



City Commission Work Session Agenda
Tuesday, June 9, 2026, 4:00 PM
City Commission Chambers, 950 S. Grant Ave.

- Call to Order
- 1. Land Discussion for Track Extension at 22 E. Railroad
- 2. Economic Development Update
- 3. Common Consumption Area
- 4. Ruddell Group
 - a. Development Agreement
 - b. Land Ownership Discussion
- ADJOURNMENT



**CITY OF LIBERAL
CITY COMMISSION WORK SESSION MEETING
June 9, 2026
AGENDA ITEM # 1.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Ron Warren
Commissioner Nathan McCaffrey

Date: June 9, 2026

From: Keith Bridenstine, Building Services Director

RE: Land Discussion for Track Extension at 22 E. Railroad

Levi Morss purchased 22 E. Railroad from the City by auction. The property has an existing rail spur, which Mr. Morss wishes to extend. The extension would continue further south onto land still owned by the City. The land is a low area that retains large amounts of stormwater and must be pumped out. Mr. Morss wishes to either purchase or acquire an easement of an approximately twenty-foot (20') wide path along the east edge of the city property, to as far south as the City is willing. Attached is a map of the area.

Recommendation:

Staff recommends that the Commission come to a consensus on whether the property should be sold, an easement granted, or no transfer happen.



-  EXISTING RAIL SPUR
-  REQUESTED SALE OR EASEMENT
-  STORM WATER LINE

22

418

117



**CITY OF LIBERAL
CITY COMMISSION WORK SESSION MEETING
June 9, 2026
AGENDA ITEM # 2.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Ron Warren
Commissioner Nathan McCaffrey

Date: June 9, 2026

From: Scarlette Diseker, City Manager

RE: Economic Development Update

Eli Svaty, Executive Director of Seward County Development Corporation, will give an update on current Economic Development projects happening within the City.

Recommendation:



**CITY OF LIBERAL
CITY COMMISSION WORK SESSION MEETING
June 9, 2026
AGENDA ITEM # 3.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Ron Warren
Commissioner Nathan McCaffrey

Date: June 9, 2026

From: Scarlette Diseker, City Manager

RE: Common Consumption Area

With the possibility of a new restaurant leasing the space at the Grier House, City Staff would like to have a discussion on expanding the Common Consumption Area.

The current CCA Ordinance and Map are attached.

Recommendation:

ORDINANCE NO. 4636

**AN ORDINANCE CREATING A COMMON CONSUMPTION AREA (CCA)
PURSUANT TO K.S.A. 41-2659 WITHIN THE CITY LIMITS OF LIBERAL, KANSAS**

WHEREAS, K.S.A. 41-2659 allows for a City to create a Common Consumption Area (CCA);
and

WHEREAS, the downtown area of Liberal, Kansas within the already created Core Commercial District, has portions that would benefit from a CCA; and

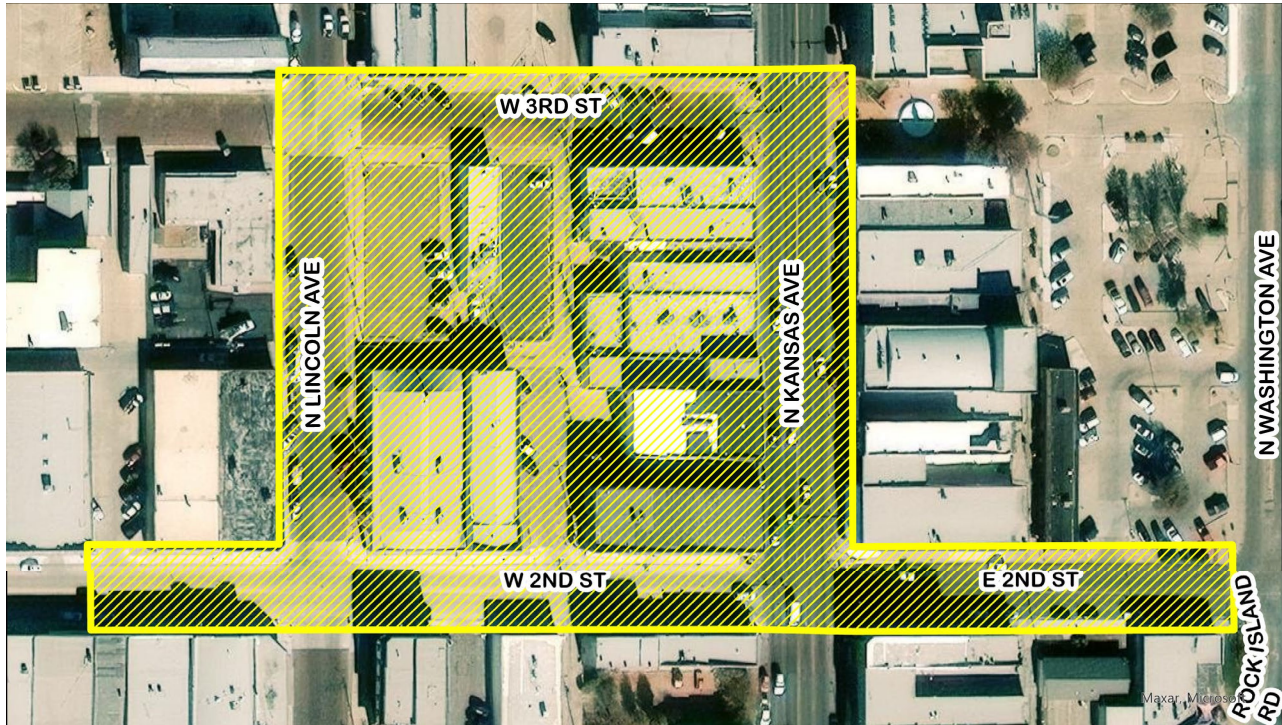
WHEREAS, the City deems it advisable to allow for a CCA in a portion of the Core Commercial District in order to allow citizens to walk freely between drinking establishments within a defined area while consuming alcoholic beverages purchased from drinking establishments within the CCA and set certain regulations in place.

WHEREFORE, BE IT ORDAINED by the Governing Body of the City of Liberal, Kansas:

Section 1. Creation of Common Consumption Area (CCA).

- (a) **Area Created:** A common consumption area is hereby created in the City of Liberal, Kansas within the following areas and as further illustrated contained herein, provided that a common consumption area permit has been issued by the Director of the Kansas Department of Revenue Division of Alcoholic Beverage Control:
- Starting from the intersection of Kansas Avenue and 3rd Street then South to 2nd Street; then West along 2nd Street to the intersection of Lincoln Avenue; then North on Lincoln to the intersection of 3rd Street, then East to the Kansas; the same area being one City block including the entirety of the streets thereon.
 - From the intersection of Kansas Avenue and 2nd Street then East to the intersection of 2nd Street and Washington.
 - From the intersection of Lincoln Avenue and 2nd Street, then extending West a distance of 150.00 feet on 2nd Street.

Map:



- (b) Boundary Identification: The boundaries of the CCA must be clearly marked using a physical barrier or any apparent line of demarcation. Every CCA shall have signs conspicuously posted identifying the boundaries of such area, and such signs must be in a size and manner that provides notice to persons entering or leaving the area.
- (c) Hours. The possession and consumption of alcoholic liquor or cereal malt beverage in the CCA is authorized between the hours of 12:00 noon until 11:59 p.m.

Section 2. Rules of Conduct in CCA.

(a) Sales Conditions. CCA permits are for possession and consumption of alcoholic liquor or cereal malt beverage only in the defined CCA. No sales of alcoholic liquor and CMB may occur on premises covered by a common consumption area permit, unless the sales are conducted by a licensed caterer in accordance with all requirements for a catered event, a separate temporary permit has been issued for that specific area, or a drinking establishment has been authorized by the permit holder to operate a non-contiguous service area in accordance with K.S.A. 41-2659(e)(2).

(b) Consumption Areas. Alcoholic liquor or cereal malt beverage drinks may be consumed on public property within the CCA including sidewalks and crosswalks but shall not be consumed in public parking lots, street parking stalls, or the public thoroughfare (“street”) unless the street has been closed to vehicular traffic for a special event approved by the Governing Body.

(c) Purchases Outside of the CCA. The possession and consumption of alcoholic liquor or cereal malt beverage purchased outside of the CCA and its participating licensees shall not be permitted inside the boundaries of the CCA.

(d) Removal of Purchases from Within the CCA. No open container of alcoholic liquor or cereal malt beverage purchased within the CCA shall be removed from the boundaries of the CCA.

(e) Containers and One-Drink per-person on-street limit. All alcoholic liquor and cereal malt beverage removed from a licensed premise or otherwise sold within the CCA shall be served in a paper or plastic cup no larger than sixteen (16) fluid ounces that displays the licensee's trade name or logo or other identifying mark that is unique to the licensee. No establishment participating in the CCA shall allow any person to leave their premises and enter the CCA with more than one such alcoholic beverage at a time. Paper or plastic cups shall be single serve and not be refilled by the licensee identified on the cup, by any other licensed establishment participating in the CCA, or by any other person or party.

