per Acre** based upon the Net Acreage as established by a certified survey as detailed in paragraph 18 hereinafter. The term "Net Acreage" is hereinafter defined in paragraph 28. Buyer agrees to pay Seller as follows: Earnest Money in the amount of **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** as "Earnest Money" which is to be deposited within ten (10) days of execution of this Contract in the insured trust or escrow account of **Security 1st Title LLC, 727 N. Waco, Suite 300, Wichita, KS 67203 (Debbie Beck)** ("Escrow Agent") as part of the consideration of the sale; the balance to be paid in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for proration's, closing costs and other agreed adjustments.

4. CLOSING DATE: Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of the Title Company (as hereinafter defined) or such other place as the parties mutually agree on **on the thirtieth (30th) day after the expiration of the Inspection Period** (as defined in paragraph 8 of this Contract) or prior thereto by mutual consent, and contingent upon the provisions set forth in paragraphs 18 and 22 hereinafter. Possession shall be delivered at Closing.

5. EXISTING FINANCING: Seller shall make any payments required on existing mortgages or deeds of trust until Closing.

6. PRORATIONS: The rents, income and expenses from the Property shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments assessed for or attributable to the years prior to the calendar year of Closing. All such taxes and installments of special assessments assessed for or attributable to the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing and any and all future specials established after closing.

7. PERMITTED EXCEPTIONS: Seller shall deliver to Buyer within a reasonable time after the Closing an owner's Kansas Standard Policy (the "Owner's Policy") insuring good and indefeasible title to Buyer in the amount of the purchase price as of the time and date of recordation of Seller's General Warranty Deed, subject only to the Permitted Exceptions defined below. The Owner's Policy shall not contain any exception for mechanic's liens or claims of mechanic's liens or for parties in possession and Buyer herein objects to any such exceptions.

A. **Title Commitment.** Due to the extended length of time between the execution of this Agreement and the anticipated closing date, and to limit expectation that any items exist impacting the marketability of Title to the

Property as described above, Seller shall, not later than thirty (30) days before closing of this Contract, furnish to Buyer a current commitment to issue the Owner's Policy (the "Title Commitment"), the cost of said commitment shall be paid by Buyer and reimbursed by Seller at Closing, issued through a title insurance company acceptable to Buyer and authorized to issue title insurance in the state in which the Property is located (the "Title Company"), together with complete and legible copies of all documents and instruments, including plats and surveys (the "Exceptions Documents") creating exceptions to title in the Title Commitment. Buyer shall have until thirty (30) days after receipt of the Title Commitment, Exception Documents, and the Survey (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). Within twenty-nine (29) days after receipt of Buyer's objections, (the "Cure Period") Seller shall either: (i) cure all such matters objected to by Buyer and notify Buyer in writing that the same have been cured; or (ii) provide such evidence as is reasonably satisfactory to Buyer and the Title Company that all such matters will be cured on or before the Closing in order that the Title Company may, as of the Closing, issue the Owner's Policy subject only to the Permitted Exceptions; or (iii) notify Buyer in writing that Seller elects not to cure one or more of the matters objected to by Buyer. In the event Seller elects not to cure Buyer's title objections and notifies Buyer that the same have been cured or provide evidence reasonably satisfactory to Buyer and the Title Company that Buyer's title objections will be cured on or before the Closing, then Buyer shall have the right to terminate this Contract by giving Seller written notice of termination at any time after expiration of the Cure Period and prior to the Closing. In the event Buyer terminates this Contract in accordance with this paragraph 8, the Earnest Money will be returned to Buyer and the parties shall be relieved of their respective rights and obligations set forth in this Contract. In the event Buyer does not terminate this Contract during said twenty-nine (29) day period, Buyer shall be deemed to have elected to waive its title objections and accept title subject to the matter reflected in the Title Commitment and not cured by Seller.

