

May 7, 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 April 2nd, 2024 meeting. (p.2)
- b. Discuss the cost of electric extension in Oliva Farms for street lighting & to power a lift station. (p.4)
- c. Consideration of the offer from C & C Homes, LLC to purchase Lots 42-47, Block 1; Lots 1-7, 11, 15, & 16, Tract A, Block 2; Olivia Farms 2nd Plat in the amount of \$17,000.00. (p.10)
- d. Consideration of the offer from LL Investments to purchase Lots 6-8, Block 2 & Lots 37-38, Block 3 Deer Creek Addition #2; Lot 22, Block 2 Deer Creek Addition; Lots 40-42, Block 2 Sutter Woods Subdivision; Lot 46, Block 1 Sutter Highlands Subdivision in the amount of \$25,000.00. (p.26)
- e. Consideration of the offer from Bourbon Creek, LLC to purchase Lots 8-12, Block 9 Sutter Woods Subdivision in the amount of \$25,000.00. (p.37)
- f. Consideration of the offer from ADM Construction, LLC to purchase Lots 4-8, Block 1 Deer Creek #3 in the amount of \$10,000.00. (p.50)

3. ADJOURNMENT:

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

April 2, 2024

6:40 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, April 2nd, 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 March 19th, 2024 Meeting was presented for consideration. Trustee Underhill moved to approve Land Bank Minutes for March 19th, 2024 Meeting, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

Discussion on Community Mail Receptacles & Street Lights in Olivia Farms was presented. City Manager Dinkel gave details and answered questions. Trustee Pinaire moved to approve the first 5 mail receptacles to be placed with finding a solution for assessing to builders in the future, seconded by Trustee Underhill. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

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

The offer from Italian Development Group, Inc. & Brendan Doyle to purchase Lots 1, 3, 4, 5, 7-12, Block 1 of Mann's Ranch Addition #1 in the amount of \$25,000.00 was presented. City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve the offer from Italian Development Group, Inc. & Brendan Doyle to purchase Lots 1, 3, 4, 5, 7-12, Block 1 of Mann's Ranch Addition #1 in the amount not to exceed \$25,000.00, 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.

April 2, 2024

APPROVED AND ACCEPTED THIS 7TH DAY OF MAY AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR APRIL 2ND, 2024.

Tammy Melton, Secretary

Pat Landes, Chairman

April 2, 2024

City of Junction City

Land Bank

Agenda Memo

05-07-2024

From: Allen Dinkel, City Manager
To: Land Bank Board
Subject: **Electric Extension in Oliva Farms for Street Lighting
and to Power a Lift Station**

Objective: Discuss cost of installing electric service for street lights and to power an existing lift station that has never been powered or utilized.

Explanation of Issue: Attached is a note from Public Works Director Ibarra and a quote from DS&O.

Staff Recommendation: The street lights needs to be put in place as more homes are built. The Lift station does need to have electricity, but mush will depend on how soon it is needed. At this time, we do not know if the lift station works since it has never been used.

City of Junction City

City Commission

Agenda Memo

April 30, 2024

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and Land Bank Board
Subject: **Cost to Install Electricity in the Olivia Farms Subdivision**

Objective: To inform the Land Bank Board the cost to supply electricity to Olivia Farms Subdivision for street lighting and power to the lift station.

Explanation of Issue: The City contacted DS&O to inquire what the cost would be to supply electricity to the Olivia Farms Subdivision for street lighting and power to the lift station.

Attached is the map from DS&O showing the locations for fourteen streetlights and powering the lift station at the end of Fort Avenue. The total for the fourteen streetlights and power to the lift station would be \$151,383.02.

The cost would be for underground primary and secondary wiring, transformers, poles, and LED light fixtures.

Enclosures: Map of Olivia Farms Subdivision

DSO

ELECTRIC COOPERATIVE

SOLOMON, KANSAS 67480 ♦ 201 DAKOTA DRIVE ♦ P.O. BOX 286 ♦ TELEPHONE (785) 655-2011

Line Extension Agreement (Exhibit A)

Account Name: City of Junction City Date Prepared: 4/11/24
Service Address: Olivia Farms - Street Lighting & Fort Ave Lift Station power
Member's Responsibility PRIOR to DSO beginning construction:
Signed membership agreement to DSO office.
Signed "Line Extension Agreement" to DSO office.
Deposit (if needed) to DSO office.
Contribution In Aid to Construction needs to be paid in full to DSO office.

DSO agrees to:

Contribution In Aid to Construction: to install 16kV primary & secondary wire, transformers, poles, & LED light fixtures to Fort Ave. lift station & 14 rental street lights
Member Side Work: N/A

Fixed Cost: \$ 141,003.02

Fixed Cost: \$

Transformer Capacity: 1-15KVA, 5-25KVA, 4-50KVA, & 1-75 KVA 3Phase Pad
Capacity Fee: \$ 10,375.00

Excavation and Backfill: by DSO - removal of old rock-base lights by city.
Total Cost: \$ 151,383.02

Ref: 7.B. Rules & Regs (Underground Service Installation)

Other Notes: Light #s: 5, 6, 7, 13, 14, 17, 19, 21, 27, 28, 29, 30, 31, 12 (see attached map for light locations)

Date: _____

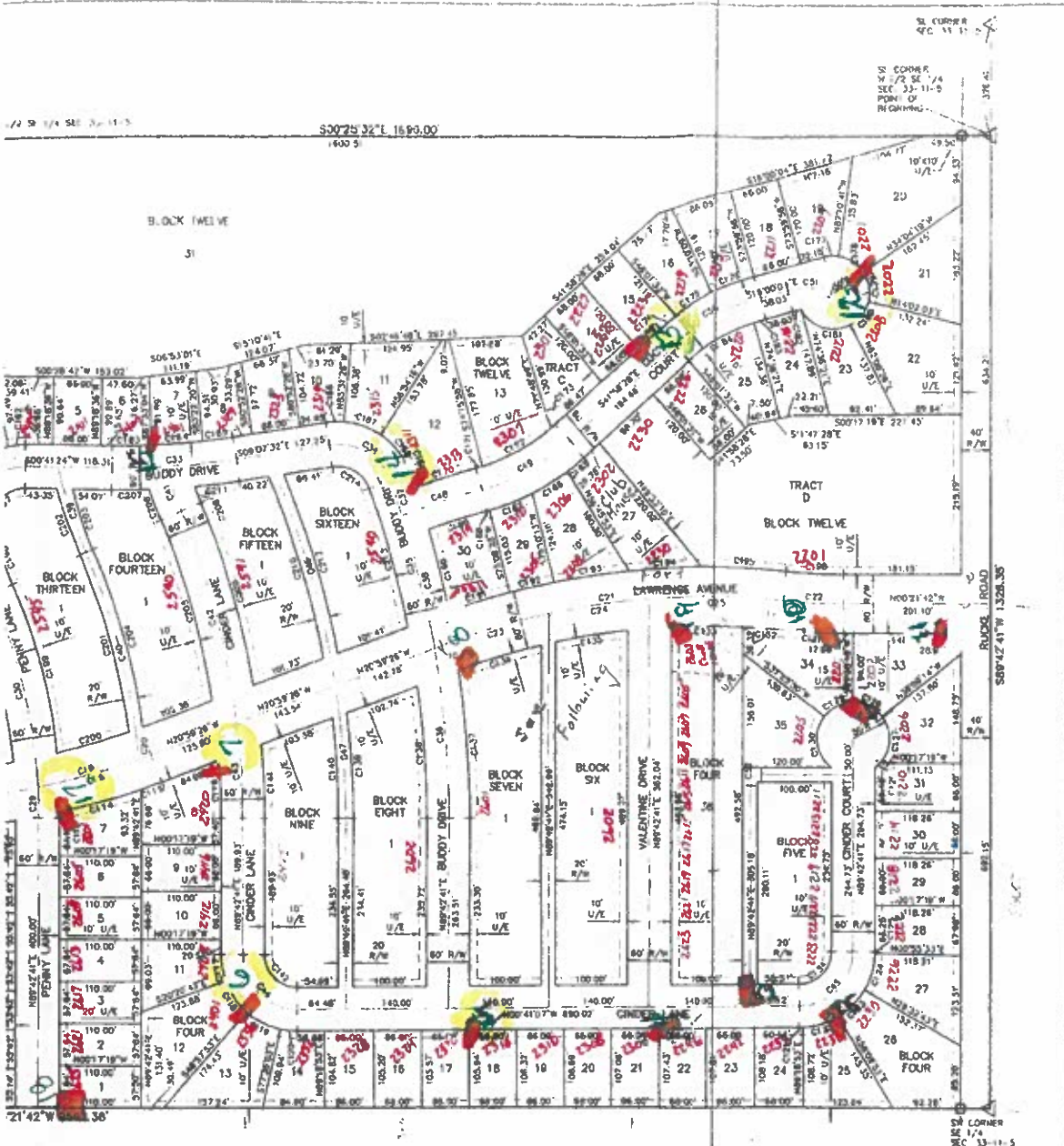
Signed: Melissa Sellers
DSO Electric Cooperative Representative

