

April 2, 2024

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

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

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

2. NEW BUSINESS:

- a. Consideration of Land Bank Minutes for the March 19th, 2024 Meeting. (p.2)
- b. Discussion on Community Mail Receptacles. (p.4)
- c. Consideration of the offer from C & C Homes, LLC. to purchase Lots 42-47, Block 1; Lots 1-7, Tract A, 11, 15, & 16 Block 2 of Olivia Farms 2nd Plat in the amount of \$17,000.00. (p.6)
- d. Consideration of the offer from Italian Development Group, Inc. & Brendan Doyle to purchase Lots 1, 3-5, 7-12, Block 1 of Mann's Ranch Addition #1 in the amount of \$25,000.00. (p.22)

3. ADJOURNMENT:

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

March 19, 2024

6:40 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, February 19th, 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 February 6th, 2024 Meeting was presented for consideration. Trustee Underhill moved to approve Land Bank Minutes for February 6th, 2024 Meeting, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

Discussion on electrification concern of Sutter Woods and Sutter Highlands Subdivision was presented. City Attorney and City Manager Dinkel gave details and answered questions. Trustee Underhill moved to approve the electrification of all the lots in the Sutter Highlands Subdivision as listed on the September 15th, 2023 Land Bank Agenda packet, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

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 and reserving Lots 4, 10-16, Block 10 of the Sutter Woods Subdivision and Lots 2-7, Block 4 of the Sutter Highlands Subdivision for 1 year was presented. City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve the offer from Junghans Agency, Inc. to purchase Lots 23-25, Block 5 of the Sutter Highlands Subdivision in the amount not to exceed \$15,000.00 and reserving Lots 4, 10-16, Block 10 of the Sutter Woods Subdivision and Lots 2-7, Block 4 of the Sutter Highlands Subdivision for 1 year, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

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 was presented. City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve 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 not to exceed \$15,000.00, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

March 19, 2024

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 was presented for consideration. City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve the offer from G & G Builders, LLC. to purchase Lots 12-18, Block 3 of the Sutter Woods Subdivision in the amount not to exceed \$17,500.00, 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 6:53 p.m. Ayes: Landes, Larson, Underhill, Gordon, and Pinaire. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 2ND DAY OF APRIL AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR MARCH 19TH, 2024.

Tammy Melton, Secretary

Pat Landes, Chairman

City of Junction City

Land Bank

Agenda Memo

02-06-2024

From: Allen Dinkel, City Manager
To: Land Bank Board
Subject: Community Mail Receptacles

Objective: Discuss Postal Regulations which require "Community Mail Boxes" in Residential subdivisions.

Explanation of Issue: When the subdivisions which are now in the City Land Bank were being constructed the developers were responsible for the installation of mail boxes since postal regulations require this instead of door to door. Of course, that did not occur, so Land Bank Funds were used to purchase and install these. With the construction of more houses, more are needed.

Staff Recommendation: Even though one could argue that this should be done by the builders, with a number of different companies constructing houses it defaulted to the Land Bank and is the probably the best way to move forward.

City of Junction City

Land Bank

Agenda Memo

04-02-2024

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: C & C Homes, LLC is offering to purchase Lots 42-47, Block 1; Lots 1-2, Tract A, 3-7, 11, 15, & 16 Block 2; Olivia Farms 2nd Plat in the amount of \$17,000.00.

Options:

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

Staff Recommendation: This is an offer of \$1,000 per lot. These lots do not have electric power. Another issue is that there is a sanitary sewer lift station in the Northwest corner that was put in place but does not have power. We do not know if it was ever tested and since it has been there for a number of years, there also is a concern of it working.

The land bank will need to decide about 3 items with this sale: power to the area, power to lift station, how/when lift station will be powered/functioning or how to insure the buyer takes care of these responsibilities.

My suggestion is to spell out who will be responsible for what expenses, when the power will be run and when/how the lift station will be handled.

If this is a City function I would suggest increasing the price of these lots to cover this expense.

Attachments:

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

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

70
71 **7. APPRAISED VALUE CONTINGENCY:** If the final appraised value of the Property, as determined by BUYER'S
72 appraiser, is not equal to or greater than the purchase price, BUYER may cancel this Contract by written notice to
73 SELLER, which notice shall be accompanied by a copy of the appraisal. If within five (5) days after receipt of
74 BUYER'S notice of intent to cancel SELLER does not agree in writing to reduce the purchase price to an amount
75 equal to the final appraised value of the Property, as determined by BUYER'S appraiser; or BUYER and SELLER fail
76 to agree in writing on an acceptable sale price, this Contract shall be canceled and BUYER'S earnest money and any
77 additional deposits shall be returned to BUYER subject to the provisions of Paragraph 9 of this Contract.

