

**May 20, 2025**

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

**Pat Landes  
Al Gordon  
Ronna Larson  
Richard Pinaire  
Ricardo Gutierrez**

**1. 6:40 P.M. - CALL TO ORDER:**

**2. CONSENT AGENDA:**

- a. Consideration of the Land Bank Meeting Minutes for April 15th, 2025. (p.2)

**3. NEW BUSINESS:**

- a. Consideration of the cancellation of Land Bank Resolution 05-2025, the Diman Nuth purchase of Lot 1, Block 1; Deer Creek Addition in the amount of \$5,000 & return of \$500 earnest deposit to the buyer. (p.3)
- b. Consideration of the request to authorize the city manager, city attorney, and broker Mr. Lance Custer, to take actions as necessary to clear the deed concerning the property commonly known as 1032 South Washington Street, Junction City, Kansas, to effectuate a sale of property. (p.16)
- c. Consideration of the amendment of Land Bank Resolution 22-2024, the offer from Tim & Jeniffer 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. They are requesting to remove Lot 6, Block 7; Spring Valley Addition #2 and add Lot 24, Block 2; Sutter Woods Subdivision due to title issues. (p.17)
- d. Consideration of the offer from G & G Builders LLC for Lots 24, 26, 28, 29, 30, Block 2; Sutter Woods Subdivision in the amount of \$12,500. (p.41)

**4. ADJOURNMENT:**

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

April 15, 2025

6:42 p.m.

### **CALL TO ORDER**

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, April 15th, 2025 with Chairman Pat Landes presiding.

The following members of the Land Bank were present: Pat Landes, Al Gordon, Ronna Larson, Richard Pinaire, & Ricardo Gutierrez. Staff present was: Kim Zimmerman, Britain Stites, Ariana Diaz Lorenzo De Barreto, & Jamel Wilcox.

### **CONSENT AGENDA**

Commissioner Gordon moved to approve the consent agenda, seconded by Commissioner Gutierrez to approve the consent agenda. Ayes: Landes, Larson, Gordon, Gutierrez, & Pinaire. Nays: None. Motion carried.

### **NEW BUSINESS**

The offer from Loveresza Robinisky to purchase Lot 3, Block 4; Deer Creek Addition No. 2 in the amount of \$1.00 was presented. Trustee Larson moved to approve the offer from Loveresza Robinisky to purchase Lot 3, Block 4; Deer Creek Addition No. 2 in the amount of \$1.00, seconded by Trustee Gordon. Ayes: Gutierrez, Landes, Gordon, & Larson. Nays: None. Pinaire Abstained. Motion Carried.

### **ADJOURNMENT**

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

APPROVED AND ACCEPTED THIS 20TH DAY OF MAY AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR APRIL 15TH, 2025.

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Ariana Diaz Lorenzo De Barreto, Secretary

Pat Landes, Chairman

April 15, 2025

# **City of Junction City**

## **Land Bank**

### **Agenda Memo**

05.20.2025

From: Kim Zimmerman, City Manager  
To: Land Bank Board  
Subject: Land Bank Offer

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**Objective:** Consider cancellation of Land Bank Resolution 05-2025.

**Explanation of Issue:** On April 1<sup>st</sup>, 2025 the Land Bank Board approved Resolution 05-2025 the offer from Diman Nuth to purchase Lot 1, Block 1; Deer Creek Addition in the amount of \$5,000. The buyers are requesting to cancel this offer due to monetary concerns & the return of their \$500 earnest deposit.

**Attachments:**

Sale Contract, Addendum, Land Bank Pricing Policy, Resolution, Special Warranty Deed and Notice of Sale

# **City of Junction City**

## **Land Bank**

### **Agenda Memo**

04.01.2025

From: Kim Zimmerman, City Manager

To: Land Bank Board

Subject: Land Bank Offer

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

**Explanation of Issue:** Consideration of the offer from Diman Nuth to purchase Lot 1, Block 1; Deer Creek Addition in the amount of \$5,000.

**Options:**

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

**Staff Recommendation:** These are standard offer of \$5,000 per lot.

Staff Recommendation: Staff recommends accepting the offer.

**Attachments:**

Sale Contract, Addendum, Land Bank Pricing Policy, Resolution, Special Warranty Deed and Notice of Sale

RESOLUTION NO. 05-2025

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 DIMAN NUTH.

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 Diman Nuth 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 One (1), Block One (1), Deer Creek Addition to the City of Junction City, Geary County, Kansas.
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 APRIL 2025.

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Pat Landes, Chairman

ATTEST:

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Ariana Diaz Lorenzo, Secretary

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this 1st day of April, 2025, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Diman Nuth as Grantee.

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

Lot One (1), Block One (1), Deer Creek Addition to the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: \_\_\_\_\_  
Pat Landes

Chairman, Land Bank Board of Trustees

ATTEST:

\_\_\_\_\_  
Ariana Diaz Lorenzo  
Secretary, Land Bank Board of Trustees

STATE OF KANSAS            )  
                                          ) ss.  
COUNTY OF GEARY         )

On this 1st day of April, 2025, 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:

\_\_\_\_\_

Land Bank, City of Junction City, Kansas

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

**POLICY NUMBER: 001**

**REVISED: FEBRUARY 1, 2022**

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

**CITY OF JUNCTION CITY, KANSAS**

ATTEST:

Date \_\_\_\_\_

# VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: JUNCTION CITY LAND BANK (State marital status)

BUYER: DIMAN NUTH

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

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

|                               |               |       |       |        |
|-------------------------------|---------------|-------|-------|--------|
| LOT R10714                    | 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)  
DEER CREEK ADD, BLOCK 1, LOT 1, SECTION 15 TOWNSHIP 12 RANGE 5

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

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

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

2. **PURCHASE PRICE:** The purchase price for the property is \$ 5,000.00  
which BUYER agrees to pay as follows:

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

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

Deposited with:

☐ Listing Broker  
☒ HEARTLAND TITLE COMPANY Escrow/Closing Agent

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

b. Total amount financed by BUYER \$

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

3. **CLOSING AND POSSESSION:** By May 30, 2025 ("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 May 30, 2025 at 8:00 A.M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

4. **ADDENDA/CONTINGENCIES:** The following Addenda (riders, supplements, etc.) are attached and are a part of this Contract (Check Applicable):

☐ Contingency for Sale and/or Closing Addendum ☒ Other: ADDENDUM #1  
☐ Seller's Land Disclosure and Condition Addendum ☐ Other:

5. **CASH SALE:** ☒ Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to close within days (5 days if left blank) of the effective date of the contract. Buyer may, within days of the effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed appraiser.

63 **6. FINANCING TERMS. NEW MORTGAGE:** This contract is contingent upon Buyer being approved for a mortgage  
64 loan on the subject property in an amount of up to \$\_\_\_\_\_ from \_\_\_\_\_ at an interest rate of  
65 not more than \_\_\_\_\_% per annum, for a term of \_\_\_\_\_ years. If Buyer is disapproved for said loan then this  
66 contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this  
67 contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application  
68 for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees  
69 required by the lender and promptly submit any documentation or information requested or required by the lender.  
70

71 **7. APPRAISED VALUE CONTINGENCY:** If the final appraised value of the Property, as determined by BUYER'S  
72 appraiser, is not equal to or greater than the purchase price, BUYER may cancel this Contract by written notice to  
73 SELLER, which notice shall be accompanied by a copy of the appraisal. If within five (5) days after receipt of  
74 BUYER'S notice of intent to cancel SELLER does not agree in writing to reduce the purchase price to an amount  
75 equal to the final appraised value of the Property, as determined by BUYER'S appraiser; or BUYER and SELLER fail  
76 to agree in writing on an acceptable sale price, this Contract shall be canceled and BUYER'S earnest money and any  
77 additional deposits shall be returned to BUYER subject to the provisions of Paragraph 9 of this Contract.  
78

79 **8. MAINTENANCE:** Until possession or closing, whichever occurs earlier, SELLER shall: maintain the Property in its  
80 present condition, remove all possessions, trash, debris and perform ordinary and necessary maintenance to the  
81 property.  
82

83 **9. EARNEST MONIES AND ADDITIONAL DEPOSITS:** Any Earnest Money or Additional Deposits shall be  
84 deposited within five (5) business days of the Effective Date, in an escrow account maintained by Listing Broker or  
85 Escrow Agent. BUYER and SELLER agree that the Listing Broker or Escrow Agent may retain any interest earned on  
86 escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant  
87 to a right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to BUYER, and  
88 neither party shall have any further rights or obligations under this Contract, except as otherwise stated. **Provided,**  
89 **notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and**  
90 **Additional Deposits, the parties understand that neither the Listing Broker nor the Escrow Agent can**  
91 **distribute the Earnest Money and Additional Deposits without the written consent of all parties.** If BUYER and  
92 SELLER can't agree upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing  
93 Broker or Escrow Agent may commence an inter-pleader action. BUYER and SELLER agree that Listing Broker or  
94 Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader proceeding  
95 including, without limitation, reasonable attorneys' fees and expenses. In the absence of a dispute or written consent  
96 to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within  
97 7 days of receipt or failure to make written demand for return or forfeiture of the Earnest Money and Additional  
98 Deposits within thirty (30) days of notice of cancellation of this Contract shall constitute consent to distribution of the  
99 Earnest Money and Additional Deposits as suggested in such certified letter.  
100

101 **10. SURVEY:** BUYER may, at BUYER'S expense, obtain a legal survey of the property from an engineer/surveyor  
102 licensed in the State of Kansas before the closing date to assure that there are no defects, encroachments, overlaps,  
103 boundary line or acreage disputes, or other matters, that would be disclosed by a survey. Prior to the closing date,  
104 BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the property or any  
105 building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. If SELLER  
106 does not remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title  
107 SELLER is able to convey without adjustment in the purchase price, or (b) canceling this Contract.  
108

109 **11. EVIDENCE OF TITLE:** Prior to the Closing Date, SELLER, at SELLER'S expense, agrees to deliver to BUYER a  
110 title insurance commitment from a company authorized to insure titles in Kansas. The title commitment shall commit to  
111 insure a marketable fee simple title to BUYER. However, title to the Property shall be subject to the conditions in this  
112 Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements,  
113 special assessments, and community contracts of record as of the effective date of the title commitment (the "Permitted  
114 Exceptions"). If BUYER notifies SELLER in writing of any objections to title, SELLER shall then make a good faith effort  
115 to remedy the defects in title. If SELLER does not remedy the title defects before the closing date, BUYER may elect to  
116 waive the objections, extend the closing date a reasonable time for SELLER to remedy the defects or cancel this  
117 contract.  
118

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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247 **23. BUYER AGENT COMPENSATION.** SELLER shall pay to BUYER'S Brokerage (Selling Company)  
248 compensation of \_\_\_\_% of sales price or \$500.00 at Closing.

