

September 19, 2023

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

**Pat Landes
Ronna Larson
Jeff Underhill
Matthew Bea
Bob Story**

1. 6:40 P.M. - CALL TO ORDER:

2. NEW BUSINESS:

- a. Consideration of Land Bank Minutes for the September 5th, 2023 Meeting.
- b. Consideration of a Land Bank Offer Amendment from a Mission Properties, LLC offer that was approved August 15th, 2023, Increasing the price to \$62,500.00 & Installing Power to 15 lots on Mallard Circle.
- c. Consideration of the offer from C&C Homes, LLC to Purchase Lots 14-19, 35, 36, & 48-50, Block 1; Lots 1-4 & 9-15, Block 10 of Olivia Farms 2nd Plat and Lots 8-14, Block 3; Lots 1-24, 28, & 29, Block 4 of the Olivia Farms Subdivision in the amount of \$55,000.00.
- d. Consideration of the offer from Maiah & Bradley Diel to Purchase Lot 1, Block 4 of Prairie Ridge #2 in the amount of \$20,000.00.
- e. Consideration of the offer from Brendan Doyle & Ann-Marie Kennedy to Purchase Lot 13, Block 9 of the Sutter Woods Subdivision in the amount of \$5,000.00.
- f. Consideration of the offer from Mission Properties, LLC to Purchase Lots 14-16, Block 1; Lots 18-19 & 20-28, Block 2; & Lots 1-5, Block 6 of Prairie Ridge #1 in the amount of \$47,500.00.
- g. Land Bank Policy Discussion.

3. ADJOURNMENT:

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

September 5, 2023

6:45 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, September 5th, 2023 with Chairman Pat Landes presiding.

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

NEW BUSINESS

Land Bank Minutes for the August 15th, 2023 Meeting was presented for consideration. Trustee Underhill moved to approve Land Bank Minutes for August 15th, 2023 Meeting, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, and Bea. Nays: None. Motion Carried.

There was a discussion on the 10.2 Acre Lot in Prairie Ridge #2. City Manager Dinkel and Maiah Diel gave details and answered questions.

There was a discussion on Electric Utility Extension & additional Street Lighting in the Sutter Woods & Sutter Highlands Subdivision. City Manager Dinkel gave details and answered questions. Trustee Underhill moved to approve the Extension of Electric Utility & additional Street Lighting in the Sutter Woods & Sutter Highlands Subdivision, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, and Bea. Nays: None. Motion Carried.

The offer from Italian Development Group to Purchase Lots 57-61, Block 1 of the Sutter Highlands Subdivision in the amount of \$12,500.00 was presented. City Manager Dinkel gave details and answered questions. Trustee Underhill moved to approve the offer from Italian Development Group to Purchase Lots 57-61, Block 1 of the Sutter Highlands Subdivision in the amount of \$12,500.00, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, and Bea. Nays: None. Motion Carried.

The offer from Drippé Homes, Inc. to Purchase Lots 1-14, Block 11; Lots 1-12, Block 8; Lots 1-5, 14-18, Block 10; Lots 1-3, 10 & 11, Block 9; Lots 7-15, Block 12; Lots 18, 19, 46, 49-56, Block 4 of the Sutter Highlands Subdivision & Lots 1-9, Block 8; Lots 6-11, Block 6 of the Sutter Woods Subdivision in the amount of \$296,500.00 was presented. City Manager Dinkel gave details and answered questions. Trustee Underhill moved to approve the offer from Drippé Homes, Inc. to Purchase Lots 1-14, Block 11; Lots 1-12, Block 8; Lots 1-5, 14-18, Block 10; Lots 1-3, 10 & 11, Block 9; Lots 7-15, Block 12; Lots 18, 19, 46, 49-56, Block 4 of the Sutter Highlands Subdivision & Lots 1-9, Block 8; Lots 6-11, Block 6 of the Sutter Woods Subdivision in the amount of \$296,500.00, seconded

September 5, 2023

by Trustee Larson. Ayes: Landes, Larson, Underhill, and Bea. Nays: None. Motion Carried.

The Land Bank Offer Amendment removing Lot 4, Block in the Sutter Highland Subdivision from Mission Properties, LLC offer that was approved August 15th, 2023 was presented. City Manager Dinkel gave details and answered questions. Trustee Underhill moved to approve the Land Bank Offer Amendment removing Lot 4, Block in the Sutter Highland Subdivision from Mission Properties, LLC offer that was approved August 15th, 2023, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, and Bea. Nays: None. Motion Carried.

The offer from C&C Homes, LLC to Purchase Lots 6 & 7, Block 5 and Lots 70-76, Block 1 of the Sutter Highlands Subdivision in the amount of \$22,500.00 was presented. City Manager Dinkel gave details and answered questions. Trustee Underhill moved to approve the offer from C&C Homes, LLC to Purchase Lots 6 & 7, Block 5 and Lots 70-76, Block 1 of the Sutter Highlands Subdivision in the amount of \$22,500.00, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, and Bea. Nays: None. Motion Carried.

ADJOURNMENT

Trustee Underhill moved, seconded by Trustee Larson to adjourn at 6:55 p.m. Ayes: Landes, Larson, Underhill, and Bea. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 19TH DAY OF SEPTEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR SEPTEMBER 5TH, 2023.

Tammy Melton, Secretary

Ronna Larson, Vice Chair

City of Junction City

Land Bank

Agenda Memo

09-19-2023

From: Allen Dinkel, City Manager
To: Land Bank Board
Subject: Land Bank Offer Amendment

Objective: Consider the land bank offer amendment to a previously approved Land Bank lot.

Explanation of Issue: Mission Properties, LLC is amending their offer increaing the price of a previous contract for the purchase of lots on Mallard to \$4000 and have the city install power.

Options:

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

Staff Recommendation: This offer was approved earlier, but since there is not electric power to these lots, Mission properties wishes to increase the price to \$4,000 per lot as has been done for other lots.

Attachments:

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

SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER: <u>Junction City Land Bank</u>		
2	PROPERTY: <u>16 vacant lots</u>		
3	ESTIMATED CLOSING DATE: <u>September 29, 2023</u>		
4	PRICE:	\$	<u>62,500.00</u>
5			
6	LESS ITEMS TO BE PAID BY SELLER:		
7	1st Mortgage /Deed of Trust	\$	
8	2nd Mortgage /Deed of Trust	\$	
9	Other Encumbrance	\$	
10	1st Mtg. Interest Proration: From _____ to _____	\$	
11	2nd Mtg. Interest Proration: From _____ to _____	\$	
12	Tax Proration: From _____ to _____	\$	
13	Mortgage Prepayment Penalty	\$	
14	Title Insurance Policy	\$	
15	Closing and Escrow Fee	\$	
16	Unpaid Assessments (if not assumed by buyer)	\$	
17	Listing Commission	\$	<u>8,000.00</u>
18	Selling Commission	\$	<u>8,000.00</u>
19	Broker's Administrative Commission	\$	
20	Marketing Fee	\$	
21	Homes Association Dues	\$	
22	Buyer's Closing Costs Paid by SELLER	\$	
23	Costs not payable by Buyer*	\$	
24	FHA/VA or Lender Discount Points	\$	
25	Release of Lien Fees	\$	
26	Home Warranty Fee	\$	
27	Other	\$	
28			
29	Total to be paid at Closing	\$	<u>16,000.00</u>
30	APPROXIMATE NET PROCEEDS	\$	<u>46,500.00</u>
31	POTENTIAL ADDITIONAL EXPENSES		
32	Inspection Related Repairs	\$	
33	Wood Infestation Treatment	\$	
34	Other	\$	
35			
36	The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.		
37			
38			
39			
40			
41	THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.		
42	SELLER: _____		
43			Date
44	SELLER: _____		
45			Date
46	By: <u>Lance Custer</u>	<u>09/11/2023</u>	
47	Licensee		Date
48	*Some lending programs do not allow Buyer to pay tax service fees, underwriting fees, etc.		

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

Seller's Estimated Proceeds Worksheet 2008

AMENDMENT to contract & add 1

Amendment to contract dated August 15, 2023 between:
Junction City Land Bank (Sellers) and
Mission Properties, LLC (Buyers) on property located
at 16 vacant lots

The price shall be changed to 62500. The Junction City Land Bank agrees to install power at the 15 lots on Mallard Cir that currently lack power.

SELLER	DATE	<u>Mike Drippé</u>	<u>09/11/2023</u>
BUYER	DATE		
SELLER	DATE	BUYER	DATE

City of Junction City

Land Bank

Agenda Memo

09-19-2023

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: C&C Homes, LLC is offering to purchase Lots 14-19, 35, 36, & 48-50, Block 1; Lots 1-4 & 9-15, Block 10 of Olivia Farms 2nd Plat and Lots 8-14, Block 3; Lots 1-24, 28, & 29, Block 4 of Olivia Farm Subdivision in the amount of \$55,000.00. They have asked to make a presentation to the Land Bank and attached is their presentation Power Point.

Options:

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

Staff Recommendation: This offer is for \$1,000 per lot for 55 lots in Olivia Farms. They will be responsible for all electric extensions in areas they don't exist. Some of these lots may have electric service already.

C&C Homes presently have about 17 lots on Reserve in Sutter Highlands. As you know the Sutter Highlands area is the hottest subdivision at the present time.

Price per lot may also be another consideration. C&C Homes has built a number of homes.

Attachments:

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

Junction City Land Bank Lots Proposal

C & C Homes

9/19/2023





C & C Homes

- C & C Homes has built over 30 homes in the previous 3 years in this area.
- C & C Homes/JC Seamless has built numerous homes in the Manns Ranch/Sutter Highlands addition and has been in business in Junction City since 1997.
- C & C Homes has built 2 homes in Olivia Farms has a building permit for a 3rd home in Olivia Farms to begin construction September 2023.
- C & C Homes has followed through with commitments to Land Bank.
- Land Bank has sold the balance of the lots in the area that C & C Homes is currently building. C & C Homes would like to secure more lots for future development.



SUTTER
HIGHLANDS
SEPTEMBER 2022 –
MAY 2023





MANN'S RANCH





• Sutter Highlands Current Builds





*More pictures
from back at the
ranch*



Olivia Farms

- Olivia Farms is primarily vacant, lacks infrastructure, and the building lots are often too narrow for a single-family home.
- Previous land bank purchases have been returned to the city or no progress made. This area is overgrown and not maintained.
- Terrain is rocky, expensive to build.



Junction City Land Bank Board Code



Study, analyze and evaluate potential, present and future uses for such property which would provide for the effective reutilization of such property.



The Board, for the purpose of land disposition, may consolidate, assemble or subdivide individual parcels of property acquired by the Bank.

Reference: [CHAPTER 110: - BOARDS AND COMMISSIONS | Code of Ordinances | Junction City, KS | Municode Library](#)



