

**March 19, 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 February 6th, 2024 Meeting. (p.2)
- b. Discussion on electrification concern. (p.4)
- c. Consideration of the offer from Junghans Agency, Inc. to purchase Lots 23-25, Block 5 of the Sutter Highlands Subdivision in the amount of \$15,000.00. (p.6)
- d. Consideration of the offer from C & C Homes, LLC. to purchase Lots 13 & 14, Block 6; Lots 1, 8 & 9, Block 4; & Lot 1, Block 7 of the Sutter Highlands Subdivision in the amount of \$15,000.00. (p.17)
- e. Consideration of the offer from G & G Builders, LLC. to purchase Lots 12-18, Block 3 of the Sutter Woods Subdivision in the amount of \$17,500.00. (p.36)

**3. ADJOURNMENT:**

## JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

February 6, 2024

6:40 p.m.

### CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, February 6th, 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 16th, 2024 Meeting was presented for consideration. Trustee Underhill moved to approve Land Bank Minutes for January 16th, 2024 Meeting, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

Annual Report of the Land Bank Sales Activity was presented by Lance Custer.

Special Pricing for a Commercial Lot was presented. City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve the Special Pricing for a Commercial Lot located at 1032 South Washington Street (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) at \$35,000.00, seconded by Trustee Pinaire. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

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 was presented for consideration. City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve 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 not to exceed \$17,000.00, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

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 was presented for consideration. City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve 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 not to exceed \$10,000.00, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

February 6, 2024

The offer from Bradley & Maiah Diel to purchase Lot 4, Block 11 of Doc Hargreaves Hilltop #5 in the amount of \$5,000.00 was presented for consideration. City Manager Dinkel gave details & answered questions. Trustee Pinaire moved to approve the offer from Bradley & Maiah Diel to purchase Lot 4, Block 11 of Doc Hargreaves Hilltop #5 in the amount not to exceed \$5,000.00, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

## **ADJOURNMENT**

Trustee Underhill moved, seconded by Trustee Larson to adjourn at 6:56 p.m. Ayes: Landes, Larson, Underhill, Gordon, and Pinaire. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 19TH DAY OF MARCH AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR FEBRUARY 6TH, 2024.

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Tammy Melton, Secretary

Pat Landes, Chairman

**City of Junction City**  
**City Commission Agenda Memo**  
**March 15, 2024**

**From:** Britain D. Stites, City Attorney

**To:** Land Bank

**Subject:** Electrification Concern

**Background:** C&C Homes raised an issue two meetings ago concerning the electrification of the lots in both of the Sutter subdivisions: Highlands and Woods. They pointed out that their lots were not receiving electricity with the City providing but instead they had to do so on their own. In addition, they noted that another developer would be receiving electrification.

This stems from the September 5, 2023 Land Bank meeting:

<https://junctioncityks.portal.civicclerk.com/event/319/media>. The motion is to extend to all lot in Sutter Woods and Sutter Highlands. This was a separate agenda item than the purchase of lots on the same meeting's agenda.

On the other hand, upon review of addendums to each C&C Homes disclosed that there was no electricity to lots. In addition, C&C paid less than full value (\$5,000 per lot). If the \$5,000 per lot is paid on a non-electrified lot, then the contractor may receive a \$4,000 refund. However, per policy, the contractor will not qualify for a rebate or refund if they pay less.

As a part of the Drippé offers, non-electrified lots were paid \$4,000 per lot with the understanding that the Land Bank would help enable electricity.

**Discussion of Issue:** The Land Bank is governed by a few statutes. The Land Bank is empowered to “enter into contracts”, “acquire, by purchase, gift[,] or device, and convey any real property . . . subject to the provisions of this act”, and “exercise any other incidental power which is necessary to carry out the purposes of the land bank and this act.” K.S.A. 12-5905. Those power flow into the duties of the Land Bank. The Land Bank is to study, analyze, and evaluate potential, present, and future uses for such property which would provide for the effective reutilization of

such property. K.S.A. 12-5907(c). In addition, the Land Bank is to plan for and use the Land Bank's best efforts to consummate the sale of property at such times and with such terms and conditions deemed appropriate. *Id.* at (e).

K.S.A. 12-5908(a) enables the Land Bank to "sell any property . . . 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." In addition, competitive bidding is explicitly not required concerning Land Bank lots. Money derived from the sale of property "shall be retained by the [Land Bank] for the purposes and operations" of the Land Bank per K.S.A. 12-5910(a). That could include mowing, upkeep, marketing, electrification, and other necessary or functional purpose and operations.

