

Land Bank

March 05, 2019

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

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

1. 6:45 P.M. - CALL TO ORDER:

2. NEW BUSINESS:

- [a.](#) Consideration of Land Bank Minutes for February 19, 2019. (p.2)
- [b.](#) Consider the offer from Kyle Ibarra & Harmony Ibarra to purchase The West Half of Lot 31, Block 2, of Sutter Woods Subdivision in the amount of \$2,000. (p.5)
- [c.](#) Consider the offer from Matthew Westerhaus & Gretchen Westerhaus to purchase Lot 3, 4 & 5, Block 1, of Mann's Ranch Addition Unit Number 2 in the amount of \$24,000. (p.20)
- [d.](#) Discuss Policies for Land Bank Lots Offered as part of an Economic Development Agreement. (p.34)

3. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Land Bank Minutes for February 19, 2019.

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

February 19, 2019

8:00 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, February 19, 2019 with Chairman Pat Landes presiding.

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

NEW BUSINESS

Land Bank Minutes for January 2, 2019 Meeting was presented for consideration. Trustee Underhill moved to approve Land Bank Minutes for February 19, 2019 Meeting, seconded by Trustee Fitzgerald. Ayes: Landes, Underhill, Fitzgerald, Brown, and Allbritton. Nays: None. Motion Carried.

There was discussion to replat lots in the Olivia Farms Subdivision. Special Projects Manager Varnado gave details and answered questions.

The request to install electrical lines for Land Bank Lots in Mann's Ranch 2 and Olivia Farms Subdivision was presented. Special Projects Manager Varnado gave details and answered questions. Trustee Underhill moved to approve the request to install electrical lines for Land Bank Lots in Mann's Ranch 2 at the price not to exceed \$95,000.00 and when complete lots be sold at \$8,000.00 per lot, seconded by Trustee Fitzgerald. Ayes: Landes, Underhill, Fitzgerald, Brown, and Allbritton. Nays: None. Motion Carried.

There was discussion on Land Bank Lots offered as part of an Economic Development Agreement. City Manager Dinkel gave details and answered questions.

ADJOURNMENT

Trustee Fitzgerald moved, seconded by Trustee Underhill to adjourn at 8:23 p.m. Ayes: Landes, Underhill, Fitzgerald, Brown, and Allbritton. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 5TH DAY OF MARCH AS THE OFFICIAL
COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES
MINUTES FOR FEBRUARY 19TH, 2019.

Tammy Melton, Secretary

Pat Landes, Chairman

Backup material for agenda item:

- b. Consider the offer from Kyle Ibarra & Harmony Ibarra to purchase The West Half of Lot 31, Block 2, of Sutter Woods Subdivision in the amount of \$2,000.

City of Junction City

Land Bank

Agenda Memo

03-05-2019

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Kyle B. and Harmony J. Ibarra are offering to purchase The West Half (W1/2) of Lot 31, Block 2 of the Sutter Woods Subdivision for \$2,000.00. Leaving the east half titled by the city. This will allow the city to have access to the pond and dam to the north of the houses along Sawmill.

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

Staff Recommendation: Sell the lot.

Attachments: Sale Contract.



FLINT HILLS
ASSOCIATION
OF REALTORS®

RESIDENTIAL REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: Kyle B. Ibarra , Harmony J. Ibarra

BUYER TAKING TITLE AS: ☒ 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:

<u>West 1/2 of Lot R9458</u>	<u>Junction City</u>	<u>KS</u>	<u>66441</u>	<u>Geary</u>
Street Address	City	State	Zip	County

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)

(Subject to easements and restrictions of record)

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

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

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

☒ Personal check OR ☐ Other _____
in the amount of \$ 500.00

Deposited with:

☐ _____ Listing Broker

☒ Junction City Abstract and Title Company 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 date \$ 1,500.00

3. CLOSING AND POSSESSION. By April 8, 2019 ("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 _____ at _____, M., (If left blank, the Closing Date at 5:00 P.M.) **BUYER shall not occupy the Property or place personal property in or on it 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 Disclosure Statement of Condition Addendum
☐ Lead-Based Paint Addendum
☐ Other: _____

☐ Other: _____
☐ Other: _____
☐ Other: _____
☐ Other: _____

Residential Real Estate Sale Contract - 2017
Page 1 of 8

Coldwell Banker Mowry Custer Realtors®, 522 N. Eisenhower Dr. Junction City KS 66441
Phone: 785-762-4663 Fax: 785-762-2292 Michelle Custer

Lot R9458

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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

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

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

Listing Licensee _____	Date _____	Selling Licensee _____	Date _____
------------------------	------------	------------------------	------------

☐ **OTHER:** _____ (Identify)

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

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

TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED \$ _____

8. 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 12 of this Contract.

9. ☐ LIMITED HOME WARRANTY PLAN. (Check if applicable):

☐ SELLER or ☐ BUYER, at a cost not to exceed \$ _____, agrees to purchase a home warranty plan from _____ (vendor) with a per claim deductible of \$ _____. The **(Check one)** ☐ Licensee assisting SELLER or ☐ Licensee assisting BUYER will make arrangements for the home warranty plan, submitting required documentation for such to the escrow agent prior to Closing. Broker may receive a fee from the warranty company. **Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.**

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

11. CASUALTY INSURANCE AND LOSS. Seller shall bear all risk of loss or damage to the property to date of closing. Seller agrees to carry fire and extended coverage insurance on the improvements in an amount adequate to protect all parties to date of closing of this sale. In the event of loss or damage to the 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 \$0.00.

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

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

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

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

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

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

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

24. AGENCY DISCLOSURE. SELLER/LANDLORD AND BUYER/TENANT 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/LANDLORD AND BUYER/TENANT 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 BUYER'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not being represented
- ☐ Subagent

B. Licensee assisting BUYER is functioning as:

- ☐ BUYER'S Agent
- ☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker**)
- ☒ 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.
- ☐ Subagent

25. SOURCE OF COMPENSATION. Brokerage fees, to include but not limited to broker commissions and 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. Buyer's earnest deposit shall be deposited with JCAT within 10 days of contract approval by Landbank. Purchaser owns Lots 32 & 33, Block 2 of Sutter Woods Subdivision.

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.

<u>SELLER</u> Junction City Land Bank		<u>DATE</u>	<u>Kyle B. Ibarra</u> 02/08/2019 22:39:30	<u>BUYER</u> Kyle B. Ibarra	<u>DATE</u>
<u>SELLER</u>		<u>DATE</u>	<u>Harmony J. Ibarra</u> 02/08/2019 23:20:16	<u>BUYER</u> Harmony J. Ibarra	<u>DATE</u>
Coldwell Banker Mowry Custer, Realtors				Coldwell Banker Mowry Custer, Realtors	
Name of Listing Brokerage				Name of Selling Brokerage	
Lance A. Custer				Michelle M. Custer	
Name of Licensee Assisting Seller (Please Print)				Name of Licensee Assisting Buyer (Please Print)	
(785) 226-0438 /				(785) 226-0437 /	
Listing Licensee Phone # Fax #				Selling Licensee Phone # Fax #	
lance.custer@coldwellbanker.com				michelle.custer@coldwellbanker.com	
Listing Licensee Email Address				Selling Licensee Email Address	
BR00052930				SP00224781	
Listing Agent License #				Selling Agent License #	
BR00052930				BR00052930	
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 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)

☐ Licensee Assisting Seller

Michelle M. Custer

☒ 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 2017



APPROXIMATE SELLER'S PROCEEDS

Seller's Name(s): _____

Property Address: _____

Date: _____

A. SELLING PRICE

B. ENCUMBRANCES

1. First Mortgage
2. Second Mortgage

C. ESTIMATED SELLING COST

1. Policy of Title Insurance
2. Estimated Escrow/Settlement Agency Fees
3. Attorneys Fees
4. Termite Inspection and Report
(Possible Corrective and/or Preventative Work Not Included)
5. Proration of Interest on Existing Loan
(Interest Is Always One Month In Arrears. Allow One Month's Interest Maximum)
6. Miscellaneous (Processing Fees/Notary/Funding/Recording/Wiring)
7. Brokerage Fee _____ 6%
8. Tax Proration
9. Buyer's Cost
10. Home Warranty
11. Septic Inspection & Plumbing
(Estimated Cost: Uncover/Pump/Inspect \$650; Risers \$150)
12. Well Inspection (Estimated Cost: \$100-\$200)
13. _____
14. _____

\$ 1500 -

\$ 1600 -

D. APPROXIMATE TOTAL COSTS AND ENCUMBRANCES

E. APPROXIMATE SELLER'S PROCEEDS

(Sales Price Less Total Costs)

\$ 1000 -

\$ 500 -

** The approximate seller's proceeds calculated above will vary according to any differences in unpaid loan balances, escrow account (if any) and any expenses for required corrective and/or preventative work

POSSIBLE ADDITIONAL CREDITS OR DEBITS

- Proration of Property Tax
- Return Balance in Escrow Account
- Proration or Cancellation of Fire Insurance
- Encumbrances Not Disclosed By Seller

I am fully aware that this estimate has been prepared to assist me in computing my costs. Whenever possible, the broker has used the maximum charges that can be expected. The above fees and charges are estimates only; actual amounts are not guaranteed by Coldwell Banker and/or any of its agents or affiliates.

I have read the above figures and acknowledge receipt of a copy of this form.

Seller

Date

Broker/Sales Associate

Seller

Date

COLDWELL BANKER MOWRY CUSTER, REALTORS

Company

785-762-4663

Telephone

RESOLUTION NO. 1-2019

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 KYLE B. IBARRA AND HARMONY J. IBARRA.

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 Kyle B. Ibarra and Harmony J. Ibarra 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 The West Half (W1/2) of Lot 31, Block 2, Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas, to Kyle B. Ibarra and Harmony J. Ibarra.
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 5th DAY OF MARCH, 2019.

Pat Landes, Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ___ day of March, 2019, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Kyle B. Ibarra & Harmony J. Ibarra, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Two Thousand and no/100 Dollars (\$2,000.00), 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:

The West Half (W1/2) of Lot 31, Block 2, Sutter Woods
Subdivision, a Subdivision in the City of 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:

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:

The West Half (W1/2) of Lot 31, Block 2, Sutter Woods Subdivision, a Subdivision in the City of 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
March 5, 2019

Backup material for agenda item:

- c. Consider the offer from Matthew Westerhaus & Gretchen Westerhaus to purchase Lot 3, 4 & 5 Block 1, of Mann's Ranch Addition Unit Number 2 in the amount of \$24,000.

City of Junction City

Land Bank

Agenda Memo

03-05-2019

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Matthew and Gretchen Westerhaus are offering to purchase Lot 3-5, Block 1 of the Mann's Ranch Addition Unit No. 2 for \$24,000.00.

Options: 1. Accept the offer

2. Reject the Offer

Staff Recommendation: Sell the lot.

Attachments: Sale Contract.



FLINT HILLS
ASSOCIATION
OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

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

4
5 BUYER: Matthew J. Westerhaus, Gretchen G. Westerhaus

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 improvements (the
10 "Property") commonly known as:

11 R9336, R9337, R9338 Junction City KS 66441 Geary
12 Street Address (if available) City State Zip County

13
14 LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)

15
16 Lots 3, 4 and 5, Mann's Ranch Addition Unit Number 2, Junction City, Geary
17 County, KS
18 (Subject to easements, rights of way and restrictions of record)

19
20 There are no leasehold interests or tenant's rights in the subject property except as follows:

21
22
23 ZONING: Buyer takes the property subject to the current zoning classification.

24
25 2. PURCHASE PRICE: The purchase price for the property is \$ 24,000.00
26 which BUYER agrees to pay as follows:

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

28 ☒ Personal check OR ☐ Other _____
29 in the amount of \$ 500.00

30 Deposited with:

31 ☐ _____ Listing Broker

32 ☒ Junction City Abstract and Title Escrow/Closing Agent

33 ☐ If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker,
34 escrow/closing agent shall be _____

35
36
37 b. Total amount financed by BUYER \$ _____

38
39 c. Balance of purchase price to be paid on or before closing \$ 23,500.00

40
41 3. CLOSING AND POSSESSION: By April 29, 2019 ("Closing Date") SELLER shall execute and deliver
42 into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all
43 other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date,
44 BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by
45 BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract.
46 SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM
47 OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have
48 been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver
49 possession of the Property to BUYER on _____ at _____, M., (if left blank, the Closing
50 Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.
51

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

54
55 ☐ Contingency for Sale and/or Closing Addendum ☐ Other: _____

56 ☐ Seller's Land Disclosure and Condition Addendum ☐ Other: _____

57
58 5. CASH SALE: ☐ Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to
59 close within _____ days (5 days if left blank) of the effective date of the contract. Buyer may, within _____ days of the
60 effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed
61 appraiser.
62

Vacant Land Real Estate Sale Contract - 2017

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Banker Mowry Custer Realtors®, 522 N. Eisenhower Dr. Junction City KS 66441

Phone: 7857624663

Fax: 7857622292

JCLB-Westerhaus

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

63 **6. FINANCING TERMS. NEW MORTGAGE:** This contract is contingent upon Buyer being approved for a mortgage
64 loan on the subject property in an amount of up to \$ 24,000.00 from _____ at an interest rate of
65 not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this
66 contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this
67 contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application
68 for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees
69 required by the lender and promptly submit any documentation or information requested or required by the lender.
70
71 **7. APPRAISED VALUE CONTINGENCY:** If the final appraised value of the Property, as determined by BUYER'S
72 appraiser, is not equal to or greater than the purchase price, BUYER may cancel this Contract by written notice to
73 SELLER, which notice shall be accompanied by a copy of the appraisal. If within five (5) days after receipt of
74 BUYER'S notice of intent to cancel SELLER does not agree in writing to reduce the purchase price to an amount
75 equal to the final appraised value of the Property, as determined by BUYER'S appraiser; or BUYER and SELLER fail
76 to agree in writing on an acceptable sale price, this Contract shall be canceled and BUYER'S earnest money and any
77 additional deposits shall be returned to BUYER subject to the provisions of Paragraph 9 of this Contract.
78
79 **8. MAINTENANCE:** Until possession or closing, whichever occurs earlier, SELLER shall: maintain the Property in its
80 present condition, remove all possessions, trash, debris and perform ordinary and necessary maintenance to the
81 property.
82
83 **9. EARNEST MONIES AND ADDITIONAL DEPOSITS:** Any Earnest Money or Additional Deposits shall be
84 deposited within five (5) business days of the Effective Date, in an escrow account maintained by Listing Broker or
85 Escrow Agent. BUYER and SELLER agree that the Listing Broker or Escrow Agent may retain any interest earned on
86 escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant to
87 a right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to BUYER, and
88 neither party shall have any further rights or obligations under this Contract, except as otherwise stated. **Provided,**
89 **notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and**
90 **Additional Deposits, the parties understand that neither the Listing Broker nor the Escrow Agent can**
91 **distribute the Earnest Money and Additional Deposits without the written consent of all parties.** If BUYER and
92 SELLER can't agree upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing
93 Broker or Escrow Agent may commence an inter-pleader action. BUYER and SELLER agree that Listing Broker or
94 Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader proceeding
95 including, without limitation, reasonable attorneys' fees and expenses. In the absence of a dispute or written consent
96 to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within
97 7 days of receipt or failure to make written demand for return or forfeiture of the Earnest Money and Additional
98 Deposits within thirty (30) days of notice of cancellation of this Contract shall constitute consent to distribution of the
99 Earnest Money and Additional Deposits as suggested in such certified letter.
100
101 **10. SURVEY:** BUYER may, at BUYER'S expense, obtain a legal survey of the property from an engineer/surveyor
102 licensed in the State of Kansas before the closing date to assure that there are no defects, encroachments, overlaps,
103 boundary line or acreage disputes, or other matters, that would be disclosed by a survey. Prior to the closing date,
104 BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the property or any
105 building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. If SELLER
106 does not remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title
107 SELLER is able to convey without adjustment in the purchase price, or (b) canceling this Contract.
108
109 **11. EVIDENCE OF TITLE:** Prior to the Closing Date, SELLER, at SELLER'S expense, agrees to deliver to BUYER a
110 title insurance commitment from a company authorized to insure titles in Kansas. The title commitment shall commit to
111 insure a marketable fee simple title to BUYER. However, title to the Property shall be subject to the conditions in this
112 Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements,
113 special assessments, and community contracts of record as of the effective date of the title commitment (the "Permitted
114 Exceptions"). If BUYER notifies SELLER in writing of any objections to title, SELLER shall then make a good faith effort
115 to remedy the defects in title. If SELLER does not remedy the title defects before the closing date, BUYER may elect to
116 waive the objections, extend the closing date a reasonable time for SELLER to remedy the defects or cancel this
117 contract.
118
119 **12. TAX PRORATION, REASSESSMENT AND CLASSIFICATION:** The parties agree that all of the
120 following which become due and accrue during the calendar year in which SELLER'S warranty deed is
121 delivered shall be prorated between the parties as of the Closing Date and, for all years thereafter, all of
122 the following, to the extent permitted by applicable law, shall be assumed and paid by BUYER, interest on

Vacant Land Real Estate Sale Contract - 2017

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

136
137 **13. SPECIAL ASSESSMENTS:** In accordance with Kansas law, BUYER hereby acknowledges that, if
138 applicable, SELLER has disclosed to BUYER that the subject property is located in an improvement
139 district created pursuant to Kansas law and is or may be subject to a special assessment or fee pursuant
140 to Kansas law. Furthermore, SELLER has disclosed to BUYER the amount of any applicable special
141 assessment or fee or, if the amount of such special assessment or fee is unknown to SELLER, has given
142 to BUYER a good faith estimation of such special assessment or fee. **(Check one):**

143 ☐ THE SELLER DISCLOSES the estimated annual special assessment tax is _____.
144 ☒ THE SELLER DISCLOSES the actual annual special assessment tax is _____.

145
146 **14. THIRD PARTY INTEREST.** SELLER and BUYER acknowledge that Broker may have a financial interest in third
147 parties providing specialized services required by this Contract including, but not limited to, lender, title insurance
148 company, escrow agent, Closing Agent, and inspectors. **SELLER and BUYER agree that Broker shall not be**
149 **responsible for the conduct of third parties providing specialized services whether those services were**
150 **arranged by SELLER, BUYER, or Broker.**

151
152 **15. NOTICES.** Any notice or other communication required may be delivered in person, by facsimile, United States
153 Postal Service, courier service or email to the address set forth in this Contract or such other address or number as
154 shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as
155 of the date and time so delivered. Delivery to or receipt by a party's licensee shall constitute delivery to the party.

156
157 **16. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS.** This Contract and all attachments, amendments
158 and addenda constitute the complete agreement of the parties, supersede all previous agreements, and may be
159 modified or assigned only by written agreement.

160
161 **17. DEFAULTS AND REMEDIES.** SELLER or BUYER is in default if either fails to comply with any material covenant,
162 agreement or obligation within any time limits required. Following a default by either SELLER or BUYER, the other
163 party shall have the following remedies, subject to the provisions of Paragraph 12:

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

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

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

175
176 **18. SEXUAL PREDATOR NOTICE.** Kansas law requires persons who are convicted of certain crimes,
177 including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you,
178 as the BUYER, desire information regarding those registrants, you may find information on the homepage of
179 the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's
180 office.

181

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

191
192 **20. DISCLAIMER.** BUYER acknowledges property is being sold without warranties and guarantees of any kind by
193 SELLER or any broker or agent concerning the condition or value of the property. There are no representations or
194 warranties concerning the condition or value of the property made by SELLER or Broker on which BUYER is relying
195 except as may be fully set forth in writing and signed by them.

196
197 **21. INSPECTIONS.** BUYER may, at BUYER'S expense, verify the existing zoning is appropriate for BUYER'S use,
198 conduct environmental or other inspections within _____ days (14 if left blank), the inspection period, of the effective
199 date of this contract. If BUYER'S inspections reveal unacceptable conditions, BUYER may cancel this contract and all
200 earnest money shall be returned to BUYER. Or, BUYER and SELLER may negotiate an acceptable resolution of said
201 conditions. If negotiations are not completed successfully within _____ days (5 if left blank) after SELLER'S receipt of
202 BUYER'S offer to renegotiate, either may cancel this contract with written notice to the other. If BUYER fails to
203 conduct inspections and provide a written report from a qualified third party inspector within the inspection period,
204 BUYER shall have waived any rights provided by this inspection clause.

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

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

218
219
220
221 **22. AGENCY DISCLOSURE. SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THE REAL ESTATE**
222 **BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THAT THE BROKERAGE**
223 **RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION**
224 **BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE**
225 **OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.**

226
227 **SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:**

228
229 **A. Licensee assisting SELLER is functioning as:**
230 ☐ SELLER'S Agent
231 ☐ Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)
232 ☒ Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker
233 Agreement. SELLER is not being represented.
234 ☐ BUYER'S Agent and SELLER is not being represented
235 ☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not
236 being represented.
237 ☐ Subagent

238
239 **B. Licensee assisting BUYER is functioning as:**
240 ☐ BUYER'S Agent
241 ☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker**)

Vacant Land Real Estate Sale Contract - 2017

Page 4 of 5

- 242 ☒ Transaction Broker and BUYER agree, if applicable, to sign a Transaction Broker
243 Agreement. Buyer is not being represented.
244 ☐ SELLER'S Agent and Buyer is not being represented
245 ☐ Designated SELLER'S Agent in BUYER Purchase of the Property
246 (Supervising Broker acts as a Transaction Broker.) BUYER is not being represented.
247 ☐ Subagent
248

249 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other
250 fees, shall be paid out of escrow at Closing by ☒ SELLER and, or, ☐ BUYER unless otherwise described in the
251 terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER**
252 **understand and agree that Brokers may be compensated by more than one party in the transaction.**
253

254 **24. ADDITIONAL TERMS AND CONDITIONS.** JCLB & City of Junction City certify that
255 electric by DS&O, Gas by KS Gas, and water/sewer services are in place.
256

257 **25. EXPIRATION.** This offer shall expire on _____, at _____ o'clock ____ .m. (5:00 p.m. if
258 left blank) unless accepted by SELLER or withdrawn by BUYER before that time.
259

260 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS**
261 **CONTRACT.**
262

263 **All parties agree that this transaction can be conducted by electronic means according to the Uniform**
264 **Electronic Transaction Act as adopted in Kansas.**
265

266
267
268 **SELLER** Junction City Land Bank **DATE** Matthew J. Westerhaus 02/28/2019 20:28:20
269 **BUYER** Matthew J. Westerhaus **DATE**

270
271 **SELLER** **DATE** Gretchen G. Westerhaus 02/28/2019 20:31:21
272 **BUYER** Gretchen G. Westerhaus **DATE**

273 **Coldwell Banker Mowry Custer, Realtors** **Coldwell Banker Mowry Custer, Realtors**
274 **Name of Listing Brokerage** (Please Print) **Name of Selling Brokerage** (Please Print)

275 **Lance Custer** **Lance Custer**
276 **Name of Licensee Assisting Seller** (Please Print) **Name of Licensee Assisting Buyer** (Please Print)

277 **(785) 226-0438** / **(785) 226-0438**
278 **Listing Licensee Phone #** **Selling Licensee Phone #** **Fax #** **Fax #**

282 **lance.custer@coldwellbanker.com** **lance.custer@coldwellbanker.com**
283 **Listing Licensee Email Address** **Selling Licensee Email Address**

284 **BR00052930** **BR00052930**
285 **Listing Agent License #** **Selling Agent License #**

286 **BR00052930** **BR00052930**
287 **Supervising Broker License #** **Supervising Broker License #**
288

289 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)

☐ Licensee Assisting Seller

☐ Licensee Assisting Buyer

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ADDENDUM 1

Addendum to contract dated _____ between:

Junction City Land Bank (Sellers) and
Matthew J. Westerhaus, Gretchen G. Westerhaus (Buyers) on property located
at R9336, R9337, R9338, Junction City, KS 66441

Buyers agree to pay the cost of the owner title policy and the settlement fees.

Buyers acknowledge that the Junction City Land Bank, Coldwell Banker Mowry Custer, Realtors and its licensees do not warrant the suitability of the lots.

SELLER Junction City Land Bank _____ DATE _____

Matthew J. Westerhaus 02/28/2019 20:28
BUYER Matthew J. Westerhaus _____ DATE _____

SELLER _____ DATE _____

Gretchen G. Westerhaus 02/28/2019 20:51
BUYER Gretchen G. Westerhaus _____ DATE _____

Coldwell Banker Mowry Custer Realtors®, 522 N. Eisenhower Dr. Junction City KS 66441
Phone: 7857624663 Fax: 7857622292 Lance Custer

JCLB-Westerhaus

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



522 N. Eisenhower Dr.
Junction City, KS 66441
(785) 762-4663

GOOD-FAITH ESTIMATES OF CLOSING COSTS FOR BUYER(S)

CLOSING COSTS & PREPAID ITEMS

Loan Origination Fee or Discount Fee	240
Appraisal Fee	
Credit Report	
Appraiser Inspection Fee	
Lender's Doc. Prep./App. Fee	250
Lender & Closing Fee	
Private Mortgage Insurance	
Abstract/Title Search	
Settlement Fee	300
Title Insurance	240
Recording Fees	135
Mortgage Registration Tax (.0026)	62
Survey or MTI	
Tax Service Fee	
CLOSING COST SUBTOTAL	1227
Prepaid Interest	
Prepaid PMI	
Prepaid H/O Insurance	0
Prepaid Taxes	0
PREPAID SUBTOTAL	0
TOTAL ESTIMATED COSTS	1227

ESTIMATED CASH NEEDED TO CLOSE

Purchase Price	24000
Closing Costs	1227
VA/USDA Funding Fee	
TOTAL ACQUISITION COSTS	25227
Mortgage Amount	24000
Earnest Money Deposit	500
Seller Paid Costs	
ESTIMATED BALANCE DUE	727
ESTIMATED MONTHLY PAYMENT	
15 Years at 5.000%	
Principal & Interest	190
Real Estate Taxes	
Homeowner's Insurance	
Private Mortgage Insurance	
TOTAL ESTIMATED PAYMENT	190

NOTE:

The above Good-Faith Estimates of Closing Costs are only estimates and the actual charges due at settlement may be different.

Lance Custer

Broker or Authorized Agent

Matthew J. Westerhaus



02/28/2019
08:28 PM CST

Buyer

Date

Gretchen G. Westerhaus



02/28/2019
08:31 PM CST

Buyer

Date



MOWRY CUSTER,
REALTORS®

APPROXIMATE SELLER'S PROCEEDS

Seller's Name(s): Junction City Land Bank

Property Address: R9336, R9337, R9338

Date: 2/25/2019

A. SELLING PRICE

\$ 24,000.00

B. ENCUMBRANCES

1. First Mortgage

2. Second Mortgage

C. ESTIMATED SELLING COST

1. Policy of Title Insurance

2. Estimated Escrow/Settlement Agency Fees

3. Termite Inspection and Report

(Possible Corrective and/or Preventative Work Not Included)

4. Proration of Interest on Existing Loan

(Interest is Always One Month in Arrears. Allow One Month's Interest Maximum)

5. Brokerage Fee #####

\$ 3,000.00

6. Tax Proration (Flat Fee of \$1000 per lot)

7. Buyer's Cost

8. Home Warranty

9. Septic Inspection & Plumbing

(Estimated Cost: Uncover/Pump/Inspect \$650; Risers \$150)

10. Well Inspection (Estimated Cost: \$100-\$200)

11. Attorney Fees

12. Miscellaneous:

13. Miscellaneous:

14. Miscellaneous:

D. APPROXIMATE TOTAL COSTS AND ENCUMBRANCES

\$ 3,000.00

E. APPROXIMATE SELLER'S PROCEEDS

\$ 21,000.00

(Sales Price Less Total Costs)

** The approximate seller's proceeds calculated above will vary according to any differences in unpaid loan balances, escrow account (if any) and any expenses for required corrective and/or preventative work

POSSIBLE ADDITIONAL CREDITS OR DEBITS

- Proration of Property Tax
- Return Balance in Escrow Account
- Proration or Cancellation of Fi
- Encumbrances Not Disclosed By Seller

I am fully aware that this estimate has been prepared to assist me in computing my costs. Whenever possible, the broker has used the maximum charges that can be expected. The above fees and charges are estimates only; actual amounts are not guaranteed by Coldwell Banker and/or any of it's agents or affiliates.

I have read the above figures and acknowledge receipt of a copy of this form.

Seller _____ Date _____
Lance Custer _____
Broker/Sales Associate

29 _____ Date _____
COLDWELL BANKER MOWRY CUSTER, REALTORS _____
Company Telephone 785-762-4663

RESOLUTION NO. 2-2019

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 MATTHEW J. WESTERHAUS AND GRETCHEN G. WESTERHAUS.

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 Matthew J. Westerhaus and Gretchen G. Westerhaus 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 Three (3), Block One (1). Mann's Ranch Addition Unit No. 2 to Junction City, Geary County, Kansas, Lot Four (4), Block One (1). Mann's Ranch Addition Unit No. 2 to Junction City, Geary County, Kansas, and Lot Five (5), Block One (1). Mann's Ranch Addition Unit No. 2 to Junction City, Geary County, Kansas to Matthew J. Westerhaus and Gretchen G. Westerhaus.
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 5th DAY OF MARCH, 2019.

Pat Landes, Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of March, 2019, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Matthew J. Westerhaus & Gretchen G. Westerhaus, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Twenty-Four Thousand and no/100 Dollars (\$24,000.00), 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 Three (3), Block One (1), Mann's Ranch Addition Unit
No. 2 to Junction City, Geary County, Kansas

Lot Four (4), Block One (1), Mann's Ranch Addition Unit
No. 2 to Junction City, Geary County, Kansas

Lot Five (5), Block One (1), Mann's Ranch Addition Unit
No. 2 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:

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 Three (3), Block One (1), Mann's Ranch Addition Unit No. 2 to Junction City, Geary County, Kansas

Lot Four (4), Block One (1), Mann's Ranch Addition Unit No. 2 to Junction City, Geary County, Kansas

Lot Five (5), Block One (1), Mann's Ranch Addition Unit No. 2 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
March 5, 2019

Backup material for agenda item:

- d. Discuss Policies for Land Bank Lots Offered as part of an Economic Development Agreement.

City of Junction City

Land Bank

Agenda Memo

02/28/2019

From: Allen J. Dinkel, City Manager
To: Land Bank Board
Subject: Discuss Policies for Land Bank Lots Offered as part of an Economic Development Agreement

Objective: Discuss policies for the transfer of Land Bank Lots that were offered as part of the Development Agreement with Camso.

Explanation of Issue: Part of the Development Agreement with Camso was to offer 45 Land Bank lots to employees of the company. This was discussed last meeting, but I have been contacted by John Lawrence, Human Resources and Health and Safety Manager of Camso and the company feels that the company has 45 lots at their discretion for employees and this can be one or more lots per employee. The Development agreement states as follows:

on page 6, Para (g) subparagraph (ii) that “The company must exercise options to designate its FTE’s [Full Time Employees] to “RECEIVE ONE OR MORE” of such house lots by providing written notice to the city within six (6) years after the date of this agreement. The option provided for in the paragraph (f) shall expire if not exercised by the Company within the said period.

They would like to give senior management the opportunity to build on two lots and they feel that giving one lot and making them by the other is not in compliance with the agreement.

I think we all have learned much about using the lots as part of an agreement and will make changes next time.

Staff Recommendation: As we move into this phase of transferring Land Bank to potential owners we need to identify the issues we have to address. I know there is a concern that an employee will take a lot and never build and sell the lot to make money. Not sure how to control this, but ultimately it will be less Land Bank lots that the City has to maintain. Even though this maybe should have been spelt out, I also believe we need to just stick with the Camso agreement (we do learn as we go in some cases) and not get into any arguments about the interpretation and allow up to 45 lots to be transferred to employees of Camso in the time period.

Attachments: None