78
79 **8. MAINTENANCE:** Until possession or closing, whichever occurs earlier, SELLER shall: maintain the Property in its
80 present condition, remove all possessions, trash, debris and perform ordinary and necessary maintenance to the
81 property.

82
83 **9. EARNEST MONIES AND ADDITIONAL DEPOSITS:** Any Earnest Money or Additional Deposits shall be
84 deposited within five (5) business days of the Effective Date, in an escrow account maintained by Listing Broker or
85 Escrow Agent. BUYER and SELLER agree that the Listing Broker or Escrow Agent may retain any interest earned on
86 escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant
87 to a right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to BUYER, and
88 neither party shall have any further rights or obligations under this Contract, except as otherwise stated. **Provided,**
89 **notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and**
90 **Additional Deposits, the parties understand that neither the Listing Broker nor the Escrow Agent can**
91 **distribute the Earnest Money and Additional Deposits without the written consent of all parties.** If BUYER and
92 SELLER can't agree upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing
93 Broker or Escrow Agent may commence an inter-pleader action. BUYER and SELLER agree that Listing Broker or
94 Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader proceeding
95 including, without limitation, reasonable attorneys' fees and expenses. In the absence of a dispute or written consent
96 to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within
97 7 days of receipt or failure to make written demand for return or forfeiture of the Earnest Money and Additional
98 Deposits within thirty (30) days of notice of cancellation of this Contract shall constitute consent to distribution of the
99 Earnest Money and Additional Deposits as suggested in such certified letter.

100
101 **10. SURVEY:** BUYER may, at BUYER'S expense, obtain a legal survey of the property from an engineer/surveyor
102 licensed in the State of Kansas before the closing date to assure that there are no defects, encroachments, overlaps,
103 boundary line or acreage disputes, or other matters, that would be disclosed by a survey. Prior to the closing date,
104 BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the property or any
105 building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. If SELLER
106 does not remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title
107 SELLER is able to convey without adjustment in the purchase price, or (b) canceling this Contract.

108
109 **11. EVIDENCE OF TITLE:** Prior to the Closing Date, SELLER, at SELLER'S expense, agrees to deliver to BUYER a
110 title insurance commitment from a company authorized to insure titles in Kansas. The title commitment shall commit to
111 insure a marketable fee simple title to BUYER. However, title to the Property shall be subject to the conditions in this
112 Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements,
113 special assessments, and community contracts of record as of the effective date of the title commitment (the "Permitted
114 Exceptions"). If BUYER notifies SELLER in writing of any objections to title, SELLER shall then make a good faith effort
115 to remedy the defects in title. If SELLER does not remedy the title defects before the closing date, BUYER may elect to
116 waive the objections, extend the closing date a reasonable time for SELLER to remedy the defects or cancel this
117 contract.

118
119 **12. TAX PRORATION, REASSESSMENT AND CLASSIFICATION:** The parties agree that all of the
120 following which become due and accrue during the calendar year in which SELLER'S warranty deed is
121 delivered shall be prorated between the parties as of the Closing Date and, for all years thereafter, all of
122 the following, to the extent permitted by applicable law, shall be assumed and paid by BUYER, interest on

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.**

252 **24. ADDITIONAL TERMS AND CONDITIONS.** _____

253 _____

254 _____

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.

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

260 **CONTRACT.**

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>266 _____ DATE</p> <p>267 SELLER JUNCTION CITY LAND BANK</p> <p>268 _____ DATE</p> <p>269 SELLER</p> <p>270 _____ DATE</p> <p>271 Coldwell Banker Patriot Realty</p> <p>272 Name of Listing Brokerage (Please Print)</p> <p>273 _____</p> <p>274 Lance Custer</p> <p>275 Name of Licensee Assisting Seller (Please Print)</p> <p>276 _____</p> <p>277 (785)226-0438 / _____</p> <p>278 Listing Licensee Phone # Fax #</p> <p>279 _____</p> <p>280 lance.custer@coldwellbanker.com</p> <p>281 Listing Licensee Email Address</p> <p>282 BR0052930</p> <p>283 Listing Agent License #</p> <p>284 BR0052930</p> <p>285 Supervising Broker License #</p> <p>286 _____</p> <p>287 _____</p>	<p style="text-align: right;">3/22/2024</p> <p>DocuSigned by: _____</p> <p>BUYER C & C HOMES, LLC DATE</p> <p>DocuSigned by: _____</p> <p style="text-align: right;">3/22/2024</p> <p>BUYER DATE</p> <p>Homefront Real Estate Group</p> <p>Name of Selling Brokerage (Please Print)</p> <p>Kyrsten Ross</p> <p>Name of Licensee Assisting Buyer (Please Print)</p> <p>(785)307-3977 / _____</p> <p>Selling Licensee Phone # Fax #</p> <p>KRoss@RossHouses.com</p> <p>Selling Licensee Email Address</p> <p>BR00234802</p> <p>Selling Agent License #</p> <p>BR00222316</p> <p>Supervising Broker License #</p>
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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