This one could be arguably handled either way; however, we must take into account that the Land Bank is free of competitive bidding requirements for land sales. In addition, the term "effective reutilization" continues to pop up throughout the Land Bank Act. Now, that term has yet to be defined by the Legislature or the Kansas Supreme Court. It seems to ask for a more nuanced and private sector approach to land sales than the more egalitarian approach to be used by most government programs.

**Alternatives:** The Land Bank may choose to electrify all of the lots in those two subdivisions. Or the Land Bank may clarify or retract its previous action.

**Recommendation:** I recommend that the governing body do as it wills.

# City of Junction City

## Land Bank

### Agenda Memo

03-19-2024

**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:** Junghans Agency is offering to purchase Lots 23-25, Block 5 of the Sutter Highlands Subdivision in the amount of \$15,000.00. And have requested to reserve Lot 4 & 10-16, Block 10 of the Sutter Woods Subdivision as well as Lots 2-7, Block 4 of Sutter Highlands Subdivision.

**Options:**

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

**Staff Recommendation:** This is a standard offer of \$5,000 per lot. We have utilized reserving of lots to great success in the past and This purchaser continues to move forward and build new homes.

**Attachments:**

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

# VACANT LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

2 **SELLER:** Junction City Land Bank

(State marital status)

3 **BUYER:** Junghans Agency, Inc

4 **BUYER TAKING TITLE AS:**  JTWROS OR  Tenants in Common

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

7 R9190, R9191, R9192

8 Street Address (if available)

Junction City  
City

KS  
State

66441  
Zip

Geary  
County

9 **LEGAL DESCRIPTION:** (As described in the Legal Description Addendum or as described below)  
10 SUTTER HIGHLANDS SUB , BLOCK 5 , Lot 23, 24, 25 , SECTION 04 TOWNSHIP 12 RANGE 05

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

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

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

14 2. **PURCHASE PRICE:** The purchase price for the property is  
15 which BUYER agrees to pay as follows:

\$ 15,000.00

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

17  Personal check OR  Other

18 in the amount of \_\_\_\_\_

19 Deposited with:

\$ 500.00

20

21  Junction City Abstract and Title

Listing Broker

Escrow/Closing Agent

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

24 b. Total amount financed by BUYER

\$ \_\_\_\_\_

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

\$ 14,500.00

26 3. **CLOSING AND POSSESSION:** By April 10, 2024 ("Closing Date") SELLER shall execute and deliver  
27 into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all  
28 other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date,  
29 BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by  
30 BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract.  
31 **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM**  
32 **OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have  
33 been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver  
34 possession of the Property to BUYER on \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_. M., (if left blank, the Closing  
35 Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.

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

38  Contingency for Sale and/or Closing Addendum

Other: JCLB Addendum

39  Seller's Land Disclosure and Condition Addendum

Other: Aerial Map

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

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.  
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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.** Seller agrees not to sell for 1 year following the closing of this purchase agreement lots 4 and 10-16 of block 10 Sutter Woods subdivision. And, block 4, lots 2-7 Sutter highland. Buyer and Seller Acknowledge that Clint and Matt Junghans principles in Junghans Agency Inc are licensed real estate agents in KS

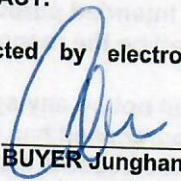
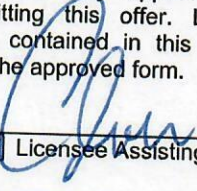
25. **EXPIRATION.** This offer shall expire on \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ .m. (5:00 p.m. if left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

**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 City of Junction City	DATE	BUYER Junghans Agency, Inc	DATE
SELLER	DATE	BUYER	DATE
Coldwell Banker Patriot Realty	(Please Print)	Complete Real Estate Solutions	(Please Print)
Name of Listing Brokerage	(Please Print)	Name of Selling Brokerage	(Please Print)
Lance Custer	(Please Print)	Clint Junghans	(Please Print)
Name of Licensee Assisting Seller	(Please Print)	Name of Licensee Assisting Buyer	(Please Print)
(785)226-0438 /	Fax #	(785)238-6622 /	Fax #
Listing Licensee Phone #	Fax #	Selling Licensee Phone #	Fax #
lance.custer@gmail.com	Listing Licensee Email Address	clint@cres-ks.com	Selling Licensee Email Address
00052930	Listing Agent License #	00227889	Selling Agent License #
00052930	Supervising Broker License #	00227889	Supervising Broker License #

2/19/24

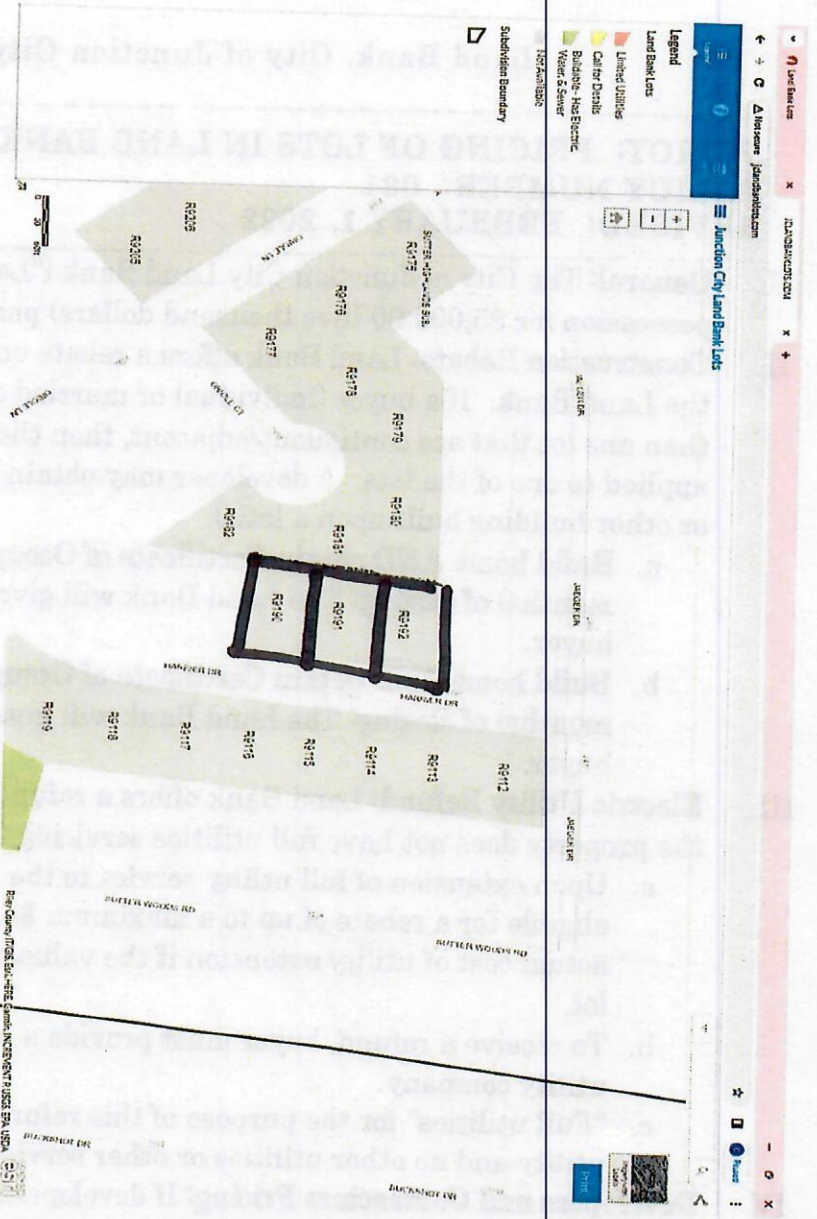
The Effective Date shall be the date of final acceptance by the last party to sign this agreement.

**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.

- Licensee Assisting Seller
- Licensee Assisting Buyer

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CV





SELLER'S ESTIMATED PROCEEDS WORKSHEET

1 SELLER: Junction City Land Bank

2 PROPERTY: 9190, 9191, 9192 Harrier Dr

3 ESTIMATED CLOSING DATE: April 10, 2024

4 PRICE: .....

5 .....

6 .....

7 **LESS ITEMS TO BE PAID BY SELLER:**

8 1st Mortgage /Deed of Trust ..... \$

9 2nd Mortgage /Deed of Trust ..... \$

10 Other Encumbrance ..... \$

11 1st Mtg. Interest Proration: From \_\_\_\_\_ to \_\_\_\_\_ \$

12 2nd Mtg. Interest Proration: From \_\_\_\_\_ to \_\_\_\_\_ \$

13 Tax Proration: From \_\_\_\_\_ to \_\_\_\_\_ \$

14 Mortgage Prepayment Penalty ..... \$

15 Title Insurance Policy ..... \$

16 Closing and Escrow Fee ..... \$

17 Unpaid Assessments (if not assumed by buyer) ..... \$

18 Listing Commission ..... \$

19 Selling Commission ..... \$ 1,500.00

20 Broker's Administrative Commission ..... \$ 1,500.00

21 Marketing Fee ..... \$

22 Homes Association Dues ..... \$

23 Buyer's Closing Costs Paid by SELLER ..... \$

24 Costs not payable by Buyer\* ..... \$

25 FHA/VA or Lender Discount Points ..... \$

26 Release of Lien Fees ..... \$

27 Home Warranty Fee ..... \$

28 Other ..... \$

29 **Total to be paid at Closing** ..... \$ 3,000.00

30 **APPROXIMATE NET PROCEEDS** ..... \$ 12,000.00

31 **POTENTIAL ADDITIONAL EXPENSES**

32 Inspection Related Repairs ..... \$

33 Wood Infestation Treatment ..... \$

34 Other ..... \$

35 .....

