

Land Bank

August 21, 2018

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

**Pat Landes
Phyllis Fitzgerald
Tim Brown
Jeff Underhill
Nicholas Allbritton**

1. 6:30 P.M. - CALL TO ORDER:

2. NEW BUSINESS:

- [a.](#) Consideration of Land Bank Minutes for August 7, 2018 Meeting. (p.2)
- [b.](#) Consider a Land Bank Lot Proposal. (p.4)
- [c.](#) Consider the offer from Eldon Beichter & Lennis Beichter to purchase Lot 35, Block 2, of Sutter Woods Subdivision in the amount of \$5,000. (p.6)
- [d.](#) Consider the offer from Michael Gibson & Brenna Gibson to purchase Lot 6, Block 10, of Sutter Highlands Subdivision in the amount of \$5,000. (p.18)
- [e.](#) Consider the offer from Kyle Ibarra & Harmony Ibarra to purchase Lot 32, Block 2, of Sutter Woods Subdivision in the amount of \$5,000. (p.31)
- [f.](#) Consider the offer from Brandon Kehoe & Lacey Kehoe to purchase Lot 3, Block 4, of Deer Creek Addition in the amount of \$5,000. (p.44)

3. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Land Bank Minutes for August 7, 2018 Meeting.

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

August 7, 2018

6:30 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, August 7, 2018 with Chairman Pat Landes presiding.

The following members of the Land Bank were present: Pat Landes, Phyllis Fitzgerald, Tim Brown, Jeff Underhill and Nick Allbritton. Staff present was: Allen Dinkel, Tammy Melton, Britain Stites and Lindsay Miller.

NEW BUSINESS

Land Bank Minutes for July 17, 2018 Meeting was presented for consideration. Trustee Fitzgerald moved to approve Land Bank Minutes for July 17, 2018 Meeting, seconded by Trustee Underhill. Ayes: Landes, Fitzgerald, Brown, Underhill and Allbritton. Nays: None. Motion Carried.

The Land Bank Lot Proposal to offer Land Bank Lots to new teachers at USD 475 and St. Xavier School employees was presented, City Manager Dinkel and Chairman Landes started a discussion with the board. Decision is pending legal information from City Attorney Stites.

The review of policy regarding the Olivia Farm Land Bank Lots was presented, City Manager Dinkel gave details and answered questions. There was consensus to move forward with looking at other offers.

The request to add Mann's Ranch to Land Bank Lots was presented, City Manager Dinkel gave details and answered questions. The decision is pending a future conversation with the County.

ADJOURNMENT

Trustee Fitzgerald moved, seconded by Trustee Underhill to adjourn at 6:55 p.m. Ayes: Landes, Fitzgerald, Brown, Underhill and Allbritton. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 21ST DAY OF AUGUST AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR AUGUST 7, 2018.

Tammy Melton, Secretary

Pat Landes, Chairman

Backup material for agenda item:

- b. Consider a Land Bank Lot Proposal.

City of Junction City

Land Bank

Agenda Memo

08-10-2018

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Lot Proposal

Objective: Consider a Land Bank Lot Proposal

Explanation of Issue: Chairman Landes would like to discuss a proposal to offer Land Bank Lots to new teachers at USD 475 and St. Xavier School to encourage them to live in Junction City. This is to continue discussion from the last meeting.

As you know 45 Land Bank Lots were offered to CAMSO for employees of that firm as an incentive.

Staff Recommendation: My only consideration is future precedence that may be conceived.

Attachments: None

Backup material for agenda item:

- c. Consider the offer from Eldon Beichter & Lennis Beichter to purchase Lot 35, Block 2, of Sutter Woods Subdivision in the amount of \$5,000.

City of Junction City

Land Bank

Agenda Memo

08-09-2018

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Eldon E. and Lennis L. Beichter are offering to purchase Lot 35, Block 2 of the Sutter Woods Subdivision for \$5,000.00. This lot is to the west of 2502 Sawmill Road which they presently own.

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

Staff Recommendation: Sell the lot.

Attachments: Sale Contract.



VACANT LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

2
3 SELLER: Junction City Land Bank (State marital status)

4
5 BUYER: Eldon Eugene Beichter, Lennis Louise Beichter

6
7 BUYER TAKING TITLE AS: ☒ JTWROS OR ☐ Tenants In Common

8
9 1. PROPERTY: BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements (the
10 "Property") commonly known as:

11
12 Street Address (if available) City State Zip County

13
14 LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)

15 Lot 35, Block 2, Sutter Woods Subdivision, Junction City, Geary County, KS

16
17
18 (Subject to easements, rights of way and restrictions of record)

19
20 There are no leasehold interests or tenant's rights in the subject property except as follows:

21
22
23 ZONING: Buyer takes the property subject to the current zoning classification.

24
25 2. PURCHASE PRICE: The purchase price for the property is \$ 5,000.00
26 which BUYER agrees to pay as follows:

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

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

30 Deposited with:

31 ☐ Listing Broker

32 ☒ Heartland Title Company Escrow/Closing Agent

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

35
36
37 b. Total amount financed by BUYER \$

38
39 c. Balance of purchase price to be paid on or before closing \$ 4,500.00

40
41 3. CLOSING AND POSSESSION: By September 21, 2018 ("Closing Date") SELLER shall execute and deliver
42 into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all
43 other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date,
44 BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by
45 BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract.
46 SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM
47 OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have
48 been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver
49 possession of the Property to BUYER on _____ at _____, M., (if left blank, the Closing
50 Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.

51
52 4. ADDENDA/CONTINGENCIES: The following Addenda (riders, supplements, etc.) are attached and are a part of
53 this Contract (Check Applicable):

54
55 ☐ Contingency for Sale and/or Closing Addendum ☐ Other:
56 ☐ Seller's Land Disclosure and Condition Addendum ☐ Other:

57
58 5. CASH SALE: ☒ Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to
59 close within _____ days (5 days if left blank) of the effective date of the contract. Buyer may, within _____ days of the
60 effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed
61 appraiser.

62
Vacant Land Real Estate Sale Contract - 2017

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Coldwell Banker Mowry Custer Realtors®, 522 N. Eisenhower Dr. Junction City KS 66441
Lance Custer

Phone: 7857624663

Fax: 7857622292

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JCLB-Beichter

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 to
87 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

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

136
137 **13. SPECIAL ASSESSMENTS:** In accordance with Kansas law, BUYER hereby acknowledges that, if
138 applicable, SELLER has disclosed to BUYER that the subject property is located in an improvement
139 district created pursuant to Kansas law and is or may be subject to a special assessment or fee pursuant
140 to Kansas law. Furthermore, SELLER has disclosed to BUYER the amount of any applicable special
141 assessment or fee or, if the amount of such special assessment or fee is unknown to SELLER, has given
142 to BUYER a good faith estimation of such special assessment or fee. **(Check one):**

- 143 ☐ THE SELLER DISCLOSES the estimated annual special assessment tax is _____.
- 144 ☐ THE SELLER DISCLOSES the actual annual special assessment tax is _____.
- 145

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

151
152 **15. NOTICES.** Any notice or other communication required may be delivered in person, by facsimile, United States
153 Postal Service, courier service or email to the address set forth in this Contract or such other address or number as
154 shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as
155 of the date and time so delivered. Delivery to or receipt by a party's licensee shall constitute delivery to the party.

156
157 **16. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS.** This Contract and all attachments, amendments
158 and addenda constitute the complete agreement of the parties, supersede all previous agreements, and may be
159 modified or assigned only by written agreement.

160
161 **17. DEFAULTS AND REMEDIES.** SELLER or BUYER is in default if either fails to comply with any material covenant,
162 agreement or obligation within any time limits required. Following a default by either SELLER or BUYER, the other
163 party shall have the following remedies, subject to the provisions of Paragraph 12:

164 a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as
165 a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and,
166 at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this
167 Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.

168 b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER
169 as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at
170 SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a
171 penalty or pursue any other remedy and damages available at law or in equity.

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

175
176 **18. SEXUAL PREDATOR NOTICE.** Kansas law requires persons who are convicted of certain crimes,
177 including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you,
178 as the BUYER, desire information regarding those registrants, you may find information on the homepage of
179 the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's
180 office.

181

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

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

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

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

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

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

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

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

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

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

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

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- 242 ☒ Transaction Broker and BUYER agree, if applicable, to sign a Transaction Broker
243 Agreement. Buyer is not being represented.
244 ☐ SELLER'S Agent and Buyer is not being represented
245 ☐ Designated SELLER'S Agent in BUYER Purchase of the Property
246 (Supervising Broker acts as a Transaction Broker.) BUYER is not being represented.
247 ☐ Subagent
248

249 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other
250 fees, shall be paid out of escrow at Closing by ☒ SELLER and, or, ☐ BUYER unless otherwise described in the
251 terms of the respective agency agreements or other SELLER/BUYER agreements. SELLER and BUYER
252 understand and agree that Brokers may be compensated by more than one party in the transaction.
253

254 **24. ADDITIONAL TERMS AND CONDITIONS.** Buyer agrees to pay Owner Title Policy and
255 Settlement Fee.
256

257
258 **25. EXPIRATION.** This offer shall expire on _____, at _____ o'clock ____ .m. (5:00 p.m. if
259 left blank) unless accepted by SELLER or withdrawn by BUYER before that time.
260

261 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS**
262 **CONTRACT.**
263

264 All parties agree that this transaction can be conducted by electronic means according to the Uniform
265 Electronic Transaction Act as adopted in Kansas.
266

267
268 **SELLER** Junction City Land Bank **DATE**

269
270
271 **SELLER** **DATE**

272
273 **Coldwell Banker Mowry Custer Realtors**

274 **Name of Listing Brokerage** (Please Print)

275
276 **Lance A. Custer**

277 **Name of Licensee Assisting Seller** (Please Print)

278
279 **(785) 226-0438** /

280 **Listing Licensee Phone #** **Fax #**

281
282 **lance.custer@coldwellbanker.com**

283 **Listing Licensee Email Address**

284 **BR00052930**

285 **Listing Agent License #**

286 **BR00052930**

287 **Supervising Broker License #**

288

289

Eden Eugene Beichter 8/10/18
268 **BUYER** Eden Eugene Beichter **DATE**

Lennis Louise Beichter 8/10/18
269
270
271 **BUYER** Lennis Louise Beichter **DATE**

272
273 **Coldwell Banker Mowry Custer Realtors**

274 **Name of Selling Brokerage** (Please Print)

275
276 **Lance A. Custer**

277 **Name of Licensee Assisting Buyer** (Please Print)

278
279 **(785) 226-0438** /

280 **Selling Licensee Phone #** **Fax #**

281
282 **lance.custer@coldwellbanker.com**

283 **Selling Licensee Email Address**

284 **BR00052930**

285 **Selling Agent License #**

286 **BR00052930**

287 **Supervising Broker License #**

288

289

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 Manhattan 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
Lance A. Custer

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MOWRY CUSTER,
REALTORS®

APPROXIMATE SELLER'S PROCEEDS

Seller's Name(s): Junction City Land Bank

Property Address: vacant lots **Date:** 8/10/2018

A. SELLING PRICE \$ 5,000.00

B. ENCUMBRANCES

1. First Mortgage
2. Second Mortgage

C. ESTIMATED SELLING COST

1. Policy of Title Insurance
2. Estimated Escrow/Settlement Agency Fees
3. Termite Inspection and Report
(Possible Corrective and/or Preventative Work Not Included)
4. Proration of Interest on Existing Loan
(Interest is Always One Month in Arrears. Allow One Month's Interest Maximum)
5. Brokerage Fee 20.00% \$ 1,000.00
6. Tax Proration (FLAT FEE of \$1000 per lot)
7. Buyer's Cost
8. Home Warranty
9. Septic Inspection & Plumbing
(Estimated Cost: Uncover/Pump/Inspect \$650; Risers \$150)
10. Well Inspection (Estimated Cost: \$100-\$200)
11. Attorney Fees
12. Miscellaneous:
13. Miscellaneous:
14. Miscellaneous:

D. APPROXIMATE TOTAL COSTS AND ENCUMBRANCES \$ 1,000.00

E. APPROXIMATE SELLER'S PROCEEDS \$ 4,000.00

(Sales Price Less Total Costs)

** The approximate seller's proceeds calculated above will vary according to any differences in unpaid loan balances, escrow account (if any) and any expenses for required corrective and/or preventative work

POSSIBLE ADDITIONAL CREDITS OR DEBITS

- Proration of Property Tax
- Return Balance in Escrow Account
- Proration or Cancellation of Fi
- Encumbrances Not Disclosed By Seller

I am fully aware that this estimate has been prepared to assist me in computing my costs. Whenever possible, the broker has used the maximum charges that can be expected. The above fees and charges are estimates only; actual amounts are not guaranteed by Coldwell Banker and/or any of its agents or affiliates.

I have read the above figures and acknowledge receipt of a copy of this form.

Seller _____ Date _____
Lance Custer
Broker/Sales Associate

Seller _____ Date _____
COLDWELL BANKER MOWRY CUSTER, REALTORS
Company Telephone 785-762-4663

RESOLUTION NO. 2-2018

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 ELDON EUGENE BEICHTER & LENNIS LOUISE BEICHTER.

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 Eldon Eugene Beichter and Lennis Louise Beichter 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. 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 conveying Lot 35 Block 2 Sutter Woods Subdivision to the City of Junction City, Kansas, to Eldon Eugene Beichter and Lennis Louise Beichter.
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 21ST DAY OF AUGUST, 2018.

Pat Landes, Chairman

ATTEST:

Tammy Melton, Secretary

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 35 Block 2 Sutter Woods Subdivision to the City of Junction City, Kansas

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

/s/ Tammy Melton
Land Bank Secretary
August 21, 2018

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ___ day of August, 2018, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Eldon Eugene Beichter & Lennis Louise Beichter, 2502 Sawmill Road, Junction City, KS, 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 35, Block 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:

Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2018, 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:

Backup material for agenda item:

- d. Consider the offer from Michael Gibson & Brenna Gibson to purchase Lot 6, Block 10, of Sutter Highlands Subdivision in the amount of \$5,000.

City of Junction City

Land Bank

Agenda Memo

08-09-2018

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Michael and Brenna Gibson are offering to purchase Lot 6, Block 10 of the Sutter Highlands Addition for \$5,000.00.

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

Staff Recommendation: Sell the lot.

Attachments: Sale Contract.



VACANT LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

2
3 SELLER: Junction City Land Bank (State marital status)

4 BUYER: Michael Gibson, Brenna Gibson

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

6
7 1. PROPERTY: BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements (the
8 "Property") commonly known as:

9 2617 Heron Circle Junction City KS 66441 Geary
10 Street Address (if available) City State Zip County

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

12 Lot 6, Block 10, Sutter Highlands Addition to Junction City, Geary County
13 Kansas

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

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

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

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

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

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

22 Deposited with:

23 ☐ Listing Broker

24 ☒ Heartland Title Escrow/Closing Agent

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

27 b. Total amount financed by BUYER \$

28 c. Balance of purchase price to be paid on or before closing \$ 4,500.00

29 3. CLOSING AND POSSESSION: By September 21, 2018 ("Closing Date") SELLER shall execute and deliver
30 into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all
31 other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date,
32 BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by
33 BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract.
34 SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM
35 OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have
36 been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver
37 possession of the Property to BUYER on _____ at _____, M., (if left blank, the Closing
38 Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.

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

41 ☐ Contingency for Sale and/or Closing Addendum

☐ Other:

42 ☐ Seller's Land Disclosure and Condition Addendum

☐ Other:

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

47 Vacant Land Real Estate Sale Contract - 2017

48 Page 1 of 5

49 Goldwell Banker Mowry Custer Realtors®, 522 N. Eisenhower Dr. Junction City KS 66441
50 Michelle Custer

Phone: 785-762-4663

Fax: 785-762-2292

2613 Heron Circle

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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 to
87 a right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to BUYER, and
88 neither party shall have any further rights or obligations under this Contract, except as otherwise stated. **Provided,**
89 **notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and**
90 **Additional Deposits, the parties understand that neither the Listing Broker nor the Escrow Agent can**
91 **distribute the Earnest Money and Additional Deposits without the written consent of all parties.** If BUYER and
92 SELLER can't agree upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing
93 Broker or Escrow Agent may commence an inter-pleader action. BUYER and SELLER agree that Listing Broker or
94 Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader proceeding
95 including, without limitation, reasonable attorneys' fees and expenses. In the absence of a dispute or written consent
96 to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within
97 7 days of receipt or failure to make written demand for return or forfeiture of the Earnest Money and Additional
98 Deposits within thirty (30) days of notice of cancellation of this Contract shall constitute consent to distribution of the
99 Earnest Money and Additional Deposits as suggested in such certified letter.

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

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

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

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

136
137 **13. SPECIAL ASSESSMENTS:** In accordance with Kansas law, BUYER hereby acknowledges that, if
138 applicable, SELLER has disclosed to BUYER that the subject property is located in an improvement
139 district created pursuant to Kansas law and is or may be subject to a special assessment or fee pursuant
140 to Kansas law. Furthermore, SELLER has disclosed to BUYER the amount of any applicable special
141 assessment or fee or, if the amount of such special assessment or fee is unknown to SELLER, has given
142 to BUYER a good faith estimation of such special assessment or fee. **(Check one):**

143 ☐ THE SELLER DISCLOSES the estimated annual special assessment tax is _____.

144 ☒ THE SELLER DISCLOSES the actual annual special assessment tax is \$0.00.

145
146 **14. THIRD PARTY INTEREST.** SELLER and BUYER acknowledge that Broker may have a financial interest in third
147 parties providing specialized services required by this Contract including, but not limited to, lender, title insurance
148 company, escrow agent, Closing Agent, and Inspectors. SELLER and BUYER agree that Broker shall not be
149 responsible for the conduct of third parties providing specialized services whether those services were
150 arranged by SELLER, BUYER, or Broker.

151
152 **15. NOTICES.** Any notice or other communication required may be delivered in person, by facsimile, United States
153 Postal Service, courier service or email to the address set forth in this Contract or such other address or number as
154 shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as
155 of the date and time so delivered. Delivery to or receipt by a party's licensee shall constitute delivery to the party.

156
157 **16. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS.** This Contract and all attachments, amendments
158 and addenda constitute the complete agreement of the parties, supersede all previous agreements, and may be
159 modified or assigned only by written agreement.

160
161 **17. DEFAULTS AND REMEDIES.** SELLER or BUYER is in default if either fails to comply with any material covenant,
162 agreement or obligation within any time limits required. Following a default by either SELLER or BUYER, the other
163 party shall have the following remedies, subject to the provisions of Paragraph 12:

164 a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as
165 a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and,
166 at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this
167 Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.

168 b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER
169 as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at
170 SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a
171 penalty or pursue any other remedy and damages available at law or in equity.

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

175
176 **18. SEXUAL PREDATOR NOTICE.** Kansas law requires persons who are convicted of certain crimes,
177 including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you,
178 as the BUYER, desire information regarding those registrants, you may find information on the homepage of
179 the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's
180 office.

181

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

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

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

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

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

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

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

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

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

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

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

Vacant Land Real Estate Sale Contract - 2017

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

248
 249 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other
 250 fees, shall be paid out of escrow at Closing by ☒ SELLER and, or, ☐ BUYER unless otherwise described in the
 251 terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER**
 252 **understand and agree that Brokers may be compensated by more than one party in the transaction.**

253
 254 **24. ADDITIONAL TERMS AND CONDITIONS.** Buyer's earnest deposit will be deposited
 255 with Heartland Title within 10 days of contract approval by Landbank.
 256 Purchaser owns Lot 7 of Block 10, Sutter Highlands Subdivision.

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

260
 261 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS**
 262 **CONTRACT.**

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

266			<i>Michael Gibson</i>	08/08/2018 21:26:08
267	SELLER Junction City Land Bank	DATE	BUYER Michael Gibson	DATE
268			<i>Brenna Gibson</i>	08/08/2018 21:24:43
269	SELLER	DATE	BUYER Brenna Gibson	DATE
270				
271	Coldwell Banker Mowry Custer, Realtors		Coldwell Banker Mowry Custer, Realtors	
272	Name of Listing Brokerage	(Please Print)	Name of Selling Brokerage	(Please Print)
273	Lance A. Custer		Michelle M. Custer	
274	Name of Licensee Assisting Seller	(Please Print)	Name of Licensee Assisting Buyer	(Please Print)
275				
276	(785) 226-04383173647 / (785) 762-2292		(785) 226-0437 / (785) 762-2292	
277	Listing Licensee Phone #	Fax #	Selling Licensee Phone #	Fax #
278				
279	lance.custer@coldwellbanker.com		michelle.custer@coldwellbanker.com	
280	Listing Licensee Email Address		Selling Licensee Email Address	
281	BR00052930		SP00224781	
282	Listing Agent License #		Selling Agent License #	
283	BR00052930		BR00052930	
284	Supervising Broker License #		Supervising Broker License #	

285
 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 Manhattan 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
 Michelle M. Custer

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Vacant Land Real Estate Sale Contract - 2017

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2613 Heron Circle

ADDENDUM #1

Addendum to contract dated August 10th, 2018 between:
Junction City Land Bank (Sellers) and
Michael Gibson, Brenna Gibson (Buyers) on property located
at 2617 Heron Circle, Junction City, KS 66441

All settlement and title fees will be paid by buyer. All other terms of the contract shall remain the same.

SELLER <u>Junction City Land Bank</u>	DATE	<u>Michael Gibson</u> 08/10/2018 17:28	DATE
SELLER	DATE	<u>Brenna Gibson</u> 08/10/2018 17:28	DATE
		BUYER <u>Michael Gibson</u>	
		BUYER <u>Brenna Gibson</u>	

Coldwell Banker Mowry Custer Realtors®, 522 N. Eisenhower Dr. Junction City KS 66441
Phone: 785-762-4663 Fax: 785-762-2292 Michelle Custer

2613 Heron Circle

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MOWRY CUSTER,
REALTORS®

APPROXIMATE SELLER'S PROCEEDS

Seller's Name(s): Junction City Land Bank

Property Address: vacant lots

Date: 8/10/2018

A. SELLING PRICE

\$ 5,000.00

B. ENCUMBRANCES

1. First Mortgage

2. Second Mortgage

C. ESTIMATED SELLING COST

1. Policy of Title Insurance

2. Estimated Escrow/Settlement Agency Fees

3. Termite Inspection and Report

(Possible Corrective and/or Preventative Work Not Included)

4. Proration of Interest on Existing Loan

(Interest is Always One Month in Arrears. Allow One Month's Interest Maximum)

5. Brokerage Fee 20.00% \$ 1,000.00

6. Tax Proration (FLAT FEE of \$1000 per lot)

7. Buyer's Cost

8. Home Warranty

9. Septic Inspection & Plumbing

(Estimated Cost: Uncover/Pump/Inspect \$650; Risers \$150)

10. Well Inspection (Estimated Cost: \$100-\$200)

11. Attorney Fees

12. Miscellaneous:

13. Miscellaneous:

14. Miscellaneous:

D. APPROXIMATE TOTAL COSTS AND ENCUMBRANCES

\$ 1,000.00

E. APPROXIMATE SELLER'S PROCEEDS

\$ 4,000.00

(Sales Price Less Total Costs)

** The approximate seller's proceeds calculated above will vary according to any differences in unpaid loan balances, escrow account (if any) and any expenses for required corrective and/or preventative work

POSSIBLE ADDITIONAL CREDITS OR DEBITS

- Proration of Property Tax
- Return Balance in Escrow Account
- Proration or Cancellation of FI
- Encumbrances Not Disclosed By Seller

I am fully aware that this estimate has been prepared to assist me in computing my costs. Whenever possible, the broker has used the maximum charges that can be expected. The above fees and charges are estimates only; actual amounts are not guaranteed by Coldwell Banker and/or any of its agents or affiliates.

I have read the above figures and acknowledge receipt of a copy of this form.

Seller _____ Date _____
Lance Custer _____
Broker/Sales Associate

Seller _____ Date _____
COLDWELL BANKER MOWRY CUSTER, REALTORS
Company Telephone 785-762-4663

RESOLUTION NO. 3-2018

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 MICHAEL GIBSON AND BRENNA GIBSON.

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 Michael Gibson and Brenna Gibson 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. 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 conveying Lot 6, Block 10, Sutter Highlands Subdivision to the City of Junction City, Geary County, Kansas, to Michael Gibson and Brenna Gibson.
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 21ST DAY OF AUGUST, 2018.

Pat Landes, Chairman

ATTEST:

Tammy Melton, Secretary

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 6, Block 10, Sutter Highlands 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/ Tammy Melton
Land Bank Secretary
August 21, 2018

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ___ day of August, 2018, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Michael Gibson & Brenna Gibson, 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 6, Block 10, Sutter Highlands 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:

Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2018, 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:

Backup material for agenda item:

- e. Consider the offer from Kyle Ibarra & Harmony Ibarra to purchase Lot 32, Block 2, of Sutter Woods Subdivision in the amount of \$5,000.

City of Junction City

Land Bank

Agenda Memo

08-09-2018

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Kyle B. and Harmony J. Ibarra are offering to purchase Lot 32, Block 2 of the Sutter Woods Subdivision for \$5,000.00.

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

Staff Recommendation: Sell the lot.

Attachments: Sale Contract.



VACANT LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

2
3 SELLER: Junction City Land Bank (State marital status)

4
5 BUYER: Kyle B. Ibarra, Harmony J. Ibarra

6
7 BUYER TAKING TITLE AS: ☒ JTWRORS OR ☐ Tenants in Common

8
9 1. PROPERTY: BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements (the
10 "Property") commonly known as:

11 2436 Sawmill Road Junction City KS 66441 Geary
12 Street Address (if available) City State Zip County

13
14 LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)

15 Lot 32, Block 2, Sutter Woods Subdivision to Junction City, Geary County,
16 Kansas

17
18 (Subject to easements, rights of way and restrictions of record)

19
20 There are no leasehold interests or tenant's rights in the subject property except as follows:

21
22
23 ZONING: Buyer takes the property subject to the current zoning classification.

24
25 2. PURCHASE PRICE: The purchase price for the property is \$ 5,000.00
26 which BUYER agrees to pay as follows:

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

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

30 Deposited with:

31 ☐ _____ Listing Broker

32 ☒ Junction City Abstract and Title Company Escrow/Closing Agent

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

35
36
37 b. Total amount financed by BUYER \$ _____

38
39 c. Balance of purchase price to be paid on or before closing \$ 4,500.00

40
41 3. CLOSING AND POSSESSION: By September 28, 2018 ("Closing Date") SELLER shall execute and deliver
42 into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all
43 other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date,
44 BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by
45 BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract.
46 SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM
47 OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have
48 been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver
49 possession of the Property to BUYER on _____ at _____, M., (if left blank, the Closing
50 Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.

51
52 4. ADDENDA/CONTINGENCIES: The following Addenda (riders, supplements, etc.) are attached and are a part of
53 this Contract (Check Applicable):

54
55 ☐ Contingency for Sale and/or Closing Addendum

☐ Other: _____

56 ☐ Seller's Land Disclosure and Condition Addendum

☐ Other: _____

57
58 5. CASH SALE: ☒ Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to
59 close within _____ days (5 days if left blank) of the effective date of the contract. Buyer may, within _____ days of the
60 effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed
61 appraiser.

62
Vacant Land Real Estate Sale Contract - 2017

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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 to
87 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

Vacant Land Real Estate Sale Contract - 2017

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

136
137 **13. SPECIAL ASSESSMENTS:** In accordance with Kansas law, BUYER hereby acknowledges that, if
138 applicable, SELLER has disclosed to BUYER that the subject property is located in an improvement
139 district created pursuant to Kansas law and is or may be subject to a special assessment or fee pursuant
140 to Kansas law. Furthermore, SELLER has disclosed to BUYER the amount of any applicable special
141 assessment or fee or, if the amount of such special assessment or fee is unknown to SELLER, has given
142 to BUYER a good faith estimation of such special assessment or fee. **(Check one):**

143 ☐ THE SELLER DISCLOSES the estimated annual special assessment tax is _____.

144 ☒ THE SELLER DISCLOSES the actual annual special assessment tax is **\$0.00**.

145
146 **14. THIRD PARTY INTEREST.** SELLER and BUYER acknowledge that Broker may have a financial interest in third
147 parties providing specialized services required by this Contract including, but not limited to, lender, title insurance
148 company, escrow agent, Closing Agent, and inspectors. **SELLER and BUYER agree that Broker shall not be**
149 **responsible for the conduct of third parties providing specialized services whether those services were**
150 **arranged by SELLER, BUYER, or Broker.**

151
152 **15. NOTICES.** Any notice or other communication required may be delivered in person, by facsimile, United States
153 Postal Service, courier service or email to the address set forth in this Contract or such other address or number as
154 shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as
155 of the date and time so delivered. Delivery to or receipt by a party's licensee shall constitute delivery to the party.

156
157 **16. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS.** This Contract and all attachments, amendments
158 and addenda constitute the complete agreement of the parties, supersede all previous agreements, and may be
159 modified or assigned only by written agreement.

160
161 **17. DEFAULTS AND REMEDIES.** SELLER or BUYER is in default if either fails to comply with any material covenant,
162 agreement or obligation within any time limits required. Following a default by either SELLER or BUYER, the other
163 party shall have the following remedies, subject to the provisions of Paragraph 12:

164 a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as
165 a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and,
166 at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this
167 Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.

168 b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER
169 as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at
170 SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a
171 penalty or pursue any other remedy and damages available at law or in equity.

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

175
176 **18. SEXUAL PREDATOR NOTICE.** Kansas law requires persons who are convicted of certain crimes,
177 including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you,
178 as the BUYER, desire information regarding those registrants, you may find information on the homepage of
179 the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's
180 office.

181

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

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

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

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

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

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

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

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

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

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

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

Vacant Land Real Estate Sale Contract - 2017

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- 242 ☒ Transaction Broker and BUYER agree, if applicable, to sign a Transaction Broker
243 Agreement. Buyer is not being represented.
244 ☐ SELLER'S Agent and Buyer is not being represented
245 ☐ Designated SELLER'S Agent in BUYER Purchase of the Property
246 (Supervising Broker acts as a Transaction Broker.) BUYER is not being represented.
247 ☐ Subagent
248

249 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other
250 fees, shall be paid out of escrow at Closing by ☒ SELLER and, or, ☐ BUYER unless otherwise described in the
251 terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER**
252 **understand and agree that Brokers may be compensated by more than one party in the transaction.**
253

254 **24. ADDITIONAL TERMS AND CONDITIONS.** _____
255 _____
256 _____
257

258 **25. EXPIRATION.** This offer shall expire on _____, at _____ o'clock ____ .m. (5:00 p.m. if
259 left blank) unless accepted by SELLER or withdrawn by BUYER before that time.
260

261 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS**
262 **CONTRACT.**
263

264 **All parties agree that this transaction can be conducted by electronic means according to the Uniform**
265 **Electronic Transaction Act as adopted in Kansas.**
266

267					8-12-18
268	SELLER Junction City Land Bank	DATE	BUYER Kyle B. Ibarra	DATE	
269					8-12-18
270					
271	SELLER	DATE	BUYER Harmony J. Ibarra	DATE	
272					
273	Coldwell Banker Mowry Custer, Realtors		Coldwell Banker Mowry Custer, Realtors		
274	Name of Listing Brokerage (Please Print)		Name of Selling Brokerage (Please Print)		
275					
276	Lance A. Custer		Michelle M. Custer		
277	Name of Licensee Assisting Seller (Please Print)		Name of Licensee Assisting Buyer (Please Print)		
278					
279	(785) 226-0438 / (785) 762-2292		(785) 226-0437 / (785) 762-2292		
280	Listing Licensee Phone # Fax #		Selling Licensee Phone # Fax #		
281					
282	lance.custer@coldwellbanker.com		michelle.custer@coldwellbanker.com		
283	Listing Licensee Email Address		Selling Licensee Email Address		
284	BR00052930		SP00224781		
285	Listing Agent License #		Selling Agent License #		
286	BR00052930		BR00052930		
287	Supervising Broker License #		Supervising Broker License #		
288					
289					

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 Manhattan 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
Michelle M. Custer

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Vacant Land Real Estate Sale Contract - 2017

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ADDENDUM #1

Addendum to contract dated August 12th, 2018 between:

Junction City Land Bank (Sellers) and
Kyle B. Ibarra, Harmony J. Ibarra (Buyers) on property located
at 2436 Sawmill Road, Junction City, KS 66441

All settlement and title fees will be paid by buyer. All other terms of the contract shall remain the same.

SELLER Junction City Land Bank

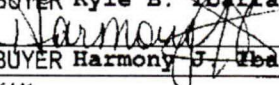
DATE


BUYER Kyle B. Ibarra

8-12-18
DATE

SELLER

DATE


BUYER Harmony J. Ibarra

8-12-18
DATE

Coldwell Banker Mowry Custer Realtors®, 522 N. Eisenhower Dr. Junction City KS 66441
Phone: 785-762-4663 Fax: 785-762-2292 Michelle Custer

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

2436 Sawmill Rd,



MOWRY CUSTER,
REALTORS®

APPROXIMATE SELLER'S PROCEEDS

Seller's Name(s): Junction City Land Bank

Property Address: vacant lots

Date: 8/10/2018

A. SELLING PRICE

\$ 5,000.00

B. ENCUMBRANCES

1. First Mortgage

2. Second Mortgage

C. ESTIMATED SELLING COST

1. Policy of Title Insurance

2. Estimated Escrow/Settlement Agency Fees

3. Termite Inspection and Report

(Possible Corrective and/or Preventative Work Not Included)

4. Proration of Interest on Existing Loan

(Interest Is Always One Month In Arrears. Allow One Month's Interest Maximum)

5. Brokerage Fee 20.00% \$ 1,000.00

6. Tax Proration (FLAT FEE of \$1000 per lot)

7. Buyer's Cost

8. Home Warranty

9. Septic Inspection & Plumbing

(Estimated Cost: Uncover/Pump/Inspect \$650; Risers \$150)

10. Well Inspection (Estimated Cost: \$100-\$200)

11. Attorney Fees

12. Miscellaneous:

13. Miscellaneous:

14. Miscellaneous:

D. APPROXIMATE TOTAL COSTS AND ENCUMBRANCES

\$ 1,000.00

E. APPROXIMATE SELLER'S PROCEEDS

\$ 4,000.00

(Sales Price Less Total Costs)

** The approximate seller's proceeds calculated above will vary according to any differences in unpaid loan balances, escrow account (if any) and any expenses for required corrective and/or preventative work

POSSIBLE ADDITIONAL CREDITS OR DEBITS

- Proration of Property Tax
- Return Balance in Escrow Account
- Proration or Cancellation of Fi
- Encumbrances Not Disclosed By Seller

I am fully aware that this estimate has been prepared to assist me in computing my costs. Whenever possible, the broker has used the maximum charges that can be expected. The above fees and charges are estimates only; actual amounts are not guaranteed by Coldwell Banker and/or any of its agents or affiliates.

I have read the above figures and acknowledge receipt of a copy of this form.

Lance Custer

Seller

Date

Broker/Sales Associate

COLDWELL BANKER MOWRY CUSTER, REALTORS

785-762-4663

Seller

Date

Company

Telephone

RESOLUTION NO. 4-2018

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 KYLE B. IBARRA AND HARMONY J. IBARRA.

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 Michael Gibson and Brenna Gibson 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. 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 conveying Lot 32, Block 2, Sutter Woods Subdivision to the City of Junction City, Geary County, Kansas, to Kyle B. Ibarra and Harmony J. Ibarra.
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 21ST DAY OF AUGUST, 2018.

Pat Landes, Chairman

ATTEST:

Tammy Melton, Secretary

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 32, Block 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/ Tammy Melton
Land Bank Secretary
August 21, 2018

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ___ day of August, 2018, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Kyle B. Ibarra & Harmony J. Ibarra, 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 32, Block 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:

Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2018, 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:

Backup material for agenda item:

- f. Consider the offer from Brandon Kehoe & Lacey Kehoe to purchase Lot 3, Block 4, of Deer Creek Addition in the amount of \$5,000.

City of Junction City

Land Bank

Agenda Memo

08-16-2018

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Brandon and Lacey Kehoe are offering to purchase Lot 3, Block 4 of the Deer Creek Addition for \$5,000.00.

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

Staff Recommendation: Sell the lot.

Attachments: Sale Contract.



VACANT LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

2
3 SELLER: JUNCTION CITY LAND BANK (State marital status)

4
5 BUYER: BRANDON KEHOE , LACEY KEHOE

6
7 BUYER TAKING TITLE AS: ☒ JTWROS OR ☐ Tenants in Common

8
9 1. PROPERTY: BUYER agrees to purchase and SELLER agrees to sell the real property and the Improvements (the
10 "Property") commonly known as:

11 00000 SANDUSKY DR JUNCTION CITY KS 66441 GEARY
12 Street Address (if available) City State Zip County

13
14 LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
15 DEER CREEK ADD , BLOCK 4 , Lot 3 , SECTION 15 TOWNSHIP 12 RANGE 05

16
17
18 (Subject to easements, rights of way and restrictions of record)

19
20 There are no leasehold interests or tenant's rights in the subject property except as follows:

21
22 ZONING: Buyer takes the property subject to the current zoning classification.

23
24
25 2. PURCHASE PRICE: The purchase price for the property is \$ 5,000.00
26 which BUYER agrees to pay as follows:

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

28 ☒ Personal check OR ☐ Other _____
29 in the amount of \$ 250.00

30 Deposited with:

31 ☐ _____ Listing Broker

32 ☒ JUNCTION CITY ABSTRACT & TITLE Escrow/Closing Agent

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

35
36
37 b. Total amount financed by BUYER \$ _____

38
39 c. Balance of purchase price to be paid on or before closing \$ 4,750.00

40
41 3. CLOSING AND POSSESSION: By October 1, 2018 ("Closing Date") SELLER shall execute and deliver
42 into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all
43 other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date,
44 BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by
45 BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract.
46 SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM
47 OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have
48 been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver
49 possession of the Property to BUYER on _____ at _____, M., (If left blank, the Closing
50 Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.

51
52 4. ADDENDA/CONTINGENCIES: The following Addenda (riders, supplements, etc.) are attached and are a part of
53 this Contract (Check Applicable):

54
55 ☐ Contingency for Sale and/or Closing Addendum

☐ Other: _____

56 ☐ Seller's Land Disclosure and Condition Addendum

☐ Other: _____

57
58 5. CASH SALE: ☒ Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to
59 close within _____ days (5 days if left blank) of the effective date of the contract. Buyer may, within _____ days of the
60 effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed
61 appraiser.

62
Vacant Land Real Estate Sale Contract - 2017

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RE/MAX Signature Properties, 135 S. Washington Street, Junction City KS 66441

Phone: 785-307-1345

Fax: 785-579-5959

Junction City Land

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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 to
87 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

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

136
137 **13. SPECIAL ASSESSMENTS:** In accordance with Kansas law, BUYER hereby acknowledges that, if
138 applicable, SELLER has disclosed to BUYER that the subject property is located in an Improvement
139 district created pursuant to Kansas law and is or may be subject to a special assessment or fee pursuant
140 to Kansas law. Furthermore, SELLER has disclosed to BUYER the amount of any applicable special
141 assessment or fee or, if the amount of such special assessment or fee is unknown to SELLER, has given
142 to BUYER a good faith estimation of such special assessment or fee. **(Check one):**

143 ☒ THE SELLER DISCLOSES the estimated annual special assessment tax is _____ .
144 ☐ THE SELLER DISCLOSES the actual annual special assessment tax is _____ .
145

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

151
152 **15. NOTICES.** Any notice or other communication required may be delivered in person, by facsimile, United States
153 Postal Service, courier service or email to the address set forth in this Contract or such other address or number as
154 shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as
155 of the date and time so delivered. Delivery to or receipt by a party's licensee shall constitute delivery to the party.
156

157 **16. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS.** This Contract and all attachments, amendments
158 and addenda constitute the complete agreement of the parties, supersede all previous agreements, and may be
159 modified or assigned only by written agreement.
160

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

164 a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as
165 a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and,
166 at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this
167 Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.

168 b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER
169 as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at
170 SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a
171 penalty or pursue any other remedy and damages available at law or in equity.

172 **If as a result of a default under this Contract, either SELLER or BUYER employs an attorney, the defaulting**
173 **party shall, unless prohibited by law, reimburse the non defaulting party for all reasonable attorney's fees,**
174 **court costs and other legal expenses incurred by the non defaulting party in connection with the default.**
175

176 **18. SEXUAL PREDATOR NOTICE.** Kansas law requires persons who are convicted of certain crimes,
177 including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you,
178 as the BUYER, desire information regarding those registrants, you may find information on the homepage of
179 the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's
180 office.
181

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

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

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

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

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

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

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

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

- 233 ☐ SELLER'S Agent
234 ☐ Designated SELLER'S Agent (Supervising Broker acts as a Transaction Broker)
235 ☒ Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker
236 Agreement. SELLER is not being represented.
237 ☐ BUYER'S Agent and SELLER is not being represented
238 ☐ Designated BUYER'S Agent (Supervising Broker acts as a Transaction Broker.) SELLER is not
239 being represented.
240 ☐ Subagent

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

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

Vacant Land Real Estate Sale Contract - 2017

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- 242 ☐ Transaction Broker and BUYER agree, if applicable, to sign a Transaction Broker
 243 Agreement. Buyer is not being represented.
 244 ☐ SELLER'S Agent and Buyer is not being represented
 245 ☐ Designated SELLER'S Agent in BUYER Purchase of the Property
 246 (Supervising Broker acts as a Transaction Broker.) BUYER is not being represented.
 247 ☐ Subagent
 248

249 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other
 250 fees, shall be paid out of escrow at Closing by ☒ SELLER and, or, ☐ BUYER unless otherwise described in the
 251 terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER**
 252 **understand and agree that Brokers may be compensated by more than one party in the transaction.**
 253

254 **24. ADDITIONAL TERMS AND CONDITIONS. ALL PAST, PRESENT AND FUTURE SPECIAL TAXES**
 255 **HAVE BEEN WAIVED. BUYER AGREES TO PAY FOR ALL SETTLEMENT COSTS AND OWNER'S**
 256 **TITLE POLICY. BUYER IS A LICENSED REAL ESTATE AGENT IN THE STATE OF KANSAS.**
 257

258 **25. EXPIRATION.** This offer shall expire on _____, at _____ o'clock ____ .m. (5:00 p.m. if
 259 left blank) unless accepted by SELLER or withdrawn by BUYER before that time.
 260

261 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS**
 262 **CONTRACT.**
 263

264 **All parties agree that this transaction can be conducted by electronic means according to the Uniform**
 265 **Electronic Transaction Act as adopted in Kansas.**
 266

268 SELLER JUNCTION CITY LAND BANK	DATE	BUYER BRANDON KEHOE	DATE
271 SELLER	DATE	BUYER LACEY KEHOE	DATE
273 COLDWELL BANKER MOWRY CUSTER		RE/MAX SIGNATURE PROPERTIES	
274 Name of Listing Brokerage (Please Print)		Name of Selling Brokerage (Please Print)	
276 LANCE CUSTER		LACEY KEHOE	
277 Name of Licensee Assisting Seller (Please Print)		Name of Licensee Assisting Buyer (Please Print)	
279 (785) 762-4663 /		(785) 579-5300 / (785) 579-5959	
280 Listing Licensee Phone # Fax #		Selling Licensee Phone # Fax #	
282 LANCE.CUSTER@COLDWELLBANKER.COM		LACEYKEHOE@REMAX.NET	
283 Listing Licensee Email Address		Selling Licensee Email Address	
284 Listing Agent License #		SP00235047	
286 Supervising Broker License #		BR00227558	
287		Supervising Broker License #	

288 **The Effective Date shall be the date of final acceptance by the last party to sign this agreement.**
 289

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 Manhattan 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
LACEY KEHOE

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MOWRY CUSTER,
REALTORS®

APPROXIMATE SELLER'S PROCEEDS

Seller's Name(s): Junction City Land Bank

Property Address: Lot 3, Block 4 Deer Creek Add. **Date:** 8/15/2018

A. SELLING PRICE \$ 5,000.00

B. ENCUMBRANCES

1. First Mortgage _____
2. Second Mortgage _____

C. ESTIMATED SELLING COST

1. Policy of Title Insurance _____
2. Estimated Escrow/Settlement Agency Fees _____
3. Termite Inspection and Report _____
(Possible Corrective and/or Preventative Work Not Included)
4. Proration of Interest on Existing Loan _____
(Interest is Always One Month In Arrears. Allow One Month's Interest Maximum)
5. Brokerage Fee 20.00% \$ 1,000.00
6. Tax Proration (FLAT FEE of \$1000 per lot) _____
7. Buyer's Cost _____
8. Home Warranty _____
9. Septic Inspection & Plumbing _____
(Estimated Cost: Uncover/Pump/Inspect \$650; Risers \$150)
10. Well Inspection (Estimated Cost: \$100-\$200) _____
11. Attorney Fees _____
12. Miscellaneous: _____
13. Miscellaneous: _____
14. Miscellaneous: _____

D. APPROXIMATE TOTAL COSTS AND ENCUMBRANCES \$ 1,000.00

E. APPROXIMATE SELLER'S PROCEEDS \$ 4,000.00

(Sales Price Less Total Costs)

** The approximate seller's proceeds calculated above will vary according to any differences in unpaid loan balances, escrow account (if any) and any expenses for required corrective and/or preventative work

POSSIBLE ADDITIONAL CREDITS OR DEBITS

- Proration of Property Tax
- Return Balance in Escrow Account
- Proration or Cancellation of Fi
- Encumbrances Not Disclosed By Seller

I am fully aware that this estimate has been prepared to assist me in computing my costs. Whenever possible, the broker has used the maximum charges that can be expected. The above fees and charges are estimates only; actual amounts are not guaranteed by Coldwell Banker and/or any of it's agents or affiliates.

I have read the above figures and acknowledge receipt of a copy of this form.

Seller Date Lance Custer Broker/Sales Associate

Seller Date COLDWELL BANKER MOWRY CUSTER, REALTORS 785-762-4663
Company Telephone

RESOLUTION NO. 5-2018

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 BRANDON KEHOE AND LACEY KEHOE.

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 Michael Gibson and Brenna Gibson 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. 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 conveying Lot 3, Block 4, Deer Creek Addition to the City of Junction City, Geary County, Kansas, to Brandon Kehoe and Lacey Kehoe.
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 21ST DAY OF AUGUST, 2018.

Pat Landes, Chairman

ATTEST:

Tammy Melton, Secretary

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 3, Block 4, Deer Creek Addition 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/ Tammy Melton
Land Bank Secretary
August 21, 2018

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ___ day of August, 2018, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Brandon Kehoe & Lacey Kehoe, 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 3, Block 4, 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:

Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2018, 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:
