December 21, 2021

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

Jeff Underhill
Nate Butler
Tim Brown
Pat Landes
Ronna Larson

1. **6:30 P.M. - CALL TO ORDER:**
2. **NEW BUSINESS:**
   a. Consideration of Land Bank Minutes for the December 7th, 2021 Meeting. (p.2)
   b. Presentation on a Junction City Affordable Housing Project by Excel Development Group. (p.4)
   c. Consider the offer from Excel Development Group to purchase Lots 5-8, Block 5 of Prairie Ridge #1 and Lots 12-23, Block 2 of Prairie Ridge #2 in the amount of $16,000.00. (p.17)
   d. Consider the offer from Cipriano Gutierrez to purchase Lots 14 & 15, Block 4 of Manns Ranch Addition #1 in the amount of $2,000.00. (p.34)
   e. Consider the offer from Joel & Brenda Otero to purchase Lots 6 & 7, Block 4, Deer Creek Addition #2 in the amount of $10,000.00. (p.48)
   f. Consider the offer from Lisa Dill to purchase Lots 4 & 5, Block 11 of the Sutter Woods Subdivision in the amount of $6,000.00 (p.62)
   g. Consider the offer from Blake Madsen-Davila & Adrian Davila to purchase Lot 13, Block 3 of Deer Creek Addition #2 in the amount of $1,000.00. (p.75)
   h. Consider the offer from the Italian Development Group to purchase Lots 31 & 32, Block 4 of the Sutter Highlands Subdivision in the amount of $10,000.00. (p.88)
   i. Consider the offer from Sanchez Construction to purchase Lots 28-30, Block 4 of the Sutter Highlands Subdivision in the amount of $15,000.00. (p.101)
   j. Consider the offer from Brendan Doyle & Ann-Marie Kennedy to purchase Lot 33, Block 4 of the Sutter Highland Subdivision in the amount of $5,000.00. (p.114)
3. **ADJOURNMENT:**

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

December 7, 2021 6:30 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, December 7th, 2021 with Chairman Jeff Underhill presiding.

The following members of the Land Bank were present: Jeff Underhill, Tim Brown, Pat Landes, Nate Butler and Ronna Larson. Staff present was: Allen Dinkel, Tammy Melton, Lindsay Miller and Britain Stites.

NEW BUSINESS

Land Bank Minutes for November 16th, 2021 Meeting was presented for consideration. Trustee Butler moved to approve Land Bank Minutes for November 16th, 2021 Meeting, seconded by Trustee Larson. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion Carried.

There was discussion on Land Bank Policies by City Manager Dinkel and Lance Custer.

The offer from Jacob & Betty Smith to purchase Lot 4, Block 2 of Manns Ranch Addition #2 in the amount of $1,000 was presented. City Manager Dinkel gave details and answered questions. Trustee Butler moved to table the offer from Jacob & Betty Smith to purchase Lot 4, Block 2 of Manns Ranch Addition #2 in the amount of $1,000, seconded by Trustee Brown. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion Carried.

The offer from Justin Irvine to purchase Lots 2-6, Block 1 of Turkey Hollow Addition in the amount of $5,000 was presented. City Manager Dinkel gave details and answered questions. Trustee Brown moved to approve the offer from Justin Irvine to purchase Lots 2-6, Block 1 of Turkey Hollow Addition in the amount of $5,000, seconded by Trustee Butler. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion Carried.

The offer from William Huffman to purchase Lots 12 & 13, Block 3 of Ehlers Hilltop Addition in the amount of $10,000 was presented. City Manager Dinkel gave details and answered questions. Trustee Landes moved to approve the offer from William Huffman to purchase Lots 12 & 13, Block 3 of Ehlers Hilltop Addition in the amount of $10,000, seconded by Trustee Brown. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion Carried.

ADJOURNMENT

Trustee Butler moved, seconded by Trustee Landes to adjourn at 6:56 p.m. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 21ST DAY OF DECEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR DECEMBER 7TH, 2021.

_____

Tammy Melton, Secretary Jeff Underhill, Chairman

City of Junction City

Land Bank

Agenda Memo

12-21-2021

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Presentation from Excel Development Group**

Objective: Presentation on the Junction City – Excel Development Group Affordable Housing Project.

Explanation of Issue: Excel Development Group is interested in developing a 28-unit affordable senior (55+) housing project with the Junction City Land Bank land.

Options:

Staff Recommendation:

Attachments:

Project Plans

EXCEL DEVELOPMENT GROUP
DEVELOPMENT · MANAGEMENT · CONSULTING

Junction City – Excel Development Group Affordable Housing Project

Excel Development Group is interested in developing a 28-unit affordable senior (55+) housing project with the Junction City Land bank land. The project will consist of 14 duplexes with a community room for all residents to use. Excel Development Group is exploring the potential to develop the property in partnership with the Manhattan Area Housing Partnership, and the Manhattan Area Housing Partnership will manage and maintain the property. A General Contractor will be selected by competitive bid and will licensed and insured.

14 Duplexes (28 Units) each with 2 Bedrooms and 1 Bathroom (Tentative)

- 22 units at 60% AMI for $575 a month (water, sewer, trash included)
- 6 units at 50% AMI for $480 a month (water, sewer, trash included)

The units will consist of two bedrooms and one bathroom (1,034 sq. ft. of living area + 292 sq. ft. of garage area + 53 sq. ft. for storage = 1,379 total sq. ft). All units will be one level, with zero entry design and attached single car garage with rear patios. Exterior features will include partial brick, shutters, landscaping and lawn sprinklers. The units will be somewhat similar to the Canyon Creek affordable duplexes (36-unit senior) that we developed and is near the end of the construction phase located at S. Wreath and Oakbrook Pl, Manhattan, KS 66503. A sample site plan, floorplan and exterior are included in this document. Virtual Tour of what a handicap accessible unit would look like: https://view.ricohtours.com/aec8eb1c-21b1-40ce-8e36-1317de69d057

Unit amenities will include; washer and dryer, dishwasher, refrigerator, oven, microwave, and enclosed secure storage in each unit. All units will meet the 2018 International Energy Conservation Code. All units will meet the Fair Housing Act Design Standards, common and public areas will meet the Americans with Disabilities Act, all units will meet KSA Chapter 58-1401 et seq., and the project will meet any applicable local code provisions or requirements related to accessibility. Two units will be fully handicapped accessible and one unit will accommodate individuals with sensory disabilities.

The preliminary anticipated total project cost for the proposed Excel Development Group project is $6,506,519.

Excel Development Group is interested in purchasing the Junction City Land Bank land located at (QuickRed ID): R8654, R8655, R8656, R8657, R8693, R8692, R8691, R8690, R8689, R8688, R8687, R8686, R8685, R8684, R8683, R8682 with a closing date on or before December 31, 2022. The purchase would be contingent on the project receiving Low-Income Housing Tax Credits (LIHTC) from the Kansas Housing Resources Corporation (KHRC). **Excel Development Group will know if the project receives LIHTC**

funding from KHRC in July of 2022. We ask that Excel Development Group has the right to cancel the contract if LIHTC funds are not awarded by 07/31/2022. Tentative project timeline would be to closed on the real estate by the end of 2022 and construction beginning in early spring 2023.

The details provided about the proposed Excel Development Group Affordable Housing Project in Junction City, Kansas are preliminary and are subject to change.

We look forward to hearing back from you and hope to bring quality affordable housing to the community.

Excel Development Group is a development, property and asset management, construction, and consulting firm specializing in quality affordable housing. To date, Excel has completed over 1,500 low to moderate income housing units totaling over $200 million in development. In addition to affordable housing, Excel has developed over 1,000 successful market-rate senior housing units totaling over $100 million in development. Excel manages over 1,200 units throughout the Midwest.

If you have further questions regarding the proposed project, feel free to contact us.

Chris Lenz
Excel Development Group
Development Director
308-940-0493
chris@exceldg.com

Connor Menard
Excel Development Group
Marketing and Development Associate
402-219-3943
connor@exceldg.com

1 SITE PLAN

C1.0

1" = 100'-0"

R:\Projects 2021\Excel\Junction City\Junction City.rvt

JUNCTION CITY DUPLEXES
EXCEL DEVELOPMENT

Architectural Design Associates
Suite 105
7501 'O' Street
Lincoln, Nebraska 68510
www.adalincoln.com
tel 402 486 3232

Project number
0
Date
12-14-2021
Scale
1" = 100'-0"

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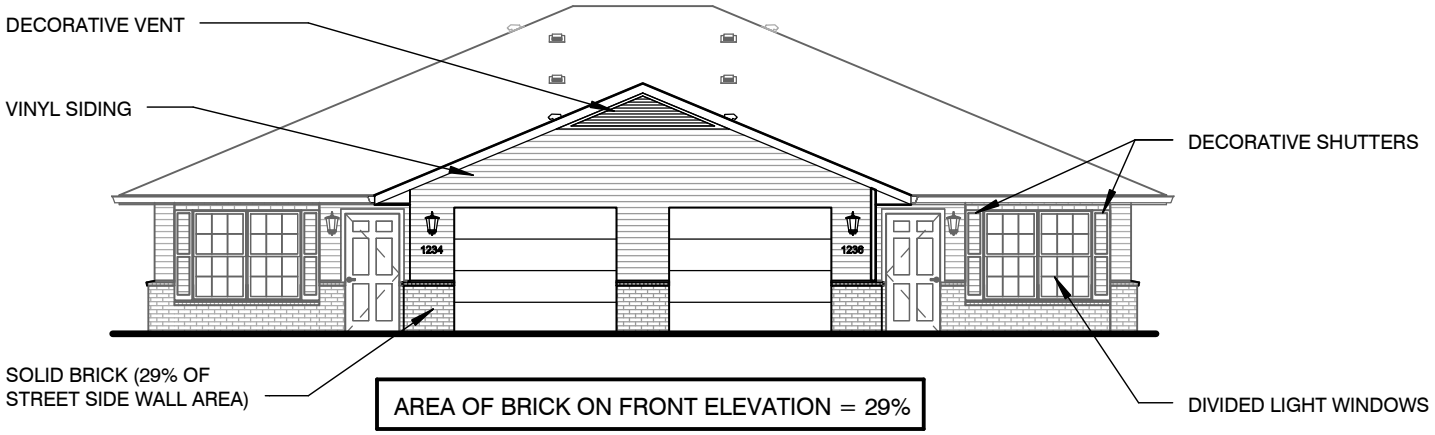
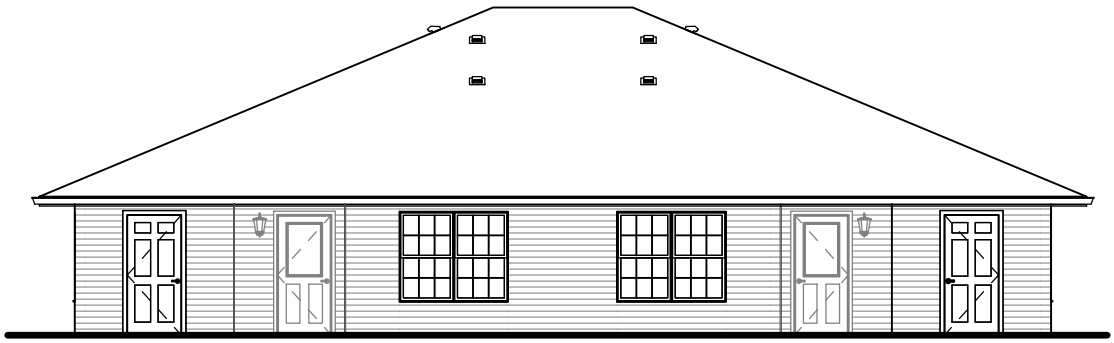
C1.0

12/14/2021 2:15:53 PM



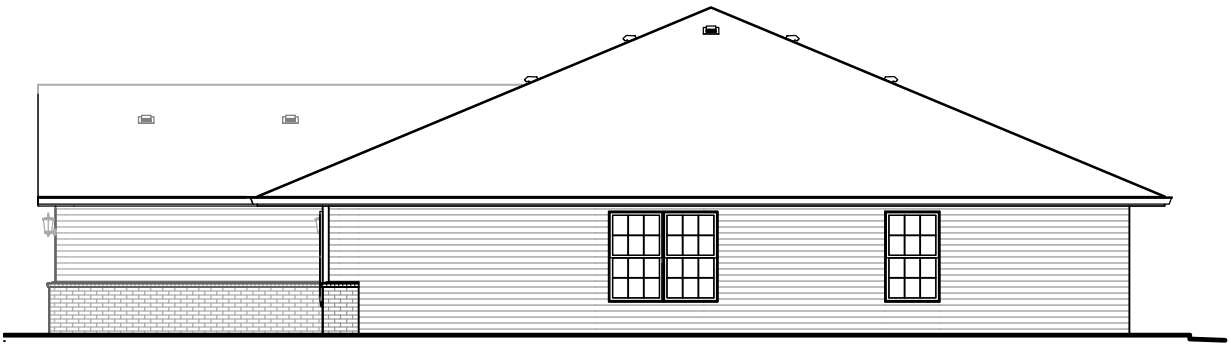
1 FRONT ELEVATION

K1.2 3/32" = 1'-0"



2 REAR ELEVATION

K1.2 3/32" = 1'-0"



