

**May 21, 2024**

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

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

**1. 6:50 P.M. - CALL TO ORDER:**

**2. NEW BUSINESS:**

- a. Consideration of Land Bank Minutes for the May 7th, 2024 meeting. (p.2)
- b. Consideration of the offer from Jeremy & Jessica Riley to purchase Lots 12 & 13, Block 4 of Deer Creek #3 in the amount of \$8,000.00. (p.4)

**3. ADJOURNMENT:**

## JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

May 7, 2024

6:40 p.m.

### CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, May 7th, 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, and Britain Stites.

### NEW BUSINESS

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

Discussion on the cost of electric extension in Olivia Farms for street lighting & to power a lift station was presented. City Manager Dinkel gave details and answered questions. Trustee Underhill moved to approve the expenditure from DS&O in the amount not to exceed \$151,383.02 to supply electricity to Olivia Farms Subdivision for the street lighting and power to the lift station, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

The offer from C & C Homes, LLC to purchase Lots 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 was presented. City Manager Dinkel gave details & answered questions. Trustee Pinaire moved to counter 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 \$42,500.00, seconded by Trustee Gordon. Ayes: None. Nays: Landes, Larson, Underhill, Pinaire, and Gordon. Motion Carried. Trustee Pinaire moved to table 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, seconded by Trustee Gordon. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

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 was presented. City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve 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

May 7, 2024

Highlands Subdivision in the amount of \$25,000.00, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

The offer from Bourbon Creek, LLC to purchase Lots 8-12, Block 9 Sutter Woods Subdivision in the amount of \$25,000.00 was presented. City Manager Dinkel gave details & answered questions. Trustee Pinaire moved to approve 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, seconded by Trustee Gordon. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

The offer from ADM Construction, LLC to purchase Lots 4-8, Block 1 Deer Creek #3 in the amount of \$10,000.00 was presented. City Manager Dinkel gave details & answered questions. Trustee Underhill moved to approve the offer from ADM Construction, LLC to purchase Lots 4-8, Block 1 Deer Creek #3 in the amount of \$10,000.00, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

### **ADJOURNMENT**

Trustee Larson moved, seconded by Trustee Underhill to adjourn at 7:00 p.m. Ayes: Landes, Larson, Underhill, Gordon, and Pinaire. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 21ST DAY OF MAY AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR MAY 7TH, 2024.

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Tammy Melton, Secretary

Pat Landes, Chairman

# City of Junction City

## Land Bank

### Agenda Memo

05-21-2024

**From:** Allen Dinkel, City Manager

**To:** Land Bank Board

**Subject:** Land Bank Offer

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

**Explanation of Issue:** Jeremy & Jessica Riley are offering to purchase Lots 12 & 13, Block 4 of Deer Creek Addition #3 in the amount of \$8,000.00.

**Options:**

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

**Staff Recommendation:** This is an offer for 2 lots at \$4,000 per lot for a total of \$8,000. In this subdivision there is no natural gas or electric services and they will have to bring that there.

**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:** Jeremy R Riley & Jessica Ranae Riley \_\_\_\_\_

**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:

R10982, R10983 Hunter Ln	Junction City	KS	66441	Geary
<b>Street Address (if available)</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>

**LEGAL DESCRIPTION:** (As described in the Legal Description Addendum or as described below)  
Lots 12 and 13, Block 4, Deer Creek #3

(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 \$ 8,000.00 which BUYER agrees to pay as follows:

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

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

Deposited with:

\_\_\_\_\_ Listing Broker  
 Heartland Title Escrow/Closing Agent

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

b. Total amount financed by BUYER \$ 0.00

c. Balance of purchase price to be paid on or before closing \$ 8,000.00

**3. CLOSING AND POSSESSION:** By July 18, 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.

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

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

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

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

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

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

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

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

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

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

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

Vacant Land Real Estate Sale Contract - 2017  
Page 4 of 5

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

247 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other  
248 fees, shall be paid out of escrow at Closing by  SELLER and, or,  BUYER unless otherwise described in the  
249 terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER**  
250 **understand and agree that Brokers may be compensated by more than one party in the transaction.**  
251

252 **24. ADDITIONAL TERMS AND CONDITIONS.** \_\_\_\_\_  
253 \_\_\_\_\_  
254 \_\_\_\_\_  
255

256 **25. EXPIRATION.** This offer shall expire on \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.m. (5:00 p.m. if  
257 left blank) unless accepted by SELLER or withdrawn by BUYER before that time.  
258

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

261  
262 All parties agree that this transaction can be conducted by electronic means according to the Uniform  
263 Electronic Transaction Act as adopted in Kansas.  
264

265		<u>Jeremy R Riley</u>	<u>05/16/2024</u>
266	<b>SELLER</b>	<b>DATE</b>	<b>BUYER</b> <b>DATE</b>
267			
268		<u>Jessica Ranae Riley</u>	<u>05/16/2024</u>
269	<b>SELLER</b>	<b>DATE</b>	<b>BUYER</b> <b>DATE</b>
270			
271	Coldwell Banker Patriot Realty	Coldwell Banker Patriot Realty	
272	Name of Listing Brokerage (Please Print)	Name of Selling Brokerage (Please Print)	
273			
274	Lance Custer	Lance Custer	
275	Name of Licensee Assisting Seller (Please Print)	Name of Licensee Assisting Buyer (Please Print)	
276			
277	(785) 762 - 4663 / _____	(785) 762-4663 / _____	
278	Listing Licensee Phone # Fax #	Selling Licensee Phone # Fax #	
279			
280	lance@cbpatriotrealty.com	lance@cbpatriotrealty.com	
281	Listing Licensee Email Address	Selling Licensee Email Address	
282	BR00052930	BR00052930	
283	Listing Agent License #	Selling Agent License #	
284			
285	Supervising Broker License #	Supervising Broker License #	
286			
287			

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

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

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

**(CHECK ONE)**

Licensee Assisting Seller

Lance Custer

Licensee Assisting Buyer

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

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

# ADDENDUM 1 \_\_\_\_\_

Addendum to contract dated \_\_\_\_\_ between:  
Junction City Land Bank \_\_\_\_\_ (Sellers) and  
Jeremy R Riley & Jessica Ranae Riley \_\_\_\_\_ (Buyers) on property located  
at R10982,R 10983 Hunter Ln \_\_\_\_\_

The reference number for the lot to be purchased is R10982 and R10983, Hunter Ln.

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

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

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

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

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

_____	_____	<i>Jeremy R Riley</i>	<i>05/16/2024</i>
SELLER	DATE	BUYER	DATE
_____	_____	<i>Jessica Ranae Riley</i>	<i>05/16/2024</i>
SELLER	DATE	BUYER	DATE

## SELLER'S ESTIMATED PROCEEDS WORKSHEET

1 **SELLER:** Junction City Land Bank

2 **PROPERTY:** R10982,R 10983 Hunter Ln

3 **ESTIMATED CLOSING DATE:** July 18, 2024

4 **PRICE:** ..... \$ 8,000.00

5

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

7 1st Mortgage /Deed of Trust ..... \$ \_\_\_\_\_

8 2nd Mortgage /Deed of Trust ..... \$ \_\_\_\_\_

9 Other Encumbrance ..... \$ \_\_\_\_\_

10 1st Mtg. Interest Proration: From \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_

11 2nd Mtg. Interest Proration: From \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_

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

13 Mortgage Prepayment Penalty ..... \$ \_\_\_\_\_

14 Title Insurance Policy ..... \$ \_\_\_\_\_

15 Closing and Escrow Fee ..... \$ \_\_\_\_\_

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

17 Listing Commission ..... \$ 1,000.00

18 Selling Commission ..... \$ 1,000.00

19 Broker's Administrative Commission ..... \$ \_\_\_\_\_

20 Marketing Fee ..... \$ \_\_\_\_\_

21 Homes Association Dues ..... \$ \_\_\_\_\_

22 Buyer's Closing Costs Paid by SELLER ..... \$ \_\_\_\_\_

23 Costs not payable by Buyer\* ..... \$ \_\_\_\_\_

24 FHA/VA or Lender Discount Points ..... \$ \_\_\_\_\_

25 Release of Lien Fees ..... \$ \_\_\_\_\_

26 Home Warranty Fee ..... \$ \_\_\_\_\_

27 Other ..... \$ \_\_\_\_\_

28

29 **Total to be paid at Closing** ..... \$ 2,000.00

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

31 **POTENTIAL ADDITIONAL EXPENSES**

32 Inspection Related Repairs ..... \$ \_\_\_\_\_

33 Wood Infestation Treatment ..... \$ \_\_\_\_\_

34 Other ..... \$ \_\_\_\_\_

35

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

40

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

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

43

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

45

46 **By:** \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

RESOLUTION NO. 13-2024

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 JEREMY R. RILEY AND JESSICA RANAE RILEY.

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 Jeremy R. Riley and Jessica Ranae Riley in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Twelve (12), Block Four (4), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas and Lot Thirteen (13), Block Four (4), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas to Jeremy R. Riley and Jessica Ranae Riley.
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 21ST DAY OF MAY 2024.

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Pat Landes  
Chairman

ATTEST:

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Tammy Melton, Secretary

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_ day of 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 Jeremy R. Riley and Jessica Ranae Riley as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Eight Thousand and no/100 Dollars (\$8,00.00), 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 Twelve (12), Block Four (4), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas

Lot Thirteen (13), Block Four (4), 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 Twelve (12), Block Four (4), Deer Creek Addition Unit No. 3 to the City of Junction City, Geary County, Kansas

Lot Thirteen (13), Block Four (4), 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 21, 2024