

City of Sedgwick
City Council Meeting
September 3, 2025

TO: Mayor and City Council

SUBJECT: Purchase Agreement – KEJH LLC

INITIATED BY: Administration

AGENDA: New Business

Recommendation: It is recommended that city council approve the purchase agreement as presented.

Background: The Sedgwick Veterinarian Clinic is slated for expansion in the coming years and approached the City regarding property in the Industrial Park. They have selected the lot directly east of Greener Pastures as the future site for expansion. Their expansion includes the addition of a veterinarian, office staff, and a new facility which is expected to take place within the next five years.

Financial Considerations: The purchase agreement states that a consideration of \$43,885.34 will be given for Lot 7, Block 1 Sedgwick Industrial Park 2nd Addition which will be utilized to pay off the remaining special assessments on the lot. This will reduce our annual debt service payments for the industrial park and provide an existing business in the city with a place to expand. The buyer will pay 100% of the associated closing costs.

Recommendations/Actions: It is recommended that the city council approve the purchase agreement as presented.

Attachments: Purchase agreement

PURCHASE AGREEMENT

This agreement (the "Agreement") is made and entered into by and between KEJH LLC, hereinafter referred to as the "BUYER" and the CITY OF SEDGWICK, KANSAS, hereinafter referred to as the "SELLER".

WHEREAS, Seller is the record owner of the following described real property located in the City of Sedgwick, Kansas (the "Property"):

Lot 7, Block 1 Sedgwick Industrial Park 2nd Addition

WHEREAS, Seller wishes to sell and Buyer wishes to purchase the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Buyer and the Seller agree as follows:

Consideration. The Buyer agrees to pay \$43,885.34 in consideration for the purchase of the Property (the "Consideration").

Closing; Delivery of Deed. Closing shall occur within 30 days after the execution of this Agreement. Seller agrees to properly execute and deliver to Buyer a General Warranty Deed and such other documents reasonably necessary to complete the closing.

Closing Costs. Buyer agrees to pay 100% of the associated closing costs. In the event a title or abstract company prepares a Deed, Affidavit of No Liens, or other necessary documents to complete this transaction, the charge for the same, in addition to the cost of closing the transaction, will be paid 100% by the Buyer.

Special Assessments. The proceeds paid as Consideration will be utilized to pay any remaining special assessments owed on the Property.

Non-Transferability. This Agreement is non-transferable.

Termination. Neither party has the right to terminate this Agreement except by a separate written agreement signed by both parties.

Entire Agreement and Manner of Modification. This Agreement, and any attachments, constitutes the entire agreement of the parties with respect to the subject matter of this transaction. It supersedes all other representations or agreements. It may be modified only by a separate written agreement signed by both parties.

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 Agreement. Following a default by either Seller or Buyer under this Agreement, the other

party shall have all remedies provided by law for such breach, including specific performance, each party to bear their own costs and attorneys' fees.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

Environmental Conditions. Seller states that to the best of Seller's knowledge, there is no hazardous waste or biological hazards disposed of or contained on the Property. Buyer is purchasing the Property in its "where is, as is" condition. Seller has not made any representations concerning the environmental conditions of the property including the presence of noxious weeds as defined in K.S.A. 2-1314.

Inspection. Buyer has inspected the Property to their satisfaction and is purchasing the subject Property in its "AS IS, WHERE IS" condition. Seller is making no representations or warranties, express or implied, regarding the value, profitability, merchantability, fitness, environmental or physical condition or usefulness of the Property. Buyer acknowledges receipt of a title insurance commitment and all other pertinent documents. In making the decision to buy the Property, Buyer is relying wholly and completely on Buyer's own judgement and the judgement of any agents Buyer may have selected.

Waiver. Buyer freely makes the following waiver: BUYER ACKNOWLEDGES THAT BUYER HAS CAREFULLY INSPECTED THE PROPERTY AND SUBJECT TO ANY INSPECTIONS ALLOWED IN THIS AGREEMENT, BUYER AGREES TO PURCHASE THE PROPERTY IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES BY SELLER CONCERNING THE CONDITION OR VALUE OF THE PROPERTY, OTHER THAN AS EXPRESSLY MADE IN THIS AGREEMENT. BUYER HAS BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY PROFESSIONAL INSPECTORS. BUYER ACKNOWLEDGES THAT SELLER IS NOT AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY. EXCEPT AS EXPRESSLY DISCLOSED IN THIS AGREEMENT, SELLER HAS MADE NO REPRESENTATIONS REGARDING THE PROPERTY OR ITS CONDITION, INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL CONDITION THEREON AND BUYER DECLARES THAT NO REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY BUYER

Additional Property Rights. If Seller possesses any water rights, wind rights, and or mineral rights in or to the Property, all such rights will transfer to Buyer at closing without warranty of any kind. The existing Agricultural Lease Agreement between Seller and Curt Grattan ("Lessee"), attached hereto as "Exhibit A" (the "Lease Agreement"), will remain in full effect and transfer to Buyer upon closing subject to all terms and conditions of the Lease Agreement. Any monies paid out of the Lease Agreement by Lessee to Seller prior to execution of this

Agreement will remain with Seller. Monies collected after the execution of this Agreement will remit to Buyer.

Authority to Bind. Each individual who executes this Agreement on behalf of a party represents that he/she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his/her authority.

Integration. This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement. Facsimile signatures, digital signatures, or scanned image such as a PDF via e-mail of the parties will be binding upon all of the parties.

Agreement to Terms. Buyer and Seller acknowledge that they have read the entire Agreement and that by signing below agree to all terms contained herein.

Binding Effect. This Agreement shall be binding upon Buyer, Seller, and their respective heirs, successors, and assigns.

THIS AGREEMENT is hereby executed on this 15 day of August, 2025.


Buyer, KEJH LLC
By:

THIS AGREEMENT was approved by vote of the City Council of the City of Sedgwick, Kansas on the _____ day of _____, 2025, and is hereby executed on this ____ day of _____, 2025.

Seller, The City of Sedgwick, Kansas
Mayor, Bryan Chapman