(f) Conduct. All persons within the CCA shall follow all laws and ordinances concerning the purchase, sale, and consumption of alcohol or cereal malt beverage. Any person acting in a way that violates any provisions of the Municipal Code, State or Federal laws, including but not limited to any offenses against person, property, the public peace, the public safety, or public morals, will be removed from the CCA.

(g) Licensed Premises. Any licensee of a licensed premises located within or immediately adjacent to the CCA may request permission from the Kansas Alcoholic and Beverage Control Director to participate in the CCA upon forms prescribed by the Director.

- (1) Removal of Alcohol from Licensed Premises. Any licensee of a licensed premises who has requested and received permission to participate in the CCA may allow its legal patrons to remove one alcoholic liquor or cereal malt beverage purchased from the licensee per person into the premises described by the CCA permit.
- (2) Noncontiguous Sales. In addition to their licensed premises, one or more licensees that have requested and received permission to participate in the CCA may offer for sale, sell, and serve alcoholic liquor or cereal malt beverage for consumption from one noncontiguous service area within the CCA, as designated and approved by the CCA permit holder. The licensee shall prominently display a copy of its drinking establishment license and the approval of the CCA permit holder at its noncontiguous service area.
- (3) Compliance with Applicable Laws. Each licensee within the CCA shall comply with all City ordinances, Federal and State laws regulating the purchase, sale and consumption of alcoholic liquor or cereal malt beverage. Any violations of the common consumption area restrictions, City ordinances, or State or Federal laws may result in revocation of the licensee's participation in the CCA. Each licensee within the CCA shall be liable for violations of all liquor laws governing the sale and consumption of alcoholic liquor or cereal malt beverage that occur on the licensee's premises.

- (4) Signage. Any licensed establishment that allows patrons to leave the establishment with an alcoholic beverage in an open container as provided in this Ordinance shall maintain posted inside all exit doors for clear public view a map of the current boundaries of the current CCA and a sign of at least eleven (11) inches by eight and one-half (8.5) inches that states the following:

“All patrons leaving this establishment with an alcoholic beverage in an open container do hereby assume full responsibility to consume such alcoholic beverage only if it has been served in a paper or plastic cup not to exceed 16 ounces in size and obtained from an establishment licensed to sell alcoholic beverages within the common consumption area (CCA) outlined on the map below. Any individual who leaves the CCA with an alcoholic beverage in an open container is in violation of the Liberal, KS Code of Ordinances and may be subject to a citation, arrest, incarceration, and/or fine.”

- (5) Liability. Each licensee within a CCA shall be liable for violations of all liquor laws governing the sale and consumption of alcoholic liquor or cereal malt beverage that occur on the licensee's premises. Licensee shall provide any insurance coverage or proof of coverage as may be required by the Governing Body as a condition of participating in the CCA.

Section 3. Notification. Upon passage of an ordinance or resolution establishing a CCA, the City shall immediately notify the Director of the Kansas Alcoholic Beverage Control Division of the establishment of the CCA and submit a copy of the ordinance or resolution along with such notice.

Section 4. Conflicting Ordinances. All ordinances or parts of ordinances and/or the Liberal City Code in conflict herewith are repealed. All prior ordinances and/or the Liberal City Code not in conflict with this ordinance remains in full force and effect.

Section 5. Publication. This ordinance shall be published once in the official city newspaper.

Section 6. Effective Date. This ordinance shall take effect on August 15, 2025.

PASSED AND APPROVED by the Governing Body on this 8th day of July, 2025.

/s/ Jose Lara, Mayor

ATTEST: /s/ Alicia Hidalgo, MMC, City Clerk



**CITY OF LIBERAL
CITY COMMISSION WORK SESSION MEETING
June 9, 2026
AGENDA ITEM # 4.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Ron Warren
Commissioner Nathan McCaffrey

Date: June 9, 2026

From: Scarlette Diseker, City Manager

RE: Ruddell Group

City Staff would like to present the Development Agreement with the Ruddell Group, followed by a discussion regarding land ownership.

Recommendation:



**CITY OF LIBERAL
CITY COMMISSION WORK SESSION MEETING
June 9, 2026
AGENDA ITEM # 4.a.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Ron Warren
Commissioner Nathan McCaffrey

Date: June 9, 2026

From: Scarlette Diseker, City Manager

RE: Development Agreement

The Development Agreement with the Ruddell Group is attached. Legal Counsel has had the document since May 15, 2026 and will be present to advise on any concerns or changes that need to be addressed before the Commission gives final approval at a Regular Meeting.

Recommendation:

ECONOMIC DEVELOPMENT AGREEMENT

between

GVW RUDELL MANAGEMENT, LLC, OR ITS ASSIGNS

and

SEWARD COUNTY DEVELOPMENT CORPORATION

and

CITY OF LIBERAL, KANSAS

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made effective as of the later of the dates set forth under the Parties' signatures hereto (the "Effective Date"), by and between **GVW RUDELL MANAGEMENT, LLC**, a Delaware limited liability company, or its assigns ("Developer"), **SEWARD COUNTY DEVELOPMENT CORPORATION** ("EDC"), and the **CITY OF LIBERAL, KANSAS**, a municipal corporation of the State of Kansas (the "City" and together with Developer and EDC, the "Parties" and each individually a "Party").

RECITALS:

WHEREAS, the City is authorized to engage in economic development activities to increase the taxable property within the City, create additional employment opportunities for its citizens, promote industrial output, and stimulate business prospects within the City;

WHEREAS, EDC has been created in order to promote industry, develop trade and further the resources of the State of Kansas (the "State") by inducing manufacturing, industrial, and commercial enterprises to locate in the State;

WHEREAS, the City has the power to convey real property for economic development activities as provided under applicable Kansas law;

WHEREAS, Developer has proposed that the City convey to Developer approximately twenty-four (24) acres of land located at Northeast Liberal around East Industrial Park, Liberal, Kansas 67901, bearing Seward County Parcel Identification Numbers 0881482801001021000, 0881482801001020000, and 0881482801001019000, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), upon which Property the Developer will construct industrial buildings and related improvements in accordance with the Master Plan (as hereinafter defined) (collectively, the "Project");

WHEREAS, the City has determined that the Project will serve a valuable public purpose, stimulate the local economy, promote business, result in the creation of a substantial number of jobs that pay at or above the median average wage, and stimulate industrial output and business prospects of the City, and has agreed to enter into this Agreement with Developer and EDC to set forth the understanding and agreement of the Parties with respect to the Property and the Project; and

WHEREAS, to comply with the requirements of applicable Kansas law, the Parties have agreed that the conveyance of the Property to Developer will be subject to the City's right of reentry as further detailed herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants of the Parties contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **The Property.** Subject to the terms and conditions of this Agreement, the City agrees to convey to Developer in fee simple (but subject to condition subsequent and right of reentry, as more fully described in Section 4 herein), and Developer agrees to receive from the City, the Property. The Property shall be together with and including all appurtenances, rights, hereditaments, privileges, easements and development rights benefiting, belonging or pertaining thereto. Within five (5) days following the Effective Date, and subsequently thereafter upon its receipt of new documentation, the City will deliver to Developer, to the extent not already delivered to Developer, at no cost or expense to Developer, copies of all tests, studies and surveys in City's possession, or in the possession of City's consultants or agents, relating to the Property and its operations, including, without limitation, surveys, agreements with adjacent property owners, agreements with governmental authorities, title information, topographic maps, engineering and environmental reports, soil reports, wetland surveys, licenses and permits, land plans, building plans and specifications, utility information, real estate tax bills and assessments, permits and permit applications, any service, maintenance or management contracts, warranties, maintenance and repair records, all currently operative leases, contracts and permits, and any other documents or materials relating to the ownership, operations and maintenance of the Property.

2. **Inspection Period.** Developer shall have a period beginning on the Effective Date and ending sixty (60) days thereafter (the "Inspection Period") in which to conduct physical, engineering, environmental, soil and other feasibility studies and inspections and to cause one or more engineers or other representatives to physically inspect the Property to satisfy itself that the condition of the Property is acceptable to Developer. Upon request of the City, all reports, studies, surveys, and other documentation prepared or obtained by Developer in connection with its inspections and due diligence of the Property shall be prepared in the names of both Developer and the City, and the City shall have full access to and the right to use all such reports, studies, surveys, and documentation. Prior to the expiration of the Inspection Period, if Developer notifies the City in writing that the results of its inspections, tests, examinations, or studies are not suitable to Developer or for any other reason whatsoever, in Developer's sole and absolute discretion, then this Agreement shall automatically terminate and the City shall reimburse Developer for its costs and fees in connection with its inspections and studies of the Property (collectively, "Due Diligence Fees") within fifteen (15) days following termination hereof. Notwithstanding the foregoing, if this Agreement is terminated prior to Closing for any reason other than a default by Developer under this Agreement, the City shall reimburse Developer for the full amount of all Due Diligence Fees incurred by Developer within fifteen (15) days following the effective date of such termination.

3. **Closing.** Closing of the conveyance and acquisition of the Property pursuant to this Agreement ("Closing") shall take place in escrow through a title company selected by Developer (the "Closing Agent"). The Closing shall take place on a regular business day on or before the date that is sixty (60) days following the date that is the later of (i) expiration of the Inspection Period, (ii) the Liberal City Commissioners' approval of the Project and this Agreement in accordance with applicable laws, (iii) Developer's receipt of a commitment for title insurance for the Property showing only such title exceptions that are acceptable to Developer in its reasonable discretion ("Developer's Title Commitment"), (iv) Developer's receipt of the Utility Survey (as defined herein) and Developer's Survey (as defined herein), (v) Developer's receipt of a Phase I Environmental Site Assessment for the Property that reveals no adverse environmental conditions affecting the Property as determined by Developer in its reasonable discretion, and (vi) each

Party's satisfaction of its obligations set forth herein that are to be satisfied at or before Closing (the "Closing Date").

At Closing, the City shall execute and deliver to Closing Agent:

a. exclusive possession of the Property to Developer, free and clear of any tenancies, occupants or parties in possession, pursuant to a duly executed and acknowledged special warranty deed conveying the Property to Developer, in fee simple (but subject to condition subsequent and right of reentry, as more fully described in Section 4 herein), on the form attached hereto as Exhibit B (the "Deed");

b. a closing and settlement statement setting forth all closing costs, prorations, and adjustments applicable to the transaction in form and substance mutually satisfactory to both parties (the "Settlement Statement");

c. a certificate, executed and sworn to by the City, confirming that (i) as of the Closing Date, all of the warranties and representations set forth in this Agreement are true and correct, and all covenants and agreements set forth in this Agreement to be performed by the City on or before the Closing Date have been satisfied, and (ii) that no material adverse changes have occurred with respect to any part of the Property; and

d. any other document reasonably necessary to consummate the transactions contemplated by this Agreement, including but not limited to, such title affidavits or other instruments as Developer's title insurance company may require.

At Closing, Developer shall execute and deliver to Closing Agent:

a. the Settlement Statement;

b. a certificate, executed and sworn to by Developer, confirming that as of the Closing Date, all of Developer's warranties and representations set forth in this Agreement are true and correct, and all covenants and agreements set forth in this Agreement to be performed by Developer on or before the Closing Date have been satisfied;

c. a Declaration of Restrictive Covenants restricting the use of the Property to research and development, light industrial, manufacturing, logistics, and compatible commercial uses, the form of which is attached hereto as Exhibit D (the "Restrictive Covenants")¹, which Restrictive Covenants will be recorded at Closing and immediately following the Deed; and

d. any other document reasonably necessary to consummate the transactions contemplated by this Agreement.

4. City's Right of Reentry. It is understood and agreed that the conveyance of the Property by the City to Developer is solely for the economic development purposes of increasing the property tax base of the City, increasing the supply of well-paying employment opportunities for the City's citizens, and stimulating further development and improvements in the City.

¹ NTD: City / EDC to advise what restrictive covenants it will require (if any) and provide form.

Consequently, but for the commitment of the Developer to develop the Project in accordance with the Master Plan, the City would not have the authority to negotiate the conveyance of the Property to Developer and would not have done so. Therefore, it is essential that the Deed convey, and the Deed shall convey, to Developer fee simple title to the Property subject to condition subsequent and the City's right of reentry by which the Property will be reconveyed to the City if the Developer fails to complete construction of and receive a TCO for the Initial Building on or before the Initial Completion Obligation Deadline (as defined herein) (the "Right of Reentry Clause"). Notwithstanding the foregoing, following Developer's completion of construction and receipt of a TCO for the Initial Building, the Right of Reentry Clause for the Property shall automatically be deemed released by the City without the need for further approval or action (in writing or otherwise) from the City (the "Release Conditions"). Upon satisfaction of the Release Conditions, the Parties shall promptly execute a release of the Right of Reentry Clause (the "Right of Reentry Release") and cause the same to be recorded in the Seward County Register of Deeds. The form and content of the Right of Reentry Release shall be as set forth on Exhibit C attached hereto and incorporated herein by reference.

Notwithstanding anything to the contrary set forth herein, and for the avoidance of doubt, the Right of Reentry Clause shall not apply to, and the City, if it exercises the Right of Reentry Clause, shall not be entitled to take title to, any portion of the Property that has been improved in any way, including without limitation any portion containing Buildings that have received TCOs, any portion that has been graded, cleared, or otherwise prepared for development, together with its parking area and buffer yard adjacent to Project streets (collectively, the "Developed Land"), and the City shall only be entitled to take title to the portion of the Property that is the Property less the Developed Land (collectively, the "Undeveloped Land"). Following the City's lawful exercise of the Right of Reentry Clause, the City and Developer covenant to use good-faith, commercially reasonable efforts to obtain all approvals necessary to legally subdivide the Undeveloped Land from the Developed Land so that the Undeveloped Land can be legally conveyed to the City.

For purposes of this Agreement, Developer shall construct and receive a TCO for the Initial Building on the Property totaling at least 20,000 square feet (the "Initial Completion Obligation") on or before the date that is eighteen (18) months after Developer's receipt of all Approvals (the "Initial Completion Obligation Deadline"). If Developer has not satisfied the Initial Completion Obligation on or before the Initial Completion Obligation Deadline, but as of the Initial Completion Obligation Deadline and notwithstanding such failure Developer has used good-faith, commercially reasonable efforts towards satisfying the Initial Completion Obligation, the City agrees to work with Developer in good faith to extend the Initial Completion Obligation Deadline to afford Developer additional time to complete the Initial Completion Obligation.

This Section 4 shall survive Closing.

5. **Title and Survey.** Title to the Property shall be good and marketable, free and clear of all liens, encumbrances and encroachments, and free of all violation notices from any governmental authority having jurisdiction over the Property, except for the Transfer Permitted Exceptions, as hereinafter defined. For purposes of this Section, "Transfer Permitted Exceptions" shall mean the exception matters disclosed on Developer's Title Commitment (as defined herein). The Transfer Permitted Exceptions must be acceptable to Developer in its sole and absolute

discretion prior to Closing, and the City covenants to use good-faith, commercially reasonable efforts prior to Closing to cure any Transfer Permitted Exceptions that Developer determines and believes will adversely impact the Project and following notice of the same to the City from the Developer. Title to the Property shall not be deemed good and marketable unless a national title insurance company, acceptable to Developer, agrees to insure fee simple title to the Property and issue to Developer an owner's title insurance policy, at standard rates, subject only to the Transfer Permitted Exceptions ("Developer's Title Policy"). Notwithstanding anything to the contrary contained herein, the City shall, on or before the Closing Date, satisfy, discharge or bond over liens securing any debt, encumbrances or other monetary items encumbering the Property that can be satisfied by the payment of an ascertainable sum.

Developer shall cause a title company to conduct a title examination of the Property and produce Developer's Title Commitment, and may, at its option, cause a surveyor to prepare an ALTA land survey for the Property showing only such survey matters on the Property that are acceptable to Developer in its reasonable discretion ("Developer's Survey"). The form of Developer's Title Commitment and Developer's Survey, together with the exceptions set forth therein or thereon, must be acceptable to Developer in its sole and absolute discretion, and Developer's written approval of Developer's Title Commitment and Developer's Survey (if obtained) shall constitute a condition precedent to Closing. If Developer finds title to be unacceptable in its sole and absolute discretion, Developer shall have the option of either (i) proceeding with Closing and waiving such condition precedent, and accepting the title "as is", or (ii) terminating this Agreement in which event the Parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

6. **Delivery of Related Documents.** Each Party shall execute and acknowledge, seal and deliver, after the Effective Date, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

7. **Closing Costs and Adjustments.** At Closing, all real estate taxes, utilities, and all other public or governmental charges or public or private assessments against the Property shall be prorated between the City and Developer as of the Closing Date, with the City responsible for all such amounts attributable to the period prior to and including the Closing Date and Developer responsible for all such amounts attributable to the period after the Closing Date. Such prorations shall be based on the most recent available tax bills and utility statements and shall be set forth on the Settlement Statement. If final bills or assessments are not available as of the Closing Date, the Parties shall re-prorate such items upon receipt of the final bills or assessments. All assessments for improvements to or for the benefit of the Property for work commenced after Closing shall be paid by Developer. The cost of all documentary stamps, transfer taxes, and other recording fees with respect to this transaction shall be paid by the Developer. The Closing Agent's fees; title company's fees and premiums; Developer's surveyor's fees; Developer's other contractors' fees; and all other costs Developer incurs in connection with the Project, negotiating this Agreement, and Closing shall be borne by Developer. The City's attorney's fees and other costs incurred in connection with the Project (including its obligations hereunder with respect to the Project), negotiating this Agreement, and Closing shall be borne by the City.