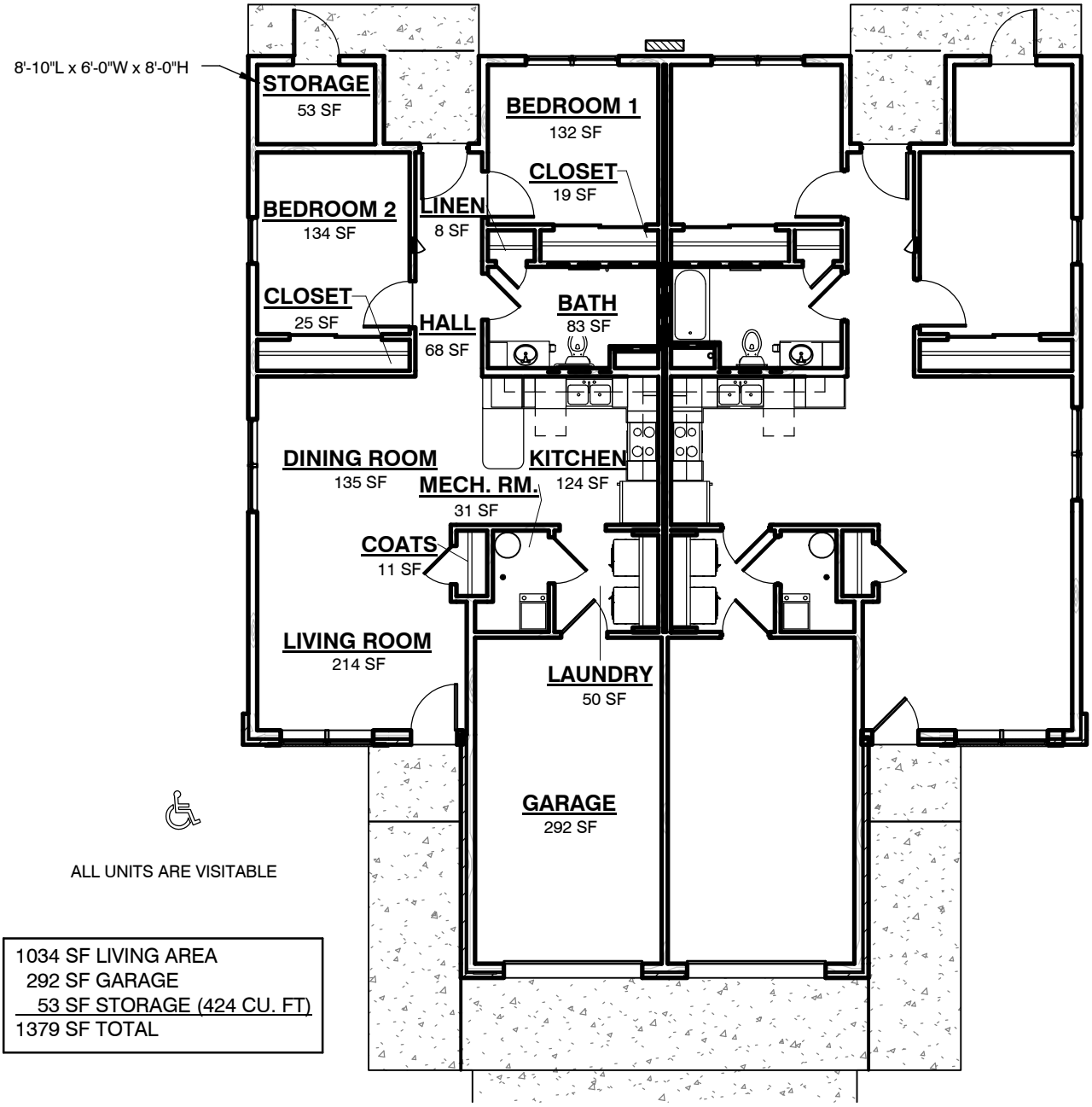
3 SIDE ELEVATION

K1.2 3/32" = 1'-0"

April 26, 2021

PORTER ESTATES II - Beatrice

ADA
Architectural Design Associates, P.C.
7501 "O" Street, Suite 105 Lincoln, NE. 68510 phone (402) 486-3232 fax (402) 486-3380 ada@adalincoln.com



ALL UNITS ARE VISITABLE

1034 SF LIVING AREA
292 SF GARAGE
53 SF STORAGE (424 CU. FT)
1379 SF TOTAL

1 KENSINGTON FLOOR PLAN

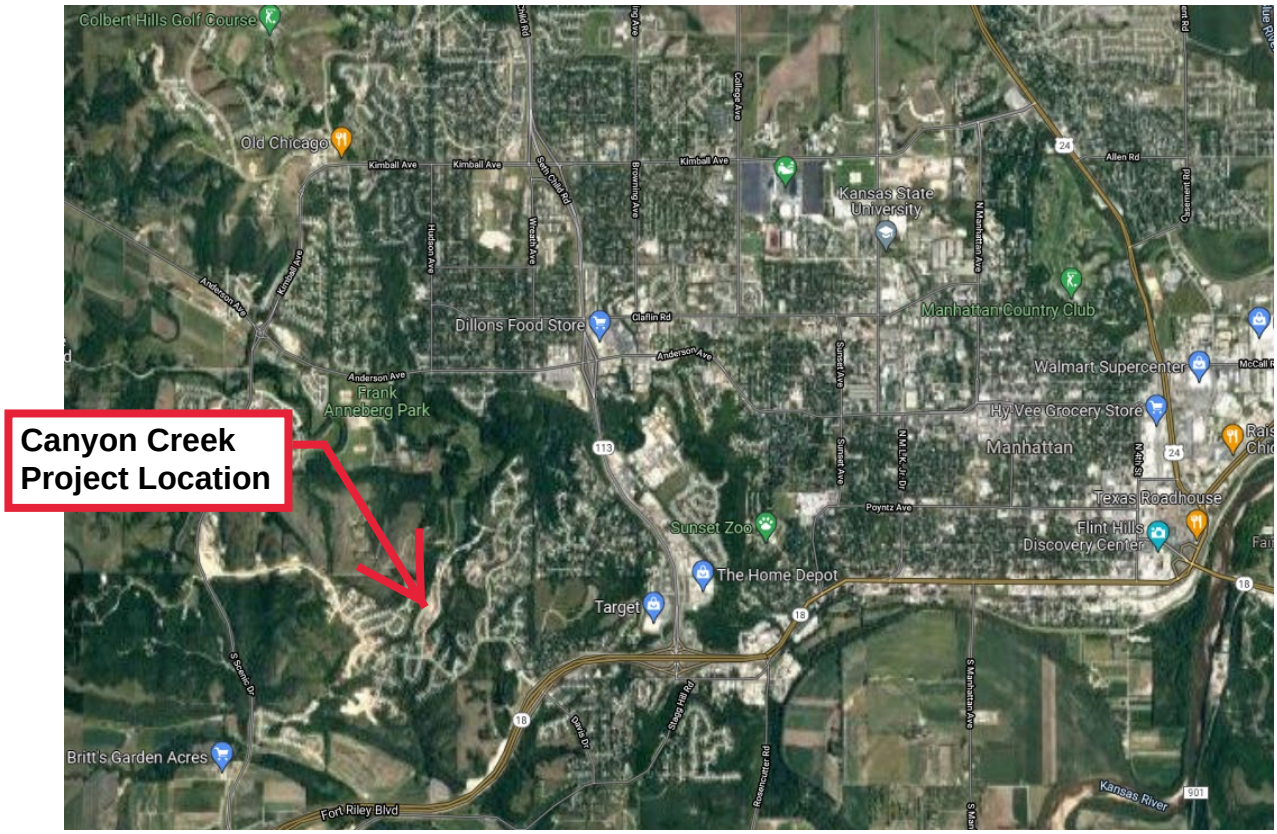
K1.3 3/32" = 1'-0"

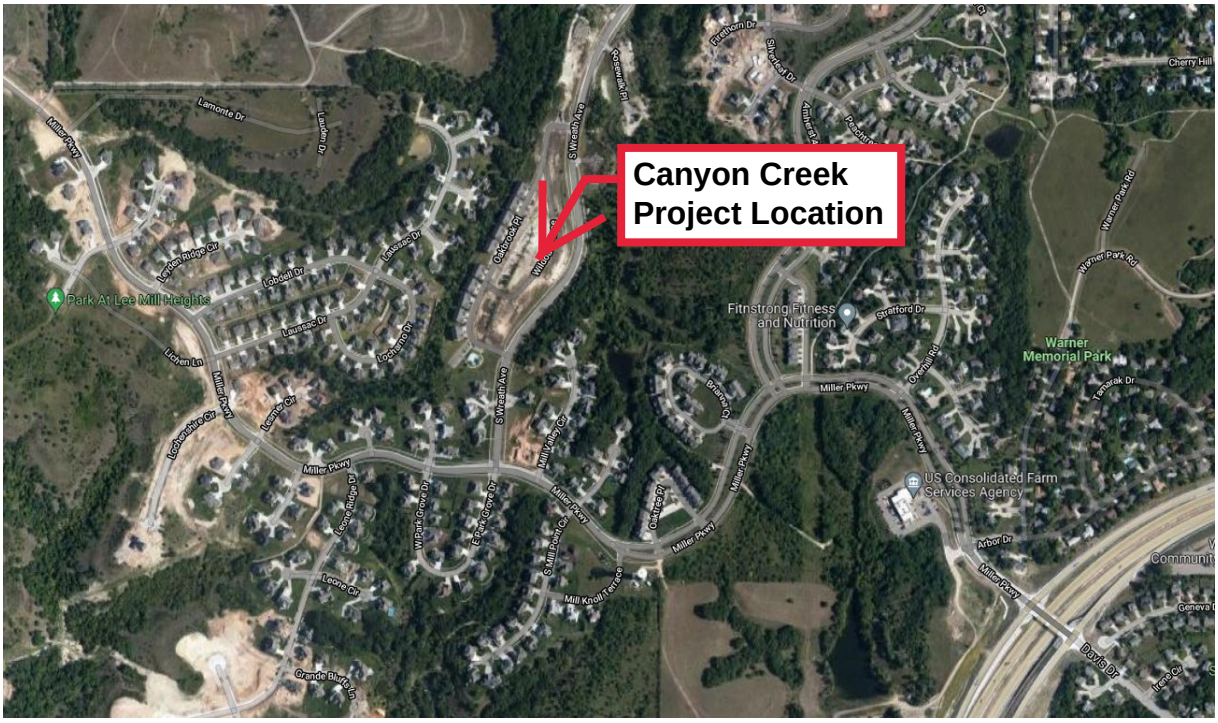
April 26, 2021

PORTER ESTATES II - Beatrice

ADA Architectural Design Associates, P.C.
7501 "O" Street, Suite 105 Lincoln, NE. 68510 phone (402) 486-3232 fax (402) 486-3380 ada@adalincoln.com

Canyon Creek affordable duplexes (36-unit senior) that we developed and is near the end of the construction phase located at S. Wreath and Oakbrook Pl, Manhattan, KS 66503

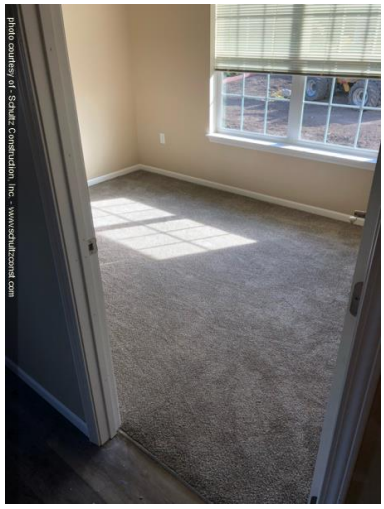




EXCELLENCE IN AFFORDABLE HOUSING

8551 Lexington Avenue, Lincoln, NE 68505 | 402-434-3344 | www.exceldg.com

Canyon Creek Pictures



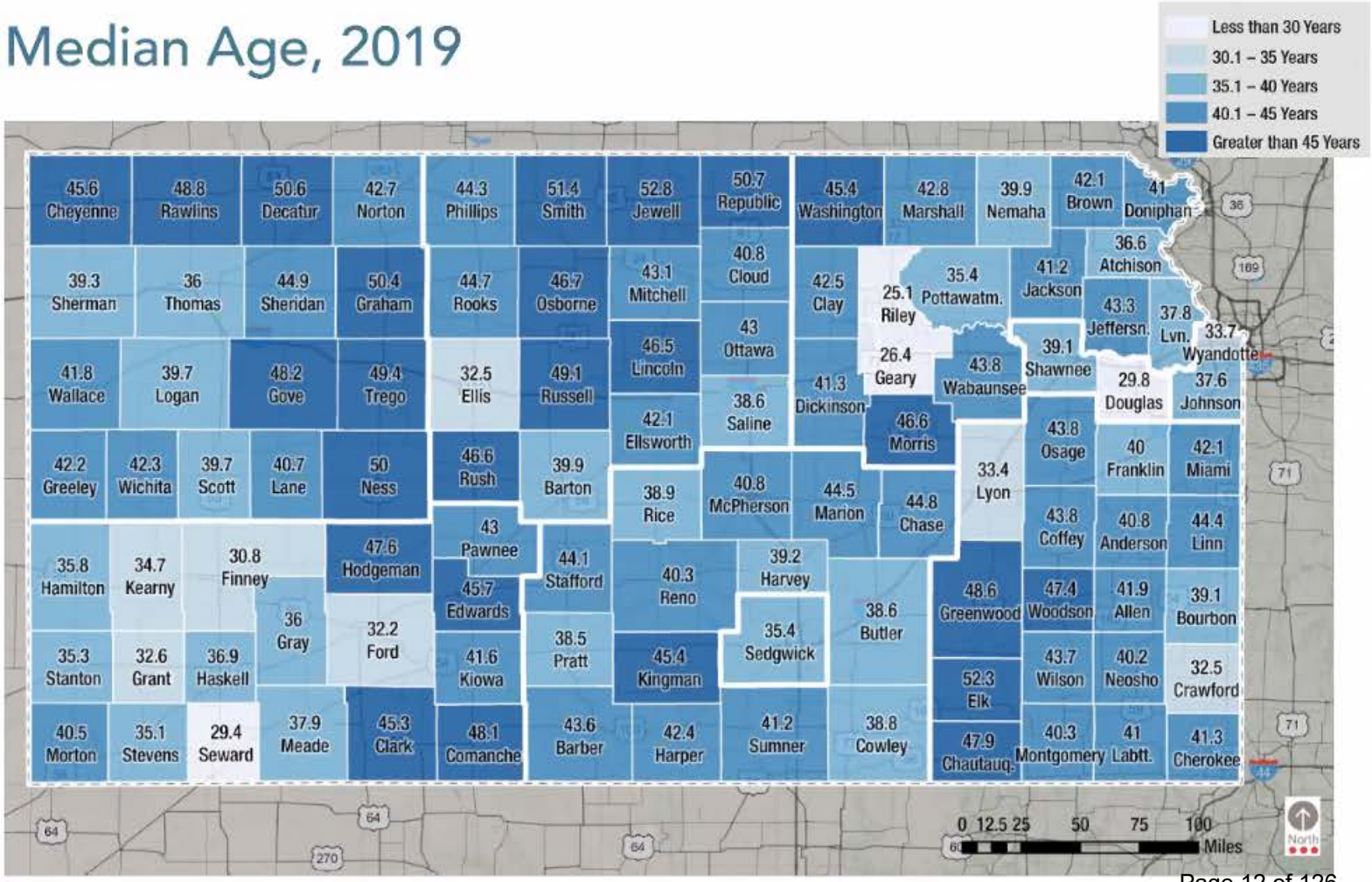
Statewide Profile

Pulled from Kansas Housing Statewide Housing Needs Assessment Virtual Presentation

KANSANS ARE AGING

The 65-74 year old cohort grew the fastest since 2010. More attention is needed for ***accessible options and housing to age in place*** across the state.

