



City of Arkansas City

LAND BANK BOARD OF TRUSTEES

AGENDA

Tuesday, September 7, 2021 at 5:00 PM — Commission Room, City Hall — 118 W. Central Ave.

Please join our meeting from your computer, tablet, or smartphone:

<https://global.gotomeeting.com/join/960477733>

You can also dial in using your phone: +1 (571) 317-3122

Access Code: **960-477-733**

I. Call to Order

1. Roll Call
2. Additions or Deletions to the Agenda **(Voice Vote)**
3. Approval of the Agenda **(Voice Vote)**

II. Minutes

1. Approve the July 20, 2021, regular meeting minutes as written. **(Voice Vote)**

III. Business

1. Approve the transfer of real estate located at 1304 S. A St., owned by the Arkansas City Land Bank, to Rafael Villagomez. **(Voice Vote)**
2. Approve the transfer of real estate located at 838 S. F St., owned by the Arkansas City Land Bank, to Habitat for Humanity of Arkansas City. **(Voice Vote)**
3. Approve the transfer of real estate located at 515 S. 6th St., owned by the Arkansas City Land Bank, to Habitat for Humanity of Arkansas City. **(Voice Vote)**
4. Approve the transfer of real estate located at 901 E. Kansas Ave., owned by the Arkansas City Land Bank, to Richard R. Duncan II. **(Voice Vote)**

IV. Adjourn to City Commission Meeting



Items for Land Bank Board Action

Meeting Date: September 7, 2021
From: Andrew Lawson, Public Information Officer
Item: Approving July 20, 2021 Minutes

Title: Approve the July 20, 2021, regular meeting minutes as written. **(Voice Vote)**

Background:

Each meeting, the Land Bank Board of Trustees reviews and approves the minutes of its prior meeting(s).

Board Options:

1. Approve minutes.

Attachments:

1. July 20, 2021 Minutes

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "R. Frazer", is written over a horizontal line.

Randy Frazer, City Manager

Ark City Land Bank Board of Trustees — Regular Meeting Minutes

The Arkansas City Land Bank Board of Trustees met in regular session at **5:00 p.m. Tuesday, July 20, 2021**, in the Commission Room at City Hall, located at 118 W. Central Ave. in Arkansas City.

President **Scott Rogers** called the meeting to order. Other members present at roll call were Vice President **Kanyon Gingher**, Trustee **Duane Oestmann** (*participating remotely via GoToMeeting*) Trustee **Jay Warren** and Trustee **Karen Welch**.

City employees present at the meeting were City Manager **Randy Frazer**, City Attorney **Larry Schwartz**, City Clerk/Secretary **Lesley Shook**, Public Information Officer **Andrew Lawson**, Principal Planner **Josh White**, Management Assistant **Mike Crandall** and Environmental Services Superintendent **Rod Philo**. Also present were **Mike Mantle**, representing Rupe Helmer Group LLC; **Tom Lowry**, representing Lowry Construction LLC; and citizen **Harrison Taylor**.

Agenda Approval

At Principal Planner White's request, President Rogers made a motion to amend the agenda by removing **Business Items 3** and **4**, approving the transfers of real estate owned by the Arkansas City Land Bank at **1304 South A St.** to Rafael Villagomez and at **1313 South J St.** to Justin Jordan.

Trustee Warren seconded the motion. A voice vote was **unanimous** in favor of the motion.

President Rogers declared the agenda **amended** as requested. Trustee Welch made a motion to approve the agenda as presented. Trustee Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the agenda **approved** as amended.

Minutes

Trustee Welch made a motion to approve the **January 19, 2021**, regular meeting minutes as presented. Trustee Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the minutes **approved**.

Business

Approve 2022 Budget

President Rogers made a motion to approve the **2022 budget** as presented, at an amount of **\$3,500**. Trustee Welch seconded the motion. A voice vote was **unanimous** in favor of the motion.

President Rogers declared the motion **approved**. The budget now will be forwarded to the City Commission for approval as part of the City's overall 2022 budget process.

Ark City Land Bank Board of Trustees — Regular Meeting Minutes

Transfer of 608 S. 4th St.

Secretary Shook presented for discussion the transfer of real estate located at **608 S. Fourth St.**, owned by the Arkansas City Land Bank, to **Rupe Helmer Group LLC**, of Tulsa, Oklahoma.

Principal Planner White said Rupe Helmer plans to develop the property with a new retail store.

The county appraised value and proposed purchase price for this property is **\$9,240.00**. White recommended approving the transfer so as to put the property back onto the property tax rolls.

The actual legal description of the parcel to be transferred to Linares is **Lots 23, 24, 25, 26, 27 and 28, Block 2, Park Place Addition to Arkansas City, Cowley County, Kansas**.

Trustee Warren made a motion to approve the real estate transfer with a proposed purchase price of **\$9,240.00**. President Rogers seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**.

Transfer of 1333 N. D St.

Secretary Shook presented for discussion the transfer of real estate located at **1333 North D St.**, owned by the Arkansas City Land Bank, to **Lowry Construction LLC**, of Oxford, Kansas.

Principal Planner White said Tom Lowry plans to develop the parcel as a new single-family home.

The county appraised value and proposed purchase price for this property is **\$7,770.00**. White recommended approving the transfer so as to put the property back onto the property tax rolls.

The actual legal description of the parcel to be transferred to Linares is **Lots 37, 38, 39 and 40, Block 3, McLaughlin's Second Addition to Arkansas City, Cowley County, Kansas**.

Trustee Gingher made a motion to approve the real estate transfer with a proposed purchase price of **\$7,770.00**. Trustee Warren seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**.

Mr. Lowry then requested that the purchase price of the property be reduced to just **\$1**. After some discussion, the Board of Trustees agreed in the interests of advancing a City goal of new housing.

Trustee Welch made a motion to amend the previous motion and approve the real estate transfer with a proposed purchase price of **\$1.00**. Trustee Warren seconded the motion.

A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**.

Ark City Land Bank Board of Trustees — Regular Meeting Minutes

Adjournment

President Rogers made a motion to adjourn the meeting. Trustee Welch seconded the motion.

A voice vote was **unanimous** in favor of the motion. President Rogers declared the meeting adjourned at **5:12 p.m.**

**THE ARKANSAS CITY
LAND BANK BOARD OF TRUSTEES**

Scott Rogers, President

ATTEST:

Lesley Shook, Secretary

Prepared by:

Andrew Lawson, Public Information Officer



Items for Land Bank Board Action

Meeting Date: 9/7/2021

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 1304 S A Street to Rafael Villagomez

Title:

Approve the transfer real estate at 1304 S A Street owned by the Arkansas City Land Bank to Rafael Villagomez

Background:

Rafael Villagomez has requested to purchase the property at 1304 S A Street. He meets the requirements of the land bank program. His family owns the property next door and he plans to build a garage on this property in the future. The County Appraised Value for this property is \$2,970. A contract for purchase and deed are included in the packet. Staff recommends granting the property to Mr. Villagomez for the county appraised value.

Board Options:

1. Agree to sell the property to Mr. Villagomez for the County Appraised Value
2. Agree to a different price
3. Decline the application for purchase

Approved for Agenda by:

Randy Frazer, City Manager

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2021, by and between **THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **RAFAEL VILLAGOMEZ, an individual**, herein referred to as **BUYER**.

WITNESSETH:

WHEREAS, SELLER has agreed to sell, and BUYER has agreed to buy property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the payments and performance of the covenants herein recited to be made and performed by BUYER, SELLER shall convey unto the BUYER, in fee simple, subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances whatsoever, by Quit Claim Deed, the real estate described below in Section One and all improvements located thereon situate in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

All real property owned by SELLER located at 1304 S. A Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 3 and 4, Block 228, Enterprise Addition to Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Two Thousand, Nine Hundred and Seventy Dollars (\$2,970.00), on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYER shall pay all taxes due and owing from and after the date of execution of this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the aforescribed property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYER shall have the option of obtaining Title Insurance at his own expense.

SECTION SIX: CONDITION OF PREMISES:

The property is sold as-is, and SELLER makes no warranty as to the suitability of the property for any proposed use by BUYER.

SECTION SEVEN: ADDITIONAL PROVISIONS:

As additional consideration for the purchase of the property, the purchase of this property is subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.
- (b) This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

IT IS MUTUALLY AGREED that all covenants and agreements herein contained shall extend to and be obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above appearing.

BUYER:

Rafael Villagomez

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Rafael Villagomez, who is personally known to me to be the same persons who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

SELLER:

THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES,

By: Scott Rogers

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of same as the authorized act and deed of the City of Arkansas City, Kansas Landbank Board of Trustees.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

STATUTORY QUIT CLAIM DEED

GRANTOR, **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**,
in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby quit claim unto:

GRANTEE, **RAFAEL VILLAGOMEZ, an individual**,

all the following lands and property situated in Cowley County, together with any and all improvements located thereon, subject to easements and restrictions of record, if any, and legally described as:

Lots 3 and 4, Block 228, Enterprise Addition to Arkansas City, Cowley County, Kansas.

Subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.

WITNESS Grantor's hand this the ____ day of _____ 2021.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Scott Rogers, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2021, before me, a Notary Public within and for said County and State, having first been duly sworn under oath, personally appeared: SCOTT ROGERS, who is personally known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged said instrument to be his free and voluntary act and deed and a duly authorized act on behalf of the City of Arkansas City, Kansas Landbank Board of Trustees. In testimony whereof I have hereunto subscribed my hand and affixed my official seal the day and year last above appearing.

Notary Public

My appointment expires:



Items for Land Bank Board Action

Meeting Date: 9/7/2021

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 838 S F St to Habitat for Humanity of Arkansas City

Title:

Approve the transfer real estate at 838 S F Street owned by the Arkansas City Land Bank to Habitat for Humanity of Arkansas City **(Voice Vote)**

Background:

Habitat for Humanity of Arkansas City has requested to purchase the property at 838 S F Street. The organization meets the requirements of the land bank program. They propose to develop the property with a single family home. The County Appraised Value for this property is \$6,620. A contract for purchase and deed are included in the packet. Staff recommends granting the property to Habitat for Humanity of Arkansas City at no charge since they are a non-profit.

Board Options:

1. Agree to donate the property to Habitat for Humanity of Arkansas City
2. Agree to a different price
3. Decline the application for purchase

Approved for Agenda by:

Randy Frazer, City Manager

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2021, by and between **THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **HABITAT FOR HUMANITY OF ARKANSAS CITY, a non-profit organization**, herein referred to as **BUYER**.

WITNESSETH:

WHEREAS, SELLER has agreed to sell, and BUYER has agreed to buy property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the payments and performance of the covenants herein recited to be made and performed by BUYER, SELLER shall convey unto the BUYER, in fee simple, subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances whatsoever, by Quit Claim Deed, the real estate described below in Section One and all improvements located thereon situate in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

All real property owned by SELLER located at 838 S F Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 9-11, Block 182, Walnut Grove Addition to Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: One Dollar (\$1.00), on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYER shall pay all taxes due and owing from and after the date of execution of this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the aforescribed property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYER shall have the option of obtaining Title Insurance at his own expense.

SECTION SIX: CONDITION OF PREMISES:

The property is sold as-is, and SELLER makes no warranty as to the suitability of the property for any proposed use by BUYER.

SECTION SEVEN: ADDITIONAL PROVISIONS:

As additional consideration for the purchase of the property, the purchase of this property is subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the

property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.

- (b) This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

IT IS MUTUALLY AGREED that all covenants and agreements herein contained shall extend to and be obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above appearing.

BUYER:

Curtis Freeland, Board President
Habitat for Humanity of Arkansas City

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Curtis Freeland, Board President of Habitat for Humanity of Arkansas City, who is personally known to me to be the same persons who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

SELLER:

THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES,

By: Scott Rogers

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of same as the authorized act and deed of the City of Arkansas City, Kansas Landbank Board of Trustees.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

STATUTORY QUIT CLAIM DEED

GRANTOR, **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**,
by way of gift, donation, or contribution, the receipt of which is hereby acknowledged, does hereby
convey and warrant unto:

GRANTEE, **HABITAT FOR HUMANITY OF ARKANSAS CITY, a non-profit organization**,
all the following lands and property situated in Cowley County, together with any and all improvements
located thereon, subject to easements and restrictions of record, if any, and legally described as:

Lots 9-11, Block 182, Walnut Grove Addition to Arkansas City, Cowley County, Kansas.

Subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no
notices for code violations for a period of one (1) year, otherwise ownership of the property—
including all improvements made thereon—will revert back to SELLER upon written notice
provided to BUYER and SELLER shall keep the purchase price paid.

WITNESS Grantor's hand this the ____ day of _____ 2021.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Scott Rogers, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2021, before me, a Notary Public within and for said County and
State, having first been duly sworn under oath, personally appeared: SCOTT ROGERS, who is personally
known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged
said instrument to be his free and voluntary act and deed and a duly authorized act on behalf of the City of
Arkansas City, Kansas Landbank Board of Trustees. In testimony whereof I have hereunto subscribed my
hand and affixed my official seal the day and year last above appearing.

Notary Public

My appointment expires:

No real estate validation questionnaire is required pursuant to K.S.A. 79-1437e(a)(4), as the transfer of this
title is by way of gift, donation, or contribution.



Items for Land Bank Board Action

Meeting Date: 9/7/2021

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 515 S 6th Street to Habitat for Humanity of Arkansas City

Title:

Approve the transfer real estate at 515 S 6th Street owned by the Arkansas City Land Bank to Habitat for Humanity of Arkansas City **(Voice Vote)**

Background:

Habitat for Humanity of Arkansas City has requested to purchase the property at 515 S 6th Street. The organization meets the requirements of the land bank program. They propose to develop the property with a single family home. The County Appraised Value for this property is \$7,940. A contract for purchase and deed are included in the packet. Staff recommends granting the property to Habitat for Humanity of Arkansas City at no charge since they are a non-profit.

Board Options:

1. Agree to donate the property to Habitat for Humanity of Arkansas City
2. Agree to a different price
3. Decline the application for purchase

Approved for Agenda by:

Randy Frazer, City Manager

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2021, by and between **THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **HABITAT FOR HUMANITY OF ARKANSAS CITY, a non-profit organization**, herein referred to as **BUYER**.

WITNESSETH:

WHEREAS, SELLER has agreed to sell, and BUYER has agreed to buy property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the payments and performance of the covenants herein recited to be made and performed by BUYER, SELLER shall convey unto the BUYER, in fee simple, subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances whatsoever, by Quit Claim Deed, the real estate described below in Section One and all improvements located thereon situate in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

All real property owned by SELLER located at 515 S 6th Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 19-23, Block 120, Original Townsite to Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: One Dollar (\$1.00), on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYER shall pay all taxes due and owing from and after the date of execution of this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the aforescribed property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYER shall have the option of obtaining Title Insurance at his own expense.

SECTION SIX: CONDITION OF PREMISES:

The property is sold as-is, and SELLER makes no warranty as to the suitability of the property for any proposed use by BUYER.

SECTION SEVEN: ADDITIONAL PROVISIONS:

As additional consideration for the purchase of the property, the purchase of this property is subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the

property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.

- (b) This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

IT IS MUTUALLY AGREED that all covenants and agreements herein contained shall extend to and be obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above appearing.

BUYER:

Curtis Freeland, Board President
Habitat for Humanity of Arkansas City

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Curtis Freeland, Board President of Habitat for Humanity of Arkansas City, who is personally known to me to be the same persons who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

SELLER:

THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES,

By: Scott Rogers

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of same as the authorized act and deed of the City of Arkansas City, Kansas Landbank Board of Trustees.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

STATUTORY QUIT CLAIM DEED

GRANTOR, **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**,
by way of gift, donation, or contribution, the receipt of which is hereby acknowledged, does hereby
convey and warrant unto:

GRANTEE, **HABITAT FOR HUMANITY OF ARKANSAS CITY, a non-profit organization**,
all the following lands and property situated in Cowley County, together with any and all improvements
located thereon, subject to easements and restrictions of record, if any, and legally described as:

Lots 19-23, Block 120, Original Townsite to Arkansas City, Cowley County, Kansas.

Subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no
notices for code violations for a period of one (1) year, otherwise ownership of the property—
including all improvements made thereon—will revert back to SELLER upon written notice
provided to BUYER and SELLER shall keep the purchase price paid.

