September 17, 2024

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

Pat Landes
Ronna Larson
Jeff Underhill
Al Gordon
Richard Pinaire

1. **6:50 P.M. - CALL TO ORDER:**
2. **NEW BUSINESS:**
   a. Consideration of Land Bank Minutes from the September 3rd, 2024 Meeting. (p.2)
   b. Consideration of the offer from Perry & Cheryl Martin to purchase Lots 19-21, Block 2; Manns Ranch Addition #1 & Lot 60, Block 2; Sutter Woods Subdivision in the amount $20,000. (p.3)
   c. Consideration of the offer from Patrick & Jonnie C. Farr to purchase Lot 45, Block 2; Sutter Woods Subdivision in the amount $5,000. (p.24)
   d. Consideration of the Amendment to Land Bank Resolution No. 18-2024, removing Lots 14 & 15, Block 1; Sutter Highlands Subdivision from the SilverRock Ventures, LLC. that was approved July 16th, 2024 offer & adding Lots 36 & 37, Block 1; Sutter Highlands Subdivision. (p.44)
3. **ADJOURNMENT:**

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

September 3rd, 2024 6:45 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, September 3rd, 2024 with Chairman Pat Landes presiding.

The following members of the Land Bank were present: Pat Landes, Jeff Underhill, Ronna Larson, & Richard Pinaire. Staff present was: Gerry Vernon, Ariana Diaz Lorenzo, Jamel Wilcox and Britain Stites.

NEW BUSINESS

Land Bank Minutes for the August 20th, 2024 Meeting was presented for consideration. Trustee Larson moved to approve Land Bank Minutes for August 20th, 2024 Meeting, seconded by Trustee Pinaire. Ayes: Landes, Underhill, Larson, & Pinaire. Nays: None. Motion Carried.

The offer from Tim & Jennifer Boos to purchase Lot 7, Block 11; Sutter Woods Subdivision, Lot 29, Block 8; Sutter Wood Subdivision, Lot 7, Block 9; Sutter Wood Division, Lot 7, Block 1; Sutter Wood Subdivision, Lot 9, Block 4; Deer Creek Addition, Lot 16, Block 4; Deer Creek Addition, Lot 39, Block 3; Deer Creek Addition #2, & Lot 6, Block 7; Spring Valley Addition #2 in the amount $20,000 was presented. Trustee Underhill moved to approve the offer from Tim & Jennifer Boos to purchase Lot 7, Block 11; Sutter Woods Subdivision, Lot 29, Block 8; Sutter Wood Subdivision, Lot 7, Block 9; Sutter Wood Division, Lot 7, Block 1; Sutter Wood Subdivision, Lot 9, Block 4; Deer Creek Addition, Lot 16, Block 4; Deer Creek Addition, Lot 39, Block 3; Deer Creek Addition #2, & Lot 6, Block 7; Spring Valley Addition #2 in the amount $20,000, seconded by Trustee Larson. Ayes: Landes, Underhill, Larson, & Pinaire. Nays: None. Motion Carried.

ADJOURNMENT

Trustee Underhill moved, seconded by Trustee Larson to adjourn at 6:46 p.m. Ayes: Landes, Larson, & Pinaire. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 17TH DAY OF SEPTEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR SEPTEMBER 3RD, 2024.

_____

Ariana Diaz Lorenzo, Secretary Pat Landes, Chairman

City of Junction City

Land Bank

Agenda Memo

09-17-2024

From: Gerry Vernon, Interim City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: Perry & Cheryl Martin are offering to purchase Lots 19-21, Block 2; Manns Ranch Addition #1 & Lot 60, Block 2; Sutter Woods Subdivision in the amount $20,000.

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

Staff Recommendation: This is a standard offer of $5,000 for each of 4 lots for a total of $20,000.

Attachments:

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

KANSAS ASSOCIATION OF REALTORS®

VACANT RESIDENTIAL LAND REAL ESTATE CONTRACT

Document updated: April 2016

1. PARTIES: The parties to this Contract are: (Print Names and Indicate Marital Status)

SELLER: Junction City Land Bank ☐ MARRIED

BUYER: Perry and Cheryl Martin ☒ MARRIED

2. EFFECTIVE DATE OF THE CONTRACT: The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. AGREEMENT TO SELL AND PROPERTY ADDRESS: BUYER agrees to purchase and SELLER agrees to sell the following-described real property (the "Property"):

SUBDIVISION: Manns Ranch and Sutter Woods **PLAT NO:** _____ **LOT NO:** _____ **BLOCK NO:** 2

STREET ADDRESS: 0000 Buckshot Dr (R9091,R9092,R9093) & 0000 Sutter Woods (R9429)

CITY: Junction City **COUNTY:** Geary **STATE:** KS **ZIP CODE:** 66441

LEGAL DESCRIPTION:

MANNS RANCH ADD #1 , BLOCK 2 , Lot 19, 20 & 21 and SUTTER WOODS SUB , BLOCK 2 , Lot 60

4. PURCHASE PRICE OF THE PROPERTY: BUYER shall pay $20,000.00 to the SELLER as the Purchase Price as consideration for the purchase of the Property in the manner as follows:

A. **EARNEST MONEY** (See Section 7): $ 500.00

B. **NEW MORTGAGE** (See Section 8): $ _____

C. **OTHER FUNDS:** _____ $ _____

D. **APPROXIMATE BALANCE DUE FROM BUYER** at the time of Closing, excluding adjustments and pro-rations, financing as set forth in the Contract or the attached financing addendum, closing costs and any pre-paid expenses (if any). Amount shall be in the form of Cash, Certified, Cashier's Check or wired funds on the date of Closing. $ 19,500.00

E. **OTHER SELLER PAID COSTS IN ADDITION TO COSTS SPECIFIED ABOVE**, SELLER agrees to pay BUYER'S other allowable closing costs or pre-paid expenses not to exceed (this amount ☐ shall ☐ shall not include the amount of any title insurance charges and closing agent fees the SELLER has also agreed to pay under Sections 5 and 20 of this Contract): $ 0.00

5. CLOSING AND POSSESSION:

A. Closing shall be completed on or before November 29, 2024 (the "Closing Date"). SELLER shall deliver possession of the Property to the BUYER on or before November 29, 2024 (the "Possession Date").

B. If the SELLER is unable to provide clear title to the Property on or before the Closing Date, but the clearing of the title is in process, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.

C. ☒ BUYER ☐ SELLER ☐ BUYER and SELLER equally shall pay any closing agent fees.

6. PERSONAL PROPERTY: Personal property is ☐ included ☒ not included in the sale of the Property. If personal property is included, please specify below:

BUYER'S INITIALS _____

SELLER'S INITIALS _____

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7. EARNEST MONEY:

A. BUYER agrees to deposit $500.00 as Earnest Money in the form of ☐ Cash ☒ Personal Check ☐ Money Order ☐ Cashier's Check ☐ Other _____ with Junction City Abstract and Title (the name of the earnest money holder) as a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.

B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on the funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.

C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation or default, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be paid prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.

D. If either the BUYER or SELLER cancels this Contract as provided under one of the provisions concerning appraisals, financing, inspections, liens or title evidence contained in this Contract, BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.

F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.

G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.

H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, the BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

8. ☐ NEW MORTGAGE FINANCING CONTINGENCY (Section must be checked if applicable):

A. This Contract shall be contingent upon the BUYER obtaining mortgage financing to purchase the Property. BUYER will obtain a mortgage loan in the principal amount of $_____ plus financed mortgage insurance premiums (if any) at an initial rate not to exceed _____% for a term of not more than _____ years.

