April 19, 2022

Land Bank
City Commission Room, 701 N. Jefferson, Junction City KS 66441

Jeff Underhill
Pat Landes
Nate Butler
Ronna Larson
Matthew Bea

1. **6:50 P.M. - CALL TO ORDER:**
2. **NEW BUSINESS:**
   a. Consideration of Land Bank Minutes for the April 5th, 2022 Meeting. (p.2)
   b. Consider the offer from Shawn Chauncey to purchase Lots 29 & 30, Block 1 of Olivia Farms 2nd Plat in the amount of $5,000.00. (p.4)
3. **ADJOURNMENT:**

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

April 5, 2022 6:50 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, April 5th, 2022 with Chairman Jeff Underhill presiding.

The following members of the Land Bank were present: Jeff Underhill, Pat Landes, Nate Butler, Ronna Larson, and Matthew Bea. Staff present was: Allen Dinkel, Tammy Melton, Lindsay Miller and Britain Stites.

NEW BUSINESS

Land Bank Minutes for March 15th, 2022 Meeting was presented for consideration. Trustee Butler moved to approve Land Bank Minutes for March 15th, 2022 Meeting, seconded by Trustee Larson. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion Carried.

The offer from C&M Management, LLC. to purchase Lots 5 & 6, Block 10 Sutter Woods Subdivision in the amount of $10,000 was presented. City Manager Dinkel gave details and answered questions. Trustee Bea moved to approve the offer from C&M Management, LLC. to purchase Lots 5 & 6, Block 10 Sutter Woods Subdivision in the amount of $10,000, seconded by Trustee Larson. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion Carried.

The offer from Iris & Rodney Garces to purchase Lots 49 & 50, Block 2 Sutter Woods Subdivision in the amount of $10,000 was presented. City Manager Dinkel gave details and answered questions. Trustee Butler moved to approve the offer from Iris & Rodney Garces to purchase Lots 49 & 50, Block 2 Sutter Woods Subdivision in the amount of $10,000, seconded by Trustee Bea. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion Carried.

The Request to Change Land Bank Lot Pricing on Narrow Fronted Lots was presented. City Manager Dinkel and Brad Chauncey gave details and answered questions.

ADJOURNMENT

Trustee Larson moved, seconded by Trustee Bea to adjourn at 6:59 p.m. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 19TH DAY OF APRIL AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR APRIL 5TH, 2022.

_____

Tammy Melton, Secretary Jeff Underhill, Chairman

City of Junction City

Land Bank

Agenda Memo

04-19-2022

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Shawn Chauncey is offering to purchase Lots 29 & 30, Block 1 of Olivia Farms 2nd Plat for $5,000.00.

Options: 1. Accept the offer
2. Reject the Offer
3. Counter the Offer

Staff Recommendation: These lots are not as wide as some, and the argument is it will take two lots to build a larger home. Mr. Chauncey is offering $5,000 for the two lots instead of $10,000 due to the width issue.

Attachments:

Sale Contract, Resolution, Special Warranty Deed and Notice of Sale.

dotloop signature verification: dtlp.us/2yFE-Gkhv-yeeb

FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: SHAWN L. CHAUNCEY

BUYER TAKING TITLE AS: [X] JTWROS **OR** [ ] Tenants in Common

1. **PROPERTY:** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements **(the "Property")** commonly known as:

R1449 & R1450	JUNCTION CITY	KS	66441	GEARY
Street Address (if available)	**City**	**State**	**Zip**	**County**

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
R1449 LOT TWENTY-NINE (29), BLOCK ONE (1), OLIVIA FARMS 2ND PLAT TO CITY OF JUNCTION CITY, GEARY COUNTY, KS 66441
R1450 LOT THIRTY (30), BLOCK ONE (1), OLIVIA FARMS 2ND PLAT TO CITY OF JUNCTION CITY, GEARY COUNTY, KS 66441

(Subject to easements, rights of way and restrictions of record)

There are no leasehold interests or tenant's rights in the subject property except as follows: _____

ZONING: Buyer takes the property subject to the current zoning classification.

2. **PURCHASE PRICE:** The **purchase price** for the **property** is $ 5,000.00
which BUYER agrees to pay as follows:

a. Earnest Money in the form of: ***(check one)***
[X] Personal check **OR** [ ] Other **JUNCTION CITY ABSTRACT TITLE**
in the amount of $ 500.00
Deposited with:
[ ] _____ Listing Broker
[ ] _____ Escrow/Closing Agent
[ ] If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, escrow/closing agent shall be _____

b. Total amount financed by BUYER $ _____

c. Balance of purchase price to be paid on or before closing $ 4,500.00

3. **CLOSING AND POSSESSION:** By **June 15, 2022** ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on **June 15, 2022** at _____, ____. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

4. **ADDENDA/CONTINGENCIES:** The following Addenda (riders, supplements, etc.) are attached and are a part of this Contract ***(Check Applicable):***

[ ] **Contingency for Sale and/or Closing Addendum**
[ ] **Seller's Land Disclosure and Condition Addendum**
[X] **Other:** ADDENDUM 1
[X] **Other:** AERIAL VIEW

5. **CASH SALE:** [X] **Check if Cash Sale.** BUYER shall provide written verification of sufficient funds available to close within _____ days (5 days if left blank) of the effective date of the contract. Buyer may, within _____ days of the effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed appraiser.

dotloop signature verification: dtlp.us/2yFE-Gkhv-yeeb

6. FINANCING TERMS. NEW MORTGAGE: This contract is contingent upon Buyer being approved for a mortgage loan on the subject property in an amount of up to $ _____ from _____ at an interest rate of not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees required by the lender and promptly submit any documentation or information requested or required by the lender.

7. **APPRAISED VALUE CONTINGENCY:** If the final appraised value of the Property, as determined by BUYER'S appraiser, is not equal to or greater than the purchase price, BUYER may cancel this Contract by written notice to SELLER, which notice shall be accompanied by a copy of the appraisal. If within five (5) days after receipt of BUYER'S notice of intent to cancel SELLER does not agree in writing to reduce the purchase price to an amount equal to the final appraised value of the Property, as determined by BUYER'S appraiser; or BUYER and SELLER fail to agree in writing on an acceptable sale price, this Contract shall be canceled and BUYER'S earnest money and any additional deposits shall be returned to BUYER subject to the provisions of Paragraph 9 of this Contract.

8. MAINTENANCE: Until possession or closing, whichever occurs earlier, SELLER shall: maintain the Property in its present condition, remove all possessions, trash, debris and perform ordinary and necessary maintenance to the property.

9. EARNEST MONIES AND ADDITIONAL DEPOSITS: Any Earnest Money or Additional Deposits shall be deposited within five (5) business days of the Effective Date, in an escrow account maintained by Listing Broker or Escrow Agent. BUYER and SELLER agree that the Listing Broker or Escrow Agent may retain any interest earned on escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant toa right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to BUYER, and neither party shall have any further rights or obligations under this Contract, except as otherwise stated. **Provided, notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and Additional Deposits, the parties understand that neither the Listing Broker nor the Escrow Agent can distribute the Earnest Money and Additional Deposits without the written consent of all parties.** If BUYER and SELLER can't agree upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader action. BUYER and SELLER agree that Listing Broker or Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader proceeding including, without limitation, reasonable attorneys' fees and expenses. In the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within 7 days of receipt or failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) days of notice of cancellation of this Contract shall constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified letter.

10. SURVEY: BUYER may, at BUYER'S expense, obtain a legal survey of the property from an engineer/surveyor licensed in the State of Kansas before the closing date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other matters, that would be disclosed by a survey. Prior to the closing date, BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the property or any building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. If SELLER does not remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title SELLER is able to convey without adjustment in the purchase price, or (b) canceling this Contract.

11. EVIDENCE OF TITLE: Prior to the Closing Date, SELLER, at SELLER'S expense, agrees to deliver to BUYER a title insurance commitment from acompany authorized to insure titles inKansas. The title commitment shall commit to insure a marketable fee simple title to BUYER. However, title to the Property shall be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the effective date of the title commitment (the "Permitted Exceptions"). If BUYER notifies SELLER in writing of any objections to title, SELLER shall then make a good faith effort to remedy the defects in title. If SELLER does not remedy the title defects before the closing date, BUYER may elect to waive the objections, extend the closing date a reasonable time for SELLER to remedy the defects or cancel this contract.

12. TAX PRORATION, REASSESSMENT AND CLASSIFICATION: The parties agree that all of the following which become due and accrue during the calendar year in which SELLER'S warranty deed is delivered shall be prorated between the parties as of the Closing Date and, for all years thereafter, all of the following, to the extent permitted by applicable law, shall be assumed and paid by BUYER, interest on

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com JC Land Bank -

dotloop signature verification: dtlp.us/2yFE-Gkhv-yeeb

existing loans to be assumed by BUYER, all general/state/county/school and municipal real estate taxes, homes association dues and fees, special assessments and any other Contractual obligations of SELLER to be assumed by BUYER. If the amount of any item to be prorated for the current year cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. However, if the preceding year's taxes were based on a lesser improved property, taxes will be computed and prorated based on the preceding year's mill levy at the current assessed value, if ascertainable. The parties agree that if the Property has been re-appraised or reclassified within the preceding year and the taxes based on the new value are not available, they will agree to a reasonable estimation of the current year's taxes based on the information available on the Closing Date. BUYER understands that the amount of taxes on the Property may change as a result of reassessment or classification, and the parties agree that neither SELLER nor the Broker shall be responsible for any adjustment or payment of the taxes to either SELLER or BUYER as a result of reassessment or classification.

13. SPECIAL ASSESSMENTS: In accordance with Kansas law, BUYER hereby acknowledges that, if applicable, SELLER has disclosed to BUYER that the subject property is located in an improvement district created pursuant to Kansas law and is or may be subject to a special assessment or fee pursuant to Kansas law. Furthermore, SELLER has disclosed to BUYER the amount of any applicable special assessment or fee or, if the amount of such special assessment or fee is unknown to SELLER, has given to BUYER a good faith estimation of such special assessment or fee. ***(Check one):***

☐ THE SELLER DISCLOSES the estimated annual special assessment tax is _____.

☐ THE SELLER DISCLOSES the actual annual special assessment tax is _____.

14. THIRD PARTY INTEREST. SELLER and BUYER acknowledge that Broker may have a financial interest in third parties providing specialized services required by this Contract including, but not limited to, lender, title insurance company, escrow agent, Closing Agent, and inspectors. **SELLER and BUYER agree that Broker shall not be responsible for the conduct of third parties providing specialized services whether those services were arranged by SELLER, BUYER, or Broker.**

15. NOTICES. Any notice or other communication required may be delivered in person, by facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered. Delivery to or receipt by a party's licensee shall constitute delivery to the party.

16. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS. This Contract and all attachments, amendments and addenda constitute the complete agreement of the parties, supersede all previous agreements, and may be modified or assigned only by written agreement.

17. DEFAULTS AND REMEDIES. SELLER or BUYER is in default if either fails to comply with any material covenant, agreement or obligation within any time limits required. Following a default by either SELLER or BUYER, the other party shall have the following remedies, subject to the provisions of Paragraph 12:

a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.

b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

If as a result of a default under this Contract, either SELLER or BUYER employs an attorney, the defaulting party shall, unless prohibited by law, reimburse the non defaulting party for all reasonable attorney's fees, court costs and other legal expenses incurred by the non defaulting party in connection with the default.

18. SEXUAL PREDATOR NOTICE. Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at http://www.kansas.gov/kbi or by contacting the local sheriff's office.

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com JC Land Bank -

dotloop signature verification: dtlp.us/2yFE-Gkhv-yeeb

19. RADON. Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to www.kansasradonprogram.org.

20. DISCLAIMER. BUYER acknowledges property is being sold without warranties and guarantees of any kind by SELLER or any broker or agent concerning the condition or value of the property. There are no representations or warranties concerning the condition or value of the property made by SELLER or Broker on which BUYER is relying except as may be fully set forth in writing and signed by them.

21. INSPECTIONS. BUYER may, at BUYER'S expense, verify the existing zoning is appropriate for BUYER'S use, conduct environmental or other inspections within _____ days (14 if left blank), the inspection period, of the effective date of this contract. If BUYER'S inspections reveal unacceptable conditions, BUYER may cancel this contract and all earnest money shall be returned to BUYER. Or, BUYER and SELLER may negotiate an acceptable resolution of said conditions. If negotiations are not completed successfully within _____ days (5 if left blank) after SELLER'S receipt of BUYER'S offer to renegotiate, either may cancel this contract with written notice to the other. If BUYER fails to conduct inspections and provide a written report from a qualified third party inspector within the inspection period, BUYER shall have waived any rights provided by this inspection clause.

SELLER and BUYER jointly and severally agree to indemnify and hold the listing and selling brokers harmless any and all claims, actions, damages, liability and expense including, but not limited to, attorneys and professional fees incurred in connection with any preventative, remedial or other clean-up action necessary to comply with all applicable federal, state, and local environmental laws, rules, regulations or ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the property complies with and SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.

Subject to any inspections permitted by the terms hereof, and cancellation of this agreement as allowed herein, BUYER agrees to purchase the property in its present condition only, without representations, warranties or guaranties of any kind by SELLER or any real estate licensee concerning the condition or value of the property. BUYER understands it has been suggested that inspections be performed, that it is important for BUYER to independently investigate conditions at the property and that neither the SELLER nor real estate licensees involved, are experts at detecting or advising on conditions existing at the property. Any express warranty or representation by SELLER or the real estate licensees is specifically set out herein:

_____

_____

22. AGENCY DISCLOSURE. SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

- ☐ SELLER'S Agent
- ☐ Designated SELLER'S Agent **(Supervising Broker acts as a Transaction Broker)**
- ☒ Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker Agreement. SELLER is not being represented.
- ☐ BUYER'S Agent and SELLER is not being represented
- ☐ Designated BUYERS'S Agent **(Supervising Broker acts as a Transaction Broker.)** SELLER is not being represented.

B. Licensee assisting BUYER is functioning as:

- ☐ BUYERS'S Agent
- ☐ Designated BUYERS'S Agent **(Supervising Broker acts as a Transaction Broker)**

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com JC Land Bank -

dotloop signature verification: dtlp.us/2yFE-Gkhv-yeeb

☒ Transaction Broker and BUYER agree, if applicable, to sign a Transaction Broker Agreement. Buyer is not being represented.
☐ SELLER'S Agent and Buyer is not being represented
☐ Designated SELLER'S Agent in BUYER Purchase of the Property **(Supervising Broker acts as a Transaction Broker.)** BUYER is not being represented.

23. SOURCE OF COMPENSATION. Brokerage fees, to include but not be limited to broker commissions and other fees, shall be paid out of escrow at Closing by ☒ SELLER and, or, ☐ BUYER unless otherwise described in the terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand and agree that Brokers may be compensated by more than one party in the transaction.**

24. ADDITIONAL TERMS AND CONDITIONS. **Buyer request the ability to present offer in person at Land Bank Meeting April 19, 2022.**

25. EXPIRATION. This offer shall expire on _____, at _____ o'clock ____ .m. (5:00 p.m. if left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS CONTRACT.

All parties agree that this transaction can be conducted by electronic means according to the Uniform Electronic Transaction Act as adopted in Kansas.

	Shawn L Chauncey dotloop verified 04/14/22 1:00 PM CDT PPRW-OHHM-VPC0-CTOD
SELLER Junction City Land Bank DATE	**BUYER SHAWN L. CHAUNCEY** DATE
SELLER DATE	**BUYER** DATE
COLDWELL BANKER PATRIOT REALTY	**CENTURY 21 GOLD TEAM-REALTORS**
Name of Listing Brokerage (Please Print)	Name of Selling Brokerage (Please Print)
Lance Custer	**Holly Beck**
Name of Licensee Assisting Seller (Please Print)	Name of Licensee Assisting Buyer (Please Print)
_____ / _____	_____ / _____
Listing Licensee Phone # Fax #	Selling Licensee Phone # Fax #
Listing Licensee Email Address	Selling Licensee Email Address
BR0052930	**BR00231512**
Listing Agent License #	Selling Agent License #
BR0052930	**BR00231512**
Supervising Broker License #	Supervising Broker License #

The **Effective Date** shall be the date of final acceptance by the last party to sign this agreement.

FORM CERTIFICATION: *(To be completed by Licensee preparing this form.)*
The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Legal Counsel for the Flint Hills Association of REALTORS®, Inc. The undersigned Licensee further confirms that no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the Licensee's knowledge, no changes have been made to the approved form.

(CHECK ONE)

	Holly Beck dotloop verified 04/14/22 11:51 AM CDT 5AHF-8SJO-FXZP-CKSO
☐ Licensee Assisting Seller	☒ Licensee Assisting Buyer

Approved by Legal Counsel of the Flint Hills Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity of this form, or that it complies in every respect with the law or that its use is appropriate for all situations. Copyright October 2017.

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com JC Land Bank -

dotloop signature verification: dtlp.us/wntA-Y40C-OqCd

ADDENDUM Addendum 1

Addendum to contract dated _____ between:

Junction City Land Bank (Sellers) and

SHAWN L. CHAUNCEY (Buyers) on property located

at R1449 & R1450, JUNCTION CITY, KS 66441

The reference number for the lots to be purchased are R1449 & R1450.

The buyer agrees to pay for the owner title policy, all the title company settlement fees and any closing fees and publication fees associated with the transaction.

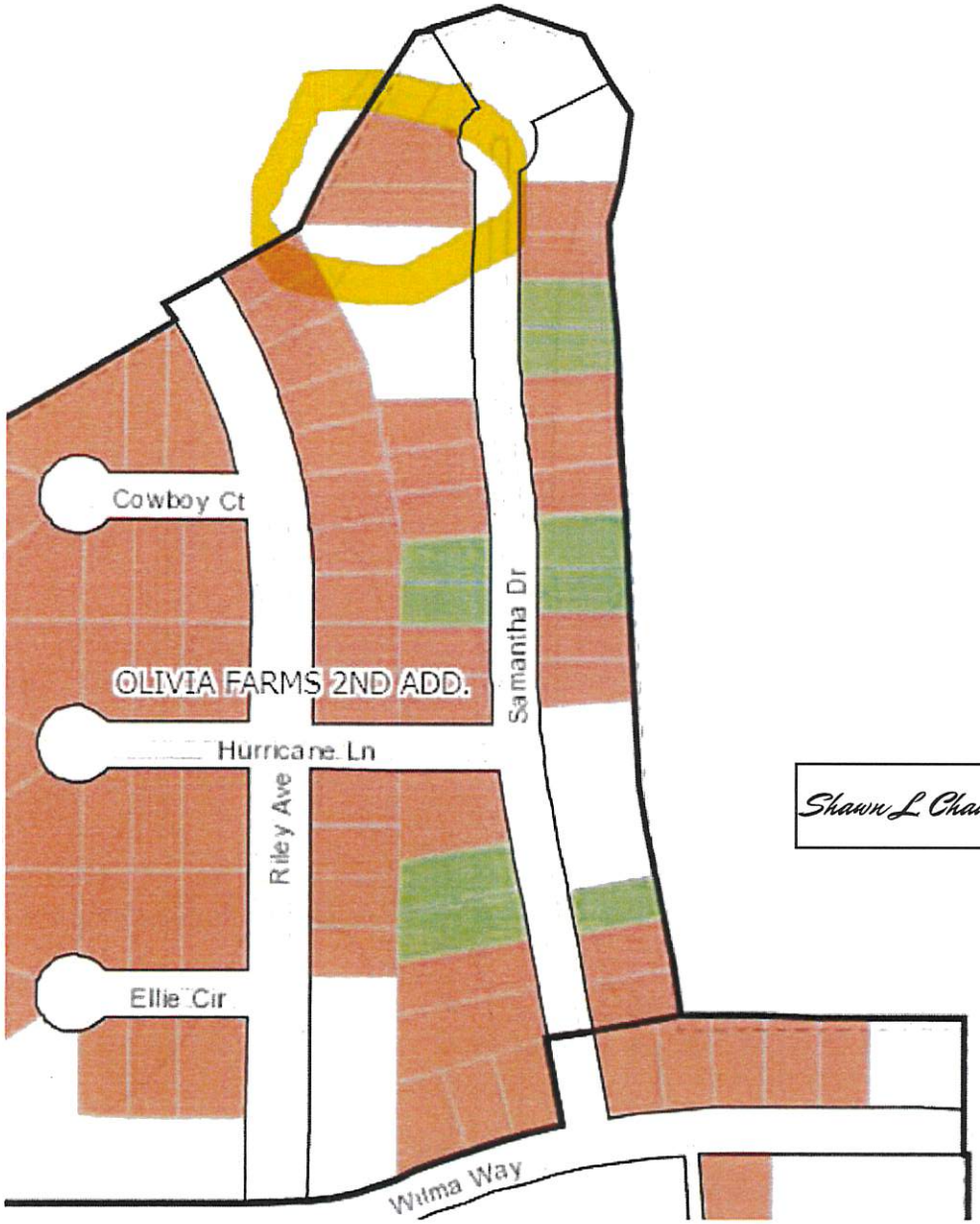
Buyers assume all responsibility for verifying with the appropriate providers the suitability for the lot for buyer's intended building purpose. Buyers further acknowledge that there is currently no electrical power servicing the area. Buyers are responsible for verifying whether gas lines currently exist. Any necessary future improvements to the lots for utilities shall be buyer's responsibility.

Seller warrants that there are no special assessments for land improvements associated with the lot. Buyer does acknowledge that each lot purchases has storm water fees associated with the lot. Once the water meter is installed and in use, the storm water fees become assessed on the water bill. In the absence of a water bill, storm water fees are currently assessed at approximately $40 per lot per year and appear as special assessments on the yearly tax bill.

Buyer understands that the seller will not mow or clear lots of debris prior to or after closing.

		Shawn L Chauncey dotloop verified 04/14/22 1:00 PM CDT EVTB-7J5M-DA9N-FK1Q	
SELLER **Junction City Land Bank**	DATE	BUYER **C&C HOMES, LLC**	DATE
SELLER	DATE	BUYER	DATE

dotloop signature verification: dtlp.us/HM9f-T3r1-0J80



Shawn L Chauncey

dotloop verified
04/14/22 1:00 PM CDT
WVWN-XJ11-7262-QSIU

dotloop signature verification: dtlp.us/w4uW-0lc6-EzBD

POLICY: PRICING OF LOTS IN LAND BANK
POLICY NUMBER: 001
REVISED: FEBRUARY 1, 2022

I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for $5,000.00 (five thousand dollars) per lot.

II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more than one lot that are contiguous/adjacent, then the rebate shall only be applied to one of the lots. A developer may obtain a rebate for each residence or other building built upon a lot(s).
   a. **Build home AND obtain Certificate of Occupancy within one year (12 months) of closing:** The Land Bank will give a rebate of $4,000 to the buyer.
   b. **Build home AND obtain Certificate of Occupancy within two years (24 months) of closing:** The Land Bank will give a rebate of $3,000 to the buyer.

III. **Electric Utility Refund:** Land Bank offers a refund of up to $4,000 per lot if the property does not have full utilities servicing the buyer's lots.
   a. Upon extension of full utility service to the lots, then the buyer shall be eligible for a rebate of up to a maximum $4,000 per lot but is limited to actual cost of utility extension if the value/cost is lower than $4,000 per lot.
   b. To receive a refund, buyer must provide a receipt or invoice from the utility company.
   c. "Full utilities" for the purpose of this refund only pertains to electric utility and no other utilities or other services.

IV. **Developers and Contractors Pricing:** If developers or contractors are the buyer, then they may purchase five (5) or more lots at a price of $2,500 per lot.
   a. To qualify as a developer or contractor for this pricing, then they or an agent of their organization must be a licensed contractor under the Ordinances of the City of Junction City, Kansas including but not limited to Chapter 580.
   b. Developers or Contractors may quality for this pricing. In addition, they may be eligible for up to a $1,500 refund per lot under the same process as listed in III.

V. **Ineligible for Rebate:** If a buyer purchases a lot(s) for a price less than $5,000 per lot or utilizes the Refund or Pricing offered in III or IV, then the buyer is ineligible for the Rebate based upon construction in II.

dotloop signature verification: dtlp.us/w4uW-0lc6-EzBD

VI. **Individual Evaluation**: The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

CITY OF JUNCTION CITY, KANSAS

Jeff Underhill
Chairman of the Land Bank

ATTEST:

Tammy Melton, City Clerk

CITY OF JUNCTION CITY, KANSAS 1859

Shawn L Chauncey dotloop verified 04/14/22 1:00 PM CDT CTHP-7MMV-O4DD-VTXN

Buyer Date

Buyer Date

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

SLC
04/14/22
1:00 PM CDT
dotloop verified

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(Olivia Farms Subdivision)

THIS DECLARATION (the "**Declaration**") is made effective the 13th day of September, 2007 (the "**Effective Date**"), by Fort Development, L.L.C., a Kansas limited liability company (referred to in this Declaration as "**Declarant**").

RECITALS

1. Declarant is the legal and/or equitable owner of certain real property located in Geary County, Kansas (the "**Real Estate**"), which Real Estate is described in Exhibit "A" attached to and, by reference, made a part hereof.

2. Declarant desires to place certain covenants, conditions, restrictions, easements, charges and liens upon the Real Estate for the benefit of Declarant, its successors, assigns, and its future grantees, and to protect the value and desirability of the Real Estate.

3. Declarant hereby agrees that the Real Estate shall be subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration.

DECLARATION

NOW, THEREFORE, Declarant declares that the Real Estate is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens described in this Declaration, for the purposes of (i) enhancing and protecting the value, desirability and attractiveness of the Real Estate, (ii) encouraging and assisting the orderly economic development of the Real Estate, (iii) increasing the public benefit to be derived from the Real Estate, (iv) preserving the amenities and for the maintenance of the same located on the Real Estate, (v) promoting the efficient development of the Real Estate, and (vi) protecting the owners, lessees and sublessees of property against incompatible uses of surrounding property, and (vii) promoting safety to life, health and property in the area. These easements, covenants, restrictions and conditions shall run with the Real Estate and shall be binding upon all parties having or acquiring any right, title or interest in the Real Estate, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

1. "**Declarant**" shall mean and refer to the Declarant described above.

2. "**Duplex Unit**" shall mean and refer to each individual residential portion of a duplex ("**Duplex**") constructed and located on a single Lot (i.e., each Duplex shall consist of two or more Duplex Units on each Lot) described on Exhibit B, attached to and, by reference, incorporated in this Declaration.

3. "**Olivia Farms Subdivision**" shall mean and refer to the Real Estate described above.

4. "**Olivia Farms Standard**" shall mean the standard of conduct, maintenance, or other activity generally prevailing in Olivia Farms Subdivision. That standard may be specifically determined and set forth by the Architectural Control Committee.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

5. "Lot" shall mean and refer to any subdivision of the Real Estate pursuant to the Plat.

6. "Member" shall mean and refer to each Owner as provided herein.

7. "Mortgagee" shall mean and refer to any person, persons, or entities holding a first mortgage secured by a Lot and improvements thereon.

8. "Owner" shall mean and refer to the record owner or owners, whether one or more persons or entities, of the fee simple title to a Lot, including a contract purchaser of a Lot who has complied with the provisions of this Declaration. The term "Owner" shall not mean any mortgagee unless and until such mortgagee has acquired fee simple title to a Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

9. "Person(s)" shall mean a natural individual(s), corporation, partnership, limited liability company, trustee, or other legal entity capable of holding title to real property.

10. "Plat" shall mean and refer to the subdivision plat of all or any part of the Real Estate.

11. "Real Estate" shall mean and refer to the submitted land described herein.

12. "Residential Unit" shall mean and refer to one single-family, detached residential building located on a single Lot.

13. "Unit" shall mean and refer to any Residential Unit or Duplex Unit.

14. Other terms may be defined in specific provisions contained in this Declaration and shall have the meaning assigned in such definition.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

The Real Estate described herein, also referred to as the "Submitted Land," shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

ARTICLE III
NEW CONSTRUCTION, IMPROVEMENTS, AND ALTERATIONS

1. Declarant's Control of the Architectural Control Committee. Notwithstanding anything in this Declaration to the contrary, Declarant shall maintain absolute and exclusive control over the Architectural Control Committee, including the appointment of all members of the Architectural Control Committee, until ninety percent (90%) of the Lots in Olivia Farms Subdivision (as it exists from time to time) have been sold by Declarant to third parties. Until such time, only Declarant will be entitled to cast any votes with respect to the election and removal of members of the Architectural Control Committee. Declarant may (but shall not be required to), at any time, voluntarily relinquish all or any part of Declarant's control and rights under this Section.

2. Architectural Control Committee. There is hereby established an Architectural Control Committee, which shall consist of two (2) persons, as follows: Jim Teague and Paul Werner. A majority of the Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. If, however, (i) by death or resignation of all the members of the Committee, there shall be no remaining

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

members of the Committee who can name successors, and (ii) Declarant shall not have the power to name members of the Architectural Control Committee in accordance with Paragraph I of this Article, and only in such events, a majority of the Owners may elect new members of the Architectural Control Committee at an annual or special meeting of such Owners.

3. **Enforcement**. The Architectural Control Committee shall have the authority and standing, on behalf of the Architectural Control Committee, to enforce in courts of competent jurisdiction, decisions of the Architectural Control Committee established in this Article. Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant or decision of the Architectural Control Committee either to restrain violation or recover damages, or both.

4. **New Construction**. No Unit or any other building, or construction of any kind, shall be erected, placed, or performed on any Lot until construction plans and specifications, including, but not limited to, specifications on exterior materials and colors, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to type of materials, exterior colors, harmony of external design with existing structures, location of the Unit on the Lot, finished grade elevation, front and side yard planting and landscaping plan. The term "construction," as used in this Article, shall include within its definition staking, clearing, excavating, and other similar site work. The Architectural Control Committee shall have complete discretion as to the extent of detail required in plans and specifications to be submitted to it, and may waive any submission requirement called for by this Article. The Architectural Control Committee may approve several standard or prototype plans for such Units and limit building plans to such standard or prototype plans.

5. **Improvements and Alterations**. No Owner may paint or otherwise decorate or change the appearance of any exterior portion of his Unit or the grade or topography of his Lot without the prior written consent of the Architectural Control Committee. No permission or approval shall be required to (i) repaint in accordance with an originally approved color scheme, (ii) to rebuild in accordance with originally approved plans and specifications or (iii) to decorate any Unit or other improvement or Lot with temporary seasonal decorations that do not constitute a nuisance or annoyance to the neighborhood or which detract from the attractiveness of Olivia Farms Subdivision. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Unit or to paint the interior of his Unit any color he or she desires.

6. **Approval or Disapproval of Plans**. The Architectural Control Committee shall have twenty (20) days following submission in writing by the owner of required plans, specifications, and other information, in which to approve or disapprove such plans and specifications, or to request additional information reasonably required by the Architectural Control Committee. If the Architectural Control Committee shall fail to approve or disapprove such plans, or to request additional information within such twenty (20) day period, the plans shall be deemed to be approved and the requirements of this Article shall be deemed to have been fully complied with. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Declaration and upon approval by the applicable governmental agency authorized to issue building permits, a copy of such plans and specifications and a copy of all building permits as approved shall be deposited among the permanent records of the Architectural Control Committee and a copy of such plans and specifications and building permits bearing such approval in writing, shall be returned to the applicant submitting the same.

7. **Limitations**. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee shall be commenced within six (6) months following the date upon which such plans and specifications are approved, and shall be substantially complete within twelve (12) months following the date of commencement or within such longer period as the Committee shall specify in its approval. In the event construction is not commenced within such period, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications or any

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

elements or features thereof in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

8. **Certification of Compliance**. Upon the completion of the construction or alteration of any Unit, or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee, the Committee shall, at the request of the Owner, issue a certificate of compliance which shall be prima facie evidence that the Unit, building, or other improvements or structures referred to in the certificate have been approved by the Committee and constructed or installed in full compliance with the provisions of this Article, and with such other provisions and requirements of this Declaration as may be applicable.

9. **Rules and Regulations**. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations ("**Rules and Regulations**") regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Control Committee, upon approval by a majority of the Architectural Control Committee, may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committees shall be final except that any Owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Architectural Control Committee of the Architectural Control Committee, and, upon the written request of such Owner, shall be entitled to a hearing before the Architectural Control Committee. The vote of a majority of the Architectural Control Committee shall be required to reverse or otherwise modify any decision of the Architectural Control Committee.

10. **Right to Remove or Correct Violations**. In the event any Unit, building, or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the required approval of the Architectural Control Committee, and, upon written notice from the Architectural Control Committee or the Architectural Control Committee, such Unit, building, or other structure or improvements shall be promptly removed. In the event it is not removed, or the violation is not otherwise terminated within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Architectural Control Committee shall have the right, through its agents and employees (but only after a resolution of the Architectural Control Committee or the Architectural Control Committee) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation. The costs (including court costs and attorneys' fees) incurred by the Architectural Control Committee to enforce the provisions hereof may be assessed against the Lot upon which such violation occurred. When the costs are so assessed, a statement of such costs shall be delivered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects. The Architectural Control Committee shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any other provisions or requirements of this Declaration, exist on such Lot; and neither the Architectural Control Committee nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IV
EASEMENTS

In addition to easements hereinbefore or hereinafter specifically created or reserved, the following non-exclusive, perpetual easements are hereby created or reserved:

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

1. **Easement to Architectural Control Committee**. An easement is hereby created in favor of the Architectural Control Committee, permitting it to enter into or upon any Lot for the purpose of performing its powers and duties as described herein. The right established in this paragraph shall be exercised in a reasonable manner.

2. **Easement for Utilities**. Declarant shall have and hereby reserves easements to authorize the location, construction, maintenance and use of such portions of the Real Estate as Declarant may designate for drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, cable television conduits and lines, community television antenna lines, fire warning and security systems and other utility lines and conduits for any and all purposes.

3. **Easement for Area Marker**. An easement is hereby created in favor of the Declarant, permitting it to enter on, over and under certain Lots located at the entry of the Real Estate, for the purpose of constructing, maintaining, landscaping, repairing, and replacing an area marker (or markers) displaying the name "Olivia Farms Subdivision," or a name similar thereto, with approximate dimensions of any such area marker not to exceed eight feet in height, by twelve feet in length, together with the right to construct and maintain electrical utility service to the area marker (or markers) for lighting.

4. **Landscape and Drainage Easement**. An easement is hereby created in favor of the Declarant, permitting it to enter on, over and under the Real Estate, for the purpose of maintaining and correcting landscaping and drainage of surface water, and to insure reasonable standards of health, safety and appearance. Such easement expressly includes the right to trim, cut and remove any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary for such purposes, following which the Declarant shall restore the affected property to its original condition to the extent reasonably practicable. The Architectural Control Committee shall give reasonable notice of its intent to take any such action provided under this paragraph to all affected Owners, unless in the sole discretion of the Architectural Control Committee, an emergency exists which must be remedied before such notice could reasonably be given. The reservation of an easement and right under this paragraph shall in no way be construed or interpreted to imply an obligation on the Architectural Control Committee to maintain and correct the landscaping and drainage of surface water within the Real Estate.

5. **Encroachment**. An exclusive, perpetual easement is hereby established and reserved for the benefit of each Lot and Duplex Unit, as dominant tenement, and the adjoining Lot and Duplex Unit as the servient tenement, to the extent that the servient tenement may be encroached upon, used, or occupied by the Owner or Owners of the dominant tenement as a result of any construction errors, errors in survey, errors in platting, the design or construction of the Duplex, movement or subsidence of the Duplex or other improvements located upon any such Lot, or any portion thereof.

6. **Easements Run with the Land**. All easements and rights herein established shall run with the land, and unless in gross, shall inure to the benefit of and be binding upon the Owners of all Lots and Units located within the Real Estate, and their successors, heirs, and assigns, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE V
USE RESTRICTIONS

1. **Land Use**. None of the above-described Real Estate or the Lots may be improved, used or occupied for other than residential purposes.

2. **Minimum Building Size and Restrictions**:

(a) The total square footage of the ground floor of any Unit shall be established by the Architectural Control Committee and attached as an addendum to this Declaration.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

(b) The roof of each Unit shall be of timberline-quality shingles or better, or such other substitute approved by the Architectural Control Committee.

(c) Each Unit shall have an attached or detached two-car garage, or larger.

3. Building Location. Every building, structure, or other improvement other than a wall or fence, which is erected or placed upon any Lot (excluding uncovered terraces or steps) shall be set back in accordance with the ordinances of the City of Junction City, Kansas, except that the following described minimum distances from Lot lines shall apply to the Lots described below:

Lot/Block	Front Setback	Rear Setback	Side Setback
Block Three, Lots 1-14	25'	25'	5'
Block Four, Lots 1-35	25'	25'	5'
Block Four, Lot 36	12'	8'	5'
Block Five, Lot 1	12'	8'	5'
Block Six, Lot 1	12'	8'	5'
Block Seven, Lot 1	12'	8'	5'
Block Eight, Lot 1	12'	8'	5'
Block Nine, Lot 1	12'	8'	5'
Block Eleven, Lot 1	12'	8'	5'
Block Twelve, Lots 1, 3-30	25'	25'	5'
Block Twelve, Lot 2	12'	8'	5'
Block Thirteen, Lot 1	12'	8'	5'
Block Fourteen, Lot 1	12'	8'	5'
Block Fifteen, Lot 1	12'	8'	5'
Block Sixteen, Lot 1	12'	8'	5'

4. Unfinished or Damaged Building. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in a damaged condition longer than six (6) months after the date of damage.

5. Easements. Easements for installation and maintenance of utilities and drainage facility are reserved as described in this Declaration and as shown on the recorded Plat for the subdivision within which the Real Estate is located. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow or water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, or utility company, is responsible.

6. Nuisances and Maintenance of Lots. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners of the Lots or Units. Each Owner shall refrain from making or permitting any disturbing noises by such Owner, such Owner's family, employees, agents, visitors, licensees, lessees and pets and shall refrain from permitting anything by such persons or such pets that will interfere with the rights, comfort, or convenience of the other Owners. Each Owner shall maintain his Lot in a sightly manner, and remove all debris and unsightly objects therefrom.

7. Temporary Structures and Outbuildings. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be placed or used on any Lot any time as a residence, either temporarily or permanently.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

8. Clothes Lines. No clothes lines, clothes racks or clothes hangers shall be constructed or used unless completely concealed within enclosed areas of a Lot or Unit.

9. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one (1) sign of not more than five (5) square feet advertising the Lot or the Unit thereon for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. No professional or commercial signs of any type or form shall be allowed.

10. Oil and Mining Operations and Oil Tanks. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for storage of fuel may be maintained above or below the surface of the ground on any Lot.

11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

12. Garbage and Refuse Disposal. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be permitted to remain in front yards or driveways except as may be reasonably necessary for trash and refuse pick-up by the City of Junction City, Kansas, or a refuse collection service operating in addition to, or in lieu of, the City of Junction City, Kansas.

13. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any street within or adjacent to Olivia Farms Subdivision shall be placed or permitted to remain on any corner lot within the Real Estate, except for an area marker (or markers) and landscaping in connection therewith. No tree shall be permitted to remain within such distances of any intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Overhead Wires Prohibited. No power, telephone service, or cable television connection lines may be erected or maintained above the surface of the ground on any of the Lots, except such power, telephone service or cable television connection lines, or their replacements, that may exist on the date of this Declaration.

15. Fencing. Fencing shall be compatible with style, character, and materials of the Unit on a Lot and other adjacent fencing on contiguous Lots and must be approved by the Architectural Control Committee. No chain link or similar wire fencing shall be permitted.

16. Drainage. Each Owner shall refrain from interference with the established drainage pattern over his Lot or from adjoining or other Lots, and shall make adequate provision for proper drainage from any such other Lot in the event the established drainage over his Lot is changed or altered.

17. Vehicle Repair. No major repair, rebuilding, or maintenance of any vehicle shall be permitted except within the private enclosed garage appurtenant to a Unit. No major repair, rebuilding, or maintenance of any vehicle shall be permitted in any open parking areas. This restriction shall include, but is not limited to, automobiles, trucks, campers, trailers, and boats.

18. Commercial Vehicles, Campers, Camper Trailers, and Recreational Vehicles. No trucks, commercial-type vehicles, boats, or boat trailers, campers, camper trailers or other recreational vehicles shall be stored or parked on any Lot, except while parked in a closed garage, nor parked on any residential street in Olivia Farms Subdivision, except while engaged in delivery to or from a residence in the subdivision.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

19. **Swimming Pools**. No swimming pool shall be installed which is above the ground level or above the grade of the Lot on which it is located. This prohibition shall not, however, restrict an Owner from placing a small swimming pool for children on his Lot, so long as such pool shall not exceed six (6) feet in diameter and two (2) feet in depth.

20. **Basketball Goals**. No basketball goal shall be attached to any part of a Unit or placed on any Lot, including, without limitation, any free standing basketball goals (i.e., attached on separate poles), whether such free standing basketball goals are permanent, removable or roll-aways.

21. **Leasing**. No Unit shall be rented for transient purposes, or, without the prior written approval of the Architectural Control Committee, to more than three (3) persons who are not related by blood or marriage. No Unit Owner shall be entitled to rent a Unit if the Owner is delinquent in the payment of any assessment required by this Declaration. Any lease or rental agreement pertaining to a Unit shall be approved by the Architectural Control Committee prior to any lessee or tenant taking occupancy thereunder. All leases or rental agreements shall contain a provision to the effect that the rights of the tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of this Declaration.

22. **Storm Doors**. All storm doors must be approved in advance of installation by the Architectural Control Committee.

23. **Planned Development District Regulations**. Any Lot (a "PDD Lot") that is or becomes part of a planned development district (a "PDD") shall be subject to Chapter 435 of the Junction City Code, as amended from time to time, and shall comply with the terms and conditions imposed by the PDD. To the extent compliance with the terms, conditions, covenants, easements and restrictions imposed by this Declaration would cause any PDD Lot to violate any condition imposed by a PDD or Chapter 435 of the Junction City Code, as amended from time to time, the terms of the PDD shall supercede the terms of this Declaration.

24. **Limitation of Restrictions**. Notwithstanding anything herein to the contrary, Declarant, and Declarant's grantees and assigns, may, while constructing and selling Units, on any Lot or Lots, maintain such facilities upon the Lot or Lots as, in Declarant's sole discretion, may be necessary or convenient, including but without limitation, offices, storage areas, model units, and signs.

ARTICLE VI
LOTS AND UNITS SUBJECT TO DECLARATION

All present and future Owners of Lots and Units, and tenants and occupants of the Units shall be subject to and shall comply with the provisions of this Declaration, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease or occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot situated thereon, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease thereof. Failure of an Owner to comply with this Declaration shall entitle the Architectural Control Committee or other Owners to the following relief, in addition to the remedies that may be provided by law:

(a) **Enforcement**. The Architectural Control Committee, any Owner, and with respect to any PDD Lot, the City of Junction City, Kansas, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Architectural Control Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Architectural Control Committee shall have the further right to levy fines up to and including One Thousand Dollars ($1,000.00), against any Owner who has breached or threatens to breach any of the provisions of this Declaration and to charge such fine, together with costs of enforcement and

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

attorney fees, as an assessment against such Owner's Lot, which assessment may be enforced by filing a lien statement against such lot in the office of the Geary County Register of Deeds.

(b) **Negligence**. An Owner shall be liable for the expense of any maintenance, repair, or replacement to or of the Real Estate, or any Lot, including his own, rendered necessary by his act, neglect or carelessness, or by that of any member of his household, or his or their guests, employees, agents or lessees.

(c) **Costs and Attorneys' Fees**. In the event of any enforcement action, fine, lien statement, or other proceeding arising because of an alleged failure of an Owner to comply with the terms of the Declaration, the Architectural Control Committee shall be entitled to recover the costs of the enforcement action or proceeding, including such reasonable attorneys' fees as may be incurred by the Architectural Control Committee.

(d) **Abating and Enjoining Violations by Owners**. The violation of any of the Rules and Regulations adopted by the Architectural Control Committee or the breach of any provision of this Declaration, shall give the Architectural Control Committee the right, in addition to any other rights set forth herein: (a) to enter on or in the Lot on or in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Architectural Control Committee shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(e) **Remedies Cumulative**. All rights, remedies and privileges granted to the Architectural Control Committee or the Owners, pursuant to the terms, provisions, and covenants of this Declaration, shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE VII
AMENDMENT

1. **Amendments to Declaration**. Amendments to this Declaration, including, without limitation, any amendments, changes, alterations, modifications, supplements, deletions of existing provisions, and additions of new covenants and provisions (collectively, "**Amendment or Amendments**") shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire Amendment. Except as otherwise specifically provided for in this Declaration, any proposed Amendment must be approved by seventy percent (70%) of the Owners of all of the Lots.

2. **Effect of Amendment**. It is specifically covenanted and agreed that any Amendment to this Declaration properly adopted will be completely effective to amend any and all of the easements, covenants, conditions and restrictions contained herein which may be affected and any or all clauses of this Declaration, unless otherwise specifically provided in the Section being amended or the Amendment itself.

3. **Required Approvals**. Notwithstanding any provision of this Article to the contrary, until 90% of all the Lots in Olivia Farms Subdivision, as it exists from time to time, have been conveyed by Declarant to third parties, this Declaration may not be amended by the Owners pursuant to this Article without the written consent of Declarant, which may be withheld for any reason.

4. **Declarant's Right to Amend**. Notwithstanding any other provision of this Declaration except paragraph 5., below, until 90% of all the Lots in Olivia Farms Subdivision, as it exists from time to time, have been conveyed by Declarant to third parties, Declarant reserves the sole and absolute right to adopt and approve

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Amendments to this Declaration without the approval of any Owner or other Person; provided, however, that no such Amendment shall have the effect of changing the Plat of an Owner's Lot without the consent of the Owner.

5. **PDD Lots**. Notwithstanding anything in this Declaration to the contrary, no amendment to this Declaration shall be effective against any PDD Lot unless such amendment is approved by the City Governing Body in accordance with Section 435.030(A)(6) of the Junction City Code, as amended from time to time.

ARTICLE VIII
PARTY WALLS AND ROOFS

Except as expressly provided herein, each wall which is built as a part of the original construction of a Duplex Unit upon a Lot and placed on the dividing line between two Duplex Units shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of maintaining said party wall shall be borne equally by the Owners on either side of said party wall, except if either of the adjoining Owner's negligence shall cause damage or destruction to said party wall, such negligent Owner shall bear the entire cost of repair or reconstruction. If either Owner shall neglect or refuse to pay such Owner's share, or all of such cost in the case of negligence, the other Owner may have such party wall repaired or restored, and shall be entitled to have a mechanic's lien on the Duplex Unit of the Owner so failing to pay, for the amount of such defaulting Owner's share of the repair or replacement cost. Neither Owner shall alter or change said party wall in any manner, interior decorations excepted, and said party wall shall always remain in the same location as presently erected, and each Owner of said common or division wall shall have a perpetual easement in that part of the premises of the other on which said wall is located, for party wall purposes. All provisions as described herein in regard to party walls shall, in addition, apply to patio and garage partitions when separating adjoining Duplex Units. The exterior of adjoining Duplex Units shall be painted a uniform color, and neither Owner shall materially alter or change the exterior appearance of adjoining Duplex Units in any manner without the written consent of the adjoining Duplex Unit Owner and the Architectural Control Committee, including, without limitation, exterior siding, color of exterior paint, and color, type, or minimum quality of roofing materials. Each Owner shall bear the actual cost of maintaining, repairing and/or replacing that portion of the roof covering such Owner's Duplex Unit. If a roof is in need of replacement on any Duplex Unit, the Owner of such Duplex Unit shall make a reasonable effort, in good faith, to coordinate with the Owner of the adjoining Duplex Unit to replace the entire roof on both such adjoining Duplex Units, with each such Owner being responsible for his/her proportionate share of the cost of such roof replacement; provided, however, that neither such Owner can be forced to replace a roof against his/her decision. The easements and agreements hereby created are and shall be perpetual, and shall be construed as covenants running with the land, and shall inure to the benefit of and be binding upon the Owners of all Lots and Duplex Units located within the Real Estate, and their successors, heirs, and assigns, whether or not such easements and agreements are mentioned or described in any deed of conveyance.

ARTICLE IX
GENERAL PROVISIONS

1. **Duration**. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Real Estate subject to this Declaration, and shall inure to the benefit of and be enforceable by the Architectural Control Committee, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy percent (70%) of the outstanding votes of the then Owners of the Lots has been recorded, agreeing to abolish these covenants, conditions, and restrictions, or to change them in whole or in part; provided, further, that no such agreement to change shall be applicable to existing buildings on the properties; and provided, further, that no such change shall be effective on less than thirty (30) days' prior written notice to all Owners.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

2. **Severability**. The invalidity in whole or in part of covenants or restrictions, or any paragraph, subparagraph, sentence, clause, phrase or word, or other provision of this Declaration shall not affect the validity of the remaining portions thereof.

3. **Notices**. Unless otherwise provided in this Declaration, all notices or other communications under this Declaration shall be in writing and shall be deemed to have been duly given if delivered personally, or if sent, postage prepaid, by United States mail:

(a) If to an Owner, at the address which the Owner has designated in writing and filed with the Architectural Control Committee or, if no such address has been designated, at the address of the Unit of such Owner; or

(b) If to the Architectural Control Committee, at the principal office of the Architectural Control Committee or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this paragraph.

4. **Captions**. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, modify, or supplement this Declaration or the intent of any provision thereof.

5. **Construction**. Whenever the context so permits, the use of plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions has been duly authorized and executed as of the Effective Date.

FORT DEVELOPMENT, L.L.C.,
a Kansas limited liability company

By: _____
Thomas S. Frizzell, Manager

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 13th day of September 2007, before me, the undersigned a notary public in and for the county and state aforesaid, came Thomas S. Fritzel, Manager of Port Development, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the within and foregoing Declaration of Covenants, Conditions and Restrictions and such person duly acknowledged the execution of the same on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Suzanne Mills
Notary Public

My appointment expires: 7-30-2011

SUZANNE MILLS
Notary Public - State of Kansas
My Appt. Expires 7-30-2011

G:\MAA\C\OliviaFarms.dec6.1wpd.wpd

STATE OF KANSAS GEARY COUNTY } SS

This instrument was filed for record on the 14 day of September 2007 A.D. at 10:32 o'clock A. M. and duly Recorded in Book 72 Page 1826-1839

Tech. Fee $ 28.00 Filing Fee $ 32.00 Total Fee $ 60.00

Diane Lynn Breitenby
Register of Deeds

Gisela S. Todd, Deputy

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All the real estate in the Olivia Farms Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas, as shown on the Final Plat recorded in Book F on pages 191-92 in the Office of the Register of Deeds of Geary County, Kansas.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

EXHIBIT "B"

LEGAL DESCRIPTION OF THE DUPLEX LOTS

Block Three, Lots 1-14; Block Four, Lots 1-36; Block Five, Lot 1; Block Six, Lot 1; Block Seven, Lot 1; Block Eight, Lot 1; Block Nine, Lot 1; Block Eleven, Lot 1; Block Twelve, Lots 1-30; Block Thirteen, Lot 1; Block Fourteen, Lot 1; Block Fifteen, Lot 1; Block Sixteen, Lot 1, all in the Olivia Farms Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas, as shown on the Final Plat recorded in Book F on pages 191-92 in the Office of the Register of Deeds of Geary County, Kansas.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Gilmore & Bell, P.C.
08/30/2007

(Published in *The Daily Union*, on September 7, 2007)

RESOLUTION NO. R-2382

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF JUNCTION CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER, SANITARY AND STORM SEWER IMPROVEMENTS/OLIVIA FARMS SUBDIVISION).

WHEREAS, a Petition was filed with the City Clerk of the City of Junction City, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by all of the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefor sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construct water, sanitary and storm sewer improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: $4,553,748.74.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas.

(d) The method of assessment is: Equally per lot.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. **Authorization of Improvements**. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Geary County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

dotloop signature verification: dtlp.us/FCgo-vLDF-y3yo

ADOPTED by the governing body of the City of Junction City, Kansas, on September 4, 2007.

(SEAL)

ATTEST:

Mike Rhodes, Mayor

Tricia Gowen, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Junction City, Kansas, adopted by the governing body on September 4, 2007 as the same appears of record in my office.

DATED: September 4, 2007.

Tricia Gowen, Clerk

STATE OF KANSAS GEARY COUNTY } SS

This instrument was filed for record on the 24 day of September 2007 A.D. at 3:50 o'clock P M. and duly Recorded in Book 72 Page 1976 - 1978

Tech. Fee $ 6.00 Filing Fee $ 10.00 Total Fee $ 16.00

Register of Deeds

Cathy L Ribbs, Deputy

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Gilmore & Bell, P.C.
08/03/2007

(Published in *The Daily Union*, on September 7, 2007)

RESOLUTION NO. R-2383

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF JUNCTION CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STREET IMPROVEMENTS/OLIVIA FARMS SUBDIVISION).

WHEREAS, a Petition was filed with the City Clerk of the City of Junction City, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by all of the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefor sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. **Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construct street improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: $5,159,560.51.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas.

(d) The method of assessment is: Equally per lot

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. **Authorization of Improvements**. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Geary County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

ADOPTED by the governing body of the City of Junction City, Kansas, on September 4, 2007.

(SEAL)

ATTEST:

Tricia Gowen, Clerk

Mike Rhodes, Mayor

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Junction City, Kansas, adopted by the governing body on September 4, 2007 as the same appears of record in my office.

DATED: September 4, 2007.

Tricia Gowen, Clerk

STATE OF KANSAS GEARY COUNTY } SS

This instrument was filed for record on the 24 day of September 2007 A.D. at 3:51 o'clock P M. and duly Recorded in Book 72 Page 1979 - 1981

Tech. Fee $ 6.00 Filing Fee $ 10.00 Total Fee $ 16.00

Register of Deeds

Cathy L Bibb, Deputy

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Gilmore & Bell, P.C.
08/03/2007

(Published in *The Daily Union*, on September 5, 2008)

RESOLUTION NO. R-2499

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. R-2382 OF THE CITY OF JUNCTION CITY, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF JUNCTION CITY, KANSAS (WATER, SANITARY AND STORM SEWER IMPROVEMENTS/OLIVIA FARMS SUBDIVISION).

WHEREAS, the governing body of the City of Junction City, Kansas (the "City"), has heretofore by Resolution No. R-2382 of the City, duly adopted on September 4, 2007, authorized, pursuant to K.S.A.-12-6a01 *et seq.* (the "Act"), the following described improvements:

> Construct water, sanitary and storm sewer improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements"); and

WHEREAS, Resolution No. R-2382 was recorded with the Register of Deeds of Geary County, Kansas, and appears at Book 72, Pages 1976-1978; and

WHEREAS, the City has received an Amended Petition proposing a modification of the estimated cost of the Improvements; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement Section 1 of Resolution No. R-2382, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Amendments. Section 1 of Resolution No. R-2382 is hereby amended to read as follows:

> **Section 1. Findings of Advisability.** The governing body hereby finds and determines that:
>
> (a) It is advisable to make the following improvements:

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Construct water, sanitary and storm sewer improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: $4,553,748.74.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas.

(d) The method of assessment is as follows:

Lot Number	# of Lots	%	%/Lot
Block 1, Lots 1 – 51	51	15.30%	.003
Block 2, Lots 1 – 31	31	9.30%	.003
Block 3, Lots 1 - 14	14	6.30%	.0045
Block 4, Lots 1 – 30	30	13.50%	.0045
Block 4, Lots 31 – 34	4	1.20%	.003
Block 4, Lots 35 – 36 (clubhouse)	2	0.00%	
Block 4, Lots 37 – 46	10	3.00%	.003
Block 5, Lots 1 – 7	7	2.10%	.003
Block 6, Lot 1	1	3.71%	
Block 7, Lot 1	1	3.60%	
Block 8, Lot 1	1	3.06%	
Block 9, Lot 1	1	2.69%	
Block 10, Lots 1 – 16	16	4.80%	.003
Block 11, Lot 1	1	3.90%	
Block 12, Lots 1, 3 – 26, 28 – 30	28	13.05%	.0045
Block 12, Lot 2	1	5.36%	
Block 12, Lot 27 (pool)	1	0.00%	
Block 13, Lot 1	1	2.73%	
Block 14, Lot 1	1	2.46%	
Block 15, Lot 1	1	2.08%	
Block 16, Lot 1	1	1.86%	
	204	100.00%	

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. Section 1 of Resolution No. 2382 is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Geary County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

ADOPTED by the governing body of the City of Junction City, Kansas, on September 2, 2008.

Mick Wunder, Mayor

Tricia Gowen, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Junction City, Kansas, adopted by the governing body on September 2, 2008 as the same appears of record in my office.

DATED: September 2, 2008.

Tricia Gowen, Clerk

STATE OF KANSAS GEARY COUNTY } SS
This instrument was filed for record on the 3rd day of September 2008 A.D. at 1:25 o'clock P. M. and duly Recorded in Book 75 Page s 233 - 236
Tech. Fee $ ——— Filing Fee $ ——— Total Fee $ ———

Diane Lynn Briesenosky
Register of Deeds

Cathy L Bibbs, Deputy

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Gilmore & Bell, P.C.
08/03/2007

(Published in *The Daily Union*, on September 5, 2008)

RESOLUTION NO. R-2486

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. R-2383 OF THE CITY OF JUNCTION CITY, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF JUNCTION CITY, KANSAS (STREET IMPROVEMENTS/OLIVIA FARMS SUBDIVISION).

WHEREAS, the governing body of the City of Junction City, Kansas (the "City"), has heretofore by Resolution No. R-2383 of the City, duly adopted on September 4, 2007, authorized, pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"), the following described improvements:

> Construct street improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements"); and

WHEREAS, Resolution No. R-2383 was recorded with the Register of Deeds of Geary County, Kansas, and appears at Book 72, Pages 1979-1981; and

WHEREAS, the City has received an Amended Petition proposing a modification of the estimated cost of the Improvements; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement Section 1 of Resolution No. R-2383, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Amendments. Section 1 of Resolution No. R-2383 is hereby amended to read as follows:

> **Section 1. Findings of Advisability.** The governing body hereby finds and determines that:
>
> (a) It is advisable to make the following improvements:

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Construct street improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: $7,389,846.79.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas.

(d) The method of assessment is as follows:

Lot Number	# of Lots	%	%/Lot
Block 1, Lots 1 – 51	51	15.30%	.003
Block 2, Lots 1 – 31	31	9.30%	.003
Block 3, Lots 1 - 14	14	6.30%	.0045
Block 4, Lots 1 – 30	30	13.50%	.0045
Block 4, Lots 31 – 34	4	1.20%	.003
Block 4, Lots 35 – 36 (clubhouse)	2	0.00%	
Block 4, Lots 37 – 46	10	3.00%	.003
Block 5, Lots 1 – 7	7	2.10%	.003
Block 6, Lot 1	1	3.71%	
Block 7, Lot 1	1	3.60%	
Block 8, Lot 1	1	3.06%	
Block 9, Lot 1	1	2.69%	
Block 10, Lots 1 – 16	16	4.80%	.003
Block 11, Lot 1	1	3.90%	
Block 12, Lots 1, 3 – 26, 28 – 30	28	13.05%	.0045
Block 12, Lot 2	1	5.36%	
Block 12, Lot 27 (pool)	1	0.00%	
Block 13, Lot 1	1	2.73%	
Block 14, Lot 1	1	2.46%	
Block 15, Lot 1	1	2.08%	
Block 16, Lot 1	1	1.86%	
	204	100.00%	

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. Section 1 of Resolution No. 2383 is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Geary County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

ADOPTED by the governing body of the City of Junction City, Kansas, on September 2, 2008.

(SEAL)

ATTEST:

Mick Wunder, Mayor

Tricia Gowen, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Junction City, Kansas, adopted by the governing body on September 2, 2008 as the same appears of record in my office.

DATED: September 2, 2008.

Tricia Gowen, Clerk

STATE OF KANSAS GEARY COUNTY } SS

This instrument was filed for record on the 3rd day of September 2008 A.D. at 1:26 o'clock P. M. and duly Recorded in Book 75 Page s 237 - 240

Tech. Fee $ _____ Filing Fee $ _____ Total Fee $ _____

Register of Deeds

Deputy

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Gilmore & Bell, P.C.
08/28/2008

(Published in ***The Daily Union***, on September 12, 2008)

RESOLUTION NO. R-2486

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. R-2383 OF THE CITY OF JUNCTION CITY, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF JUNCTION CITY, KANSAS (STREET IMPROVEMENTS/OLIVIA FARMS SUBDIVISION).

WHEREAS, the governing body of the City of Junction City, Kansas (the "City"), has heretofore by Resolution No. R-2383 of the City, duly adopted on September 4, 2007, authorized, pursuant to K.S.A.-12-6a01 *et seq.* (the "Act"), the following described improvements:

> Construct street improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements"); and

WHEREAS, Resolution No. R-2383 was recorded with the Register of Deeds of Geary County, Kansas, and appears at Book 72, Pages 1979-1981; and

WHEREAS, the City has received an Amended Petition proposing a modification of the estimated cost of the Improvements; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement Section 1 of Resolution No. R-2383, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Amendments. Section 1 of Resolution No. R-2383 is hereby amended to read as follows:

> **Section 1. Findings of Advisability.** The governing body hereby finds and determines that:
>
> (a) It is advisable to make the following improvements:

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Construct street improvements, to serve Lots 1 through 51, Block 1; Lots 1 through 31, Block 2; Lots 1 through 14, Block 3; Lots 1 through 46, Block 4; Lots 1 through 7, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 16, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is not to exceed $7,389,846.79.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 51, Block 1; Lots 1 through 31, Block 2; Lots 1 through 14, Block 3; Lots 1 through 46, Block 4; Lots 1 through 7, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 16, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas.

(d) The method of assessment is as follows:

Lot Number	# of Lots	%	%/Lot
Block 1, Lots 1 – 51	51	15.30%	.003
Block 2, Lots 1 – 31	31	9.30%	.003
Block 3, Lots 1 - 14	14	6.30%	.0045
Block 4, Lots 1 – 30	30	13.50%	.0045
Block 4, Lots 31 – 34	4	1.20%	.003
Block 4, Lots 35 – 36 (clubhouse)	2	0.00%	
Block 4, Lots 37 – 46	10	3.00%	.003
Block 5, Lots 1 – 7	7	2.10%	.003
Block 6, Lot 1	1	3.71%	
Block 7, Lot 1	1	3.60%	
Block 8, Lot 1	1	3.06%	
Block 9, Lot 1	1	2.69%	
Block 10, Lots 1 – 16	16	4.80%	.003
Block 11, Lot 1	1	3.90%	
Block 12, Lots 1, 3 – 26, 28 – 30	28	13.05%	.0045
Block 12, Lot 2	1	5.36%	
Block 12, Lot 27 (pool)	1	0.00%	
Block 13, Lot 1	1	2.73%	
Block 14, Lot 1	1	2.46%	
Block 15, Lot 1	1	2.08%	
Block 16, Lot 1	1	1.86%	
	204	100.00%	

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. Section 1 of Resolution No. 2383 is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Geary County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

ADOPTED by the governing body of the City of Junction City, Kansas, on September 2, 2008.

Mick Wunder, Mayor

Tricia Gowen, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Junction City, Kansas, adopted by the governing body on September 2, 2008 as the same appears of record in my office.

DATED: September 2, 2008.

Tricia Gowen, Clerk

STATE OF KANSAS GEARY COUNTY } SS

This instrument was filed for record on the 16th day of September 2008 A.D. at 8:30 o'clock A. M. and duly Recorded in Book 75 Page(s) 385 - 388

Tech. Fee $ ——— Filing Fee $ ——— Total Fee $ ———

Diana Lynn Breitenkay
Register of Deeds

Gisela S. Tidd, Deputy

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Gilmore & Bell, P.C.
01/07/2009

(Published in *The Daily Union*, on January 16, 2009)

RESOLUTION NO. R-2534

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. R-2486 OF THE CITY OF JUNCTION CITY, KANSAS, RELATING TO THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF JUNCTION CITY, KANSAS (STREET AND SIDEWALK IMPROVEMENTS/OLIVIA FARMS SUBDIVISION/OLIVIA FARMS 2ND PLAT).

WHEREAS, the governing body of the City of Junction City, Kansas (the "City"), has heretofore by Resolution No. R-2383 of the City, duly adopted on September 4, 2007, authorized, pursuant to K.S.A.-12-6a01 *et seq.* (the "Act"), the following described improvements:

> Construct street improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements"); and

WHEREAS, Resolution No. R-2383 was recorded with the Register of Deeds of Geary County, Kansas, and appears at Book 72, Pages 1979-1981; and

WHEREAS, the governing body of the City, pursuant to receipt of an amended petition, adopted, Resolution No. R- 2486 on September 2, 2008 which amended and supplemented Resolution No. R-2383 relating to the Improvements; and

WHEREAS, Resolution No. R-2486 was recorded with the Register of Deeds of Geary County, Kansas, and appears at Book 75, Pages 385-388; and

WHEREAS, the City has received an Second Amended Petition proposing a modification of the description and estimated cost of the Improvements, the legal description of the Improvement District and the method of assessment of the costs of the Improvements; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement Section 1 of Resolution No. R-2486, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Section 1. Amendments. Section 1 of Resolution No. R-2486 is hereby amended to read as follows:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construct street and sidewalk improvements, to serve Olivia Farms Subdivision and Olivia Farms 2nd Plat, Subdivisions in the City of Junction City, Geary County, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is not to exceed $6,093,140.07.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 6, Block 1; Lots 1 through 14, Block 3; Lots 1 through 34, Block 4; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 11; Lots 1 through 14, 17 through 22, 26 and 28 through 31, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; Lot 1, Block 16, all in the Olivia Farms Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; and

Lots 7 through 51, Block 1; Lots 1 through 31 and Tract A, Block 2; Lots 37 through 46, Block 4; Lots 1 through 7, Block 5; Lots 1 through 16, Block 10; Lots 15 and 16, 23 through 25, Block 12, all in the Olivia Farms 2nd Plat, a Subdivision in the City of Junction City, Geary County, Kansas.

(d) The method of assessment is on a fractional basis as follows:

Lot Description	# of Lots	Per Lot % of Amount to be Assessed
Block 1, Lots 1–6, Olivia Farms Subdivision Block 1, Lots 7-51, Olivia Farms 2nd Plat	51	0.2451%
Block 2, Lots 1 – 31, Olivia Farms 2nd Plat	31	0.2451%
Block 2, Tract A, Olivia Farms 2nd Plat	1	0.6712%
Block 3, Lots 1 – 14, Olivia Farms Subdivision	14	0.3746%
Block 4, Lots 1-29, Olivia Farms Subdivision	29	0.3746%
Block 4, Lots 30-34, Olivia Farms Subdivision, and Block 4, Lots 37-46, Olivia Farms 2nd Plat	15	0.2451%
Block 5, Lots 1 – 7, Olivia Farms 2nd Plat	7	0.2451%
Block 6, Lot 1, Olivia Farms Subdivision	1	3.4319%

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Block 7, Lot 1, Olivia Farms Subdivision	1	3.1868%
Block 8, Lot 1, Olivia Farms Subdivision	1	2.6965%
Block 9, Lot 1, Olivia Farms Subdivision	1	2.4514%
Block 10, Lots 1 – 16, Olivia Farms 2nd Plat	16	0.2451%
Block 11, Lot 1, Olivia Farms Subdivision	1	3.6770%
Block 12, Lots 1, 3–14, 17-22, 26, 28-30, Olivia Farms Subdivision; and Block 12, Lots 15-16, 23-25, Olivia Farms 2nd Plat	28	0.3746%
Block 12, Lot 2, Olivia Farms Subdivision	1	3.1868%
Block 12, Lot 31, Olivia Farms Subdivision	1	16.5971%
Block 13, Lot 1, Olivia Farms Subdivision	1	2.4514%
Block 14, Lot 1, Olivia Farms Subdivision	1	2.2062%
Block 15, Lot 1, Olivia Farms Subdivision	1	1.7160%
Block 16, Lot 1, Olivia Farms Subdivision	1	1.7160%

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 90% to be assessed against the Improvement District and 10% to be paid by the City-at-large.

Section 2. Repealer; Ratification. Section 1 of Resolution No. 2486 is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Geary County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

ADOPTED by the governing body of the City of Junction City, Kansas, on January 13, 2009.

(SEAL)

ATTEST:

Tricia Gowen, Clerk

Mick Wunder, Mayor

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Junction City, Kansas, adopted by the governing body on January 13, 2009 as the same appears of record in my office.

DATED: January 13, 2009.

Tricia Gowen, Clerk

STATE OF KANSAS GEARY COUNTY } SS

This instrument was filed for record on the 21 day of January, 2009 A.D. at 11:01 o'clock A. M. and duly Recorded in Book 75 Page 1644-1647

Tech. Fee $ --- Filing Fee $ --- Total Fee $ ---

Register of Deeds

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Gilmore & Bell, P.C.
08/28/2008

(Published in ***The Daily Union***, on September 12, 2008)

RESOLUTION NO. R-2499

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. R-2382 OF THE CITY OF JUNCTION CITY, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF JUNCTION CITY, KANSAS (WATER, SANITARY AND STORM SEWER IMPROVEMENTS/OLIVIA FARMS SUBDIVISION).

WHEREAS, the governing body of the City of Junction City, Kansas (the "City"), has heretofore by Resolution No. R-2382 of the City, duly adopted on September 4, 2007, authorized, pursuant to K.S.A.-12-6a01 *et seq*. (the "Act"), the following described improvements:

> Construct water, sanitary and storm sewer improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements"); and

WHEREAS, Resolution No. R-2382 was recorded with the Register of Deeds of Geary County, Kansas, and appears at Book 72, Pages 1976-1978; and

WHEREAS, the City has received an Amended Petition proposing a modification of the estimated cost of the Improvements; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement Section 1 of Resolution No. R-2382, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Amendments. Section 1 of Resolution No. R-2382 is hereby amended to read as follows:

> **Section 1. Findings of Advisability.** The governing body hereby finds and determines that:
>
> (a) It is advisable to make the following improvements:

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Construct water, sanitary and storm sewer improvements, to serve Lots 1 through 51, Block 1; Lots 1 through 31, Block 2; Lots 1 through 14, Block 3; Lots 1 through 46, Block 4; Lots 1 through 7, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 16, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: $4,553,748.74.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 51, Block 1; Lots 1 through 31, Block 2; Lots 1 through 14, Block 3; Lots 1 through 46, Block 4; Lots 1 through 7, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 16, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas.

(d) The method of assessment is as follows:

Lot Number	# of Lots	%	%/Lot
Block 1, Lots 1 – 51	51	15.30%	.003
Block 2, Lots 1 – 31	31	9.30%	.003
Block 3, Lots 1 - 14	14	6.30%	.0045
Block 4, Lots 1 – 30	30	13.50%	.0045
Block 4, Lots 31 – 34	4	1.20%	.003
Block 4, Lots 35 – 36 (clubhouse)	2	0.00%	
Block 4, Lots 37 – 46	10	3.00%	.003
Block 5, Lots 1 – 7	7	2.10%	.003
Block 6, Lot 1	1	3.71%	
Block 7, Lot 1	1	3.60%	
Block 8, Lot 1	1	3.06%	
Block 9, Lot 1	1	2.69%	
Block 10, Lots 1 – 16	16	4.80%	.003
Block 11, Lot 1	1	3.90%	
Block 12, Lots 1, 3 – 26, 28 – 30	28	13.05%	.0045
Block 12, Lot 2	1	5.36%	
Block 12, Lot 27 (pool)	1	0.00%	
Block 13, Lot 1	1	2.73%	
Block 14, Lot 1	1	2.46%	
Block 15, Lot 1	1	2.08%	
Block 16, Lot 1	1	1.86%	
	204	100.00%	

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Section 2. Repealer; Ratification. Section 1 of Resolution No. 2382 is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Geary County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

ADOPTED by the governing body of the City of Junction City, Kansas, on September 2, 2008.

Mick Wunder, Mayor

Tricia Gowen, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Junction City, Kansas, adopted by the governing body on September 2, 2008 as the same appears of record in my office.

DATED: September 2, 2008.

Tricia Gowen, Clerk

STATE OF KANSAS GEARY COUNTY } SS

This instrument was filed for record on the 16th day of September 2008 A.D. at 8:31 o'clock A. M. and duly Recorded in Book 75 Pages 389 - 392

Tech. Fee $ ——— Filing Fee $ ——— Total Fee $ ———

Diane Lynn Bricker

Register of Deeds

Gisela S. Todd, Deputy

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Gilmore & Bell, P.C.
01/07/2009

(Published in *The Daily Union*, on January 16 2009)

RESOLUTION NO. R-2533

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. R-2499 OF THE CITY OF JUNCTION CITY, KANSAS, RELATING TO THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF JUNCTION CITY, KANSAS (WATER, SANITARY AND STORM SEWER IMPROVEMENTS/OLIVIA FARMS SUBDIVISION/OLIVIA FARMS 2ND PLAT).

WHEREAS, the governing body of the City of Junction City, Kansas (the "City"), has heretofore by Resolution No. R-2382 of the City, duly adopted on September 4, 2007, authorized, pursuant to K.S.A.-12-6a01 *et seq.* (the "Act"), the following described improvements:

> Construct water, sanitary and storm sewer improvements, to serve Lots 1 through 54, Block 1; Lots 1 through 42, Block 2; Lots 1 through 14, Block 3; Lots 1 through 36, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lots 1 through 18, Block 10; Lot 1, Block 11; Lots 1 through 30, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; and Lot 1, Block 16, Olivia Farms Subdivision to Junction City, Kansas (the "Improvements"); and

WHEREAS, Resolution No. R-2382 was recorded with the Register of Deeds of Geary County, Kansas, and appears at Book 72, Pages 1976-1978; and

WHEREAS, the governing body of the City, pursuant to receipt of an amended petition, adopted, Resolution No. R- 2499 on September 2, 2008 which amended and supplemented Resolution No. R-2382 relating to the Improvements; and

WHEREAS, Resolution No. R-2499 was recorded with the Register of Deeds of Geary County, Kansas, and appears at Book 75, Pages 389-392; and

WHEREAS, the City has received an Second Amended Petition proposing a modification of the description and estimated cost of the Improvements, the legal description of the Improvement District and the method of assessment of the costs of the Improvements; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement Section 1 of Resolution No. R-2499, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Section 1. Amendments. Section 1 of Resolution No. R-2499 is hereby amended to read as follows:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construct water, sanitary and storm sewer improvements, to serve Olivia Farms Subdivision and Olivia Farms 2nd Plat, Subdivisions in the City of Junction City, Geary County, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is not to exceed $4,990,967.99.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 6, Block 1; Lots 1 through 14, Block 3; Lots 1 through 34, Block 4; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 11; Lots 1 through 14, 17 through 22, 26 and 28 through 31, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; Lot 1, Block 16, all in the Olivia Farms Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; and

Lots 7 through 51, Block 1; Lots 1 through 31 and Tract A, Block 2; Lots 37 through 46, Block 4; Lots 1 through 7, Block 5; Lots 1 through 16, Block 10; Lots 15 and 16, 23 through 25, Block 12, all in the Olivia Farms 2nd Plat, a Subdivision in the City of Junction City, Geary County, Kansas.

