

**June 18, 2024**

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

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

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

**2. NEW BUSINESS:**

- a. Consideration of the Land Bank Minutes for the May 21st, 2024 meeting. (p.2)
- b. Discussion on the Olivia Farms Lift Station. (p.3)
- c. Consideration of the offer from C&C Homes 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 \$17,000.00. (p.4)

**3. ADJOURNMENT:**

## JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

May 21, 2024

6:50 p.m.

### CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, May 21st, 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 May 7th, 2024 Meeting was presented for consideration. Trustee Gordon moved to approve Land Bank Minutes for May 7th, 2024 Meeting, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Gordon, and Pinaire. Nays: None. Motion Carried.

The offer from Jeremy & Jessica Riley to purchase Lots 12 & 13, Block 4 Deer Creek Addition #3 in the amount of \$8,000.00 was presented. City Manager Dinkel gave details & answered questions. Trustee Larson moved to approve the offer from Jeremy & Jessica Riley to purchase Lots 12 & 13, Block 4 Deer Creek Addition #3 in the amount of \$8,000.00, seconded by Trustee Underhill. Ayes: Landes, Larson, Underhill, Pinaire, and Gordon. Nays: None. Motion Carried.

### ADJOURNMENT

Trustee Underhill moved, seconded by Trustee Gordon to adjourn at 6:52 p.m. Ayes: Landes, Larson, Underhill, Gordon, and Pinaire. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 18TH DAY OF JUNE AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR MAY 21ST, 2024.

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Tammy Melton, Secretary

Pat Landes, Chairman

May 21, 2024

# City of Junction City

## Land Bank

### Agenda Memo

06/18/2024

**From:** Allen Dinkel, City Manager

**To:** Land Bank Board

**Subject:** Oliva Farms Lift Station

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**Objective:** Discuss putting the lift Station in Olvia Farms into operation.

**Explanation of Issue:** Ray Ibarra says they are still working on this but will have estimated costs before the meeting.

**Staff Recommendation:** The key issue will be the cost for this project and how to price the lots involved.

# City of Junction City

## Land Bank

### Agenda Memo

06-13-2024

**From:** Allen Dinkel, City Manager

**To:** Land Bank Board

**Subject:** Land Bank Offer

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

**Explanation of Issue:** C & C Homes, LLC is offering to purchase Lots 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:** Consider raising amount to help cover the cost of the extension. We will have a more exact number for the station upgrade cost by Tuesday evening.

**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](http://www.kansasradonprogram.org).

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

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

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

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

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

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

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

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

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

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

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

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

## SELLER'S ESTIMATED PROCEEDS WORKSHEET

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

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

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

Seller's Estimated Proceeds Worksheet 2008

Land Bank, City of Junction City, Kansas

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

**POLICY NUMBER: 001**

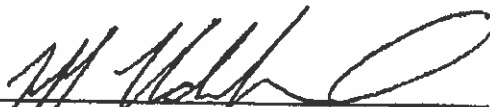
**REVISED: FEBRUARY 1, 2022**

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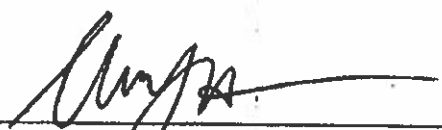
- I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for \$5,000.00 (five thousand dollars) per lot.
- II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more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

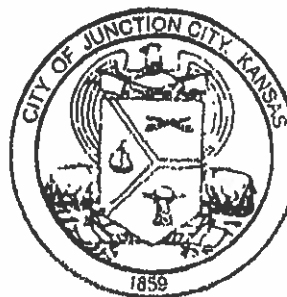
VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

**CITY OF JUNCTION CITY, KANSAS**

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

ATTEST:

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



DocuSigned by:  
  
\_\_\_\_\_  
Buyer 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  
18TH DAY OF JUNE 2024.

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Pat Landes  
Chairman

ATTEST:

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Ariana Diaz-Lorenzo, Secretary

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_ day of June, 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:

\_\_\_\_\_  
Ariana Diaz-Lorenzo  
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.

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Notary Public in and for said  
County and State

My Commission Expires:

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CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot 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

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

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

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

/s/ Ariana Diaz-Lorenzo

Land Bank Secretary

June 18, 2024