Median Age, 2019



Source: American Community Survey, 5-Year Estimates

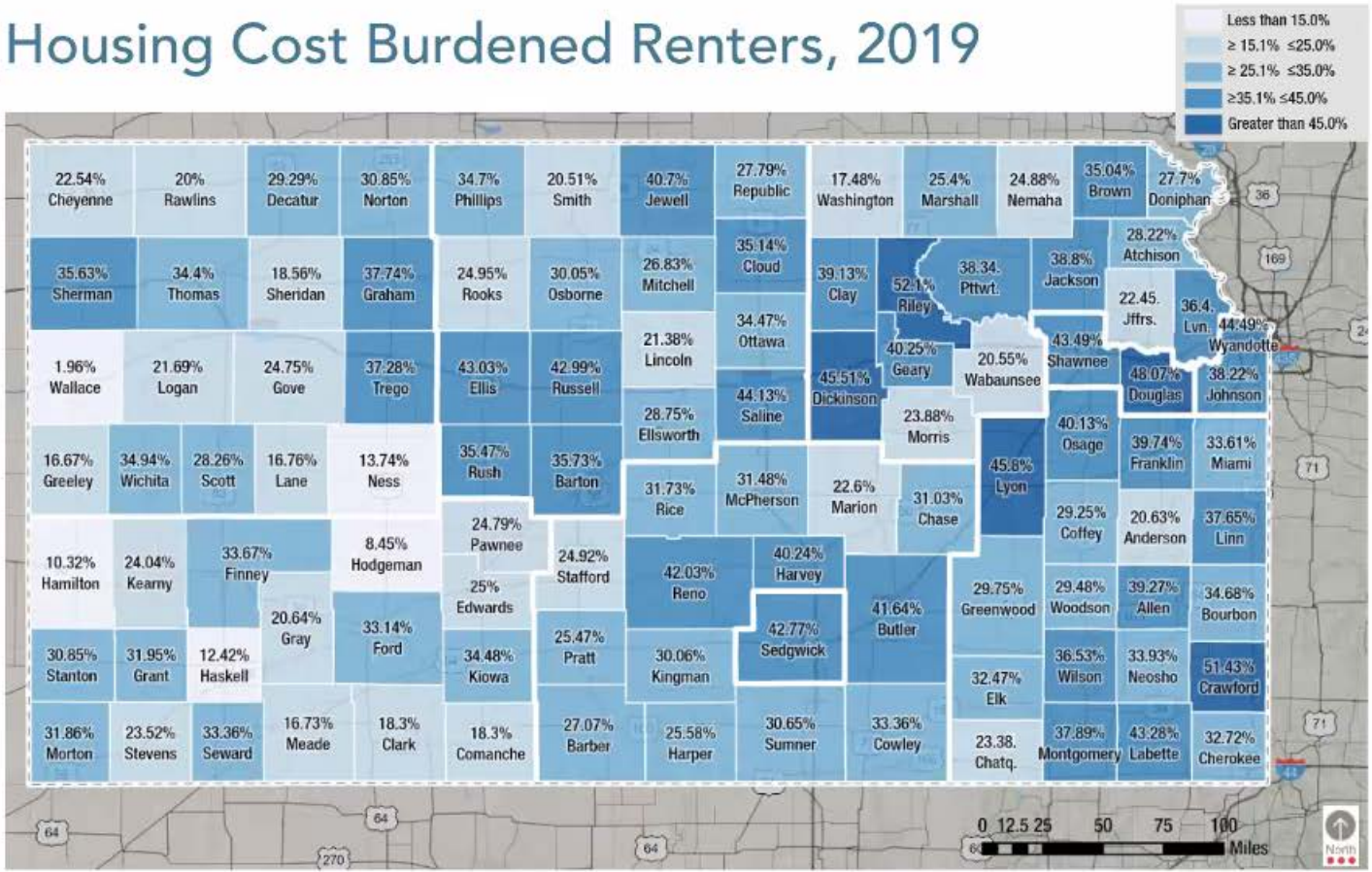
Statewide Profile

Pulled from Kansas Housing Statewide Housing Needs Assessment Virtual Presentation

KANSAS RENTERS ARE MORE COST BURDENED THAN OWNERS

Since 2010, ***the number of renter households that are housing cost burdened has increased.*** As a result, households are delaying homeownership. Additionally, the cost of other daily necessities are increasing, such as transportation and child care.

Housing Cost Burdened Renters, 2019



Source: American Community Survey, 5-Year Estimates; RDG Planning & Design

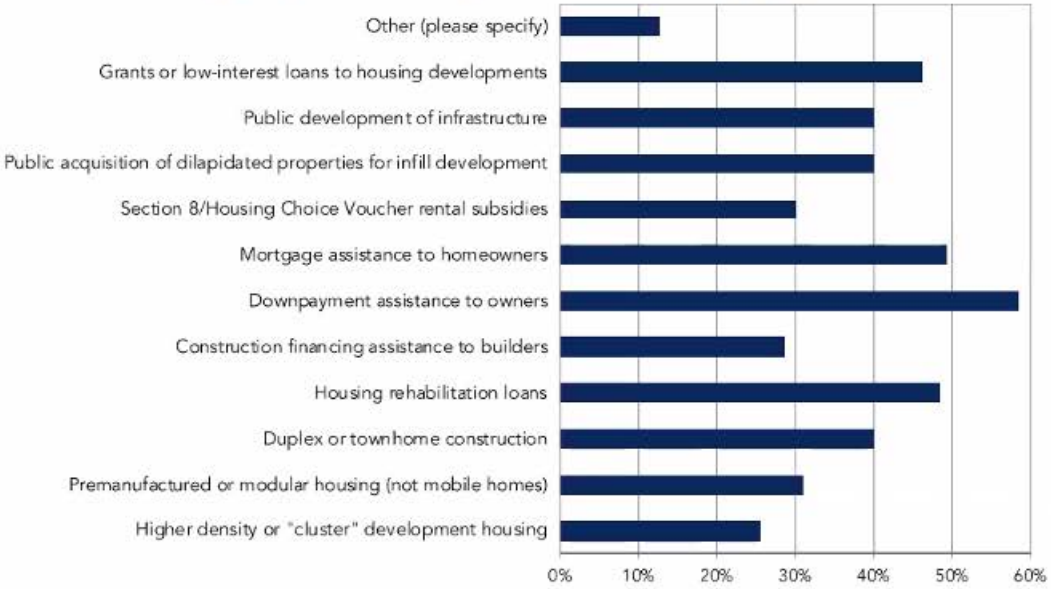
Statewide Input

Pulled from Kansas Housing Statewide Housing Needs Assessment Virtual Presentation

SURVEY INSIGHTS

- » Housing price and quality rose to the top.
  - › About 62% of respondents felt public funds were needed to remove dilapidated housing.
- » Opportunities for Seniors
  - › Accessible and Universal Design for an aging population.
- » Opportunities to Improve Quality of Life
  - › About 59% of survey respondents indicated they would consider looking for a new place to live in the next three years.
  - › Highest reason for looking to move was "to a different community for quality of life reasons."

Which types of housing solutions would you support to reduce the cost of housing in your county (select all that apply)?



EXCEL DEVELOPMENT GROUP

DEVELOPMENT · MANAGEMENT · CONSULTING

Excellence in Affordable Housing

Excel Development Group is a development, property, asset management and consulting firm specializing in providing clean, safe, affordable housing.

Affordable Housing Partner: Excel Development Group creates partnerships with organizations (for-profit and non-profit), community organizations; as well as, City, County and State agencies. We find innovative solutions to produce the highest quality affordable housing possible. Excel developments are located in Nebraska, Iowa, Kansas and Oklahoma.

Proven and Successful Developer: To date, Excel Development Group has completed over 1,500 low to moderate income housing units totaling over $200 million in development. In addition to affordable housing, Excel has developed over 1,000 successful market rate senior housing units totaling over $100 million in development. This remarkable performance reflects the solid financing, construction management and marketing know-how that our expert staff brings to affordable housing development and management within the context of each community's housing needs and market conditions.

Knowledgeable Financing Experts: Excel Development Group has successfully combined a variety of public and private financing to make our projects a success. These include, but are not limited to; Tax-exempt Bonds, Community Development Block Grants, Federal and State Low Income Housing Tax Credits, Federal Home Loan Bank Affordable Housing Program Funds, Tax Increment Financing, LB 840 Funds, and both HOME and Trust Funds.

Asset / Property Management: Excel Development Group provides direct management services to over 55 affordable housing projects in the Midwest totaling over 1,200 units. In addition, Excel also provides technical assistance and training concerning asset management and tax credit compliance to Public Housing Authorities and other not-for-profit organizations.

8551 Lexington Avenue, Lincoln, NE 68505
1-800-378-9366 I 402-434-3344
www.exceldg.com

Importance of Affordable Housing: Rent is the single biggest expense for most people, and often the most worrisome. Evidence-based research has shown that when families have stable, decent, and accessible homes that they can afford, they are better able to

Find Employment **Achieve Economic Mobility** **Peform Better in School** **Maintain Improved Health**

Benefits of Affordable Housing: Affordable housing can be a much-needed boon to local, neighborhood businesses and larger companies alike. For every 100 units created through the low-income housing tax credit program over 100 jobs are generated. It has been reported that building 100 affordable rental homes generates $2.2 million in sales and other taxes, as well as additional local government revenue from tolls, city fees, etc.

Testimonials: “Everything is brand new. They didn’t cut corners anywhere…everything is perfect. From the light fixtures to the lazy susans, alarm systems, ceiling fans in every room…they did everything first class. I’m disabled and couldn’t afford a lot of the apartments around town, and a lot of them are run-down, but they’re still charging a terrible amount for rent. This was such a blessing to find something that’s super affordable, and still have enough left to live a comfortable life but yet have something I can be proud of and not afraid to live in. I just love it here!” – Resident

“We appreciate the completed project as it helps us retain and recruit businesses to our town. Thank you for all Excel Development Group has done to make this project happen.” – City Manager

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City of Junction City

Land Bank

Agenda Memo

12-21-2021

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Excel Development Group is offering to purchase Lots 5-8, Block 5 of Prairie Ridge #1 and Lots 12-23, Block 2 of Prairie Ridge #2 for $16,000.00. There are no utilities on these lots.

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

Staff Recommendation: This offer is for 16 lots to construct 28 building units. There is no electric service to these property and they are in the Evergy service territory. Excel Development Group officials will be on-line to answer questions.

Attachments:

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

FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: Excel Development Group

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

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

16 lots on Independence Ave (see addendum for ref #)	Junction City	KS	66441	Geary
Street Address (if available)	**City**	**State**	**Zip**	**County**

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
Lots 5 -8, Block 5, Prairie Ridge #1, Lots 12-23, Block 2, Prairie Ridge #2

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

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

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

2. PURCHASE PRICE: The purchase price for the property is $ 16,000.00
which BUYER agrees to pay as follows:

a. Earnest Money in the form of: ***(check one)***
☒ Personal check OR ☐ Other Business Check
in the amount of $ 1,000.00
Deposited with:
☐ _____ Listing Broker
☐ _____ Escrow/Closing Agent
☐ If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, escrow/closing agent shall be _____

b. Total amount financed by BUYER $ _____

c. Balance of purchase price to be paid on or before closing $ 15,000.00

3. CLOSING AND POSSESSION: By December 29, 2022 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on _____ at _____, ____. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

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

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

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

Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr. Junction City KS 66441
Lance Custer
Phone: (785) 762-4663 Fax: (785) 762-2292
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Land Bank-Excel

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JM

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

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

21. INSPECTIONS. BUYER may, at BUYER'S expense, verify the existing zoning is appropriate for BUYER'S use, conduct environmental or other inspections within **60** days (14 if left blank), the inspection period, of the effective date of this contract. If BUYER'S inspections reveal unacceptable conditions, BUYER may cancel this contract and all earnest money shall be returned to BUYER. Or, BUYER and SELLER may negotiate an acceptable resolution of said conditions. If negotiations are not completed successfully within **15** days (5 if left blank) after SELLER'S receipt of BUYER'S offer to renegotiate, either may cancel this contract with written notice to the other. If BUYER fails to conduct inspections and provide a written report from a qualified third party inspector within the inspection period, BUYER shall have waived any rights provided by this inspection clause.

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

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

_____

_____

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. **This purchase is contingent upon the purchaser's project receiving Low Income Housing Tax Credits in 2022 from Kansas Housing Resources Corporation (KHRC). Should purchaser not receive the expected funds from KHRC, purchaser may cancel contract and earnest deposit returned to purchaser.**

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

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

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

SELLER Junction City Land Bank — **DATE**	Jennifer McCabe, V.P. — **BUYER Excel Development Group** — 12-20-21 **DATE**
SELLER — **DATE**	**BUYER** — **DATE**
Coldwell Banker Patriot Realty Name of Listing Brokerage (Please Print)	**Coldwell Banker Patriot Realty** Name of Selling Brokerage (Please Print)
Lance Custer Name of Licensee Assisting Seller (Please Print)	**Lance Custer** Name of Licensee Assisting Buyer (Please Print)
(785)226-0438 / _____ Listing Licensee Phone # Fax #	**(785)226-0438** / _____ Selling Licensee Phone # Fax #
lance.custer@coldwellbanker.com Listing Licensee Email Address	**lance.custer@coldwellbanker.com** Selling Licensee Email Address
BR00052930 Listing Agent License #	**BR00052930** Selling Agent License #
BR00052930 Supervising Broker License #	**BR00052930** Supervising Broker License #

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

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

☐ Licensee Assisting Seller ☐ Licensee Assisting Buyer

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ADDENDUM 1

Addendum to contract dated _____ between:

Junction City Land Bank (Sellers) and

Excel Development Group (Buyers) on property located

at 16 lots on Independence Ave (see addendum for ref #), Junction City, KS 66441

The reference numbers for the lot to be purchased are R8654, R8655, R8656, R8657, R8693, R8692, R8691, R8690, R8689, R8688, R8687, R8686, R8685, R8684, R8683, R8682.

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

Buyers assume all responsibility for verifying with the appropriate providers the suitability for the lot for buyer's intended building purpose. Buyers further acknowledge that there is currently no electrical power servicing the area. Buyers are responsible for verifying whether gas lines current exist. Any necessary future improvements to the lots for utilities shall be buyers' responsibility.