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 22nd, 2024 between:
JUNCTION CITY LAND BANK (Sellers) and
C & C HOMES, LLC (Buyers) on property located
at SEE ADDENDUM # 1: 17 LOTS, JUNCTION CITY, KS 66441

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

**R1492 & R1493 & R1494 & R1495 & R1496 & R1497 (6 LOTS)
OLIVIA FARMS 2ND REPLAT, BLOCK 1, LOTS 42-47**

**R1498 & R1499 & R1500 & R1501 & R1502 & R1503 & R1504 & R1505 (8 LOTS)
OLIVIA FARMS 2ND PLT, BLOCK 2, LOTS 1-2, TRACT A, 3-7**

**R1509 & R1513 & R1514 (3 LOTS)
OLIVIA FARMS 2ND PLT, BLOCK 2, LOTS 11, 15, AND 16.**

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:	3/22/2024
<u>SELLER JUNCTION CITY LAND BANK</u>	<u>DATE</u>	 <u>BUYER C & C HOMES, LLC</u>	<u>DATE</u>
<u>SELLER</u>	<u>DATE</u>	 <u>BUYER</u>	<u>DATE</u>
			3/22/2024

SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER: <u>Junction City Land Bank</u>		
2	PROPERTY: <u>17 lots in Olivia Farms</u>		
3	ESTIMATED CLOSING DATE: <u>June 3, 2024</u>		
4	PRICE:	\$	<u>17,000.00</u>
5			
6	LESS ITEMS TO BE PAID BY SELLER:		
7	1st Mortgage /Deed of Trust	\$	_____
8	2nd Mortgage /Deed of Trust	\$	_____
9	Other Encumbrance	\$	_____
10	1st Mtg. Interest Proration: From _____ to _____	\$	_____
11	2nd Mtg. Interest Proration: From _____ to _____	\$	_____
12	Tax Proration: From _____ to _____	\$	_____
13	Mortgage Prepayment Penalty	\$	_____
14	Title Insurance Policy	\$	_____
15	Closing and Escrow Fee	\$	_____
16	Unpaid Assessments (if not assumed by buyer)	\$	_____
17	Listing Commission	\$	<u>8,500.00</u>
18	Selling Commission	\$	<u>8,500.00</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	FHAVA or Lender Discount Points	\$	_____
25	Release of Lien Fees	\$	_____
26	Home Warranty Fee	\$	_____
27	Other	\$	_____
28			
29	Total to be paid at Closing	\$	<u>17,000.00</u>
30	APPROXIMATE NET PROCEEDS	\$	<u>0.00</u>
31	POTENTIAL ADDITIONAL EXPENSES		
32	Inspection Related Repairs	\$	_____
33	Wood Infestation Treatment	\$	_____
34	Other	\$	_____
35			
36	The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.		
37			
38			
39			
40			
41	THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.		
42	SELLER: _____		Date
43			
44	SELLER: _____		Date
45			
46	By: <u>Lance Custer</u>	<u>03/24/2024</u>	Date
47	<u>Licensee</u>		Date
48			

*Some lending programs do not allow Buyer to pay tax service fees, underwriting fees, etc.
 Approved by Legal Counsel of the Flint Hills Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2008. Last revised 10/07. All previous versions of this document may no longer be valid.