Homes Built
by C & C Homes
in Olivia Farms



*2604 Wilma Way
The Beginning of
Another Dream*



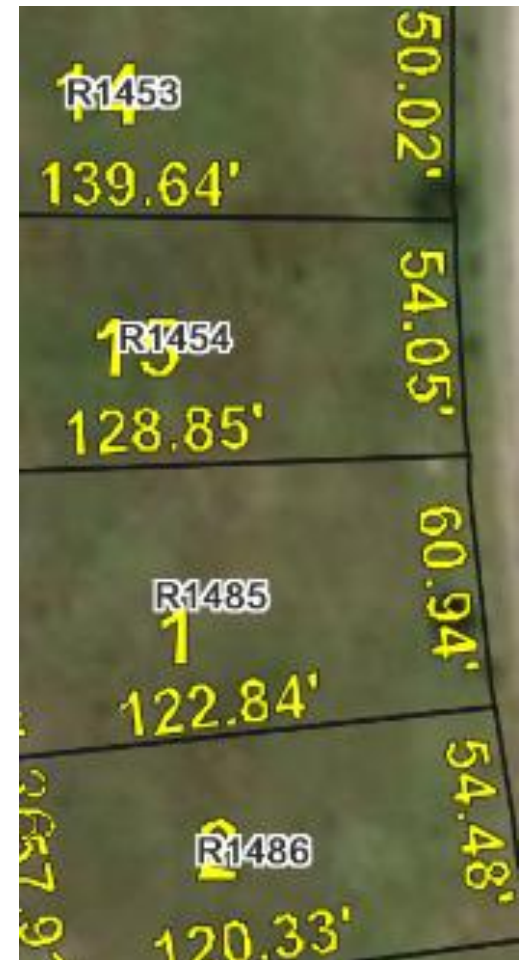
*2603 Wilma Way
Sharing The Dream*



*2728 Samantha Drive
Living the Dream....*



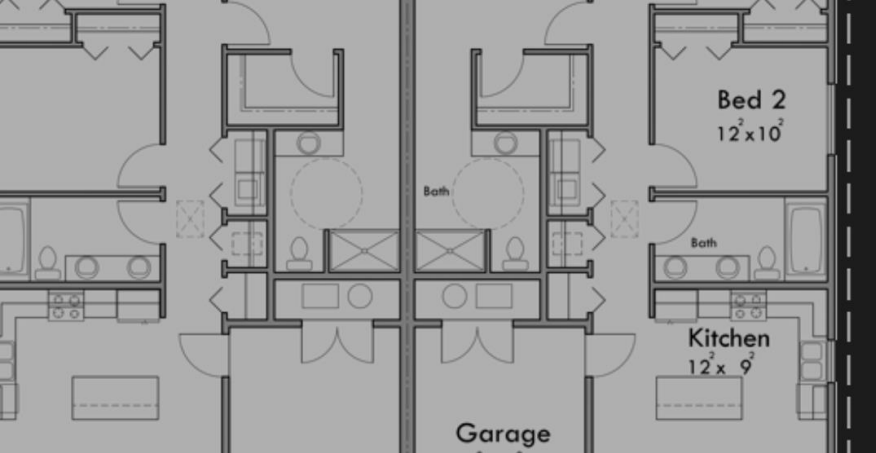
Example narrow lots in Olivia Farms



Proposal – Effective reutilization and consolidation



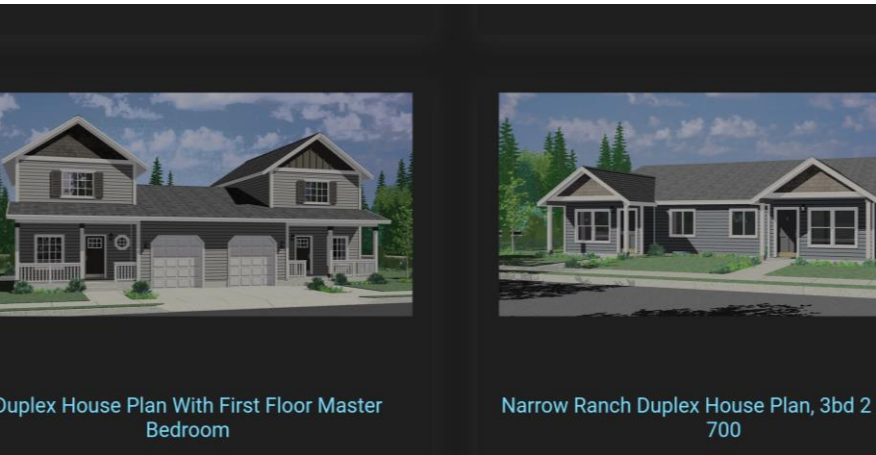
- C & C Homes to purchase 55 lots in Olivia Farms at \$55,000 to build approx. 30 homes
 - C & C Homes would be paying for the utilities in this offer without any additional rebate
- Opportunity for the city to receive additional annual taxes on approx. 30 homes in Olivia Farms
- C & C Home's average home price is listed at \$305,000 which at the current mil levy computes out to approximately \$5742.40 in real estate taxes. By C&C homes purchasing the lots, the city could potentially earn a minimum of \$171,000 in real estate taxes annually.
- C & C Homes would like to build duplexes on south end of Olivia Farms to establish a lower price point for potential buyers and continue to build single family homes as you progress to the north end.



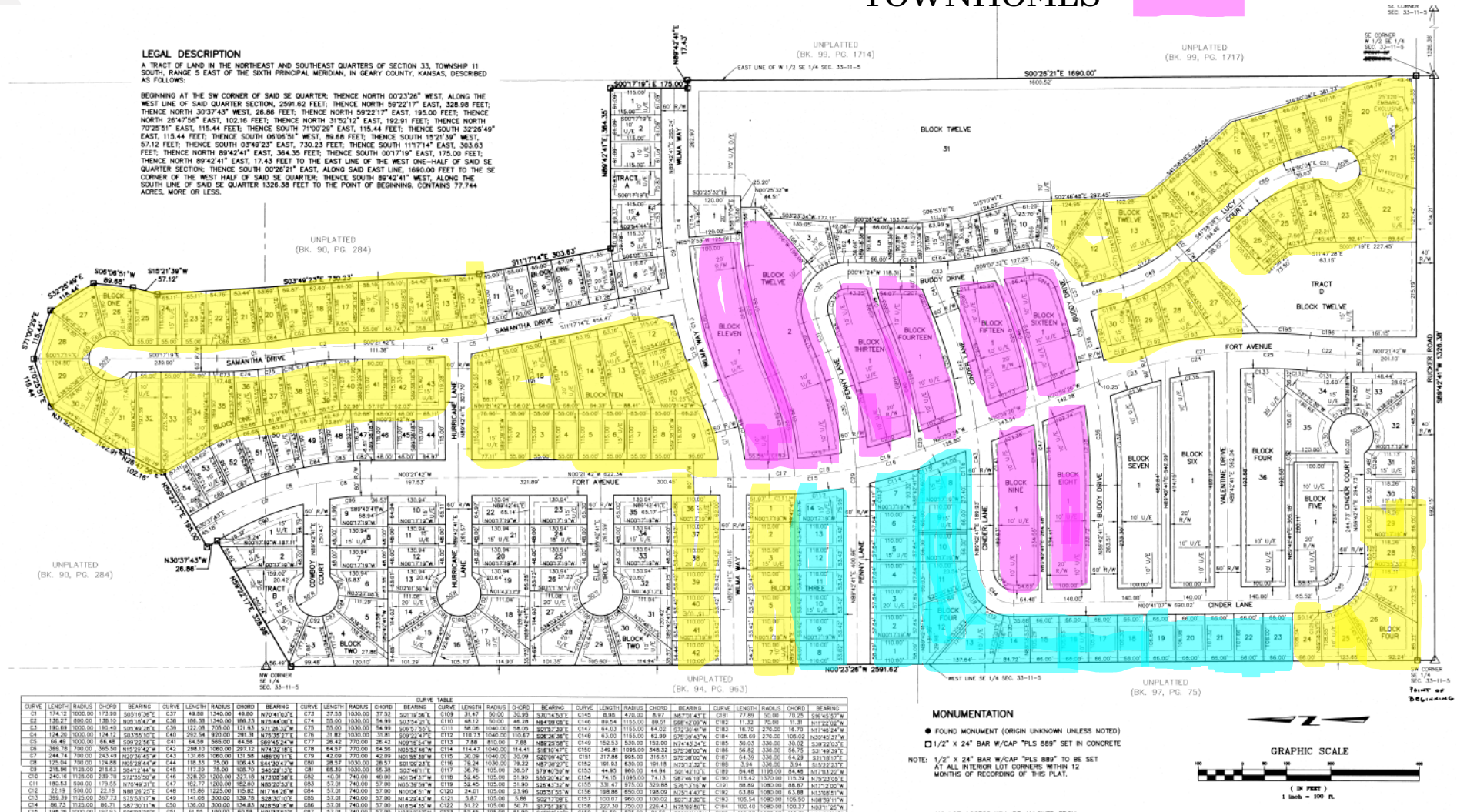
Olivia Farms

Revive The Dream.

- *Affordable Housing in an inflated economy*
- *Duplex Living for all walks of life*
- *Single family homes to welcome all.*
- *FOUNDATIONS on which to build memories*



SINGLE FAMILY DUPLEX TOWNHOMES





Beginning of Construction

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: C&C Homes, LLC

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:

SEE ADDENDUM 1 55 LOTS
Street Address (if available) JUNCTION CITY KS 66441 GEARY
City State Zip County

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
See Addendum 1

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

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

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

2. PURCHASE PRICE: The purchase price for the property is \$ 55,000.00
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 & TITLE

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

\$

54,500.00

3. CLOSING AND POSSESSION: By October 31, 2023 ("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 October 31, 2023 at _____ M., (if left blank, the Closing Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.

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

☐ Contingency for Sale and/or Closing Addendum

☒ Other: ADDENDUM 1

☐ Seller's Land Disclosure and Condition Addendum

☐ Other: _____

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

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 \$ _____ 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
87 to 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

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

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

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

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

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

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

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

- a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
- b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

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

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

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

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

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

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

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

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

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.