Print Member's Name _____

Member's Signature _____

Note: The costs and quotes above are valid for **60 days** from prepared date above.
Member Int. _____

FORM # EA710 (2/23)



Street lights - 3/15

Circuit breakers
rewired/replaced
Port Hubs are
now rentals.
on metered

Circuit for developer
(DFC)

ON (DSO SIL on
wood poles) as
of 1/2024
1,2,3,4,8,9,10,11

MONUMENTATION
 ● FOUND MONUMENT (ORIGIN UNKNOWN UNLESS NOTED)
 □ 1/2" X 24" BAR W/CAP "PLS 889" SET IN CONCRETE
 NOTE: 1/2" X 24" BAR W/CAP "PLS 889" TO BE SET
 AT ALL INTERIOR LOT CORNERS WITHIN 12
 MONTHS OF RECORDING OF THIS PLAT.



STREET LIGHTS
 + ADDRESSES

**A FINAL PLAT OF
 OLIVIA FARMS
 SUBDIVISION**

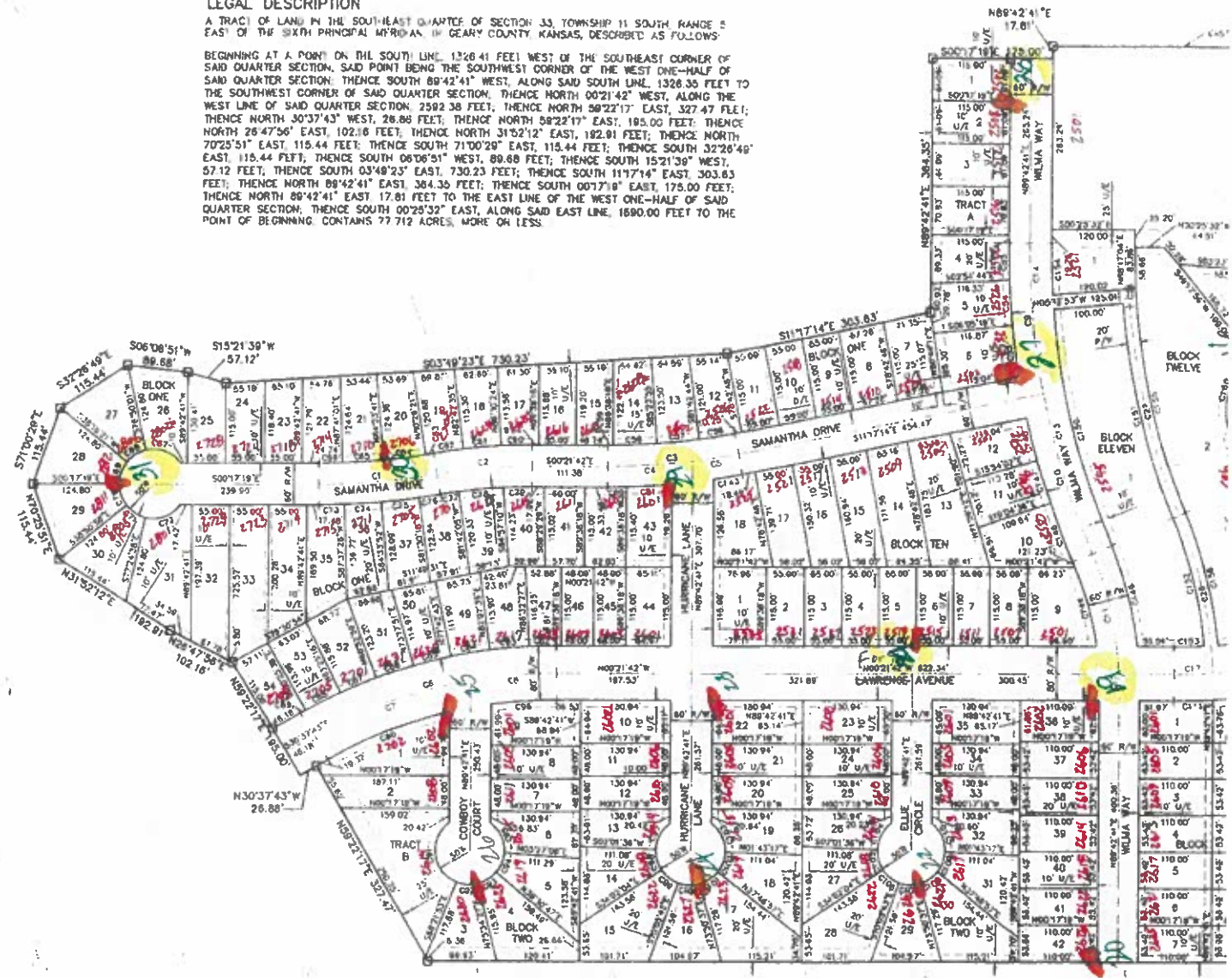
A SUBDIVISION IN THE CITY OF JUNCTION
 CITY, GEARY COUNTY, KANSAS
 S. 1/4, SEC. 33-11-5

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTH-EAST QUARTER OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN GEARY COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE, 1326.41 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION, SAID POINT BEING THE SOUTHWEST CORNER OF THE WEST ONE-HALF OF SAID QUARTER SECTION; THENCE SOUTH 89°42'41" WEST, ALONG SAID SOUTH LINE, 1326.35 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 00°21'42" WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, 2592.38 FEET; THENCE NORTH 58°22'17" EAST, 327.47 FEET; THENCE NORTH 30°37'43" WEST, 28.88 FEET; THENCE NORTH 58°22'17" EAST, 185.00 FEET; THENCE NORTH 26°47'56" EAST, 102.16 FEET; THENCE NORTH 31°52'12" EAST, 192.81 FEET; THENCE NORTH 70°25'51" EAST, 115.44 FEET; THENCE SOUTH 08°08'51" WEST, 89.89 FEET; THENCE SOUTH 32°26'46" EAST, 115.44 FEET; THENCE SOUTH 03°48'23" WEST, 730.23 FEET; THENCE SOUTH 11°17'14" EAST, 303.83 FEET; THENCE SOUTH 03°48'23" WEST, 89.89 FEET; THENCE SOUTH 15°21'39" WEST, 57.12 FEET; THENCE SOUTH 03°48'23" WEST, 89.89 FEET; THENCE SOUTH 11°17'14" EAST, 303.83 FEET; THENCE NORTH 89°42'41" EAST, 364.35 FEET; THENCE SOUTH 00°17'18" EAST, 175.00 FEET; THENCE NORTH 89°42'41" EAST 17.81 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF SAID QUARTER SECTION; THENCE SOUTH 00°29'32" EAST, ALONG SAID EAST LINE, 1690.00 FEET TO THE POINT OF BEGINNING, CONTAINS 77.712 ACRES, MORE OR LESS.



CURVE	LENGTH	RADIUS	CHORD	BEARING	CURVE	LENGTH	RADIUS	CHORD	BEARING	CURVE	LENGTH	RADIUS	CHORD	BEARING	CURVE	LENGTH	RADIUS	CHORD	BEARING	CURVE	LENGTH	RADIUS	CHORD	BEARING				
C1	174.12	1000.00	175.98	S02°15'34"E	C37	78.80	110.00	49.60	N72°41'00"W	C73	31.53	1030.00	31.52	S01°18'56"W	C109	31.47	50.00	30.95	S70°14'33"E	C145	8.98	470.00	8.97	N88°13'43"E	C181	77.68	50.00	70.95
C2	138.27	800.00	138.10	N02°38'47"W	C38	106.38	1340.00	104.23	N72°41'00"W	C74	55.00	1030.00	54.99	S02°34'21"E	C110	48.12	50.00	48.08	N64°19'10"E	C146	89.24	1150.00	89.31	S08°42'08"W	C182	11.32	70.00	11.31
C3	190.89	1000.00	190.40	S05°48'28"E	C39	121.63	700.00	121.63	S71°24'32"W	C75	86.00	1030.00	84.99	S08°37'50"E	C111	58.06	1040.00	58.05	S01°37'45"E	C147	64.03	1150.00	64.02	S32°20'41"E	C183	18.70	270.00	18.70
C4	124.20	1000.00	124.12	S03°25'10"E	C40	281.34	970.00	281.31	N76°35'27"E	C76	31.82	1030.00	31.81	S02°27'47"E	C112	110.73	1040.00	110.47	S06°36'38"E	C148	83.00	1150.00	83.00	S70°30'43"W	C184	105.99	270.00	105.99
C5	54.49	1000.00	54.48	N12°27'47"W	C41	84.59	565.00	84.58	S8°34'24"W	C77	24.42	770.00	24.42	N09°38'34"W	C113	7.86	810.00	7.86	N08°23'38"E	C149	132.53	1050.00	134.51	S72°43'42"E	C185	50.03	330.00	50.02
C6	369.78	700.00	365.50	N12°27'47"W	C42	789.10	1050.00	771.12	N74°32'18"E	C78	84.83	770.00	84.84	N09°38'34"W	C114	114.47	1040.00	114.41	S18°18'47"E	C150	349.81	1005.00	348.53	S72°30'00"W	C186	36.82	330.00	36.75
C7	244.74	700.00	243.49	N20°38'45"W	C43	131.86	1060.00	131.58	N88°30'11"E	C79	17.06	770.00	17.06	S01°37'50"E	C115	30.00	1040.00	30.00	N07°30'27"E	C151	101.83	1150.00	101.85	S70°30'43"W	C187	64.39	330.00	64.39
C8	125.04	700.00	124.68	N02°28'44"W	C44	118.33	75.00	105.70	S45°20'47"E	C80	28.57	1530.00	28.57	N01°38'28"E	C116	78.24	1040.00	78.24	S01°37'50"E	C152	44.93	960.00	44.94	S01°52'10"E	C188	50.03	330.00	50.02
C9	215.86	1125.00	215.63	S68°17'44"W	C45	117.29	75.00	105.70	S45°20'47"E	C81	65.39	1030.00	65.38	N02°46'11"E	C117	30.78	105.00	30.57	S72°43'42"E	C153	54.93	1000.00	54.94	S01°52'10"E	C189	3.94	330.00	3.94
C10	240.18	1175.00	239.70	S72°35'56"W	C46	378.20	1200.00	377.18	N73°30'38"E	C82	48.01	740.00	48.00	N02°46'11"E	C118	52.45	105.00	51.90	S52°09'47"W	C154	74.13	1005.00	74.13	S07°48'18"W	C190	115.42	1175.00	115.39
C11	187.53	950.00	178.55	N16°38'21"E	C47	182.77	1200.00	182.60	N85°20'53"E	C83	57.00	740.00	57.00	N02°46'11"E	C119	52.45	105.00	51.90	S28°43'32"W	C155	331.47	975.00	331.68	N70°15'18"W	C191	88.81	1000.00	88.87
C12	22.19	800.00	22.18	N88°28'22"E	C48	115.00	1125.00	115.59	N17°44'28"W	C84	57.01	740.00	57.00	N14°18'37"E	C120	24.00	105.00	23.88	S02°09'47"E	C156	100.07	1000.00	100.05	N70°15'18"W	C192	64.39	1100.00	64.48
C13	369.34	1125.00	367.71	S75°32'17"W	C49	141.08	300.00	139.78	S28°30'10"E	C85	57.01	740.00	57.00	N14°18'37"E	C121	31.22	105.00	30.71	S17°31'00"E	C157	82.57	750.00	82.43	S72°30'41"E	C193	115.77	1000.00	115.71
C14	86.73	1125.00	86.71	S82°30'11"W	C50	136.00	300.00	134.83	N28°36'18"W	C86	57.01	740.00	57.00	N14°18'37"E	C122	31.22	105.00	30.71	S17°31'00"E	C158	102.54	1000.00	102.50	S72°30'41"E	C194	105.54	1000.00	105.50
C15	198.36	1000.00	197.83	S72°35'56"W	C51	81.55	100.00	80.58	N02°21'31"E	C87	57.01	740.00	57.00	N14°18'37"E	C123	52.45	105.00	51.90	S44°06'17"E	C159	81.55	1000.00	81.56	N28°36'18"W	C195	115.77	1000.00	115.71
C16	141.79	1000.00	141.81	S18°21'21"E	C52	132.77	1200.00	132.60	N85°20'53"E	C88	57.00	740.00	57.00	N14°18'37"E	C124	52.45	105.00	51.90	S72°43'42"E	C160	123.63	105.00	118.63	N74°32'18"E	C196	76.37	780.00	76.24
C17	57.66	1000.00	57.63	S80°00'44"E	C53	52.89	1150.00	52.48	N28°32'59"W	C89	57.00	740.00	57.00	N14°18'37"E	C125	2.23	105.00	2.23	S08°40'33"E	C161	83.43	1000.00	83.43	N28°36'18"W	C197	85.30	810.00	85.21
C18	140.80	1000.00	140.46	S07°41'55"E	C54	54.63	1150.00	54.07	S85°20'53"E	C90	102.73	1040.00	102.08	S01°37'50"E	C126	4.88	50.00	4.86	S01°37'50"E	C162	123.63	105.00	118.63	N74°32'18"E	C198	76.37	780.00	76.24
C19	142.86	1000.00	142.84	S11°54'38"E	C55	74.79	1150.00	74.78	S82°30'22"E	C91	100.77	50.00	87.17	S02°46'11"E	C127	48.73	50.00	48.21	S01°37'50"E	C163	53.11	870.00	53.11	S02°46'11"E	C199	70.00	810.00	70.07
C20	18.83	1600.00	18.83	S20°27'04"E	C56	58.78	970.00	58.77	S08°47'12"E	C92	31.47	50.00	30.95	S05°38'17"E	C128	45.56	50.00	44.00	N28°43'32"E	C164	70.75	970.00	70.75	S07°48'18"W	C200	105.99	270.00	105.99
C21	482.97	1040.00	478.60	N71°21'17"W	C57	62.41	970.00	62.40	S02°43'32"E	C93	41.43	50.00	40.93	S02°46'11"E	C129	45.56	50.00	44.00	N28°43'32"E	C165	42.93	1000.00	42.98	S07°48'18"W	C201	123.63	105.00	118.63
C22	83.44	800.00	83.41	S02°37'36"W	C58	63.52	970.00	63.51	S08°28'41"E	C94	31.47	50.00	30.95	S32°27'47"E	C130	45.56	50.00	44.00	N28°43'32"E	C166	24.83	1000.00	24.87	N08°18'28"W	C202	85.25	715.00	85.18
C23	157.27	1040.00	157.12	N10°38'31"W	C59	8.26	970.00	8.25	S05°38'20"E	C95	48.43	50.00	47.92	N02°21'31"E	C131	50.00	50.00	50.00	S01°37'50"E	C167	102.54	1000.00	102.50	N74°32'18"E	C203	115.77	1000.00	115.71
C24	141.33	1040.00	141.42	N08°28'46"W	C60	45.37	830.00	45.36	N01°38'28"E	C96	84.75	860.00	84.87	N04°28'27"E	C132	48.81	1000.00	48.80	N04°28'27"E	C168	83.43	1000.00	83.43	N28°36'18"W	C204	85.30	810.00	85.27
C25	184.13	1040.00	183.80	N02°37'24"E	C61	35.00	830.00	34.99	N02°21'31"E	C97	44.34	50.00	43.81	N02°21'31"E	C133	100.00	1000.00	100.00	N02°46'11"E	C169	102.54	1000.00	102.50	N74°32'18"E	C205	115.77	1000.00	115.71
C26	23.48	75.00	23.48	N32°38'31"E	C62	43.08	830.00	43.08	N08°28'46"W	C98	31.47	50.00	30.95	S23°24'48"E	C134	31.47	50.00	30.95	S23°24'48"E	C170	83.43	1000.00	83.43	N28°36'18"W	C206	115.77	1000.00	115.71
C27	309.74	985.00	308.47	S71°27'28"W	C63	11.72	970.00	11.72	S07°48'18"W	C99	31.47	50.00	30.95	S23°24'48"E	C135	31.47	50.00	30.95	S23°24'48"E	C171	83.43	1000.00	83.43	N28°36'18"W	C207	115.77	1000.00	115.71
C28	235.46	800.00	234.13	N71°31'18"E	C64	81.32	970.00	81.31	S07°48'18"W	C100	31.47	50.00	30.95	S34°11'31"E	C136	31.47	50.00	30.95	S34°11'31"E	C172	83.43	1000.00	83.43	N28°36'18"W	C208	115.77	1000.00	115.71
C29	47.14	700.00	47.14	N88°07'48"E	C65	61.32	970.00	61.31	S04°07'12"E	C101	31.47	50.00	30.95	S34°11'31"E	C137	31.47	50.00	30.95	S34°11'31"E	C173	83.43	1000.00	83.43	N28°36'18"W	C209	115.77	1000.00	115.71
C30	274.10	780.00	272.89	N72°32'55"E	C66	34.33	870.00	34.33	N01°38'28"E	C102	31.47	50.00	30.95	S34°11'31"E	C138	31.47	50.00	30.95	S34°11'31"E	C174	83.43	1000.00	83.43	N28°36'18"W	C210	115.77	1000.00	115.71
C31	76.83	815.00	76.77	S68°39'11"W	C67	31.65	60.00	31.65	N19°20'15"E	C103	48.17	50.00	48.28	N19°20'15"E	C139	48.17	50.00	48.28	N19°20'15"E	C175	83.43	1000.00	83.43	N28°36'18"W	C211	115.77	1000.00	115.71
C32	142.50	75.00	142.62	N04°44'34"W	C68	33.85	60.00	33.87	N22°25'49"E	C104	44.34	50.00	44.31	S02°46'11"E	C140	44.34	50.00	44.31	S02°46'11"E	C176	83.43	1000.00	83.43	N28°36'18"W	C212	115.77	1000.00	115.71
C33	121.31	1000.00	121.10	S04°13'04"E	C69	33.85	60.00	33.87	N22°25'49"E	C105	31.47	50.00	30.95	S31°29'12"E	C141	44.34	50.00	44.31	S02°46'11"E	C177	83.43	1000.0						

SECTION 8 - LINE EXTENSIONS

A. GENERAL PROVISIONS

DSO reserves the right to refuse service to any load or location determined to be detrimental to DSO's distribution and/or transmission system.

B. SERVICE SIZING, VOLTAGE AND PHASING

DSO shall select the appropriate service rate class based on the end use and nature of that service. Each applicant is responsible for selection of service voltage, capacity, number of phases, and other characteristics that best suit the requirements for the end use intended. The following table lists the standard voltages and capacities offered by DSO:

TYPE	VOLTAGE	AMPERAGE
Single-Phase	120/240 V	100 or 200
Single-Phase	240/480 V	100 or 200
Three-Phase	120/208 V - Four wire grounded system	As required by service
Three-Phase	277/480 V - Four wire grounded system	As required by service
Three-Phase	120/240 V - Four wire delta	As required by service
Three-Phase	240/480 V - Three wire delta	As required by service

Service other than standard secondary voltages may be provided upon special request by the applicant. It shall be the responsibility of the applicant to pay for special equipment needed to supply non-standard secondary voltages or regulate voltages closer than standard service provides.

Any service different from the above shall require an engineering review and a special service agreement with the applicant under terms that may materially differ from this policy.

Line extensions to serve large commercial and industrial facilities shall require an administrative review and a special service agreement with the applicant.

The point at which DSO shall connect the new extension to existing facilities is the sole responsibility of DSO and shall be based on DSO's engineering design practices.

C. OWNERSHIP OF PRIMARY AND SECONDARY FACILITIES

All primary distribution facilities (transformers, poles, conductor, meters, etc.) shall remain the property of DSO. The point of demarcation for secondary distribution facilities shall be the bottom of the meter (with some exceptions), unless otherwise defined by contract. The applicant shall own facilities beyond the point of demarcation and shall be responsible for installation.

D. APPLICATION AND ENGINEERING DEPOSIT

At the time a line extension, relocation, and/or an upgrade project is requested, a completed service agreement and engineering deposit of \$200.00 must be submitted to DSO. The engineering deposit shall be applied toward the total cost of the line construction or toward any balance due to DSO. DSO reserves the right to request additional engineering funds if the project design costs overrun the set deposit amount. In the event the applicant cancels the line extension project or the project is inactive for longer than 18 months from the date of original application, DSO shall close the work order and the engineering deposit shall be credited against the accumulated costs of the project.

If the applicant requests that the project continue past 18 months, then DSO may request additional engineering deposit funds. DSO reserves the right to determine the status of projects. It is the responsibility of the applicant to keep DSO informed about the project if on hold.

E. FIELD SURVEY, DESIGN AND COST ESTIMATE

Upon receiving a completed service agreement application and any required deposits, DSO shall meet with the applicant for a field survey. DSO's representative shall determine the appropriate line extension design in conjunction with the applicant and stake the project, if applicable. Subsequent field visits and design may be required, as deemed necessary by DSO. DSO shall develop a cost estimate for the project based upon the current year's construction prices, less any credits. The estimated cost is the total cost of all construction, including labor and materials, engineering, overheads and all other costs directly attributable to the extension. The net cost estimate shall be paid by the applicant prior to scheduling construction of the project.

If line extension construction encounters unforeseen conditions (rock, water, frost, etc.), then DSO may require additional funds. DSO bears the sole discretion to determine what shall be required of the applicant.

If more than one applicant (group) requests service on the same line extension, then a cost estimate shall be provided to the group showing the amount that is to be shared by that group. If requested by the group, then the total cost estimate can be split into individual cost summaries, however, additional engineering deposit fees may be assessed for this cost division. Otherwise, it is the responsibility of the group to determine each participant's share of the costs. If construction of a project is delayed into a succeeding year or years, then the cost estimate shall be revised by DSO to reflect the most current construction year's pricing and additional funds may be secured from the applicant. DSO reserves the right to waive cost adjusting if special conditions or situations apply.

F. LINE EXTENSION AGREEMENT

Prior to the start of construction, DSO shall provide a Line Extension Agreement (formerly referred to as Exhibit A) to be signed by the applicant. These documents outline, and are not limited to, the service location(s), the type of service and facilities being provided, the project costs, and any other special arrangements as agreed to by the applicant and DSO.

G. SERVICE DISCONNECT

All electrical services shall have a service disconnect installed at the point of demarcation, or at a location specified/approved by DSO. Unless otherwise approved by DSO, DSO shall install such device and include the cost of the device and the installation cost in the amount charged to the applicant. Should the applicant make an election to install the service disconnect, the installation shall be completed prior to DSO energizing the meter.

H. UNDERGROUND LINE EXTENSIONS

The applicant shall be required to provide, at no cost to DSO, all required excavation, bedding materials, backfill and compaction of trenches, and cleanup/restoration of disturbed ground.

I. SERVICE FROM PRIOR EXTENSION

Applicants desiring service from a prior extension less than three years old, which was paid for by another member, shall pay their proportionate share of that prior extension. This amount shall be paid by the applicant to DSO. DSO, in turn, shall then forward/credit the amount to the original member. This payment by the applicant is in addition to any contributions required under SECTION 8.

Likewise, members who paid for a line extension may be eligible for a refund when another member later connects to that line for service. Only the original member(s) who contributed to the line extension may receive the refund. Such refunds are subject to the following:

1. A change of property or facility ownership shall not qualify for a refund
2. The member(s) who paid for the original line extension shall be responsible to request a refund
3. The refund applies only to primary line facilities.

J. PERMITS AND EXTERNAL FEES

If permits are required by an outside agency, then those fees shall be in addition to the line extension costs and may be requested at the time of application or any time during the design process. Such fees are the full responsibility of the applicant.

K. CAPACITY FEE

All applicants shall be charged a Capacity Fee, as filed in the Service Fees rate schedule, in addition to any line extension charges. This one-time fee shall be based on the nameplate kVA of the transformer. For members upgrading/downgrading service, Capacity Fees shall be applied as follows:

1. If the member paid a Capacity Fee when service was installed and now wishes to upgrade/downgrade service, then the member shall be charged/receive credit for the difference between the original Capacity Fee paid by the member and the newly computed Capacity Fee.

2. If a member did not pay a Capacity Fee when service was installed and now wishes to upgrade service, then the member shall be charged an incremental Capacity Fee (Capacity Fee for the new transformer - Capacity Fee for the existing transformer)
3. If the member did not pay a Capacity Fee when service was installed and now wishes to downgrade service, then the member shall receive a Capacity Fee credit for a downgrade in service.

L. EASEMENT

For all line extension projects DSO shall secure easements for the purpose of construction, servicing, repair, adding of circuits, and replacement of DSO lines necessary to provide service to DSO membership and to others who enter into agreements for electric service from DSO. Easements shall be required of all land owners upon which the line extension encroaches. Easements shall be recorded at the respective county courthouse by DSO. Easements are a required part of membership in DSO and DSO shall not pay members for easements. Additionally, all costs related to the acquisition of the easement(s) shall be the full responsibility of the applicant.

M. RIGHT-OF-WAY CLEARING

Clearing of all right-of-way required for the line extension is the sole responsibility of the applicant. All right-of-way shall be cleared to a minimum of ten feet each side of center (Rural Utility Service specifications), which shall be communicated by DSO to the applicant. DSO may contribute all or a portion of the right-of-way clearing labor and/or costs if the line extension can be deemed a backbone distribution line.

N. TEMPORARY SERVICE

An applicant requesting temporary service (not in excess 18 months) shall be required to pay in advance the estimated cost of equipment, plus installation and removal expenses, less the estimated salvage value. The removal expenses shall be estimated based on the specific equipment and installation used for the applicant and the most current standard labor cost estimates.

O. CONVERSION OF TEMPORARY SERVICE TO PERMANENT

If service has been installed at a temporary location, then the member may request it be converted to a permanent service. The cost of the service shall be recalculated. Excess money already paid shall be refunded to the member. In addition, the member shall be required to pay all costs associated with making the conversion to permanent service, independent of any refund.

P. SERVICE UPGRADES

Members requesting service upgrades shall be considered on a case-by-case basis. The member shall be responsible for the upgrade costs, as determined by DSO. In addition, upgrades are subject to the following:

1. It shall be the responsibility of the member or authorized contractor to provide DSO with the estimated increase in electrical load from the service upgrade.
2. DSO shall require that 100% of the cost of the service upgrade be paid in advance.

Q. SERVICE DOWNGRADES

Members requesting downgrades (reduction in service size and/or transformer capacity) shall contact DSO. An engineering review shall be required to determine the appropriate transformer capacity needed. DSO, at its discretion, may remove existing transformers and replace them with the newly sized units. If DSO deems it more beneficial to leave the existing transformers in place, the member billing may only be changed to reflect the service downgrade. In this case, if the member's monthly billing demand exceeds the transformer capacity twice in a twelve month period, then the installed transformer capacity for billing will be increased. If the member requesting a downgrade, at any time in the future, requests an upgrade in capacity, then they may be required to pay 100% of the upgrade.

R. RELOCATION OR CHANGES

A member requesting relocation or changes to existing DSO facilities, other than for service upgrades, shall pay all costs incurred by DSO to complete the relocation or change. The member must provide a satisfactory easement for the new facilities and pay in advance the estimated cost of the relocation or change.

S. RENTAL LIGHTS

Upon a member's request, DSO shall install and maintain lights in accordance with the "Private Area Lighting" rate schedule. If a member requests installation of the light on something other than an existing DSO-owned pole, then the member shall be required to pay for the installation. DSO retains the right to remove a rental light if it is vandalized.

T. PUBLIC STREET LIGHTING

Street lighting service is available to all city, town, village, county and state governmental entities and shall be installed only after the appropriate installation and billing authorization is received by DSO in writing. All lighting service shall be provided and billed under the applicable tariff schedules. DSO shall install, own and maintain the street lighting systems. Only DSO-specified standard street lighting components shall be used in installations.

U. HIGH VOLTAGE SERVICE

DSO shall provide high voltage service under certain conditions. High voltage service shall require an engineering review and a special service agreement with the applicant under terms that may materially differ from this policy.

V. SERVICE TO MOTOR LOADS

Motors with a nameplate rating of less than 11 horsepower (hp) may be served with single-phase service without an engineering analysis. Motors of 11-25 hp shall require an engineering analysis prior to being allowed to operate on single-phase service. Motors greater than 25 hp shall be served with three-phase service. DSO may require the member to install, at the member's expense, reduced voltage starting equipment and/or capacitors where across-the-line starting would cause excessive voltage disturbances. DSO reserves the right to waive these requirements based on an engineering study.

W. DEVELOPMENTS AND SUBDIVISIONS

Developer(s) requesting line extension(s) for a development or subdivision shall be required to make a construction deposit representing the full cost of installing the required facilities (labor, overhead and material). The additional cost of installing underground facilities compared to overhead facilities shall be applied to the total project cost. The remaining construction deposit, less any cost for common facilities such as street lights, lift stations, park facilities, etc., shall be refunded on a per unit basis as homes are built. No refund shall be paid after a period of five years from the time when service is first made available. All costs associated with individual services to lots and facilities shall require individual applications and shall be calculated separately from the cost of the development. These costs shall be the responsibility of the member and treated as individual line extensions.

X. CONTRACTUAL GUARANTEE OF REVENUE

DSO may require a contractual guarantee of sufficient revenues in order to obtain assurances that DSO shall be reimbursed for all expenses and margins associated with services involving the construction of large or specially designed installations or services requiring special or unconventional construction techniques. Such guarantees may be provided for under an agreement for purchase of power or other special contract.

Y. SPECIAL CONTRACTS FOR SERVICE

Notwithstanding any of the previous provisions, where it is necessary to make extensions or reinforce distribution lines to provide service such that in the sole judgment of DSO, the revenue to be derived from, or the duration of the prospective business is not sufficient under the above stated monthly member charge to warrant the investment, DSO may require any one or more of the following of the member before construction of equipment or facilities to supply service:

1. An adequate monthly member charge calculated upon reasonable considerations, or
2. A cash contribution in advance, or
3. An acceptable guarantee or bond.

In such cases, the member shall enter into a written contract with DSO as to character, amount, and duration of the business offered.

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 for each of 17 lots. This is an area that does not have electric service, but also need to have electricity taken to a lift station at the North end of these lots. The lift station is in place but has not been used for probably at least 16 years after it was tested. The question is does the motor still work? There is the also the cost of getting electric service to the lift station. With this risk to adding the electric to the lift station as well as the risk of having an operational lift station, the Land Bank may want to consider a higher price per lot.

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>
			3/22/2024
<u>SELLER</u>	<u>DATE</u>	<u>BUYER</u>	<u>DATE</u>

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

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

Seller's Estimated Proceeds Worksheet 2008

Land Bank, City of Junction City, Kansas

POLICY: PRICING OF LOTS IN LAND BANK

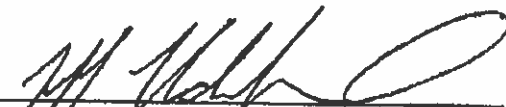
POLICY NUMBER: 001

REVISED: FEBRUARY 1, 2022

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

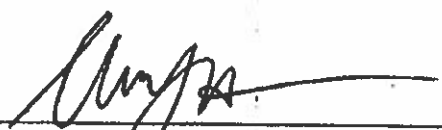
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

CITY OF JUNCTION CITY, KANSAS



Jeff Underhill
Chairman of the Land Bank

ATTEST:



Tammy Melton, City Clerk



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
7TH DAY OF MAY 2024.

Pat Landes
Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of May, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and C & C Homes, LLC. as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Seventeen Thousand and no/100 Dollars (\$17,00.00), 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
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- 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
May 7, 2024

City of Junction City

Land Bank

Agenda Memo

05-07-2024

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: LL Investments is offering to purchase Lots 6-8, Block 2 & Lots 37-38, Block 3 Deer Creek Addition #2; Lot 22, Block 2 Deer Creek Addition; Lots 40-42, Block 2 Sutter Woods Subdivision; Lot 46, Block 1 Sutter Highlands Subdivision in the amount of \$25,000.00.

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 10 lots for a contractor/developer.

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: LL Investments

BUYER TAKING TITLE AS: JTWR0S 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 \$ 500.00
in the amount of

Deposited with:

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

b. Total amount financed by BUYER \$ _____

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

3. **CLOSING AND POSSESSION:** By June 28, 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:
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 **24. ADDITIONAL TERMS AND CONDITIONS.** _____

252 _____

253 _____

254 _____

255 **25. EXPIRATION.** This offer shall expire on May 31, 2024, at _____ o'clock ____ .m. (5:00 p.m. if

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

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

258 **CONTRACT.**

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

260 Electronic Transaction Act as adopted in Kansas.

DocuSigned by:
 Kendra Lister
 4/30/2024
 3E9D080441A4ED

266 <u>SELLER JUNCTION CITY LAND BANK</u>	266 <u>DATE</u>	266 <u>BUYER LL Investments</u>	266 <u>DATE</u>
267 _____	267 _____	267 _____	267 _____
268 SELLER	268 DATE	268 BUYER	268 DATE
269 _____	269 _____	269 _____	269 _____
270 <u>Coldwell Banker Patriot Realty</u>	270 _____	270 <u>Prestige Realty & Associates</u>	270 _____
271 Name of Listing Brokerage	271 (Please Print)	271 Name of Selling Brokerage	271 (Please Print)
272 <u>Lance Custer</u>	272 _____	272 <u>Casey Maransani</u>	272 _____
273 Name of Licensee Assisting Seller	273 (Please Print)	273 Name of Licensee Assisting Buyer	273 (Please Print)
274 <u>(785)226-0438</u>	274 /	274 <u>(620)232-0822</u>	274 /
275 Listing Licensee Phone #	275 Fax #	275 Selling Licensee Phone #	275 Fax #
276 <u>lance.custer@coldwellbanker.com</u>	276 _____	276 <u>casey.maransani@hotmail.com</u>	276 _____
277 Listing Licensee Email Address	277 _____	277 Selling Licensee Email Address	277 _____
278 <u>BR00052930</u>	278 _____	278 <u>BR0023517</u>	278 _____
279 Listing Agent License #	279 _____	279 Selling Agent License #	279 _____
280 <u>BR00052930</u>	280 _____	280 <u>BR00232151</u>	280 _____
281 Supervising Broker License #	281 _____	281 Supervising Broker License #	281 _____

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:
 CASEY MARANSANI
 26C5F24B490DA04

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 April 26th, 2024 between: JUNCTION CITY LAND BANK (Sellers) and LL Investments (Buyers) on property located at See on Addendum 1, Junction City, KS 66441

The reference numbers for the lot to be purchased are
00000 Sutter Woods, R9447, R9448, R9449
00000 Tanager Court, R9002
00000 Woodstock Dr., R10816, R10817, R10791, R10792, R10793
00000 Southwind Dr., R10706

See Legal Descriptions below:
SUTTER WOODS SUB , BLOCK 2 , Lot 42 , SECTION 04 TOWNSHIP 12 RANGE 05
SUTTER WOODS SUB , BLOCK 2 , Lot 41 , SECTION 04 TOWNSHIP 12 RANGE 05
SUTTER WOODS SUB , BLOCK 2 , Lot 40 , SECTION 04 TOWNSHIP 12 RANGE 05
SUTTER HIGHLANDS SUB , BLOCK 1 , Lot 46 , SECTION 04 TOWNSHIP 12 RANGE 05
DEER CREEK ADD #2 , BLOCK 3 , Lot 38 , SECTION 15 TOWNSHIP 12 RANGE 05
DEER CREEK ADD #2 , BLOCK 3 , Lot 37 , SECTION 15 TOWNSHIP 12 RANGE 05
DEER CREEK ADD #2 , BLOCK 2 , Lot 8 , SECTION 15 TOWNSHIP 12 RANGE 05
DEER CREEK ADD #2 , BLOCK 2 , Lot 7 , SECTION 15 TOWNSHIP 12 RANGE 05
DEER CREEK ADD #2 , BLOCK 2 , Lot 6 , SECTION 15 TOWNSHIP 12 RANGE 05
DEER CREEK ADD , BLOCK 2 , Lot 22 , SECTION 15 TOWNSHIP 12 RANGE 05

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

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

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

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

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

DocuSigned by:
Kendra Lister 4/30/2024
6E80D880441A4ED

SELLER JUNCTION CITY LAND BANK _____ DATE BUYER LL Investments _____ DATE
SELLER _____ DATE BUYER _____ DATE

RESOLUTION NO. 09-2024

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 LL INVESTMENTS.

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 LL Investments 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-two (22), Block Two (2), Deer Creek Addition to the City of Junction City, Geary County, Kansas; Lot Six (6), Block Two (2), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Seven (7), Block Two (2), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Eight (8), Block Two (2), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Thirty-seven (37), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Thirty-eight (38), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot 46, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit One (1) and a Final Plat of an adjacent tract to the City of Junction City, Kansas; Lot Forty (40), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas; Lot Forty-one (41), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; & Lot Forty-two (42), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas to LL Investments.
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 7TH DAY OF MAY 2024.

Pat Landes
Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of May, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and LL Investments 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 Twenty-two (22), Block Two (2), Deer Creek Addition to the City of Junction City, Geary County, Kansas
- Lot Six (6), Block Two (2), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot Seven (7), Block Two (2), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot Eight (8), Block Two (2), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot Thirty-seven (37), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot Thirty-eight (38), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot 46, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit One (1) and a Final Plat of an adjacent tract to the City of Junction City, Kansas
- Lot Forty (40), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas
- Lot Forty-one (41), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas
- Lot Forty-two (42), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

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

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

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

GRANTOR

JUNCTION CITY LAND BANK

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

ATTEST:

Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 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-two (22), Block Two (2), Deer Creek Addition to the City of Junction City, Geary County, Kansas
- Lot Six (6), Block Two (2), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot Seven (7), Block Two (2), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot Eight (8), Block Two (2), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot Thirty-seven (37), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot Thirty-eight (38), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas
- Lot 46, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit One (1) and a Final Plat of an adjacent tract to the City of Junction City, Kansas
- Lot Forty (40), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas
- Lot Forty-one (41), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas
- Lot Forty-two (42), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

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

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

City of Junction City

Land Bank

Agenda Memo

05-07-2024

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: Bourbon Creek is offering to purchase Lots 8-12, Block 9 Sutter Woods Subdivision in the amount of \$25,000.00.

Options:

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

Staff Recommendation: This is a standard offer of 5 lots at \$5,000 per lot for a total of \$25,000.

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: Land Bank _____ (State marital status)

BUYER: Bourbon Creek, LLC _____

BUYER TAKING TITLE AS: JTWRORS OR Tenants in Common

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

0000 Shoffner Dr (R9560, R9559, R9558, R9557, R9Junction 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)
Sutter Woods Sub, Block 9, Lot 8, 9, 10, 11, 12

(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 _____ \$ 500.00
in the amount of

Deposited with:

_____ Listing Broker
 Junction City Abstract and 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 \$ 25,000.00

3. CLOSING AND POSSESSION: By June 24, 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.

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

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

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

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

220

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

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

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

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

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

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. _____

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

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

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

	<i>Bourbon Creek, LLC (Calvin 04/24/2024)</i>
SELLER	BUYER
DATE	DATE
SELLER	BUYER
DATE	DATE
Coldwell Banker Patriot Realty	Coldwell Banker Patriot Realty
Name of Listing Brokerage (Please Print)	Name of Selling Brokerage (Please Print)
Lance Custer	Matthew Rayburn
Name of Licensee Assisting Seller (Please Print)	Name of Licensee Assisting Buyer (Please Print)
(785) 226 - 0438 /	(785) 762-4663 /
Listing Licensee Phone # Fax #	Selling Licensee Phone # Fax #
lance.custer@coldwellbanker.com	matthew.rayburn@coldwellbanker.com
Listing Licensee Email Address	Selling Licensee Email Address
BR00052930	SP00243855
Listing Agent License #	Selling Agent License #
	BR00052930
Supervising Broker License #	Supervising Broker License #

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

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

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

(CHECK ONE)

<input type="checkbox"/> Licensee Assisting Seller	<i>Matthew Rayburn</i>
<input type="checkbox"/> Licensee Assisting Seller	<input checked="" type="checkbox"/> Licensee Assisting Buyer

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ADDENDUM Land Bank Lots

Addendum to contract dated _____ between:

Land Bank _____ (Sellers) and

Bourbon Creek, LLC _____ (Buyers) on property located

at SUTTER WOODS SUB, BLOCK 9, Lot 8, 9, 10, 11, 12

The Reference number for the lots to be purchased are R9556, R9557, R9558, R9559, R9560

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(s) for buyer's intended building purpose. Buyers further acknowledge that there may or may not be electrical power servicing the area, regardless of what may be indicated on the jclandbanklots.com map. Buyers are responsible for verifying whether gas lines and power currently exist. Any necessary future improvements to the lots for utilities shall be the responsibility of the buyer(s).

Seller warrants that there are no special assessments for land improvements associate with the lot. Buyer does acknowledge that each lot purchase has storm water fees associated with the lot. Once the water meter is installed, the storm water fees become assessed on the water bill. In the absence of a water bill, storm water fees are 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. Buyer further understand that the buyer will be responsible for maintaining the lot according to city ordinance after closing.

_____	_____	<u>Bourbon Creek, LLC (Calvin</u>	_____	<u>04/24/2024</u>
SELLER	DATE	BUYER	DATE	DATE
_____	_____	BUYER	_____	_____
SELLER	DATE	BUYER	DATE	DATE

Serial#: 014591-400171-3970781

Prepared by: Matthew Rayburn | Coldwell Banker Patriot Realty | matthew.rayburn@coldwellbanker.com |



SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER: <u>Junction City Land Bank</u>	
2	PROPERTY: <u>9556,9557,9558,9559, 9560 Shoffner</u>	
3	ESTIMATED CLOSING DATE: <u>June 24, 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>2,500.00</u>
18	Selling Commission	\$ <u>2,500.00</u>
19	Broker's Administrative Commission	\$ _____
20	Marketing Fee	\$ _____
21	Homes Association Dues	\$ _____
22	Buyer's Closing Costs Paid by SELLER	\$ _____
23	Costs not payable by Buyer*	\$ _____
24	FHA/VA or Lender Discount Points	\$ _____
25	Release of Lien Fees	\$ _____
26	Home Warranty Fee	\$ _____
27	Other	\$ _____
28		
29	Total to be paid at Closing	\$ <u>5,000.00</u>
30	APPROXIMATE NET PROCEEDS	\$ <u>20,000.00</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: _____	Date
47	Licensee	
48		

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

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

Seller's Estimated Proceeds Worksheet 2008

Aerial View of R9556 thru R9560 on Shoffner Dr

BCLCC



RESOLUTION NO. 10-2024

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 BOURBON CREEK, 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 Bourbon Creek, 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 Eight (8), Block Nine (9), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas; Lot Nine (9), Block Nine (9), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas; Lot Ten (10), Block Nine (9), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Eleven (11), Block Nine (9), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas; & Lot Twelve (12), Block Nine (9), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas to Bourbon Creek, 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 7TH DAY OF MAY 2024.

Pat Landes
Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of May, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Bourbon Creek, LLC 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 Eight (8), Block Nine (9), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Nine (9), Block Nine (9), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Ten (10), Block Nine (9), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Eleven (11), Block Nine (9), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas

Lot Twelve (12), Block Nine (9), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____

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 Eight (8), Block Nine (9), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Nine (9), Block Nine (9), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Ten (10), Block Nine (9), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Eleven (11), Block Nine (9), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas

Lot Twelve (12), Block Nine (9), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas

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

/s/ Tammy Melton

Land Bank Secretary

May 2, 2024

City of Junction City

Land Bank

Agenda Memo

05-07-2024

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: ADM Construction, LLC is offering to purchase Lots 4-8, Block 1 Deer Creek #3 in the amount of \$10,000.00.

Options:

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

Staff Recommendation: They are offering \$2,000 per lot for 5 lots for a total of \$10,000. These lots do not have electric or natural gas, but since they are in Evergy territory the cost of having electric service is less than in the DS&O territory. I understand they have had discussions with Kansas Gas Services. In the past we have talked about putting Natural Gas throughout this subdivision but then the question is how much to have done. There is one home in the subdivision that was built a couple of years ago, but they decided to go with an all-electric house.

My only concern is how many homes will be built on these 5 lots. But it is also good to get more homes in this area.

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: ADM Construction 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:

R10838, R10839, R10840, R10841, R10842 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 4,5,6,7,8 BLOCK 1, DEER CREEK #3, 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 \$ 10,000.00
which BUYER agrees to pay as follows:

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

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

Deposited with:

_____ Listing Broker
 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 \$ 9,500.00

3. CLOSING AND POSSESSION: By June 14, 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 **zero** _____.

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.

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.** Heartland Title is the escrow and closing agent.
253 Buyer's Agent is a Principle of ADM Construction LLC and is a licensed Real Estate Agent in
254 the State of KS.

255
256 **25. EXPIRATION.** This offer shall expire on May 23, 2024, at 5:00 o'clock p.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 _____</p> <p>266 SELLER Junction City Land Bank DATE</p> <p>267 _____</p> <p>268 SELLER DATE</p> <p>269 _____</p> <p>270 Coldwell Banker Patriot Realty</p> <p>271 Name of Listing Brokerage (Please Print)</p> <p>272 _____</p> <p>273 Lance Custer</p> <p>274 Name of Licensee Assisting Seller (Please Print)</p> <p>275 _____</p> <p>276 (785)226-0438 / _____</p> <p>277 Listing Licensee Phone # Fax #</p> <p>278 _____</p> <p>279 lance.custer@coldwellbanker.com</p> <p>280 Listing Licensee Email Address</p> <p>281 BR00052930</p> <p>282 Listing Agent License #</p> <p>283 BR00052930</p> <p>284 Supervising Broker License #</p> <p>285 _____</p> <p>286 _____</p> <p>287 _____</p>	<p style="text-align: right;">DocuSigned by:</p> <p style="text-align: right;">4/5/2024</p> <p>264 265 _____</p> <p>266 BUYER ADM Construction LLC DATE</p> <p>267 _____</p> <p>268 BUYER DATE</p> <p>269 _____</p> <p>270 Prestige Realty & Associates</p> <p>271 Name of Selling Brokerage (Please Print)</p> <p>272 _____</p> <p>273 Kelly Niemczyk</p> <p>274 Name of Licensee Assisting Buyer (Please Print)</p> <p>275 _____</p> <p>276 (785)375-8300 / _____</p> <p>277 Selling Licensee Phone # Fax #</p> <p>278 _____</p> <p>279 kelly@prestigeevolution.com</p> <p>280 Selling Licensee Email Address</p> <p>281 BR00223447</p> <p>282 Selling Agent License #</p> <p>283 BR00232061</p> <p>284 Supervising Broker License #</p> <p>285 _____</p> <p>286 _____</p> <p>287 _____</p>
---	---

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

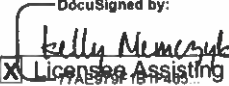
FORM CERTIFICATION: (To be completed by Licensee preparing this form.)

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:

KELLY NIEMCZYK

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
ADM Construction LLC (Buyers) on property located
at R10838, R10839, R10840, R10841, R10842, Junction City, KS 66441


The reference number of the lot to be purchased is R10838, R10839, R10840, R10841, R10842.

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:		
			4/5/2024	
<u>SELLER Junction City Land Bank</u>	<u>DATE</u>	<u>BUYER ADM Construction LLC</u>	<u>DATE</u>	
<u>SELLER</u>	<u>DATE</u>	<u>BUYER</u>	<u>DATE</u>	

SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER: <u>Junction City Land Bank</u>	
2	PROPERTY: <u>5 lots on Wolf Trail</u>	
3	ESTIMATED CLOSING DATE: <u>June 14, 2024</u>	
4	PRICE:	\$ <u>10,000.00</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>2,500.00</u>
18	Selling Commission	\$ <u>2,500.00</u>
19	Broker's Administrative Commission	\$ _____
20	Marketing Fee	\$ _____
21	Homes Association Dues	\$ _____
22	Buyer's Closing Costs Paid by SELLER	\$ _____
23	Costs not payable by Buyer*	\$ _____
24	FHA/VA or Lender Discount Points	\$ _____
25	Release of Lien Fees	\$ _____
26	Home Warranty Fee	\$ _____
27	Other	\$ _____
28		
29	Total to be paid at Closing	\$ <u>5,000.00</u>
30	APPROXIMATE NET PROCEEDS	\$ <u>5,000.00</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 *Lance Custer* *04/08/2024*

46 **By:** _____ Date _____

47 Licensee

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

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

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.

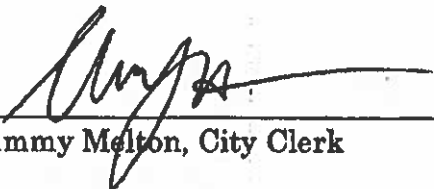
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

CITY OF JUNCTION CITY, KANSAS

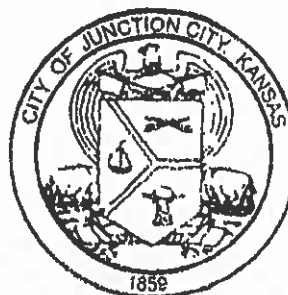


Jeff Underhill
Chairman of the Land Bank

ATTEST:



Tammy Melton, City Clerk



Buyer Date

DocuSigned by:


Buyer 4/5/2024
Date

Junction City Land Bank Lots

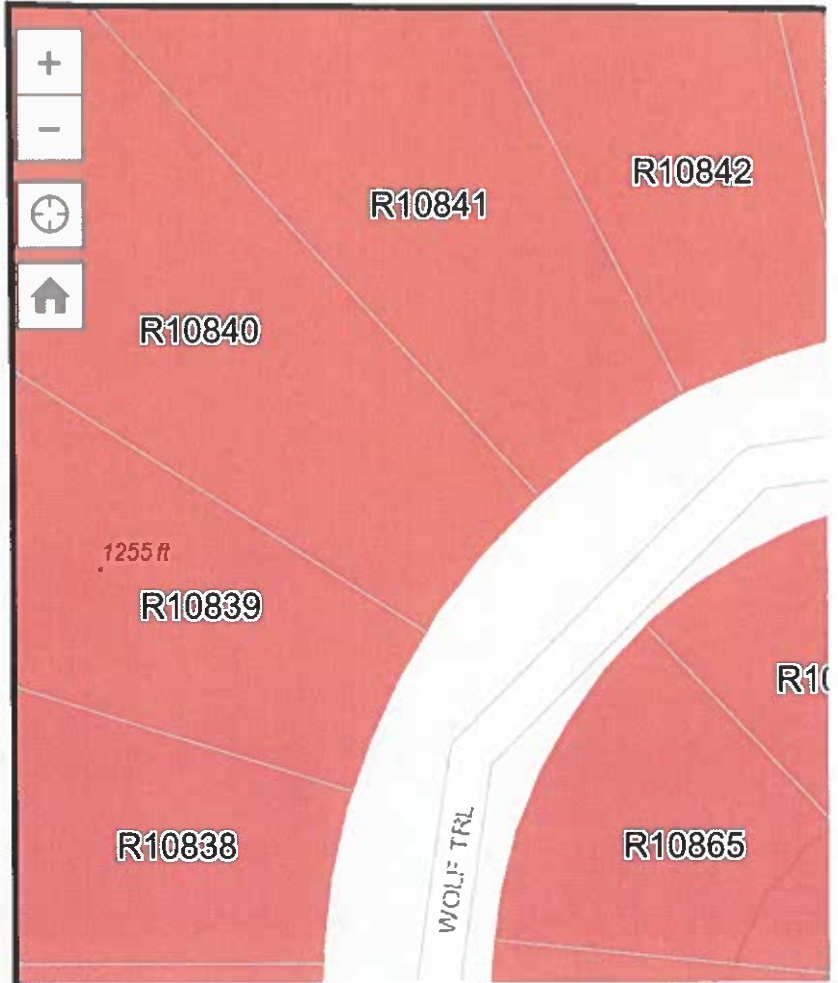
Legend About Layers

Legend

Land Bank Lots

- Limited Utilities
- Call for Details
- Buildable - Has Electric, Water, & Sewer
- Not Available

Subdivision Boundary



<https://geocgis.maps.arcgis.com/apps/PublicInformation/index.html?appid=fc4b6fd74206455994d6353908fa7002&calid=3>

1/1

RESOLUTION NO. 11-2024

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 ADM CONSTRUCTION, 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 ADM Construction, 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 Four (4), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas; Lot Five (5), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas; Lot Six (6), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas; Lot Seven (7), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas; & Lot Eight (8), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas to ADM Construction, 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 7TH DAY OF MAY 2024.

Pat Landes
Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of May, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and ADM Construction, LLC as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Ten Thousand and no/100 Dollars (\$10,00.00), 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 Four (4), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas
- Lot Five (5), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas
- Lot Six (6), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas
- Lot Seven (7), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas
- Lot Eight (8), Block One (1), Deer Creek Addition Unit No. 3 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 Four (4), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas

Lot Five (5), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas

Lot Six (6), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas

Lot Seven (7), Block One (1), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas

Lot Eight (8), Block One (1), Deer Creek Addition Unit No. 3 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

May 2, 2024