8. DUE DILIGENCE INSPECTION. Buyer shall have reasonable access to the Property for the purpose of inspecting the physical condition and performing other investigations of the Property and the suitability and feasibility of the Property for Buyer's proposed use. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections, and such other inspections as Buyer may reasonably determine are necessary or desirable, performing development planning, engineering, feasibility and other studies, reviewing applicable state, federal and local laws, reviewing all leases, contracts and agreements affecting the Property, and performing such other tests, reviews and investigations and obtaining such approvals as Buyer deems necessary or appropriate. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, expense and liability arising out of Buyer's due diligence investigation of the Property; provided, however, that Buyer shall not be responsible for any pre-existing conditions on the Property. All inspections and investigations shall be at Buyer's expense. At all times prior to the expiration of the Inspection Period (as hereinafter defined), Seller shall allow Buyer and its counsel, accountants, or other representatives to have full access during reasonable hours to the Property, subject to the rights of any tenants of the Property, and Seller shall furnish Buyer with all information in his possession concerning the physical condition or financial aspects of the Property as Buyer may reasonably request. Buyer's obligations under this Contract are contingent upon these inspections and investigations and the conclusions made about the physical condition and other aspects of the Property by the Buyer. The Buyer is responsible for using the information gathered in the inspection to determine if the physical condition and other aspects of the Property are satisfactory to Buyer, in Buyer's sole opinion. If Buyer is not satisfied with the physical condition or other aspects of the Property, Buyer may elect to terminate this Contract, provided that this election must be made by written notice to Seller prior to **5 PM CST on the 150th day after the Effective Date** (the "Inspection Period"). If Buyer elects to terminate this Contract within this time period, the Earnest Money shall be returned to Buyer and this Contract shall be null and void. If, however, Buyer does not elect to terminate this Contract within this time period, the contingency stated in this paragraph shall have been waived by Buyer and Buyer shall be obligated to proceed with the Closing of this transaction and to accept the Property in the condition existing at the Effective Date, ordinary wear and tear excepted.

9. REAL ESTATE BROKER: Seller and Buyer agree that **NAI MARTENS COMPANY and J. P. WEIGAND & SONS, INC.** are the only real estate brokers negotiating this sale, and Seller agrees to pay a commission to **MARTENS COMPANY (3%) three percent and J. P. WEIGAND & SONS, INC. (3%) three percent** pursuant to separate agreements. J. P. Weigand & Sons, Inc. is functioning as a transaction broker in this transaction with Bradley Tidemann acting as designated agent of the Buyer. Any party to this Contract through whom a claim to any broker's, finder's or other

fee is made, contrary to the representations made above in this paragraph 9, shall indemnify, defend and hold the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph 9 shall survive Closing or termination of this Contract.

10. **DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute and deliver to the Title Company to hold in escrow a General Warranty Deed and all other documents and funds reasonably necessary to complete the Closing. The General Warranty Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions identified in this contract. At or before the Closing, Seller and Buyer each agree to deliver into escrow with the Title Company a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the General Warranty Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust relating to Buyer's financing have been recorded and the Title Company can issue the Owner's Policy containing only the Permitted Exceptions on Schedule B thereof.

11. **INSURANCE; MAINTENANCE:** Seller agrees to maintain Seller's liability coverage insurance, if any, on the Property until Closing. Seller shall perform all ordinary and necessary maintenance, upkeep and repair to the Property to maintain it in its present condition through Closing.

12. **FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

13. **TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract or upon failure of any contingency or condition precedent, Buyer shall not be entitled to an immediate return of the Earnest Money deposit, unless Seller was the party in default, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

14. **DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 15 of this Contract:

A. If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property up to the escrow amount; and (ii) terminate this Contract by written notice to Seller. If Buyer elects to terminate this Contract for such default of Seller, the Earnest Money shall be returned to Buyer upon written demand.

B. If Buyer defaults, Seller may retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine).

15. **DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS:** In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money, the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow Agent or Title Company shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent or Title Company, if different, within ten (10) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent or Title Company, as applicable, for return or forfeiture of the Earnest Money, other escrowed funds or documents within ten (10) days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent or Title Company as suggested in any such certified letter or written demand.

16. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 16 of this Contract) shall be in writing and shall be served by either electronic facsimile transmission (if receipt is verified and a signed copy is promptly mailed), by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteed next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the date of transmission (in the case of electronic facsimile transmission), upon the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

17. EXISTING LEASES AND CONTRACTS. Within ten (10) days after the Effective Date of this Contract, Seller shall deliver to Buyer true and complete copies of (i) all existing leases and other contracts and agreements which do or will materially affect the use, ownership, operation or management of the Property (excluding any documents evidencing exceptions to title referenced in the Title Commitment), (ii) statements of income and expenses relating to the operation of the Property for the past two (2) years, (iii) a rent roll showing rent due and rent paid under all existing leases covering the past two years, and (iv) utility bills for the past year. At that time, Seller shall certify to Buyer in writing that the documents so delivered do constitute true, complete and accurate copies of all existing leases, contracts, agreements, and other items required to be delivered under this paragraph. If, in Buyer's sole judgment, the existing leases, contracts, agreements, or other items are unsatisfactory, Buyer shall have the right to terminate this Contract by written notice given to Seller on or prior to the end of the Inspection Period, in which event the Earnest Money shall be refunded to Buyer and neither party shall have any further liability under this Contract, and this Contract shall be null and void. If, however, Buyer does not elect to terminate this Contract during the specified time period, this right of termination shall have been waived by Buyer. On or before the date of Closing, Seller shall (a) confirm to Buyer that there exists no default under any of the leases, tenancies, contracts or agreements for all or any portion of the Property by Seller, as landlord or otherwise, and (b) use its best efforts to furnish to Buyer customary estoppel certificates from each tenant which shall include, without limitation, confirmation from each tenant with respect to the lease and income and expense information supplied by landlord with respect to that tenant, and confirmation that such tenant holds no unrecorded deeds, contracts, or options to purchase the Property, has no unilateral right to renew an existing tenancy, is not entitled to any abatement or reduction of rent or right of set-off against rents, and is not entitled to any performance by Seller as landlord of any construction or other service. At Closing, Seller shall assign to Buyer all of Seller's rights to all leases affecting the Property together with the other contracts or agreements which Buyer elects to have assigned and, without limiting the representations of Seller set forth herein, Buyer shall assume the Seller's responsibilities under such leases and contracts arising after the effective date of such assignment. At closing, Buyer shall receive a credit against the Purchase Price for all security deposits provided for under any lease affecting the Property.

18. SURVEY. Buyer will obtain, at its sole expense, a current survey of the Property prepared and certified to Buyer by a surveyor licensed in the state in which the Property is located. If it elects to obtain a survey, Buyer may require, among other things, that the certificate of survey be in accordance with the Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, contain a legal description of the Property and identify the boundaries of the Property, the dimensions thereof, the location and dimensions of any improvements on the Property, the location and dimensions of all recorded easements on the Property, the location and dimensions of all easements, rights-of-way, driveways, roads, power lines, fences and encroachments on the Property which are observable from a visual inspection of the Property, and access to public roads or rights-of-way. If upon receipt of the survey, Buyer has any objection to a matter shown therein which affects or could affect the Property or Buyer's use of the Property, including, without limitation, objections to the legal description, size, dimensions or location of Property, Buyer shall have until expiration of the Inspection Period to notify Seller of said objection(s) in writing and Seller shall have Thirty (30) days (the "Survey Cure Period") to correct such matters to Buyer's satisfaction. If Seller elects not to correct such matters to Buyer's satisfaction prior to the expiration of the Survey Cure Period, Buyer shall have the right to terminate the Contract by written notice given to Seller on or prior to the date of Closing, in which event the Earnest Money shall be refunded to Buyer and neither party shall have any further liability under the Contract. Seller agrees to pay up to One Thousand, Five Hundred Dollars (\$1,500.00) of the cost of the certified survey to the Buyer in the form of a statement credit at Closing.

19. **EARNEST MONEY DEPOSIT.** To the extent permitted by applicable law, Seller and Buyer Escrow Agent to place the Earnest Money and other funds deposited with it at the execution of this Contract in an interest bearing account. All interest and other earnings on the funds so placed shall become part of the Earnest Money deposit and shall be disposed of as called for in this Contract in the same manner as the funds originally deposited. The cash payment due at Closing shall be reduced by the amount of any interest or other earnings on the Earnest Money deposit that are paid to or accrue for the benefit of Seller.