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

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

SELLER Junction City Land Bank	DATE	BUYER Excel Development Group Jennifer McCabe V.P.	12.20.21 DATE
SELLER	DATE	BUYER	DATE

FLINT HILLS ASSOCIATION OF REALTORS®

BUYER'S ESTIMATED EXPENSE WORKSHEET

BUYER: Excel Development Group
PROPERTY: 16 lots on Independence Ave (see addendum for ref #), Junction City, KS 66441
ESTIMATED CLOSING DATE: December 30, 2021

PURCHASE PRICE:	$ 16,000.00	$
CASH DOWN PAYMENT (Including Earnest Deposit)	$ 16,000.00	$
MORTGAGE LOAN: (Type) _____ Amount:	$	$
LOAN AND OTHER COSTS:		
Loan Closing Fee	$	$
Origination Fee	$	$
Loan Discount Fee (Points)	$	$
Credit Report (Paid at Loan Application)	$	$
Appraisal Fee (Paid at Loan Application)	$	$
Survey (if required) ___ Stake Survey ___ Loan Survey	$	$
Underwriter Fee	$	$
Document Preparation Fee	$	$
Tax Service	$	$
Flood Certificate	$	$
PMI Premium	$	$
VA Funding Fee (if not financed)	$	$
FHA/MIP (if not financed)	$	$
Mortgagee's Title Insurance Policy	$	$
Recording Fee	$	$
Kansas Mortgage Tax	$	$
Broker's Administrative Commission	$	$
Transaction Fee	$	$
Inspections	$	$
Whole House	$	$
Wood Infestation	$	$
Other	$	$
Home Association Prorations	$	$
Home Warranty Fee	$	$
Other	$	$
Estimate of Loan and Other Costs (subtotal)	$ 700.00	$
	$ 700.00	$
RESERVES/PRE-PAIDS:		
Pre-paid Interest	$	$
_____ Months Hazard Insurance	$	$
_____ Months Taxes	$	$
_____ Month MIP/PMI Premium (if applicable)	$	$
Flood Insurance (if required)	$	$
Estimate of Reserves (subtotal)	$	$
TOTAL ESTIMATED CASH OUTLAY (line 6 + 35 + 43)	$ 16,700.00	$
MONTHLY PAYMENT:		
Interest rate: _____ %/Term _____ Years		
Monthly Principal & Interest	_____ % / _____	_____ % / _____
Taxes (1/12th of _____)	$	$
Hazard Insurance(1/12th of _____)	$	$
MIP/PMI Premium (_____ %)	$	$
Estimate of Monthly Payment	$	$
	$	$

Some lending programs do not allow Buyer to pay some fees, such as: tax service fees, underwriting fees, etc.

THIS IS AN ESTIMATED COST SHEET. YOUR LENDER IS REQUIRED BY LAW TO PROVIDE YOU A GOOD FAITH ESTIMATE OF LOAN SPECIFIC COSTS. FINAL FIGURES WILL BE DETERMINED AT TIME OF CLOSING.

BUYER: Jennifer McCabe, V.P. — DATE: 12-20-21
Excel Development Group

BUYER: _____ DATE: _____

LICENSEE: _____ DATE: _____
Lance Custer

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Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr. Junction City KS 66441
Lance Custer
Phone: (785) 762-4663 Fax: (785) 762-2292 Land Bank-Excel

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FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: 16 lots on Independence Ave (see addendum for ref #), Junction City, KS 66441

ESTIMATED CLOSING DATE: December 29, 2022

PRICE: ..... $ 16,000.00

LESS ITEMS TO BE PAID BY SELLER:

1st Mortgage /Deed of Trust	$
2nd Mortgage /Deed of Trust	$
Other Encumbrance	$
1st Mtg. Interest Proration: From ____ to ____	$
2nd Mtg. Interest Proration: From ____ to ____	$
Tax Proration: From ____ to ____	$
Mortgage Prepayment Penalty	$
Title Insurance Policy	$
Closing and Escrow Fee	$
Unpaid Assessments (if not assumed by buyer)	$
Listing Commission	$
Selling Commission	$ 8,000.00
Broker's Administrative Commission	$ 8,000.00
Marketing Fee	$
Homes Association Dues	$
Buyer's Closing Costs Paid by SELLER	$
Costs not payable by Buyer*	$
FHA/VA or Lender Discount Points	$
Release of Lien Fees	$
Home Warranty Fee	$
Other	$

Total to be paid at Closing ..... $ 16,000.00

APPROXIMATE NET PROCEEDS ..... $ 0.00

POTENTIAL ADDITIONAL EXPENSES

Inspection Related Repairs	$
Wood Infestation Treatment	$
Other	$

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

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

SELLER: Junction City Land Bank Date

SELLER: Date

By: Lance Custer 12-20-21 Date

Licensee **Lance Custer** Date

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

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Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr. Junction City KS 66441 Phone: (785) 762-4663 Fax: (785) 762-2292
Lance Custer

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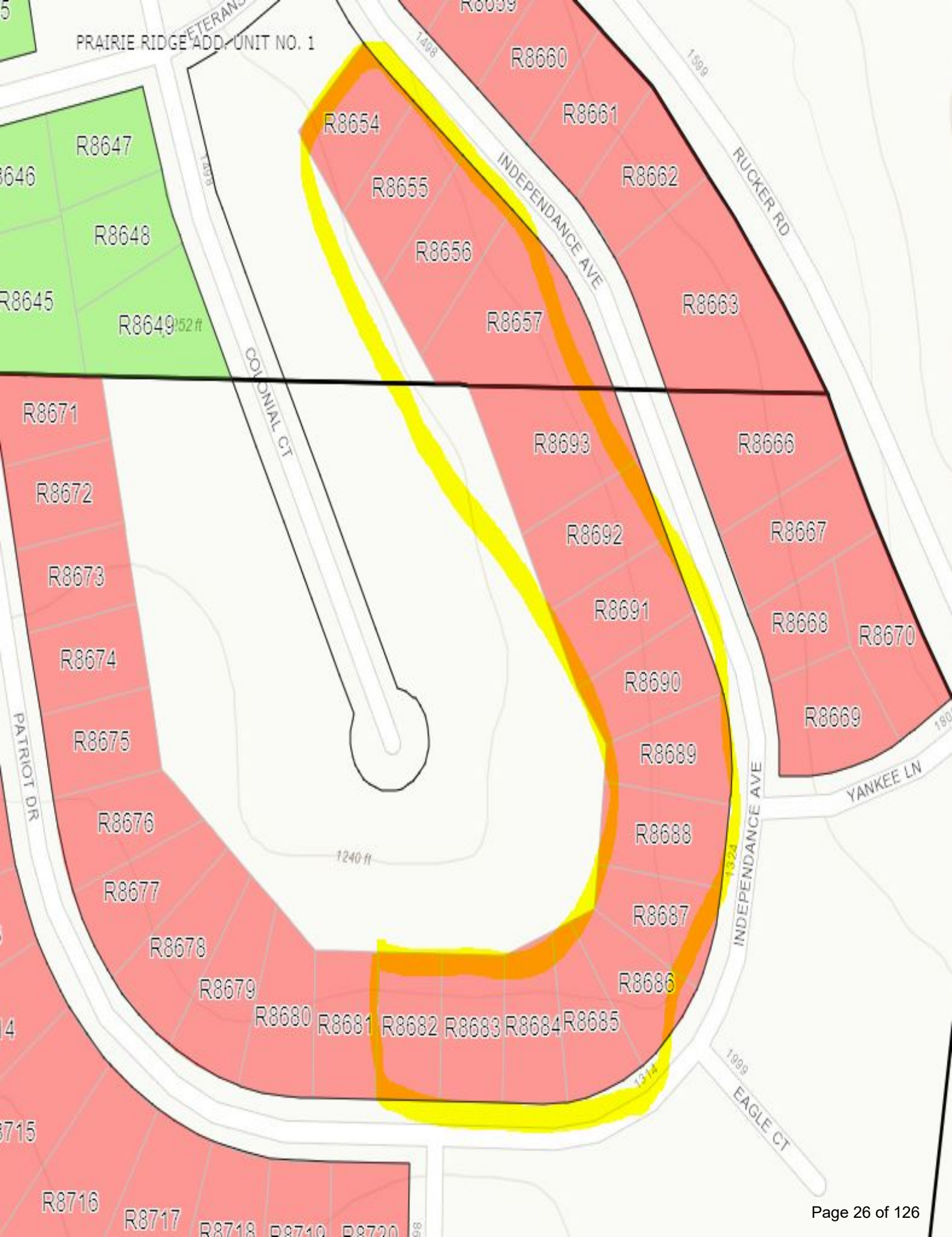
PRAIRIE RIDGE ADD, UNIT NO. 1
VETERANS
R8647
R8646
R8648
R8645
R8649
152 ft
R8654
R8655
R8656
R8657
R8660
R8661
R8662
R8663
INDEPENDANCE AVE
RUCKER RD
COLONIAL CT
R8671
R8672
R8673
R8674
R8675
R8676
R8677
R8678
R8679
R8680
R8681
R8682
R8683
R8684
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R8686
R8687
R8688
R8689
R8690
R8691
R8692
R8693
R8666
R8667
R8668
R8669
R8670
PATRIOT DR
1240 ft
YANKEE LN
INDEPENDANCE AVE
EAGLE CT
R8716
R8717

RESOLUTION NO. 51-2021

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 EXCEL DEVELOPMENT GROUP.

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 Excel Development Group in the form presented to the Board on this date is hereby approved.

2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.

3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Five (5), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Six (6), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Seven (7), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Eight (8), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas; Lot Twelve (12), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Thirteen (13), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Fourteen (14), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Fifteen (15), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Sixteen (16), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Seventeen (17), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Eighteen (18), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Nineteen (19), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Twenty (20), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Twenty-one (21), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; Lot Twenty-two (22), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas; and Lot Twenty-three (23), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas to Excel Development Group.

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 DECEMBER, 2021.

_____

Jeff Underhill, Chairman

ATTEST:

_____

Tammy Melton, Secretary

27557342v1

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of December, 2021, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Excel Development Group, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Sixteen Thousand and no/100 Dollars ($16,000.00), 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 Five (5), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Six (6), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Seven (7), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Eight (8), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Twelve (12), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Thirteen (13), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Fourteen (14), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Fifteen (15), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Sixteen (16), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Seventeen (17), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Eighteen (18), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Nineteen (19), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Twenty (20), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Twenty-one (21), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Twenty-two (22), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Twenty-three (23), Block Two (2), Prairie Ridge Addition, Unit No. 2 to 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: _____
Jeff Underhill
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 _____, 2021, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot Five (5), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Six (6), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Seven (7), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Eight (8), Block Five (5), Prairie Ridge Addition, Unit No. 1 to Junction City, Geary County, Kansas

Lot Twelve (12), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Thirteen (13), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Fourteen (14), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Fifteen (15), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Sixteen (16), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Seventeen (17), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Eighteen (18), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Nineteen (19), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Twenty (20), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Twenty-one (21), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Twenty-two (22), Block Two (2), Prairie Ridge Addition, Unit No. 2 to Junction City, Geary County, Kansas

Lot Twenty-three (23), Block Two (2), Prairie Ridge Addition, Unit No. 2 to 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
December 21, 2021

City of Junction City

Land Bank

Agenda Memo

12-21-2021

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Cipriano Gutierrez is offering to purchase Lots 14 & 15, Block 4 of Manns Ranch Addition #1 for $2,000.00. There are no utilities on these lots.

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

Staff Recommendation: At this time, this is the standard offer for the lots without electric service. I recommend acceptance.

Attachments:

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

FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: Cipriano Gutierrez

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

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

00000 Buckshot Drive Lots 14 & 15	Junction City	KS	66441	Geary
Street Address (if available)	**City**	**State**	**Zip**	**County**

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
1.) MANNS RANCH ADD #1 , BLOCK 4 , Lot 14 , SECTION 04 TOWNSHIP 12 RANGE 05
2.) MANNS RANCH ADD #1 , BLOCK 4 , Lot 15 , SECTION 04 TOWNSHIP 12 RANGE 05

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

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

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

2. **PURCHASE PRICE:** The **purchase price** for the **property** is $ 2,000.00
which BUYER agrees to pay as follows:
   a. Earnest Money in the form of: ***(check one)***
      ☐ Personal check **OR** ☒ Other MONEY ORDER $ 500.00
      in the amount of
      Deposited with:
      ☒ SECURITY 1ST TITLE Listing Broker
      ☐ _____ Escrow/Closing Agent
      ☐ If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, escrow/closing agent shall be _____
   b. Total amount financed by BUYER $ _____
   c. Balance of purchase price to be paid on or before closing $ 1,500.00

3. **CLOSING AND POSSESSION:** By February 15, 2022 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on _____ at _____, ____. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

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

☐ **Contingency for Sale and/or Closing Addendum** ☐ **Other:** _____
☐ **Seller's Land Disclosure and Condition Addendum** ☐ **Other:** _____

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

NextHome Unlimited, 304 E Chestnut St Junction City, KS 66441 Phone: 7852264859 Fax: 7857624635 00000 Buckshot
Jason Boyer
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6. FINANCING TERMS. NEW MORTGAGE: This contract is contingent upon Buyer being approved for a mortgage loan on the subject property in an amount of up to $ _____ from _____ at an interest rate of not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees required by the lender and promptly submit any documentation or information requested or required by the lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. _____

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

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

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

DocuSigned by: Dec 3, 2021 | 11:03 AM PST

SELLER Junction City Land Bank **DATE** | **BUYER Cipriano Gutierrez** **DATE**

SELLER **DATE** | **BUYER** **DATE**

Coldwell Banker Patriot Realty	**NextHome Unlimited**
Name of Listing Brokerage (Please Print)	Name of Selling Brokerage (Please Print)
Lance Custer	**Jason Boyer**
Name of Licensee Assisting Seller (Please Print)	Name of Licensee Assisting Buyer (Please Print)
(785)226-0438 /	**(785)226-4859** / **(785)762-4635**
Listing Licensee Phone # Fax #	Selling Licensee Phone # Fax #
lance.custer@coldwellbanker.com	**jason@nexthomeunlimited.com**
Listing Licensee Email Address	Selling Licensee Email Address
BR	**BR00225967**
Listing Agent License #	Selling Agent License #
BR	**BR00230803**
Supervising Broker License #	Supervising Broker License #

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

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

DocuSigned by:

☐ Licensee Assisting Seller ☐ Licensee Assisting Buyer

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FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: R9291 & R9292 Buckshot Dr., Junction City, KS 66441

ESTIMATED CLOSING DATE: February 15, 2022

PRICE: ..... $ 2,000.00

LESS ITEMS TO BE PAID BY SELLER:

1st Mortgage /Deed of Trust		$
2nd Mortgage /Deed of Trust		$
Other Encumbrance		$
1st Mtg. Interest Proration:	From _____ to _____	$
2nd Mtg. Interest Proration:	From _____ to _____	$
Tax Proration:	From _____ to _____	$
Mortgage Prepayment Penalty		$
Title Insurance Policy		$
Closing and Escrow Fee		$
Unpaid Assessments (if not assumed by buyer)		$
Listing Commission		$ 1,000.00
Selling Commission		$ 1,000.00
Broker's Administrative Commission		$
Marketing Fee		$
Homes Association Dues		$
Buyer's Closing Costs Paid by SELLER		$
Costs not payable by Buyer*		$
FHA/VA or Lender Discount Points		$
Release of Lien Fees		$
Home Warranty Fee		$
Other		$

Total to be paid at Closing ..... $ 2,000.00

APPROXIMATE NET PROCEEDS ..... $ 0.00

POTENTIAL ADDITIONAL EXPENSES

Inspection Related Repairs	$
Wood Infestation Treatment	$
Other	$

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

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

SELLER: _____ Date
Junction City Land Bank

SELLER: _____ Date

By: _____ Date
Licensee **Lance Custer**

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

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

ADDENDUM #1

Addendum to contract dated TBD between:
Junction City Land Bank (Sellers) and
Cipriano Gutierrez (Buyers) on property located
at 00000 Buckshot Drive Lots 14 & 15, Junction City, KS 66441

The reference numbers for the lots to be purchased are R9291 & R9292.

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

Buyer acknowledge receipt of a copy of the covenants and restrictions for the subdivision (if any).

Buyers assume all responsibility for verifying with appropriate providers and suitability for the lot of the buyers' intended building purposes. Buyers further acknowledge that the buyer has verified with the appropriate utility providers that all utilities exist for buyers' intended purposes prior to signing this contract.

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

Buyer understands that seller will not mow or clear lot of Debis prior or after closing.

DocuSigned by:
Cipriano Gutierrez
29D0E0C4B64...

SELLER **Junction City Land Bank**	DATE	BUYER **Cipriano Gutierrez** Dec 3, 2021 | 11:03 AM PST	DATE
SELLER	DATE	BUYER	DATE

Legend | About | Layers

Legend

Land Bank Lots

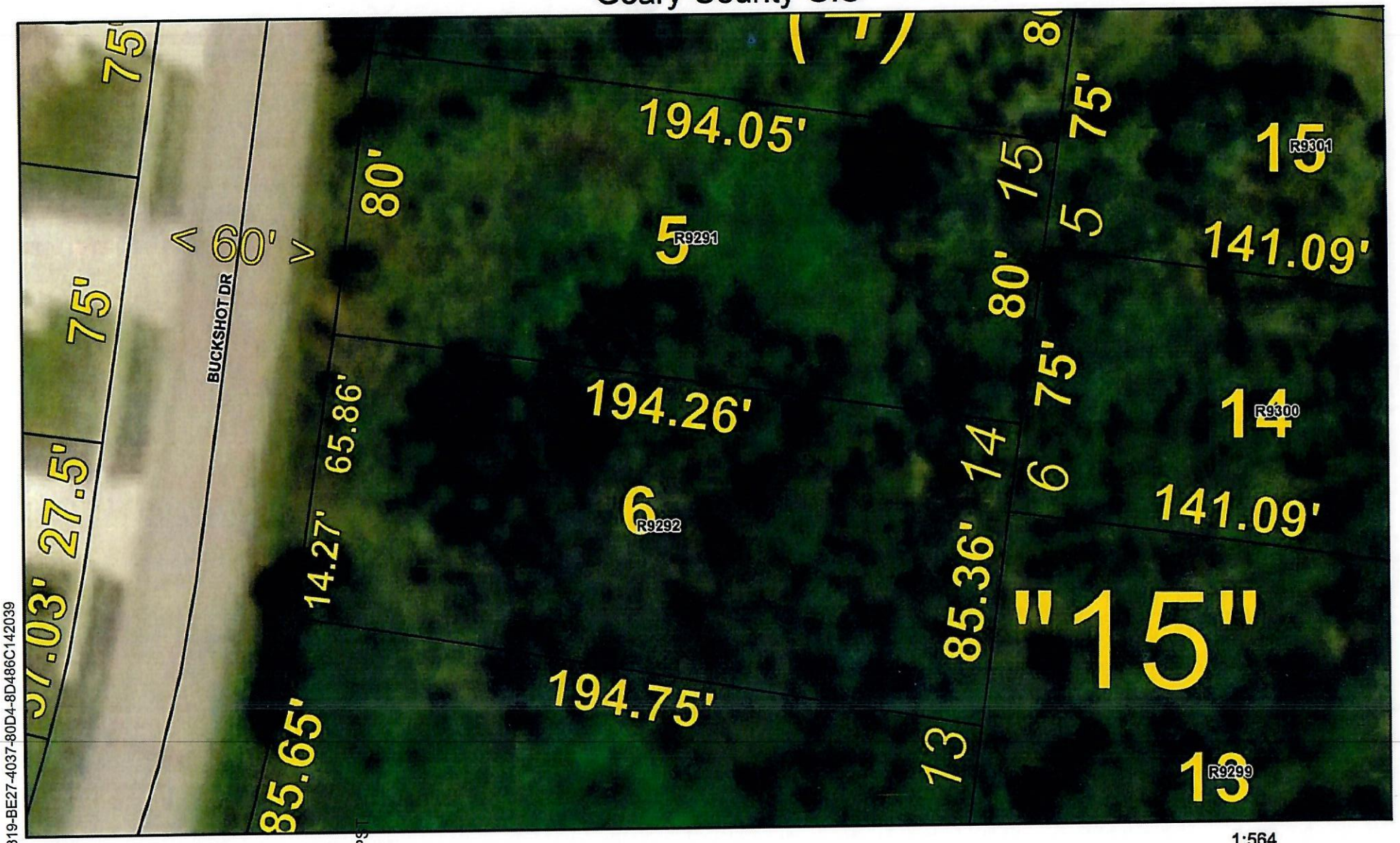
- Limited Utilities
- Call for Details
- Buildable - Has Electric, Water, & Sewer
- Not Available

Subdivision Boundary

Land Bank Zoning

Junction City Land Bank Lots

Geary County GIS



12/3/2021, 12:09:12 PM

Parcels

Annotations

RoadCenterline

1:564

0 0 0.01 0.0

0 0.01 0.01 0.02 km

Maxar, Microsoft

Geary

Maxar, Microsoft | Esri, HERE, Garmin, USGS, NGA, EPA,

DocuSign Envelope ID: B2023319-BE27-4037-80D4-8D486C142039

DocuSigned by:
29CD4E08A9644F7...

Dec 3, 2021 | 11:03 AM PST

RESOLUTION NO. 44-2021

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 CIPRIANO GUTIERREZ.

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 Cipriano Gutierrez in the form presented to the Board on this date is hereby approved.

2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.

3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Fourteen (14), Block Four (4), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas and Lot Fifteen (15), Block Four (4), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas to Cipriano Gutierrez.

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 DECEMBER, 2021.

_____

Jeff Underhill, Chairman

ATTEST:

_____

Tammy Melton, Secretary

27557342v1

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of December, 2021, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Cipriano Gutierrez, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Two Thousand and no/100 Dollars ($2,000.00), 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 Fourteen (14), Block Four (4), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas

Lot Fifteen (15), Block Four (4), Mann's Ranch Addition Unit No. 1 to 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: _____
Jeff Underhill
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 _____, 2021, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot Fourteen (14), Block Four (4), Mann's Ranch Addition Unit No. 1 to Junction City, Geary County, Kansas

Lot Fifteen (15), Block Four (4), Mann's Ranch Addition Unit No. 1 to 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
December 21, 2021

27557361v1

City of Junction City

Land Bank

Agenda Memo

12-21-2021

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Joel & Brenda Otero are offering to purchase Lots 6 & 7, Block 4 of Deer Creek Addition #2 for $10,000.00. There are utilities on these lots.

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

Staff Recommendation: This is the standard offer of $5,000 per lot. I recommend acceptance.

Attachments:

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

FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: Joel Otero, Brenda Otero

BUYER TAKING TITLE AS: [X] JTWROS **OR** [ ] Tenants in Common

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

R10953, R10954 Arrowhead Dr	Junction City	KS	66441	Geary
Street Address (if available)	**City**	**State**	**Zip**	**County**

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
DEER CREEK ADD #2 , BLOCK 4 , Lot 6 , SECTION 15 TOWNSHIP 12 RANGE 05
DEER CREEK ADD #2 , BLOCK 4 , Lot 7, SECTION 15 TOWNSHIP 12 RANGE 05

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

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

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

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

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

b. Total amount financed by BUYER $ _____

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

3. **CLOSING AND POSSESSION:** By February 22, 2022 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on _____ at _____, ____. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

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

[ ] **Contingency for Sale and/or Closing Addendum**
[ ] **Seller's Land Disclosure and Condition Addendum**
[X] **Other:** Addendum 1
[X] **Other:** Aerial View

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

Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr. Junction City KS 66441 Phone: (785) 492-7556 Fax: (785) 762-2292 R10953 R10954
Samuel Arias
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6. FINANCING TERMS. NEW MORTGAGE: This contract is contingent upon Buyer being approved for a mortgage loan on the subject property in an amount of up to $ _____ from _____ at an interest rate of not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees required by the lender and promptly submit any documentation or information requested or required by the lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. _____

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

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

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

SELLER Junction City Land Bank DATE	**BUYER Patriot Otero** Authentisign Joel Otero 12/13/2021 12/13/2021 2:05:0 PM CST DATE
SELLER DATE	**BUYER Brenda Otero** Authentisign Brenda Otero 12/13/2021 12/13/2021 2:02:10 PM CST DATE
Coldwell Banker Patriot Realty Name of Listing Brokerage (Please Print)	**Coldwell Banker Patriot Realty** Name of Selling Brokerage (Please Print)
Lance Custer Name of Licensee Assisting Seller (Please Print)	**Genesis Cruz** Name of Licensee Assisting Buyer (Please Print)
(785)226-0438 / Listing Licensee Phone # Fax #	**(785)375-0098** / Selling Licensee Phone # Fax #
lance.custer@coldwellbanker.com Listing Licensee Email Address	**genesis.arias@coldwellbanker.com** Selling Licensee Email Address
BR00052930 Listing Agent License #	**SP00246134** Selling Agent License #
BR00052930 Supervising Broker License #	**BR00052930** Supervising Broker License #

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

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

☐ Licensee Assisting Seller

☒ Licensee Assisting Buyer — Authentisign Genesis Cruz 12/13/2021 12:50:43 PM CST

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ADDENDUM 1

Addendum to contract dated _____ between:

Junction City Land Bank (Sellers) and

Joel Otero, Brenda Otero (Buyers) on property located

at R10953, R10954 Arrowhead Dr, Junction City , KS 66441

The reference number for the lots to be purchased are R10953, R10954.

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

Buyers assume all responsibility for verifying with the appropriate providers the suitability for the lot for buyer's intended building purpose. Buyers further acknowledge that there is currently no electrical power servicing the area. Buyers are responsible for verifying whether gas lines currently exist. Any necessary future improvements to the lots for utilities shall be buyer's responsibility.

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

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

SELLER **Junction City Land Bank**	DATE	Authentisign Joel Otero 12/13/2021 2:01:20 PM CST BUYER **Joel Otero**	12/13/2021 DATE
SELLER	DATE	Authentisign Brenda Otero 12/13/2021 2:02:20 PM CST BUYER **Brenda Otero**	DATE

Authentisign ID: C877BEBE-867F-4455-923C-974196C12057

Geary County GIS

12/13/2021, 12:48:52 PM

Parcels

Annotations

RoadCenterline

[JO] [BO]

1:564

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

Maxar, Microsoft

Geary County User

Maxar, Microsoft | Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS |

Authentisign ID: C877BEBE-867F-4455-923C-974196C12057

Geary County GIS 2

12/13/2021, 12:49:42 PM

Parcels

Annotations

RoadCenterline

1:564

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

Maxar, Microsoft

[10] [30]

Geary County User

Maxar, Microsoft | Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS |

FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: 10953 & 10954 Arrowhead Dr., Junction City, KS 66441

ESTIMATED CLOSING DATE: February 22, 2022

PRICE: ..... $ 10,000.00

LESS ITEMS TO BE PAID BY SELLER:

1st Mortgage /Deed of Trust		$
2nd Mortgage /Deed of Trust		$
Other Encumbrance		$
1st Mtg. Interest Proration:	From _____ to _____	$
2nd Mtg. Interest Proration:	From _____ to _____	$
Tax Proration:	From _____ to _____	$
Mortgage Prepayment Penalty		$
Title Insurance Policy		$
Closing and Escrow Fee		$
Unpaid Assessments (if not assumed by buyer)		$
Listing Commission		$ 1,000.00
Selling Commission		$ 1,000.00
Broker's Administrative Commission		$
Marketing Fee		$
Homes Association Dues		$
Buyer's Closing Costs Paid by SELLER		$
Costs not payable by Buyer*		$
FHA/VA or Lender Discount Points		$
Release of Lien Fees		$
Home Warranty Fee		$
Other		$

Total to be paid at Closing ..... $ 2,000.00

APPROXIMATE NET PROCEEDS ..... $ 8,000.00

POTENTIAL ADDITIONAL EXPENSES

Inspection Related Repairs	$
Wood Infestation Treatment	$
Other	$

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

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

SELLER: _____ Date

Junction City Land Bank

SELLER: _____ Date

By: _____ Date

Licensee **Lance Custer**

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

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

Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr. Junction City KS 66441 Phone: (785) 762-4663 Fax: (785) 762-2292 Land Bank-Otero
Lance Custer

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RESOLUTION NO. 45-2021

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 JOEL OTERO AND BRENDA OTERO.

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 Joel Otero and Brenda Otero in the form presented to the Board on this date is hereby approved.

2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.

3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Six (6), Block Four (4), Deer Creek Addition Unit No.2 to the City of Junction City, Geary County, Kansas and Lot Seven (7), Block Four (4), Deer Creek Addition Unit No.2 to the City of Junction City, Geary County, Kansas to Joel Otero and Brenda Otero.

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 DECEMBER, 2021.

_____

Jeff Underhill, Chairman

ATTEST:

_____

Tammy Melton, Secretary

27557342v1

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of December, 2021, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Joel Otero and Brenda Otero, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Ten Thousand and no/100 Dollars ($10,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Six (6), Block Four (4), Deer Creek Addition Unit No.2 to the City of Junction City, Geary County, Kansas

Lot Seven (7), Block Four (4), Deer Creek Addition Unit No.2 to the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Jeff Underhill
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 _____, 2021, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot Six (6), Block Four (4), Deer Creek Addition Unit No.2 to the City of Junction City, Geary County, Kansas

Lot Seven (7), Block Four (4), Deer Creek Addition Unit No.2 to the City of Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.
/s/ Tammy Melton
Land Bank Secretary
December 21, 2021

27557361v1

City of Junction City

Land Bank

Agenda Memo

12-21-2021

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Lisa Dill is offering to purchase Lots 4 & 5, Block 11 of the Sutter Woods Subdivision for $6,000.00. There are utilities on these lots. Lisa is a USD 475 Employee.

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

Staff Recommendation: This is one lot for $5,000 and then the USD $1,000 lot for the other. I recommend acceptance of the offer.

Attachments:

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

FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Lank Bank (State marital status)

BUYER: Lisa Dill

BUYER TAKING TITLE AS: [X] JTWROS **OR** [ ] Tenants in Common

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

00000 Karen Lane	Junction City	KS	66441	Geary
Street Address (if available)	**City**	**State**	**Zip**	**County**

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
SUTTER WOODS SUB BLOCK 11 , Lot 4 , SECTION 04 TOWNSHIP 12 RANGE 05
SUTTER WOODS SUB , BLOCK 11 , Lot 5 , SECTION 04 TOWNSHIP 12 RANGE 05

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

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

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

2. **PURCHASE PRICE:** The **purchase price** for the **property** is $ 6,000.00
which BUYER agrees to pay as follows:

a. Earnest Money in the form of: ***(check one)***
[ ] Personal check **OR** [X] Other personal check, wire, cashiers check
in the amount of $ 500.00
Deposited with:
[ ] _____ Listing Broker
[X] Heartland Title Escrow/Closing Agent
[ ] If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, escrow/closing agent shall be _____

b. Total amount financed by BUYER $ _____

c. Balance of purchase price to be paid on or before closing $ 5,500.00

3. **CLOSING AND POSSESSION:** By February 7, 2022 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on February 7, 2022 at 5 , p . M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

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

[ ] **Contingency for Sale and/or Closing Addendum**
[ ] **Seller's Land Disclosure and Condition Addendum**
[X] **Other:** addendum
[ ] **Other:** _____

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

NextHome Unlimited, 304 E. Chestnut St. Junction City, KS 66441 Phone: 7852238178 Fax: 2154585417 00000 Karen Lane,
Robin Martino
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6. FINANCING TERMS. NEW MORTGAGE: This contract is contingent upon Buyer being approved for a mortgage loan on the subject property in an amount of up to $ _____ from _____ at an interest rate of not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees required by the lender and promptly submit any documentation or information requested or required by the lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. _____

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

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

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

SELLER Junction City Lank Bank DATE	DocuSigned by: Dec 6, 2021 | 5:43 PM PST **BUYER Lisa Gill** DATE
SELLER DATE	**BUYER** DATE
Coldwell Bank Patriot Realty Name of Listing Brokerage (Please Print)	**NextHome Unlimited** Name of Selling Brokerage (Please Print)
Lance Custer Name of Licensee Assisting Seller (Please Print)	**Robin Martino** Name of Licensee Assisting Buyer (Please Print)
(785)785-7624663 / _____ Listing Licensee Phone # Fax #	**(785)223-8178** / **(785)762-4635** Selling Licensee Phone # Fax #
lance.custer@coldwellbanker.com Listing Licensee Email Address	**robin@nexthomeunlimited.com** Selling Licensee Email Address
BR00052930 Listing Agent License #	**SP00234810** Selling Agent License #
BR00052930 Supervising Broker License #	**BR00230803** Supervising Broker License #

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

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

☐ Licensee Assisting Seller	Robin Martino Dec 6, 2021 | 5:34 PM PST ☐ Licensee Assisting Buyer

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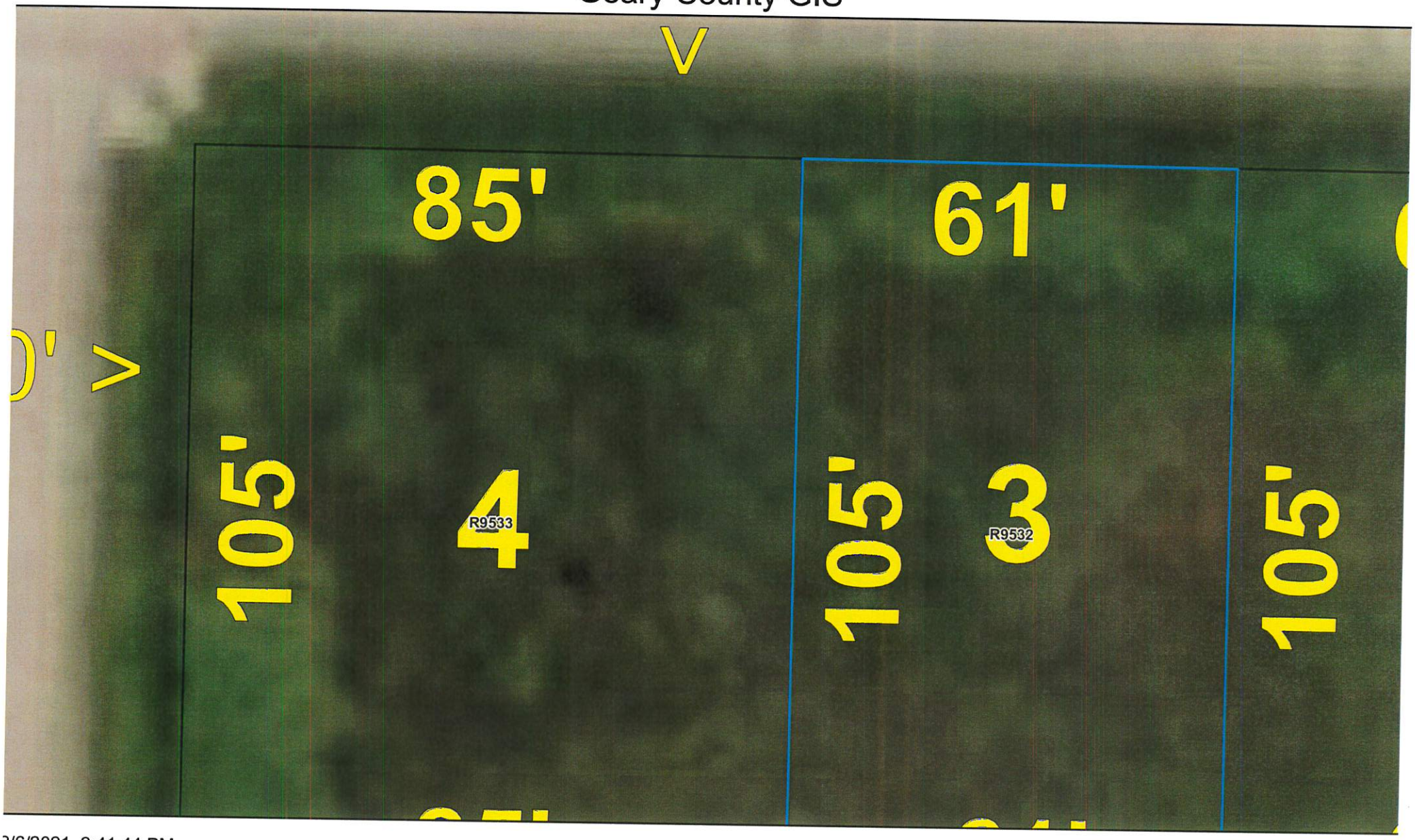
Geary County GIS



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Parcels

Annotations

1:282

0 0 0 0.01 mi

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Maxar, Microsoft

Geary County U

Maxar. Microsoft | Esri. HERE. Garmin. USGS. NGA. EPA. USDA. NI

FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: R9532, R9533 Karen Ln, Junction City, KS 66441

ESTIMATED CLOSING DATE: February 7, 2022

PRICE: ..... $ 6,000.00

LESS ITEMS TO BE PAID BY SELLER:

1st Mortgage /Deed of Trust	$	
2nd Mortgage /Deed of Trust	$	
Other Encumbrance	$	
1st Mtg. Interest Proration: From ____ to ____	$	
2nd Mtg. Interest Proration: From ____ to ____	$	
Tax Proration: From ____ to ____	$	
Mortgage Prepayment Penalty	$	
Title Insurance Policy	$	
Closing and Escrow Fee	$	
Unpaid Assessments (if not assumed by buyer)	$	
Listing Commission	$	1,000.00
Selling Commission	$	1,000.00
Broker's Administrative Commission	$	
Marketing Fee	$	
Homes Association Dues	$	
Buyer's Closing Costs Paid by SELLER	$	
Costs not payable by Buyer*	$	
FHA/VA or Lender Discount Points	$	
Release of Lien Fees	$	
Home Warranty Fee	$	
Other	$	

Total to be paid at Closing ..... $ 2,000.00

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

POTENTIAL ADDITIONAL EXPENSES

Inspection Related Repairs	$	
Wood Infestation Treatment	$	
Other	$	

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

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

SELLER: _____ Date
Junction City Land Bank

SELLER: _____ Date

By: _____ 12-8-21 Date
Licensee Lance Custer

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

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

ADDENDUM _____

Addendum to contract dated **December 6th, 2021** between:
Junction City Lank Bank (Sellers) and
Lisa Dill (Buyers) on property located
at **00000 Karen Lane , Junction City, KS 66441**

The reference number for the lots to be purchased are R9533, R9532

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

Buyers assume all responsibility for verifying with the appropriate providers the suitability for the lot for buyer's intended building purpose. Buyers further acknowledge they are responsible for verifying whether gas lines currently exist. Any necessary future improvements for the lots for utilities shall be buyers responsibility.

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

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

DocuSigned by:
F1C51DA4EAC5439...

Dec 6, 2021 | 5:43 PM PST

SELLER **Junction City Lank Bank**	DATE	BUYER **Lisa Dill**	DATE
SELLER	DATE	BUYER	DATE

RESOLUTION NO. 46-2021

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 LISA DILL.

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 Lisa Dill in the form presented to the Board on this date is hereby approved.

2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.

3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Four (4), Block Eleven (11), Sutter Woods Subdivision, a Subdivision of the City of Junction City, Geary County, Kansas and Lot Five (5), Block Eleven (11), Sutter Woods Subdivision, a Subdivision of the City of Junction City, Geary County, Kansas to Lisa Dill.

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 DECEMBER, 2021.

_____

Jeff Underhill, Chairman

ATTEST:

_____

Tammy Melton, Secretary

27557342v1

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of December, 2021, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Lisa Dill, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Six Thousand and no/100 Dollars ($6,000.00), 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 Four (4), Block Eleven (11), Sutter Woods Subdivision, a Subdivision of the City of Junction City, Geary County, Kansas

Lot Five (5), Block Eleven (11), Sutter Woods Subdivision, a Subdivision of 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: _____
Jeff Underhill
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 _____, 2021, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot Four (4), Block Eleven (11), Sutter Woods Subdivision, a Subdivision of the City of Junction City, Geary County, Kansas

Lot Five (5), Block Eleven (11), Sutter Woods Subdivision, a Subdivision of 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
December 21, 2021

27557361v1

City of Junction City

Land Bank

Agenda Memo

12-21-2021

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Blake Madsen-Davila & Adrian Davila are offering to purchase Lot 13, Block 3 of Deer Creek Addition #2 for $1,000.00. There are utilities on this lot. Blake is a USD 475 Employee.

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

Staff Recommendation: This is the Standard price for a USD 475 Employee.

Attachments:

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

Authentisign ID: 3F015ACF-DE32-4787-BE86-8010534E3329

FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: Junction City Land Bank (State marital status)

BUYER: Blake Madsen-Davila, Adrian Davila

BUYER TAKING TITLE AS: [X] JTWROS **OR** [ ] Tenants in Common

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

R10907 Oak View Dr — Junction City — Ks — 66441
Street Address (if available) — **City** — **State** — **Zip** — **County**

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
DEER CREEK ADD #2, BLOCK 3, LOT 13, SECTION 15 TOWNSHIP 12 RANGE 05

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

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

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

2. PURCHASE PRICE: The **purchase price** for the **property** is $ 1,000.00
which BUYER agrees to pay as follows:

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

b. Total amount financed by BUYER $ _____

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

3. CLOSING AND POSSESSION: By February 28, 2022 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on _____ at _____, _____. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

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

[ ] **Contingency for Sale and/or Closing Addendum**
[ ] **Seller's Land Disclosure and Condition Addendum**
[X] **Other:** Aerial
[X] **Other:** Addendum 1

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

Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr. Junction City KS 66441 Phone: (785) 762-4663 Fax: (785) 762-2292 R10907
Jamie Fetters
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6. FINANCING TERMS. NEW MORTGAGE: This contract is contingent upon Buyer being approved for a mortgage loan on the subject property in an amount of up to $ _____ from _____ at an interest rate of not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees required by the lender and promptly submit any documentation or information requested or required by the lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. Buyer is an employee of USD 475.

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

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

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

SELLER Junction City Land Bank DATE	Authentisign Blake Madsen-Davila 12/15/2021 **BUYER Blake Madsen-Davila** DATE
SELLER DATE	Authentisign Adrian Davila 12/15/2021 **BUYER Adrian Davila** DATE
Coldwell Banker Patriot Realty Name of Listing Brokerage (Please Print)	**Coldwell Banker Patriot Realty** Name of Selling Brokerage (Please Print)
Lance Custer Name of Licensee Assisting Seller (Please Print)	**Jamie Fetters** Name of Licensee Assisting Buyer (Please Print)
(785)226-0438 / Listing Licensee Phone # Fax #	**(785)709-0069** / Selling Licensee Phone # Fax #
lance.custer@coldwellbanker.com Listing Licensee Email Address	**jamie.fetters@coldwellbanker.com** Selling Licensee Email Address
BR00052930 Listing Agent License #	**00246809** Selling Agent License #
BR00052930 Supervising Broker License #	**BR00052930** Supervising Broker License #

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

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

[ ] Licensee Assisting Seller	Authentisign Jamie Fetters 12/15/2021 7:59:19 PM GMT [X] Licensee Assisting Buyer

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ADDENDUM 1

Addendum to contract dated _____ between:
Junction City Land Bank (Sellers) and
Blake Madsen-Davila, Adrian Davila (Buyers) on property located
at R10907 Oak View Dr, Junction City, Ks 66441

The reference number for the lot to be purchased is R10907

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

Buyers assume all responsibility for verifying with the appropriate providers the suitability for the lot for buyer's intended building purpose. Buyers further acknowledge that there is currently no electrical power servicing the area. Buyers are responsible for verifying whether gas lines current exist. Any necessary future improvements to the lots for utilities shall be buyers' responsibility.

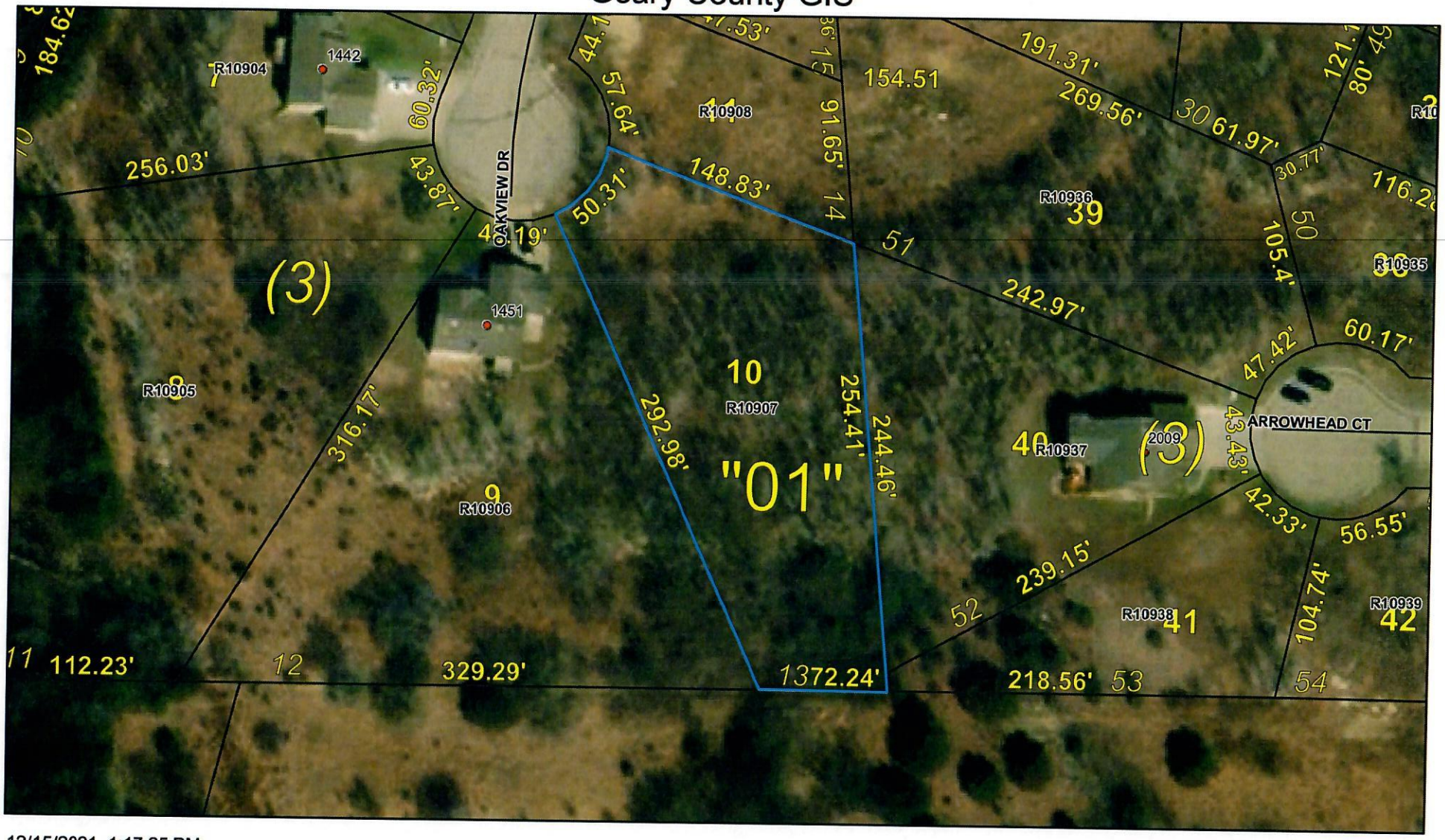
Seller warrants that there are no special assessments for land improvements associated with the lot. Buyer does acknowledge that each lot purchases has storm water fees associated with the lot. Once the water meter is installed and in use, the storm water fees become assessed on the water bill. In the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

Buyer understands that the seller will no mow or clear lot of debris prior to or after closing.

SELLER **Junction City Land Bank**	DATE	AuthentiSIGN Blake Madsen-Davila 12/15/2021 8:13:44 PM GMT BUYER **Blake Madsen-Davila**	12/15/2021	DATE
SELLER	DATE	AuthentiSIGN Adrian Davila 12/15/2021 8:16:04 PM GMT BUYER **Adrian Davila**		DATE

Authentisign ID: 3F015ACF-DE32-4787-BE86-8010534E3329

Geary County GIS



12/15/2021, 1:17:25 PM

Parcels

Annotations

AddressPoints

RoadCenterline

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

Maxar, Microsoft

Authentisign
Blake Madsen-Davila
12/15/2021 8:14:02 PM GMT
12/15/2021

Authentisign
Adrian Davila
12/15/2021 8:16:55 PM GMT
12/15/2021

Geary County User

Maxar, Microsoft | Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS |

FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: R10907 Oakview Dr, Junction City, KS 66441

ESTIMATED CLOSING DATE: December 15, 2021

PRICE: ..... $ 1,000.00

LESS ITEMS TO BE PAID BY SELLER:

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

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

APPROXIMATE NET PROCEEDS ..... $ 0.00

POTENTIAL ADDITIONAL EXPENSES

Inspection Related Repairs	$
Wood Infestation Treatment	$
Other	$

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

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

SELLER: _____ Date

Junction City Land Bank

SELLER: _____ Date

By: _____ Date

Licensee **Lance Custer**

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

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

Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr. Junction City KS 66441 Phone: (785) 762-4663 Fax: (785) 762-2292 Land
Lance Custer

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RESOLUTION NO. 47-2021

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 BLAKE MADSEN-DAVILA AND ADRIAN DAVILA.

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 Blake Madsen-Davila and Adrian Davila in the form presented to the Board on this date is hereby approved.

2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.

3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Thirteen (13), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas to Blake Madsen-Davila and Adrian Davila.

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 DECEMBER, 2021.

_____

Jeff Underhill, Chairman

ATTEST:

_____

Tammy Melton, Secretary

27557342v1

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of December, 2021, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Blake Madsen-Davila and Adrian Davila, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of One Thousand and no/100 Dollars ($1,000.00), 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 Thirteen (13), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Jeff Underhill
Chairman, Land Bank Board of Trustees

27557385v1

ATTEST:

_____
Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2021, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot Thirteen (13), Block Three (3), Deer Creek Addition Unit No. 2 to the City of Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.
/s/ Tammy Melton
Land Bank Secretary
December 21, 2021

27557361v1

City of Junction City

Land Bank

Agenda Memo

12-21-2021

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Italian Development Group is offering to purchase Lots 31 & 32, Block 4 of Sutter Highlands Subdivision for $10,000.00. There are utilities on these lots.

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

Staff Recommendation: This is the standard offer of $10,000 per lot. I recommend acceptance.

Attachments:

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

FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: JUNCTION CITY LAND BANK (State marital status)

BUYER: Italian Development Group

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

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

R9142, R9143 (Reference Numbers)	Junction City	KS	66441	Geary
Street Address (if available)	**City**	**State**	**Zip**	**County**

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
SUTTER HIGHLANDS SUB , BLOCK 4 , Lot 31 , SECTION 04 TOWNSHIP 12 RANGE 05
SUTTER HIGHLANDS SUB , BLOCK 4 , Lot 32 , SECTION 04 TOWNSHIP 12 RANGE 05

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

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

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

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

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

b. Total amount financed by BUYER $ 9,500.00

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

3. **CLOSING AND POSSESSION:** By January 14, 2022 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on January 14, 2022 at _____, ____. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

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

☐ **Contingency for Sale and/or Closing Addendum** ☒ **Other:** Addendum 1
☐ **Seller's Land Disclosure and Condition Addendum** ☒ **Other:** Aerial View

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

Prestige Realty & Associates, 8907 Butterfly Lane Manhattan, KS 66502 Phone: (620)232-0822 Fax:
Casey Maransani
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6. FINANCING TERMS. NEW MORTGAGE: This contract is contingent upon Buyer being approved for a mortgage loan on the subject property in an amount of up to $ _____ from _____ at an interest rate of not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees required by the lender and promptly submit any documentation or information requested or required by the lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

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

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

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

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

SELLER JUNCTION CITY LAND BANK DATE	DocuSigned by: Casey Maransani 26C5F245480D404... 12/15/2021 **BUYER Italian Development Group** DATE
SELLER DATE	**BUYER** DATE
Coldwell Banker Mowry Custer Realtors Name of Listing Brokerage (Please Print)	**Prestige Realty & Associates** Name of Selling Brokerage (Please Print)
Lance Custer Name of Licensee Assisting Seller (Please Print)	**Casey Maransani** Name of Licensee Assisting Buyer (Please Print)
(785)226-0438 / Listing Licensee Phone # Fax #	**(620)232-0822** / Selling Licensee Phone # Fax #
lance.custer@coldwellbanker.com Listing Licensee Email Address	**casey_maransani@hotmail.com** Selling Licensee Email Address
BR00052930 Listing Agent License #	**BR0023517** Selling Agent License #
BR00052930 Supervising Broker License #	**BR00232151** Supervising Broker License #

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

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

☐ Licensee Assisting Seller

DocuSigned by: Casey Maransani 26C5F245480D404...
☒ Licensee Assisting Buyer

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ADDENDUM 1

Addendum to contract dated August 20th, 2020 between:
JUNCTION CITY LAND BANK (Sellers) and
Italian Development Group (Buyers) on property located
at R9142, R9143 (Reference Numbers), Junction City, KS 66441

The reference numbers for the lot to be purchased are R9142, R9143

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

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

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

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

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

SELLER **JUNCTION CITY LAND BANK**	DATE	DocuSigned by: Casey Maransani BUYER **Italian Development Group**	12/15/2021 DATE
SELLER	DATE	BUYER	DATE

FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: R9142, R9143 Harrier Dr., Junction City, KS 66441

ESTIMATED CLOSING DATE: January 14, 2022

PRICE: ..... $ 10,000.00

LESS ITEMS TO BE PAID BY SELLER:

1st Mortgage /Deed of Trust	$
2nd Mortgage /Deed of Trust	$
Other Encumbrance	$
1st Mtg. Interest Proration: From ____ to ____	$
2nd Mtg. Interest Proration: From ____ to ____	$
Tax Proration: From ____ to ____	$
Mortgage Prepayment Penalty	$
Title Insurance Policy	$
Closing and Escrow Fee	$
Unpaid Assessments (if not assumed by buyer)	$
Listing Commission	$
Selling Commission	$ 1,000.00
Broker's Administrative Commission	$ 1,000.00
Marketing Fee	$
Homes Association Dues	$
Buyer's Closing Costs Paid by SELLER	$
Costs not payable by Buyer*	$
FHA/VA or Lender Discount Points	$
Release of Lien Fees	$
Home Warranty Fee	$
Other	$

Total to be paid at Closing ..... $ 2,000.00

APPROXIMATE NET PROCEEDS ..... $ 8,000.00

POTENTIAL ADDITIONAL EXPENSES

Inspection Related Repairs	$
Wood Infestation Treatment	$
Other	$

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

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

SELLER: Junction City Land Bank — Date

SELLER: _____ Date

By: Lance Custer — Date 12-20-21

Licensee **Lance Custer** — Date

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

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Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr, Junction City KS 66441 Phone: (785) 762-4663 Fax: (785) 762-2292
Lance Custer

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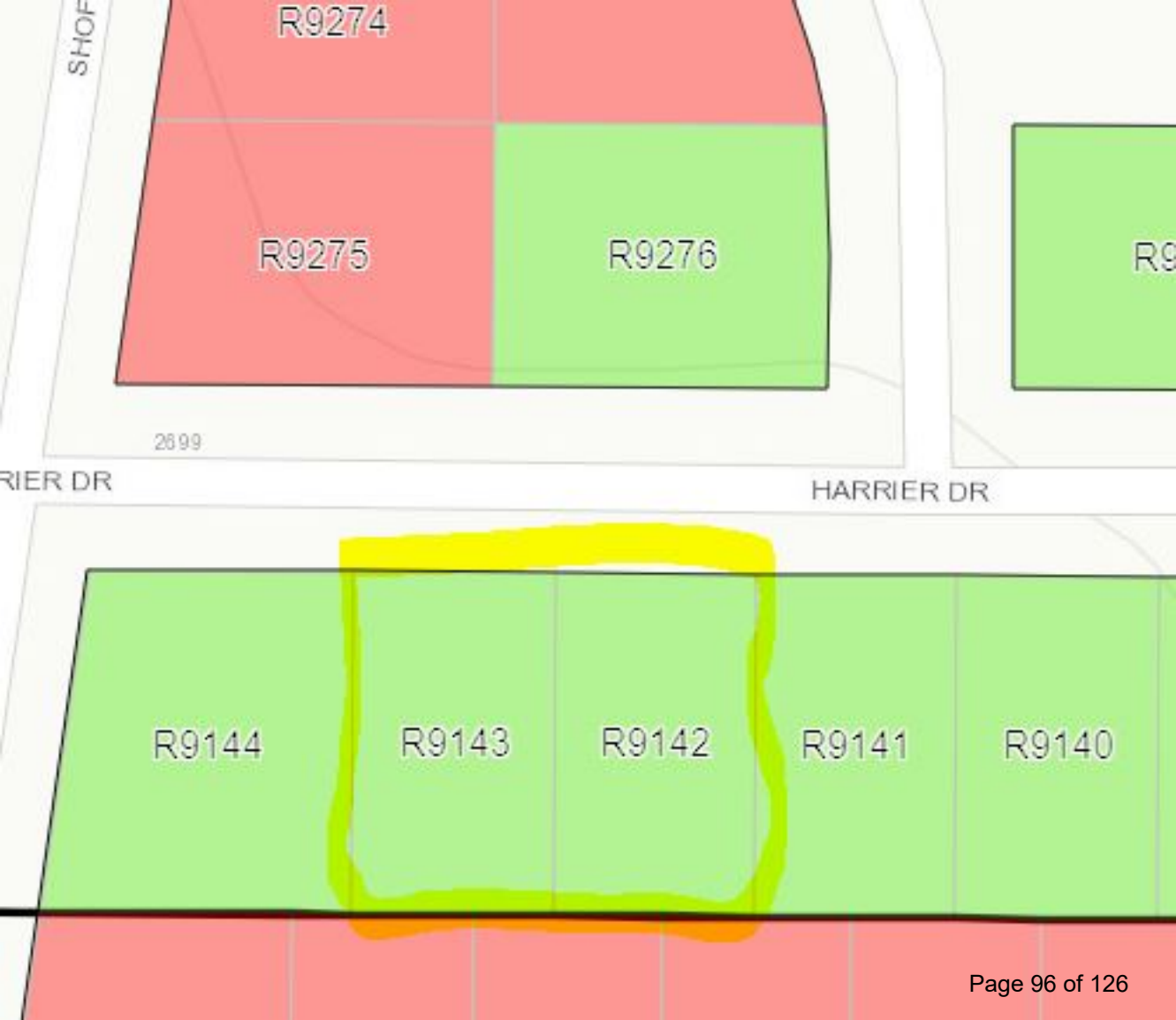
SHOP
R9274
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R9140

RESOLUTION NO. 48-2021

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

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

1. The Contract of Purchase between the Junction City Land Bank and Italian Development Group in the form presented to the Board on this date is hereby approved.

2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.

3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Thirty-one (31), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas and Lot Thirty-two (32), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas to Italian Development Group.

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 DECEMBER, 2021.

_____

Jeff Underhill, Chairman

ATTEST:

_____

Tammy Melton, Secretary

27557342v1

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of December, 2021, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Italian Development Group, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Ten Thousand and no/100 Dollars ($10,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Thirty-one (31), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

Lot Thirty-two (32), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Jeff Underhill
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 _____, 2021, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot Thirty-one (31), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

Lot Thirty-two (32), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.
/s/ Tammy Melton
Land Bank Secretary
December 21, 2021

27557361v1

City of Junction City

Land Bank

Agenda Memo

12-21-2021

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Sanchez Construction is offering to purchase Lots 28-30, Block 4 of Sutter Highlands Subdivision for $15,000.00. There are utilities on these lots.

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

Staff Recommendation: This is the standard offer of $15,000 per lot. I recommend acceptance.

Attachments:

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

FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: JUNCTION CITY LAND BANK (State marital status)

BUYER: Sanchez Construction

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

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

R9139, R9140, R9141 (Reference Numbers)	Junction City	KS	66441	Geary
Street Address (if available)	**City**	**State**	**Zip**	**County**

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
SUTTER HIGHLANDS SUB , BLOCK 4 , Lot 28 , SECTION 04 TOWNSHIP 12 RANGE 05
SUTTER HIGHLANDS SUB , BLOCK 4 , Lot 29 , SECTION 04 TOWNSHIP 12 RANGE 05
SUTTER HIGHLANDS SUB , BLOCK 4 , Lot 30 , SECTION 04 TOWNSHIP 12 RANGE 05
(Subject to easements, rights of way and restrictions of record)

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

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

2. **PURCHASE PRICE:** The **purchase price** for the **property** is which BUYER agrees to pay as follows: $ 15,000.00

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

b. Total amount financed by BUYER $ _____

c. Balance of purchase price to be paid on or before closing $ 14,500.00

3. **CLOSING AND POSSESSION:** By January 14, 2022 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on January 14, 2022 at _____, ____. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

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

☐ **Contingency for Sale and/or Closing Addendum** ☒ **Other:** Addendum 1
☐ **Seller's Land Disclosure and Condition Addendum** ☒ **Other:** Aerial View

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

Prestige Realty & Associates, 8907 Butterfly Lane Manhattan, KS 66502
Casey Maransani
Phone: (620)232-0822 Fax:
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6. FINANCING TERMS. NEW MORTGAGE: This contract is contingent upon Buyer being approved for a mortgage loan on the subject property in an amount of up to $ _____ from _____ at an interest rate of not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees required by the lender and promptly submit any documentation or information requested or required by the lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. _____

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

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

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

SELLER JUNCTION CITY LAND BANK DATE	DocuSigned by: 12/15/2021 **BUYER Sanchez Construction** DATE
SELLER DATE	**BUYER** DATE
Coldwell Banker Mowry Custer Realtors Name of Listing Brokerage (Please Print)	**Prestige Realty & Associates** Name of Selling Brokerage (Please Print)
Lance Custer Name of Licensee Assisting Seller (Please Print)	**Casey Maransani** Name of Licensee Assisting Buyer (Please Print)
(785)226-0438 / Listing Licensee Phone # Fax #	**(620)232-0822** / Selling Licensee Phone # Fax #
lance.custer@coldwellbanker.com Listing Licensee Email Address	**casey_maransani@hotmail.com** Selling Licensee Email Address
BR00052930 Listing Agent License #	**BR0023517** Selling Agent License #
BR00052930 Supervising Broker License #	**BR00232151** Supervising Broker License #

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

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

☐ Licensee Assisting Seller

DocuSigned by: Casey Maransani
☒ Licensee Assisting Buyer

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ADDENDUM 1

Addendum to contract dated December 23rd, 2020 between:
JUNCTION CITY LAND BANK (Sellers) and
Sanchez Construction (Buyers) on property located
at R9139, R9140, R9141 (Reference Numbers), Junction City, KS 66441

The reference numbers for the lot to be purchased are R9139,R9140,R9141.

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

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

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

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

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

SELLER **JUNCTION CITY LAND BANK**	DATE	DocuSigned by: BUYER **Sanchez Construction**	12/15/2021 DATE
SELLER	DATE	BUYER	DATE

FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: R9139,R9140, R9141 Harrier Dr., Junction City, KS 66441

ESTIMATED CLOSING DATE: January 14, 2022

PRICE: ..... $ 15,000.00

LESS ITEMS TO BE PAID BY SELLER:

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

Total to be paid at Closing ..... $ 3,000.00

APPROXIMATE NET PROCEEDS ..... $ 12,000.00

POTENTIAL ADDITIONAL EXPENSES

Inspection Related Repairs	$	
Wood Infestation Treatment	$	
Other	$	

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

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

SELLER: Junction City Land Bank — Date

SELLER: _____ Date

By: Lance Custer — Date 12-20-21

Licensee Lance Custer — Date

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

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Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr. Junction City KS 66441 Phone: (785) 762-4663 Fax: (785) 762-2292
Lance Custer

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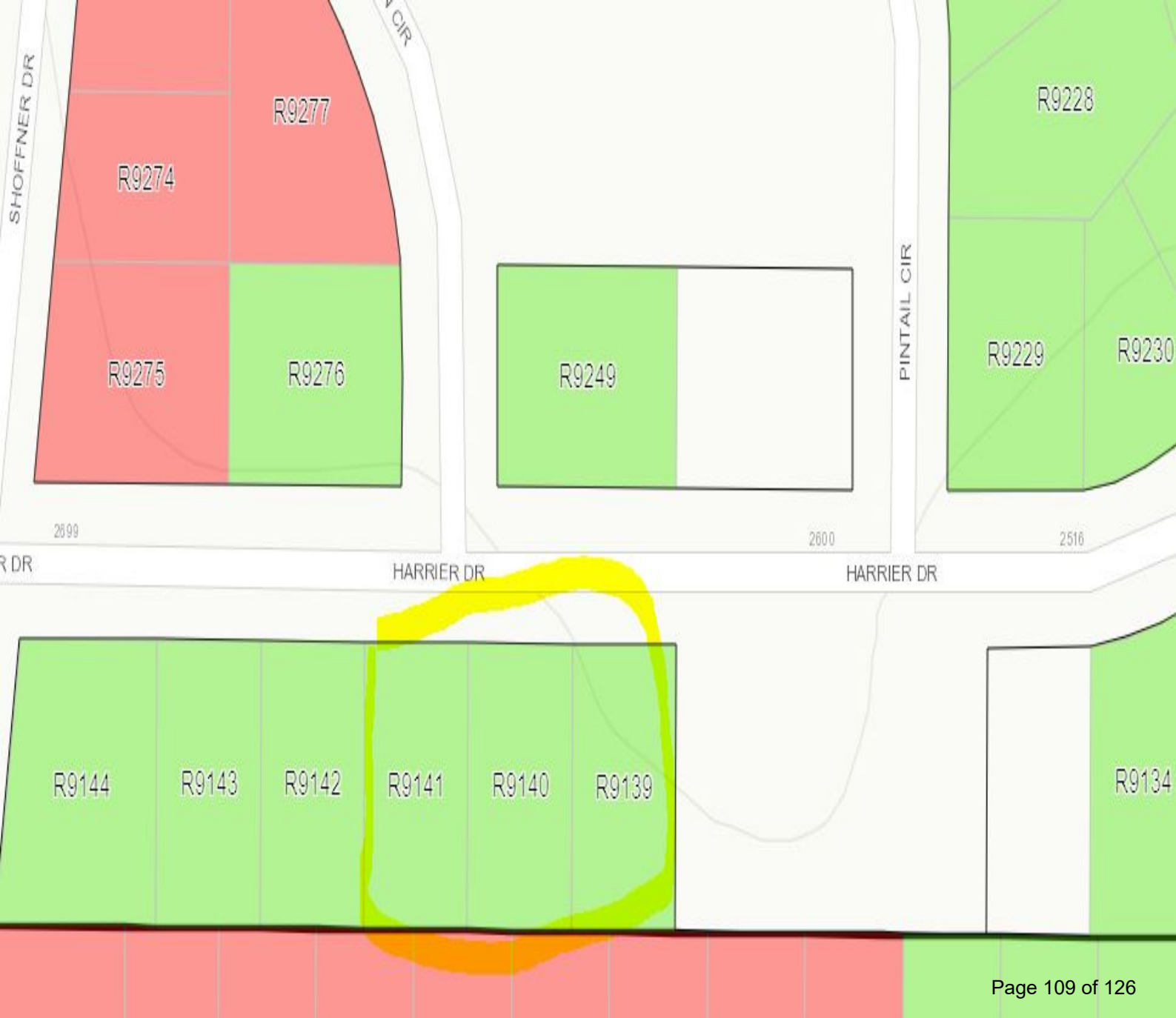
JC Land


SHOFFNER DR
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R9139
R9134

RESOLUTION NO. 49-2021

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

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

1. The Contract of Purchase between the Junction City Land Bank and Sanchez Construction in the form presented to the Board on this date is hereby approved.

2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.

3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Twenty-eight (28), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas; Lot Twenty-nine (29), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas; and Lot Thirty (30), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas to Sanchez Construction.

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 DECEMBER, 2021.

_____

Jeff Underhill, Chairman

ATTEST:

_____

Tammy Melton, Secretary

27557342v1

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of December, 2021, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Sanchez Construction, as Grantee.

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

Lot Twenty-eight (28), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

Lot Twenty-nine (29), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

Lot Thirty (30), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Jeff Underhill
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 _____, 2021, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot Twenty-eight (28), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

Lot Twenty-nine (29), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

Lot Thirty (30), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.
/s/ Tammy Melton
Land Bank Secretary
December 21, 2021

27557361v1

City of Junction City

Land Bank

Agenda Memo

12-21-2021

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: **Land Bank Offer**

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: Brendan Doyle and Ann-Marie Kennedy are offering to purchase Lot 33, Block 4 of Sutter Highlands Subdivision for $5,000.00. There are utilities on these lots.

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

Staff Recommendation: This is the standard offer of $5,000 per lot. I recommend acceptance.

Attachments:

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

FLINT HILLS ASSOCIATION OF REALTORS®

VACANT LAND REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between:

SELLER: JUNCTION CITY LAND BANK (State marital status)

BUYER: Brendan Doyle, Ann-Marie Kennedy

BUYER TAKING TITLE AS: [X] JTWROS **OR** [ ] Tenants in Common

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

R9144 (Reference Number) | Junction City | KS | 66441 | Geary
Street Address (if available) | City | State | Zip | County

LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
SUTTER HIGHLANDS SUB , BLOCK 4 , Lot 33 , SECTION 04 TOWNSHIP 12 RANGE 05

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

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

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

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

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

b. Total amount financed by BUYER $ _____

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

3. **CLOSING AND POSSESSION:** By January 14, 2022 ("Closing Date") SELLER shall execute and deliver into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date, BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on January 14, 2022 at _____, ____. M., (if left blank, the Closing Date at 5:00 P.M.) **BUYER shall not place personal property on the property prior to completion of the Closing.**

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

[ ] **Contingency for Sale and/or Closing Addendum**
[ ] **Seller's Land Disclosure and Condition Addendum**
[X] **Other:** Addendum 1
[X] **Other:** Aerial View

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

Prestige Realty & Associates, 8907 Butterfly Lane Manhattan, KS 66502 Phone: (620)232-0822 Fax:
Casey Maransani
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6. FINANCING TERMS. NEW MORTGAGE: This contract is contingent upon Buyer being approved for a mortgage loan on the subject property in an amount of up to $ _____ from _____ at an interest rate of not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees required by the lender and promptly submit any documentation or information requested or required by the lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

A. Licensee assisting SELLER is functioning as:

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

B. Licensee assisting BUYER is functioning as:

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

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

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

24. ADDITIONAL TERMS AND CONDITIONS. _____

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

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

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

SELLER JUNCTION CITY LAND BANK DATE	DocuSigned by: 12/15/2021 **BUYER Brendan Doyle** DATE
SELLER DATE	DocuSigned by: 12/16/2021 **BUYER Ann-Marie Kennedy** DATE
Coldwell Banker Mowry Custer Realtors Name of Listing Brokerage (Please Print)	**Prestige Realty & Associates** Name of Selling Brokerage (Please Print)
Lance Custer Name of Licensee Assisting Seller (Please Print)	**Casey Maransani** Name of Licensee Assisting Buyer (Please Print)
(785)226-0438 / _____ Listing Licensee Phone # Fax #	**(620)232-0822** / _____ Selling Licensee Phone # Fax #
lance.custer@coldwellbanker.com Listing Licensee Email Address	**casey_maransani@hotmail.com** Selling Licensee Email Address
BR00052930 Listing Agent License #	**BR00235173** Selling Agent License #
BR00052930 Supervising Broker License #	**BR00232061** Supervising Broker License #

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

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

☐ Licensee Assisting Seller

DocuSigned by: Casey Maransani
☒ Licensee Assisting Buyer

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ADDENDUM 1

Addendum to contract dated _____ between:
JUNCTION CITY LAND BANK (Sellers) and
Brendan Doyle, Ann-Marie Kennedy (Buyers) on property located
at R9144 (Reference Number), Junction City, KS 66441

The reference number for the lot to be purchased is R9144.

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

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

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

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

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

SELLER **JUNCTION CITY LAND BANK**	DATE	DocuSigned by: BUYER **Brendan Doyle**	12/15/2021 DATE
SELLER	DATE	DocuSigned by: BUYER **Ann-Marie Kennedy**	12/16/2021 DATE

FLINT HILLS ASSOCIATION OF REALTORS®

SELLER'S ESTIMATED PROCEEDS WORKSHEET

SELLER: Junction City Land Bank

PROPERTY: R9144 Harrier Dr, Junction City, KS 66441

ESTIMATED CLOSING DATE: January 14, 2022

PRICE: ..... $ 5,000.00

LESS ITEMS TO BE PAID BY SELLER:

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

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

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

POTENTIAL ADDITIONAL EXPENSES

Inspection Related Repairs	$
Wood Infestation Treatment	$
Other	$

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

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

SELLER: _____ Date

Junction City Land Bank

SELLER: _____ Date

By: Lance Custer 12-20-21

Licensee Lance Custer Date

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

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Coldwell Banker Patriot Realty, 522 N. Eisenhower Dr, Junction City KS 66441 Phone: (785) 762-4663 Fax: (785) 762-2292 JC Land
Lance Custer

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RESOLUTION NO. 50-2021

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 BRENDAN DOYLE AND ANN-MARIE KENNEDY.

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 Brendan Doyle and Ann-Marie Kennedy in the form presented to the Board on this date is hereby approved.

2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.

3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Thirty-three (33), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas to Brendan Doyle and Ann-Marie Kennedy.

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 DECEMBER, 2021.

_____

Jeff Underhill, Chairman

ATTEST:

_____

Tammy Melton, Secretary

27557342v1

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of December, 2021, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Brendan Doyle and Ann-Marie Kennedy, 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 Thirty-three (33), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Jeff Underhill
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 _____, 2021, before me, a Notary Public in and for said state, personally appeared _____, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Notary Public in and for said
County and State

My Commission Expires:

_____

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot Thirty-three (33), Block Four (4), Sutter Highlands Subdivision, a Replat of Falcon Meadows Addition Unit No. 1 and a Final Plat of an adjacent tract in the City of Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.
/s/ Tammy Melton
Land Bank Secretary
December 21, 2021

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