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

24. ADDITIONAL TERMS AND CONDITIONS. Buyer requests to present offer in person

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

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

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

SELLER Junction City Land Bank DATE

SELLER DATE

COLDWELL BANKER PATRIOT REALTY
Name of Listing Brokerage (Please Print)

Lance Custer
Name of Licensee Assisting Seller (Please Print)

Listing Licensee Phone # / Fax #

Listing Licensee Email Address

BR0052930

Listing Agent License #

BR0052930

Supervising Broker License #

Brad E. Chauncey
dotloop verified
09/06/23 7:47 PM CDT
KDZB-XH2L-WFKF-FEVH

BUYER C&C Homes, LLC DATE

Shawn L. Chauncey
dotloop verified
09/06/23 7:48 PM CDT
CQFS-DDYC-9KSR-BU4G
BUYER DATE

CENTURY 21 GOLD TEAM-REALTORS
Name of Selling Brokerage (Please Print)

Holly Beck
Name of Licensee Assisting Buyer (Please Print)

Selling Licensee Phone # / Fax #

Selling Licensee Email Address

BR00231512

Selling Agent License #

BR00231512

Supervising Broker License #

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

FORM CERTIFICATION: (To be completed by Licensee preparing this form.)

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

(CHECK ONE)

☐ Licensee Assisting Seller

Holly Beck
dotloop verified
09/06/23 6:44 PM CDT
6UPJ-2ED5-SJ4I-SFNT
☒ Licensee Assisting Buyer

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

Vacant Land Real Estate Sale Contract - 2017

Page 5 of 5

ADDENDUM Addendum 1

Addendum to contract dated September 6th, 2023 between:
Junction City Land Bank (Sellers) and
C&C Homes, LLC (Buyers) on property located
at SEE ADDENDUM 1 55 LOTS, JUNCTION CITY, KS 66441

R1455 - R1457 (3 Lots)

Lots 48 - 50, Block 1 Olivia Farms 2nd Plat to City of Junction City, Geary County, KS

R1478 - R1483 (6 Lots)

Lots 14 - 19, Block 1, Olivia Farms 2nd Plat to City of Junction City, Geary County, KS

R1485 & R1486 (2 Lots)

Lot 35 & Lot 36, Block 1, Olivia Farms 2nd Plat to City of Junction City, Geary County, KS

R1537 - R1543 (7 Lots),

Lot 8 - 14, Block 3, Olivia Farms Subdivision to City of Junction City, Geary County, KS

R1544 - R1567 (24 lots)

Lots 1 - 24, Block 4, Olivia Farms Subdivision to City of Junction City, Geary County, KS

R1571 & R1572 (2 Lots),

Lots 28 & 29, Block 4, Olivia Farms Subdivision to City of Junction City, Geary County, KS

R1628 - R1631 (4 lots),

Lots 1 - 4, Block 10, Olivia Farms 2nd Plat to City of Junction City, Geary County, KS 66441

R1636 - R1642 (7 lots)

Lots 9 -15, Block 10, Olivia Farms 2nd Plat to City of Junction City, Geary County, KS 66441

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

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

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

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

<u>SELLER Junction City Land Bank</u>		<u>DATE</u>	<u>BUYER C&C Homes, LLC</u>	<u>DATE</u>
<u>SELLER</u>		<u>DATE</u>	<u>BUYER</u>	<u>DATE</u>

Land Bank, City of Junction City, Kansas

POLICY: PRICING OF LOTS IN LAND BANK

POLICY NUMBER: 001

REVISED: FEBRUARY 1, 2022

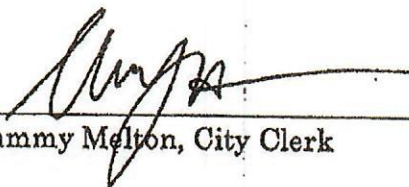
- I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for \$5,000.00 (five thousand dollars) per lot.
- II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more than one lot that are contiguous/adjacent, then the rebate shall only be applied to one of the lots. A developer may obtain a rebate for each residence or other building built upon a lot(s).
 - a. **Build home AND obtain Certificate of Occupancy within one year (12 months) of closing:** The Land Bank will give a rebate of \$4,000 to the buyer.
 - b. **Build home AND obtain Certificate of Occupancy within two years (24 months) of closing:** The Land Bank will give a rebate of \$3,000 to the buyer.
- III. **Electric Utility Refund:** Land Bank offers a refund of up to \$4,000 per lot if the property does not have full utilities servicing the buyer's lots.
 - a. Upon extension of full utility service to the lots, then the buyer shall be eligible for a rebate of up to a maximum \$4,000 per lot but is limited to actual cost of utility extension if the value/cost is lower than \$4,000 per lot.
 - b. To receive a refund, buyer must provide a receipt or invoice from the utility company.
 - c. "Full utilities" for the purpose of this refund only pertains to electric utility and no other utilities or other services.
- IV. **Developers and Contractors Pricing:** If developers or contractors are the buyer, then they may purchase five (5) or more lots at a price of \$2,500 per lot.
 - a. To qualify as a developer or contractor for this pricing, then they or an agent of their organization must be a licensed contractor under the Ordinances of the City of Junction City, Kansas including but not limited to Chapter 580.
 - b. Developers or Contractors may qualify for this pricing. In addition, they may be eligible for up to a \$1,500 refund per lot under the same process as listed in III.
- V. **Ineligible for Rebate:** If a buyer purchases a lot(s) for a price less than \$5,000 per lot or utilizes the Refund or Pricing offered in III or IV, then the buyer is ineligible for the Rebate based upon construction in II.

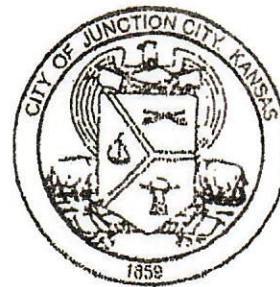
- VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

CITY OF JUNCTION CITY, KANSAS


Jeff Underhill
Chairman of the Land Bank

ATTEST:


Tammy Melton, City Clerk



Brad E. Chauncey
dotloop verified
09/06/23 7:47 PM CDT
HYER-F2XT-KFAS-JDXI

Buyer

Date

Shawn L. Chauncey
dotloop verified
09/06/23 7:48 PM CDT
3WBU-AJMU-WLEQ-4580

Buyer

Date

SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER: <u>Junction City Land Bank</u>	
2	PROPERTY: <u>55 lots in Olivia Farms</u>	
3	ESTIMATED CLOSING DATE: <u>October 31, 2023</u>	
4	PRICE:	\$ <u>55,000.00</u>
5		
6	LESS ITEMS TO BE PAID BY SELLER:	
7	1st Mortgage /Deed of Trust	\$
8	2nd Mortgage /Deed of Trust	\$
9	Other Encumbrance	\$
10	1st Mtg. Interest Proration: From _____ to _____	\$
11	2nd Mtg. Interest Proration: From _____ to _____	\$
12	Tax Proration: From _____ to _____	\$
13	Mortgage Prepayment Penalty	\$
14	Title Insurance Policy	\$
15	Closing and Escrow Fee	\$
16	Unpaid Assessments (if not assumed by buyer)	\$
17	Listing Commission	\$ <u>27,500.00</u>
18	Selling Commission	\$ <u>27,500.00</u>
19	Broker's Administrative Commission	\$
20	Marketing Fee	\$
21	Homes Association Dues	\$
22	Buyer's Closing Costs Paid by SELLER	\$
23	Costs not payable by Buyer*	\$
24	FHA/VA or Lender Discount Points	\$
25	Release of Lien Fees	\$
26	Home Warranty Fee	\$
27	Other	\$
28		
29	Total to be paid at Closing	\$ <u>55,000.00</u>
30	APPROXIMATE NET PROCEEDS	\$ <u>0.00</u>
31	POTENTIAL ADDITIONAL EXPENSES	
32	Inspection Related Repairs	\$
33	Wood Infestation Treatment	\$
34	Other	\$
35		
36	The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.	
37		
38		
39		
40		
41	THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.	
42	SELLER: _____	Date
43		
44	SELLER: _____	Date
45		
46	By: _____	Date
47	Licensee	Date
48	*Some lending programs do not allow Buyer to pay tax service fees, underwriting fees, etc.	

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

Seller's Estimated Proceeds Worksheet 2008

RESOLUTION NO. 27-2023

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 C&C HOMES, LLC.

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 C & C Homes, LLC. in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed conveying Lot 48, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 49, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 50, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 14, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 15, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 16, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 17, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 18, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 19, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 35, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 36, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 8, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 9, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 10, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 11, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 12, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 13, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 14, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 1, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 2, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 3, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 4, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 5, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 6, Block 4, Olivia Farms

Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 7, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 8, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 9, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 10, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 11, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 12, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 13, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 14, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 15, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 16, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 17, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 18, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 19, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 20, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 21, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 22, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 23, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 24, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 28, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 29, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas; Lot 1, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 2, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 3, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 4, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 9, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 10, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 11, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 12, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 13, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 14, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; and Lot 15, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas to C&C Homes, LLC.

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

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS
19TH DAY OF SEPTEMBER, 2023.

Ronna Larson
Vice Chair

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of September, 2023, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and C&C Homes, LLC. as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Fifty-five Thousand and no/100 Dollars (\$55,000.00), 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 48, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 49, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 50, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 14, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

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Lot 9, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

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Kansas

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Lot 29, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 1, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 2, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 3, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 4, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 9, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 10, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 11, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 12, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 13, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 14, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 15, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

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

that Grantor will warrant and forever defend said interest unto Grantee and Grantee's successors and assigns against Grantor, and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor.

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Ronna Larson
Vice Chair, 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 _____, 2023, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public in and for said
County and State

My Commission Expires:

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

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

Lot 48, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 49, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 50, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 14, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 15, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 16, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 17, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 18, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 19, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 35, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 36, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 8, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 9, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 10, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 11, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 12, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 13, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 14, Block 3, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 1, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 2, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 3, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 4, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 5, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 6, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 7, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 8, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 9, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 10, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 11, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas

Lot 12, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 13, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 14, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 15, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 16, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 17, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 18, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 19, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 20, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 21, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 22, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 23, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 24, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 28, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 29, Block 4, Olivia Farms Subdivision, a Subdivision to the City of Junction City, Kansas
Lot 1, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 2, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
Lot 3, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
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Lot 15, Block 10, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.

/s/ Tammy Melton

Land Bank Secretary

September 19, 2023

City of Junction City

Land Bank

Agenda Memo

09-19-2023

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: Maiah & Bradley Diel are offering to purchase Lot 1, Block 4 of Prairie Ridge #2 in the amount of \$20,000.00.

Options:

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

Staff Recommendation: This is twice what was talked about in the past. The question is what the price should be and if this is a good use for the property. Also, with the latest interest in Land Bank lots, is there a better option.

Attachments:

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

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: Maiah Diel & Bradley Diel

BUYER TAKING TITLE AS: ☒ JTWRORS 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:

10.2 acre tract on Patriot Dr.	Junction City	KS	66441	Geary
Street Address (if available)	City	State	Zip	County

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
Lot 1, Block 4, Prairie Ridge #2

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

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

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

2. **PURCHASE PRICE:** The purchase price for the property is \$ 20,000.00
which BUYER agrees to pay as follows:

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

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

Deposited with:

☐ _____ Listing Broker
☒ Junction City Abstract & Title 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 \$ 0.00

c. Balance of purchase price to be paid on or before closing \$ 19,500.00

3. **CLOSING AND POSSESSION:** By October 31, 2023 ("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 place personal property on the property prior to completion of the Closing.**

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

☐ Contingency for Sale and/or Closing Addendum ☒ Other: Addendum
☐ Seller's Land Disclosure and Condition Addendum ☐ Other: _____

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

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 \$20,000.00 from TBD at an interest rate of
65 not more than 8% per annum, for a term of 20 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
87 to 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

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

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

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

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

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

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

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

- a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
- b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

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

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

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

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

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

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

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

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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Page 4 of 5

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

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

24. ADDITIONAL TERMS AND CONDITIONS. _____

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

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

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

SELLER	DATE	Maiah Diel	09/07/2023
BUYER	DATE	Bradley Diel	09/07/2023
SELLER	DATE	BUYER	DATE
Coldwell Banker Patriot Realty		Coldwell Banker Patriot Realty	
Name of Listing Brokerage (Please Print)		Name of Selling Brokerage (Please Print)	
Lance Custer		Lance Custer	
Name of Licensee Assisting Seller (Please Print)		Name of Licensee Assisting Buyer (Please Print)	
(785) 762 - 4663 /		(785) 762-4663 /	
Listing Licensee Phone # Fax #		Selling Licensee Phone # Fax #	
lance.custer@coldwellbanker.com		lance.custer@coldwellbanker.com	
Listing Licensee Email Address		Selling Licensee Email Address	
BR00052930		BR00052930	
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 Flint Hills Association of REALTORS®, Inc. The undersigned Licensee further confirms that no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the Licensee's knowledge, no changes have been made to the approved form.

(CHECK ONE)

☐ Licensee Assisting Seller

☐ Licensee Assisting Buyer

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

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ADDENDUM 1

Addendum to contract dated _____ between:
Junction City Land Bank _____ (Sellers) and
Maiah Diel & Bradley Diel _____ (Buyers) on property located
at R8726 Patriot Dr., a 10.2 acre tract of land _____

The quick reference # for the subject lot is R8726 Patriot Dr.

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

Buyer acknowledges receipt of a copy of the covenants and restrictions for the subdivision.

Buyer assumes all responsibility for verifying with the appropriate authorities the suitability of the lot for buyer's intended building purposes. Buyer further acknowledges that buyer has verified with the appropriate providers of utilities that all utilities exist for buyer's intended purpose prior to signing this offer/contract.

