



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



**I. CALL TO ORDER:** By Chairman Jim Benage

**II. ROLL CALL:**

Jim Benage \_\_\_\_\_ Greg Davied \_\_\_\_\_ Tyler Dehn \_\_\_\_\_

Emily Hamburg \_\_\_\_\_ John Welch \_\_\_\_\_ Justin Smith \_\_\_\_\_

**III. MINUTES:**

A. **Approval of Minutes of the September 7, 2022 Bel Aire Land Bank meeting.**

**Action:** Motion to (approve / deny / table) the September 7, 2022 Bel Aire Land Bank Minutes as (presented / amended).

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**IV. PUBLIC COMMENTS**

**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 a Real Estate Sale Contract with Dev Properties, LLC to Purchase Lot 1, Block 19 of the Central Park Addition, Bel Aire, Kansas.**

**Action:** Motion to (approve / deny / table) the Real Estate Sale Contract to Purchase Lot 1, Block 19 of the Central Park Addition, Bel Aire, Kansas with Dev properties, LLC 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 - October 18, 2022



# MINUTES

## LAND BANK MEETING

7651 E. Central Park Ave, Bel Aire, KS  
September 7, 2022 6:15 PM



**I. CALL TO ORDER:** Chairman Jim Benage called the meeting to order at 6:15 p.m.

**II. ROLL CALL:**

Present were Greg Davied, Emily Hamburg, Justin Smith, and John Welch. Tyler Dehn was absent. Also present were Land Bank Treasurer Ty Lasher, Land Bank Attorney Jacqueline Kelly.

**III. MINUTES**

**A. Minutes of the August 16, 2022 Bel Aire Land Bank meeting.**

**MOTION:** John Welch moved to approve the August 16, 2022 Bel Aire Land Bank Minutes as presented. Greg Davied seconded the motion. *Motion carried 4-0.*

**IV. PUBLIC COMMENTS:** No one spoke.

**V. PRESENTATIONS:** Troy Moellinger with Centurion Companies introduced himself as the financing partner for the proposed development across from City Hall. Jason Gish with MKEC introduce himself as the architect and planner for the development and Rupan Kanti introduced himself as the developer. Jason discussed the revised layout, parcels, amenities and infrastructure of the entire 24 acres. Troy stated the revised terms from the last Land Bank meeting were acceptable to the developer.

**VI. EXECUTIVE SESSION:** There was no need for an executive session.

**VII. RESOLUTIONS AND FINAL ACTIONS**

**A. Consideration of a Letter of Terms with Dev Properties, LLC to Purchase Lot 1 Block 19 Central Park Add, Bel Aire, Kansas.**

**MOTION:** Justin Smith moved to approve the Letter of Terms to Purchase Lot 1 Block 19 Central Park Add, Bel Aire, Kansas with Dev Properties, LLC. Emily Hamburg seconded the motion. *Motion carried 4-0.*

**VIII. OTHER ITEMS** – No other items were discussed.

**VIV. ADJOURNMENT**

**MOTION:** At 6:30 p.m., Justin Smith moved to adjourn. John Welch seconded the motion. *Motion carried 4-0.*

**COMMERCIAL  
REAL ESTATE SALE CONTRACT**

Section VI, Item A.

1. PARTIES: This contract ("Contract") is made by and between **City of Bel Aire Land Bank** ("Seller") and **Dev Properties, LLC** or assigns ("Buyer"), and is effective as of the date and time of acceptance on the signature page of this Contract (the "Effective Date").
2. 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, LOT 1 BLOCK 19 CENTRAL PARK ADDITION** ; legal on survey to govern.
3. 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 18 of this Contract.
4. PURCHASE PRICE: The purchase price is **FOUR HUNDRED THOUSAND AND NO/100'S (\$400,000.00)** together with all additional costs of the prorated special assessment taxes for this lot carried by the City from the date of the signing of this purchase contract to the date of closing, so that the actual purchase price shall be increased by the prorated special assessment taxes that have been paid by the city or owed by the city, said special assessments to be calculated from the date of the signing of this contract to the date of closing.

Buyer agrees to pay as follows: Earnest Money in the amount of **TEN THOUSAND DOLLARS AND NO 100'S (\$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**. ("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.