Economic Development Agreement

This Section 6 shall survive Closing.

8. **City's Representations and Warranties.** To induce Developer to enter into this Agreement and to acquire the Property and develop the Project, the City hereby represents and warrants to Developer the following, with the understanding and intention that Developer is relying upon the accuracy of such representations and warranties. These representations and warranties shall be deemed to be made by the City to Developer as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations and warranties shall not be merged into the documents to be executed on the Closing Date and shall survive Closing). This Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and if such representations and warranties are not true and accurate, Developer shall have the option of terminating this Agreement by written notice to the City. In the event that any representation or warranty of the City set forth herein is discovered to be untrue or inaccurate following Closing, Developer shall be entitled to pursue all remedies available at law or in equity, including, without limitation, an action for damages and indemnification from the City for all losses, costs, expenses (including reasonable attorneys' fees), liabilities, claims, and demands arising out of or resulting from such breach. The following are the City's representations and warranties:

a. City is a municipal corporation which was duly formed and organized and is in good standing under the laws of the State of Kansas. This Agreement constitutes the legal, valid and binding obligation of City enforceable in accordance with its terms, City has full power and authority to enter into and perform the terms and conditions of this Agreement, and the person executing this Agreement for City is fully and duly empowered and authorized to so act; entering into this Agreement does not, and the consummation of the acts contemplated by this Agreement shall not, violate any agreements, documents or instruments to which City is a party or by which it is bound, or any law, governmental regulation, order or decree to which City is subject.

b. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, nor are any such assessments or proceedings contemplated by any governmental authority.

c. There are no actions, suits, proceedings or claims affecting any part of the Property, or affecting City with respect to the ownership, occupancy, use or operation of any part of the Property, pending or threatened in or before any court, agency, commission, or board.

d. City is not in breach of any law or regulation, or under any order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherever located, with respect to the Property or the City's present use and operation of the Property.

e. City has not received any summons, citation, directive, notice, complaint, letter or other communication, written or oral, from the United States Environmental Protection Agency or other governmental authority concerning any alleged violation of any environmental law or rule or regulation at the Property and the Property is not currently under investigation for any such violation. Furthermore, neither City nor any third party, has used, generated, manufactured, stored or disposed of any Hazardous Substance in, at, on, under or about the

Property or transported any Hazardous Substance to or from the Property; the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property including, but not limited to, soil and groundwater conditions; the Property has not been subject to, and is not within 2,000 feet of, a deposit of any Hazardous Substance; there has been no discharge, migration or release of any Hazardous Substance from, into, on, under or about the Property; and there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter may be in effect.

f. There is no actual, pending or threatened action, suit, claim, litigation, or proceeding by any entity, individual or governmental agency affecting City or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there is no such action, suit, claim, litigation or proceeding contemplated.

g. There are no contracts, leases, licenses, or other agreements affecting the Property other than in connection with the Project, and to the extent the same are not inconsistent with Developer's rights and benefits under this Agreement.

h. City owns the entire fee simple title to the Property (legal and equitable). On the Closing Date, City shall have good and marketable title in fee simple to the Property, free and clear of all restrictions, liens, leases, encumbrances, rights-of-way, easements, encroachments, exceptions, and other matters affecting title, except for the Transfer Permitted Exceptions.

i. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise.

j. There are no outstanding mechanic's and materialmen's liens or claims of creditors against the Property on the Closing Date that will not be removed by City on the Closing Date.

The above representations and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and the Closing. Without limiting the foregoing, City shall indemnify, defend, and hold harmless Developer and its members, managers, officers, agents, successors, and assigns from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), liabilities, claims, and demands arising out of or resulting from any breach of the foregoing representations and warranties, whether discovered before or after Closing.

9. **Developer's Representations and Warranties.** To induce City to enter into this Agreement and to convey the Property, Developer hereby represents and warrants to the City the following, with the understanding and intention that City is relying upon the accuracy of such representations and warranties. These representations and warranties shall be deemed to be made by Developer to City as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations and warranties shall not be merged into the documents to be executed on the Closing Date). This Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and if such representations and warranties are not true and accurate, City shall have the option of terminating this Agreement by written notice to Developer. The following are the Developer's representations and warranties:

a. Developer is a Delaware limited liability company which was validly formed and organized and is in good standing under the laws of the State of Delaware. Developer has filed with the Secretary of State of Kansas appropriate registrations and is authorized to do business in the State. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms; Developer has full power and authority to enter into and perform the terms and conditions of this Agreement; and the person executing this Agreement for Developer is fully and duly empowered and authorized to so act.

b. There are no pending or, to the knowledge of Developer, threatened legal actions, suits or other legal or administrative proceedings pending or threatened against Developer that, if determined adversely to Developer, would materially adversely affect Developer's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing.

c. To the best of Developer's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Developer.

d. Developer presently has assets (including cash) in sufficient amounts to support Developer's development of the Project in accordance with the terms of this Agreement.

The above representations and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and the Closing.

10. **Condemnation.** If, after the date hereof and prior to Closing, any part of the Property is taken or threatened to be taken by eminent domain or condemnation, City shall notify Developer thereof, and Developer may elect either (a) to terminate this Agreement and the Agreement shall be of no further force or effect and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive Closing or termination; or (b) to consummate Closing as herein provided in which event all condemnation awards or payments shall be paid or assigned by City to Developer at Closing.

11. **Risk of Loss.** The Property shall be held at the risk of City until Closing, after

which the Property will be held at the risk of Developer.

12. **Project Development and Responsibilities.** Following Closing, Developer shall pursue development of the Project on the Property in accordance with the terms of this Section, the City's zoning, building or other regulatory requirements including, without limitation, the City of Liberal, Kansas Code of Ordinances (the "City Code"), and all other applicable laws, as each may be amended from time to time (collectively, "Applicable Laws"). The Project shall consist of speculative industrial buildings (each a "Building" and collectively the "Buildings"). The provisions of this Section 12 shall survive Closing.

a. **Master Plan Approval.** Developer shall develop a preliminary master development plan for the Project that is in compliance with the City Code, including the applicable landscaping requirements set forth therein, and all Applicable Laws, in each case in all material respects (the "Master Plan"). The Master Plan shall show the configuration of the Buildings, streets, parking lots, detention and stormwater ponds and other infrastructure, and other significant Project features, and shall be agreed to between Developer and the City and approved as provided in any development regulations then enacted by City (the "Approved Master Plan"). The Approved Master Plan shall be obtained prior to Closing and shall constitute a condition precedent to Closing. Furthermore, and notwithstanding the foregoing, Developer and the City agree to use good-faith, commercially reasonable efforts to agree upon modifications and amendments to the Approved Master Plan as may be necessary to accommodate a future Tenant or future Tenants (defined herein) within the Project.

b. **Construction Plan Approvals.** Developer shall prepare or cause to be prepared construction and engineering plans for the Project, including, without limitation, its plans for paving, grading, drainage, water, sewer and other public improvements (each such set of plans referred to as "Construction Plans"), all of which Construction Plans shall be materially consistent with the Approved Master Plan. Prior to submittal of a set of Construction Plans to the applicable governmental authority having jurisdiction over the Project (the "Governing Jurisdiction") for review and approval (each a "Construction Plans Approval"), Developer shall deliver the proposed Construction Plans to the City for the City's review and approval.

c. **Building Plan Approvals.** Developer shall prepare or cause to be prepared construction and engineering plans for each Building in the Project (each such set of plans referred to as "Building Plans"), all of which Building Plans shall be materially consistent with the Approved Master Plan and the associated Construction Plans Approval. Prior to commencing with construction of a Building pursuant to Building Plans, Developer shall submit the Building Plans to the Governing Jurisdiction for review and approval (each a "Building Plans Approval"). As used in this Agreement, "Approvals" shall mean, collectively, the Approved Master Plan, Construction Plans Approval, Building Plans Approval, and Developer's receipt of all governmental permits, licenses, and approvals associated with or applicable to the Project that are necessary for Developer to commence and carry out construction of the Project or any portion thereof.

(i) **Initial Building Construction and Leasing.** The initial Building that Developer will construct on the Property (the "Initial Building") shall be so identified on the Master Plan and shall be no less than 20,000 square feet, and further subject to the

Initial Building's Building Plans Approval. During and after Developer's construction of the Initial Building, City and EDC shall use good-faith, commercially reasonable efforts to cause the Initial Building to be leased to a tenant (each such lessee of a Building referred to as a "Tenant" and collectively as the "Tenants") pursuant to lease terms satisfactory to Developer and the City (each such lease between Developer and a Tenant, a "Lease" and collectively the "Leases"). Following the date that is the later of: (a) Developer's receipt of a temporary certificate of occupancy (each a "TCO") for the Initial Building, and (b) Developer's and a Tenant's execution of a Lease for the Initial Building (the date that both (a) and (b) occur being the "Initial Building Completion and Lease-Out Date"), Developer shall within eighteen (18) months following the Initial Building Completion and Lease-Out Date commence construction of the next Building in the Project.

