

**July 2, 2024**

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

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

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

**2. NEW BUSINESS:**

- a. Consideration of the Land Bank Minutes for the June 18th, 2024 meeting. (p.2)
- b. Consideration of the offer from Italian Development Group, Inc. to purchase Lots 32-36, Block 3; Deer Creek Addition #2 in the amount \$12,500.00. (p. 3)
- c. Consideration of the offer from Sanchez Construction LLC. to purchase Lots 16-20, Block 3; Deer Creek Additional #2, Lot 79-82, Block 2; Sutter Woods Subdivision, Lots 1, 2, 5, & 6, Block 7; Sutter Woods Subdivision, & Lot 39, Block 3; Sutter Highlands Subdivision in the amount \$35,000.00. (p.15)
- d. Consideration of the offer from Seth Nezos to purchase Lot 51, Block 3 Deer Creek Addition #2 in the amount \$5,000.00. (p.29)
- e. Consideration of the offer from Rolling Hills Construction, LLC (Zachary McDaniel) to purchase Lots 53 & 54, Block 3; Deer Creek Addition #2, Lot 5, Block 12; Sutter Highlands Subdivision, Lot 47 & 48, Block 4; Sutter Highlands Subdivision in the amount \$15,000.00. (p.43)

**3. ADJOURNMENT:**

## **JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES**

June 18th, 2024

6:45 p.m.

### **CALL TO ORDER**

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, June 18th, 2024 with Chairman Pat Landes presiding.

The following members of the Land Bank were present: Pat Landes, Ronna Larson, Al Gordon, and Richard Pinaire. Staff present was: Allen Dinkel, Ariana Diaz Lorenzo, and Britain Stites.

### **NEW BUSINESS**

Land Bank Minutes for the May 21st, 2024 Meeting was presented for consideration. Trustee Larson moved to approve Land Bank Minutes for May 21st, 2024 Meeting, seconded by Trustee Gordon. Ayes: Landes, Larson, Gordon, and Pinaire. Nays: None. Motion Carried.

Discussion on the Olivia Farms Lift Station was presented. City Manager Dinkel and Public Works Director Ibarra gave details and answered questions.

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 2<sup>nd</sup> Plat in the amount of \$17,000.00 was presented. City Manager Dinkel gave details & answered questions. Trustee Gordon moved to approve 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 2<sup>nd</sup> Plat in the amount of \$17,000.00, seconded by Trustee Larson. Ayes: Landes, Larson, Pinaire, and Gordon. Nays: None. Motion Carried.

### **ADJOURNMENT**

Trustee Gordon moved, seconded by Trustee Larson to adjourn at 6:49 p.m. Ayes: Landes, Larson, Gordon, and Pinaire. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 2ND DAY OF JULY AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR JUNE 18TH, 2024.

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Ariana Diaz Lorenzo, Secretary

Pat Landes, Chairman

June 18, 2024

# City of Junction City

## Land Bank

### Agenda Memo

06-26-2024

**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:** Italian Development Group, Inc. are offering to purchase Lots 32-36, Block 3; Deer Creek Addition #2 in the amount \$12,500.00.

**Options:**

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

**Staff Recommendation:** This is an offer of \$2,500 for each of 5 lots for a total of \$12,500. This is a standard offer allowed for contractors and developers that purchase 5 or more lots.

**Attachments:**

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



# VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: JUNCTION CITY LAND BANK (State marital status)

BUYER: Italian Development Group, Inc.

BUYER TAKING TITLE AS: ☐ JTWROS OR ☐ Tenants in Common

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

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

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

See Addendum 1

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

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

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

2. **PURCHASE PRICE:** The purchase price for the property is \$ 12,500.00  
which BUYER agrees to pay as follows:

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

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

Deposited with:

☐ \_\_\_\_\_ Listing Broker  
☒ 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 \$ 12,000.00

3. **CLOSING AND POSSESSION:** By September 27, 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.

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

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

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

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

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

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

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

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

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

- ☐ THE SELLER DISCLOSES the estimated annual special assessment tax is \_\_\_\_\_.
- ☐ THE SELLER DISCLOSES the actual annual special assessment tax is \_\_\_\_\_.

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

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

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

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

- a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
- b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

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

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

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

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

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

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

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

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

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

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

- ☐ SELLER'S Agent  
☐ Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)  
☒ Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker Agreement. SELLER is not being represented.  
☐ BUYER'S Agent and SELLER is not being represented  
☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not being represented.