20. **ESCROW FEES** Buyer shall pay escrow fees charged by the Title Company for handling the closing of this transaction.

21. **RECORDING AND CLOSING COSTS.** Buyer shall pay for all fees and expenses in connection with Buyer's financing, if any, including, without limitation, all mortgage registration taxes and recording fees. Seller shall pay for all recording fees and other costs in connection with the release of any liens on the Property which are not Permitted Exceptions. Buyer shall pay for the Title Commitment and the Owner's Policy described in paragraph 8. Except as otherwise set forth in this Contract, all other Closing costs, including, without limitation, miscellaneous recording fees which are not addressed above and escrow fees shall be paid by Buyer.

22. **CONDITIONS.** The obligations of Buyer to close this transaction and to complete the purchase and pay the purchase price are subject, without limitation, to the following conditions precedent being in effect or complied with on the Closing Date, and Seller agrees that it will use its best efforts to cause such conditions to be in effect or complied with on such date: (i) no materially adverse change shall have occurred with respect to the condition or operation of the Property between the date hereof and the Closing date; and (ii) no part of the Property shall be subject to any pending or threatened condemnation or public taking; and (iii) the approval of a Planned Unit Development (PUD) for the parcels by the City of Bel Aire that is satisfactory to the Buyer. Said PUD shall not be filed until the date of closing. Buyer is responsible for all costs associated with PUD process, engineering, design, etc.

23. **INCLUDED PROPERTY.** The Property sold and to be conveyed hereunder shall include the following: (i) all those certain plots, parcels or tracts of land referred to in "Exhibit A" attached hereto and made a part hereof, together with all right, title and interest of Seller in and to all rights, privileges, servitudes and appurtenances thereto belonging or appertaining, including without limitation streets, alleys and rights of way adjacent thereto.

24. **NO OTHER BROKERS.** Except as provided in paragraph 9 of this Contract, Seller and Buyer each hereby represent and warrant to the other that no other brokers or agents are due any commissions from or relating to the closing of this transaction and each party hereby indemnifies and agrees to hold the other harmless against and from all claims asserted by any others for any such commission or fee.

25. **COVENANTS PENDING CLOSING.** From the Effective Date until the Closing, Seller agrees as follows:

A. Seller shall advise Buyer in writing of any material changes known to the Seller to information provided and representations and warranties made to Buyer pursuant to the terms and conditions of this Contract.

B. Seller shall not make application for any building permits, use permits or zoning variances from any governmental authority with respect to the Property without Buyer's prior consent.

C. Subject to the indemnity clause in paragraph 8, Seller shall allow Buyer to enter the Property and to inspect or cause to be inspected the condition of the Property, at any time or times from the Effective Date to and including the Closing, such inspections to be made during reasonable hours.

D. Seller will not incur any new lease or obligation or enter into or alter, amend, or modify any lease, contract or commitment relating to the Property without Buyer's prior written consent.

26. **DAMAGE BY CONDEMNATION.** If before the Closing Date, the Property or any part thereof are taken or are threatened to be taken by condemnation or other eminent domain proceedings, Seller will immediately give written notice thereof to Buyer and Buyer shall have the option to cancel this Contract by written notice to Seller within ten (10)

days after the date of the Seller's notice to Buyer of such event. If so canceled, Buyer and Seller shall be released from all obligations to each other under this Contract; in which event, the Earnest Money shall be promptly returned to Buyer. If Buyer shall not cancel this Contract, Buyer shall purchase the Property without reduction in Purchase Price, in which event Seller shall assign to Buyer at closing all of Seller's rights to any condemnation proceeds payable as a result of such condemnation.

27. REPRESENTATIONS. Seller represents and hereby warrants to Buyer that as of the Effective Date:

A. To the best of Seller's knowledge, the Property complies with all city, county and state laws, ordinances, conditions and regulations applicable to the ownership and operation thereof, including, without limitation, all applicable zoning laws and environmental laws and all amendments and regulations thereto.

