

C-735-UP
 C-736-UP
 C-737-UP

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT made and entered into this 27 day of Oct, 2015, by and between **Sedgwick County, Kansas**, party of the First Part, hereinafter referred to as "Buyer" and **Wichita Airport Authority**, party of the Second Part, hereinafter referred to as "Seller."

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

1. Seller agrees to sell and convey to Buyer by a good and sufficient quit-claim deed the following described real property situated in Sedgwick County, Kansas to-wit:

Parcel C-737-UP

A portion of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, North 89°11'56" East along the North line of said Northwest Quarter 60.00 feet; thence South 01°11'42" East 25.00 feet to a point which is South 25.00 feet from the North line of said Northwest Quarter and East 60.00 feet from the West line of said Northwest Quarter for the Point of Beginning; thence North 89°11'56" East parallel with the North line of said Northwest Quarter 1,438.43 feet to the East line of that certain parcel conveyed by Deed recorded in Film 2829 at Page 806, records of Sedgwick County; thence South 06°02'59" West along said East line 40.29 feet; thence South 89°11'56" West 1,383.35 feet; thence South 01°11'42" East parallel with the West line of said Northwest Quarter 50.00 feet; thence South 89°11'56" West 50.00 feet to a point lying 60.00 feet East of the West line of said Northwest Quarter; thence North 01°11'42" West 90.00 feet to the Point of Beginning containing **1.376 Acres** subject to any easements of record with all mineral rights staying with Col. James Jabara Airport.

AND

Parcel C-736-UP

A portion of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, North 89°11'56" East along the North line of said Northwest Quarter 1,501.61 feet; thence South 06°02'59" West 25.18 feet to a point lying on the West line of that certain parcel conveyed by Deed recorded in Film 2829 at Page 807, records of Sedgwick County, said point lying South 25.00 feet from the North line of said Northwest Quarter, said point also being the Point of Beginning; thence North 89°11'56" East 1,170.30 feet to a point on the East line of said Northwest Quarter; thence South 00°42'09" East along said East line 40.00

feet to a point lying South 65.00 from the North line of said Northwest Quarter; thence South 89°11'56" West 278.90 feet; thence South 00°48'04" East 50.00 feet to a point lying South 115.00 feet from the North line of said Northwest Quarter; thence South 89°11'56" West 100.00 feet; thence North 00°48'04" West 50.00 feet; thence South 89°11'56" West 796.14 feet to a point on the West line of said certain parcel; thence North 06°02'59" East along said West line 40.29 feet to the Point of Beginning containing **1.192 Acres** subject to any easements of record with all mineral rights staying with Col. James Jabara Airport.

AND

Parcel C-735-UP

A portion of the Northeast Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, South 00°42'09" East along the West line of said Northeast Quarter 25.00 feet for the Point of Beginning; thence North 89°01'49" East parallel with the North line of said Northeast Quarter 592.20 feet to a point on the East line of that certain parcel conveyed by Deed recorded in Film 2745 at Page 48, records of Sedgwick County; thence South 06°02'44" West along said East line 40.30 feet to a point lying South 65.00 feet from the North line of said Northeast Quarter; thence South 89°01'49" West 170.04 feet; thence South 04°29'10" East 50.09 feet to a point lying 115.00 feet South of the North line of said Northeast Quarter; thence South 89°01'49" West 100.19 feet; thence North 04°29'10" West 50.09 feet; thence South 89°01'49" West 317.24 feet to the West line of said Northeast Quarter; thence North 00°42'09" West 40.00 feet to the Point of Beginning containing **0.657 Acre** subject to any easements of record with all mineral rights staying with Col. James Jabara Airport.