Seller warrants that there are not and will not be special assessments associated with the lot. Buyer does acknowledge that each lot purchase has storm water fees associated with the lot. Once the water meter is installed, the storm water fees become assessed on the water bill. In the absence of a water bill, storm water fees are currently assessed at approximately \$80 per lot per year and appear as special assessments on the yearly tax bill.

Buyer understands that the seller will not mow or clear lot of debris prior to or after closing. Buyer further acknowledges that buyer is responsible for mowing and maintenance of the lot in accordance with city ordinance after closing.

SELLER	DATE	Maiah Diel	09/07/2023
BUYER	DATE	Bradley Diel	09/07/2023
SELLER	DATE	BUYER	DATE

SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER:	Junction City Land Bank	
2	PROPERTY:	R8726 Patriot Dr., a 10.2 acre tract of land	
3	ESTIMATED CLOSING DATE:	October 31, 2023	
4	PRICE:		\$ 20,000.00
5			
6	LESS ITEMS TO BE PAID BY SELLER:		
7	1st Mortgage /Deed of Trust		\$
8	2nd Mortgage /Deed of Trust		\$
9	Other Encumbrance		\$
10	1st Mtg. Interest Proration: From	to	\$
11	2nd Mtg. Interest Proration: From	to	\$
12	Tax Proration: From	to	\$
13	Mortgage Prepayment Penalty		\$
14	Title Insurance Policy		\$
15	Closing and Escrow Fee		\$
16	Unpaid Assessments (if not assumed by buyer)		\$
17	Listing Commission		\$ 500.00
18	Selling Commission		\$ 500.00
19	Broker's Administrative Commission		\$
20	Marketing Fee		\$
21	Homes Association Dues		\$
22	Buyer's Closing Costs Paid by SELLER		\$
23	Costs not payable by Buyer*		\$
24	FHA/VA or Lender Discount Points		\$
25	Release of Lien Fees		\$
26	Home Warranty Fee		\$
27	Other		\$
28			
29	Total to be paid at Closing		\$ 1,000.00
30	APPROXIMATE NET PROCEEDS		\$ 19,000.00
31	POTENTIAL ADDITIONAL EXPENSES		
32	Inspection Related Repairs		\$
33	Wood Infestation Treatment		\$
34	Other		\$
35			
36	The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received		
37	by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge		
38	interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his		
39	lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.		
40			
41	THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.		
42	SELLER:		Date
43			
44	SELLER:		Date
45			
46	By:		Date
47	Licensee		
48	*Some lending programs do not allow Buyer to pay tax service fees, underwriting fees, etc.		

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

Seller's Estimated Proceeds Worksheet 2008

RESOLUTION NO. 28-2023

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 MAIAH & BRADLEY DIEL.

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 Maiah & Bradley Diel in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed conveying Lot 1, Block 4, Prairie Ridge Addition, Unit No. 2, an addition to the City of Junction City, Kansas to Maiah & Bradley Diel.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS 19TH DAY OF SEPTEMBER, 2023.

Ronna Larson
Vice Chair

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of September, 2023, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Maiah & Bradley Diel as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Twenty Thousand and no/100 Dollars (\$20,000.00), 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 1, Block 4, Prairie Ridge Addition, Unit No. 2, an addition to the City of Junction City, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Ronna Larson
Vice Chair, 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 _____, 2023, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public in and for said
County and State

My Commission Expires:

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

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

Lot 1, Block 4, Prairie Ridge Addition, Unit No. 2, an addition to the City of Junction City, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.

/s/ Tammy Melton

Land Bank Secretary

September 19, 2023

City of Junction City

Land Bank

Agenda Memo

09-19-2023

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: Brendan Doyle & Ann-Marie Kennedy are offering to purchase Lot 13, Block 9 of the Sutter Woods Subdivision in the amount of \$5,000.00.

Options:

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

Staff Recommendation: This is a standard offer of \$5,000 for one lot. Recommend approval.

Attachments:

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



VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: JUNCTION CITY LAND BANK (State marital status)

BUYER: Brendan Doyle, Ann-Marie Kennedy

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>00000 SHOFFNER DR (R9555)</u>	<u>Junction City</u>	<u>KS</u>	<u>66441</u>	<u>Geary</u>
Street Address (if available)	City	State	Zip	County

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

SUTTER WOODS SUB , BLOCK 9 , Lot 13 , SECTION 04 TOWNSHIP 12 RANGE 05

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

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

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

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

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

☐ Personal check OR ☒ Other Buyers Choice

in the amount of

\$ 500.00

Deposited with:

☐

Listing Broker

☒ Heartland Title

Escrow/Closing Agent

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

b. Total amount financed by BUYER

\$ _____

c. Balance of purchase price to be paid on or before closing

\$ 4,500.00

3. **CLOSING AND POSSESSION:** By October 27, 2023 ("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 place personal property on the property prior to completion of the Closing.**

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

☐ Contingency for Sale and/or Closing Addendum

☐ Other: _____

☐ Seller's Land Disclosure and Condition Addendum

☒ Other: Addendum #1

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

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

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

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

9. EARNEST MONIES AND ADDITIONAL DEPOSITS: Any Earnest Money or Additional Deposits shall be deposited within five (5) business days of the Effective Date, in an escrow account maintained by Listing Broker or Escrow Agent. BUYER and SELLER agree that the Listing Broker or Escrow Agent may retain any interest earned on escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant 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.

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

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

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

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

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

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

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

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

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

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

- a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
- b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

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

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

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

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

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

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

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

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. _____

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

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

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

SELLER JUNCTION CITY LAND BANK **DATE**

SELLER **DATE**

Coldwell Banker Patriot Realty

Name of Listing Brokerage (Please Print)

Lance Custer

Name of Licensee Assisting Seller (Please Print)

(785)226-0438 /

Listing Licensee Phone # Fax #

lance.custer@coldwellbanker.com

Listing Licensee Email Address

BR00052930

Listing Agent License #

BR00052930

Supervising Broker License #

DocuSigned by:
9/11/2023

BUYER Brendan Doyle **DATE**

BUYER Ann Marie Kennedy **DATE**

Prestige Realty & Associates

Name of Selling Brokerage (Please Print)

Casey Maransani

Name of Licensee Assisting Buyer (Please Print)

(620)232-0822 /

Selling Licensee Phone # Fax #

casey_maransani@hotmail.com

Selling Licensee Email Address

BR0023517

Selling Agent License #

BR00232151

Supervising Broker License #

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

FORM CERTIFICATION: (To be completed by Licensee preparing this form.)

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

(CHECK ONE)

☐ Licensee Assisting Seller

DocuSigned by:
Casey Maransani
26C5F24B480D404...
☒ Licensee Assisting Buyer

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Vacant Land Real Estate Sale Contract - 2017

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ADDENDUM 1

Addendum to contract dated September 11th, 2023 between:
JUNCTION CITY LAND BANK (Sellers) and
Brendan Doyle, Ann-Marie Kennedy (Buyers) on property located
 at 00000 SHOFFNER DR (R9555), Junction City, KS 66441

The reference numbers for the lot to be purchased is
00000 SHOFFNER DR, R9555

See Legal Descriptions below:

RR9555 - SUTTER WOODS SUB , BLOCK 9 , Lot 13 , SECTION 04 TOWNSHIP 12 RANGE 05

Buyer agrees to pay for owners title policy, all title company settlement fees, and closing fees, and any closing fees associated with transaction.

Buyer acknowledges receipt of a copy of the covenants and restrictions for the subdivision.

Buyer assume all responsibility for verifying with the appropriate authorities the suitability of the lot for buyer's intended building purpose. Buyer further acknowledge that buyer has verified with the appropriate providers of utilities that all utilities exist for buyer's intended purpose prior to signing this contract.

Seller warrants that there are not and will not be any special assessments associated with the lot Buyer does acknowledge that each lot purchases has storm water fees associated with the lot. Once the water meter is installed and in use, the storm water fees become assessed on the water bill. In the absence of a water bill, storm water fees are currently assessed at approximately \$40 per lot per year and appear as special assessments on the yearly tax bill.

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

		DocuSigned by:	9/11/2023
SELLER JUNCTION CITY LAND BANK	DATE	DocuSigned by:	DATE
		BUYER Brendan Doyle	9/11/2023
SELLER	DATE	BUYER Ann-Marie Kennedy	DATE

SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER: <u>Junction City Land Bank</u>		
2	PROPERTY: <u>R9555 Shoffner Dr.</u>		
3	ESTIMATED CLOSING DATE: <u>October 27, 2023</u>		
4	PRICE:	\$	<u>5,000.00</u>
5			
6	LESS ITEMS TO BE PAID BY SELLER:		
7	1st Mortgage /Deed of Trust	\$	_____
8	2nd Mortgage /Deed of Trust	\$	_____
9	Other Encumbrance	\$	_____
10	1st Mtg. Interest Proration: From _____ to _____	\$	_____
11	2nd Mtg. Interest Proration: From _____ to _____	\$	_____
12	Tax Proration: From _____ to _____	\$	_____
13	Mortgage Prepayment Penalty	\$	_____
14	Title Insurance Policy	\$	_____
15	Closing and Escrow Fee	\$	_____
16	Unpaid Assessments (if not assumed by buyer)	\$	_____
17	Listing Commission	\$	<u>500.00</u>
18	Selling Commission	\$	<u>500.00</u>
19	Broker's Administrative Commission	\$	_____
20	Marketing Fee	\$	_____
21	Homes Association Dues	\$	_____
22	Buyer's Closing Costs Paid by SELLER	\$	_____
23	Costs not payable by Buyer*	\$	_____
24	FHA/VA or Lender Discount Points	\$	_____
25	Release of Lien Fees	\$	_____
26	Home Warranty Fee	\$	_____
27	Other	\$	_____
28			
29	Total to be paid at Closing	\$	<u>1,000.00</u>
30	APPROXIMATE NET PROCEEDS	\$	<u>4,000.00</u>
31	POTENTIAL ADDITIONAL EXPENSES		
32	Inspection Related Repairs	\$	_____
33	Wood Infestation Treatment	\$	_____
34	Other	\$	_____
35			
36	The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.		
37			
38			
39			
40			
41	THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.		
42	SELLER: _____		
43			Date
44	SELLER: _____		
45			Date
46	By: _____		
47	Licensee		Date
48	*Some lending programs do not allow Buyer to pay tax service fees, underwriting fees, etc.		

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

Seller's Estimated Proceeds Worksheet 2008

RESOLUTION NO. 29-2023

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 BRENDAN DOYLE & ANN-MARIE KENNEDY.

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 Brendan Doyle and Ann-Marie Kennedy in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed conveying Lot Thirteen (13), Block Nine (9), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas to Brendan Doyle and Ann-Marie Kennedy.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS 19TH DAY OF SEPTEMBER, 2023.

Ronna Larson
Vice Chair

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of September, 2023, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Brendan Doyle and Ann-Marie Kennedy 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 Thirteen (13), Block Nine (9), 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: _____
Ronna Larson
Vice Chair, 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 _____, 2023, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public in and for said
County and State

My Commission Expires:

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

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

Lot Thirteen (13), Block Nine (9), 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

September 19, 2023

City of Junction City

Land Bank

Agenda Memo

09-19-2023

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: Mission Properties, LLC is offering to purchase Lots 14-16, Block 1; Lots 18-19 & 20-28, Block 2; Lots 1-5, Block 6 of Prairie Ridge #1 in the amount of \$47,500.00.

Options:

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

Staff Recommendation: This is a standard offer for \$2,500 per lot allowed to contractors and developers for 19 lots of a total of \$47,500.00.

Attachments:

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

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: Mission Properties, LLC

BUYER TAKING TITLE AS: ☐ JTWRORS 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:

19 lots	Junction City	KS	66441	Geary
Street Address (if available)	City	State	Zip	County

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
See Addendum 1

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

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

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

2. **PURCHASE PRICE:** The purchase price for the property is \$ 47,500.00
which BUYER agrees to pay as follows:

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

☒ Personal check OR ☐ Other \$ 1,000.00
in the amount of

Deposited with:

☐ Listing Broker
☒ Heartland Title 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 \$ 46,500.00

3. **CLOSING AND POSSESSION:** By October 31, 2023 ("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 place personal property on the property prior to completion of the Closing.**

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

☐ Contingency for Sale and/or Closing Addendum ☒ Other: Addendum 1
☐ Seller's Land Disclosure and Condition Addendum ☐ Other:

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

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 \$_____ 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
87 to 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

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

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

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

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

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

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

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

- a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
- b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

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

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

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

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

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

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

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

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. _____

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

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

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

SELLER	DATE	Mike Drippé	09/14/2023
SELLER	DATE	BUYER	DATE
Coldwell Banker Patriot Realty		Coldwell Banker Patriot Realty	
Name of Listing Brokerage (Please Print)		Name of Selling Brokerage (Please Print)	
Lance Custer		Lance Custer	
Name of Licensee Assisting Seller (Please Print)		Name of Licensee Assisting Buyer (Please Print)	
7857624663 /		(785) 762-4663 /	
Listing Licensee Phone # Fax #		Selling Licensee Phone # Fax #	
lance.custer@coldwellbanker.com		lance.custer@coldwellbanker.com	
Listing Licensee Email Address		Selling Licensee Email Address	
BR00052930		BR00052930	
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 Flint Hills Association of REALTORS®, Inc. The undersigned Licensee further confirms that no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the Licensee's knowledge, no changes have been made to the approved form.

(CHECK ONE)

☐ Licensee Assisting Seller

☐ Licensee Assisting Buyer

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

Vacant Land Real Estate Sale Contract - 2017
Page 5 of 5

ADDENDUM 1

Addendum to contract dated _____ between:
Junction City Land Bank _____ (Sellers) and
Mission Properties, LLC _____ (Buyers) on property located
at 19 lots in Prairie Ridge #1 Subdivision _____

The purchase of these 19 lots is contingent upon power being currently present, or if not present, to be provided to each lot at the expense of the Junction City Land Bank.

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

Buyer acknowledges receipt of a copy of the covenants and restrictions for the subdivision.

Buyer assumes all responsibility for verifying with the appropriate authorities the suitability of the lot for buyer's intended building purposes. Buyer further acknowledges that buyer has verified with the appropriate providers of utilities that all utilities exist for buyer's intended purpose prior to signing this offer/contract.

Seller warrants that there are not and will not be special assessments associated with the lot. Buyer does acknowledge that each lot purchase has storm water fees associated with the lot. Once the water meter is installed, the storm water fees become assessed on the water bill. In the absence of a water bill, storm water fees are currently assessed at approximately \$80 per lot per year and appear as special assessments on the yearly tax bill.

Buyer understands that the seller will not mow or clear lot of debris prior to or after closing. Buyer further acknowledges that buyer is responsible for mowing and maintenance of the lot in accordance with city ordinance after closing.

Ref #	Street	Legal Description
8614	Patriot Dr	Lot 14, Block 1, Prairie Ridge #1
8615	Patriot Dr	Lot 15, Block 1, Prairie Ridge #1
8616	Patriot Dr	Lot 16, Block 1, Prairie Ridge #1
8634	Patriot Dr	Lot 18, Block 2, Prairie Ridge #1
8635	Patriot Dr	Lot 19, Block 2, Prairie Ridge #1
8645	Patriot Dr	Lot 1, Block 6, Prairie Ridge #1
8646	Patriot Dr	Lot 2, Block 6, Prairie Ridge #1
8647	Colonial Ct	Lot 3, Block 6, Prairie Ridge #1
8648	Colonial Ct	Lot 4, Block 6, Prairie Ridge #1
8649	Colonial Ct	Lot 5, Block 6, Prairie Ridge #1
8636	Colonial Ct	Lot 20, Block 2, Prairie Ridge #1
8637	Colonial Dr	Lot 21, Block 2, Prairie Ridge #1
8638	Colonial Dr	Lot 22, Block 2, Prairie Ridge #1
8639	Colonial Dr	Lot 23, Block 2, Prairie Ridge #1
8640	Colonial Dr	Lot 24, Block 2, Prairie Ridge #1
8641		Lot 25, Block 2, Prairie Ridge #1
8642		Lot 26, Block 2, Prairie Ridge #1
8643		Lot 27, Block 2, Prairie Ridge #1
8644		Lot 28, Block 2, Prairie Ridge #1

_____	_____	Mike Drippé	_____	09/14/2023
SELLER	DATE	BUYER	DATE	
_____	_____	_____	_____	_____
SELLER	DATE	BUYER	DATE	

SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER: <u>Junction City Land Bank</u>	
2	PROPERTY: <u>19 lots in Prairie Ridge #1 Subdivision</u>	
3	ESTIMATED CLOSING DATE: <u>October 31, 2023</u>	
4	PRICE:	\$ <u>47,500.00</u>
5		
6	LESS ITEMS TO BE PAID BY SELLER:	
7	1st Mortgage /Deed of Trust	\$
8	2nd Mortgage /Deed of Trust	\$
9	Other Encumbrance	\$
10	1st Mtg. Interest Proration: From _____ to _____	\$
11	2nd Mtg. Interest Proration: From _____ to _____	\$
12	Tax Proration: From _____ to _____	\$
13	Mortgage Prepayment Penalty	\$
14	Title Insurance Policy	\$
15	Closing and Escrow Fee	\$
16	Unpaid Assessments (if not assumed by buyer)	\$
17	Listing Commission	\$ <u>9,500.00</u>
18	Selling Commission	\$ <u>9,500.00</u>
19	Broker's Administrative Commission	\$
20	Marketing Fee	\$
21	Homes Association Dues	\$
22	Buyer's Closing Costs Paid by SELLER	\$
23	Costs not payable by Buyer*	\$
24	FHA/VA or Lender Discount Points	\$
25	Release of Lien Fees	\$
26	Home Warranty Fee	\$
27	Other	\$
28		
29	Total to be paid at Closing	\$ <u>19,000.00</u>
30	APPROXIMATE NET PROCEEDS	\$ <u>28,500.00</u>
31	POTENTIAL ADDITIONAL EXPENSES	
32	Inspection Related Repairs	\$
33	Wood Infestation Treatment	\$
34	Other	\$
35		
36	The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.	
37		
38		
39		
40		
41	THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.	
42	SELLER: _____	Date
43		
44	SELLER: _____	Date
45		
46	By: <u>Lance Custer</u>	<u>09/13/2023</u>
47	Licensee	Date
48	*Some lending programs do not allow Buyer to pay tax service fees, underwriting fees, etc.	

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

Seller's Estimated Proceeds Worksheet 2008

RESOLUTION NO. 30-2023

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 MISSION PROPERTIES, LLC.

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 Mission Properties, LLC. in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed conveying Lot Fourteen (14), Block One (1), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Fifteen (15), Block One (1), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Sixteen (16), Block One (1), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Eighteen (18), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Nineteen (19), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twenty (20), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twenty-one (21), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twenty-two (22), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twenty-three (23), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twenty-four (24), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twenty-five (25), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twenty-six (26), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twenty-seven (27), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twenty-eight (28), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot One (1), Block Six (6), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Two (2), Block Six (6), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Three (3), Block Six (6), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Four (4), Block Six (6), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; and Lot Five (5), Block Six (6), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas to Mission Properties, LLC.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS
19TH DAY OF SEPTEMBER, 2023.

Ronna Larson
Vice Chair

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of September, 2023, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Mission Properties, LLC. as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Forty-Seven Thousand Five Hundred and no/100 Dollars (\$47,500.00), 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 Fourteen (14), Block One (1), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Fifteen (15), Block One (1), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Sixteen (16), Block One (1), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Eighteen (18), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Nineteen (19), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty (20), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty-one (21), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty-two (22), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty-three (23), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty-four (24), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty-five (25), Block Two (2), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
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 Lot Four (4), Block Six (6), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas
 Lot Five (5), Block Six (6), Prairie Ridge 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: _____
 Ronna Larson
 Vice Chair, 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 _____, 2023, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public in and for said
County and State

My Commission Expires:

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

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

Lot Fourteen (14), Block One (1), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Fifteen (15), Block One (1), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Sixteen (16), Block One (1), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

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Lot Five (5), Block Six (6), Prairie Ridge 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

September 19, 2023

City of Junction City

Land Bank

Agenda Memo

09/19/2023

From: Allen J. Dinkel, City Manager

To: Land Bank Trustees

Subject: Land Bank Policy Discussion

As I have said before, there is no Land Bank in existence that is as unique as in Junction City. Most Land Banks were designed to clean up dilapidated properties in inner cities and some Land Banks deal with a property or two here and there or a failed subdivision. During the past 9 years of the Land Bank, there has been many ideas that we "tried" to sell lots and changes had to be made.

Due to the recent interest in the lots, there is a need to at least discuss various policies for the Land Bank. This includes pricing, pricing of lots that electric power is being added to, the unofficial policy of holding lots in reserve, and property tax delinquencies of lots that have been sold.