B. There is no litigation at law, in equity or in proceedings before any commission or other administrative authority, or any governmental investigation, pending or, to the knowledge of Seller, threatened against or affecting the Property or Seller's interest in the Property.

C. Seller is not aware of any rezoning or condemnation proceedings or contemplated rezoning or condemnation proceedings affecting all or any part of the Property or any property adjacent to the Property.

D. Buyer hereby acknowledges that the land is subject to current and future special assessments. Buyer has had the opportunity to determine the amounts of current or future special assessments concerning the Lots prior to the execution hereof, and Buyer hereby releases Seller of an obligation to inform Buyer concerning the special assessments. Buyer also acknowledges that as is typical in development, future benefit districts may require Buyer to pay specials for future improvements, this agreement in no way restricts the potential for such assessments.

E. Seller is duly organized, validly existing and in good standing under the laws of the state of its organization; Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, and the individual of the Seller who executes and delivers this Contract and all documents to be delivered to Buyer hereunder is and shall be duly authorized to do so.

F. There are no unrecorded leases that effect the Property.

G. No representation or warranty by Seller in this Contract and no statement or certificate furnished or to be furnished by Seller pursuant hereto or in connection with the transaction contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

Seller covenants that all of Seller's representations contained in this Contract shall remain true as of the date of Closing, shall survive the Closing with an effective date as of the Closing Date, and shall not be merged with the title conveyed to Buyer or any document executed in connection with this transaction.

28. NET ACREAGE: The gross acres contained within the boundaries of the property, less any part of property lying within:

- A. Condemnation area for a frontage road for future road access to K-254.
- B. The right-of-way lines of existing or proposed private roads, streets, alleys, or railroads.
- C. Creeks or water courses.
- D. The boundaries of any existing or proposed easements or encroachments.
- E. Within any flood plain or flood hazardous area as may be designated by applicable governing authorities.

29. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addendums hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

30. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn or (ii) **February 2, 2022.**

31. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT

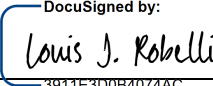
32. LIKE-KIND EXCHANGE. Seller and Buyer may, at their respective options, and at their respective sole cost and expense, elect to participate in a tax deferred exchange under Section 1031 of the Internal Revenue Code in connection with this transaction and Buyer and Seller agree to reasonably cooperate with each other in connection with the same provided: (a) neither is required to enter into the chain of title on the other party's property and that they use a qualified intermediary to effect the exchange; (b) each will be exclusively responsible for all costs incurred in connection with their respective exchange; and (c) closing of this transaction is not unreasonably delayed in any manner because of any such exchange.

33. MINERAL INTERESTS. Seller shall convey to Buyer 100 percent (100%) of Seller's mineral interest in the subject property. In the event Seller is unable to deliver 100 percent (100%) of said mineral interests, then Buyer, in Buyer's sole discretion, may declare this Agreement null and void and Buyer's Earnest Money shall be returned in full.

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below by their respective signatures.