5. CLOSING DATE/LOCATION: Closing will occur no later than sixty (60) days after the last day of the Due Diligence Period Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of Security 1<sup>st</sup> Title Company or such other place as the parties mutually agree.
6. EXISTING FINANCING: Seller shall make any payments required on existing mortgages or deeds of trust until Closing.
7. 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, for or attributable to the years prior to the calendar year of Closing. Buyer shall pay all costs of the prorated special assessment taxes for this lot carried by the City from the date of the signing of this purchase contract to the date 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.
8. 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 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.

A. **Title Commitment.** Due to the extended length of time between the execution of this 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 split 50/50 between Buyer and Seller at Closing. Title Commitment shall be ordered and issued through Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS, 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; (iii) adjust the purchase price for the reasonable value of the defect (iv) 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 (8A), 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 Buyer's title objections and accept title subject to the matter reflected in the Title Commitment and not cured by Seller.

B. **Right of Reversion.** Parties agree that if the Buyer, mortgage holder, or his successors or assigns should fail to make any special assessment or tax payments associated with; [Project 6901A specials 2007-2026], [Project 6903A specials 2007-2026], and [Project 6904 A specials 2007-2026], Seller shall have the associated power of terminating this conveyance and have the right to immediately transfer ownership of property to the Bel Aire Land Bank. An event of default shall be deemed to have occurred if special assessment taxes are 60 days overdue. In such an event, the City of Bel Aire will give notice to the property owner and mortgage holder of intent to exercise the Reversionary Interest and will allow the owner and/or mortgage holder 30 days to cure the default by paying taxes to current. If Buyer or mortgage holder should fail to pay general taxes and above specials, Seller may, at Seller's election deem this deed to be null and void whereupon all right, title, and interest of, in and to the premises of said described land, in attached Exhibit A, hereby conveyed, shall revert to the Seller, its successors and assigns. Once the above described specials are paid off, seller will deed its Right of Reversion interest to the buyer.

Should Seller decide to exercise the Right of Reversion in and to said property it shall do so by sending said notice to the address set forth below, as well as provided by the mortgage holder, by United States mail and also filing a notice of Reversion with the Sedgwick County of Deeds. This contract provision is intended to survive the closing of this contract.

9. **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, but not be limited to, tests, a Geotech survey, other 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 Seller's 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 **180 days from the execution of this Agreement** (the "Inspection Period").

If, during this Due Diligence period, Buyer elects to cancel this agreement for inability to close or any reason other than a specific defect found in due diligence reports, Buyer will pay 100% of due diligence costs and earnest money shall be given to Seller. If buyer does close the Property, Geotech, Environmental, and other reasonable due diligence will be split 50/50 between the Buyer and the Seller at Closing.

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.

Extension of Due Diligence Period: Parties agree that the 180 day due diligence period may be extended three (3) times, in 60 day increments, for Tax Incremental Financing (TIF) application processing at buyers discretion with consent of Seller, effective by executing an amendment to this purchase contract. If TIF application is rejected, remaining extensions will be void.

10. REAL ESTATE BROKER Seller and Buyer agree that **NAI Martins and Penfed Realty** are the only real estate brokers negotiating this sale, and Seller agrees to pay a commission to **NAI Martins (3%) percent & Penfed Realty, (3%) percent** pursuant to separate agreements. 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 10, 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 10 shall survive Closing or termination of this Contract.
11. 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 with a Right of Reversion* and all other documents and funds reasonably necessary to complete the Closing. The 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 gift certificate 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 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.

12. **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.
13. **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.
14. **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, termination was within the Inspection Period due to specific defect found in due diligence reports, or termination was due to rejection of the TIF application, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.
15. **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 16 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 remedy.
  - C. If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.
16. **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.

17. **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.
18. **EXISTING LEASES AND CONTRACTS.** Within thirty (30) 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 (2) 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.
19. **SURVEY.** Buyer will obtain, at its sole expense if the Property does not close, and split 50/50 between Buyer and Seller if it does, a 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 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.