(ii) **Subsequent Buildings Construction and Leasing.** Following the date that is the later of (a) Developer's receipt of a TCO for the most recently constructed Building, and (b) Developer's and a Tenant's execution of a Lease for the most recently constructed Building (each a "Building Completion and Lease-Out Date"), Developer shall within eighteen (18) months following the Building Completion and Lease-Out Date commence construction of another Building in the Project. The Parties shall repeat the foregoing procedure in this subsection (ii) until all Buildings in the Project have been constructed with TCOs issued consistent with the Approved Master Plan.

For purposes of clarity and the avoidance of doubt, it shall be incumbent upon City and EDC to, and City and EDC covenant to use good-faith, commercially reasonable efforts to, continue causing each Building in the Project to be leased to a Tenant pursuant to a Lease. In furtherance of those efforts, Developer shall commit the total sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) for use by the City and/or EDC related to the marketing of the Project.

(iii) **City's Lease or Purchase Obligation.** Notwithstanding the foregoing, if the Initial Building has not been leased in accordance with subsection (i) above on or before the date that is two (2) years after the date of Developer's TCO for the Initial Building (the "Initial Building Leasing Deadline"), the City must choose to either (a) lease the Initial Building from Developer pursuant to a Lease, which Lease may be freely assignable by the City and shall be at the fair market value rental rate, as determined by Developer in its commercially reasonable discretion, for the Initial Building for an initial term of ten (10) years ("City's Lease Obligation"); or (b) purchase the Initial Building from Developer ("City's Purchase Obligation").

If the City chooses City's Purchase Obligation, Developer and the City shall use good-faith, commercially reasonable efforts to prepare, agree to, and have approved by the Governing Jurisdiction a subdivision plat that bifurcates the Initial Building from the remainder of the Property (such resulting parcel the "Initial Building Parcel") so that the Initial Building Parcel can be legally conveyed by Developer to the City. The purchase price shall be a number equal to Developer's actual costs incurred in developing, engineering, permitting, and constructing the Initial Building Parcel and the Initial Building (the "Developer's Actual Costs") plus ten percent (10%) of the Developer's Actual Costs (collectively, the "City's Purchase Price"). For the avoidance of doubt,

Developer's Actual Costs shall include, without limitation, (a) Developer's costs incurred to develop, engineer, permit, and construct any infrastructure for the Project including, without limitation, costs incurred to develop and construct roads in the Project and stormwater retention and detention ponds in the Project, and (b) all attorneys' fees, architectural fees, engineering fees, and other professional fees and expenses incurred by Developer in connection with the development, permitting, and construction of the Initial Building Parcel. In such event, Developer shall convey the Initial Building Parcel to the City by special warranty deed subject only to the Transfer Permitted Exceptions and the Development Permitted Exceptions following Developer's receipt of the City's Purchase Price. For purposes of this subsection (iii), "Development Permitted Exceptions" shall be in addition to the Transfer Permitted Exceptions and consist of any additional exceptions to title dated after the date of Developer's Title Policy and incurred for the purpose of developing the Property. On or before the one hundred twentieth (120th) day prior to the Initial Building Leasing Deadline, and to facilitate the City's mandatory obligation of selecting either (a) or (b) set forth above in this subsection, Developer shall deliver to the City a report of the Developer's Actual Costs together with supporting invoices or other information.

If the City chooses either City's Purchase Obligation or City's Lease Obligation, the Developer's conveyance of the Initial Building Parcel following receipt of the City's Purchase Price, or the City's execution of a Lease for the Initial Building, in either case shall obligate Developer to proceed with construction of the next Building pursuant to subsection (ii). Furthermore, following the Initial Building Completion and Lease-Out Date, the City's Lease Obligation and the City's Purchase Obligation shall terminate and be of no further force or effect solely with respect to the Initial Building.

d. **Restrictive Covenants in Leases.** Developer covenants to include a copy of the recorded Restrictive Covenants as an exhibit to each Lease, and to contain corresponding provisions in each Lease that evidences each Tenant's acknowledgment of the Restrictive Covenants and obligates each Tenant to abide by the Restrictive Covenants' terms.

e. **Changes; Good Faith.** Notwithstanding the foregoing, Developer and City acknowledge that, following the receipt of Approvals, certain changes to said Approvals as well as the Restrictive Covenants may be necessary to accommodate a future Tenant or future Tenants. Accordingly, Developer and the City agree to use good-faith, commercially reasonable efforts to effect modifications to this Agreement, the Approvals, and the Restrictive Covenants (as applicable), in each case in accordance with Applicable Laws and to the extent not then in violation of an existing Lease, to accommodate said future Tenant or Tenants, if necessary.

13. **Undertakings of City Pending Project Completion; City's Covenants.** To induce Developer to enter into this Agreement and to acquire the Property and develop the Project, the City hereby further covenants and agrees with Developer to do the following, with the understanding and intention that Developer is relying upon agreement of the City to comply with and perform such covenants and agreements. These covenants and agreements shall be deemed to be made by the City to Developer as of the Effective Date and as of the Closing Date and thereafter (it being understood that, except as set forth below, such covenants and agreements shall not be merged into the documents to be executed on the Closing Date and shall survive Closing). This

Agreement is contingent upon and subject to the full and complete satisfaction of such covenants and agreements, and if any such covenants and agreements are not satisfied, Developer shall have the option of terminating this Agreement by written notice to the City. The following are the City's additional covenants and agreements:

a. City shall (i) maintain the Property in its condition as of the Effective Date, subject to reasonable wear and tear, and, (ii) continue to maintain the Property until Closing in a good, businesslike manner.

b. City shall not enter into any new agreements affecting the Property without the prior written consent of Developer.

c. The City shall render to Developer all reasonable assistance requested by Developer in obtaining any permits, consents or approvals which Developer believes to be necessary in connection with Developer's development of the Project including, without limitation, the Approvals. Notwithstanding the foregoing, this subsection shall in no way imply or be interpreted as any expectation of the City or obligation on the part of the City to take any specific action on permit applications, plan reviews or other applications which might come before the City's staff or Liberal City Commissioners. It is expressly understood that the City's staff and Liberal City Commissioners retain all discretion as to acting on all regulatory matters that might come before them in accordance with Applicable Laws.

d. The City will use its best efforts to timely (i) obtain approval for all access points from public rights-of-way into the Property, (ii) deliver utilities infrastructure for water, sewer, natural gas, electricity, and telecommunications (including cable and internet) to the Buildings, including obtaining any necessary third party easements and/or condemning third party property for right-of-way to accomplish its covenants set forth in this subsection, and (iii) deliver to Developer, at the City's sole cost and expense, prior to Closing, a survey prepared by a licensed surveyor depicting the location and points of entry of all utility connections (including water, sewer, natural gas, electricity, and telecommunications) serving or intended to serve the Property (the "Utility Survey"), all to the extent necessary for Developer to obtain its Approvals and TCOs. Developer agrees to execute all easement or license agreements, on forms acceptable to Developer in its discretion, reasonably necessary for the City to accomplish its obligations set forth in this subsection.

e. The City will comply with and satisfy all other covenants and obligations imposed upon it as set forth in this Agreement.

f. Following the Closing, the City shall hold bi-monthly meetings with Developer, its agents and employees, to discuss, among other matters related to the Property and Developer's intended development, the City's marketing efforts to secure leasing for the Initial Building and to discuss Requests for Information, Requests for Production, or similar solicitations the City has received from prospective Tenants.

14. **Default.**

a. **Developer's Default.** If Developer defaults under the terms of this

Agreement, the City may, at its election, exercise any right or rights available under this Agreement, including the Right of Reentry Clause, the City's Lease Obligation, or the City's Purchase Obligation.

b. **City's Default.** If the City defaults under the terms of this Agreement, Developer shall be entitled to terminate this Agreement or pursue an action of specific performance against the City. In the event Developer elects to terminate this Agreement as a result of a City default, the City shall reimburse Developer for all of Developer's actual out-of-pocket costs and expenses incurred in connection with this Agreement and the Project, including, without limitation, all attorneys' fees, architectural fees, engineering fees, consulting fees, permitting costs, construction costs, and other professional fees and expenses, within fifteen (15) days following Developer's delivery of an itemized statement of such costs and expenses to the City. Notwithstanding the foregoing, if the remedy of specific performance is not available to Developer following a City default including, without limitation, the City's failure to carry out its development covenants and obligations set forth in Section 13 herein, Developer may upon written notice to the City elect to carry out and complete the City's development covenants and obligations ("Developer's Self-Help Election"). If Developer exercises Developer's Self-Help Election, the Developer may carry out and complete the City's development covenants and obligations in lieu of the City ("Developer's Self-Help Work"). In such event, the City shall be obligated to reimburse Developer for all of Developer's actual out-of-pocket costs incurred in connection with the Developer's Self-Help Work (as evidenced by supplying invoices) ("Developer's Self-Help Costs") within fifteen (15) days following Developer's delivery of supporting invoices for the Developer's Self-Help Costs to the City. Furthermore, and notwithstanding the foregoing, if Developer determines, for whatever reason, that Developer's Self-Help Work cannot practicably be completed, Developer reserves its right set forth above to terminate this Agreement as a result of the City's default, and the City shall reimburse Developer for all of Developer's actual out-of-pocket costs and expenses as set forth herein.

c. **Notice and Cure.** Notwithstanding the foregoing, if a default under any term or covenant contained in this Agreement occurs, the non-defaulting Party shall give the defaulting Party notice of such default, specifying in reasonable detail the nature of the default, and the defaulting party shall have thirty (30) days in which to cure said default; provided, however, that if such default cannot reasonably be cured within said thirty (30) day period, but the defaulting Party has commenced with and continues to use good-faith, commercially reasonable efforts to cure said default within the thirty (30) day period, then such cure period shall be extended to afford the defaulting Party with more time to complete its cure, but for no more than sixty (60) days from the date of the non-defaulting Party's notice of default to the defaulting Party.

d. **Survival.** The terms of this Section 14 shall survive Closing.