BUYER

Murdock Properties, LLC,
a Kansas limited liability company, and/or assigns

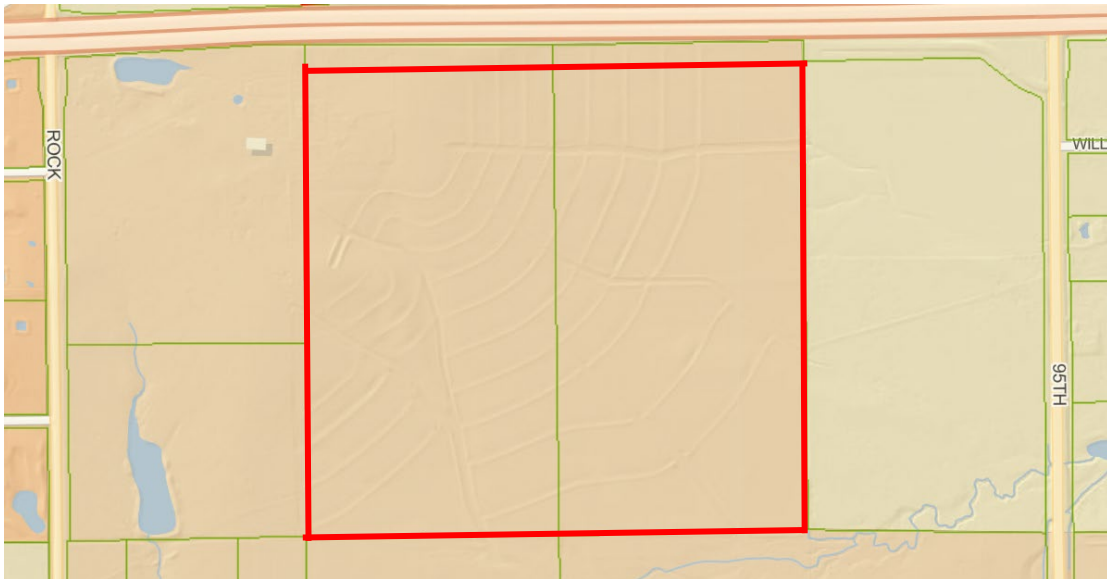
By: 
 Title: MEMBER
 Date: 2/1/2022 Time 249
 Mailing Address: 5841 N. Prospect Road
Park City, KS 67204
 Telephone: (316) 7615705
 Fax: ()
 ("Buyer")

SELLER

City of Bel Aire Land Bank

By: _____
 Print Name: Jim Benage
 Title: Chairman
 Date: _____ Time: _____
 Address: 7651 E Central Park Avenue
Bel Aire, KS 67220
 Telephone: (316) 744-2451
 Fax: _____
 ("Seller")

EXHIBIT A



Except

The West half of the Northeast Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the North 175.00 feet thereof.

The East half of the Northwest Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the North 175.00 feet thereof.



Security 1st Title

Property Address:

**Webb and K-254, W of SW/c,
Bel Aire, KS**

**WIRE FRAUD ALERT
IMPORTANT! YOUR FUNDS MAY BE AT RISK**

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

•NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- DO NOT FORWARD wire instructions to any other parties.
- ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.
- DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.
- DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
-

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

BUYER

Murdock Properties, LLC,

a Kansas limited liability company, and/or assigns

DocuSigned by:
By: Louis J. Robelli
3911E3D0B4D74AC...
Louis J. Robelli

SELLER

City of Bel Aire Land Bank

By: Jim Benage

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

TREASURER'S REPORT

DATE February 1, 2022
TO: Chairman Benage and Board Members
FROM: Ty Lasher, Treasurer
RE: February 1, 2022 Land Bank Meeting

Executive Session (Item V):

There is no need for an executive session.

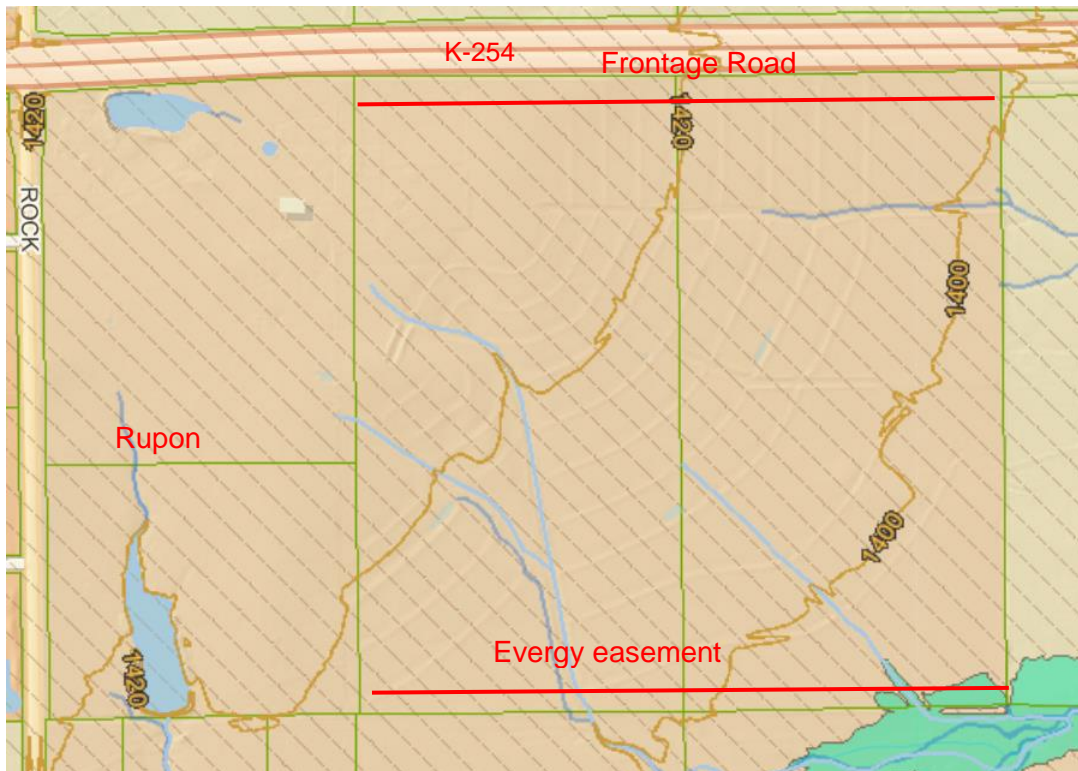
Letter of Intent from Steve Barrett (Item A):

