

October 1, 2024

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

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

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

2. NEW BUSINESS:

- a. Consideration of the Land Bank Minutes from the September 17th, 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 56,57, & 60, Block 2; Sutter Woods Subdivision in the amount \$30,000. (p.4)

3. ADJOURNMENT:

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

September 17th, 2024

6:50 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, Al Gordon, Ronna Larson, & Richard Pinaire. Staff present was: Gerry Vernon, Ariana Diaz Lorenzo, Jamel Wilcox and Britain Stites.

NEW BUSINESS

Land Bank Minutes for the September 3rd, 2024 Meeting was presented for consideration. Trustee Pinaire moved to approve Land Bank Minutes for September 3rd, 2024 Meeting, seconded by Trustee Underhill. Ayes: Landes, Underhill, Gordon, Larson, & Pinaire. Nays: None. Motion Carried.

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 was removed from the agenda by the owners.

The offer from Patrick & Jonnie C. Farr to purchase Lot 45, Block 2; Sutter Woods Subdivision in the amount \$5,000 was presented. Trustee Gordon moved to approve the offer from Patrick & Jonnie C. Farr to purchase Lot 45, Block 2; Sutter Woods Subdivision in the amount \$5,000, seconded by Trustee Larson. Ayes: Landes, Underhill, Gordon, Larson, & Pinaire. Nays: None. Motion Carried.

The amended offer from SilverRock Ventures, LLC. to remove Lots 14 & 15, Block 1; Sutter Highlands Subdivision from their previous offer and add Lots 36 & 37, Block 1; Sutter Highlands Subdivision was presented. Trustee Underhill moved to approve the amended offer from SilverRock Ventures, LLC. to remove Lots 14 & 15, Block 1; Sutter Highlands Subdivision from their offer and add Lots 36 & 37, Block 1; Sutter Highlands Subdivision, seconded by Trustee Larson. Ayes: Landes, Underhill, Gordon, Larson, & Pinaire. Nays: None. Motion Carried.

ADJOURNMENT

Trustee Underhill moved, seconded by Trustee Gordon to adjourn at 6:51 p.m. Ayes: Landes, Gordon, Larson, & Pinaire. Nays: None. Motion Carried.

September 17, 2024

APPROVED AND ACCEPTED THIS 1ST DAY OF OCTOBER AS THE OFFICIAL
COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR
SEPTEMBER 17TH, 2024.

Ariana Diaz Lorenzo, Secretary

Pat Landes, Chairman

September 17, 2024

City of Junction City

Land Bank

Agenda Memo

10-01-2024

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 56, 56 & 60, Block 2; Sutter Woods Subdivision in the amount \$30,000.

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 6 lots for a total of \$30,000.

Attachments:

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

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.

BUYER'S INITIALS

[Handwritten initials]

SELLER'S INITIALS _____

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.

BUYER'S INITIALS

RM CM

SELLER'S INITIALS _____

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.

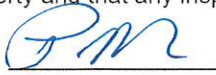
BUYER'S INITIALS

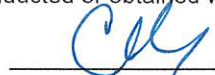
PM CM

SELLER'S INITIALS _____

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.

BUYER'S INITIALS



SELLER'S INITIALS _____

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.

BUYER'S INITIALS

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SELLER'S INITIALS _____

- 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.

BUYER'S INITIALS



SELLER'S INITIALS _____

- 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

Name of Real Estate Licensee Assisting BUYER

Lance Custer

Name of Real Estate Licensee Assisting SELLER

Coldwell Banker Patriot Realty

Name of Brokerage Firm Assisting BUYER

Coldwell Banker Patriot Realty

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

Page 13 of 23

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 Cheryl Martin DATE 9/19/2024 SELLER'S SIGNATURE _____ DATE _____

BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____

BUYER'S MAILING ADDRESS 1314 Pearl Drive SELLER'S MAILING ADDRESS _____

BUYER'S CITY, STATE AND ZIP CODE Junction City, KS 66441 SELLER'S CITY, STATE AND ZIP CODE _____

BUYER'S CONTACT TELEPHONE NUMBER 785-789-2876 SELLER'S CONTACT TELEPHONE NUMBER _____

BUYER'S EMAIL ADDRESS perrymartin2001@yahoo.com 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.

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

BUYER'S INITIALS CM

SELLER'S INITIALS _____

SELLER'S ESTIMATED PROCEEDS WORKSHEET

1	SELLER:	Junction City Land Bank	
2	PROPERTY:	6 lots in Sutter Woods and Mann's Ranch	
3	ESTIMATED CLOSING DATE:	December 13, 2024	
4	PRICE:		\$ 30,000.00
5			
6	LESS ITEMS TO BE PAID BY SELLER:		
7	1st Mortgage /Deed of Trust		\$
8	2nd Mortgage /Deed of Trust		\$
9	Other Encumbrance		\$
10	1st Mtg. Interest Proration: From	to	\$
11	2nd Mtg. Interest Proration: From	to	\$
12	Tax Proration: From	to	\$
13	Mortgage Prepayment Penalty		\$
14	Title Insurance Policy		\$
15	Closing and Escrow Fee		\$
16	Unpaid Assessments (if not assumed by buyer)		\$
17	Listing Commission		\$ 3,000.00
18	Selling Commission		\$ 3,000.00
19	Broker's Administrative Commission		\$
20	Marketing Fee		\$
21	Homes Association Dues		\$
22	Buyer's Closing Costs Paid by SELLER		\$
23	Costs not payable by Buyer*		\$
24	FHA/VA or Lender Discount Points		\$
25	Release of Lien Fees		\$
26	Home Warranty Fee		\$
27	Other		\$
28			
29	Total to be paid at Closing		\$ 6,000.00
30	APPROXIMATE NET PROCEEDS		\$ 24,000.00
31	POTENTIAL ADDITIONAL EXPENSES		
32	Inspection Related Repairs		\$
33	Wood Infestation Treatment		\$
34	Other		\$
35			
36	The above items do not include any lender requirements, insurance prorations, or escrow balances to be paid or received		
37	by SELLER. Interest is paid in arrears and will vary according to the pay-off date. FHA and some lenders may charge		
38	interest through the end of the month in which payment is received by lender. SELLER is responsible for notifying his		
39	lender of his intent to pay-off the loan and assumes responsibility for any lender charges not included in the above items.		
40			
41	THESE ARE ESTIMATED COSTS ONLY. FINAL FIGURES WILL BE DETERMINED AT CLOSING.		
42	SELLER:		Date
43			
44	SELLER:		Date
45			
46	By:		Date
47	Licensee		
48	*Some lending programs do not allow Buyer to pay tax service fees, underwriting fees, etc.		

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

Seller's Estimated Proceeds Worksheet 2008

Land Bank, City of Junction City, Kansas

POLICY: PRICING OF LOTS IN LAND BANK

POLICY NUMBER: 001

REVISED: FEBRUARY 1, 2022

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

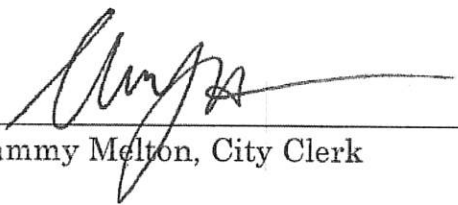
- VI. **Individual Evaluation:** The Land Bank will evaluate each and every offer on land bank lot(s) purchases in light of K.S.A. 12-5907(c) and 12-5908 regarding the effective reutilization of the property in the Land Bank.

CITY OF JUNCTION CITY, KANSAS



Jeff Underhill
Chairman of the Land Bank

ATTEST:



Tammy Melton, City Clerk



 9/19/2024

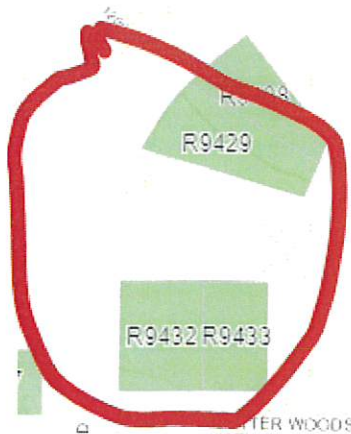
Buyer Date

 9/19/2024

Buyer Date

SUTTER WOODS H

R9427



R9429

R9432 R9433

Dr M

CM

JR RD
SUTTER WOODS RD

SUTTER WOODS CT



Handwritten signatures in blue and red ink.

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 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 Fifty Six (56), Block Two (2), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas, Lot Fifty Seven (57), Block Two (2), Sutter Woods Subdivision, a subdivision in the City of 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 1ST DAY OF OCTOBER 2024.

Pat Landes
Chairman

ATTEST:

Ariana Diaz Lorenzo, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 10st day of October, 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 Thirty Thousand and no/100 Dollars (\$30,000.00), 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 Fifty Six (56), Block Two (2), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas

Lot Fifty Seven (57), Block Two (2), Sutter Woods Subdivision, a subdivision in the City of 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 1st day of October, 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 Fifty Six (56), Block Two (2), Sutter Woods Subdivision, a subdivision in the City of Junction City, Geary County, Kansas

Lot Fifty Seven (57), Block Two (2), Sutter Woods Subdivision, a subdivision in the City of 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

October 1 , 2024