15. **Notices.** Any notice to be given to any party hereto in connection with this Agreement shall be in writing and shall be deemed given if hand delivered with signed receipt, sent by electronic mail, or sent by recognized overnight express delivery service with postage prepaid, and addressed as follows:

If to City:

Economic Development Agreement

14

City of Liberal
324 N. Kansas Avenue
Liberal, KS 67901
Attn: City Manager
Email: [TO BE PROVIDED]

With Copy to:

[TO BE PROVIDED]

If to EDC:

Seward County Development Corporation
[ADDRESS]
[ADDRESS]
Attn: [TO BE PROVIDED]
Email: [TO BE PROVIDED]

With Copy to:

[TO BE PROVIDED]

If to Developer:

GVW Ruddell Management, LLC
4680 Pinson Valley Pkwy.
Center Point, AL 35215
Attn: General Counsel
Email: legalcompliance@gvwgroup.com

With Copy to:

Maynard Nexsen PC
227 West Trade Street, Suite 2300
Charlotte, NC 28202
Attn: Chandler R. Pyke
Email: cpyke@maynardnexsen.com

Notices shall be deemed given upon receipt thereof by both the relevant party and persons to whom copies are to be provided for such party, provided that such actual receipt be prior to 5:00 p.m. on a business day (days other than Saturdays, Sundays, and State or Federal legal holidays). If such notices are not received by 5:00 p.m. on a business day as provided above, such notices shall be deemed received on the next subsequent business day. Upon not less than ten (10) days prior notice to the other parties listed above, the parties shall be entitled to change the name, address and/or email address to which notices must be sent for their behalf.

16. **Brokers.** No real estate commissions or brokerage fees shall be paid by Developer or City arising out of this Agreement and the consummation of the transactions contemplated hereby; provided, however, that Developer, City and/or EDC may owe such commissions or fees to brokers in connection with the Leases, which commissions or fees shall be either Developer's, City's, or EDC's, as applicable, sole obligation. Each of the Parties hereby agrees to defend, indemnify and hold harmless the other Parties, their partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) arising out of claims of real estate agents, brokers or finders for a fee, commission or the like. The foregoing indemnifications shall survive Closing or any termination of this Agreement.

17. **FIRPTA.** The Foreign Investment in Property Tax Act (FIRPTA), IRC Section 1445, requires that every purchaser of U.S. property must, unless an exemption applies, deduct and withhold from City's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) City provides Developer with an affidavit, under penalty of perjury, that City is not a "foreign person," as defined in FIRPTA, or (b) City provides Developer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. City and Developer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

18. **Miscellaneous.**

a. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

b. **Assignment.** Except as otherwise set forth in this subsection, nothing herein is intended to confer upon any person other than the Parties and their respective legal representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement. Prior to or following Closing, Developer may assign this Agreement to a Subsidiary which is majority owned by the Developer or an Affiliate of Developer (a "Permitted Assignee") without the consent of the City, provided that the Permitted Assignee agrees to be fully obligated under all terms of this Agreement (collectively, a "Permitted Assignment"). Following a Permitted Assignment, Developer shall be released from any and all liability for the performance of Developer's obligations under this Agreement, and the Permitted Assignee shall be the "Developer" under this Agreement. The term "Subsidiary" means, with respect to any person, any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors (or others performing similar functions of a board of directors if not a corporation (i.e., Managers of a limited liability company)) with respect to such corporation or other organization is directly or indirectly owned or controlled by such person (through ownership of securities, by contract or otherwise). The term "Affiliate" shall mean, with respect to any specified person, another person that controls or is under common control with the specified person. Developer shall not assign any interest in or obligation under this Agreement to

any party other than a Permitted Assignee without the consent of the City, which shall not be unreasonably withheld, conditioned or delayed. The City may not assign this Agreement to any third party. Any assignments made in violation of this subsection shall be void.

c. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

d. **Exhibits.** Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit is hereby made a part of this Agreement.

e. **Applicable Law.** This Agreement shall be given effect and construed by application of the laws of the State of Kansas, without regard to principles of conflicts of laws, and any action or proceeding arising hereunder shall be brought in the District Court of Seward County, Kansas; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it may be brought in the United States District Court for the District of Kansas. Each of the parties consents to jurisdiction and venue in the state and federal courts of Kansas.

f. **Headings.** The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided therein for and only for convenience of reference, and shall not be considered in construing their contents.

g. **Survival.** Each and every warranty, representation, covenant and agreement of City contained in this Agreement shall be deemed to have been made as of the Effective Date and as of the Closing Date and shall survive the Closing and shall not be merged into the Deed or any other document executed and delivered at the Closing, but shall expressly survive and be binding thereafter on the Parties as applicable.

h. **No Waiver by Conduct.** The failure of any Party to exercise any power given such Party under this Agreement or to insist upon strict compliance by the other Party with its obligations under this Agreement shall not, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of such Party's rights to demand exact compliance with the terms hereof.

i. **Pronouns.** Pronouns, wherever used herein, and of whatever gender, shall include natural persons, and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

j. **Non-Business Days and Holidays.** Whenever the last day for the exercise of any right or discharge of any obligation under this Agreement is a Saturday, Sunday or statutory holiday in the State, the party having such right or obligations shall have until 5:00 p.m. CT on the next day other than a Saturday, Sunday or statutory holiday in the State to exercise such right or discharge such obligation.

k. **Attorneys' Fees.** If any litigation between Developer and City relating to

or arising out of this Agreement occurs, the party prevailing in such litigation shall be entitled to recover from the non-prevailing party all reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees and expert witness fees, suffered or incurred by the prevailing party with respect to such litigation.

l. **Discovery of Additional Facts.** City and Developer shall promptly advise the other party in writing of any facts of which City or Developer becomes aware indicating the inaccuracy of any of its representations or warranties contained in this Agreement and, prior to Closing, shall promptly give to the other party copies of any written notices which it receives relating to the Property.

m. **Interpretation and Additional Definitions.** Wherever in this Agreement provision is made for the doing of any act or performing any obligation by either party, such acts or performance shall be done by such party at its own cost and expense unless a contrary intent is expressed. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. The words "including" or "includes" mean "including, but not limited to". The word "any" means "any and all". The word "may" means "may, at its option, but shall not be obligated to". The phrase "laws and regulations" means any laws, ordinances, statutes, rules, regulations or other lawful requirements of any governmental authority. The phrase "governmental authority" means any federal, state or local government or quasi-governmental entity including any agency, department, division or bureau. The terms "person" or "entity" mean and include natural persons, firms, associations, corporations, partnerships, ventures, trusts or any other type of organization. The use of the phrase "without prejudice" in any provision of this Agreement means that the exercise of any express right or remedies shall not preclude or diminish such party's ability to exercise any other rights or remedies, at law, in equity or under this Agreement.

n. **Entire Agreement; Amendments.** This Agreement constitutes the final and entire agreement between the Parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by the Parties hereto.

o. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either Party to perform its obligations in this Agreement due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and all deadlines set forth in this Agreement, including, without limitation, the deadlines set forth in Sections 4 and 12 herein, shall be automatically tolled and extended for a period equivalent to the period of such delay. The affected Party (the "Noticing Party") shall give the other Party notice within five (5) business days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Noticing Party shall use good-faith, commercially reasonable efforts to minimize the effects of such Force Majeure Event. The Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

The phrase "Force Majeure Event" means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, or riots or other civil unrest; (iv) moratorium on the issuance of governmental approvals; (v) governmental authority, proclamations, orders, laws, actions, or requests; (vi) embargoes or blockades in effect on or after the date of this Agreement; (vii) epidemics, pandemics, or other national or regional public health emergencies; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (ix) shortages of supplies, adequate power, or transportation facilities; and (x) other events beyond the reasonable control of the Parties.