36 .....

37 The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received

38 by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge

39 interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his

40 lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.

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

42 SELLER: \_\_\_\_\_

43 \_\_\_\_\_

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

45 \_\_\_\_\_

46 By: Lance Custer Date 03/04/2024

47 Licensee \_\_\_\_\_ Date

48 \_\_\_\_\_ Date

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

Approved by Legal Counsel of the Flint Hills Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate 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

Serial#: 003242-900170-9589806

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



RESOLUTION NO. 04-2024

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 JUNGHANS AGENCY, INC.

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 Junghans Agency, Inc. 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 Twenty-three (23), Block Five (5), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas; Lot Twenty-four (24), Block Five (5), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas; Lot Twenty-five (25), Block Five (5), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas to Junghans Agency, Inc.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS 19TH DAY OF MARCH, 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 March, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Junghans Agency, Inc. as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00), 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 Twenty-three (23), Block Five (5), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Twenty-four (24), Block Five (5), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Twenty-five (25), Block Five (5), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to 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 Twenty-three (23), Block Five (5), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Twenty-four (24), Block Five (5), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Twenty-five (25), Block Five (5), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

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

/s/ Tammy Melton

Land Bank Secretary

March 19., 2024

# City of Junction City

## Land Bank

### Agenda Memo

03-19-2024

**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:** C & C Homes, LLC is offering to purchase Lots 13 & 14, Block 6; Lots 1, 8 & 9, Block 4; & Lot 1, Block 7 Sutter Highlands Subdivision in the amount of \$15,000.00.

**Options:**

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

**Staff Recommendation:** This is a standard offer of \$2,500 per lot for contractors/developers who purchase more than 5 lots.

**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.

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 \_\_\_\_\_.

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.**

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.

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.

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.**

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).

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.

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.

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

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 BUYERS'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not  
236 being represented.

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

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

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

247 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other

248 fees, shall be paid out of escrow at Closing by  SELLER and, or,  BUYER unless otherwise described in the

249 terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER**

250 **understand and agree that Brokers may be compensated by more than one party in the transaction.**

251 **24. ADDITIONAL TERMS AND CONDITIONS.** \_\_\_\_\_

252 \_\_\_\_\_

253 \_\_\_\_\_

254 \_\_\_\_\_

255 \_\_\_\_\_

256 **25. EXPIRATION.** This offer shall expire on \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ .m. (5:00 p.m. if

257 left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

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

259 **CONTRACT.**

260 All parties agree that this transaction can be conducted by electronic means according to the Uniform

261 Electronic Transaction Act as adopted in Kansas.

<p>262 _____</p> <p>263 <b>SELLER JUNCTION CITY LAND BANK</b> _____ <b>DATE</b></p> <p>264 _____</p> <p>265 <b>SELLER</b> _____ <b>DATE</b></p> <p>266 _____</p> <p>267 <b>Coldwell Banker Patriot Realty</b> _____</p> <p>268 Name of Listing Brokerage (Please Print)</p> <p>269 _____</p> <p>270 <b>Lance Custer</b> _____</p> <p>271 Name of Licensee Assisting Seller (Please Print)</p> <p>272 _____</p> <p>273 <b>(785)226-0438</b> / _____</p> <p>274 Listing Licensee Phone # Fax #</p> <p>275 _____</p> <p>276 <b>lance.custer@coldwellbanker.com</b> _____</p> <p>277 Listing Licensee Email Address</p> <p>278 <b>BR0052930</b> _____</p> <p>279 Listing Agent License #</p> <p>280 <b>BR005293</b> _____</p> <p>281 Supervising Broker License #</p>	<p>262 _____</p> <p>263 <b>BUYER C &amp; C HOMES, LLC</b> _____ <b>DATE</b></p> <p>264 _____</p> <p>265 <b>BUYER</b> _____ <b>DATE</b></p> <p>266 _____</p> <p>267 <b>Homefront Real Estate Group</b> _____</p> <p>268 Name of Selling Brokerage (Please Print)</p> <p>269 _____</p> <p>270 <b>Kyrsten Ross</b> _____</p> <p>271 Name of Licensee Assisting Buyer (Please Print)</p> <p>272 _____</p> <p>273 <b>(785)307-3977</b> / _____</p> <p>274 Selling Licensee Phone # Fax #</p> <p>275 _____</p> <p>276 <b>KRoss@RossHouses.com</b> _____</p> <p>277 Selling Licensee Email Address</p> <p>278 <b>BR00234802</b> _____</p> <p>279 Selling Agent License #</p> <p>280 <b>BR00222316</b> _____</p> <p>281 Supervising Broker License #</p>
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282 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

DocuSigned by:  
**Kyrsten Ross**   
5075813F44594F...