B. BUYER shall complete a written application for the mortgage loan and pay the fees required by the mortgage lender within _____ calendar days (15 if left blank) after the Effective Date of this Contract.

C. BUYER agrees to make a good faith effort to obtain a commitment for the mortgage loan within _____ calendar days (45 if left blank) after the Effective Date of this Contract or by the Closing Date, whichever is earlier. In the event that the BUYER is unable to obtain a financing commitment within the time frame specified in this subsection, the BUYER shall notify the SELLER or the real estate licensee assisting the SELLER in writing and, if requested by the SELLER or the real estate licensee assisting the SELLER, provide satisfactory written evidence of rejection.

D. Once the SELLER has received the required written notice that the BUYER has been unable to obtain a commitment for a mortgage loan and the SELLER cannot or elects not to assist the BUYER in obtaining the required mortgage financing, this Contract shall be cancelled and the Earnest Money and all refundable deposits paid by the BUYER pursuant to this Contract shall be refunded to the BUYER subject to the terms and conditions contained in this Contract.

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9. ☐ **APPRAISED VALUE CONTINGENCY** (Section must be checked if applicable):

A. When the purchase of the Property is not contingent upon the BUYER obtaining new mortgage financing under this Contract, BUYER may obtain at BUYER'S sole expense an appraisal of the value of the Property by an independent licensed real estate appraiser within _____ calendar days (ten if left blank) after the Effective Date of this Contract.

B. Notwithstanding any other terms and conditions of this Contract, if the final appraised value of the Property as determined by the BUYER'S appraiser is not equal to or greater than the Purchase Price, BUYER may send a written notice informing the SELLER of the BUYER'S request to renegotiate the Purchase Price under this Contract. This written notice shall contain a complete copy of the appraisal report prepared by the BUYER'S appraiser.

C. Within five (5) business days after the SELLER'S receipt of the BUYER'S written request for the renegotiation of the Purchase Price under this Contract, BUYER and SELLER may keep the Contract in effect by agreeing to a Purchase Price that is agreeable to both the BUYER and SELLER and signing an addendum to the Contract containing the agreed upon Purchase Price.

D. If BUYER and SELLER cannot agree in writing to a Purchase Price that is agreeable to both parties within the time frame allowed under this section, this Contract shall be cancelled and the BUYER'S Earnest Money and any additional deposits shall be returned to the BUYER subject to the provisions of this Contract.

10. CONDITION OF PROPERTY:

☐ This Contract shall be contingent upon the SELLER's completion of and the BUYER's signature on the Vacant Residential Land Property Disclosure Statement (the "Statement"). In the event that the BUYER fails to sign and accept the Property with the defects disclosed in the Statement, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract. SELLER affirms that the information contained in the Statement is correct as of the Effective Date of this Contract.

☒ This Contract shall not be contingent upon the SELLER'S completion of and the BUYER'S signature on the Residential Property Disclosure Statement. SELLER agrees and acknowledges that this does not relieve the SELLER of the obligation to disclose all material facts actually known about the condition of the Property to the BUYER.

11. PAYMENT OF HOMEOWNERS' ASSOCIATION CHARGES, SPECIAL ASSESSMENTS AND TAXES:

A. SELLER represents and warrants that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER.

B. BUYER and SELLER agree that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by ☐ BUYER ☐ SELLER ☐ pro-rated between the BUYER and SELLER on the Closing Date.

C. If the amount of any homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER's warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.

D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, BUYER and SELLER will agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.

E. BUYER acknowledges that the assessed valuation, classification, mill levy rate and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.

F. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessments except as accurately and completely disclosed on the Vacant Residential Land Property Disclosure Statement or the Special Assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors, from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has given regarding any easements or sewer, street or other proposed special assessments on the Property.

12. HOMEOWNERS' ASSOCIATION OR COMMON INTEREST COMMUNITY:

A. SELLER agrees to disclose, to the best of his or her knowledge, whether the Property is subject to a homeowners' association or other common interest community and whether the Property is subject to any assessments charges, dues or fees.

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B. To the best of the SELLER'S knowledge:

☒ There is no active homeowners' association or common interest community in the area and the Property is not subject to any assessments, charges, dues or fees. SELLER has never been billed or paid any assessments, charges, dues or fees for the Property and, to the best of the SELLER'S knowledge, there are no such assessments, charges, dues or fees outstanding on the Property that might form the basis of a lien imposed upon the Property.

☐ SELLER discloses and BUYER acknowledges that the Property is subject to a homeowners' association or other common interest community and that an assessment, charge, dues or fee shall be assessed against the Property in the amount of $_____ per ☐ month ☐ quarter ☐ year and are subject to adjustment at the sole discretion of the homeowners' association or common interest community. SELLER agrees to provide a current copy of any bylaws, declarations, covenants and rules and regulations of the homeowners' association or common interest community to the BUYER prior to the Closing Date.

C. SELLER warrants that the SELLER has no knowledge of whether the Property is subject to a homeowners' association or other common interest community for which the Property shall be subject to any assessments, charges, dues or fees except as accurately and completely disclosed in this Contract or any addendums to this Contract. SELLER agrees to defend, indemnify and hold the BUYER harmless from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from an obligation for payment of any assessments, charges, dues or fees to any homeowners' association or common interest community that were due prior to the Closing Date.

D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has provided to the BUYER regarding homeowners' associations or other common interest communities.

13. SURVEY OF THE PROPERTY:

A. BUYER and SELLER agree that:

(1) ☐ A "staked" boundary survey of the Property shall be obtained at the ☐ BUYER'S expense ☐ SELLER'S expense ☐ divided equally between the BUYER'S and SELLER'S expense; or

(2) ☒ No "staked" boundary survey will be performed as part of this Contract.

B. BUYER understands that the lender may order a survey called a "Mortgagee Title Inspection" on the Property, which does not include the staking of property corners. BUYER is also aware that title insurance may not cover survey-related issues, even if a recent survey has been completed. The title policy furnished to the BUYER under this Contract will contain a survey exception under Schedule B unless the BUYER provides a boundary survey to the title company at the BUYER'S expense.

C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) relating to any acreage matters, boundary line disputes, defects, encroachments, overlaps, or other matters that would have been disclosed or discovered by a survey.

D. SELLER represents and warrants that there is ingress and egress to the Property.

14. LIENS ON THE PROPERTY:

A. SELLER represents and warrants that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, portion of the Property or item of personal property included in the sale of the Property under this Contract.

B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.

C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.

D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid chattel mortgages, conditional sales contracts, financing statement, liens or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

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15. INSPECTIONS OF THE PROPERTY:

A. Subject to any inspections permitted by this Contract and the potential cancellation of the Contract due to the discovery of Unacceptable Conditions contained in this section, **BUYER AGREES TO PURCHASE AND ACCEPT THE PROPERTY AS IS IN ITS CURRENT CONDITION ONLY, WITHOUT GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.** This shall not be deemed to be a waiver or modification of any implied warranties that may exist.

B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any claim, right or cause of action relating to or arising from any condition of the Property that would have been apparent had inspections been performed.

C. BUYER shall ☐ carefully inspect the Property ☒ waive the right to conduct due diligence and conduct or obtain inspections on the Property. BUYER agrees that the BUYER was given the right to conduct due diligence and conduct or obtain inspections on the Property and that any inspections not conducted or obtained were waived by the BUYER.

BUYER'S INITIALS _____ BUYER'S INITIALS _____ (BUYER(S) MUST INITIAL THESE BLANKS)

D. BUYER may conduct and obtain any inspections or re-inspections on the Property desired by the BUYER at BUYER'S sole expense. Unless otherwise specified in this Contract, all of the inspections desired by the BUYER shall be completed by a qualified professional within _____ calendar days (ten if left blank) after the Effective Date of this Contract.