[SIGNATURE PAGE FOLLOWS]

It is expressly understood that the Effective Date of this Agreement shall be the date upon which the Agreement is the later of the dates set forth under the Parties' signatures hereto.

Signed, this _____ day of _____, 2026.

CAUTION: READ BEFORE SIGNING

CITY OF LIBERAL, KANSAS

By: _____
Name: _____
Title: _____

Signed, this _____ day of _____, 2026.

CAUTION: READ BEFORE SIGNING

GVW RUDELLELL MANAGEMENT, LLC

By: _____
Name: _____
Title: _____

Signed, this _____ day of _____, 2026.

CAUTION: READ BEFORE SIGNING

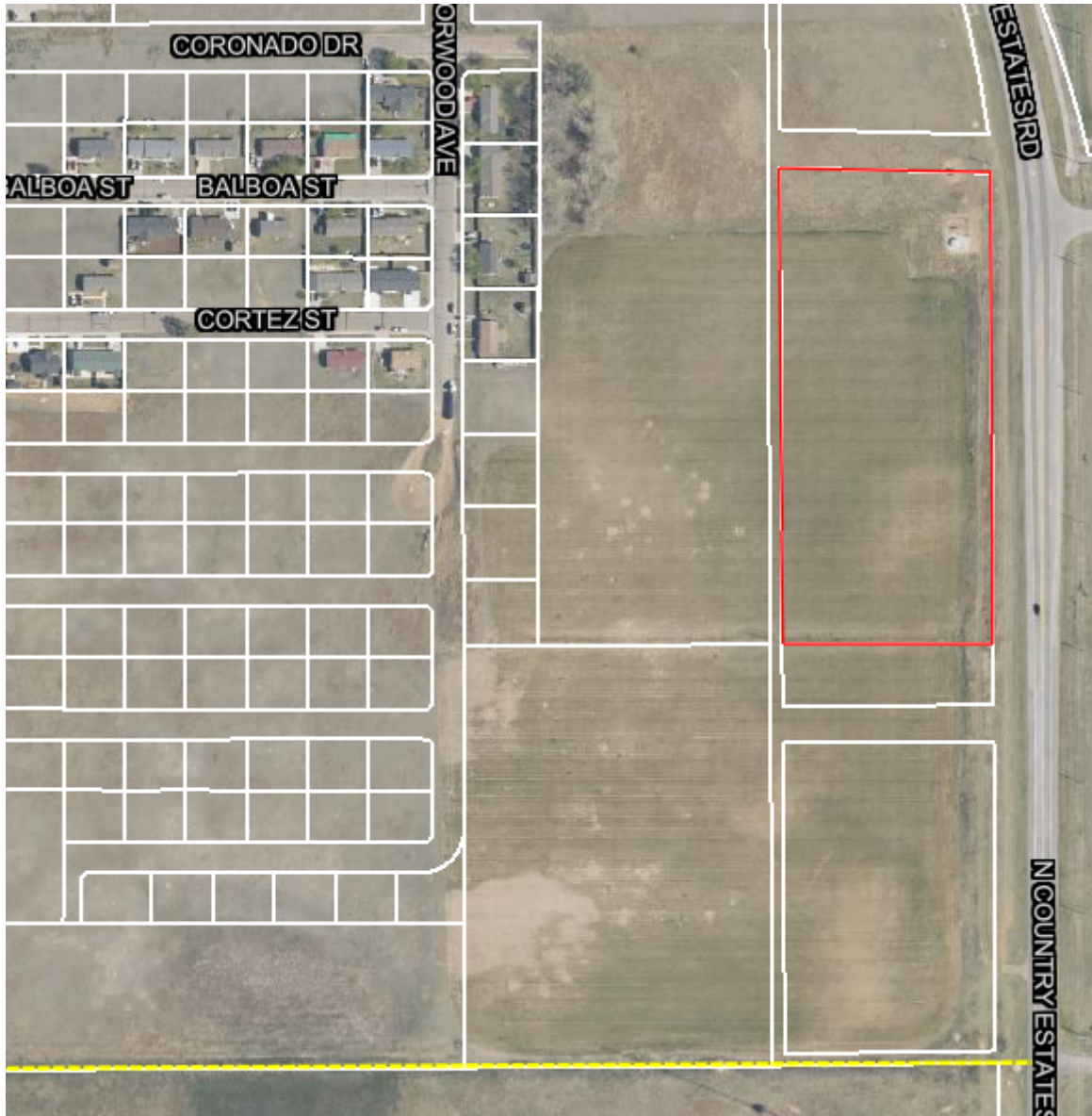
SEWARD COUNTY DEVELOPMENT
CORPORATION

By: _____
Name: _____
Title: _____

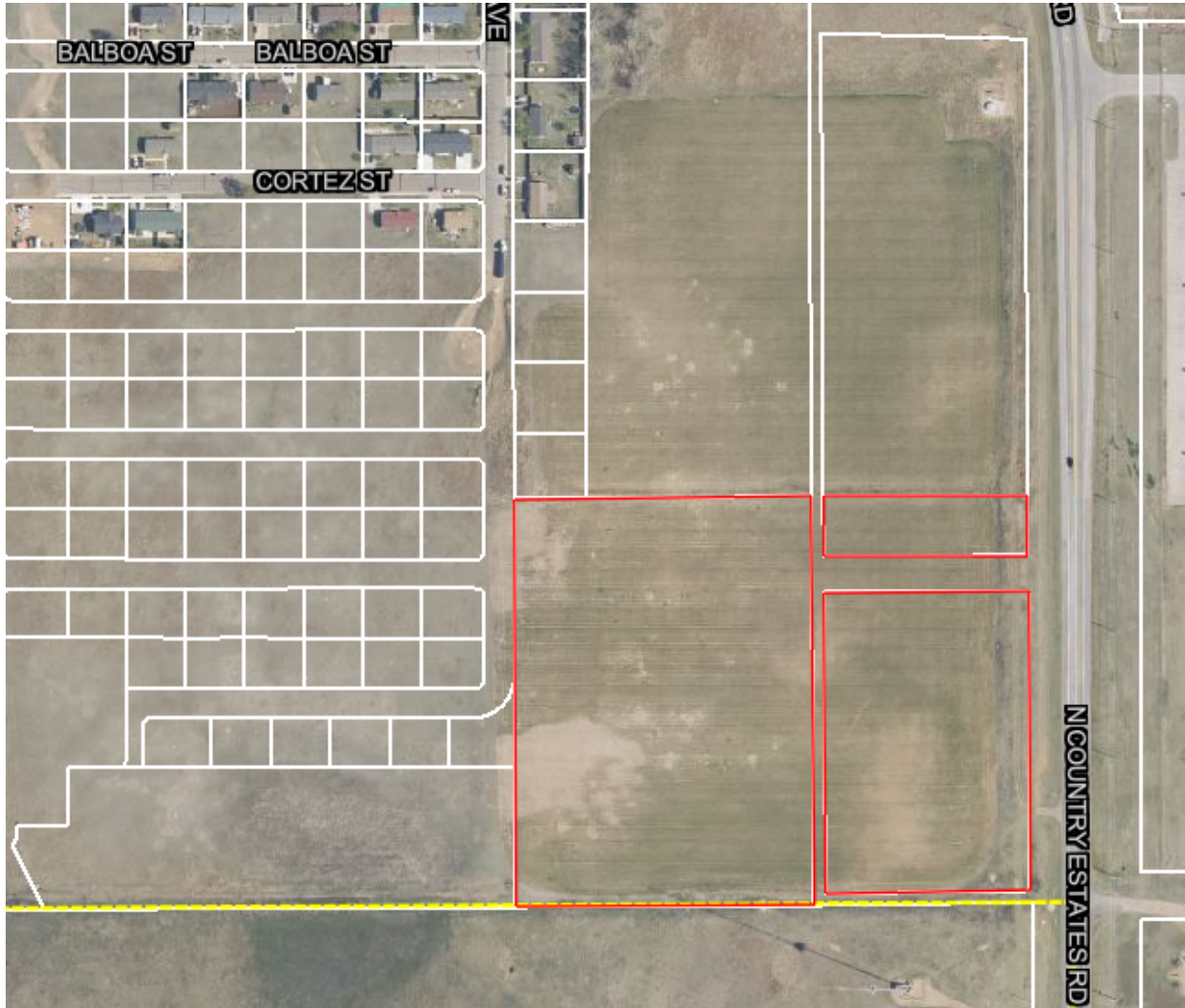
EXHIBIT A

PROPERTY

Parcel Identification Number 0881482801001021000:



Parcel Identification Number 0881482801001020000



Parcel Identification Number 0881482801001019000

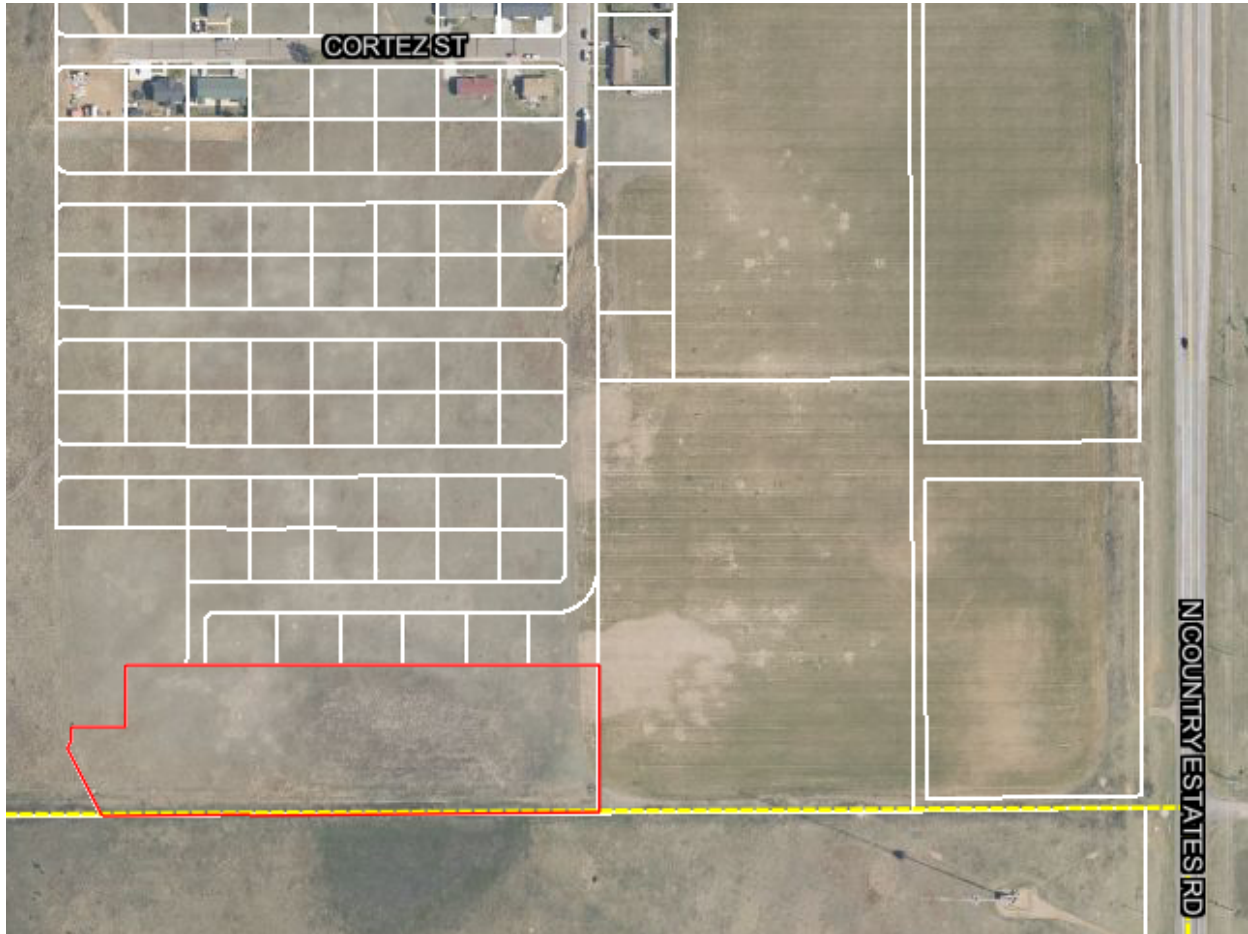


EXHIBIT B

DEED

[CITY TO PROVIDE]

EXHIBIT C
RIGHT OF RE-ENTRY RELEASE
[CITY TO PROVIDE]

EXHIBIT D
RESTRICTIVE COVENANT
[CITY TO PROVIDE]



**CITY OF LIBERAL
CITY COMMISSION WORK SESSION MEETING
June 9, 2026
AGENDA ITEM # 4.b.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Ron Warren
Commissioner Nathan McCaffrey

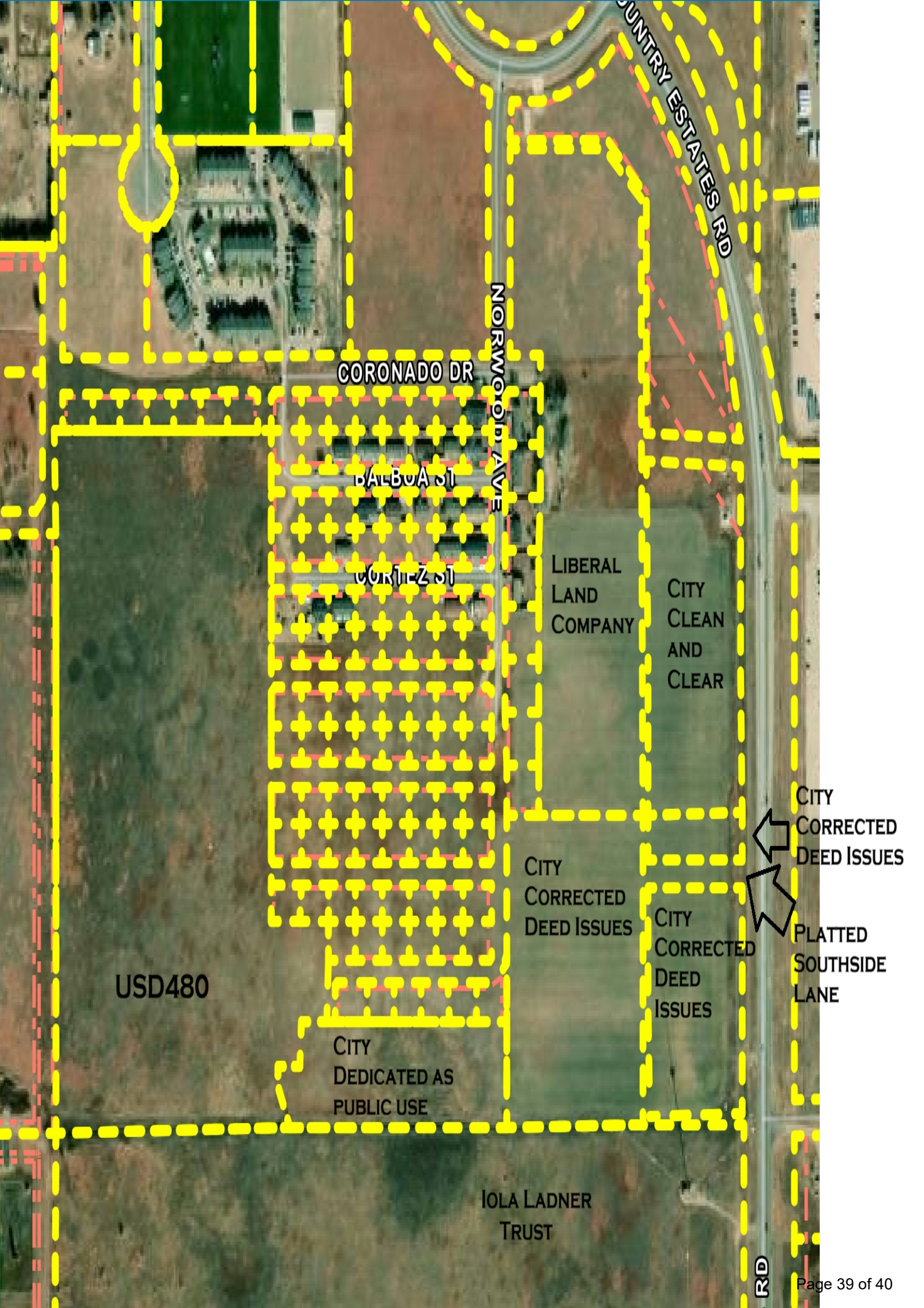
Date: June 9, 2026

From: Scarletta Diseker, City Manager

RE: Land Ownership Discussion

Brian Mannel, Chief Financial Officer, will give an overview of the land ownership in this area and the work he has been doing to address these concerns.

Recommendation:



COUNTRY ESTATES RD

NORWOOD AVE

CORONADO DR

BALBOA ST

CORTEZ ST

LIBERAL
LAND
COMPANY

CITY
CLEAN
AND
CLEAR

CITY
CORRECTED
DEED ISSUES

CITY
CORRECTED
DEED ISSUES

CITY
CORRECTED
DEED
ISSUES

PLATTED
SOUTHSIDE
LANE

USD480

CITY
DEDICATED AS
PUBLIC USE

IOLA LADNER
TRUST

RD



**CITY OF LIBERAL
CITY COMMISSION WORK SESSION MEETING
June 9, 2026
AGENDA ITEM #**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Ron Warren
Commissioner Nathan McCaffrey

Date: June 9, 2026

From:

RE: ADJOURNMENT

Recommendation: