

Land Bank

January 02, 2019

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

**Pat Landes
Phyllis Fitzgerald
Tim Brown
Jeff Underhill
Nicholas Allbritton**

1. 7:30 P.M. - CALL TO ORDER:

[a.](#) Election of Chairperson and Vice-Chairperson. (p.2)

2. NEW BUSINESS:

[a.](#) Consideration of Land Bank Minutes for December 4, 2018. (p.4)

[b.](#) Consider the offer from Sean and Penny O'Brien to purchase Lot 8, Block 4 of Mann's Ranch Addition Unit #1 in the amount of \$5,000. (p.7)

3. ADJOURNMENT:

Backup material for agenda item:

- a. Election of Chairperson and Vice-Chairperson.

City of Junction City
Junction City Land Bank

Agenda Memo

12/27/2018

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: **Election of Chairperson and Vice-Chairperson**

Objective: Elect Land Bank Officers for the Junction City Land Bank

Explanation of Issue: Each year the Junction Land Bank a President and Vice-President of that body. The members of the Land Bank are the members of the City Commission. Since the founding of the Land Bank in 2014 the Mayor of the City has served as Land Bank Chairperson with the Vice-Mayor serving as Vice Chairperson

Budget Impact: None

Staff Recommendation: None

Attachments: None

Backup material for agenda item:

- a. Consideration of Land Bank Minutes for December 4, 2018.

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

December 4, 2018

6:20 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, December 4, 2018 with Chairman Pat Landes presiding.

The following members of the Land Bank were present: Pat Landes, Phyllis Fitzgerald, Tim Brown and Jeff Underhill. Staff present was: Allen Dinkel, Tammy Melton, Britain Stites and Lindsay Miller.

NEW BUSINESS

Land Bank Minutes for November 6, 2018 Meeting was presented for consideration. Trustee Fitzgerald moved to approve Land Bank Minutes for November 6, 2018 Meeting, seconded by Trustee Underhill. Ayes: Landes, Fitzgerald, Brown, and Underhill. Nays: None. Motion Carried.

The offer from Valeyta Roi Althouse to purchase Lot 1, Block 11 and Lot 2, Block 12 of Olivia Farms Subdivision in the amount of \$12,000 was presented. City Manager Dinkel and Lance Custer gave details and answered questions. Trustee Fitzgerald moved deny the offer from Valeyta Roi Althouse to purchase Lot 1, Block 11 and Lot 2, Block 12 of Olivia Farms Subdivision in the amount of \$12,000, seconded by Trustee Brown. Ayes: Landes, Fitzgerald, Brown, and Underhill. Nays: None. Motion Carried.

There was discussion on the expansion of electrical services to certain Land Bank Lots. City Manager Dinkel and Lance Custer gave details and answered questions. Trustee Underhill moved to approve the expense to electrify the sixteen lots along Samantha Drive in Olivia Farms 2nd Plat Subdivision at an approximate cost of \$23,054.00, seconded by Trustee Brown. Ayes: Landes, Fitzgerald, Brown, and Underhill. Nays: None. Motion Carried.

ADJOURNMENT

Trustee Fitzgerald moved, seconded by Trustee Underhill to adjourn at 6:51 p.m. Ayes: Landes, Fitzgerald, Brown, and Underhill. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 2ND DAY OF JANUARY AS THE
OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF
TRUSTEES MINUTES FOR DECEMBER 4, 2018.

Tammy Melton, Secretary

Pat Landes, Chairman

Backup material for agenda item:

- b. Consider the offer from Sean and Penny O'Brien to purchase Lot 8, Block 4 of Mann's Ranch Addition Unit #1 in the amount of \$5,000.

City of Junction City

Land Bank

Agenda Memo

12-27-2018

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase one Land Bank lot.

Explanation of Issue: Sean and Penny O'Brien are offering to purchase Lot 8, Block 4 of Mann's Ranch Addition Unit #1 in the City of Junction City for \$5,000.00. This lot is adjacent to the lot they already own.

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

Staff Recommendation:

Attachments: Sale Contract.



FLINT HILLS
ASSOCIATION
OF REALTORS®

RESIDENTIAL REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

2
3 SELLER: Junction City Land Bank (State marital status)

4
5 BUYER: Sean P. O'Brien, Penny J. O'Brien

6
7 BUYER TAKING TITLE AS: ☒ JTWROS OR ☐ Tenants in Common

8
9 1. PROPERTY. BUYER agrees to purchase and SELLER agrees to sell the real property and the
10 improvements (the "Property") commonly known as:

11 1810 Saddle Dr Junction City KS Geary
12 Street Address City State Zip County

13
14 LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
15 Lot 8, Block 4, Mann's Ranch Addition Unit #1, Junction City, KS
16 (Subject to easements and restrictions of record)

17 ☐ Improvements include a manufactured/mobile home. (A manufactured/mobile home may be considered
18 personal property unless certain requirements have been met.)

19
20 2. PURCHASE PRICE. The Purchase Price for the Property is \$ 5,000.00
21 which BUYER agrees to pay as follows:

22
23 a. Earnest Money in the form of: (check one)

24 ☒ Personal check OR ☐ Other _____
25 in the amount of \$ 500.00
26 Deposited with:

27 ☐ _____ Listing Broker
28 ☒ Heartland Title Escrow/Closing Agent
29 ☐ If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing
30 Broker, escrow/closing agent shall be _____

31
32 b. Total Amount financed by BUYER \$ _____

33
34 c. Balance of Purchase Price to be paid on or before closing date \$ 4,500.00

35
36 3. CLOSING AND POSSESSION. By February 28, 2019 ("Closing Date") SELLER shall
37 execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty
38 deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under
39 this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all
40 documents (including any documents required by BUYER'S lender) and funds (including loan proceeds)
41 necessary to satisfy BUYER'S obligations under this Contract. SELLER AND BUYER ACKNOWLEDGE
42 THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE
43 TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have been executed and
44 delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of
45 the Property to BUYER on _____ at _____, M., (If left blank, the Closing
46 Date at 5:00 P.M.) BUYER shall not occupy the Property or place personal property in or on it prior
47 to completion of the Closing.

48
49 4. ADDENDA/CONTINGENCIES. The following Addenda (riders, supplements, etc.) are attached and are
50 a part of this Contract (Check Applicable):

51
52 ☐ Contingency for Sale and/or Closing Addendum ☐ Other: _____
53 ☐ Seller's Disclosure Statement of Condition Addendum ☐ Other: _____
54 ☐ Lead-Based Paint Addendum ☐ Other: _____
55 ☐ Other: _____

Residential Real Estate Sale Contract - 2017
Page 1 of 8

Banker Mowry Custer Realtors®, 522 N. Eisenhower Dr. Junction City KS 66441
857624663 Fax: 7857622292 Lance Custer

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Land Bank-

56 **5. INCLUSIONS AND EXCLUSIONS**

57 This Contract, and no other attachment or writing, provides for what is included in this sale. The purchase
58 price includes all of the improvements (if any) and appurtenances, fixtures and equipment permanently
59 affixed to the premises, including the following, if any:

61 Attic and ceiling fans	Garage door openers (and remote	Other Mirrors (if attached)
62 Bathroom mirrors (attached &	transmitting units)	Outside cooking units (if attached)
63 unattached)	Gas heaters	Owned propane tanks
64 Central air conditioning	Gas logs and fireplace grates	Shelving (if attached)
65 Central vacuum & attachments	Heating and plumbing equipment	Soft water conditioner (if owned)
66 Fences (incl. invisible & controls)	(and fixtures)	Storm windows, doors & screens
67 Fire, smoke and burglary detection	Humidifiers (if attached)	TV antennas and satellite dishes
68 units (if owned)	Keys to all doors	(if attached)
69 Fireplace screens and/or glass doors	Kitchen appliances (built-in)	Sprinkler systems & controls
70 (if attached)	Lighting and light fixtures	Window blinds curtains, drapes, rods and
71 Floor coverings (if attached)		components

72
73 **Exclusions.** The following items are not included in the sale and are not considered part of the Property:
74

75
76 **6. CASH SALE.** ☒ **Check if Cash Sale.** BUYER shall provide written verification of sufficient funds
77 available to close within _____ days (5 days if left blank) of the effective date of the contract. Buyer may,
78 within _____ days of the effective date of the contract, at BUYER'S expense, obtain an appraisal of the
79 Property by an independent licensed appraiser.

80
81 **7. FINANCING TERMS. NEW MORTGAGE:** This contract is contingent upon Buyer being approved for a
82 mortgage loan on the subject property from _____ at an interest rate of
83 not more than _____ % per annum, for a term of up to _____ years. If Buyer is disapproved for
84 said loan then this contract shall be null and void and the earnest money shall be returned to Buyer,
85 subject to the provisions of this contract. Approval/disapproval of financing shall be in writing from Buyer's
86 lender, and Buyer shall make application for said financing within five (5) days of Effective Date of this
87 contract, immediately pay all application fees required by the lender and promptly submit any
88 documentation or information requested or required by the lender.

89
90 Not less than 3 business days prior to the day of closing, Buyer shall provide to Seller written proof of final
91 mortgage loan approval satisfactory to Seller. If Buyer does not provide said proof by said date, then
92 Seller shall have the right to declare this contract null and void by giving Buyer written notice of Seller's
93 intent to cancel the contract. Buyer shall have three (3) business days, from receipt of said notice to
94 complete the closing by delivering to the escrow agent funds and any other items necessary to complete
95 closing. If the three (3) day period extends beyond the closing date, then the closing date shall be
96 automatically extended to the end of the three (3) day period. If Seller provides written notice of Seller's
97 intent to cancel and Buyer is unable to close within the three (3) day period, then this contract shall be null
98 and void and the earnest money deposit shall be returned to Buyer, subject to the terms of this contract.

99
100 ☐ **CONVENTIONAL LOAN:** Type of conventional loan: _____ (fixed or adjustable)

101
102 ☐ **VA LOAN:** Buyer shall not be obligated to complete the purchase of the property, or incur any penalty
103 by forfeiture of earnest money or otherwise, if the Contract purchase price or cost exceeds the reasonable
104 value of the property established by the Department of Veterans Affairs. However, Buyer may proceed with
105 the purchase without regard to the amount of the reasonable value as established by the Department of
106 Veterans Affairs. Seller shall, in addition to any other sums provided for herein, pay all costs associated
107 with obtaining Buyer's loan which the Department of Veterans Affairs will not permit Buyer to pay, provided
108 said costs do not exceed \$ _____ (\$0 if left blank), subject to the terms set forth above.

109
110 ☐ **FHA LOAN:** Buyer shall not be obligated to complete the purchase of the property, or to incur any
111 penalty by forfeiture of earnest money or otherwise, unless the Buyer has been given, in accordance with
112 HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of

113 Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not
114 less than \$ _____ (purchase price). The appraised valuation is arrived at to determine the
115 maximum mortgage the Department of Housing and Urban Development will insure. **HUD does not**
116 **warrant the value or the condition of the property. Buyer should satisfy him/herself that the price**
117 **and condition of the property are acceptable.** Seller shall, in addition to any other sums provided for
118 herein, pay all costs associated with obtaining Buyer's loan which the FHA will not permit Buyer to pay,
119 provided said costs do not exceed \$ _____ (\$0 if left blank), subject to the terms set forth
120 above.

121
122 **FHA CERTIFICATION:** The borrower, seller, and the selling real estate agent or broker involved in the
123 sales transaction must certify that the terms and conditions of the sales contract are true to the best of
124 their knowledge and belief and that any other agreement entered into by any of the parties in connection
125 with the real estate transaction is part of, or attached to, the sales agreement.

126
127
128 Listing Licensee _____ Date _____ Selling Licensee _____ Date _____

129 ☐ **OTHER:** _____ (Identify)

130
131 **TOTAL ADDITIONAL SELLER EXPENSES:** (Each line \$0 if left blank)

132 a. **Additional SELLER paid costs:** In addition to any other costs SELLER agreed to pay herein, SELLER
133 agrees to pay other allowable closing costs permitted by lender(s) and/or prepaid items for BUYER, not
134 to exceed: \$ _____
135 b. **Costs Not Payable by BUYER** (Identify) _____ \$ _____
136 c. **Lender(s) approved down payment assistance costs** _____ \$ _____
137 d. **Other** _____ \$ _____
138

139
140 **TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED** \$ _____
141

142 **8. APPRAISED VALUE CONTINGENCY.** If the final appraised value of the Property, as determined by
143 BUYER'S appraiser, is not equal to or greater than the Purchase Price, BUYER may cancel this Contract
144 by written notice to SELLER, which notice shall be accompanied by a copy of the appraisal. If within five
145 (5) days after receipt of BUYER'S notice of intent to cancel SELLER does not agree in writing to reduce
146 the purchase price to an amount equal to the final appraised value of the Property, as determined by
147 BUYER'S appraiser; or BUYER and SELLER fail to agree in writing on an acceptable sale price, this
148 Contract shall be canceled and BUYER'S earnest money and any additional deposits shall be returned to
149 BUYER subject to the provisions of Paragraph 12 of this Contract.

150
151 **9. ☐ LIMITED HOME WARRANTY PLAN. (Check if applicable):**
152 ☐ SELLER or ☐ BUYER, at a cost not to exceed \$ _____, agrees to purchase a home
153 warranty plan from _____ (vendor) with a per claim deductible of
154 \$ _____. The **(Check one)** ☐ Licensee assisting SELLER or ☐ Licensee assisting
155 BUYER will make arrangements for the home warranty plan, submitting required documentation for such to
156 the escrow agent prior to Closing. Broker may receive a fee from the warranty company. **Home warranty**
157 **plans may not cover pre-existing conditions and are not a substitute for inspections.**
158

159 **10. UTILITIES and MAINTENANCE.** Until possession or Closing, whichever occurs earlier, SELLER shall:
160 leave all utilities on and maintain the Property in its present condition, remove all possessions, trash and
161 debris, clean the property, perform ordinary and necessary maintenance, upkeep and repair to the property.
162 If applicable, BUYER agrees to reimburse SELLER at closing for any propane gas remaining in tank based
163 on the price per gallon paid by SELLER.

164
165 **11. CASUALTY INSURANCE AND LOSS.** Seller shall bear all risk of loss or damage to the property to
166 date of closing. Seller agrees to carry fire and extended coverage insurance on the improvements in an
167 amount adequate to protect all parties to date of closing of this sale. In the event of loss or damage to the
168 improvements prior to closing, Seller agrees to notify Buyer in writing of such damage. The proceeds of

any fire or other insurance coverage pertaining to the same shall be used to restore said improvements to the condition they were in prior to such loss; but if such proceeds are inadequate to pay the cost of such restoration, then this contract may, at the option of Buyer or Seller, be terminated, whereupon the escrow agent shall, upon demand, return the earnest money, if any, and all papers deposited by Buyer to Buyer and all papers delivered by Seller to Seller, whereupon all parties shall be released from further liability hereunder. However, notwithstanding the provisions herein, should any loss exceed 10 percent of the purchase price, then Buyer or Seller may elect to terminate this contract. Seller hereby warrants that Seller has not received payment for any insured loss in regards to the subject property for which repairs have not been completed in accordance with the insurance adjuster's estimate of repairs. **It is recommended that homeowners' insurance availability be ascertained during the Inspection Period.**

12. 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 to a 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. All parties acknowledge that any earnest deposit funds that remain in the Broker's or escrow agent's escrow account for over 5 years may be sent to the State of Kansas.

13. SURVEY. BUYER may, at BUYER'S expense, obtain a survey of the property 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. **BUYER acknowledges that a Mortgagee Inspection Report or "Loan Survey" is not considered 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.

14. EVIDENCE OF TITLE. Prior to the Closing Date, SELLER, at SELLER'S expense, agrees to deliver to BUYER a title insurance commitment from a company authorized to insure titles in Kansas. The title commitment shall commit to insure a marketable fee simple title to the 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. **UNLESS OTHERWISE PROVIDED IN THIS CONTRACT, THE OWNER'S TITLE POLICY WILL INCLUDE MECHANIC'S LIEN COVERAGE. SELLER agrees to pay SELLER'S escrow settlement fee. BUYER agrees to pay BUYER'S mortgage/cash settlement fee.**

15. TAXES, PRORATIONS & SPECIAL ASSESSMENTS. 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 for years prior to the current calendar year shall be paid by SELLER. Any of the preceding items which become due and accrue during the calendar year in which SELLER'S warranty deed is delivered (including rents, if applicable) shall be prorated between the parties as of the closing date and, for all years thereafter, to the extent permitted by applicable law, shall be assumed and paid by BUYER. BUYER acknowledges that the property may be subject to a special assessment, fee, or located in an improvement district. BUYER acknowledges that this disclosure is required by Kansas law, and may be found in the Seller's Disclosure or a separate document, if applicable. BUYER 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 BUYER a good-faith estimate 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 0 _____.

If the actual amount of any item, other than taxes 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. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's assessed value, if available from the county taxing authority, and last year's mill levy. If assessed value is not available, the Contract purchase price will be used with last year's mill levy. Buyer and Seller agree to accept such prorations as final and release each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

16. 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, warranty company, wood infestation/mechanical/structural or other inspectors and repair personnel. **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.**

17. 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.

18. 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.

19. 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 in equity. 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.

284 **20. SEXUAL PREDATOR NOTICE.** Kansas law requires persons who are convicted of certain
285 crimes, including certain sexually violent crimes, to register with the sheriff of the county in which
286 they reside. If you, as the BUYER, desire information regarding those registrants, you may find
287 information on the homepage of the Kansas Bureau of Investigation (KBI) at
288 <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.
289

290 **21. RADON.** Every buyer of residential real property is notified that the property may present exposure to
291 dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-
292 induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-
293 smokers and the second leading cause overall. Kansas law requires sellers to disclose any information
294 known to the seller that shows elevated concentrations of radon gas in residential real property. The
295 Kansas department of health and environment recommends all home-buyers have an indoor radon test
296 performed prior to purchasing or taking occupancy of residential real property. All testing for radon should
297 be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by
298 a radon mitigation technician. For additional information go to www.kansasradonprogram.org.
299

300 **22. DISCLAIMER.** BUYER acknowledges property is being sold without warranties and guarantees of any
301 kind by SELLER or any broker or agent concerning the condition or value of the property. There are no
302 representations or warranties concerning the condition or value of the property made by SELLER or Broker
303 on which BUYER is relying except as may be fully set forth in writing and signed by them.
304

305 **23. INSPECTIONS.** BUYER may, within _____ calendar days (10 days if left blank) (the "Inspection
306 Period") after the Effective Date of this Contract, at BUYER'S expense, have property inspections which
307 may include any aspect of the property including microbials, other environmental pollutants and
308 Radon.

309 **a. ACCESS TO PROPERTY, RE-INSPECTIONS, DAMAGES AND REPAIRS.** SELLER shall provide
310 BUYER reasonable access to the Property to conduct the inspections, re-inspections, inspection of any
311 corrective measures completed by SELLER and/or final walk through prior to Closing. **BUYER shall be**
312 **responsible and pay for any damage to the Property resulting from the inspection(s).**
313

314 **b. WOOD-DESTROYING INSECTS. SELLER AGREES TO PAY TO HAVE THE PROPERTY**
315 **TREATED** for control of infestation by wood-destroying insects if a written inspection report of a licensed
316 pest control firm reveals evidence of active infestation or evidence of past untreated infestation in the
317 main dwelling unit or included additional structures identified below or on the property within 30 feet of
318 such unit or structure(s) (or as otherwise required by government regulations, if BUYER is obtaining an
319 FHA/VA or other government program loan). **The inspection report must be delivered WITHIN THE**
320 **INSPECTION PERIOD, or any treatment shall be at BUYER'S expense.** If treatment is required,
321 SELLER shall provide Buyer with a certificate evidencing treatment by a licensed pest control firm of
322 SELLER'S choice, which certificate BUYER agrees to accept. Treatment shall be completed no earlier
323 than ninety (90) calendar days prior to the Closing Date. BUYER shall pay for any inspections requested
324 by BUYER and/or required by BUYER'S lender. **Any damage or repair issues related to wood**
325 **destroying insect infestations must be identified as Unacceptable Conditions. Additional**
326 **structures to be included in the inspection are:** _____
327

328 **c. UNACCEPTABLE CONDITIONS DEFINED.** An Unacceptable Condition is any condition identified
329 in a written inspection report prepared by an independent qualified inspector of BUYER'S choice, which
330 condition is unacceptable to BUYER and not otherwise excluded in this Contract. Any items marked
331 "Excluded" on Seller's Disclosure cannot be used by BUYER as a reason to cancel or renegotiate this
332 contract. In addition, the following items shall not be considered: _____
333

334
335 **d. NOTICE OF UNACCEPTABLE CONDITIONS.** If BUYER'S inspections reveal Unacceptable
336 Conditions BUYER may do any one of the following by notifying SELLER;

337 **(1) ACCEPT THE PROPERTY "AS IS".** BUYER may notify SELLER that the inspections are
338 satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or
339 renegotiate due to any Unacceptable Conditions; or

- 340 (2) CANCEL THIS CONTRACT by notifying SELLER in writing within the inspection period; or
341 (3) OFFER TO RENEGOTIATE with SELLER by notifying SELLER in writing within the
342 inspection period, identifying the Unacceptable Conditions.

343 BUYER'S notice, as provided above, terminates the inspection period and must be
344 accompanied by the applicable written inspection report(s) from the independent qualified
345 inspector(s).
346

- 347 e. **RESOLUTION OF UNACCEPTABLE CONDITIONS.** BUYER and SELLER shall have _____ days (5
348 days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Offer to Renegotiate (the
349 "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions. Any of the
350 following executed and delivered to the other party or other party's agent prior to the expiration of the
351 Re-negotiation Period shall constitute such an agreement:

- 352 (1) An amendment signed by BUYER and SELLER resolving the Unacceptable Conditions; or
353 (2) A written statement signed by BUYER accepting the Property "as is" without correction of
354 any Unacceptable Conditions; or
355 (3) A written statement signed by SELLER agreeing to do everything requested by BUYER in
356 BUYER'S Offer to Renegotiate.

357 If no agreement resolving the Unacceptable Conditions is reached prior to the expiration of the
358 Renegotiation Period, then either party may cancel this Contract by written notice to the other.
359

360 If BUYER does not conduct inspections BUYER shall have waived any right to cancel or renegotiate this
361 Contract pursuant to the inspection provisions. If BUYER conducts inspections but fails to notify SELLER of
362 Unacceptable Conditions prior to the expiration of the Inspection Period, BUYER shall have waived any
363 right to cancel or renegotiate this Contract pursuant to these inspection provisions.
364

365 **24. AGENCY DISCLOSURE. SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE**
366 **THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO**
367 **THEM, AND THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR**
368 **RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING,**
369 **UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT**
370 **RELATIONSHIP.**

371
372 **SELLER/LANDLORD AND BUYER/TENANT CONFIRMATION OF BROKERAGE AGENCY**
373 **RELATIONSHIPS:**
374

375 **A. Licensee assisting SELLER is functioning as:**

- 376 ☐ SELLER'S Agent
377 ☐ Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)
378 ☒ Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker
379 Agreement. SELLER is not being represented.
380 ☐ BUYER'S Agent and SELLER is not being represented
381 ☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not
382 being represented
383 ☐ Subagent
384

385 **B. Licensee assisting BUYER is functioning as:**

- 386 ☐ BUYER'S Agent
387 ☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker**)
388 ☒ Transaction Broker and BUYER agree, if applicable, to sign a Transaction Broker
389 Agreement. Buyer is not being represented.
390 ☐ SELLER'S Agent and Buyer is not being represented
391 ☐ Designated SELLER'S Agent in BUYER Purchase of the Property
392 (**Supervising Broker acts as a Transaction Broker.**) BUYER is not being represented.
393 ☐ Subagent
394

395 **25. SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and
396 other fees shall be paid out of escrow at Closing by ☒ SELLER/LANDLORD and, or, ☐ BUYER/TENANT

unless otherwise described in the terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER/LANDLORD and BUYER/TENANT understand and agree that Brokers may be compensated by more than one party in the transaction.**

26. ADDITIONAL TERMS AND CONDITIONS. Buyers agree to pay for the Owner Title Policy and the settlement fees. Reference # is R9298.

27. 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.

SELLER Junction City Land Bank

DATE

BUYER Sean P. O'Brien

DATE

SELLER

DATE

BUYER Penny J. O'Brien

DATE

Coldwell Banker Mowry Custer, Realtors

Name of Listing Brokerage

Coldwell Banker Mowry Custer, Realtors

Name of Selling Brokerage

Lance Custer

Name of Licensee Assisting Seller (Please Print)

Samuel Arias

Name of Licensee Assisting Buyer (Please Print)

(785) 226-0438

Listing Licensee Phone # Fax #

(808) 469-1688

Selling Licensee Phone # Fax #

lance.custer@coldwellbanker.com

Listing Licensee Email Address

samuel.arias@coldwellbanker.com

Selling Licensee Email Address

Br00052930

Listing Agent License #

SP00241775

Selling Agent License #

Br00052930

Supervising Broker License #

BR00052930

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 Manhattan 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)

Lance Custer

☒ Licensee Assisting Seller

☐ Licensee Assisting Buyer

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SPECIAL WARRANTY DEED

THIS INDENTURE is made this ___ day of January, 2019, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Sean P. O'Brien and Penny J. O'Brien, 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 Eight (8), Block Four (4), Mann's Ranch Addition
Unit No. 1 to Junction City, Geary County, 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: _____
Pat Landes,
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 _____, 2019, before me, a Notary Public in and for said state, personally appeared Pat Landes, 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:

RESOLUTION NO. 9-2018

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 SEAN P. O'BRIEN AND PENNY J. O'BRIEN.

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 Sean P. O'Brien and Penny J. O'Brien 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. 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 conveying Lot Eight (8), Block Four (4), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas to Sean P. O'Brien and Penny J. O'Brien.
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 2ND DAY OF JANUARY, 2019.

Pat Landes, Chairman

ATTEST:

Tammy Melton, Secretary

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 Eight (8), Block Four (4), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, 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
January 2, 2019