E. SELLER agrees to provide BUYER and any qualified professionals engaged by the BUYER with reasonable access to the Property to conduct inspections, re-inspections, inspections of any corrective measures completed by the SELLER and final walk-throughs prior to closing. BUYER shall be responsible for and pay for any damage to the Property resulting from any inspections conducted or obtained by the BUYER.

F. If an inspection conducted or obtained by the BUYER reveals Unacceptable Conditions, the BUYER shall provide a copy of the written inspection report to the SELLER and the real estate licensee assisting the SELLER within _____ (ten if left blank) calendar days after the Effective Date of this Contract. An "Unacceptable Condition" means any condition identified in a written inspection report prepared by an independent qualified professional that is unacceptable to the BUYER. BUYER and SELLER agree to provide all written inspection reports to all real estate licensees involved in this transaction.

G. Upon the receipt of the written inspection report identifying the Unacceptable Conditions, SELLER agrees to complete or pay for the remediation or repair of any Unacceptable Conditions identified by the BUYER, provided that the total cost for all remediation or repairs resulting from the Unacceptable Conditions does not exceed $_____ (zero if left blank).

H. If the costs of the remediation or repair for Unacceptable Conditions exceed the amount specified above, the BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs for remediation or repair of the Unacceptable Conditions. If the BUYER and SELLER cannot agree on the payment of the excess costs to remediate or repair the Unacceptable Conditions identified by the BUYER, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.

I. BUYER agrees and acknowledges that no important representations of the SELLER nor any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

_____

_____

_____

_____

J. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.

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K. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.

16. POTENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY:

A. Kansas state 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.

B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the potential proximity of registered offenders to the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of registered offenders residing within relative proximity to the Property.

17. RADON GAS NOTICE:

A. 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 (KDHE) recommends that 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 easily be reduced by a radon mitigation technician. For additional information, go to http://www.kansasradonprogram.org/.

B. BUYER understands that neither the SELLER nor any real estate licensees involved in this transaction have made any investigation to determine whether there is or will be radon gas in the Property. Neither the SELLER nor any real estate licensees involved in this transaction make any representations or warranties as to the presence or lack of radon gas in the Property or as to the effect of radon gas or any such condition on the Property on the occupants of the Property. BUYER may, at BUYER'S sole expense, conduct an inspection to determine whether radon gas is present in the Property.

C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of any radon gas in the Property.

18. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:

A. On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you as the BUYER desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at http://msc.fema.gov/, http://www.floodsmart.gov/ and other information may be available through local government planning and zoning offices.

B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the flood hazard status of the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

19. DELIVERY OF THE DEED:

A. On or before the Closing Date, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.

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B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.

C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

20. TITLE EVIDENCE:

A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the mortgage lender and the BUYER'S attorney (if any) as promptly as possible. BUYER agrees and acknowledges that the SELLER may receive a BUILDER'S discount on the title insurance policy.

B. The title binder shall show marketable title vested in the SELLER, subject to the following:
   (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
   (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
   (3) Un-matured special assessments, zoning laws, ordinances and regulations;
   (4) Rights of tenants in possession;
   (5) Liens (if any) described herein; and
   (6) Those exceptions that are standard in the title company's Form B as specified therein.

C. ☒ BUYER ☐ SELLER ☐ BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.

D. ☒ BUYER ☐ SELLER ☐ BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.

E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S accrued loan costs, attorneys' fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

21. NOTICES:

A. Any notice required under the terms and conditions of this Contract shall be delivered by electronic mail, facsimile, in-person, private delivery service or the United States Postal Service.

B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.

C. The notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

22. DEFAULT AND REMEDIES:

A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:
   (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
   (2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.

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B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

23. CONTRACT BINDING ON ASSIGNS AND HEIRS: This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

24. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS: BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

25. BROKERAGE RELATIONSHIP DISCLOSURE:

A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER, agents of the SELLER or transaction brokers.
B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.
C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.
D. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate for the interests of either party.
E. BUYER and SELLER acknowledge that the Real Estate Brokerage Relationships Brochure has been furnished to them.
F. Listing Licensee is functioning as a: (Check the applicable function)
- ☐ Seller's Agent;
- ☐ Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- ☒ Transaction Broker; or
- ☐ SELLER is unrepresented.

G. Selling Licensee is functioning as a: (Check the applicable function)
- ☐ Seller's Agent;
- ☐ Buyer's Agent;
- ☐ Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- ☐ Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker);
- ☒ Transaction Broker; or
- ☐ BUYER is unrepresented.

Matthew Rayburn	Lance Custer
Name of Real Estate Licensee Assisting BUYER	Name of Real Estate Licensee Assisting SELLER
Coldwell Banker Patriot Realty	Coldwell Banker Patriot Realty
Name of Brokerage Firm Assisting BUYER	Name of Brokerage Firm Assisting SELLER

26. SEVERABILITY: If any provision of this Contract, or any portion thereof, is rendered invalid by court order, judgment or operation of law, the remaining provisions or portions thereof shall remain valid and enforceable and be construed to remain in force.

27. GOVERNING PROVISIONS: The laws of Kansas shall govern this Contract and its construction, performance and validity.

28. ENTIRE AGREEMENT OF THE PARTIES: This Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract nor any interest herein shall be assigned or transferred by any party without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any obligations or responsibilities under this Contract.

29. ☒ **MEDIATION REQUIRED** (Section must be checked if applicable): BUYER and SELLER agree that any claim or dispute arising out of or relating to this Contract or the services provided by any real estate licensees involved in this transaction shall be submitted to mediation by completing and signing the Mediation Addendum and attaching it to this Contract. The Mediation Addendum must be completed, signed and attached to this Contract if the "agree" box is checked in this section.

BUYER'S INITIALS _____

SELLER'S INITIALS _____ _____

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30. ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT: BUYER and SELLER acknowledge and certify that they have received, read and understood a copy of this Contract.

31. ACKNOWLEDGEMENT OF RECEIPT OF EXPENSE ITEMIZATIONS: BUYER and SELLER acknowledge the receipt of separate expense itemizations estimating the approximate costs to be incurred in buying or selling the Property.

32. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This Contract has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Contract. If not understood, the Kansas Association of REALTORS® and any real estate licensees involved in this transaction recommend that either party should seek the advice of an attorney before signing the completed agreement.

33. ☐ ACCEPTANCE OF THE CONTRACT: (Section Must be Checked if Applicable): This Contract must be executed by all parties before _____ (☐ AM ☐ PM) on _____ (the "Offer Expiration Date") or it shall be null and avoid and any Earnest Money shall be returned to the BUYER.

34. DISCLOSURE OF LOAN ESTIMATES AND CLOSING DISCLOSURES TO REAL ESTATE LICENSEES: BUYER and SELLER agree that any mortgage lenders and settlement providers involved in this transaction are authorized to provide copies of any Loan Estimates or Closing Disclosures to any real estate licensees involved in this transaction.

35. SPECIAL CONDITIONS, PROVISIONS OR TERMS:

Seller agrees to provide Buyers Agent compensation in the amount of $500 per lot.

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CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

BUYER'S SIGNATURE	DATE 8/30/2024	SELLER'S SIGNATURE	DATE
BUYER'S SIGNATURE	DATE 8/30/24	SELLER'S SIGNATURE	DATE
1314 Pearl Drive BUYER'S MAILING ADDRESS		SELLER'S MAILING ADDRESS	
Junction City, KS 66441 BUYER'S CITY, STATE AND ZIP CODE		SELLER'S CITY, STATE AND ZIP CODE	
785-789-2876 BUYER'S CONTACT TELEPHONE NUMBER		SELLER'S CONTACT TELEPHONE NUMBER	
perrymartin2001@yahoo.com BUYER'S EMAIL ADDRESS		SELLER'S EMAIL ADDRESS	

For identification purposes only: (Please print or type)

KREC File #: _____

Agent Name:	Matthew Rayburn	Agent Name:	Lance Custer
Agent License #:	SP00243855	Agent License #:	BR00052930
Firm Name:	Coldwell Banker Patriot Realty	Firm Name:	Coldwell Banker Patriot Realty
Broker License #:	BR00052930	Broker License #:	BR00052930

FORM CERTIFICATION: *(to be completed by the agent preparing this Contract)*

The undersigned agent assisted in completing the blanks in the foregoing form and confirms, to the best of his or her knowledge, that the printed form contains the language approved by the legal counsel for the Kansas Association of REALTORS®. The undersigned agent further confirms that no additions or deletions to the approved language have been made, except such changes as may appear in this form made by hand or typewriter and signed or initialed by the party submitting this offer. Agent'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 agent's knowledge, no changes have been made to the approved form.

_____ (Initial the applicable box) X Listing agent _____ Selling agent
Signature of the real estate licensee preparing this form

BUYER'S INITIALS _____

SELLER'S INITIALS _____

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FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: 9091, 9092, 9093, 9429

ESTIMATED CLOSING DATE: November 29, 2024

PRICE:		$ 20,000.00
LESS ITEMS TO BE PAID BY SELLER:		
1st Mortgage /Deed of Trust		$
2nd Mortgage /Deed of Trust		$
Other Encumbrance		$
1st Mtg. Interest Proration: From _____ to _____		$
2nd Mtg. Interest Proration: From _____ to _____		$
Tax Proration: From _____ to _____		$
Mortgage Prepayment Penalty		$
Title Insurance Policy		$
Closing and Escrow Fee		$
Unpaid Assessments (if not assumed by buyer)		$
Listing Commission		$ 2,000.00
Selling Commission		$ 2,000.00
Broker's Administrative Commission		$
Marketing Fee		$
Homes Association Dues		$
Buyer's Closing Costs Paid by SELLER		$
Costs not payable by Buyer*		$
FHA/VA or Lender Discount Points		$
Release of Lien Fees		$
Home Warranty Fee		$
Other		$
Total to be paid at Closing		$ 4,000.00
APPROXIMATE NET PROCEEDS		$ 16,000.00
POTENTIAL ADDITIONAL EXPENSES		
Inspection Related Repairs		$
Wood Infestation Treatment		$
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.

SELLER: _____ Date

SELLER: _____ Date

By: Lance Custer 09/09/2024

Licensee Date

*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

Electronically Signed using eSignOnline™ [Session ID : 1160bfa5-a8c7-4467-8566-11cd2513e7c0]

KANSAS ASSOCIATION OF REALTORS®

BLANK CONTRACT ADDENDUM

Document updated: April 2014

BUYER: Perry and Cheryl Martin

SELLER: Junction City Land Bank

PROPERTY ADDRESS: 0000 Buckshot Dr (R9091, R9092, R909 R9429)

CONTRACT DATE:

1. ADDITIONAL TERMS AND CONDITIONS OF THE ADDENDUM:

The Reference number for the lots to be purchased are R9091, R9092, R9093, R9429

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

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

Seller warrants that there are no special assessments for land improvements associate with the lot. Buyer does acknowledge that each lot purchase has storm water fees associated with the lot. Once the water meter is installed, the storm water fees become assessed on the water bill. In the absence of a water bill, storm water fees are assessed at approximately $40 per lot per year and appear as special assessments on the yearly tax bill.

Buyer understands that the seller will not mow or clear lot of debris prior to or after closing. Buyer further understand that the buyer will be responsible for maintaining the lot according to city ordinance after closing.

2. ACKNOWLEDGEMENT OF RECEIPT OF THE ADDENDUM: BUYER and SELLER hereby agree and acknowledge that they have received, read and understood a copy of this Addendum.

3. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This Addendum has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Addendum. If not understood, the Kansas Association of REALTORS® and the BROKER recommend that the BUYER and SELLER seek the advice of an attorney before signing the completed Addendum.

CAREFULLY READ THE TERMS OF THIS ADDENDUM BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Perry Martin

BUYER DATE SELLER DATE

Cheryl Martin 8/30/2024

BUYER DATE SELLER DATE

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POLICY: PRICING OF LOTS IN LAND BANK
POLICY NUMBER: 001
REVISED: FEBRUARY 1, 2022

I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for $5,000.00 (five thousand dollars) per lot.

II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more than one lot that are contiguous/adjacent, then the rebate shall only be applied to one of the lots. A developer may obtain a rebate for each residence or other building built upon a lot(s).
   a. **Build home AND obtain Certificate of Occupancy within one year (12 months) of closing:** The Land Bank will give a rebate of $4,000 to the buyer.
   b. **Build home AND obtain Certificate of Occupancy within two years (24 months) of closing:** The Land Bank will give a rebate of $3,000 to the buyer.

III. **Electric Utility Refund:** Land Bank offers a refund of up to $4,000 per lot if the property does not have full utilities servicing the buyer's lots.
   a. Upon extension of full utility service to the lots, then the buyer shall be eligible for a rebate of up to a maximum $4,000 per lot but is limited to actual cost of utility extension if the value/cost is lower than $4,000 per lot.
   b. To receive a refund, buyer must provide a receipt or invoice from the utility company.
   c. "Full utilities" for the purpose of this refund only pertains to electric utility and no other utilities or other services.

IV. **Developers and Contractors Pricing:** If developers or contractors are the buyer, then they may purchase five (5) or more lots at a price of $2,500 per lot.
   a. To qualify as a developer or contractor for this pricing, then they or an agent of their organization must be a licensed contractor under the Ordinances of the City of Junction City, Kansas including but not limited to Chapter 580.
   b. Developers or Contractors may quality 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

CITY OF JUNCTION CITY, KANSAS 1859

Buyer Date 8/30/2024

Buyer Date 8/30/2024

R9093
R9092
BUCKSHOT DR

SUTTER
R9428
R9429
WOODS RD

RESOLUTION NO. 23-2024

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 PERRY MARTIN AND CHERYL MARTIN.

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 Perry Martin and Cheryl Martin 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 Nineteen (19), Block Two (2), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas, Lot Twenty (20), Block Two (2), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas, Lot Twenty-One (21), Block Two (2), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas, Lot Sixty (60), Block Two (2), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas to Perry Martin and Cheryl Martin.

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 17TH DAY OF SEPTEMBER 2024.

_____
Pat Landes
Chairman

ATTEST:

_____
Ariana Diaz Lorenzo, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this _17th_ day of September, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Perry Martin and Cheryl Martin as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Twenty Thousand and no/100 Dollars ($20,000.00), 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 Nineteen (19), Block Two (2), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty (20), Block Two (2), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty-One (21), Block Two (2), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
Lot Sixty (60), Block Two (2), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

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

ATTEST:

_____
Ariana Diaz Lorenzo
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this 17th day of _September_, 2024, before me, a Notary Public in and for said state, personally appeared _Pat Landes_, 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 Nineteen (19), Block Two (2), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty (20), Block Two (2), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
Lot Twenty-One (21), Block Two (2), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas
Lot Sixty (60), Block Two (2), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.
/s/ Ariana Diaz Lorenzo
Land Bank Secretary
September 17, 2024

City of Junction City

Land Bank

Agenda Memo

09-17-2024

From: Gerry Vernon, Interim City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: Patrick & Jonnie C. Farr are offering to purchase Lot 45, Block 2; Sutter Woods Subdivision in the amount $5,000.

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

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

Attachments:

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

VACANT RESIDENTIAL LAND REAL ESTATE CONTRACT

Document updated: April 2016

1. PARTIES: The parties to this Contract are: (Print Names and Indicate Marital Status)

SELLER: Junction City Land Bank ☐ MARRIED

BUYER: Patrick Farr , Jonnie C. Farr ☒ MARRIED

2. EFFECTIVE DATE OF THE CONTRACT: The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. AGREEMENT TO SELL AND PROPERTY ADDRESS: BUYER agrees to purchase and SELLER agrees to sell the following-described real property (the "Property"):

SUBDIVISION: Sutter Woods **PLAT NO:** _____ **LOT NO:** 45 **BLOCK NO:** 2

STREET ADDRESS: R9444 Sutter Woods Ct.

CITY: Junction City **COUNTY:** Geary **STATE:** Ks **ZIP CODE:** 66441

LEGAL DESCRIPTION:

4. PURCHASE PRICE OF THE PROPERTY: BUYER shall pay $5,000.00 to the SELLER as the Purchase Price as consideration for the purchase of the Property in the manner as follows:

A. **EARNEST MONEY** (See Section 7): $ 500.00

B. **NEW MORTGAGE** (See Section 8): $ _____

C. **OTHER FUNDS:** _____ $ _____

D. **APPROXIMATE BALANCE DUE FROM BUYER** at the time of Closing, excluding adjustments and pro-rations, financing as set forth in the Contract or the attached financing addendum, closing costs and any pre-paid expenses (if any). Amount shall be in the form of Cash, Certified, Cashier's Check or wired funds on the date of Closing. $ 4,500.00

E. **OTHER SELLER PAID COSTS IN ADDITION TO COSTS SPECIFIED ABOVE**, SELLER agrees to pay BUYER'S other allowable closing costs or pre-paid expenses not to exceed (this amount ☐ shall ☐ shall not include the amount of any title insurance charges and closing agent fees the SELLER has also agreed to pay under Sections 5 and 20 of this Contract): $ _____

5. CLOSING AND POSSESSION:

A. Closing shall be completed on or before December 2, 2024 (the "Closing Date"). SELLER shall deliver possession of the Property to the BUYER on or before December 2, 2024 (the "Possession Date").

B. If the SELLER is unable to provide clear title to the Property on or before the Closing Date, but the clearing of the title is in process, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.

C. ☐ BUYER ☐ SELLER ☒ BUYER and SELLER equally shall pay any closing agent fees.

6. PERSONAL PROPERTY: Personal property is ☐ included ☒ not included in the sale of the Property. If personal property is included, please specify below:

BUYER'S INITIALS PF JCF

SELLER'S INITIALS _____ _____

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Electronically Signed using eSignOnline™ [Session ID : 7bac8bff-212c-4585-a739-532cc0d81a08]

7. EARNEST MONEY:

A. BUYER agrees to deposit $500.00 as Earnest Money in the form of ☐ Cash ☐ Personal Check ☐ Money Order ☐ Cashier's Check ☒ Other ACH with Heartland Title Company (the name of the earnest money holder) as a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.

B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on the funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.

C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation or default, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be paid prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.

D. If either the BUYER or SELLER cancels this Contract as provided under one of the provisions concerning appraisals, financing, inspections, liens or title evidence contained in this Contract, BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.

F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.

G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.

H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, the BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

8. ☐ **NEW MORTGAGE FINANCING CONTINGENCY** (Section must be checked if applicable):

A. This Contract shall be contingent upon the BUYER obtaining mortgage financing to purchase the Property. BUYER will obtain a mortgage loan in the principal amount of $_____ plus financed mortgage insurance premiums (if any) at an initial rate not to exceed _____% for a term of not more than _____ years.

B. BUYER shall complete a written application for the mortgage loan and pay the fees required by the mortgage lender within _____ calendar days (15 if left blank) after the Effective Date of this Contract.

C. BUYER agrees to make a good faith effort to obtain a commitment for the mortgage loan within _____ calendar days (45 if left blank) after the Effective Date of this Contract or by the Closing Date, whichever is earlier. In the event that the BUYER is unable to obtain a financing commitment within the time frame specified in this subsection, the BUYER shall notify the SELLER or the real estate licensee assisting the SELLER in writing and, if requested by the SELLER or the real estate licensee assisting the SELLER, provide satisfactory written evidence of rejection.

D. Once the SELLER has received the required written notice that the BUYER has been unable to obtain a commitment for a mortgage loan and the SELLER cannot or elects not to assist the BUYER in obtaining the required mortgage financing, this Contract shall be cancelled and the Earnest Money and all refundable deposits paid by the BUYER pursuant to this Contract shall be refunded to the BUYER subject to the terms and conditions contained in this Contract.

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9. ☐ **APPRAISED VALUE CONTINGENCY** (Section must be checked if applicable):

A. When the purchase of the Property is not contingent upon the BUYER obtaining new mortgage financing under this Contract, BUYER may obtain at BUYER'S sole expense an appraisal of the value of the Property by an independent licensed real estate appraiser within _____ calendar days (ten if left blank) after the Effective Date of this Contract.

B. Notwithstanding any other terms and conditions of this Contract, if the final appraised value of the Property as determined by the BUYER'S appraiser is not equal to or greater than the Purchase Price, BUYER may send a written notice informing the SELLER of the BUYER'S request to renegotiate the Purchase Price under this Contract. This written notice shall contain a complete copy of the appraisal report prepared by the BUYER'S appraiser.

C. Within five (5) business days after the SELLER'S receipt of the BUYER'S written request for the renegotiation of the Purchase Price under this Contract, BUYER and SELLER may keep the Contract in effect by agreeing to a Purchase Price that is agreeable to both the BUYER and SELLER and signing an addendum to the Contract containing the agreed upon Purchase Price.

D. If BUYER and SELLER cannot agree in writing to a Purchase Price that is agreeable to both parties within the time frame allowed under this section, this Contract shall be cancelled and the BUYER'S Earnest Money and any additional deposits shall be returned to the BUYER subject to the provisions of this Contract.

10. CONDITION OF PROPERTY:

☐ This Contract shall be contingent upon the SELLER's completion of and the BUYER's signature on the Vacant Residential Land Property Disclosure Statement (the "Statement"). In the event that the BUYER fails to sign and accept the Property with the defects disclosed in the Statement, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract. SELLER affirms that the information contained in the Statement is correct as of the Effective Date of this Contract.

☒ This Contract shall not be contingent upon the SELLER'S completion of and the BUYER'S signature on the Residential Property Disclosure Statement. SELLER agrees and acknowledges that this does not relieve the SELLER of the obligation to disclose all material facts actually known about the condition of the Property to the BUYER.

11. PAYMENT OF HOMEOWNERS' ASSOCIATION CHARGES, SPECIAL ASSESSMENTS AND TAXES:

A. SELLER represents and warrants that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER.

B. BUYER and SELLER agree that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by ☐ BUYER ☐ SELLER ☒ pro-rated between the BUYER and SELLER on the Closing Date.

C. If the amount of any homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER's warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.

D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, BUYER and SELLER will agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.

E. BUYER acknowledges that the assessed valuation, classification, mill levy rate and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.

F. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessments except as accurately and completely disclosed on the Vacant Residential Land Property Disclosure Statement or the Special Assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors, from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has given regarding any easements or sewer, street or other proposed special assessments on the Property.

12. HOMEOWNERS' ASSOCIATION OR COMMON INTEREST COMMUNITY:

A. SELLER agrees to disclose, to the best of his or her knowledge, whether the Property is subject to a homeowners' association or other common interest community and whether the Property is subject to any assessments charges, dues or fees.