AND

Parcel 13

A portion of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, North 01°58'32" West along the West line of said Southeast Quarter 25.01 feet; to a point lying North 25.00 feet from the South line of said Southeast Quarter for the Point of Beginning; thence continuing North 01°58'32" West 40.01 feet to a point lying 65.00 feet North of the South line of said Southeast Quarter; thence North 89°01'49" East parallel with the South line of said Southeast Quarter 310.10 feet; thence North 04°29'10" West 50.09 feet to a point lying North 115.00 feet from the South line of said Southeast Quarter; thence North 89°01'49" East 100.19 feet; thence South 04°29'10" East 50.09 feet; thence North 89°01'49" East 349.83 feet to the East line of that certain parcel conveyed by Deed recorded in Doc. No. 28905664, records of Sedgwick County; thence South 01°58'32" East 40.01 feet to a point lying 25.00 feet North of the South line of said Southeast Quarter; thence South 89°01'49" West 760.12 feet to the Point of Beginning containing **0.813 acre** subject to any easements of record with all mineral rights staying with Col. James Jabara Airport.

AND

Parcel 15a

A portion of the South Half of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 21, Township 26 south, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983 North 89°11'56" East along the South line of said Southwest Quarter 60.00 feet; thence North 01°20'30" West parallel with the West line of said Southwest Quarter 25.00 feet to a point lying North 25.00 feet from the South line of said Southwest Quarter and East 60.00 feet from the West line of said Southwest Quarter for the Point of Beginning; thence continuing North 01°20'30" West 90.00 feet to a point lying North 115.00 feet from the South line of said Southwest Quarter; thence South 46°04'17" East 71.05 feet to a point lying North 65.00 feet from the South line of said Southwest Quarter; thence North 89°11'56" East 1400.00 feet; thence South 06°02'57" West 40.29 feet to a point lying North 25.00 feet from the South line of said Southwest Quarter; thence South 89°11'56" West 1444.82 feet to the Point of Beginning containing **1.358** acre subject to any easements of record with all mineral rights staying with Col. James Jabara Airport.

AND

Parcel 15b

A portion of the South Half of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, North 89° 11' 56" East along the South line of said Southwest Quarter 1501.58 feet; thence North 06°02'57" East 25.18 feet to a point lying North 25.00 feet from the South line of said Southwest Quarter for the Point of Beginning; thence continuing North 06°02'57" East 40.29 feet to a point lying North 65.00 feet from the South line of said Southwest Quarter; thence North 89°11'56" East 780.55 feet; thence North 00°48'04" West 50.00 feet to a point lying North 115.00 feet from the South line of said Southwest Quarter; thence North 89°11'56" East 100.00 feet; thence South 00°48'04" East 50.00 feet; thence North 89°11'56" East 277.67 feet to the East line of said Southwest Quarter; thence South 01°58'32" East 40.01 feet to a point lying North 25.00 feet from the South line of said Southwest Quarter; thence South 89°11'56" West 1163.84 feet to the Point of Beginning containing **1.181** acres subject to any easements of record with all mineral rights staying with Col. James Jabara Airport.

2. Buyer agrees to purchase, and pay to Seller cash at closing as consideration for the conveyance to Buyer of the above described real property the sum of **One Hundred Twenty-Four Thousand Nine Hundred Eighty Dollars (\$124,980.00)** plus or minus adjustments provided herein.
3. Buyer shall deliver to the Title Company, within ten (10) business days after the "Effective Date" (hereafter defined), as earnest money, the sum of **Five Thousand**

Dollars (\$5,000). At the time of Closing, the earnest money shall be credited against the purchase price. In the event Buyer should fail to cure any default in the performance of its obligations hereunder within ten (10) days after receiving written notice thereof from Seller, specifically setting out such default and advising what must be done to correct the default, this Agreement shall be considered as terminated and, thereupon, Seller shall be entitled to the earnest money, which funds shall be accepted by Seller, not as a penalty, but as its sole and only remedy and as complete liquidated damages, and the parties shall be under no further obligation to each other. If Seller should default hereunder, Buyer shall be entitled to: (i) terminate this Agreement by giving Seller written notice of termination, whereupon Buyer shall be entitled to a return of the earnest money, and the parties shall be relieved of their respective rights and obligations set forth in this Agreement; (ii) pursue specific performance; or, (iii) if Seller has made specific performance impossible, Buyer shall be entitled to a return of the earnest money and shall be further entitled to pursue Seller for damages. If Buyer accepts this Agreement, then, for the purpose of establishing the various time intervals that commence with the Effective Date of this Agreement, such Effective Date shall be deemed to be the date of BOCC approval as indicated in the first paragraph of this Agreement.