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

- ☒ BUYER'S Agent  
☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker**)

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

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

**24. ADDITIONAL TERMS AND CONDITIONS.** The buyer is the owner of Italian Development Group and a licensed broker in the state of Kansas

**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.

DocuSigned by:

CASEY MARANSANI

6/21/2024

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SELLER JUNCTION CITY LAND BANK DATE

BUYER Italian Development Group, Inc. DATE

SELLER DATE

BUYER DATE

Coldwell Banker Patriot Realty

Prestige Realty & Associates

Name of Listing Brokerage (Please Print)

Name of Selling Brokerage (Please Print)

Lance Custer

Casey Maransani

Name of Licensee Assisting Seller (Please Print)

Name of Licensee Assisting Buyer (Please Print)

(785)226-0438 /

(620)232-0822 /

Listing Licensee Phone # Fax #

Selling Licensee Phone # Fax #

lance.custer@coldwellbanker.com

casey\_maransani@hotmail.com

Listing Licensee Email Address

Selling Licensee Email Address

BR00052930

BR0023517

Listing Agent License #

Selling Agent License #

BR00052930

BR00232151

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)

☐ Licensee Assisting Seller

DocuSigned by:

CASEY MARANSANI

26C5F24B480D404...

☒ Licensee Assisting Buyer

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**ADDENDUM 1**

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

The reference numbers for the lot to be purchased are:  
 00000 Bryan Court: R10922, R10923, R10924, R10925, R10818

See Legal Descriptions below:

R10922:DEER CREEK ADD #2 , BLOCK 3 , Lot 32 , SECTION 15 TOWNSHIP 12 RANGE 05  
 R10923:DEER CREEK ADD #2 , BLOCK 3 , Lot 33 , SECTION 15 TOWNSHIP 12 RANGE 05  
 R10924:DEER CREEK ADD #2 , BLOCK 3 , Lot 34 , SECTION 15 TOWNSHIP 12 RANGE 05  
 R10925:DEER CREEK ADD #2 , BLOCK 3 , Lot 35 , SECTION 15 TOWNSHIP 12 RANGE 05  
 R10818:DEER CREEK ADD #2 , BLOCK 3 , Lot 36 , 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:<br><i>CASEY MARANSANI</i><br>26C5F24B480D404... | 6/20/2024 |
| SELLER <b>JUNCTION CITY LAND BANK</b> | DATE | BUYER <b>Italian Development Group, Inc.</b>                   | DATE      |
| SELLER                                | DATE | BUYER                                                          | DATE      |

## SELLER'S ESTIMATED PROCEEDS WORKSHEET

1 **SELLER:** Junction City Land Bank  
 2 **PROPERTY:** 5 lots in Deer Creek  
 3 **ESTIMATED CLOSING DATE:** September 27, 2024  
 4 **PRICE:** ..... \$ 12,500.00

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

7 1st Mortgage /Deed of Trust ..... \$ .....  
 8 2nd Mortgage /Deed of Trust ..... \$ .....  
 9 Other Encumbrance ..... \$ .....  
 10 1st Mtg. Interest Proration: From ..... to ..... \$ .....  
 11 2nd Mtg. Interest Proration: From ..... to ..... \$ .....  
 12 Tax Proration: From ..... to ..... \$ .....  
 13 Mortgage Prepayment Penalty ..... \$ .....  
 14 Title Insurance Policy ..... \$ .....  
 15 Closing and Escrow Fee ..... \$ .....  
 16 Unpaid Assessments (if not assumed by buyer) ..... \$ .....  
 17 Listing Commission ..... \$ 2,500.00  
 18 Selling Commission ..... \$ 2,500.00  
 19 Broker's Administrative Commission ..... \$ .....  
 20 Marketing Fee ..... \$ .....  
 21 Homes Association Dues ..... \$ .....  
 22 Buyer's Closing Costs Paid by SELLER ..... \$ .....  
 23 Costs not payable by Buyer\* ..... \$ .....  
 24 FHA/VA or Lender Discount Points ..... \$ .....  
 25 Release of Lien Fees ..... \$ .....  
 26 Home Warranty Fee ..... \$ .....  
 27 Other ..... \$ .....

29 **Total to be paid at Closing** ..... \$ 5,000.00  
 30 **APPROXIMATE NET PROCEEDS** ..... \$ 7,500.00

31 **POTENTIAL ADDITIONAL EXPENSES**

32 Inspection Related Repairs ..... \$ .....  
 33 Wood Infestation Treatment ..... \$ .....  
 34 Other ..... \$ .....

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

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

42 **SELLER:** .....  
 43 ..... Date  
 44 **SELLER:** .....  
 45 ..... Date  
 46 **By:** Lance Custer 06/26/2024  
 47 Licensee ..... Date

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

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

Seller's Estimated Proceeds Worksheet 2008

RESOLUTION NO. 14-2024

A RESOLUTION APPROVING CONTRACT OF PURCHASE, DIRECTING NOTICE OF SALE AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE JUNCTION CITY LAND BANK TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING PROPERTY TO ITALIAN DEVELOPMENT GROUP, INC.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE JUNCTION CITY LAND BANK, THAT:

1. The Contract of Purchase between the Junction City Land Bank and Italian Development Group, Inc. 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 Thirty-Two (32), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Thirty-Three (33), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Thirty-Four (34), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Thirty-Five (35), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; and Lot Thirty-Six (36), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas to Italian Development Group, Inc.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

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

---

Pat Landes  
Chairman

ATTEST:

---

Ariana Diaz Lorenzo, Secretary

### **SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_\_ day of July, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Italian Development Group, Inc. as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Thirty-Two (32), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas  
Lot Thirty-Three (33), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas  
Lot Thirty-Four (34), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas  
Lot Thirty-Five (35), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas  
Lot Thirty-Six (36), Block Three (3), Deer Creek Addition Unit No. 2 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:

\_\_\_\_\_  
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.