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.





SELLER'S ESTIMATED PROCEEDS WORKSHEET

1 SELLER: Junction City Land Bank
2 PROPERTY: 6 lots in Sutter Woods and Sutter Highlands
3 ESTIMATED CLOSING DATE: May 15, 2024
4 PRICE: \$ 15,000.00
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 \$ 3,000.00
18 Selling Commission \$ 3,000.00
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 \$
29 Total to be paid at Closing \$ 6,000.00
30 APPROXIMATE NET PROCEEDS \$ 9,000.00

31 POTENTIAL ADDITIONAL EXPENSES
32 Inspection Related Repairs \$
33 Wood Infestation Treatment \$
34 Other \$

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

41 THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.
42 SELLER: \_\_\_\_\_ Date
44 SELLER: \_\_\_\_\_ Date
45 By: Lance Custer 03/13/2024 Date
46 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



# ADDENDUM # 1

Addendum to contract dated March 13th, 2024 between: JUNCTION CITY LAND BANK (Sellers) and C & C HOMES, LLC (Buyers) on property located at SEE ADDENDUM # 1: 6 LOTS, JUNCTION CITY, KS 66441

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

**R9205 & R9206  
SUTTER HIGHLANDS, BLOCK 6, LOT 13 & 14**

**R9112 & R9119 & R9120  
SUTTER HIGHLANDS, BLOCK 4, LOT 1, 8, AND 9**

**R9209  
SUTTER HIGHLANDS, BLOCK 7, LOT 1**

**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.**

**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:	
SELLER	JUNCTION CITY LAND BANK		3/13/2024
DATE		BUYER	DATE
SELLER			3/13/2024
DATE		BUYER	DATE



Land Bank, City of Junction City, Kansas

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

**POLICY NUMBER: 001**

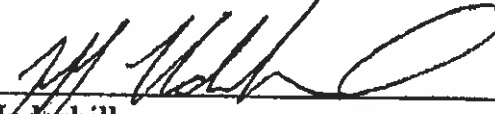
**REVISED: FEBRUARY 1, 2022**

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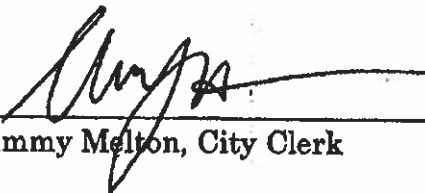
- I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for \$5,000.00 (five thousand dollars) per lot.
- II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more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

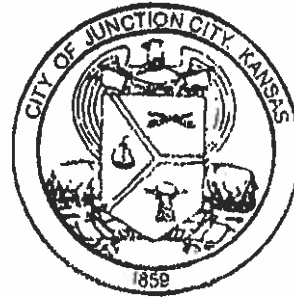
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

**CITY OF JUNCTION CITY, KANSAS**

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

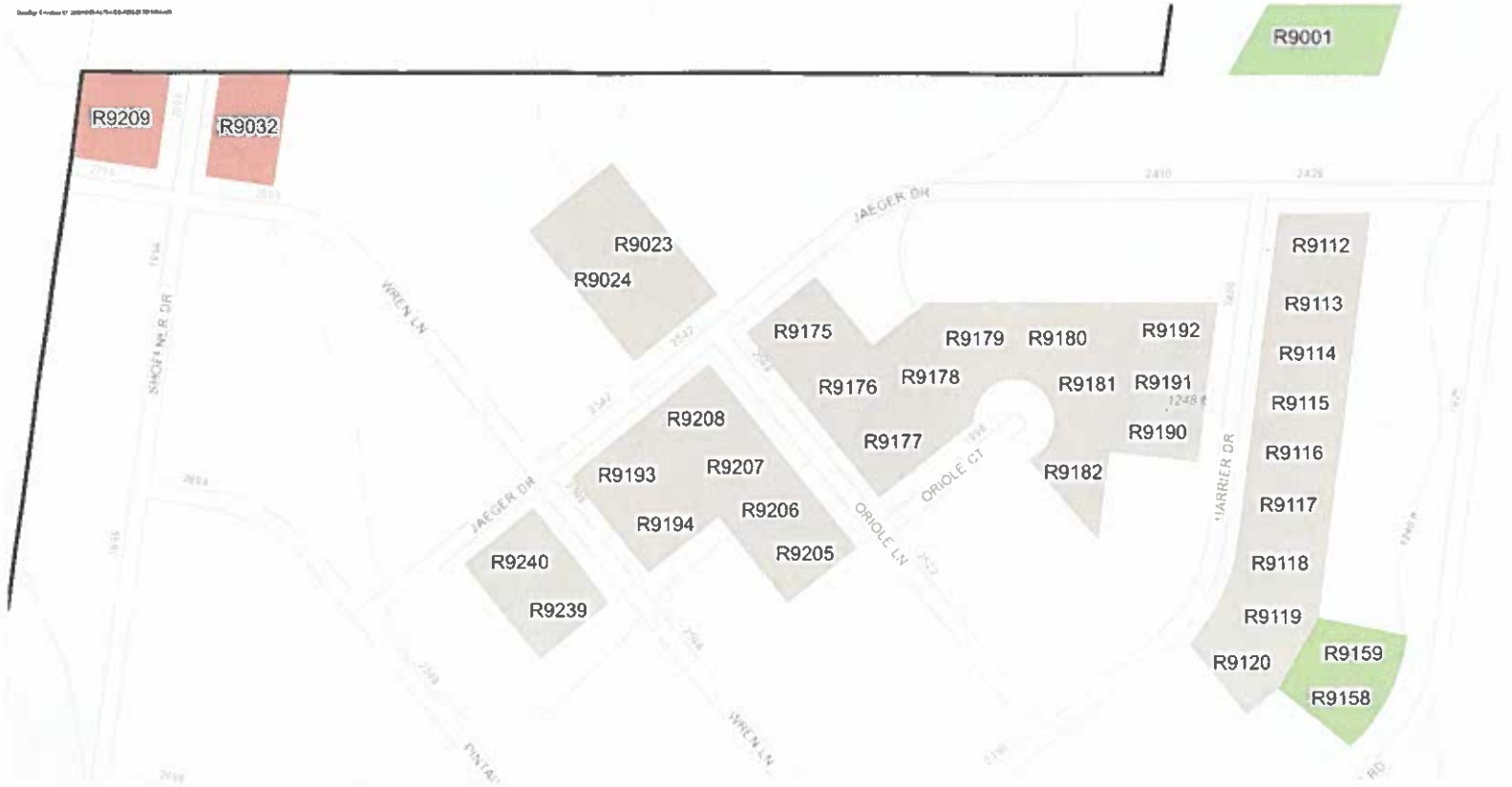
ATTEST:

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



DocuSigned by:  
  
\_\_\_\_\_  
F8C022A20876446  
Buyer  
3/13/2024  
Date

DocuSigned by:  
  
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B0F8458E08A47D  
Buyer  
3/13/2024  
Date





RESOLUTION NO. 05-2024

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 Thirteen (13), Block Six (6), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas; Lot Fourteen (14), Block Six (6), Sutter Highlands Subdivision, a replat of Falcon Meadows Addition No. 1 and a final plat of an adjacent tract to the City of Junction City, Geary County, Kansas; Lot One (1), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas; Lot Eight (8), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas; Lot Nine (9), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas; Lot One (1), Block Seven (7), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas to C & C Homes, LLC.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS 19TH DAY OF MARCH, 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 March, 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 Fifteen Thousand and no/100 Dollars (\$15,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Thirteen (13), Block Six (6), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Fourteen (14), Block Six (6), Sutter Highlands Subdivision, a replat of Falcon Meadows Addition No. 1 and a final plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot One (1), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Eight (8), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Nine (9), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot One (1), Block Seven (7), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to 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 Thirteen (13), Block Six (6), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Fourteen (14), Block Six (6), Sutter Highlands Subdivision, a replat of Falcon Meadows Addition No. 1 and a final plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot One (1), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Eight (8), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Nine (9), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot One (1), Block Seven (7), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1 and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

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

/s/ Tammy Melton  
Land Bank Secretary  
March 19., 2024

# City of Junction City

## Land Bank

### Agenda Memo

03-19-2024

**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:** G & G Builders, LLC is offering to purchase Lots 12-18, Block 3 Sutter Woods Subdivision in the amount of \$17,500.00.