(d) The method of assessment is on a fractional basis as follows:

Lot Description	# of Lots	Per Lot % of Amount to be Assessed
Block 1, Lots 1–6, Olivia Farms Subdivision Block 1, Lots 7-51, Olivia Farms 2nd Plat	51	0.2451%
Block 2, Lots 1 – 31, Olivia Farms 2nd Plat	31	0.2451%
Block 2, Tract A, Olivia Farms 2nd Plat	1	0.6712%
Block 3, Lots 1 – 14, Olivia Farms Subdivision	14	0.3746%
Block 4, Lots 1-29, Olivia Farms Subdivision	29	0.3746%
Block 4, Lots 30-34, Olivia Farms Subdivision, and Block 4, Lots 37-46, Olivia Farms 2nd Plat	15	0.2451%
Block 5, Lots 1 – 7, Olivia Farms 2nd Plat	7	0.2451%
Block 6, Lot 1, Olivia Farms Subdivision	1	3.4319%

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Block 7, Lot 1, Olivia Farms Subdivision	1	3.1868%
Block 8, Lot 1, Olivia Farms Subdivision	1	2.6965%
Block 9, Lot 1, Olivia Farms Subdivision	1	2.4514%
Block 10, Lots 1 – 16, Olivia Farms 2nd Plat	16	0.2451%
Block 11, Lot 1, Olivia Farms Subdivision	1	3.6770%
Block 12, Lots 1, 3–14, 17-22, 26, 28-30, Olivia Farms Subdivision; and Block 12, Lots 15-16, 23-25, Olivia Farms 2nd Plat	28	0.3746%
Block 12, Lot 2, Olivia Farms Subdivision	1	3.1868%
Block 12, Lot 31, Olivia Farms Subdivision	1	16.5971%
Block 13, Lot 1, Olivia Farms Subdivision	1	2.4514%
Block 14, Lot 1, Olivia Farms Subdivision	1	2.2062%
Block 15, Lot 1, Olivia Farms Subdivision	1	1.7160%
Block 16, Lot 1, Olivia Farms Subdivision	1	1.7160%

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 90% to be assessed against the Improvement District and 10% to be paid by the City-at-large.

Section 2. Repealer; Ratification. Section 1 of Resolution No. 2499 is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Geary County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

ADOPTED by the governing body of the City of Junction City, Kansas, on January 13, 2009.

(SEAL)

Mick Wunder, Mayor

ATTEST:

Tricia Gowen, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Junction City, Kansas, adopted by the governing body on January 13, 2009 as the same appears of record in my office.

DATED: January 13, 2009.

Tricia Gowen, Clerk

STATE OF KANSAS GEARY COUNTY } SS

This Instrument was filed for record on the 21 day of January 2009 A.D. at 11:00 o'clock A. M. and duly Recorded in Book 75 Page 1640-1643

Tech. Fee $ — Filing Fee $ — Total Fee $ —

Register of Deeds

Online Tax Reporting/Viewing

Log Out

Enter
F3=Exit
F10=Payment
F12=Cancel
F13=Comments

TXDSPTMHR1 BILLING INQUIRY Year - 2007

Type - 1) REAL ESTATE Identifier - 07422

Taxpayer - FORT DEVELOPMENT LLC

		Current			Original			
Unit / Levy		210	103.917		210	103.917	Total	
Levied Tax			144.66			144.66	Paid	144.66
Specials Tax 1							Total	
Specials Tax 2							Due	
Specials Tax 3							Hom	
Specials Tax 4							War/Red #	
Specials Tax 5							Statement#	7573
Unit Special 1								
Unit Special 2								
Unit Special 3								
Total Tax			144.66			144.66		

Current Valuations - Total 1,392 SG Exempt Ex Cd

Class	AR	Land	1392	Imp		New Imp		Exempt	
Class		Land		Imp		New Imp		Exempt	
Class		Land		Imp		New Imp		Exempt	

Original Valuations - Total 1,392 SG Exempt

Class	AR	Land	1392	Imp	
Class		Land		Imp	
Class		Land		Imp	

Larger Tract
Prior to plat

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

Misc. Book 74 Page 633

AFFIDAVIT

RE: FINAL PLAT
for
OLIVIA FARMS 2ND PLAT,
A SUBDIVISION IN THE CITY OF JUNCTION CITY, GEARY COUNTY, KANSAS.

I, Brad C. Zilliox, certify that I have prepared a Final Plat for the property cited hereon and, after said plat was recorded with the Geary County Register of Deeds, in Plat Book "F", Page 204; 205 the following revision was required:

The first line of the LEGAL DESCRIPTION stated "..., ALL OF BLOCK 4," and should read "..., LOTS 35 AND 36 IN BLOCK 4,"

Additionally Lot 35 should be highlighted along with the other new lots on the replat drawing.

BRAD C. ZILLIOX LICENSED 4-22-08 LS-889 KANSAS LAND SURVEYOR

STATE OF KANSAS GEARY COUNTY} SS
This instrument was filed for record on the 28th day of April 2008 A.D. at 9:15 o'clock A.M. and duly Recorded in Book 74 Page 633
Tech. Fee $ 2.00 Filing Fee $ 6.00 Total Fee $ 8.00
diane Lynn Briesterskey
Register of Deeds.
By Teresa K. McSweeney Deputy

Brad C. Zilliox, P.L.S. #889
1310 Wakarusa Drive, Ste. 100
Lawrence, Kansas 66049

STATE OF KANSAS)
)
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 22nd day of April, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brad C. Zilliox, who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

NOTARY PUBLIC - State of Kansas
RODNEY R. ZINN
My Appt. Exp. 4/26/10

Notary Public

My Appointment Expires April 26, 2010

S:\SDSKPROJ\2006,664\Project Documents\Administrative\Affidavit.doc

dotloop signature verification: dtlp.us/FCgo-vLDF-y3ya

AFFIDAVIT

Misc. Book 75 Page 1721

RE: FINAL PLAT
for
OLIVIA FARMS 2ND PLAT, A Replat of a portion of Olivia Farms Addition, **A SUBDIVISION IN THE CITY OF JUNCTION CITY, GEARY COUNTY, KANSAS.**

I, Brad C. Zilliox, certify that I have prepared a Final Plat for the property cited hereon and, after said plat was recorded with the Geary County Register of Deeds, in Plat Book "F", Pages 204 and 205 , the following revision was required:

The second line of the LEGAL DESCRIPTION on said plat stated "AND LOTS 15, 16 AND ....." and should read **"ALL OF BLOCK TEN, AND LOTS 15, 16 AND ....."**

BRAD C. ZILLIOX LICENSED 1-14-09 LS-889 KANSAS LAND SURVEYOR

Brad C. Zilliox, P.L.S. #889
1310 Wakarusa Drive, Ste. 100
Lawrence, Kansas 66049

STATE OF KANSAS)
)
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 14th day of January, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brad C. Zilliox, who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

BARBARA W. HAVERTY NOTARY PUBLIC STATE OF KANSAS 12/20/2009

Barbara W. Haverty
Notary Public

My Appointment Expires _____

STATE OF KANSAS GEARY COUNTY} SS
This instrument was filed for record on the 28 day of January 2009 A.D. at 1:17 o'clock P. M. and duly Recorded in Book 75 Page 1721
Tech. Fee $ 2.00 Filing Fee $ 6.00 Total Fee $ 8.00
Register of Deeds

S:\SDSKPROJ\2006,864\Project Documents\Administrative\Affidavit2.doc

FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: R1449 & R1450 Samantha Dr., Junction City, KS 66441

ESTIMATED CLOSING DATE: June 15, 2022

PRICE:		$ **5,000.00**
LESS ITEMS TO BE PAID BY SELLER:		
1st Mortgage /Deed of Trust	$	
2nd Mortgage /Deed of Trust	$	
Other Encumbrance	$	
1st Mtg. Interest Proration: From _____ to _____	$	
2nd Mtg. Interest Proration: From _____ to _____	$	
Tax Proration: From _____ to _____	$	
Mortgage Prepayment Penalty	$	
Title Insurance Policy	$	
Closing and Escrow Fee	$	
Unpaid Assessments (if not assumed by buyer)	$	
Listing Commission	$	**1,000.00**
Selling Commission	$	**1,000.00**
Broker's Administrative Commission	$	
Marketing Fee	$	
Homes Association Dues	$	
Buyer's Closing Costs Paid by SELLER	$	
Costs not payable by Buyer*	$	
FHA/VA or Lender Discount Points	$	
Release of Lien Fees	$	
Home Warranty Fee	$	
Other	$	
Total to be paid at Closing	**$**	**2,000.00**
APPROXIMATE NET PROCEEDS	$	**3,000.00**
POTENTIAL ADDITIONAL EXPENSES		
Inspection Related Repairs	$	
Wood Infestation Treatment	$	
Other	$	

The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.

THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.

SELLER: _____

Junction City Land Bank Date

SELLER: _____

Date

By: _____

Licensee **Lance Custer** Date

*Some lending programs do not allow Buyer to pay tax service fees, underwriting fees, etc.

Approved by Legal Counsel of the Flint Hills Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate thatamendments to this Contract be made. Copyright January 2008. Last revised 10/07. All previous versions of this document may no longer be valid.

RESOLUTION NO. 07-2022

A RESOLUTION APPROVING CONTRACT OF PURCHASE, DIRECTING NOTICE OF SALE AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE JUNCTION CITY LAND BANK TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING PROPERTY TO SHAWN L. CHAUNCEY.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE JUNCTION CITY LAND BANK, THAT:

1. The Contract of Purchase between the Junction City Land Bank and Shawn L. Chauncey in the form presented to the Board on this date is hereby approved.

2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.

3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot 29, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas and Lot 30, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas to Shawn L. Chauncey.

4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS 19TH DAY OF APRIL, 2022.

_____

Jeff Underhill, Chairman

ATTEST:

_____

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of April, 2022, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Shawn L. Chauncey, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Five Thousand and no/100 Dollars ($5,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot 29, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas
Lot 30, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And Grantor, for Grantor's heirs, executors or administrators, do hereby covenant, promise and agree to and with Grantee that, at the delivery of these presents, said interest in said premises is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatsoever nature and kind, except as set forth above, by, through, or under Grantor, and that Grantor will warrant and forever defend said interest unto Grantee and Grantee's successors and assigns against Grantor, and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this document the day and year first above written.

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Jeff Underhill
Chairman, Land Bank Board of Trustees

ATTEST:

_____
Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot 29, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas
Lot 30, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.
/s/ Tammy Melton
Land Bank Secretary
April 19, 2022