4. Buyer accepts for itself as a condition of the transfer, the following reservations and restrictions which bind the Seller and that shall run with the land:
 - (a) That the Wichita Airport Authority reserves unto itself, its successors and assigns [including Sedgwick County], for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Colonel James Jabara Airport.
 - (b) That the Wichita Airport Authority expressly agrees for itself, its successors and assigns [including Sedgwick County], to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.
 - (c) That the Wichita Airport Authority expressly agrees for itself, its successors and assigns [including Sedgwick County], to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Colonel James Jabara Airport or interfere with air navigation and/or communication facilities serving Colonel James Jabara Airport, or otherwise constitute an airport hazard.
 - (d) Ensure that the Wichita Airport Authority and its successors and assigns [including Sedgwick County] shall not permit/afford access from the subject property onto Colonel James Jabara Airport property for aeronautical purposes.

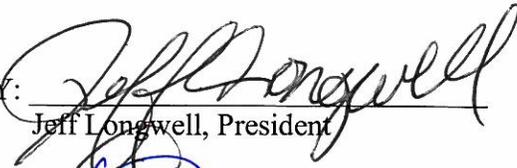
- (e) All mineral rights will remain with Col. James Jabara Airport.
5. All taxes shall be adjusted and prorated as of closing. Taxes shall be prorated for the current calendar year on the basis of taxes levied, or, if not available at the time of closing, on the basis of the prior year.
 6. A duly executed copy of this Purchase Contract shall be delivered to the parties hereto.
 7. Seller agrees to convey the above-described premises with all improvements located thereon and deliver possession of the same as they now are, reasonable wear and tear excepted. Seller covenants and represents to Buyer that before closing it will: 1) remove all non-fixture personal property including trash, refuse and debris, and 2) have removed, and lawfully terminated, the rights of any tenants or other parties in possession.
 8. Seller agrees to allow Buyer and Buyer's agents to enter the property before closing, at any reasonable time and upon reasonable notice, for the purpose of conducting any inspections, including but not limited to invasive asbestos surveys, soil borings, or other types of pre-closing property condition investigations.
 9. It is understood and agreed between the parties hereto that time is of the essence in the interpretation and enforcement of these conditions, and the sale herein authorized shall be consummated and closed no later than forty-five days following acceptance of the Contract by the Board of County Commissioners, provided, however, the date for consummation and closing may be extended by mutual agreement by the parties and such agreement will not be unreasonably withheld. Regardless of the closing date, it is understood by the parties that the Seller shall have no less than ninety days after notification by the County to deliver possession of the Property to the County.
 10. Seller shall be responsible for all utility bills from closing until delivery of real property to the County.
 11. The Closing shall be conducted by Security 1st Title, 727 North Waco, Suite 300, Wichita, Kansas. Title and all fees charged by the closing agent shall be paid by the Buyer.
 12. The parties covenant and agree that, except for the closing fees referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract.

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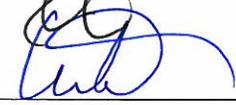
Executed as of the day and year first above written.

SELLER:
WICHITA AIRPORT AUTHORITY

ATTEST:

BY: 
Jeff Longwell, President


Karen Sublett, City Clerk

BY: 
Victor D. White, Director of Airports

Approved as to form:


Jennifer Magaña,
City Attorney and Director of Law



BUYER:

SEDGWICK COUNTY, KANSAS

Richard Ranzau, Chairman
Fourth District
Board of County Commissioners

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:


Robert W. Parnacott
Assistant County Counselor

REVIEWED BY:
