

**February 6, 2024**

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

**Pat Landes  
Ronna Larson  
Jeff Underhill  
Al Gordon  
Richard Pinaire**

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

**2. NEW BUSINESS:**

- a. Consideration of Land Bank Minutes for the January 16th, 2024 Meeting. (p.2)
- b. Annual Report of the Land Bank Sales Activity. (p.3)
- c. Consideration of Special Pricing for a Commercial Lot. (p.14)
- d. Consideration of the offer from C&C Homes, LLC to purchase Lots 8-10, 12-14, 17-21, & 23-25, Block 2 of Olivia Farms 2nd Plat; Lots 25-27, Block 4 of Olivia Farms Subdivision in the amount of \$17,000.00. (p.20)
- e. Consideration of the offer from Mission Properties, LLC to purchase Lots 8 & 9, Block 2 & Lots 5 & 14, Block 3 of the Sutter Highlands Subdivision in the amount of \$10,000.00. (p.38)
- f. Consideration of the offer from Bradley & Maiah Diel to purchase Lot 4, Block 11 of Doc Hargreaves Hilltop #5 in the amount of \$5,000.00. (p.52)

**3. ADJOURNMENT:**

## JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

January 16, 2024

6:45 p.m.

### CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, January 16th, 2024 with Chairman Pat Landes presiding.

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

### NEW BUSINESS

Land Bank Minutes for the January 2nd, 2024 Meeting was presented for consideration. Trustee Larson moved to approve Land Bank Minutes for January 2nd, 2024 Meeting, seconded by Trustee Gordon. Ayes: Landes, Larson, Underhill, and Gordon. Nays: None. Motion Carried.

The request to secure Land Bank lots for Fire Station 3 & future Park was presented for consideration. City Manager Dinkel & Fire Chief Lankas gave details & answered questions. Trustee Underhill moved to approve the request to secure Land Bank lots for Fire Station 3 & future Park, seconded by Trustee Gordon. Ayes: Landes, Larson, Underhill, Gordon, and Pinaire. Nays: None. Motion Carried.

The request to transfer certain real property to the Junction City Land Bank was presented for consideration. City Attorney Stites & City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve the request to transfer certain real property to the Junction City Land Bank, seconded by Trustee Gordon. Ayes: Landes, Larson, Underhill, and Gordon. Nays: None. Abstain: Pinaire. Motion Carried.

### ADJOURNMENT

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

APPROVED AND ACCEPTED THIS 6TH DAY OF FEBRUARY AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR JANUARY 16TH, 2024.

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Tammy Melton, Secretary

Pat Landes, Chairman

January 16, 2024

# City of Junction City

## Land Bank

### Agenda Memo

02/06/2024

**From:** Allen Dinkel, City Manager/  
**To:** Land Bank Board  
**Subject:** Annual Report of the Land Bank Sales Activity

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**Explanation of Issue:** Lance Custer of Coldwell Banker Patriot Realty will present a report of the Land Bank Sales Activity. Lance has served as the Listing Agent for the Land Bank since June 2018. The Land Bank Board recently extended that agreement until December 31, 2025.

The past year was the strongest year for the sale of Land Bank lots to date. The positive part is new homes are being built on the property.

As I have said before, the Junction City Land Bank is like "non-other", and it was not a "cookie cutter go by the book" process. Lance Custer and his firm have served the Land Bank well as we navigated through the process.

More lots have been recently added to the Land Bank. Some of these lots are in new areas that have not been of the Land Bank before.

**Attachments:** Ordinance No. G-1143 which set-up the Land Bank; Pricing of Lots Policy; Condition of Land Bank Lots Policy; Economic Development Usage of Lots.

**ORDINANCE NO. G-1143**

**AN ORDINANCE AMENDING TITLE I – ENTITLED “GOVERNMENT CODE”, CHAPTER 110, ENTITLED “BOARDS AND COMMISSIONS”, OF THE JUNCTION CITY CODE OF ORDINANCES, BY ADDING A NEW ARTICLE II ENTITLED “LAND BANK”.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

**Section 1.** That Chapter 110 – Boards and Commissions, of Title I – Government Code, of the Junction City Code of Ordinances be amended to add Article II - Land Bank, as follows:

**ARTICLE II. LAND BANK**

**Section 110.100: Purpose**

The Land Bank is hereby established pursuant to K.S.A. 12-5901 et. seq. The Land Bank is an independent agency and instrumentality of the City with the primary responsibility and authority to acquire, hold, manage and convey surplus City property and other abandoned, tax-foreclosed, or otherwise underutilized or distressed property in order to convert such properties to productive use.

**Section 110.110: Definitions**

For the purpose of this Chapter the words set out in this Section shall have the following meanings:

- A. “City” means the City of Junction City, Kansas.
- B. “Board” means the Board of Trustees of the City Land Bank established pursuant to this Ordinance.
- C. “Bank” means the Land Bank established pursuant to this Ordinance.
- D. “Governing Body” means the Governing Body of the City.

**Section 110.120: Land Bank Board of Trustees; Appointment, Terms and Dissolution**

A. There is hereby established a Land Bank Board of Trustees. The Board shall be composed of the entire membership of the Governing Body.

B. The term of office of the Board members shall be coterminous with that member’s term of office on the Governing Body.

C. Primary staff support to the Board will be provided by the City Manager or his designee. City staff will provide technical and professional support for Land Bank operations; additional support may be contracted as deemed necessary.

D. The Bank may be dissolved by ordinance of the Governing Body. In such case, all property of the Bank shall be transferred to and held by the City and may be disposed of as otherwise provided by law.

**Section 110.130: Land Bank Board; Organization**

A. The Board shall select, annually, from its membership, a chairperson, a vice-chairperson and a treasurer. The treasurer shall be bonded in such amounts as the Governing Body may require.

B. The Board may appoint such officers, agents and employees as it may require for the performance of its duties, and shall determine the qualifications and duties and fix the compensation of such officers, agents and employees.

C. The Board shall fix the time and place at which its meetings shall be held. Meetings shall be held within the City and shall be subject to the Kansas Open Meeting Act, K.S.A. 75- 4317 et seq., and amendments thereto.

D. A majority of the Board shall constitute a quorum for the transaction of business. No action of the Board shall be binding unless taken at a meeting at which at least a quorum is present.

E. The members of the Board shall be subject to the provisions of the laws of the State of Kansas which relate to conflicts of interest of county officers and employees, including, but not limited to, K.S.A. 75-4301 et seq., and amendments thereto.

F. Subject to the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, if any action at law or equity, or other legal proceeding, shall be brought against any member of the Board for any act or omission arising out of the performance of duties as a member of the Board, such member shall be indemnified in whole and held harmless by the Board for any judgment or decree entered against such member and, further, shall be defended at the cost and expense of the Bank in any such proceeding.

**Section 110.140: Land Bank Board of Trustees; Powers and Duties**

The Land Bank Board of Trustees shall have the following powers and duties:

- A. To sue and be sued.
- B. To enter into contracts.
- C. To appoint and remove staff and provide for the compensation thereof.

D. To acquire, by purchase, gift or devise, and convey any real property, including easements and reversionary interest, and personal property, subject to the provisions of this Ordinance and state law. Any property acquired by the City, Geary County or any other city or taxing subdivision within Geary County may be transferred to the Bank. The Board may accept or refuse to accept any property authorized to be transferred pursuant to this Ordinance or state law. The transfer of any property pursuant to this subsection shall not be subject to any bidding requirements and shall be exempt from any provisions of law requiring a public sale.