Seller's Estimated Proceeds Worksheet 2008

Land Bank, City of Junction City, Kansas

POLICY: PRICING OF LOTS IN LAND BANK

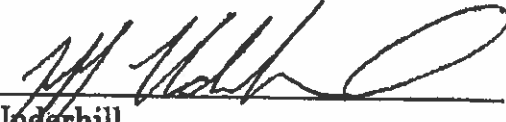
POLICY NUMBER: 001

REVISED: FEBRUARY 1, 2022

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

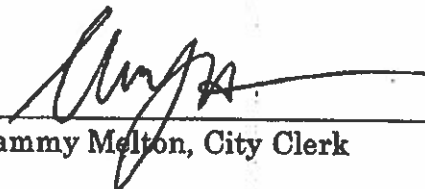
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

CITY OF JUNCTION CITY, KANSAS

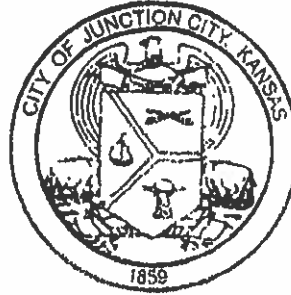


Jeff Underhill
Chairman of the Land Bank

ATTEST:



Tammy Melton, City Clerk



DocuSigned by:


Buyer 0022A20876446 Date 3/22/2024

DocuSigned by:


Buyer 99459E06A47D Date 3/22/2024

RESOLUTION NO. 07-2024

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 42, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 43, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 44, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 45, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 46, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 47, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 1 Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 2, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 3, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 4, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 5, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 6, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 7, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Tract A, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas; Lot 11, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; Lot 15, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas; & Lot 16, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas to C & C Homes, LLC.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS
2ND DAY OF APRIL 2024.

Pat Landes
Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of April, 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 Seventeen Thousand and no/100 Dollars (\$17,00.00), 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 42, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 43, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 44, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 45, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 46, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 47, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 1 Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 2, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 3, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 4, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 5, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 6, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Lot 7, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
- Tract A, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas

Lot 11, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
 Lot 15, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas
 Lot 16, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
 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 42, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 43, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 44, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 45, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 46, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 47, Block 1, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

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

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

Lot 3, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 4, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 5, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 6, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Lot 7, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms Subdivision to the City of Junction City, Kansas

Tract A, Block 2, Olivia Farms 2nd Plat, a replat of a portion of Olivia Farms to the City of Junction City, Kansas

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

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

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

/s/ Tammy Melton

Land Bank Secretary

April 2, 2024

City of Junction City

Land Bank

Agenda Memo

04-02-2024

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: Italian Development Group, Inc. is offering to purchase Lots 1, 3, 4, 5, 7-12, Block 1 Mann's Ranch Addition #1 in the amount of \$25,000.00.

Options:

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

Staff Recommendation: This offer of \$2,500 for each of 20 lots to a contractor/Develop is in line with Land Bank Policy. I recommend approval.

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: Italian Development Group, Inc, Brendan Doyle

BUYER TAKING TITLE AS: JTWROS OR Tenants in Common

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

See on Addendum 1 Junction City KS 66441 Geary
Street Address (if available) City State Zip County

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

See Addendum 1

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

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

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

2. PURCHASE PRICE: The purchase price for the property is \$ 25,000.00

which BUYER agrees to pay as follows:

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

Personal check OR Other Buyer's Choice
in the amount of \$ 500.00

Deposited with:

Listing Broker
 Heartland Title Escrow/Closing Agent

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

b. Total amount financed by BUYER \$ _____

c. Balance of purchase price to be paid on or before closing \$ 24,500.00

3. CLOSING AND POSSESSION: By May 2, 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: Addendum #1

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

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.

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

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

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

211 Subject to any inspections permitted by the terms hereof, and cancellation of this agreement as allowed herein,
212 BUYER agrees to purchase the property in its present condition only, without representations, warranties or guaranties
213 of any kind by SELLER or any real estate licensee concerning the condition or value of the property. BUYER
214 understands it has been suggested that inspections be performed, that it is important for BUYER to independently
215 investigate conditions at the property and that neither the SELLER nor real estate licensees involved, are experts at
216 detecting or advising on conditions existing at the property. Any express warranty or representation by SELLER or the
217 real estate licensees is specifically set out herein:
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221 **22. AGENCY DISCLOSURE.** SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THE REAL ESTATE
222 BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THAT THE BROKERAGE
223 RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION
224 BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE
225 OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

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

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

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

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

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. The buyers agent Casey Maransani is licensed to sell real estate in the state of Kansas and owner of Italian Development Group, Inc.