20. **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.
21. **ESCROW FEES** Buyer shall pay escrow fees charged by the Title Company for handling the closing of this transaction.
22. **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 and Seller shall split the costs 50/50 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 split 50/50 between Buyer and Seller.
23. **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.
24. **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.
25. **NO OTHER BROKERS.** Except as provided in paragraph 10 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.
26. **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. Buyer and Seller agree to use reasonable efforts to obtain all necessary permits and approvals from regulatory authorities in such form as required to design, construct, develop, and operate

the Property for Buyer's intended use. Seller's obligations in this regard cooperating in good faith to assist Buyer through zoning and permit approval process, and to provide regulatory agencies and City commissions any information reasonably required for the same, prior to closing. Both parties understand Seller's chief obligation as a municipality to objectively act in the best interest of the City and consider legal factors of zoning and permit recommendations and decisions objectively.

- C. **TIF Partners:** Parties understand that Tax Increment Financing (TIF) is essential to this project and anticipate committing research, time, and resources to collectively petition for County and School District TIF support.
- D. Seller will not make any contradictory application for any building permits, use permits or zoning variances from any governmental authority with respect to the Property without Buyer's prior consent.
- E. Subject to the indemnity clause in paragraph 9, 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.
- F. 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.

27. **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.

28. **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 Lot 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. Buyer is duly organized, validly existing and in good standing under the laws of organization; Both Buyer and Seller attest that they have 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 Buyer's organization 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 made by Seller or Buyer in this Contract and no statement or certificate furnished or to be furnished by either party 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.

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: Seller's offer to purchase the Property from Seller shall expire if Buyer 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) November 22, 2022.

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

*This space intentionally left blank*

*Signature page and exhibit page to follow*

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

**BUYER**

\_\_\_\_\_  
**And/or assigns**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Time \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_  
 Fax: ( ) \_\_\_\_\_  
 ("Buyer")

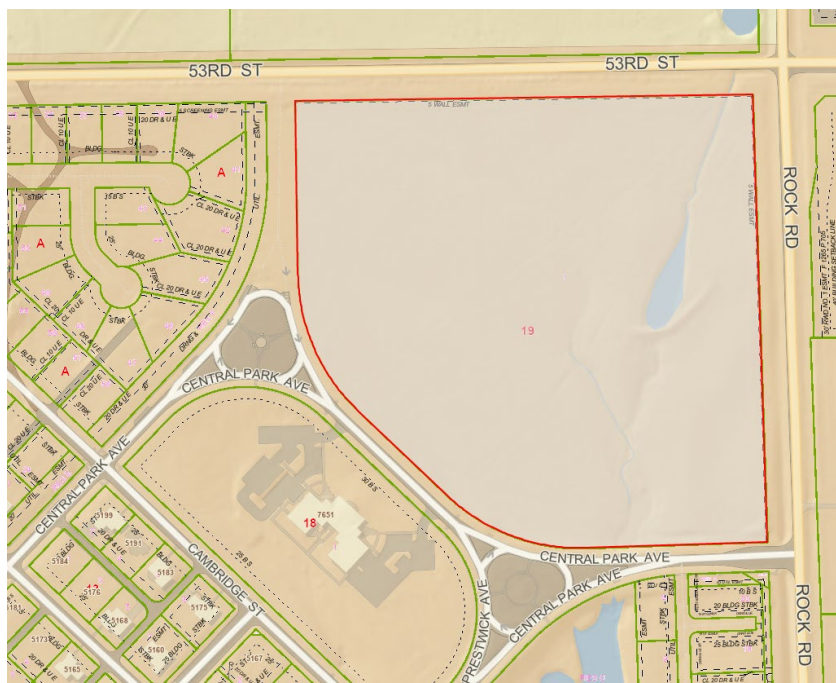
**SELLER**

**City of Bel Aire Land Bank**

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

**EXHIBIT A**

LOT 1 BLOCK 19 CENTRAL PARK ADDITION- *Highlighted below in red*





# TREASURER'S REPORT

**DATE** October 14, 2022  
**TO:** Chairman Benage and Board Members  
**FROM:** Ty Lasher, Treasurer  
**RE:** October 18, 2022 Land Bank Meeting

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**Real Estate Sale Contract with Dev Properties, LLC (Item A):**

The Land Bank approved a letter of intent to purchase Lot 1, Block 19 of the Central Park Addition with Dev Properties, LLC at the September 7<sup>th</sup> meeting. The LOI outlined the specifics of the sale and identified a sales contract would be negotiated between the Land Bank and Dev Properties at a future date. Staff from both parties have agreed to the draft sales contract included in your packet. Staff will be at the meeting to answer any questions or address concerns.