E. The fee simple title to any real estate which is sold to Geary County in accordance with the provisions of K.S.A. 79-2803 and 79-2804, and amendments thereto, and upon acceptance by the Board may be transferred to the Bank by a good and sufficient deed by the Geary County Clerk upon a written order from the Geary County Board of County Commissioners.

F. To rebate all, or any portion thereof, the taxes on any property sold or conveyed by the Bank.

G. The Board shall assume possession and control of any property acquired by it under this Ordinance or state law and shall hold and administer such property. In the administration of property, the Board shall:

1. Manage, maintain and protect or temporarily use for a public purpose such property in the manner the Board deems appropriate;
2. Compile and maintain a written inventory of all such property. The inventory shall be available for public inspection and distribution at all times;
3. Study, analyze and evaluate potential, present and future uses for such property which would provide for the effective reutilization of such property;
4. Plan for and use the Board's best efforts to consummate the sale or other disposition of such property at such times and upon such terms and conditions deemed appropriate;
5. Establish and maintain records and accounts reflecting all transactions, expenditures and revenues in relation to the Bank's activities, including separate itemizations of all transactions, expenditures and revenues concerning each individual parcel of property acquired; and
6. Thirty days prior to the sale of any property owned by the Bank, publish a notice in the official City newspaper announcing such sale.

H. To exercise any other power which may be delegated to the Bank by the Governing Body.

I. To exercise any other incidental power which is necessary to carry out the purpose of the Land Bank, this Ordinance and state law.

**Section 110.150: Land Bank Board of Trustees; Operational Requirements**

The Bank shall be subject to the following requirements:

A. The Bank shall be subject to the provisions of the Cash Basis Law, K.S.A. 10-1101 et. seq., and amendments thereto.

B. The budget of the Bank shall be prepared, adopted and published as provided by law for other political subdivisions of the State of Kansas. No budget shall be adopted by the Board until it has been submitted to, reviewed and approved by the Governing Body. If the Governing Body elects not to ratify the budget, it must reject the plan in its entirety and remand it back to the Board with specific recommendations for reconsideration

C. The Board shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Board shall be audited yearly by a certified or licensed public accountant and the report of the audit shall be included in and become part of the annual report of the Board.

D. All records and accounts shall be subject to public inspection pursuant to K.S.A. 45-216 et seq., and amendments thereto.

E. Any moneys of the Bank which are not immediately required for the purposes of the Bank shall be invested in the manner prescribed by K.S.A. 12-1675, and amendments thereto.

F. The Bank shall make an annual report to the Governing Body on or before January 31 of each year, showing receipts and disbursements from all funds under its control and showing all property transactions occurring in each year. Such report shall include an inventory of all property held by the Bank. A copy of such inventory shall also be published in the official City newspaper on or before January 31 of each year.

G. The Bank shall be subject to the statutory requirements for the deposit of public money as provided in K.S.A. 9-1401 et seq., and amendments thereto.

H. The Board, without competitive bidding, may sell any property acquired by the Board at such times, to such persons, and upon such terms and conditions, and subject to such restrictions and covenants deemed necessary or appropriate to assure the property's effective reutilization.

I. The sale of any real property by the Board, under the provisions of this ordinance or state law, on which there are delinquent special assessments to finance public improvements shall be conditioned upon the approval of the Governing Body.

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

K. Until sold or otherwise disposed of by the Bank, and except for special assessments levied by the City to finance public improvements, any property acquired by the Bank shall be exempt from the payment of ad valorem taxes levied by the State of Kansas and any other political or taxing subdivision of the state.

L. Except for special assessments levied by the City to finance public improvements, when the Board acquires property pursuant to this Ordinance and state law, the Geary County Treasurer shall remove from the tax rolls all taxes, assessments, charges, penalties and interest that are due and payable on the property at the time of acquisition by the Board.

M. Property held by the Bank shall remain liable for special assessments levied by the City for public improvements, but no payment thereof shall be required until such property is sold or otherwise conveyed by the Bank.

N. The Governing Body may abate part or all of any special assessments which it has levied on property acquired by the Bank, and the Bank and the Governing Body may enter into agreements related thereto. Any special assessments that are abated shall be removed from the tax rolls by the County Treasurer as of the effective date of the abatement.


O. Any moneys derived from the sale of property by the Bank shall be retained by the Bank for the purposes and operations thereof; provided, however, that the Board may use all or part of the proceeds from such sale to reimburse the City for delinquent special assessments due on such property.

**Section 2.** This Ordinance shall take effect and be in force from and after its passage and publication as required by law.

Passed and adopted by the Governing Body of the City of Junction City, Kansas this 18<sup>th</sup> day of March, 2014



ATTEST: (Seal)

  
\_\_\_\_\_  
Tyler Ficken, City Clerk

CITY OF JUNCTION CITY

  
\_\_\_\_\_  
Cecil Aska, Mayor

Land Bank, City of Junction City, Kansas

**POLICY: PRICING OF LOTS IN LAND BANK**


**POLICY NUMBER: 001**

**REVISED: FEBRUARY 1, 2022**

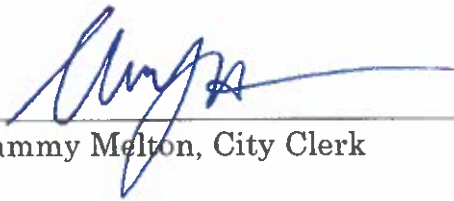
- I. **General:** The City of Junction City Land Bank (“Land Bank”) offers lots in its possession for \$5,000.00 (five thousand dollars) per lot.
- II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more 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.

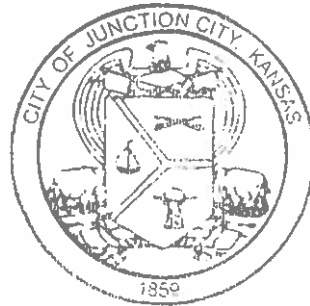
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

**CITY OF JUNCTION CITY, KANSAS**

  
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Jeff Underhill  
Chairman of the Land Bank

ATTEST:

  
\_\_\_\_\_  
Tammy Melton, City Clerk



Land Bank, City of Junction City, Kansas

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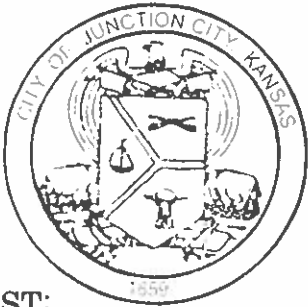
**POLICY: CONDITION OF LOTS IN LAND BANK**

**POLICY NUMBER: 002**

**REVISED: NOVEMBER 5, 2019**

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- I. **General:** The Land Bank of the City of Junction City will sell lots in an "as is" condition and make no guarantees as to the availability of utilities which are not provided by the City of Junction City, Kansas.
- II. **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**



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Pat Landes  
Chairman of the Land Bank

**ATTEST:**



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Tammy Melton, City Clerk

Land Bank, City of Junction City, Kansas

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**POLICY: ECONOMIC DEVELOPMENT USAGE OF LOTS**

**POLICY NUMBER: 003**

**REVISED: AUGUST 15, 2023**

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- I. **General:** The City of Junction City Land Bank (“Land Bank”) may join the City of Junction City City Commission in development agreements and utilize available lots as an economic development incentive.
  - a. The lots are typically offered as available for purchase or transfer to employees of an economic development prospect.
  - b. The Land Bank may set aside a number of lots for employees of a prospect; however, the lots are not reserved without the individual taking possession and ownership of the real property.
  - c. The Land Bank shall only give one (1) lot to any individual employee. Individuals using a Land Bank term to an economic development agreement may not procure more than one (1) lot at whatever discount or price is negotiated. Any further lots must be purchased per Land Bank Policy #001.
  - d. The number of lots in the economic development agreements is determined on a project-by-project basis. In addition, the agreements shall be contemplated and negotiated in light of the number of lots available in the Land Bank’s inventory.
- II. The broker or real estate agent utilized by the Land Bank shall take the following steps when Land Bank lots are utilized in an economic development agreement:
  - a. Verify the full-time employment of the individual outside or passed any probation period.
  - b. Inquire as to the financial stability of the individual. This includes asking for a certificate or other correspondence from a bank or other lending institution to verify the ability of the individual to move forward with developing the lot. The Land Bank retains its statutory power to transfer and transact with the real property in the Land Bank inventory to effectively reutilization the lots.
  - c. Pass on any offers for land from the Land Bank to the appropriate City Staff along with recommendations. Appropriate City Staff are the City Clerk and City Manager at a minimum.

III. **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**

A handwritten signature in blue ink, appearing to read "Ronna Larson", is written over a horizontal line.

Ronna Larson  
Vice Chair of the Land Bank

ATTEST:

A handwritten signature in blue ink, appearing to read "Tammy Melton", is written over a horizontal line.

Tammy Melton, City Clerk

# City of Junction City

## Land Bank

### Agenda Memo

02-06-2024

**From:** Allen Dinkel, City Manager  
**To:** Land Bank Board  
**Subject:** Special Pricing of a Specified Lot

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**Objective:** Consider if one Land Bank lot should be priced Differently due to be in a Commercial area.

**Explanation of Issue:** Recently the City Land Bank received at 1032 S, Washington Street from Geary County. This lot had been subject to a County tax sale and remained unsold. This lot might be commonly known as the property where the formers Denny's Restaurant was located and operated for many years. A few years the City determined this structure was an unsafe or dangerous structure and proceeded to have the building demolished. The City paid for the costs of demolition and after the owner did not reimburse the City, the amount owed was assessed to the property taxes. These taxes were then not paid, and the property was offered for sale at a County Delinquent Tax Sale where no one bid on it. Due to the Tax Sale process, past taxes and assessments were erased.

Lance Custer feels the price of this lot should be higher than the standard \$5,000 for a residential lot. We feel maybe the price should be \$20,000 to \$25,000. At some point and time, this lot could be used as an incentive for a business to be located there, but only time will. The motel on the neighboring property was removed, but a subsequent Unsafe or Dangerous structure process will be completed this year to completely clean up the concrete that remains. This could be a viable economic option in the future.

**Staff Recommendation:** I feel Lance's recommendation should be approved.

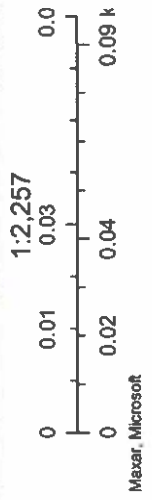
**Attachments:** Property Information

# Geary County GIS



2/1/2024, 2:37:37 PM

- Parcels
- Municipal Boundary
- AddressPoints
- RoadCenterline
- Green: Band\_2
- Blue: Band\_3
- Red: Band\_1



Print

PARCEL ID: 031-116-13-0-20-05-016.00-0      QUICK REF ID: R11704      TAX YEAR: 2023      AS OF: 2/18/2023 11:02:05 PM

MAGGARD, JOE MAGGARD, MARY ANN 1256 KS HIGHWAY 4 HERJINGTON, KS 67449	<b>FUNCTION:</b> Commercial highest and best use	<b>DATE</b> <b>TIME</b> <b>CODE</b> <b>REASON</b> <b>APPRAISER</b> <b>CONTACT</b> <b>CODE</b> 07/20/2022 9:50AM    0    17    KM
	<b>ACTIVITY:</b> No human activity <b>OWNERSHIP:</b> Private-fee simple <b>SITE:</b> Developed site - nonbuilding structures <b>SFX:</b> 0	11/18/2016 3:44PM    0    P    OBM 07/15/2011 3:36PM    5    FM    tle 07/15/2011 3:36PM    7    FM    tle 10/11/2005 3:29PM    5    TLE    MR RON RAIRDEN    5

1032 S WASHINGTON ST, Junction City, KS 66441	<b>NUMBER</b> <b>AMOUNT</b> <b>TYPE</b> <b>ISSUE DATE</b> <b>STATUS</b> <b>% COMP</b> 12731    \$0    Demolition    4/7/2016 12:00:00 AM    Closed    % 999999    \$0    Commercial Building    2/20/2014 12:00:00 AM    Closed    % 97021    \$70,000       2/11/1997 12:00:00 AM    Closed    100 %
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**PROP CLASS:** Commercial & Industrial - C  
**LIVING UNITS:** 0  
**ZONING:** CSR  
**NEIGHBORHOOD:** 125.B  
**ECONOMIC ADJ FACTOR:** 90.000000  
**MAP / ROUTING:** 116 /  
**TAX UNIT GROUP:** 001  
**SECTION:** 13  
**TOWNSHIP:** 12  
**RANGE:** 05  
**ACRES:** 0.00  
**MARKET ACRES:** 0.56

**MAGGARD ADD , S 98 OF MAG ADD & POB NE 124 W 77 SE COR LOT 1 N 15 W 53 S 14 W 21 S 1 E TO POB SECTION 13 TOWNSHIP 12 RANGE 05**

**TOPOGRAPHY:** Above Street - 2, Rolling - 4  
**UTILITIES:** All Public - 1  
**ACCESS:** Paved Road - 1  
**FRONTING:** Major Strip or CBD - 1  
**LOCATION:** Major Strip - 4  
**PARKING TYPE:** Off Street - 1  
**PARKING QUANTITY:** Adequate - 2  
**PARKING PROXIMITY:** On Site - 3  
**PARKING COVERED:**  
**PARKING UNCOVERED:**

TAX YEAR	HEARING DATE	APPEAL LEVEL	CASE NUM	STATUS	FINAL ACTION	RESULTS CODE	HEARING VALUE
2012	11/27/2012	PUPinfl-1st Half Informal PUP	PUPinfl-580-2012	Closed - C	A	D6	NOT FOUND
2012	11/27/2012	PUPinfl-1st Half Informal PUP	PUPinfl-580-2012	Closed - C	A	D6	NOT FOUND
2012	11/27/2012	PUPinfl-1st Half Informal PUP	PUPinfl-580-2012	Closed - C	A	D6	NOT FOUND
2009	01/29/2010	PUPinfl-1st Half Informal PUP	0000002652	Closed - C	A	I3	NOT FOUND
2009	01/29/2010	PUPinfl-1st Half Informal PUP	0000002652	Closed - C	A	I3	NOT FOUND
2009	01/29/2010	PUPinfl-1st Half Informal PUP	0000002652	Closed - C	A	I3	NOT FOUND

CLS	LAND	BUILDING	TOTAL
Commercial & Industrial - C	\$18,500	\$10,560	\$29,060
<b>TOTAL</b>	<b>\$18,500</b>	<b>\$10,560</b>	<b>\$29,060</b>

DATE	VALIDITY	SALE TYPE	BOOK	PAGE	COV	BUYER NAME	BUYER ADDRESS	TOTAL
01/04/2021			117	1424-1425		Not available		

**GENCOM:**  
**PROP-NC:** AN  
**PROP-COM:** AN-NAPOLIS Burned previously - removed in 2016  
**OTHCOMP:**

MTHD	TYPE	ACRE	SQFT	EFF	DPTH	D-FACT	INF1	FACT1	INF2	FACT2	OVRD	RSN	CLS	MODL	BASE SZ	BASE VAL	INC VAL	DEC VAL	VALUE EST
Sqft	4-Zoning Restrictions - 4	0.00	24213.00											15	12000.00	\$0.85	\$0.68	\$0.68	\$18,500.00
<b>TOTAL MARKET LAND VALUE</b>																		<b>\$18,500</b>	

PARCEL ID: 031-116-13-0-20-05-016.00-0      QUICK REF ID: R11704      TAX YEAR: 2023      AS OF: 2/18/2023 11:02:05 PM

<b>RES TYPE:</b> <b>QUALITY:</b> <b>YEAR BUILT:</b> 0 <b>EST:</b> YES <b>EFF YEAR:</b> 0 <b>MS STYLE:</b> <b>LBCS STRUCT:</b> <b>NO. OF UNITS:</b> 0 <b>TOTAL LIVING AREA:</b> 0 <b>CALCULATED AREA:</b> 0 <b>MAIN FLR LIVING AREA:</b> 0 <b>UPPER FLR LIVING AREA %:</b> 0% <b>CDU:</b> <b>PHYS/FUNC/ECON:</b> // <b>OVR % GD/RSN:</b> / <b>REMODEL:</b> <b>% COMPLETE:</b> % <b>ASSESSMENT CLASS:</b> <b>MU CLS/PCT:</b> /	<b>ARCH STYLE:</b> <b>BSMT TYPE:</b> <b>TOTAL ROOMS:</b> 0 <b>BEDROOMS:</b> 0 <b>FAMILY ROOMS:</b> 0 <b>FULL BATHROOMS:</b> 0 <b>HALF BATHROOMS:</b> 0 <b>GARAGE CAP:</b> <b>FOUNDATION:</b>  <b>REMODEL DESC:</b> <b>RESIDENTIAL BLDG:</b> <b>RESIDENTIAL COMP:</b> <b>COMMERCIAL BLDG:</b> <b>COMMERCIAL COMP:</b>	<b>RES TYPE:</b> <b>STYLE:</b> <b>YEAR BUILT:</b> 0 <b>EFF YEAR:</b> 0 <b>QUALITY:</b> <b>LBCS STRUCT:</b> <b>WIDTH:</b> 0 <b>LENGTH:</b> 0 <b>CDU:</b> <b>CLASS:</b> <b>PHYS/FUNC/ECON:</b> // <b>OVR % GD/RSN:</b> 0/ <b>TAGALONG STYLE:</b> <b>TAGALONG WIDTH:</b> 0 <b>TAGALONG LENGTH:</b> 0 <b>POST VALUE:</b> Yes	<b>VALUE METHOD:</b> COST <b>LAND VALUE:</b> \$18,500 <b>BUILDING VALUE:</b> \$10,560 <b>FINAL VALUE:</b> \$29,060 <b>PRIOR VALUE:</b> \$27,100  <b>DWELLING RCN:</b> \$0 <b>PERCENT GOOD:</b> 0% <b>MKT ADJ:</b> 0% <b>ECO ADJ:</b> 0% <b>BUILDING VALUE:</b> \$0 <b>OTHER IMPROVEMENT RCN:</b> \$0 <b>OTHER IMPROVEMENT VALUE:</b> \$0  <b>DWELLING RCN:</b> \$0 <b>PERCENT GOOD:</b> 0% <b>MKT ADJ:</b> 0% <b>ECO ADJ:</b> 0% <b>BUILDING VALUE:</b> \$0  <b>COST LAND:</b> \$18,500 <b>COST BUILDING:</b> \$0 <b>COST TOTAL:</b> \$18,500 <b>INCOME VALUE:</b> \$0 <b>MARKET VALUE:</b> \$0 <b>MRA VALUE:</b> \$0
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OCCUPANCY	MSCIS	RANK	QTY	YEAR BUILT	EFF	LBCS	AREA	PERIM	HEIGHT	DIMENSIONS	STORIES	PHYS	FUNC	ECON	OVR %	RSN	CLS	RCN	%GD	VALUE
Site Improvements	M	AV-	1	1971	0	10	0	8.0	0 x 0	1	PR	PR		0%				\$78,256	15%	\$10,560

CODE	DESCRIPTION	UNITS	PCT	QUALITY	YEAR	CODE	DESCRIPTION	UNITS	PCT	SIZE	OTHER	RANK	YEAR
0		0	0	0.00	0	8350	Paving, Asphalt with Base	17507	0	0	0		0

<b>PARCEL ID:</b> 031-116-13-0-20-05-016.00-0		<b>QUICK REF ID:</b> R11704		<b>TAX YEAR:</b> 2023		<b>AS OF:</b> 2/18/2023 11:02:05 PM															
<b>BLDG # AND NAME:</b> 0-		<b>UNITS:</b> 0-				1 2 3 4 5 6 7 8															
<b>LBCS STRUCT CODE:</b> -		<b>APT TYPE:</b>																			
<b>IDENTICAL UNITS</b>	<b># OF UNITS</b>	<b>UNIT TYPE</b>	<b>MS MULT</b>	<b>MS ZIP</b>	<b>BATHS:</b>																
0	0																				
<b>BUILDING RCN:</b>				\$0																	
<b>MKT ADJ:</b>				0%																	
<b>ECO ADJ:</b>				0%																	
<b>BUILDING VALUE:</b>				\$0																	
<b>OTHER IMPROVEMENT RCN:</b>				\$0																	
<b>OTHER IMPROVEMENT VALUE:</b>				\$0																	
<b>SEC</b>	<b>OCCUPANCY</b>	<b>MSCLS</b>	<b>RANK</b>	<b>YR BLT</b>	<b>EFF YR</b>	<b>LEVELS</b>	<b>STORIES</b>	<b>AREA</b>	<b>PERIM</b>	<b>HGT</b>	<b>PHYS</b>	<b>FUNC</b>	<b>ECON</b>	<b>OVR%</b>	<b>RSN</b>	<b>INC USE</b>	<b>NET AREA</b>	<b>CLS RCN</b>	<b>%GD</b>	<b>VALUE</b>	
0	-			0	0	/		0	0	0.0									\$0	0.0	\$0
<b>SEC</b>	<b>CODE</b>	<b>UNITS</b>	<b>PCT</b>	<b>SIZE</b>	<b>OTHER</b>	<b>RANK</b>	<b>YEAR</b>														
<b>DRY LAND:</b>	0.00	<b>DRY LAND:</b>	\$0	<b>TYPE</b>	<b>ACRES</b>	<b>SOIL</b>	<b>IRR TYPE</b>	<b>WELL DEPTH</b>	<b>ACRE FEET</b>	<b>ACRE FT/AC</b>	<b>ADJ CODE</b>	<b>GOVT PROG</b>	<b>BASE RATE</b>	<b>ADJ RATE</b>	<b>AG VALUE</b>						
<b>IRRIGATED:</b>	0.00	<b>IRRIGATED:</b>	\$0																		
<b>NATIVE GRASS:</b>	0.00	<b>NATIVE GRASS:</b>	\$0																		
<b>TAME GRASS:</b>	0.00	<b>TAME GRASS:</b>	\$0																		
<b>TOTAL:</b>	0.00	<b>TOTAL:</b>	\$0																		

PARCEL ID: 031-116-13-0-20-05-016.00-0

QUICK REF ID: R11704

TAX YEAR: 2023

AS OF: 2/18/2023 11:02:05 PM



# City of Junction City

## Land Bank

### Agenda Memo

02-06-2024

**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 8-10, 12-14, 17-21, & 23-25, Block 2 of Olivia Farms 2nd Plat; Lots 25-27, Block 4 of Olivia Farms in the amount of \$17,000.00.

**Options:**

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

**Staff Recommendation:** This is less than the normal price for contractors. However other lots in this subdivision have been sold to this group due to the nature of the subdivision.

**Attachments:**

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



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

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

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

- 143  THE SELLER DISCLOSES the estimated annual special assessment tax is \_\_\_\_\_.
- 144  THE SELLER DISCLOSES the actual annual special assessment tax is \_\_\_\_\_.

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

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

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

160  
161 **17. DEFAULTS AND REMEDIES.** SELLER or BUYER is in default if either fails to comply with any material covenant,  
162 agreement or obligation within any time limits required. Following a default by either SELLER or BUYER, the other  
163 party shall have the following remedies, subject to the provisions of Paragraph 12:  
164 a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as  
165 a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and,  
166 at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this  
167 Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.  
168 b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER  
169 as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at  
170 SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a  
171 penalty or pursue any other remedy and damages available at law or in equity.

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

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

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

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

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

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

211 Subject to any inspections permitted by the terms hereof, and cancellation of this agreement as allowed herein,  
 212 BUYER agrees to purchase the property in its present condition only, without representations, warranties or guaranties  
 213 of any kind by SELLER or any real estate licensee concerning the condition or value of the property. BUYER  
 214 understands it has been suggested that inspections be performed, that it is important for BUYER to independently  
 215 investigate conditions at the property and that neither the SELLER nor real estate licensees involved, are experts at  
 216 detecting or advising on conditions existing at the property. Any express warranty or representation by SELLER or the  
 217 real estate licensees is specifically set out herein:  
 218  
 219  
 220

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

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

228  
 229 **A. Licensee assisting SELLER is functioning as:**

- 230  SELLER'S Agent  
 231  Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)  
 232  Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker  
 233 Agreement. SELLER is not being represented.  
 234  BUYER'S Agent and SELLER is not being represented  
 235  Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not  
 236 being represented.

237  
 238 **B. Licensee assisting BUYER is functioning as:**

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

Vacant Land Real Estate Sale Contract - 2017

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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.

DocuSigned by:		1/30/2024	
SELLER JUNCTION CITY LAND BANK	DATE	BUYER C&C HOMES, LLC	DATE
SELLER	DATE	BUYER	DATE
Coldwell Banker Patriot Realty	(Please Print)	Homefront Real Estate Group	(Please Print)
Lance Custer	(Please Print)	Kyrsten Ross	(Please Print)
(785)226-0438	/ Fax #	(785)307-3977	/ Fax #
lance.custer@coldwellbanker.com		KRoss@RossHouses.com	
BR0052930		BR00234802	
BR0052930		BR00222316	

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.

**ADDENDUM # 1**

Addendum to contract dated January 30th, 2024 between: JUNCTION CITY LAND BANK (Sellers) and C&C HOMES, LLC (Buyers) on property located at SEE ADDENDUM # 1: 17 LOTS, JUNCTION CITY, KS 66441

**THE REFERENCE NUMBER(S) FOR THE LOT(S) ARE AS FOLLOWS:**

R1506-R1508  
OLIVIA FARMS, 2ND PLAT, BLOCK 2, LOT 8-10

R1510-R1512  
OLIVIA FARMS, 2ND PLAT, BLOCK 2, LOT 12-14

R1515-R1519  
OLIVIA FARMS, 2ND PLAT, BLOCK 2, LOT 17-21

R1521-R1523  
OLIVIA FARMS, 2ND PLAT, BLOCK 2, LOT 23-25


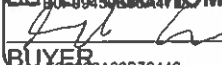
R1568-R1570  
OLIVIA FARMS, BLOCK 4, LOTS 25-27

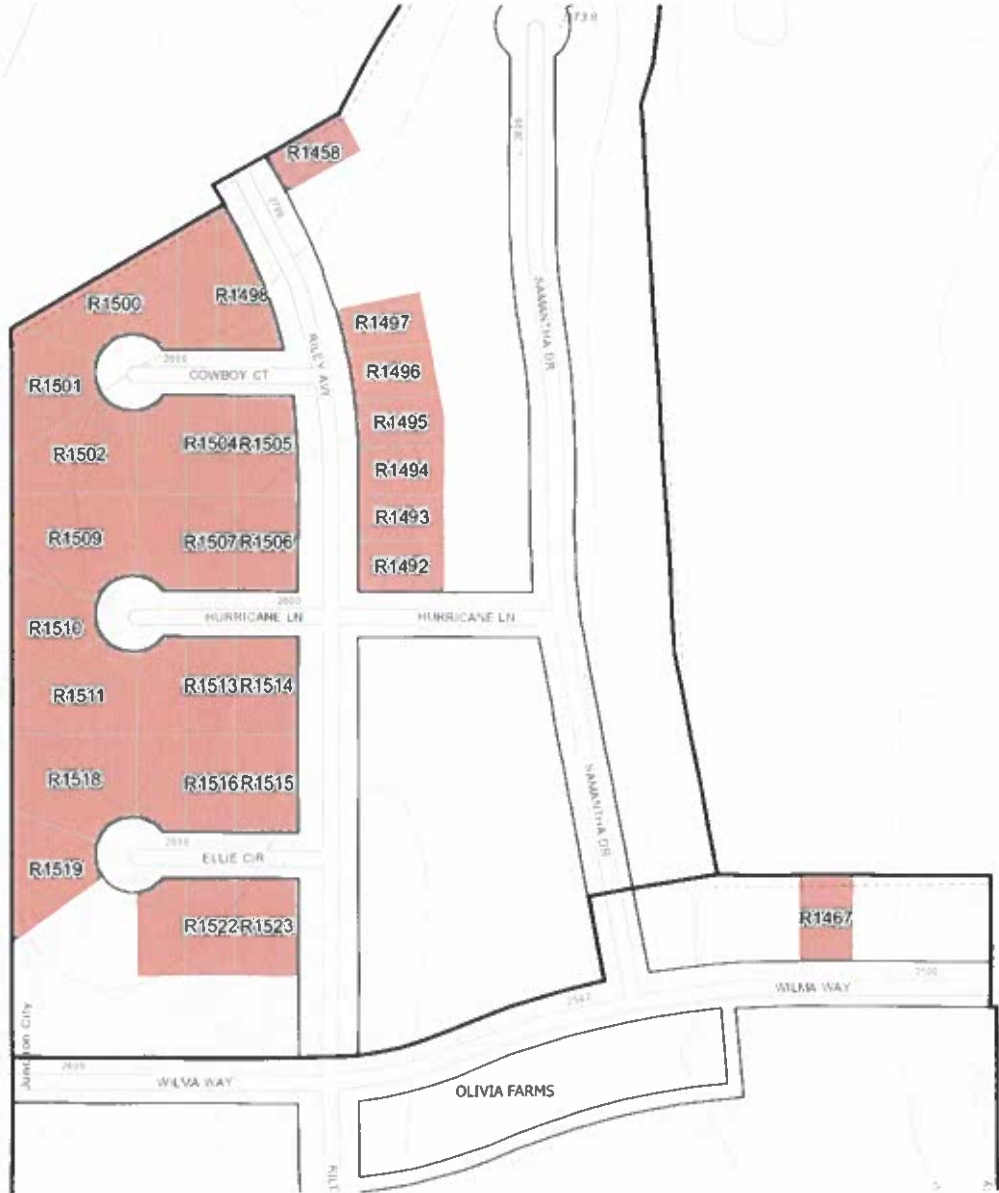
**THE BUYER AGREES TO PAY FOR THE OWNER TITLE POLICY, ALL THE TITLE COMPANY SETTLEMENT FEES, AND ANY CLOSING FEES AND PUBLICATION FEES ASSOCIATED WITH THE TRANSACTION.**

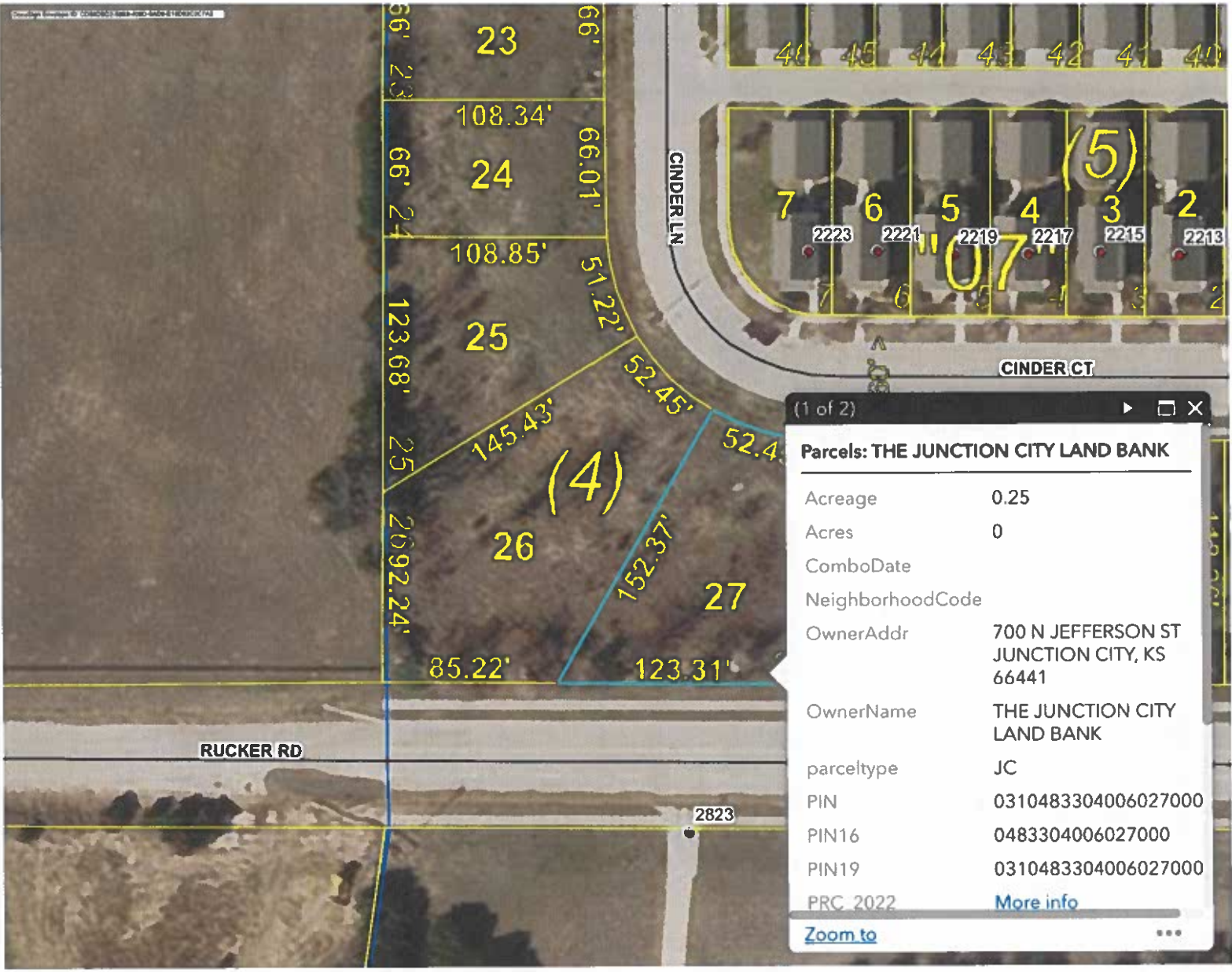
**BUYERS ASSUME ALL RESPONSIBILITY FOR VERIFYING WITH THE APPROPRIATE PROVIDERS THE SUITABILITY FOR THE LOT FOR BUYERS INTENDED BUILDING PURPOSE. BUYERS FURTHER ACKNOWLEDGES THAT THERE MAY OR MAY NOT CURRENTLY HAVE ELECTRICAL POWER SERVICING THE AREA. BUYERS ARE RESPONSIBLE FOR VERIFYING WHETHER GAS LINES CURRENTLY EXIST. ANY NECESSARY FUTURE IMPROVEMENTS TO THE LOTS FOR UTILITIES SHALL BE THE BUYERS RESPONSIBILITY.**

**SELLER WARRANTS THAT THERE ARE NO SPECIAL ASSESSMENTS FOR LAND IMPROVEMENTS ASSOCIATED WITH THE LOT. BUYER DOES ACKNOWLEDGE THAT EACH LOT PURCHASED 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 A 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. BUYER FURTHER UNDERSTANDS THAT THE BUYER WILL BE RESPONSIBLE FOR MAINTAINING THE LOTS IN ACCORDANCE TO CITY ORDINANCE AFTER CLOSING.**

		DocuSigned by:	
<u>SELLER JUNCTION CITY LAND BANK</u>	<u>DATE</u>		<u>1/30/2024</u>
<u>SELLER</u>	<u>DATE</u>	<u>C&amp;C HOMES, LLC</u>	<u>DATE</u>
			<u>1/30/2024</u>
		<u>BUYER</u>	<u>DATE</u>





(1 of 2) [Close] [Maximize]

**Parcels: THE JUNCTION CITY LAND BANK**

Acreage	0.25
Acres	0
ComboDate	
NeighborhoodCode	
OwnerAddr	700 N JEFFERSON ST JUNCTION CITY, KS 66441
OwnerName	THE JUNCTION CITY LAND BANK
parceltype	JC
PIN	0310483304006027000
PIN16	0483304006027000
PIN19	0310483304006027000
PRC 2022	<a href="#">More info</a>

[Zoom to](#) [More]



Land Bank, City of Junction City, Kansas

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**POLICY: PRICING OF LOTS IN LAND BANK**

**POLICY NUMBER: 001**


**REVISED: FEBRUARY 1, 2022**

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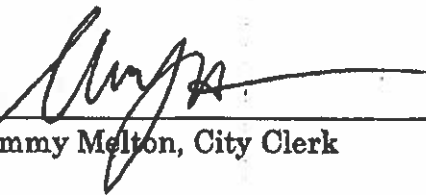
- I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for \$5,000.00 (five thousand dollars) per lot.
- II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more 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.

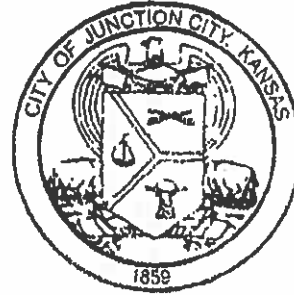
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

**CITY OF JUNCTION CITY, KANSAS**


  
\_\_\_\_\_  
Jeff Underhill  
Chairman of the Land Bank

ATTEST:

  
\_\_\_\_\_  
Tammy Melton, City Clerk



DocuSigned by:  
  
\_\_\_\_\_  
Buyer 99459E06A47D... Date 1/30/2024

DocuSigned by:  
  
\_\_\_\_\_  
Buyer 59C022A20876446... Date 1/30/2024

RESOLUTION NO. 01-2024

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 Lot 8, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 9, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 10, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 12, Block 2, Olivia Farms 2nd Plat a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 13, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 14, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 17, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 18, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 19, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 20, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 21, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 23, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas; Lot 24, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas; Lot 25, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas; Lot 25, Block 4, Olivia Farms Subdivision, a subdivision in the City of Junction City, Kansas; Lot 26, Block 4, Olivia Farms Subdivision, a subdivision in the City of Junction City, Kansas; Lot 27, Block 4, Olivia Farms Subdivision, a subdivision in 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  
6TH DAY OF FEBRUARY, 2024.

---

Pat Landes  
Chairman

ATTEST:

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Tammy Melton, Secretary

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_ day of February, 2024, 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 Seventeen Thousand and no/100 Dollars (\$17,000.00), 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 8, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 9, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 10, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 12, Block 2, Olivia Farms 2nd Plat a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 13, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 14, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 17, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 18, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 19, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 20, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 21, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 23, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas
- Lot 24, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas
- Lot 25, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas

Lot 25, Block 4, Olivia Farms Subdivision, a subdivision in the City of Junction City, Kansas  
Lot 26, Block 4, Olivia Farms Subdivision, a subdivision in the City of Junction City, Kansas  
Lot 27, Block 4, Olivia Farms Subdivision, a subdivision in 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: \_\_\_\_\_  
Pat Landes  
Chairman, Land Bank Board of Trustees

ATTEST:

\_\_\_\_\_  
Tammy Melton  
Secretary, Land Bank Board of Trustees

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF GEARY         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, 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:

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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 8, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 9, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 10, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 12, Block 2, 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 25, Block 4, Olivia Farms Subdivision, a subdivision in the City of Junction City, Kansas
- Lot 26, Block 4, Olivia Farms Subdivision, a subdivision in the City of Junction City, Kansas
- Lot 27, Block 4, Olivia Farms Subdivision, a subdivision in 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  
February 6, 2024

# City of Junction City

## Land Bank

### Agenda Memo

02-06-2024

**From:** Allen Dinkel, City Manager

**To:** Land Bank Board

**Subject:** Land Bank Offer

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**Objective:** Consider offer to purchase Land Bank lots.

**Explanation of Issue:** Mission Properties, LLC is offering to purchase Lots 8 & 9, Block 2 & Lots 5 & 14, Block 3 Sutter Highlands Subdivision in the amount of \$10,000.00.

**Options:**

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

**Staff Recommendation:** This is an offer of \$2,500 per lot. Even though they are not buying 5 or more lots at this time, this developer and his subsidiaries has made significant investment in the past few months on Land Bank lots.

**Attachments:**

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

# VACANT LAND REAL ESTATE SALE CONTRACT

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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:

R9050, 9059, 9040, 9041

Street Address (if available)	City	State	Zip	County

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

4 lots: Lots 8 and 9, Block 2, Sutter Highlands Sub. AND Lots 5 and 14, Block 3, Sutter Highlands Subdivison

(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 \$ 10,000.00

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  
 Heartland Title Company Escrow/Closing Agent  
 If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, escrow/closing agent shall be \_\_\_\_\_

b. Total amount financed by BUYER \$ 0.00

c. Balance of purchase price to be paid on or before closing \$ 9,500.00

3. CLOSING AND POSSESSION: By March 29, 2024 ("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

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

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

- 143  THE SELLER DISCLOSES the estimated annual special assessment tax is \_\_\_\_\_.
- 144  THE SELLER DISCLOSES the actual annual special assessment tax is \_\_\_\_\_.
- 145

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

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

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

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

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

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

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

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

181

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

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

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

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

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

218 \_\_\_\_\_  
219 \_\_\_\_\_  
220 \_\_\_\_\_

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

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

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

- 237  
238 **B. Licensee assisting BUYER is functioning as:**  
239  BUYER'S Agent  
240  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.

		Mike Drippé		01/29/2024
SELLER	DATE	BUYER		DATE
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)**

	Lance Custer
<input type="checkbox"/> Licensee Assisting Seller	<input type="checkbox"/> 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.

**ADDENDUM 1** \_\_\_\_\_

Addendum to contract dated \_\_\_\_\_ between:  
Junction City Land Bank \_\_\_\_\_ (Sellers) and  
Mission Properties, LLC \_\_\_\_\_ (Buyers) on property located  
at 4 Lots in Sutter Highlands Subdivision \_\_\_\_\_

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.

Junction City Land Bank agrees to ensure power to all lots in Sutter Highlands Subdivision and Sutter Woods Subdivision at land bank expense.

		<u>Mike Drippé</u>	
SELLER _____	DATE _____	BUYER _____	DATE <u>01/29/2024</u>
SELLER _____	DATE _____	BUYER _____	DATE _____

## SELLER'S ESTIMATED PROCEEDS WORKSHEET

1 **SELLER:** Junction City Land Bank

2 **PROPERTY:** 4 Lots in Sutter Highlands Subdivision

3 **ESTIMATED CLOSING DATE:** March 29, 2024

4 **PRICE:** ..... \$ 10,000.00

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 ..... \$ 2,000.00

18 Selling Commission ..... \$ 2,000.00

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** ..... \$ 4,000.00

30 **APPROXIMATE NET PROCEEDS** ..... \$ 6,000.00

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 \_\_\_\_\_ Date

44 **SELLER:** \_\_\_\_\_ Date

45 \_\_\_\_\_ Date

46 **By:** Lance Custer 01/30/2024 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

Land Bank, City of Junction City, Kansas

**POLICY: PRICING OF LOTS IN LAND BANK**


**POLICY NUMBER: 001**

**REVISED: FEBRUARY 1, 2022**

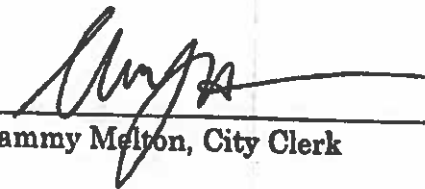
- I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for \$5,000.00 (five thousand dollars) per lot.
- II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more 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.

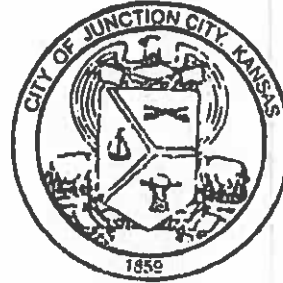
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

**CITY OF JUNCTION CITY, KANSAS**

  
\_\_\_\_\_  
Jeff Underhill  
Chairman of the Land Bank

**ATTEST:**

  
\_\_\_\_\_  
Tammy Melton, City Clerk



Mike Drippé                      08/10/2023  
\_\_\_\_\_  
Buyer    Date

\_\_\_\_\_  
Buyer    Date

RESOLUTION NO. 02-2024

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 Lot 8, Block 2 Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. One (1), and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas; Lot 9, Block 2, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. One (1) and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas; Lot 14, Block 3, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No 1, and a final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas; Lot 5, Block 3, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. 1 and a final plat of an adjacent tract in the City of 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 6TH DAY OF FEBRUARY, 2024.

---

Pat Landes  
Chairman

ATTEST:

---

Tammy Melton, Secretary

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_ day of February, 2024, 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 Ten Thousand and no/100 Dollars (\$10,000.00), 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 8, Block 2 Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. One (1), and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

Lot 9, Block 2, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. One (1) and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

Lot 14, Block 3, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No 1, and a final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

Lot 5, Block 3, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. 1 and a final plat of an adjacent tract in the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: \_\_\_\_\_

Pat Landes

Chairman, Land Bank Board of Trustees

ATTEST:

\_\_\_\_\_  
Tammy Melton  
Secretary, Land Bank Board of Trustees

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF GEARY         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 8, Block 2 Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. One (1), and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas  
Lot 9, Block 2, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. One (1) and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas  
Lot 14, Block 3, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No 1, and a final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas  
Lot 5, Block 3, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. 1 and a final plat of an adjacent tract 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  
February 6, 2024

# City of Junction City

## Land Bank

### Agenda Memo

02-06-2024

**From:** Allen Dinkel, City Manager

**To:** Land Bank Board

**Subject:** Land Bank Offer

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**Objective:** Consider offer to purchase Land Bank lots.

**Explanation of Issue:** Bradley & Maiah Diel are offering to purchase Lot 4, Block 11 of Doc Hargreaves Hilltop #5 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 at the standard price.

**Attachments:**

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

# VACANT LAND REAL ESTATE SALE CONTRACT

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THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: Bradley Diel & Maiah Nadine 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:

R1959 Quail Run 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 4, Block 11, Doc Hargreaves Hilltop #5

(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 \_\_\_\_\_ \$ 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 \$ 5,000.00

3. CLOSING AND POSSESSION: By April 17, 2024 ("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: \_\_\_\_\_

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

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

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

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

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

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

160  
161 **17. DEFAULTS AND REMEDIES.** SELLER or BUYER is in default if either fails to comply with any material covenant,  
162 agreement or obligation within any time limits required. Following a default by either SELLER or BUYER, the other  
163 party shall have the following remedies, subject to the provisions of Paragraph 12:  
164 a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as  
165 a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and,  
166 at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this  
167 Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.  
168 b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER  
169 as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at  
170 SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a  
171 penalty or pursue any other remedy and damages available at law or in equity.  
172 **If as a result of a default under this Contract, either SELLER or BUYER employs an attorney, the defaulting**  
173 **party shall, unless prohibited by law, reimburse the non defaulting party for all reasonable attorney's fees,**  
174 **court costs and other legal expenses incurred by the non defaulting party in connection with the default.**

175  
176 **18. SEXUAL PREDATOR NOTICE.** Kansas law requires persons who are convicted of certain crimes,  
177 including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you,  
178 as the BUYER, desire information regarding those registrants, you may find information on the homepage of  
179 the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's  
180 office.  
181

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

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

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

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

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

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

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

228  
229 **A. Licensee assisting SELLER is functioning as:**

- 230  SELLER'S Agent  
231  Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)  
232  Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker  
233 Agreement. SELLER is not being represented.  
234  BUYER'S Agent and SELLER is not being represented  
235  Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not  
236 being represented.

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

- 239  BUYER'S Agent  
240  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	Bradley Diel	01/31/2024
SELLER	DATE	BUYER	DATE
Coldwell Banker Patriot Realty	(Please Print)	Maiah Nadine Diel	01/31/2024
Name of Listing Brokerage	(Please Print)	Name of Selling Brokerage	(Please Print)
Lance Custer	(Please Print)	Lance Custer	(Please Print)
Name of Licensee Assisting Seller	(Please Print)	Name of Licensee Assisting Buyer	(Please Print)
(785) 762 - 4663 / _____	Fax # _____	(785) 762-4663 / _____	Fax # _____
Listing Licensee Phone #	Fax #	Selling Licensee Phone #	Fax #
lance.custer@coldwellbanker.com	Listing Licensee Email Address	lance.custer@coldwellbanker.com	Selling Licensee Email Address
BR00052930	Listing Agent License #	BR00052930	Selling Agent License #
BR00052930	Supervising Broker License #	BR00052930	Supervising Broker License #

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

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

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Legal Counsel for the 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.

**ADDENDUM 1** \_\_\_\_\_

Addendum to contract dated \_\_\_\_\_ between:  
Junction City Land Bank \_\_\_\_\_ (Sellers) and  
Bradley Diel & Maiah Nadine Diel \_\_\_\_\_ (Buyers) on property located  
at R1959 Quail Run \_\_\_\_\_

The reference number for the lot to be purchased is R 1959 on Quail Run.

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	<i>Bradley Diel</i>	<i>01/31/2024</i>
SELLER	DATE	BUYER <i>Maiah Nadine Diel</i>	DATE <i>01/31/2024</i>
SELLER	DATE	BUYER	DATE

Serial#: 085498-800170-3190621

Prepared by: Lance Custer | Coldwell Banker Patriot Realty | lance.custer@coldwellbanker.com |



## SELLER'S ESTIMATED PROCEEDS WORKSHEET

1 **SELLER:** Junction City Land Bank

2 **PROPERTY:** R1959 Quail Run

3 **ESTIMATED CLOSING DATE:** April 17, 2024

4 **PRICE:** ..... \$ 5,000.00

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** ..... \$ 4,000.00

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 *Lance Custer* *02/01/2024*

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

Land Bank, City of Junction City, Kansas

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**POLICY: PRICING OF LOTS IN LAND BANK**

**POLICY NUMBER: 001**

**REVISED: FEBRUARY 1, 2022**

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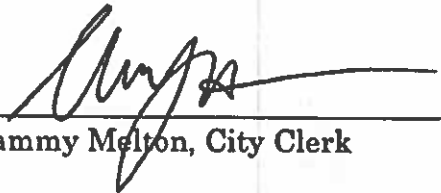
- I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for \$5,000.00 (five thousand dollars) per lot.
- II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more 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.

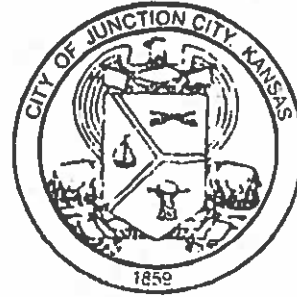
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

**CITY OF JUNCTION CITY, KANSAS**

  
\_\_\_\_\_  
Jeff Underhill  
Chairman of the Land Bank

ATTEST:

  
\_\_\_\_\_  
Tammy Melton, City Clerk



Maiah Nadine Diel                      01/31/2024  
\_\_\_\_\_  
Buyer    Date

Bradley Diel                                      01/31/2024  
\_\_\_\_\_  
Buyer    Date

RESOLUTION NO. 03-2024

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 BRADLEY DIEL & MAIAH NADINE 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 Bradley Diel & Maiah Nadine 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 Lot Four (4), Block Eleven (11), Doc Hargreaves Hilltop Addition, Unit Five (5) Subdivision to the City of Junction City, Kansas to Bradley Diel & Maiah Nadine 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 6TH DAY OF FEBRUARY, 2024.

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Pat Landes  
Chairman

ATTEST:

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Tammy Melton, Secretary

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_ day of February, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Bradley Diel & Maiah Nadine Diel 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 Four (4), Block Eleven (11), Doc Hargreaves Hilltop Addition, Unit Five (5)  
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: \_\_\_\_\_

Pat Landes

Chairman, Land Bank Board of Trustees

ATTEST:

\_\_\_\_\_  
Tammy Melton  
Secretary, Land Bank Board of Trustees

STATE OF KANSAS            )  
  )  ss.  
COUNTY OF GEARY         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 Four (4), Block Eleven (11), Doc Hargreaves Hilltop Addition, Unit Five (5) 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

February 6, 2024