The Land Bank received a Letter of Intent from Steve Barrett to purchase approximately 160 acres on the south side of K-254 and just east of the land Rupon purchased. Purchase price is \$1.4 million or roughly \$9,000 per acre with closing in 5 months. Asking price is \$10,000 per acre. Contract may have frontage road ROW removed. Steve has no immediate plans but looking for more commercial / industrial land to develop. He is currently building in the Sunflower Commerce Park but all the lots have been sold there.



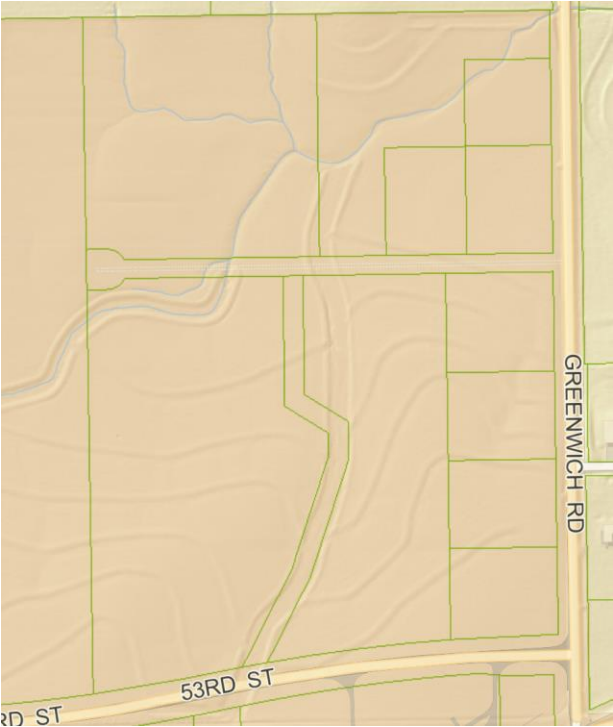
Commercial Real Estate Contract with Murdock Properties, LLC (Item B):

The Land Bank received a Commercial Real Estate Contract from Murdock Properties, LLC to purchase approximately 160 acres on the south side of K-254 and just east of the land Rupon purchased. Purchase price is \$9,300 per **net** acre removing ROW's, easements, floodplain, creeks, etc. My best guess is 10 acres of ROW for the K-254 frontage road, 6 acres of Evergy easement and 20 acres of floodplain / creeks leaving 124 net acres. Based on \$9,300 per acre, the total would be \$1,153,200. Asking price is \$10,000 per acre. Closing would be in 6 months with a contingency requiring a zone change and PUD would be approved prior to closing. Development plans include commercial and truck stock.



Other (Item VII):

Closing on the OMIA, LLC parcel is moving forward and should be complete by the end of February.



The Michal Le purchase closed on January 27th for \$1.3 million.