25. EXPIRATION. This offer shall expire on April 12, 2024, at _____ o'clock ____ .m. (5:00 p.m. if left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

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

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

SELLER JUNCTION CITY LAND BANK	DATE	BUYER Italian Development Group, Inc	DATE
SELLER	DATE	BUYER Brendan Doyle	DATE
Coldwell Banker Patriot Realty Name of Listing Brokerage (Please Print)		Prestige Realty & Associates Name of Selling Brokerage (Please Print)	
Lance Custer Name of Licensee Assisting Seller (Please Print)		Casey Maransani Name of Licensee Assisting Buyer (Please Print)	
(785)226-0438 / Listing Licensee Phone # Fax #		(620)232-0822 / Selling Licensee Phone # Fax #	
lance.custer@coldwellbanker.com Listing Licensee Email Address		casey_maransani@hotmail.com Selling Licensee Email Address	
BR00052930 Listing Agent License #		BR0023517 Selling Agent License #	
BR00052930 Supervising Broker License #		BR00232151 Supervising Broker License #	

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

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

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

(CHECK ONE)

- Licensee Assisting Seller Licensee Assisting Buyer

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ADDENDUM _____ 1 _____

Addendum to contract dated March 20th, 2024 between:
JUNCTION CITY LAND BANK (Sellers) and
Italian Development Group, Inc, Brendan Doyle (Buyers) on property located
at See on Addendum 1, Junction City, KS 66441

The reference numbers for the lot to be purchased are

- 00000 Saddle Dr., R9303
- 00000 Saddle Dr., R9305
- 00000 Saddle Dr., R9306
- 00000 Saddle Dr., R9307
- 00000 Saddle Dr., R9309
- 00000 Saddle Dr., R9310
- 00000 Saddle Dr., R9311
- 00000 Saddle Dr., R9312
- 00000 Saddle Dr., R9313
- 00000 Saddle Dr., R9314

See Legal Descriptions below:

- MANNS RANCH ADD #1 , BLOCK 1 , Lot 1 , SECTION 04 TOWNSHIP 12 RANGE 05
- MANNS RANCH ADD #1 , BLOCK 1 , Lot 3 , SECTION 04 TOWNSHIP 12 RANGE 05
- MANNS RANCH ADD #1 , BLOCK 1 , Lot 4 , SECTION 04 TOWNSHIP 12 RANGE 05
- MANNS RANCH ADD #1 , BLOCK 1 , Lot 5 , SECTION 04 TOWNSHIP 12 RANGE 05
- MANNS RANCH ADD #1 , BLOCK 1 , Lot 7 , SECTION 04 TOWNSHIP 12 RANGE 05
- MANNS RANCH ADD #1 , BLOCK 1 , Lot 8 , SECTION 04 TOWNSHIP 12 RANGE 05
- MANNS RANCH ADD #1 , BLOCK 1 , Lot 9 , SECTION 04 TOWNSHIP 12 RANGE 05
- MANNS RANCH ADD #1 , BLOCK 1 , Lot 10 , SECTION 04 TOWNSHIP 12 RANGE 05
- MANNS RANCH ADD #1 , BLOCK 1 , Lot 11 , SECTION 04 TOWNSHIP 12 RANGE 05
- MANNS RANCH ADD #1 , BLOCK 1 , Lot 12 , SECTION 04 TOWNSHIP 12 RANGE 05

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

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

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

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

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

SELLER JUNCTION CITY LAND BANK	DATE	BUYER Italian Development Group, Inc	DATE
SELLER	DATE	BUYER Brendan Doyle	DATE



AMENDMENT

THIS AMENDMENT FORM IS FOR USE IN CHANGING THE TERMS OF AN EXISTING CONTRACT. IT IS NOT INTENDED FOR USE AS PART OF AN OFFER OR COUNTER OFFER DURING NEGOTIATIONS.

1 **SELLER:** JUNCTION CITY LAND BANK

2 **BUYER:** Italian Development Group, Inc, Brendan Doyle

3 **PROPERTY:** See on Addendum 1, Junction City, KS 66441

4 *This amendment modifies the terms of the above referenced contract. Except for the changes*
5 *noted below, all of the other provisions of the contract shall remain in full effect.*

7 1. **BASE CONTRACT - Paragraph #** 3 **or** _____
8 **ADDENDUM - Paragraph #** _____ **is changed as follows:** The close date has changed to on or
9 before May 8, 2024.

12 2. **BASE CONTRACT - Paragraph #** _____ **or** _____
13 **ADDENDUM - Paragraph #** _____ **is changed as follows:** _____

17 3. **BASE CONTRACT - Paragraph #** _____ **or** _____
18 **ADDENDUM - Paragraph #** _____ **is changed as follows:** _____

22 4. **ADDITIONAL TERMS:** _____

26 5. **ADDITIONAL PAGES.** (Check if Applicable). The _____ additional pages attached to this Amendment
27 contain terms which are an integral part of this Contract.