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B. To the best of the SELLER'S knowledge:

☒ There is no active homeowners' association or common interest community in the area and the Property is not subject to any assessments, charges, dues or fees. SELLER has never been billed or paid any assessments, charges, dues or fees for the Property and, to the best of the SELLER'S knowledge, there are no such assessments, charges, dues or fees outstanding on the Property that might form the basis of a lien imposed upon the Property.

☐ SELLER discloses and BUYER acknowledges that the Property is subject to a homeowners' association or other common interest community and that an assessment, charge, dues or fee shall be assessed against the Property in the amount of $_____ per ☐ month ☐ quarter ☐ year and are subject to adjustment at the sole discretion of the homeowners' association or common interest community. SELLER agrees to provide a current copy of any bylaws, declarations, covenants and rules and regulations of the homeowners' association or common interest community to the BUYER prior to the Closing Date.

C. SELLER warrants that the SELLER has no knowledge of whether the Property is subject to a homeowners' association or other common interest community for which the Property shall be subject to any assessments, charges, dues or fees except as accurately and completely disclosed in this Contract or any addendums to this Contract. SELLER agrees to defend, indemnify and hold the BUYER harmless from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from an obligation for payment of any assessments, charges, dues or fees to any homeowners' association or common interest community that were due prior to the Closing Date.

D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has provided to the BUYER regarding homeowners' associations or other common interest communities.

13. SURVEY OF THE PROPERTY:

A. BUYER and SELLER agree that:

(1) ☐ A "staked" boundary survey of the Property shall be obtained at the ☐ BUYER'S expense ☐ SELLER'S expense ☐ divided equally between the BUYER'S and SELLER'S expense; or

(2) ☒ No "staked" boundary survey will be performed as part of this Contract.

B. BUYER understands that the lender may order a survey called a "Mortgagee Title Inspection" on the Property, which does not include the staking of property corners. BUYER is also aware that title insurance may not cover survey-related issues, even if a recent survey has been completed. The title policy furnished to the BUYER under this Contract will contain a survey exception under Schedule B unless the BUYER provides a boundary survey to the title company at the BUYER'S expense.

C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) relating to any acreage matters, boundary line disputes, defects, encroachments, overlaps, or other matters that would have been disclosed or discovered by a survey.

D. SELLER represents and warrants that there is ingress and egress to the Property.

14. LIENS ON THE PROPERTY:

A. SELLER represents and warrants that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, portion of the Property or item of personal property included in the sale of the Property under this Contract.

B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.

C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.

D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid chattel mortgages, conditional sales contracts, financing statement, liens or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

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15. INSPECTIONS OF THE PROPERTY:

A. Subject to any inspections permitted by this Contract and the potential cancellation of the Contract due to the discovery of Unacceptable Conditions contained in this section, **BUYER AGREES TO PURCHASE AND ACCEPT THE PROPERTY AS IS IN ITS CURRENT CONDITION ONLY, WITHOUT GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.** This shall not be deemed to be a waiver or modification of any implied warranties that may exist.

B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any claim, right or cause of action relating to or arising from any condition of the Property that would have been apparent had inspections been performed.

C. BUYER shall ☒ carefully inspect the Property ☐ waive the right to conduct due diligence and conduct or obtain inspections on the Property. BUYER agrees that the BUYER was given the right to conduct due diligence and conduct or obtain inspections on the Property and that any inspections not conducted or obtained were waived by the BUYER.

PF _____ BUYER'S INITIALS JCF _____ BUYER'S INITIALS (BUYER(S) MUST INITIAL THESE BLANKS)

D. BUYER may conduct and obtain any inspections or re-inspections on the Property desired by the BUYER at BUYER'S sole expense. Unless otherwise specified in this Contract, all of the inspections desired by the BUYER shall be completed by a qualified professional within _____ calendar days (ten if left blank) after the Effective Date of this Contract.

E. SELLER agrees to provide BUYER and any qualified professionals engaged by the BUYER with reasonable access to the Property to conduct inspections, re-inspections, inspections of any corrective measures completed by the SELLER and final walk-throughs prior to closing. BUYER shall be responsible for and pay for any damage to the Property resulting from any inspections conducted or obtained by the BUYER.

F. If an inspection conducted or obtained by the BUYER reveals Unacceptable Conditions, the BUYER shall provide a copy of the written inspection report to the SELLER and the real estate licensee assisting the SELLER within _____ (ten if left blank) calendar days after the Effective Date of this Contract. An "Unacceptable Condition" means any condition identified in a written inspection report prepared by an independent qualified professional that is unacceptable to the BUYER. BUYER and SELLER agree to provide all written inspection reports to all real estate licensees involved in this transaction.

G. Upon the receipt of the written inspection report identifying the Unacceptable Conditions, SELLER agrees to complete or pay for the remediation or repair of any Unacceptable Conditions identified by the BUYER, provided that the total cost for all remediation or repairs resulting from the Unacceptable Conditions does not exceed $_____ (zero if left blank).

H. If the costs of the remediation or repair for Unacceptable Conditions exceed the amount specified above, the BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs for remediation or repair of the Unacceptable Conditions. If the BUYER and SELLER cannot agree on the payment of the excess costs to remediate or repair the Unacceptable Conditions identified by the BUYER, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.

I. BUYER agrees and acknowledges that no important representations of the SELLER nor any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

_____

_____

_____

_____

J. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.

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K. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.

16. POTENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY:

A. Kansas state 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.

B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the potential proximity of registered offenders to the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of registered offenders residing within relative proximity to the Property.

17. RADON GAS NOTICE:

A. 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 (KDHE) recommends that 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 easily be reduced by a radon mitigation technician. For additional information, go to http://www.kansasradonprogram.org/.

B. BUYER understands that neither the SELLER nor any real estate licensees involved in this transaction have made any investigation to determine whether there is or will be radon gas in the Property. Neither the SELLER nor any real estate licensees involved in this transaction make any representations or warranties as to the presence or lack of radon gas in the Property or as to the effect of radon gas or any such condition on the Property on the occupants of the Property. BUYER may, at BUYER'S sole expense, conduct an inspection to determine whether radon gas is present in the Property.

C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of any radon gas in the Property.

18. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:

A. On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you as the BUYER desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at http://msc.fema.gov/, http://www.floodsmart.gov/ and other information may be available through local government planning and zoning offices.

B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the flood hazard status of the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

19. DELIVERY OF THE DEED:

A. On or before the Closing Date, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.

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B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.

C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

20. TITLE EVIDENCE:

A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the mortgage lender and the BUYER'S attorney (if any) as promptly as possible. BUYER agrees and acknowledges that the SELLER may receive a BUILDER'S discount on the title insurance policy.

B. The title binder shall show marketable title vested in the SELLER, subject to the following:
   (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
   (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
   (3) Un-matured special assessments, zoning laws, ordinances and regulations;
   (4) Rights of tenants in possession;
   (5) Liens (if any) described herein; and
   (6) Those exceptions that are standard in the title company's Form B as specified therein.

C. ☐ BUYER ☐ SELLER ☒ BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.

D. ☐ BUYER ☐ SELLER ☒ BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.

E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S accrued loan costs, attorneys' fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

21. NOTICES:

A. Any notice required under the terms and conditions of this Contract shall be delivered by electronic mail, facsimile, in-person, private delivery service or the United States Postal Service.

B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.

C. The notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

22. DEFAULT AND REMEDIES:

A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:
   (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
   (2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.

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B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

23. CONTRACT BINDING ON ASSIGNS AND HEIRS: This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

24. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS: BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

25. BROKERAGE RELATIONSHIP DISCLOSURE:

A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER, agents of the SELLER or transaction brokers.
B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.
C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.
D. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate for the interests of either party.
E. BUYER and SELLER acknowledge that the Real Estate Brokerage Relationships Brochure has been furnished to them.
F. Listing Licensee is functioning as a: (Check the applicable function)
- ☐ Seller's Agent;
- ☐ Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- ☒ Transaction Broker; or
- ☐ SELLER is unrepresented.

G. Selling Licensee is functioning as a: (Check the applicable function)
- ☐ Seller's Agent;
- ☐ Buyer's Agent;
- ☐ Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- ☒ Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker);
- ☐ Transaction Broker; or
- ☐ BUYER is unrepresented.

Samuel Arias	Lance Custer
Name of Real Estate Licensee Assisting BUYER	Name of Real Estate Licensee Assisting SELLER
Coldwell Banker Patriot Realty	Coldwell Banker Patriot Realty
Name of Brokerage Firm Assisting BUYER	Name of Brokerage Firm Assisting SELLER

26. SEVERABILITY: If any provision of this Contract, or any portion thereof, is rendered invalid by court order, judgment or operation of law, the remaining provisions or portions thereof shall remain valid and enforceable and be construed to remain in force.

27. GOVERNING PROVISIONS: The laws of Kansas shall govern this Contract and its construction, performance and validity.

28. ENTIRE AGREEMENT OF THE PARTIES: This Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract nor any interest herein shall be assigned or transferred by any party without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any obligations or responsibilities under this Contract.

29. ☐ **MEDIATION REQUIRED** (Section must be checked if applicable): BUYER and SELLER agree that any claim or dispute arising out of or relating to this Contract or the services provided by any real estate licensees involved in this transaction shall be submitted to mediation by completing and signing the Mediation Addendum and attaching it to this Contract. The Mediation Addendum must be completed, signed and attached to this Contract if the "agree" box is checked in this section.

BUYER'S INITIALS PF JCF

SELLER'S INITIALS _____ _____

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30. ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT: BUYER and SELLER acknowledge and certify that they have received, read and understood a copy of this Contract.

31. ACKNOWLEDGEMENT OF RECEIPT OF EXPENSE ITEMIZATIONS: BUYER and SELLER acknowledge the receipt of separate expense itemizations estimating the approximate costs to be incurred in buying or selling the Property.

32. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This Contract has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Contract. If not understood, the Kansas Association of REALTORS® and any real estate licensees involved in this transaction recommend that either party should seek the advice of an attorney before signing the completed agreement.

33. ☐ **ACCEPTANCE OF THE CONTRACT:** (Section Must be Checked if Applicable): This Contract must be executed by all parties before _____ (☐ AM ☐ PM) on _____ (the "Offer Expiration Date") or it shall be null and avoid and any Earnest Money shall be returned to the BUYER.

34. DISCLOSURE OF LOAN ESTIMATES AND CLOSING DISCLOSURES TO REAL ESTATE LICENSEES: BUYER and SELLER agree that any mortgage lenders and settlement providers involved in this transaction are authorized to provide copies of any Loan Estimates or Closing Disclosures to any real estate licensees involved in this transaction.

35. SPECIAL CONDITIONS, PROVISIONS OR TERMS:

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CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Patrick Farr 09/04/2024	
BUYER'S SIGNATURE DATE	SELLER'S SIGNATURE DATE
Jonnie C. Farr 09/04/2024	
BUYER'S SIGNATURE DATE	SELLER'S SIGNATURE DATE
2525 Sutter Woods Ct.	
BUYER'S MAILING ADDRESS	SELLER'S MAILING ADDRESS
Junction City, Ks 66441	
BUYER'S CITY, STATE AND ZIP CODE	SELLER'S CITY, STATE AND ZIP CODE
785-209-2176	
BUYER'S CONTACT TELEPHONE NUMBER	SELLER'S CONTACT TELEPHONE NUMBER
Jonniecastro@gmail.com	
BUYER'S EMAIL ADDRESS	SELLER'S EMAIL ADDRESS

For identification purposes only: (Please print or type)

KREC File #: _____

Agent Name:	Samuel Arias	Agent Name:	Lance Custer
Agent License #:	SP00241775	Agent License #:	BR00052930
Firm Name:	Coldwell Banker Patriot Realty	Firm Name:	Coldwell Banker Patriot Realty
Broker License #:	BR00052930	Broker License #:	BR00052930

FORM CERTIFICATION: *(to be completed by the agent preparing this Contract)*

The undersigned agent assisted in completing the blanks in the foregoing form and confirms, to the best of his or her knowledge, that the printed form contains the language approved by the legal counsel for the Kansas Association of REALTORS®. The undersigned agent further confirms that no additions or deletions to the approved language have been made, except such changes as may appear in this form made by hand or typewriter and signed or initialed by the party submitting this offer. Agent'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 agent's knowledge, no changes have been made to the approved form.

Samuel Arias _____ (Initial the applicable box) _____ Listing agent ✓ Selling agent

Signature of the real estate licensee preparing this form

BUYER'S INITIALS PF JCF

SELLER'S INITIALS _____ _____

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FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: R9444 Sutter Woods Ct

ESTIMATED CLOSING DATE: December 2, 2024

PRICE: . . . . . $ 5,000.00

LESS ITEMS TO BE PAID BY SELLER:

1st Mortgage /Deed of Trust	$
2nd Mortgage /Deed of Trust	$
Other Encumbrance	$
1st Mtg. Interest Proration: From _____ to _____	$
2nd Mtg. Interest Proration: From _____ to _____	$
Tax Proration: From _____ to _____	$
Mortgage Prepayment Penalty	$
Title Insurance Policy	$
Closing and Escrow Fee	$
Unpaid Assessments (if not assumed by buyer)	$
Listing Commission	$ 500.00
Selling Commission	$ 500.00
Broker's Administrative Commission	$
Marketing Fee	$
Homes Association Dues	$
Buyer's Closing Costs Paid by SELLER	$
Costs not payable by Buyer*	$
FHA/VA or Lender Discount Points	$
Release of Lien Fees	$
Home Warranty Fee	$
Other	$

Total to be paid at Closing . . . . . $ 1,000.00

APPROXIMATE NET PROCEEDS . . . . . $ 4,000.00

POTENTIAL ADDITIONAL EXPENSES

Inspection Related Repairs	$
Wood Infestation Treatment	$
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.

SELLER: _____ Date

SELLER: _____ Date

By: Lance Custer 09/09/2024

Licensee Date

*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

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BLANK CONTRACT ADDENDUM

Document updated: April 2014

BUYER: Patrick Farr , Jonnie C. Farr

SELLER: Junction City Land Bank

PROPERTY ADDRESS: R9444 Sutter Woods Ct. Junction City, Ks 66441

CONTRACT DATE: September 3, 2024

1. ADDITIONAL TERMS AND CONDITIONS OF THE ADDENDUM:

The legal description is SUTTER WOODS SUB, BLOCK 2, Lot 45, SECTION 01 TOWNSHIP 12 RANGE 05.

2. ACKNOWLEDGEMENT OF RECEIPT OF THE ADDENDUM: BUYER and SELLER hereby agree and acknowledge that they have received, read and understood a copy of this Addendum.

3. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This Addendum has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Addendum. If not understood, the Kansas Association of REALTORS® and the BROKER recommend that the BUYER and SELLER seek the advice of an attorney before signing the completed Addendum.

CAREFULLY READ THE TERMS OF THIS ADDENDUM BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Patrick Farr 09/07/2024

BUYER DATE SELLER DATE

Jonnie C. Farr 09/07/2024

BUYER DATE SELLER DATE

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Serial#: 096514-500172-5724000

Prepared by: Samuel Arias | Coldwell Banker Patriot Realty | sam@cbpatriotrealty.com |

Form Simplicity

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RESOLUTION NO. 23-2024

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 PATRICK FARR AND JONNIE C. FARR.

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 Patrick Farr and Jonnie C. Farr 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 Forty-Five (45), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Kansas to Patrick Farr and Jonnie C. Farr.

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 17TH DAY OF SEPTEMBER 2024.

_____
Pat Landes
Chairman

ATTEST:

_____
Ariana Diaz Lorenzo, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this _17th_ day of September, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Patrick Farr and Jonnie C. Farr as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Twenty Thousand and no/100 Dollars ($20,000.00), 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 Forty-Five (45), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

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

ATTEST:

_____
Ariana Diaz Lorenzo
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this 17th day of September, 2024, before me, a Notary Public in and for said state, personally appeared Pat Landes, 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 Forty-Five (45), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.
/s/ Ariana Diaz Lorenzo
Land Bank Secretary
September 17, 2024

POLICY: PRICING OF LOTS IN LAND BANK
POLICY NUMBER: 001
REVISED: FEBRUARY 1, 2022

I. **General:** The City of Junction City Land Bank ("Land Bank") offers lots in its possession for $5,000.00 (five thousand dollars) per lot.

II. **Construction Rebate:** Land Bank offers a rebate on lots purchased through the Land Bank. If a buyer (individual or married couple) purchases more than one lot that are contiguous/adjacent, then the rebate shall only be applied to one of the lots. A developer may obtain a rebate for each residence or other building built upon a lot(s).

   a. **Build home AND obtain Certificate of Occupancy within one year (12 months) of closing:** The Land Bank will give a rebate of $4,000 to the buyer.

   b. **Build home AND obtain Certificate of Occupancy within two years (24 months) of closing:** The Land Bank will give a rebate of $3,000 to the buyer.

III. **Electric Utility Refund:** Land Bank offers a refund of up to $4,000 per lot if the property does not have full utilities servicing the buyer's lots.

   a. Upon extension of full utility service to the lots, then the buyer shall be eligible for a rebate of up to a maximum $4,000 per lot but is limited to actual cost of utility extension if the value/cost is lower than $4,000 per lot.

   b. To receive a refund, buyer must provide a receipt or invoice from the utility company.

   c. "Full utilities" for the purpose of this refund only pertains to electric utility and no other utilities or other services.

IV. **Developers and Contractors Pricing:** If developers or contractors are the buyer, then they may purchase five (5) or more lots at a price of $2,500 per lot.

   a. To qualify as a developer or contractor for this pricing, then they or an agent of their organization must be a licensed contractor under the Ordinances of the City of Junction City, Kansas including but not limited to Chapter 580.

   b. Developers or Contractors may quality 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.

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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

CITY OF JUNCTION CITY, KANSAS 1859

Patrick Farr 09/04/2024
Buyer Date

Jonnie C. Farr 09/04/2024
Buyer Date

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City of Junction City

Land Bank

Agenda Memo

09-17-2024

From: Gerry Vernon, Interim City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider the amended offer to purchase Land Bank lots.

Explanation of Issue: SilverRock Ventures, LLC. is requesting the removal of Lots 14 & 15, Block 1; Sutter Highlands Subdivision from their previous offer and offering to purchase Lots 36 & 37, Block 1; Sutter Highlands Subdivision in their place.

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

Staff Comment: This amendment will not affect purchase price.

Attachments:

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

AMENDMENT 1

Amendment to contract dated July 16, 2024 between:
Junction City Land Bank (Sellers) and
SilverRock Ventures, LLC (Buyers) on property located
at 8969, 8970 Killdeer Ct

Buyers and sellers agree that the 2 previously agreed upon lots shall be removed from the contract:
R8969 and R8970 (Quick Reference numbers)
Legal Descriptions: Lots 14 and 15, Block One, Sutter Highlands Subdivision

The following 2 lots shall be added to the contract:
R8991 and R8992 (Quick Reference numbers)
Legal Descriptions: Lots 36 and 37, Block 1, Sutter Highlands Subdivision

Closing shall be take place on or before October 31, 2024.

		Don Ballard	09/06/2024
SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE

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FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: SilverRock Ventures, LLC

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

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

8969, 8970 Killdeer Ct	Junction City	KS	66441	Geary
Street Address (if available)	**City**	**State**	**Zip**	**County**

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
Lots 14 and 15, Block 1, Sutter Highlands Subdivision

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

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

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

2. PURCHASE PRICE: The **purchase price** for the **property** is $ 10,000.00
which BUYER agrees to pay as follows:

a. Earnest Money in the form of: ***(check one)***
☒ Personal check **OR** ☐ Other _____
in the amount of $ 500.00
Deposited with:
☐ _____ Listing Broker
☒ Junction City Abstract and Title Escrow/Closing Agent
☐ If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, escrow/closing agent shall be _____

b. Total amount financed by BUYER $ 0.00

c. Balance of purchase price to be paid on or before closing $ 9,500.00

3.CLOSING AND POSSESSION: By September 13, 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**
☐ **Seller's Land Disclosure and Condition Addendum**
☒ **Other:** Addendum 1
☐ **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.

Serial#: **080911-700172-0626287**
Prepared by: Lance Custer | Coldwell Banker Patriot Realty | lance@cbpatriotrealty.com |
Form Simplicity
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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

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Prepared by: Lance Custer | Coldwell Banker Patriot Realty | lance@cbpatriotrealty.com |
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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.

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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**.

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 BUYERS'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.

	Don Ballard 07/10/2024
SELLER **DATE**	**BUYER** **DATE**
SELLER **DATE**	**BUYER** **DATE**
Coldwell Banker Patriot Realty	Coldwell Banker Patriot Realty
Name of Listing Brokerage (Please Print)	Name of Selling Brokerage (Please Print)
Lance Custer	Lance Custer
Name of Licensee Assisting Seller (Please Print)	Name of Licensee Assisting Buyer (Please Print)
(785) 762 - 4663 / _____	(785) 762-4663 / _____
Listing Licensee Phone # Fax #	Selling Licensee Phone # Fax #
lance@cbpatriotrealty.com	lance@cbpatriotrealty.com
Listing Licensee Email Address	Selling Licensee Email Address
BR00052930	BR00052930
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	☐ 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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RESOLUTION NO. 18-2024

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 SILVERROCK VENTURES, 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 SilverRock Ventures, 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 36, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit One (1) and a Final Plat of an adjacent tract to the City of Junction City, Kansas and Lot 37, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. 1, and a final plat of an adjacent tract in the City of Junction City, Geary County, Kansas to SilverRock Ventures, 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 17TH DAY OF SEPTEMBER 2024.

_____
Pat Landes
Chairman

ATTEST:

_____
Ariana Diaz Lorenzo, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 17th day of September, 2024, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and SilverRock Ventures, LLC. as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Ten Thousand and no/100 Dollars ($10,000.00), 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 36, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit One (1) and a Final Plat of an adjacent tract to the City of Junction City, Kansas
Lot 37, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. 1, and a final plat of an adjacent tract in the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____

Pat Landes
Chairman, Land Bank Board of Trustees

ATTEST:

_____
Ariana Diaz Lorenzo
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this 17th day of September , 2024, before me, a Notary Public in and for said state, personally appeared _____Pat Landes_____, 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 36, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit One (1) and a Final Plat of an adjacent tract to the City of Junction City, Kansas
Lot 37, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition, Unit No. 1, and a final plat of an adjacent tract in the City of Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.
/s/ Ariana Diaz Lorenzo
Land Bank Secretary
September 17, 2024