249 **Broker commissions are not set by law and are always fully negotiable. Compensation to the BUYER'S**  
250 **Brokerage paid by Listing Broker and/or SELLER, if any, shall not exceed the compensation negotiated**  
251 **between BUYER and the Selling Company.**

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

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

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

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

|     |                                                  |                                                 |                          |
|-----|--------------------------------------------------|-------------------------------------------------|--------------------------|
| 265 |                                                  | <u>DIMAN NUTH</u>                               | <u>03/23/2025</u>        |
| 266 | <b>SELLER</b>                                    | <b>DATE</b>                                     | <b>BUYER</b> <b>DATE</b> |
| 267 |                                                  |                                                 |                          |
| 268 |                                                  |                                                 |                          |
| 269 | <b>SELLER</b>                                    | <b>DATE</b>                                     | <b>BUYER</b> <b>DATE</b> |
| 270 |                                                  |                                                 |                          |
| 271 | Coldwell Bank Patriot Realty                     | HOMEFRONT Real Estate Group                     |                          |
| 272 | Name of Listing Brokerage (Please Print)         | Name of Selling Brokerage (Please Print)        |                          |
| 273 |                                                  |                                                 |                          |
| 274 | Lance Custer                                     | Jade White                                      |                          |
| 275 | Name of Licensee Assisting Seller (Please Print) | Name of Licensee Assisting Buyer (Please Print) |                          |
| 276 |                                                  |                                                 |                          |
| 277 | 785-226-0438 /                                   | 785-210-6286 /                                  |                          |
| 278 | Listing Licensee Phone # Fax #                   | Selling Licensee Phone # Fax #                  |                          |
| 279 |                                                  |                                                 |                          |
| 280 | lance.custer@coldwellbanker.com                  | jade@homefrontrealestategroup.com               |                          |
| 281 | Listing Licensee Email Address                   | Selling Licensee Email Address                  |                          |
| 282 | BR0052930                                        | SP0024946                                       |                          |
| 283 | Listing Agent License #                          | Selling Agent License #                         |                          |
| 284 | BR0052930                                        | BR00222316                                      |                          |
| 285 | Supervising Broker License #                     | Supervising Broker License #                    |                          |
| 286 |                                                  |                                                 |                          |
| 287 |                                                  |                                                 |                          |

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

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

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

**(CHECK ONE)**

☐ Licensee Assisting Seller

Jade White

☒ Licensee Assisting Buyer

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## CANCELLATION AND MUTUAL RELEASE AGREEMENT

1 **SELLER:** JUNCTION CITY LAND BANK  
2 **BUYER:** DIMAN NUTH  
3 **PROPERTY:** LOT R10714

4  
5 THE UNDERSIGNED SELLER and BUYER agree that the Contract for the sale and purchase is canceled  
6 and the parties release all of their rights and interest in the Contract. SELLER and BUYER authorize  
7 Escrow Agent, Listing Broker or other party holding Earnest Money(s) to disburse the Earnest Money(s)  
8 and additional Deposit(s) \$ \_\_\_\_\_ as follows:

9  
10 \$ 500.00 to Buyer ☐ Mail ☒ Pick Up  
11 \$ \_\_\_\_\_ to Seller ☐ Mail ☐ Pick Up  
12 \$ \_\_\_\_\_ to Vendor \_\_\_\_\_  
13 \$ \_\_\_\_\_ to \_\_\_\_\_

14  
15 SELLER and BUYER release Escrow Agent, Listing Broker and their licensees, Selling Broker and their  
16 licensees, and/or other party holding Earnest Money(s) and additional Deposit(s) from any and all liability  
17 for disbursing the Earnest Money(s) and additional Deposit(s).

### IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING

18  
19  
20  
21 DIMAN NUTH 04/16/25  
22 **SELLER** **DATE** **BUYER** **DATE**  
23  
24  
25 **SELLER** **DATE** **BUYER** **DATE**  
26  
27  
28 MAILING ADDRESS MAILING ADDRESS  
29  
30  
31 CITY, STATE, ZIP CITY, STATE, ZIP  
32  
33  
34 PHONE PHONE

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Cancellation and Mutual Release Agreement-2019  
Page 1 of 1

**City of Junction City**  
**Land Bank Agenda Memo**  
**May 16, 2025**

**From:** Britain D. Stites, City Attorney

**To:** Land Bank

**Subject:** 1032 S Washington St

**Background:** The Land Bank sold this land in the last few months. There are a few hangups from a title company due to previous owners. Lance Custer put effort into clearing up these issues to help the sale occur; however, the previous owners went silent.

**Discussion of Issue:** The City staff (city clerk, city attorney) and Mr. Lance Custer have been in communication.

To expedite the issue, I encourage the Land Bank to authorize myself to take action (such as quiet title or other similar actions) to secure the deed or title and ensure its cleanliness. This way we can expedite it as much as possible while affording due process.

**Recommendation:** Staff recommends authorizing the city attorney, Land Bank broker, and city manager authority to handle this issue.

**Possible Motions:** I move to authorize the city manager, city attorney, and broker, Mr. Lance Custer, to take such actions as necessary to clear the deed concerning the property commonly known as 1032 S Washington Street, Junction City, Kansas, to effectuate a sale of property.

**City of Junction City**

**Land Bank**

**Agenda Memo**

05.20.2025

From: Kim Zimmerman, City Manager  
To: Land Bank Board  
Subject: Land Bank Offer

---

**Objective:** Consider amendment of Land Bank Resolution 22-2024.

**Explanation of Issue:** On September 3rd, 2024 the Land Bank Board approved Resolution 22-2024, 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. The buyers are requesting to amend this offer due to title issues. They are requesting to remove Lot 6, Block 7; Spring Valley Addition #2 and add Lot 24, Block 2; Sutter Woods Subdivision.

**Attachments:**

Sale Contract, Addendum, Land Bank Pricing Policy, Resolution, Special Warranty Deed and Notice of Sale

# ADDENDUM 1

Addendum to contract dated August 22nd, 2024 between:  
JUNCTION CITY LAND BANK (Sellers) and  
Tim Boos, Jennifer Boos (Buyers) on property located  
 at See on Addendum 1, Junction City, KS 66441

The reference numbers for the lot to be purchased are  
**R9465**

See Legal Descriptions below:

**R9465: SUTTER WOODS SUB , BLOCK 2 , Lot 24 , SECTION 04 TOWNSHIP 12 RANGE 05**

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

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

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

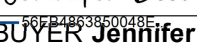
Seller warrants that there are not and will not be any special assessments associated with the lot Buyer does acknowledge that each lot purchases has storm water fees associated with the lot. Once the water meter is installed and in use, the storm water fees become assessed on the water bill. In the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

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

The seller will pay Prestige Realty & Associates \$500 per lot purchased.

The buyers were previously under contract for R11116: SPRING VALLEY ADD #2, BLOCK 7, Lot 6, SECTION 16, TOWNSHIP 12, RANGE 05, but were unable to close due to title issues. This lot was part of a group of seven others they successfully purchased under the original agreement. The buyers are now requesting to substitute R11116 with R9465. Since Heartland Title is still holding their funds from the intended purchase of the eighth lot, no additional earnest money or proof of funds will be required.

A cancellation for the purchase of R11116: SPRING VALLEY ADD #2, BLOCK 7, Lot 6, SECTION 16, TOWNSHIP 12, RANGE 05 will be sent over once an agreement is reached on R9465.

|                                       |      |                                                                                      |           |
|---------------------------------------|------|--------------------------------------------------------------------------------------|-----------|
|                                       |      | Signed by:                                                                           |           |
|                                       |      |   | 4/22/2025 |
| SELLER <b>JUNCTION CITY LAND BANK</b> | DATE | Signed by:                                                                           |           |
|                                       |      |  | DATE      |
| SELLER                                | DATE | <b>BUYER Tim Boos</b>                                                                | 4/22/2025 |
|                                       |      |  | DATE      |
|                                       |      | <b>BUYER Jennifer Boos</b>                                                           |           |

# VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: JUNCTION CITY LAND BANK (State marital status)

BUYER: Tim Boos, Jennifer Boos

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

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

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

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

See Addendum 1

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

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

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

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

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

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

Deposited with:

☐ \_\_\_\_\_ Listing Broker  
☒ Heartland Title Escrow/Closing Agent  
☐ If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, escrow/closing agent shall be \_\_\_\_\_

b. Total amount financed by BUYER \$ \_\_\_\_\_

c. Balance of purchase price to be paid on or before closing \$ 2,500.00

3. **CLOSING AND POSSESSION:** By June 26, 2025 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

4. **ADDENDA/CONTINGENCIES:** The following Addenda (riders, supplements, etc.) are attached and are a part of this Contract (Check Applicable):

☐ Contingency for Sale and/or Closing Addendum ☐ Other: \_\_\_\_\_  
☐ Seller's Land Disclosure and Condition Addendum ☒ Other: Addendum #1

5. **CASH SALE:** ☒ Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to close within \_\_\_\_\_ days (5 days if left blank) of the effective date of the contract. Buyer may, within \_\_\_\_\_ days of the effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed appraiser.

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

70  
71 **7. APPRAISED VALUE CONTINGENCY:** If the final appraised value of the Property, as determined by BUYER'S  
72 appraiser, is not equal to or greater than the purchase price, BUYER may cancel this Contract by written notice to  
73 SELLER, which notice shall be accompanied by a copy of the appraisal. If within five (5) days after receipt of  
74 BUYER'S notice of intent to cancel SELLER does not agree in writing to reduce the purchase price to an amount  
75 equal to the final appraised value of the Property, as determined by BUYER'S appraiser; or BUYER and SELLER fail  
76 to agree in writing on an acceptable sale price, this Contract shall be canceled and BUYER'S earnest money and any  
77 additional deposits shall be returned to BUYER subject to the provisions of Paragraph 9 of this Contract.

78  
79 **8. MAINTENANCE:** Until possession or closing, whichever occurs earlier, SELLER shall: maintain the Property in its  
80 present condition, remove all possessions, trash, debris and perform ordinary and necessary maintenance to the  
81 property.

82  
83 **9. EARNEST MONIES AND ADDITIONAL DEPOSITS:** Any Earnest Money or Additional Deposits shall be  
84 deposited within five (5) business days of the Effective Date, in an escrow account maintained by Listing Broker or  
85 Escrow Agent. BUYER and SELLER agree that the Listing Broker or Escrow Agent may retain any interest earned on  
86 escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant  
87 to a right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to BUYER, and  
88 neither party shall have any further rights or obligations under this Contract, except as otherwise stated. **Provided,**  
89 **notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and**  
90 **Additional Deposits, the parties understand that neither the Listing Broker nor the Escrow Agent can**  
91 **distribute the Earnest Money and Additional Deposits without the written consent of all parties.** If BUYER and  
92 SELLER can't agree upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing  
93 Broker or Escrow Agent may commence an inter-pleader action. BUYER and SELLER agree that Listing Broker or  
94 Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader proceeding  
95 including, without limitation, reasonable attorneys' fees and expenses. In the absence of a dispute or written consent  
96 to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within  
97 7 days of receipt or failure to make written demand for return or forfeiture of the Earnest Money and Additional  
98 Deposits within thirty (30) days of notice of cancellation of this Contract shall constitute consent to distribution of the  
99 Earnest Money and Additional Deposits as suggested in such certified letter.

100  
101 **10. SURVEY:** BUYER may, at BUYER'S expense, obtain a legal survey of the property from an engineer/surveyor  
102 licensed in the State of Kansas before the closing date to assure that there are no defects, encroachments, overlaps,  
103 boundary line or acreage disputes, or other matters, that would be disclosed by a survey. Prior to the closing date,  
104 BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the property or any  
105 building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. If SELLER  
106 does not remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title  
107 SELLER is able to convey without adjustment in the purchase price, or (b) canceling this Contract.

108  
109 **11. EVIDENCE OF TITLE:** Prior to the Closing Date, SELLER, at SELLER'S expense, agrees to deliver to BUYER a  
110 title insurance commitment from a company authorized to insure titles in Kansas. The title commitment shall commit to  
111 insure a marketable fee simple title to BUYER. However, title to the Property shall be subject to the conditions in this  
112 Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements,  
113 special assessments, and community contracts of record as of the effective date of the title commitment (the "Permitted  
114 Exceptions"). If BUYER notifies SELLER in writing of any objections to title, SELLER shall then make a good faith effort  
115 to remedy the defects in title. If SELLER does not remedy the title defects before the closing date, BUYER may elect to  
116 waive the objections, extend the closing date a reasonable time for SELLER to remedy the defects or cancel this  
117 contract.

118  
119 **12. TAX PRORATION, REASSESSMENT AND CLASSIFICATION:** The parties agree that all of the  
120 following which become due and accrue during the calendar year in which SELLER'S warranty deed is  
121 delivered shall be prorated between the parties as of the Closing Date and, for all years thereafter, all of  
122 the following, to the extent permitted by applicable law, shall be assumed and paid by BUYER, interest on

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

- ☐ BUYER'S Agent  
☒ Designated BUYER'S Agent (**Supervising Broker acts as a Transaction Broker**)  
☐ 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. **BUYER AGENT COMPENSATION.** SELLER shall pay to BUYER'S Brokerage (Selling Company) compensation of \_\_\_\_% of sales price or \$\_\_\_\_\_ at Closing.

Broker commissions are not set by law and are always fully negotiable. Compensation to the BUYER'S Brokerage paid by Listing Broker and/or SELLER, if any, shall not exceed the compensation negotiated between BUYER and the Selling Company.

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

25. **EXPIRATION.** This offer shall expire on April 30, 2025, at \_\_\_\_\_ o'clock \_\_\_\_ .m. (5:00 p.m. if left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

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

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

|                                       |      |                       |      |
|---------------------------------------|------|-----------------------|------|
| SELLER <b>JUNCTION CITY LAND BANK</b> | DATE | BUYER <b>Tim Boos</b> | DATE |
|---------------------------------------|------|-----------------------|------|

|        |      |                            |      |
|--------|------|----------------------------|------|
| SELLER | DATE | BUYER <b>Jennifer Boos</b> | DATE |
|--------|------|----------------------------|------|

|                                       |                |                                         |                |
|---------------------------------------|----------------|-----------------------------------------|----------------|
| <b>Coldwell Banker Patriot Realty</b> |                | <b>Prestige Realty &amp; Associates</b> |                |
| Name of Listing Brokerage             | (Please Print) | Name of Selling Brokerage               | (Please Print) |

|                                   |                |                                  |                |
|-----------------------------------|----------------|----------------------------------|----------------|
| <b>Lance Custer</b>               |                | <b>Casey Maransani</b>           |                |
| Name of Licensee Assisting Seller | (Please Print) | Name of Licensee Assisting Buyer | (Please Print) |

|                          |       |                          |       |
|--------------------------|-------|--------------------------|-------|
| <b>(785)226-0438</b>     | /     | <b>(620)232-0822</b>     | /     |
| Listing Licensee Phone # | Fax # | Selling Licensee Phone # | Fax # |

|                                        |  |                                    |  |
|----------------------------------------|--|------------------------------------|--|
| <b>lance.custer@coldwellbanker.com</b> |  | <b>casey_maransani@hotmail.com</b> |  |
| Listing Licensee Email Address         |  | Selling Licensee Email Address     |  |

|                         |  |                         |  |
|-------------------------|--|-------------------------|--|
| <b>BR00052930</b>       |  | <b>BR0023517</b>        |  |
| Listing Agent License # |  | Selling Agent License # |  |

|                              |  |                              |  |
|------------------------------|--|------------------------------|--|
| <b>BR00052930</b>            |  | <b>BR00232151</b>            |  |
| 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)**

|                                                    |                                                              |
|----------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Licensee Assisting Seller | <input checked="" type="checkbox"/> Licensee Assisting Buyer |
|                                                    | <b>Casey Maransani</b>                                       |

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# VACANT LAND REAL ESTATE SALE CONTRACT

**THIS CONTRACT is made between:**

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

**BUYER:** Tim Boos, Jennifer Boos

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

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

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

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

**See Addendum 1**

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

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

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

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

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

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

Deposited with:

☐ \_\_\_\_\_ Listing Broker  
☒ Heartland Title Escrow/Closing Agent  
☐ If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, escrow/closing agent shall be \_\_\_\_\_

b. Total amount financed by BUYER \$ \_\_\_\_\_

c. Balance of purchase price to be paid on or before closing \$ 2,500.00

**3. CLOSING AND POSSESSION:** By June 26, 2025 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

**4. ADDENDA/CONTINGENCIES:** The following Addenda (riders, supplements, etc.) are attached and are a part of this Contract (Check Applicable):

☐ Contingency for Sale and/or Closing Addendum ☐ Other: \_\_\_\_\_  
☐ Seller's Land Disclosure and Condition Addendum ☒ Other: Addendum #1

**5. CASH SALE:** ☒ Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to close within \_\_\_\_\_ days (5 days if left blank) of the effective date of the contract. Buyer may, within \_\_\_\_\_ days of the effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed appraiser.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subject to any inspections permitted by the terms hereof, and cancellation of this agreement as allowed herein, BUYER agrees to purchase the property in its present condition only, without representations, warranties or guarantees 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:**

- ☐ BUYERS'S Agent
- ☒ Designated BUYERS'S Agent (**Supervising Broker acts as a Transaction Broker**)
- ☐ 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. BUYER AGENT COMPENSATION.** SELLER shall pay to BUYER'S Brokerage (Selling Company) compensation of \_\_\_\_% of sales price or \$\_\_\_\_\_ at Closing.

**Broker commissions are not set by law and are always fully negotiable. Compensation to the BUYER'S Brokerage paid by Listing Broker and/or SELLER, if any, shall not exceed the compensation negotiated between BUYER and the Selling Company.**

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

**25. EXPIRATION.** This offer shall expire on April 30, 2025, at \_\_\_\_\_ o'clock \_\_\_\_ .m. (5:00 p.m. if left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

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

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

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

**SELLER** **DATE**

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

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

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

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

**BR00052930**  
 Listing Agent License #

**BR00052930**  
 Supervising Broker License #

Signed by:  
Tim Boos 4/22/2025

**BUYER Tim Boos** **DATE**

Jennifer Boos 4/22/2025

**BUYER Jennifer Boos** **DATE**

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

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

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

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

**BR0023517**  
 Selling Agent License #

**BR00232151**  
 Supervising Broker License #

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

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

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

**(CHECK ONE)**

☐ Licensee Assisting Seller

Signed by:  
CASEY MARANSANI

☒ Licensee Assisting Buyer

**Casey Maransani**

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## SELLER'S ESTIMATED PROCEEDS WORKSHEET

1 **SELLER:** Junction City Land Bank

2 **PROPERTY:** R9465 Fox Sparrow Ct

3 **ESTIMATED CLOSING DATE:** June 26, 2025

4 **PRICE:** ..... \$ 2,500.00

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 ..... \$ 500.00

18 Selling Commission ..... \$ 500.00

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

20 Marketing Fee ..... \$

21 Homes Association Dues ..... \$

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

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

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

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

26 Home Warranty Fee ..... \$

27 Other ..... \$

28

29 **Total to be paid at Closing** ..... \$ 1,000.00

30 **APPROXIMATE NET PROCEEDS** ..... \$ 1,500.00

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:** \_\_\_\_\_

43

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

45

46 **By:** Lance Custer Date 5-18-25

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

48

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

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

Seller's Estimated Proceeds Worksheet 2008

# ADDENDUM 1

Addendum to contract dated August 22nd, 2024 between:  
JUNCTION CITY LAND BANK (Sellers) and  
Tim Boos, Jennifer Boos (Buyers) on property located  
 at See on Addendum 1, Junction City, KS 66441

The reference numbers for the lot to be purchased are  
**R9465**

See Legal Descriptions below:

**R9465: SUTTER WOODS SUB , BLOCK 2 , Lot 24 , SECTION 04 TOWNSHIP 12 RANGE 05**

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

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

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

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

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

The seller will pay Prestige Realty & Associates \$500 per lot purchased.

The buyers were previously under contract for R11116: SPRING VALLEY ADD #2, BLOCK 7, Lot 6, SECTION 16, TOWNSHIP 12, RANGE 05, but were unable to close due to title issues. This lot was part of a group of seven others they successfully purchased under the original agreement. The buyers are now requesting to substitute R11116 with R9465. Since Heartland Title is still holding their funds from the intended purchase of the eighth lot, no additional earnest money or proof of funds will be required.

A cancellation for the purchase of R11116: SPRING VALLEY ADD #2, BLOCK 7, Lot 6, SECTION 16, TOWNSHIP 12, RANGE 05 will be sent over once an agreement is reached on R9465.

|                                       |      |                                                                                      |           |
|---------------------------------------|------|--------------------------------------------------------------------------------------|-----------|
|                                       |      | Signed by:                                                                           |           |
|                                       |      |   | 4/22/2025 |
| SELLER <b>JUNCTION CITY LAND BANK</b> | DATE | Signed by:                                                                           |           |
|                                       |      |  | DATE      |
| SELLER                                | DATE | <b>BUYER Jennifer Boos</b>                                                           | DATE      |

RESOLUTION NO. 09-2025

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 TIM BOOS AND JENNIFER BOOS.

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 Tim Boos and Jennifer Boos. 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 Twenty-four (24), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas to Tim Boos and Jennifer Boos.
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 20TH DAY OF MAY 2025.

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Pat Landes  
Chairman

ATTEST:

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Ariana Diaz Lorenzo De Barreto, Secretary

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this 20th day of May, 2025, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Tim Boos and Jennifer Boos as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Twenty-four (24), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

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

ATTEST:

\_\_\_\_\_  
Ariana Diaz Lorenzo De Barreto  
Secretary, Land Bank Board of Trustees

STATE OF KANSAS                    )  
                                              ) ss.  
COUNTY OF GEARY                )

On this 20th day of May, 2025, 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 Twenty-four (24), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

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

/s/ Ariana Diaz Lorenzo De Barreto

Land Bank Secretary

May 20, 2025

# City of Junction City

## Land Bank

### Agenda Memo

09-03-2024

**From:** Gerry Vernon, Interim City Manager

**To:** Land Bank Board

**Subject:** Land Bank Offer

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

**Explanation of Issue:** Tim & Jennifer Boos are offering 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.

**Options:**

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

**Staff Recommendation:** This is a standard offer of \$2,500 for each of 8 lots for a total of \$20,000. This is a standard offer for contractors/developers that purchase 5 or more lots.

**Attachments:**

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

RESOLUTION NO. 22-2024

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 TIM BOOS AND JENNIFER BOOS.

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 Tim Boos and Jennifer Boos. 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 Seven (7), Block Eleven (11), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas, Lot Twenty-nine (29), Block Eight (8), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas, Lot Seven (7), Block Nine (9), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas, Lot Seven (7), Block One (1), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas, Lot Nine (9), Block Four (4), Deer Creek Addition to the City of Junction City, Geary County, Kansas, Lot Sixteen (16), Block Four (4), Deer Creek Addition to the City of Junction City, Geary County, Kansas, Lot Thirty-Nine (39), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas, Lot 6, Block 7, Spring Valley Addition, Unit No. 2 to Junction City, Geary County, Kansas (2707 Elm Creek Dr) to Tim Boos and Jennifer Boos.
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 3RD DAY OF SEPTEMBER 2024.

  
Pat Landes  
Chairman

ATTEST:  
  
Ariana Diaz Lorenzo, Secretary



### **SPECIAL WARRANTY DEED**

THIS INDENTURE is made this 3rd 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 Tim Boos and Jennifer Boos 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 Seven (7), Block Eleven (11), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Twenty-nine (29), Block Eight (8), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Seven (7), Block Nine (9), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

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

Lot Nine (9), Block Four (4), Deer Creek Addition to the City of Junction City, Geary County, Kansas

Lot Sixteen (16), Block Four (4), Deer Creek Addition to the City of Junction City, Geary County, Kansas

Lot Thirty-Nine (39), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot 6, Block 7, Spring Valley Addition, Unit No. 2 to Junction City, Geary County, Kansas (2707 Elm Creek Dr)

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 3rd 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 Seven (7), Block Eleven (11), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

Lot Twenty-nine (29), Block Eight (8), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Seven (7), Block Nine (9), Sutter Woods Subdivision, a Subdivision to the City of Junction City, Geary County, Kansas

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

Lot Nine (9), Block Four (4), Deer Creek Addition to the City of Junction City, Geary County, Kansas

Lot Sixteen (16), Block Four (4), Deer Creek Addition to the City of Junction City, Geary County, Kansas

Lot Thirty-Nine (39), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

Lot 6, Block 7, Spring Valley Addition, Unit No. 2 to Junction City, Geary County, Kansas (2707 Elm Creek Dr)

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 3, 2024



## City of Junction City

### Land Bank

### Agenda Memo

05-20-2025

From: Kim Zimmerman, City Manager  
To: Land Bank Board  
Subject: Land Bank Offer

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

**Explanation of Issue:** G & G Builders LLC is offering to purchase Lots 24, 26, 28, 29, 30, Block 2; Sutter Woods Subdivision in the amount \$12,500.

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

**Staff Recommendation:** This is a contractor offer of \$2,500 per lot for a total of \$12,500.

**Attachments:**

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



# VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: G & G Builders 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:

R9459, R9460, R9461, R9463, R9670 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 26, 28, 29, 30, BLOCK 2, & Lot 10, BLOCK 1, SUTTER WOODS SUB, to the City of Junction City, Geary CO, KS

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

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

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

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

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

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

Deposited with:

☐ \_\_\_\_\_ Listing Broker  
☒ Heartland Title Escrow/Closing Agent  
☐ If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, escrow/closing agent shall be \_\_\_\_\_

b. Total amount financed by BUYER \$ \_\_\_\_\_

c. Balance of purchase price to be paid on or before closing \$ 12,000.00

3. **CLOSING AND POSSESSION:** By June 27, 2025 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

4. **ADDENDA/CONTINGENCIES:** The following Addenda (riders, supplements, etc.) are attached and are a part of this Contract (Check Applicable):

☐ Contingency for Sale and/or Closing Addendum ☒ Other: Covenants, Junction City Pricing Doc  
☐ Seller's Land Disclosure and Condition Addendum ☒ Other: Addendum 1

5. **CASH SALE:** ☒ Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to close within \_\_\_\_\_ days (5 days if left blank) of the effective date of the contract. Buyer may, within \_\_\_\_\_ days of the effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed appraiser.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subject to any inspections permitted by the terms hereof, and cancellation of this agreement as allowed herein, BUYER agrees to purchase the property in its present condition only, without representations, warranties or guarantees 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:**

- ☒ BUYERS'S Agent
- ☐ Designated BUYERS'S Agent (**Supervising Broker acts as a Transaction Broker**)
- ☐ 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. BUYER AGENT COMPENSATION.** SELLER shall pay to BUYER'S Brokerage (Selling Company) compensation of \_\_\_\_% of sales price or \$ 2,500.00 at Closing.

**Broker commissions are not set by law and are always fully negotiable. Compensation to the BUYER'S Brokerage paid by Listing Broker and/or SELLER, if any, shall not exceed the compensation negotiated between BUYER and the Selling Company.**

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

**25. EXPIRATION.** This offer shall expire on May 15, 2025, at 5:00 o'clock p.m. (5:00 p.m. if left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

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

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

DocuSigned by:

*Glenn Callison*

4/24/2025

**SELLER** Junction City Land Bank **DATE** \_\_\_\_\_

**BUYER** G & G Builders LLC **DATE** \_\_\_\_\_

**SELLER** **DATE** \_\_\_\_\_

**BUYER** **DATE** \_\_\_\_\_

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

**KW One Legacy Partners, LLC**  
Name of Selling Brokerage (Please Print)

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

**Kelly Niemczyk**  
Name of Licensee Assisting Buyer (Please Print)

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

**(785)375-8300** /  
Selling Licensee Phone # Fax #

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

**kelly@prestigeevolution.com**  
Selling Licensee Email Address

**BR00052930**  
Listing Agent License #

**BR00223447**  
Selling Agent License #

**BR00052930**  
Supervising Broker License #

**BR00223447**  
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

**Kelly Niemczyk**

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# AMENDMENT

THIS AMENDMENT FORM IS FOR USE IN CHANGING THE TERMS OF AN EXISTING CONTRACT.  
IT IS NOT INTENDED FOR USE AS PART OF AN OFFER OR COUNTER OFFER DURING NEGOTIATIONS.

1 **SELLER:** Junction City Land Bank

2 **BUYER:** G & G Builders LLC

3 **PROPERTY:** R9459, R9460, R9461, R9463, R9670 , Junction City, KS 66441

4 ***This amendment modifies the terms of the above referenced contract. Except for the changes***  
5 ***noted below, all of the other provisions of the contract shall remain in full effect.***

6  
7 1. ☒ **BASE CONTRACT - Paragraph #** 3 **or** ☐  
8 **ADDENDUM - Paragraph #** \_\_\_\_\_ **is changed as follows:** Closing and possession: By 06/30/2025.

9  
10  
11  
12 2. ☒ **BASE CONTRACT - Paragraph #** 25 **or** ☐  
13 **ADDENDUM - Paragraph #** \_\_\_\_\_ **is changed as follows:** Expiration: 06/30/2025.

14  
15  
16  
17 3. ☐ **BASE CONTRACT - Paragraph #** \_\_\_\_\_ **or** ☐  
18 **ADDENDUM - Paragraph #** \_\_\_\_\_ **is changed as follows:** \_\_\_\_\_

19  
20  
21  
22 4. **ADDITIONAL TERMS:** \_\_\_\_\_

23  
24  
25  
26 5. ☐ **ADDITIONAL PAGES.** (Check if Applicable). The \_\_\_\_\_ additional pages attached to this Amendment  
27 contain terms which are an integral part of this Contract.

28  
29 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

DocuSigned by:

Glenn Callison

5/13/2025

1E1D62170F9242D...

30  
31  
32 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
33 Junction City Land Bank

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
34 G & G Builders LLC

35 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_ **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

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 May 2011.

Amendment 2011  
Page 1 of 1

# AMENDMENT 1

Amendment to contract dated \_\_\_\_\_ between:  
**Junction City Land Bank** (Sellers) and  
**G & G Builders LLC** (Buyers) on property located  
 at **R9459, R9460, R9461, R9463, R9670 , Junction City, KS 66441**

**Buyer and Seller agree to remove R9670, Lot 10, BLOCK 1, SUTTER WOODS SUB, from the contract and R9465 , Lot 24, BLOCK 2 ,SUTTER WOODS SUB is added to the contract. Also, Closing and possession is extended to : one or before 06/30/2025 and the expiration date on paragraph 25 is removed.**

|                                                          |                       |                                                                                                                                                                                                                                                                                                                                             |                            |
|----------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| SELLER <b>Junction City Land Bank</b><br>_____<br>SELLER | DATE<br>_____<br>DATE | <div style="text-align: center;">                     DocuSigned by:<br/> <br/> <b>Glenn Callison</b><br/>                     BUYER <b>G &amp; G Builders LLC</b><br/>                     _____<br/>                     BUYER                 </div> | 5/19/2025<br>_____<br>DATE |
|----------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|

# ADDENDUM 1

Addendum to contract dated April 24th, 2025 between:  
Junction City Land Bank (Sellers) and  
G & G Builders LLC (Buyers) on property located  
at R9459, R9460, R9461, R9463, R9670 , Junction City, KS 66441

The reference number of the lot to be purchased is R9459, R9460, R9461, R9463, R9670.

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 of the lot for buyer's intended purpose; Buyer's further acknowledge that there is currently no electrical power servicing the area. Buyer's are responsible for verifying whether gas lines currently exist. Any necessary future improvements to the lots for utilities shall be buyer's responsibility.

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

Seller will not mow or clear lot of debris before or after closing.

|                                       |      |                                                                                      |           |
|---------------------------------------|------|--------------------------------------------------------------------------------------|-----------|
|                                       |      | DocuSigned by:                                                                       |           |
|                                       |      |  | 4/24/2025 |
| SELLER <u>Junction City Land Bank</u> | DATE | BUYER <u>G &amp; G Builders LLC</u>                                                  | DATE      |
| SELLER                                | DATE | BUYER                                                                                | DATE      |

RESOLUTION NO. 10-2025

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 G & G BUILDERS 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 G & G Builders 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 Twenty-four (24), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas, Lot Twenty-six (26), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas, Lot Twenty-eight (28), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas, Lot Twenty-nine (29), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas, Lot Thirty (30), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas,.
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 20TH DAY OF MAY 2025.

---

Pat Landes  
Chairman

ATTEST:

---

Ariana Diaz Lorenzo De Barreto, Secretary

### **SPECIAL WARRANTY DEED**

THIS INDENTURE is made this 20th day of May, 2025, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and G & G Builders LLC as Grantee.

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

Lot Twenty-four (24), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Twenty-six (26), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Twenty-eight (28), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Twenty-nine (29), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Thirty (30), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

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

every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor.

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

GRANTOR

JUNCTION CITY LAND BANK

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

ATTEST:

\_\_\_\_\_  
Ariana Diaz Lorenzo De Barreto  
Secretary, Land Bank Board of Trustees

STATE OF KANSAS                    )  
                                                  ) ss.  
COUNTY OF GEARY                )

On this 20th day of May, 2025, 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

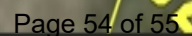
My Commission Expires:

\_\_\_\_\_



SAWMILL RD

^  
60'  
60'  
V



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 Twenty-four (24), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Twenty-six (26), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Twenty-eight (28), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Twenty-nine (29), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

Lot Thirty (30), Block Two (2), Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas

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

/s/ Ariana Diaz Lorenzo De Barreto

Land Bank Secretary

May 20, 2025