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

32	SELLER	DATE	BUYER	DATE
33	JUNCTION CITY LAND BANK		Italian Development Group, Inc	3/22/2024
34				
35	SELLER	DATE	BUYER	DATE
			Brendan Doyle	

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Amendment 2011
Page 1 of 1



SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER: <u>Junction City Land Bank</u>	
2	PROPERTY: <u>10 lots in Mann's Ranch #1</u>	
3	ESTIMATED CLOSING DATE: <u>May 8, 2024</u>	
4	PRICE:	\$ <u>25,000.00</u>
5		
6	LESS ITEMS TO BE PAID BY SELLER:	
7	1st Mortgage /Deed of Trust	\$ _____
8	2nd Mortgage /Deed of Trust	\$ _____
9	Other Encumbrance	\$ _____
10	1st Mtg. Interest Proration: From _____ to _____	\$ _____
11	2nd Mtg. Interest Proration: From _____ to _____	\$ _____
12	Tax Proration: From _____ to _____	\$ _____
13	Mortgage Prepayment Penalty	\$ _____
14	Title Insurance Policy	\$ _____
15	Closing and Escrow Fee	\$ _____
16	Unpaid Assessments (if not assumed by buyer)	\$ _____
17	Listing Commission	\$ <u>5,000.00</u>
18	Selling Commission	\$ <u>5,000.00</u>
19	Broker's Administrative Commission	\$ _____
20	Marketing Fee	\$ _____
21	Homes Association Dues	\$ _____
22	Buyer's Closing Costs Paid by SELLER	\$ _____
23	Costs not payable by Buyer*	\$ _____
24	FHA/VA or Lender Discount Points	\$ _____
25	Release of Lien Fees	\$ _____
26	Home Warranty Fee	\$ _____
27	Other	\$ _____
28		
29	Total to be paid at Closing	\$ <u>10,000.00</u>
30	APPROXIMATE NET PROCEEDS	\$ <u>15,000.00</u>
31	POTENTIAL ADDITIONAL EXPENSES	
32	Inspection Related Repairs	\$ _____
33	Wood Infestation Treatment	\$ _____
34	Other	\$ _____
35		
36	The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received	
37	by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge	
38	interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his	
39	lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.	
40		
41	THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.	
42	SELLER: _____	Date
43		
44	SELLER: _____	Date
45		
46	By: <u>Lance Custer</u>	<u>03/22/2024</u> Date
47	Licensee	Date
48		

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

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

Seller's Estimated Proceeds Worksheet 2008

RESOLUTION NO. 08-2024

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 ITALIAN DEVELOPMENT GROUP, INC. & BRENDAN DOYLE.

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 Italian Development Group, Inc. & Brendan Doyle 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 One (1), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas; Lot Three (3), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas; Lot Four (4), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas; Lot Five (5), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas; Lot Seven (7), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas; Lot Eight (8), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas; Lot Nine (9), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas; Lot Ten (10), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas; Lot Eleven (11), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas; & Lot Twelve (12), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas to Italian Development Group, Inc. & Brendan Doyle.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS 2ND DAY OF APRIL 2024.

Pat Landes
Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of April, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Italian Development Group, Inc. & Brendan Doyle as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Twenty Five Thousand and no/100 Dollars (\$25,00.00), 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 One (1), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Three (3), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Four (4), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Five (5), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Seven (7), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Eight (8), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Nine (9), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Ten (10), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Eleven (11), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Twelve (12), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And Grantor, for Grantor's heirs, executors or administrators, do hereby covenant, promise and agree to and with Grantee that, at the delivery of these presents, said interest in said premises is free, clear, discharged and unencumbered of and from all former and

other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatsoever nature and kind, except as set forth above, by, through, or under Grantor, and that Grantor will warrant and forever defend said interest unto Grantee and Grantee's successors and assigns against Grantor, and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor.

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Pat Landes
Chairman, Land Bank Board of Trustees

ATTEST:

Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 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 One (1), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Three (3), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Four (4), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Five (5), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Seven (7), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Eight (8), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Nine (9), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Ten (10), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Eleven (11), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
- Lot Twelve (12), Block One (1), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas

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

/s/ Tammy Melton
Land Bank Secretary
April 2, 2024