**Options:**

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

**Staff Recommendation:** This is a standard offer of \$2,500 per lot for contractors/developers who purchase more than 5 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: G&G Builders LLC

BUYER TAKING TITLE AS:  JTWROS OR  Tenants in Common

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

R9643,R9644,R9645,R9646,R9647,R9648,R9649 Sawmill RD 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)

Lots 12,13,14,15,16,17,18 BLOCK 3, SUTTER WOODS SUB DIV to the City of Junction City, Geary CO, KS

(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 \$ 17,500.00  
which BUYER agrees to pay as follows:

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

Personal check OR  Other \_\_\_\_\_  
in the amount of \$ 500.00

Deposited with:

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

b. Total amount financed by BUYER \$ \_\_\_\_\_

c. Balance of purchase price to be paid on or before closing \$ 17,000.00

3. CLOSING AND POSSESSION: By 04/30/2024 ("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:  
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 BUYERS'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  BUYERS'S Agent  
240  Designated BUYERS'S Agent (**Supervising Broker acts as a Transaction Broker**)

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

246  
247 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other  
248 fees, shall be paid out of escrow at Closing by  SELLER and, or,  BUYER unless otherwise described in the  
249 terms of the respective agency agreements or other SELLER/BUYER agreements. SELLER and BUYER  
250 understand and agree that Brokers may be compensated by more than one party in the transaction.

251  
252 **24. ADDITIONAL TERMS AND CONDITIONS.** \_\_\_\_\_  
253 \_\_\_\_\_  
254 \_\_\_\_\_

255  
256 **25. EXPIRATION.** This offer shall expire on \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ .m. (5:00 p.m. if  
257 left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

258  
259 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS**  
260 **CONTRACT.**

261  
262 All parties agree that this transaction can be conducted by electronic means according to the Uniform  
263 Electronic Transaction Act as adopted in Kansas.

<p>264 265 266 <b>SELLER</b> Junction City Land Bank <b>DATE</b></p> <p>267 268 269 <b>SELLER</b> <b>DATE</b></p> <p>270 271 <b>Coldwell Banker Patriot Realty</b></p> <p>272 Name of Listing Brokerage (Please Print)</p> <p>273 274 <b>Lance Custer</b></p> <p>275 Name of Licensee Assisting Seller (Please Print)</p> <p>276 277 <b>(785)226-0438</b> /</p> <p>278 Listing Licensee Phone # Fax #</p> <p>279 280 <b>lance.custer@coldwellbanker.com</b></p> <p>281 Listing Licensee Email Address</p> <p>282 <b>BR00052930</b></p> <p>283 Listing Agent License #</p> <p>284 <b>BR00052930</b></p> <p>285 Supervising Broker License #</p>	<p>264 265 266 <b>BUYER</b> G&amp;G Builders LLC <b>DATE</b></p> <p>267 268 269 <b>BUYER</b> <b>DATE</b></p> <p>270 271 <b>Prestige Realty &amp; Associates</b></p> <p>272 Name of Selling Brokerage (Please Print)</p> <p>273 274 <b>Kelly Niemczyk</b></p> <p>275 Name of Licensee Assisting Buyer (Please Print)</p> <p>276 277 <b>(785)375-8300</b> /</p> <p>278 Selling Licensee Phone # Fax #</p> <p>279 280 <b>kelly@prestigeevolution.com</b></p> <p>281 Selling Licensee Email Address</p> <p>282 <b>BR00223447</b></p> <p>283 Selling Agent License #</p> <p>284 <b>BR00232061</b></p> <p>285 Supervising Broker License #</p>
--	--

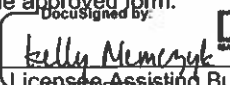

286  
287 The Effective Date shall be the date of final acceptance by the last party to sign this agreement.

**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

DocuSigned by:  
 

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 March 13th, 2023 between:  
Junction City Land Bank (Sellers) and  
G&G Builders LLC (Buyers) on property located  
at R9643, R9644, R9645, R9646, R9647, R9648, R9649 Sawmill RD , Junction City, KS 66441

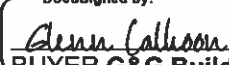
The reference number of the lot to be purchased is R9643, R9644, R9645, R9646, R9647, R9648, R9649.

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 of the lot for buyer's intended purpose; Buyer's further acknowledge that there is currently no electrical power servicing the area. Buyer's are responsible for verifying whether gas lines currently exist. Any necessary future improvements to the lots for utilities shall be buyer's responsibility.

Seller warrants that there are no special assessments for the land improvements 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 and in use, the storm water fees become assessed on the water bill. In the absence of a water bill, storm water fees are currently assessed at approximately \$40 per lot per year and appear as special assessment on the yearly tax bill.

Seller will not mow or clear lot of debris before or after closing.

		DocuSigned by:	
			3/13/2024
SELLER <u>Junction City Land Bank</u>	DATE	BUYER <u>G&amp;G Builders LLC</u>	DATE
SELLER	DATE	BUYER	DATE

Land Bank, City of Junction City, Kansas

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

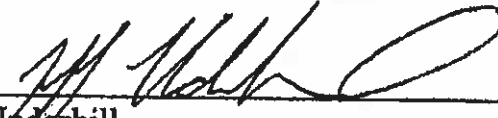
**POLICY NUMBER: 001**

**REVISED: FEBRUARY 1, 2022**

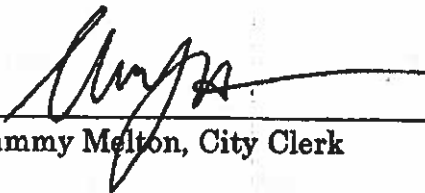
- I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for \$5,000.00 (five thousand dollars) per lot.
- II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more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

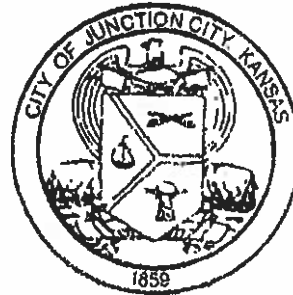
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.


**CITY OF JUNCTION CITY, KANSAS**

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

ATTEST:

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



DocuSigned by:  
  
\_\_\_\_\_  
Buyer CS2170F9242D Date 3/13/2024

\_\_\_\_\_  
Buyer Date

## SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER: <u>Junction City Land Bank</u>		
2	PROPERTY: <u>7 lots on Sawmill Rd</u>		
3	ESTIMATED CLOSING DATE: <u>April 30, 2024</u>		
4	PRICE: .....	\$ <u>17,500.00</u>	
5			
6	<b>LESS ITEMS TO BE PAID BY SELLER:</b>		
7	1st Mortgage /Deed of Trust .....	\$ _____	
8	2nd Mortgage /Deed of Trust .....	\$ _____	
9	Other Encumbrance .....	\$ _____	
10	1st Mtg. Interest Proration: From _____ to _____	\$ _____	
11	2nd Mtg. Interest Proration: From _____ to _____	\$ _____	
12	Tax Proration: From _____ to _____	\$ _____	
13	Mortgage Prepayment Penalty .....	\$ _____	
14	Title Insurance Policy .....	\$ _____	
15	Closing and Escrow Fee .....	\$ _____	
16	Unpaid Assessments (if not assumed by buyer) .....	\$ _____	
17	Listing Commission .....	\$ <u>3,500.00</u>	
18	Selling Commission .....	\$ <u>3,500.00</u>	
19	Broker's Administrative Commission .....	\$ _____	
20	Marketing Fee .....	\$ _____	
21	Homes Association Dues .....	\$ _____	
22	Buyer's Closing Costs Paid by SELLER .....	\$ _____	
23	Costs not payable by Buyer* .....	\$ _____	
24	FHA/VA or Lender Discount Points .....	\$ _____	
25	Release of Lien Fees .....	\$ _____	
26	Home Warranty Fee .....	\$ _____	
27	Other .....	\$ _____	
28			
29	<b>Total to be paid at Closing</b> .....	\$ <u>7,000.00</u>	
30	<b>APPROXIMATE NET PROCEEDS</b> .....	\$ <u>10,500.00</u>	
31	<b>POTENTIAL ADDITIONAL EXPENSES</b>		
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 **THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.**

41 SELLER: \_\_\_\_\_ Date \_\_\_\_\_

42 SELLER: \_\_\_\_\_ Date \_\_\_\_\_

43 By: Lance Custer 03/13/2024 Date \_\_\_\_\_

44 Licensee \_\_\_\_\_ Date \_\_\_\_\_

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

46 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  
 47 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  
 48 practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2008. Last revised 10/07. All  
 previous versions of this document may no longer be valid.

Seller's Estimated Proceeds Worksheet 2008



RESOLUTION NO. 06-2024

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 G & G BUILDERS, 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 G & G Builders, 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 Twelve (12), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Thirteen (13), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Fourteen (14), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Fifteen (15), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Sixteen (16), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Seventeen (17), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Eighteen (18), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas to G & G Builders, LLC.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS 19TH DAY OF MARCH, 2024.

---

Pat Landes  
Chairman

ATTEST:

---

Tammy Melton, Secretary

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_ day of March, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and G & G Builders, LLC. as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Fifteen Thousand and no/100 Dollars (\$17,500.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Twelve (12), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Thirteen (13), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Fourteen (14), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Fifteen (15), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

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Lot Eighteen (18), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: \_\_\_\_\_  
Pat Landes  
Chairman, Land Bank Board of Trustees

ATTEST:

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

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF GEARY         )

On this \_\_\_\_ day of \_\_\_\_\_, 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 Twelve (12), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Thirteen (13), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Fourteen (14), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Fifteen (15), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Sixteen (16), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Seventeen (17), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Eighteen (18), Block Three (3), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

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

/s/ Tammy Melton

Land Bank Secretary

March 19., 2024