\_\_\_\_\_  
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 Thirty-Two (32), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Thirty-Three (33), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Thirty-Four (34), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Thirty-Five (35), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Thirty-Six (36), Block Three (3), Deer Creek Addition Unit No. 2 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/ Ariana Diaz Lorenzo

Land Bank Secretary

July 2, 2024

# City of Junction City

## Land Bank

### Agenda Memo

06-26-2024

**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:** Sanchez Construction LLC. are offering to purchase Lots 16-20, Block 3; Deer Creek Additional #2, Lot 79-82, Block 2; Sutter Woods Subdivision, Lots 1, 2, 5, & 6, Block 7; Sutter Woods Subdivision, & Lot 39, Block 3; Sutter Highlands Subdivision in the amount \$35,000.00.

**Options:**

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

**Staff Recommendation:** This is a standard offer of \$2,500 for each of 14 lots for a total of \$35,000. This is a standard offer for contractors/developers that purchase 5 or more lots.

**Attachments:**

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



# VACANT LAND REAL ESTATE SALE CONTRACT

**THIS CONTRACT is made between:**

**SELLER: JUNCTION CITY LAND BANK** (State marital status)

**BUYER: Sanchez Construction LLC.**

**BUYER TAKING TITLE AS:** ☐ JTROS 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 \$ **35,000.00**  
 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 \$ **34,500.00**

**3. CLOSING AND POSSESSION:** By **September 27, 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.

Vacant Land Real Estate Sale Contract - 2017

Page 1 of 5



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

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

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

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

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

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

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

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

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

- ☐ THE SELLER DISCLOSES the estimated annual special assessment tax is \_\_\_\_\_.
- ☐ THE SELLER DISCLOSES the actual annual special assessment tax is \_\_\_\_\_.

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

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

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

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

- a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
- b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

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

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

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

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

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

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

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

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

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

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

- ☐ SELLER'S Agent  
☐ Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)  
☒ Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker Agreement. SELLER is not being represented.  
☐ BUYER'S Agent and SELLER is not being represented  
☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not being represented.

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

- ☒ BUYER'S Agent  
☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker**)

Vacant Land Real Estate Sale Contract - 2017

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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.**

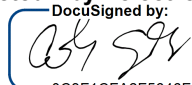
**24. ADDITIONAL TERMS AND CONDITIONS.** \_\_\_\_\_

**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.

**SELLER JUNCTION CITY LAND BANK** **DATE**

DocuSigned by:  
  
6/21/2024  
0C3F1CFA2F5646F...  
**BUYER Sanchez Construction LLC.** **DATE**

**SELLER** **DATE**

**BUYER** **DATE**

**Coldwell Banker Patriot Realty**  
Name of Listing Brokerage (Please Print)

**Prestige Realty & Associates**  
Name of Selling Brokerage (Please Print)

**Lance Custer**  
Name of Licensee Assisting Seller (Please Print)

**Casey Maransani**  
Name of Licensee Assisting Buyer (Please Print)

**(785)226-0438** /  
Listing Licensee Phone # Fax #

**(620)232-0822** /  
Selling Licensee Phone # Fax #

**lance.custer@coldwellbanker.com**  
Listing Licensee Email Address

**casey\_maransani@hotmail.com**  
Selling Licensee Email Address

**BR00052930**  
Listing Agent License #

**BR0023517**  
Selling Agent License #

**BR00052930**  
Supervising Broker License #

**BR00232151**  
Supervising Broker License #

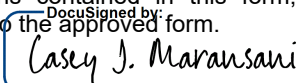
The **Effective Date** shall be the date of final acceptance by the last party to sign this agreement.

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

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

**(CHECK ONE)**

☐ Licensee Assisting Seller

DocuSigned by:  
  
26C5F24B480D404...  
☒ 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.

**ADDENDUM 1**

Addendum to contract dated June 20th, 2024 between:  
**JUNCTION CITY LAND BANK** (Sellers) and  
**Sanchez Construction LLC.** (Buyers) on property located  
 at See on Addendum 1, Junction City, KS 66441

The reference numbers for the lot to be purchased are  
 00000 Oakview Dr. R10910, R10911, R10912, R10913, R10914  
 00000 Sutterwoods Rd. R9409, R9408, R9407, R9406, R9509, R9510, R9513, R9514, R9084

**See Legal Descriptions below:**

R10910:DEER CREEK ADD #2 , BLOCK 3 , Lot 16 , SECTION 15 TOWNSHIP 12 RANGE 05  
 R10911:DEER CREEK ADD #2 , BLOCK 3 , Lot 17 , SECTION 15 TOWNSHIP 12 RANGE 05  
 R10912:DEER CREEK ADD #2 , BLOCK 3 , Lot 18 , SECTION 15 TOWNSHIP 12 RANGE 05  
 R10913:DEER CREEK ADD #2 , BLOCK 3 , Lot 19 , SECTION 15 TOWNSHIP 12 RANGE 05  
 R10914:DEER CREEK ADD #2 , BLOCK 3 , Lot 20 , SECTION 15 TOWNSHIP 12 RANGE 05  
 R9409:SUTTER WOODS SUB , BLOCK 2 , Lot 79 , SECTION 04 TOWNSHIP 12 RANGE 05  
 R9408:SUTTER WOODS SUB , BLOCK 2 , Lot 80 , SECTION 04 TOWNSHIP 12 RANGE 05  
 R9407:SUTTER WOODS SUB , BLOCK 2 , Lot 81 , SECTION 04 TOWNSHIP 12 RANGE 05  
 R9406:SUTTER WOODS SUB , BLOCK 2 , Lot 82 , SECTION 04 TOWNSHIP 12 RANGE 05  
 R9509:SUTTER WOODS SUB , BLOCK 7 , Lot 1 , SECTION 04 TOWNSHIP 12 RANGE 05  
 R9510:SUTTER WOODS SUB , BLOCK 7 , Lot 2 , SECTION 04 TOWNSHIP 12 RANGE 05  
 R9513:SUTTER WOODS SUB , BLOCK 7 , Lot 5 , SECTION 04 TOWNSHIP 12 RANGE 05  
 R9514:SUTTER WOODS SUB , BLOCK 7 , Lot 6 , SECTION 04 TOWNSHIP 12 RANGE 05  
 R9084:SUTTER HIGHLANDS SUB , BLOCK 3 , Lot 39 , SECTION 04 TOWNSHIP 12 RANGE 05

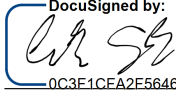
Buyer agrees to pay for owners title policy, all title company settlement fees, and closing fees, and any closing fees associated with transaction.

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

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

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

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

|                                       |      |                                                                                                                          |           |
|---------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------|-----------|
|                                       |      | DocuSigned by:<br><br>0C3F1CEA2E5646F | 6/20/2024 |
| SELLER <b>JUNCTION CITY LAND BANK</b> | DATE | BUYER <b>Sanchez Construction LLC.</b>                                                                                   | DATE      |
| SELLER                                | DATE | BUYER                                                                                                                    | DATE      |

## SELLER'S ESTIMATED PROCEEDS WORKSHEET

1 **SELLER:** Junction City Land Bank

2 **PROPERTY:** 14 lots in Deer Creek & Sutter Woods Sub

3 **ESTIMATED CLOSING DATE:** September 27, 2024

4 **PRICE:** ..... \$ 35,000.00

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

|    |                                                    |    |                 |
|----|----------------------------------------------------|----|-----------------|
| 7  | 1st Mortgage /Deed of Trust .....                  | \$ | _____           |
| 8  | 2nd Mortgage /Deed of Trust .....                  | \$ | _____           |
| 9  | Other Encumbrance .....                            | \$ | _____           |
| 10 | 1st Mtg. Interest Proration: From _____ to _____   | \$ | _____           |
| 11 | 2nd Mtg. Interest Proration: From _____ to _____   | \$ | _____           |
| 12 | Tax Proration: From _____ to _____                 | \$ | _____           |
| 13 | Mortgage Prepayment Penalty .....                  | \$ | _____           |
| 14 | Title Insurance Policy .....                       | \$ | _____           |
| 15 | Closing and Escrow Fee .....                       | \$ | _____           |
| 16 | Unpaid Assessments (if not assumed by buyer) ..... | \$ | _____           |
| 17 | Listing Commission .....                           | \$ | <u>7,000.00</u> |
| 18 | Selling Commission .....                           | \$ | <u>7,000.00</u> |
| 19 | Broker's Administrative Commission .....           | \$ | _____           |
| 20 | Marketing Fee .....                                | \$ | _____           |
| 21 | Homes Association Dues .....                       | \$ | _____           |
| 22 | Buyer's Closing Costs Paid by SELLER .....         | \$ | _____           |
| 23 | Costs not payable by Buyer* .....                  | \$ | _____           |
| 24 | FHA/VA or Lender Discount Points .....             | \$ | _____           |
| 25 | Release of Lien Fees .....                         | \$ | _____           |
| 26 | Home Warranty Fee .....                            | \$ | _____           |
| 27 | Other .....                                        | \$ | _____           |

29 **Total to be paid at Closing** ..... \$ 14,000.00

30 **APPROXIMATE NET PROCEEDS** ..... \$ 21,000.00

31 **POTENTIAL ADDITIONAL EXPENSES**

|    |                                  |    |       |
|----|----------------------------------|----|-------|
| 32 | Inspection Related Repairs ..... | \$ | _____ |
| 33 | Wood Infestation Treatment ..... | \$ | _____ |
| 34 | Other .....                      | \$ | _____ |

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

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

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

43 \_\_\_\_\_ Date

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

45 \_\_\_\_\_ Date

46 **By:** Lance Custer 06/26/2024

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

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

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

Seller's Estimated Proceeds Worksheet 2008

## RESOLUTION NO. 15-2024

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 SANCHEZ 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 Sanchez 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 Sixteen (16), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Seventeen (17), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Eighteen (18), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Nineteen (19), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Twenty (20), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Seventy-nine (79), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Eighty (80), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Eighty-one (81), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot Eighty-two (82), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas; Lot One (1), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas; Lot Two (2), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas; Lot Five (5), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas; Lot Six (6), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas; and Lot Thirty-nine (39), Block Three (3), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas to Sanchez 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  
2ND DAY OF JULY 2024.

---

Pat Landes  
Chairman

ATTEST:

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Ariana Diaz Lorenzo, Secretary



### **SPECIAL WARRANTY DEED**

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

WITNESSETH, that Grantor, in consideration of the sum of Thirty-Five Thousand and no/100 Dollars (\$35,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Sixteen (16), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Seventeen (17), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Eighteen (18), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Nineteen (19), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Twenty (20), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Seventy-nine (79), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Eighty (80), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Eighty-one (81), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot Eighty-two (82), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas

Lot One (1), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Two (2), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Five (5), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Six (6), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Thirty-nine (39), Block Three (3), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

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

ATTEST:

\_\_\_\_\_  
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.

\_\_\_\_\_  
Notary Public in and for said  
County and State

My Commission Expires:

\_\_\_\_\_  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal, the day and year last above written.

## 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 Sixteen (16), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas  
Lot Seventeen (17), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas  
Lot Eighteen (18), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas  
Lot Nineteen (19), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas  
Lot Twenty (20), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas  
Lot Seventy-nine (79), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas  
Lot Eighty (80), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas  
Lot Eighty-one (81), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas  
Lot Eighty-two (82), Block Two (2), Sutter Woods Subdivision, a Subdivision in the City of Junction City, Geary County, Kansas  
Lot One (1), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas  
Lot Two (2), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas  
Lot Five (5), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas  
Lot Six (6), Block Seven (7), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas  
Lot Thirty-nine (39), Block Three (3), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

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

/s/ Ariana Diaz Lorenzo

Land Bank Secretary

July 2, 2024

# City of Junction City

## Land Bank

### Agenda Memo

06-26-2024

**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:** Seth Nezos is offering to purchase Lot R10936 Arrowhead Court in the amount \$5,000.00.

**Options:**

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

**Staff Recommendation:**

**Attachments:**

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

# VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

**SELLER:** Junction City Land Bank (State marital status)

**BUYER:** Seth Nezos

**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:

|                                      |               |              |            |               |
|--------------------------------------|---------------|--------------|------------|---------------|
| R10936 Arrowhead Ct                  | 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)  
Lot 51 Block 3, Deer Creek Addition #2

(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 \$ 5,000.00  
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 \$ 4,500.00

3. **CLOSING AND POSSESSION:** By August 29, 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):

|                                                                          |                                                         |
|--------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Contingency for Sale and/or Closing Addendum    | <input checked="" type="checkbox"/> Other: Addendum 1   |
| <input type="checkbox"/> Seller's Land Disclosure and Condition Addendum | <input type="checkbox"/> Other: Pricing Policy Addendum |

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

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

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

- ☐ THE SELLER DISCLOSES the estimated annual special assessment tax is \_\_\_\_\_.
- ☐ THE SELLER DISCLOSES the actual annual special assessment tax is \_\_\_\_\_.

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

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

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

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

- a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
- b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

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

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



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

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

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

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

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

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

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

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

- ☐ SELLER'S Agent  
☐ Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)  
☒ Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker Agreement. SELLER is not being represented.  
☐ BUYER'S Agent and SELLER is not being represented  
☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not being represented.

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

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

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

- ☒ 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.

Seth Nezos

06/27/2024

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Coldwell Banker Patriot Realty  
Name of Listing Brokerage (Please Print) Name of Selling Brokerage (Please Print)

Lance Custer  
Name of Licensee Assisting Seller (Please Print) Name of Licensee Assisting Buyer (Please Print)

(785) 762 - 4663 / \_\_\_\_\_  
Listing Licensee Phone # Fax # Selling Licensee Phone # / \_\_\_\_\_ Fax #

lance@cbpatriotrealty.com  
Listing Licensee Email Address Selling Licensee Email Address

BR00052930  
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)**

☐ Licensee Assisting Seller ☐ 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  
Seth Nezos \_\_\_\_\_ (Buyers) on property located  
at R10936 Arrowhead Ct \_\_\_\_\_

The reference number for the lot to be purchased is R10936.

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 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 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 understands that the buyer will be responsible for maintaining the lot according to city ordinance after closing.

|        |                   |                   |
|--------|-------------------|-------------------|
| _____  | <u>Seth Nezos</u> | <u>06/27/2024</u> |
| SELLER | DATE              | BUYER             |
| _____  | _____             | _____             |
| SELLER | DATE              | BUYER             |
| _____  | _____             | _____             |
| SELLER | DATE              | BUYER             |
| _____  | _____             | _____             |
| SELLER | DATE              | BUYER             |
| _____  | _____             | _____             |
| SELLER | DATE              | BUYER             |



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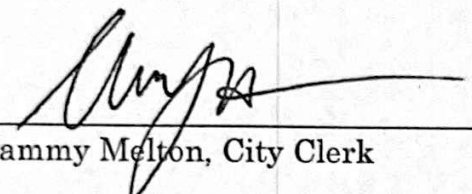
- I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for \$5,000.00 (five thousand dollars) per lot.
- II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more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



Seth Nezos

06/17/2024

Buyer

Date

Buyer

Date



## SELLER'S ESTIMATED PROCEEDS WORKSHEET

**1 SELLER:** Junction City Land Bank  
**2 PROPERTY:** R10936 Arrowhead Ct  
**3 ESTIMATED CLOSING DATE:** August 29, 2024  
**4 PRICE:** ..... \$ 5,000.00

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

|           |                                                    |                  |
|-----------|----------------------------------------------------|------------------|
| <b>7</b>  | 1st Mortgage /Deed of Trust .....                  | \$ .....         |
| <b>8</b>  | 2nd Mortgage /Deed of Trust .....                  | \$ .....         |
| <b>9</b>  | Other Encumbrance .....                            | \$ .....         |
| <b>10</b> | 1st Mtg. Interest Proration: From _____ to _____   | \$ .....         |
| <b>11</b> | 2nd Mtg. Interest Proration: From _____ to _____   | \$ .....         |
| <b>12</b> | Tax Proration: From _____ to _____                 | \$ .....         |
| <b>13</b> | Mortgage Prepayment Penalty .....                  | \$ .....         |
| <b>14</b> | Title Insurance Policy .....                       | \$ .....         |
| <b>15</b> | Closing and Escrow Fee .....                       | \$ .....         |
| <b>16</b> | Unpaid Assessments (if not assumed by buyer) ..... | \$ .....         |
| <b>17</b> | Listing Commission .....                           | \$ <u>500.00</u> |
| <b>18</b> | Selling Commission .....                           | \$ <u>500.00</u> |
| <b>19</b> | Broker's Administrative Commission .....           | \$ .....         |
| <b>20</b> | Marketing Fee .....                                | \$ .....         |
| <b>21</b> | Homes Association Dues .....                       | \$ .....         |
| <b>22</b> | Buyer's Closing Costs Paid by SELLER .....         | \$ .....         |
| <b>23</b> | Costs not payable by Buyer* .....                  | \$ .....         |
| <b>24</b> | FHA/VA or Lender Discount Points .....             | \$ .....         |
| <b>25</b> | Release of Lien Fees .....                         | \$ .....         |
| <b>26</b> | Home Warranty Fee .....                            | \$ .....         |
| <b>27</b> | Other .....                                        | \$ .....         |

**29 Total to be paid at Closing** ..... \$ 1,000.00  
**30 APPROXIMATE NET PROCEEDS** ..... \$ 4,000.00

**31 POTENTIAL ADDITIONAL EXPENSES**

|           |                                  |          |
|-----------|----------------------------------|----------|
| <b>32</b> | Inspection Related Repairs ..... | \$ ..... |
| <b>33</b> | Wood Infestation Treatment ..... | \$ ..... |
| <b>34</b> | Other .....                      | \$ ..... |

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.

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

**42 SELLER:** \_\_\_\_\_ **Date** \_\_\_\_\_  
**44 SELLER:** \_\_\_\_\_ **Date** \_\_\_\_\_  
**45 By:** Lance Custer 06/19/2024 **Date** \_\_\_\_\_  
**47** Licensee **Date** \_\_\_\_\_

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

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

Seller's Estimated Proceeds Worksheet 2008

RESOLUTION NO. 16-2024

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 SETH NEZOS.

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 Seth Nezos 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 Fifty-One (51), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas to Seth Nezos.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

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

---

Pat Landes  
Chairman

ATTEST:

---

Ariana Diaz Lorenzo, Secretary

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_\_ day of July, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Seth Nezos as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Five Thousand and no/100 Dollars (\$5,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Fifty-One (51), Block Three (3), Deer Creek Addition Unit No. 2 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:

\_\_\_\_\_  
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.

\_\_\_\_\_  
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 Fifty-One (51), Block Three (3), Deer Creek Addition Unit No. 2 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/ Ariana Diaz Lorenzo

Land Bank Secretary

July 2, 2024

# City of Junction City

## Land Bank

### Agenda Memo

06-26-2024

**From:** Allen Dinkel, City Manager

**To:** Land Bank Board

**Subject:** Land Bank Offer

---

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

**Explanation of Issue:** Rolling Hills Construction, LLC (Zachary McDaniel) is offering to purchase Lots 53 & 54, Block 3; Deer Creek Addition #2, Lot 5, Block 12; Sutter Highlands Subdivision, Lot 47 & 48, Block 4; Sutter Highlands Subdivision in the amount \$15,000.00.

**Options:**

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

**Staff Recommendation:** This is a standard offer of \$2,500 per lot allowed for contractors or developers for each of 6 lots for a total of \$15,000.

**Attachments:**

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

# VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

**SELLER:** Junction City Land Bank (State marital status)

**BUYER:** Rolling Hills Construction, LLC (Zachary McDaniel)

**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                                 | 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)

DEER CREEK ADD #2, BLOCK 3, Lot 53 & 54; SUTTER HIGHLANDS SUB, BLOCK 12, Lot 5, BLOCK 4, Lot 23; SUTTER HIGHLANDS SUB, BLOCK 4, Lot 47 & 48.

(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 \$ 15,000.00 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:

☒ Junction City Abstract and Title Listing Broker  
☐ 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 \$ 15,000.00

3. **CLOSING AND POSSESSION:** By August 26, 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

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

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

- ☐ THE SELLER DISCLOSES the estimated annual special assessment tax is \_\_\_\_\_.
- ☐ THE SELLER DISCLOSES the actual annual special assessment tax is \_\_\_\_\_.

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

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

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

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

- a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
- b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

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

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

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

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

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

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

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

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

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

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

- ☐ SELLER'S Agent  
☐ Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)  
☒ Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker Agreement. SELLER is not being represented.  
☐ BUYER'S Agent and SELLER is not being represented  
☐ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not being represented.

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

- ☐ BUYER'S Agent  
☐ 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.

|                                                  |             |                                                 |             |
|--------------------------------------------------|-------------|-------------------------------------------------|-------------|
| <u>Rolling Hills Construction, 06/27/2024</u>    |             |                                                 |             |
| <b>SELLER</b>                                    | <b>DATE</b> | <b>BUYER</b> <u>(Zachary McDaniel)</u>          | <b>DATE</b> |
| <b>SELLER</b>                                    |             | <b>BUYER</b>                                    |             |
| <b>DATE</b>                                      |             | <b>DATE</b>                                     |             |
| 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@cbpatriotrealty.com                        |             | matthew.rayburn@coldwellbanker.com              |             |
| Listing Licensee Email Address                   |             | Selling Licensee Email Address                  |             |
| BR00052930                                       |             | SP00243855                                      |             |
| Listing Agent License #                          |             | Selling Agent License #                         |             |
| 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)**

☐ Licensee Assisting Seller

Matthew Rayburn

☒ 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.

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## ADDENDUM Land Bank Lots

Addendum to contract dated \_\_\_\_\_ between:  
Junction City Land Bank \_\_\_\_\_ (Sellers) and  
Rolling Hills Construction, LLC (Zachary McDaniel) \_\_\_\_\_ (Buyers) on property located  
at R10938 R10939 R9277 R9134 R9159 R9158 \_\_\_\_\_

The Reference number for the lots to be purchased are R10938, R10939, R9277, R9134, R9159, R9158

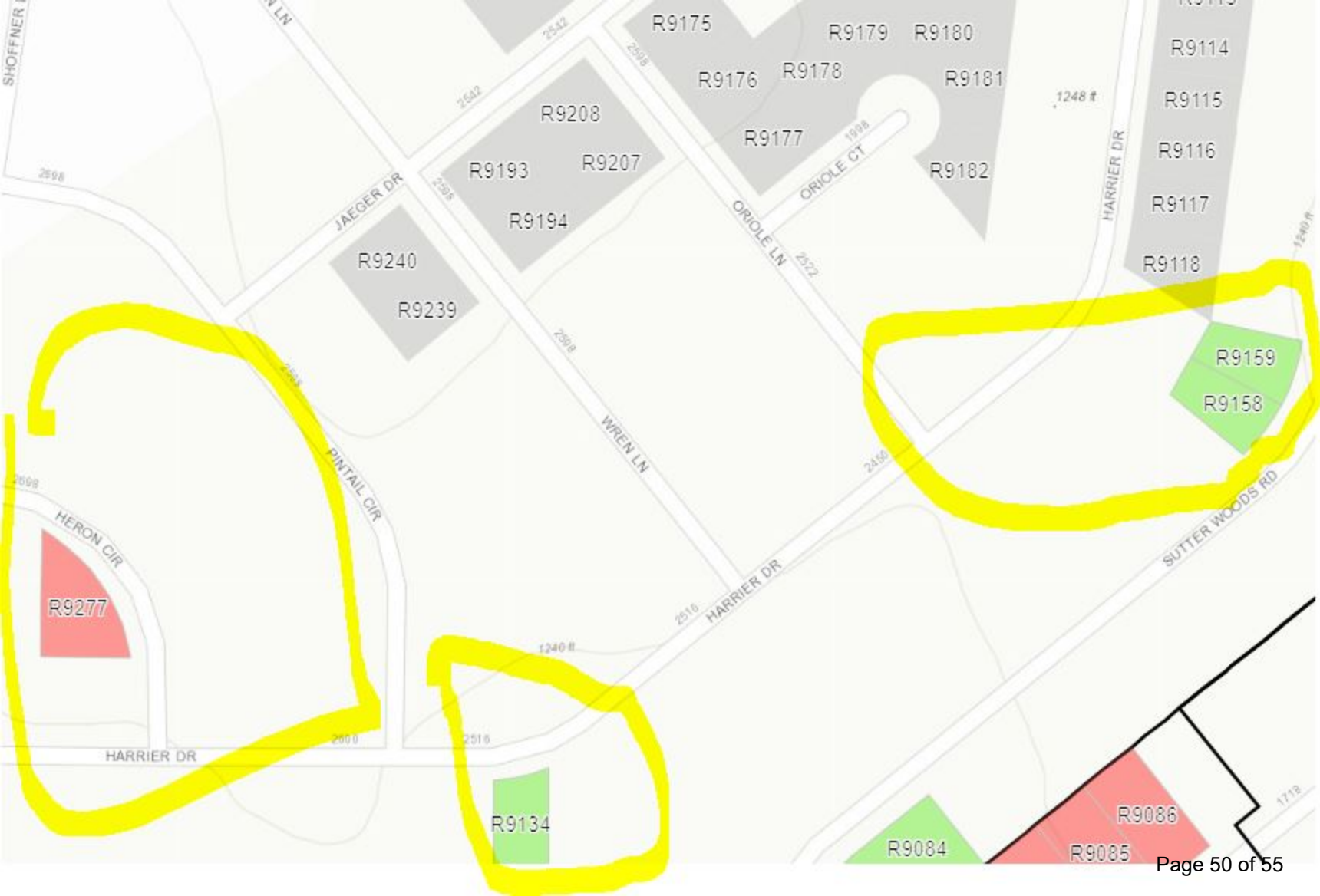
The buyer agrees to pay for the owner title policy, all the title company settlement fees and any closing fees and publication fees associated with the transaction.

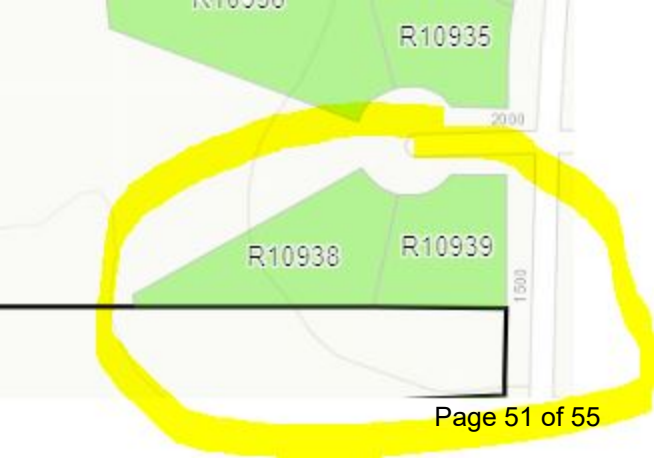
Buyers assume all responsibility for verifying with the appropriate providers the suitability for the lot(s) for buyer's intended building purpose. Buyers further acknowledge that there may or may not be electrical power servicing the area, regardless of what may be indicated on the jclandbanklots.com 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 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 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 understands that the buyer will be responsible for maintaining the lot according to city ordinance after closing.

|        |                                 |            |
|--------|---------------------------------|------------|
| _____  | Rolling Hills Construction, LLC | 06/27/2024 |
| SELLER | DATE                            | DATE       |
| _____  | Zachary McDaniel                | _____      |
| SELLER | DATE                            | DATE       |





RESOLUTION NO. 17-2024

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 ROLLING HILLS CONSTRUCTION, LLC (ZACHARY MCDANIEL).

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 Rolling Hills Construction, LLC (Zachary McDaniel) 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 Fifty-Three (53), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Fifty-Four (54), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas; Lot Five (5), Block Twelve (12), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas; Lot Twenty-three (23), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas; Lot Forty-seven (47), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas; and Lot Forty-eight (48), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas to Rolling Hills Construction, LLC (Zachary McDaniel).
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

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

---

Pat Landes  
Chairman

ATTEST:

---

Ariana Diaz Lorenzo, Secretary

### **SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_ day of July, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Rolling Hills Construction, LLC (Zachary McDaniel) as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Fifty-Three (53), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Fifty-Four (54), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Five (5), Block Twelve (12), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Twenty-three (23), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Forty-seven (47), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Forty-eight (48), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

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.

\_\_\_\_\_  
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 Fifty-Three (53), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Fifty-Four (54), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot Five (5), Block Twelve (12), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Twenty-three (23), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Forty-seven (47), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

Lot Forty-eight (48), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition, Unit No. 1, and a Final Plat of an adjacent tract to the City of Junction City, Geary County, Kansas

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

July 2, 2024