WITNESS Grantor's hand this the ____ day of _____ 2021.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Scott Rogers, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2021, before me, a Notary Public within and for said County and
State, having first been duly sworn under oath, personally appeared: SCOTT ROGERS, who is personally
known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged
said instrument to be his free and voluntary act and deed and a duly authorized act on behalf of the City of
Arkansas City, Kansas Landbank Board of Trustees. In testimony whereof I have hereunto subscribed my
hand and affixed my official seal the day and year last above appearing.

Notary Public

My appointment expires:

No real estate validation questionnaire is required pursuant to K.S.A. 79-1437e(a)(4), as the transfer of this
title is by way of gift, donation, or contribution.



Items for Land Bank Board Action

Meeting Date: 9/7/2021

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 901 E Kansas Avenue to Richard R Duncan II

Title:

Approve the transfer real estate at 901 E Kansas Avenue owned by the Arkansas City Land Bank to Richard R. Duncan II.

Background:

Richard R “Randy” Duncan II has requested to purchase the property at 901 E Kansas Avenue. He meets the requirements of the land bank program. He plans to combine it with the parcel at 903 E Kansas Avenue to the south. He is aware of the floodplain requirements. The County Appraised Value for this property is \$5,030. A contract for purchase and deed are included in the packet. Staff recommends granting the property to Mr. Duncan for the county appraised value.

Board Options:

1. Agree to sell the property to Mr. Villagomez for the County Appraised Value
2. Agree to a different price
3. Decline the application for purchase

Approved for Agenda by:

Randy Frazer, City Manager

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2021, by and between **THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **RICHARD R. DUNCAN II, an individual**, herein referred to as **BUYER**.

WITNESSETH:

WHEREAS, SELLER has agreed to sell, and BUYER has agreed to buy property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the payments and performance of the covenants herein recited to be made and performed by BUYER, SELLER shall convey unto the BUYER, in fee simple, subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances whatsoever, by Quit Claim Deed, the real estate described below in Section One and all improvements located thereon situate in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

All real property owned by SELLER located at 901 E Kansas Avenue, Arkansas City, Cowley County, Kansas and legally described as:

Lot 15, except the West 20 feet of the North 324.29 feet of said Lot, Plat of the South Half of the Southwest Quarter of Section 21, Township 34 South, Range 4 East.

Beginning at a point 5 feet South of and 10 feet East of the Northwest corner of said Block 12, said point being 770 feet East of the Northwest corner of the Southeast Quarter of Section 19, Township 34 South, Range 4 East of the 6th P.M., Cowley County, Kansas and 45 feet South of the North line of said Quarter Section and on the South right-of-way line of said Kansas Avenue, as it now exists and on the East line of the City of Arkansas City dike property; thence South, parallel with and 10 feet East of the West line of said Block 12 a distance of 250 feet to a point on the South right-of-way of Kansas Avenue; thence West along said South right-of-way, a distance of 125 feet to the point of beginning.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Five Thousand, and Thirty Dollars (\$5,030.00), on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYER shall pay all taxes due and owing from and after the date of execution of this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the aforescribed property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYER shall have the option of obtaining Title Insurance at his own expense.

SECTION SIX: CONDITION OF PREMISES:

The property is sold as-is, and SELLER makes no warranty as to the suitability of the property for any proposed use by BUYER.

SECTION SEVEN: ADDITIONAL PROVISIONS:

As additional consideration for the purchase of the property, the purchase of this property is subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.
- (b) This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

IT IS MUTUALLY AGREED that all covenants and agreements herein contained shall extend to and be obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above appearing.

BUYER:

Richard R. Duncan II

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Richard R. Duncan II, who is personally known to me to be the same persons who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

SELLER:

THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES,

By: Scott Rogers

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of same as the authorized act and deed of the City of Arkansas City, Kansas Landbank Board of Trustees.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

STATUTORY QUIT CLAIM DEED

GRANTOR, **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**,
in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby quit claim unto:

GRANTEE, **RICHARD R. DUNCAN II, an individual**,

all the following lands and property situated in Cowley County, together with any and all improvements located thereon, subject to easements and restrictions of record, if any, and legally described as:

Lot 15, except the West 20 feet of the North 324.29 feet of said Lot, Plat of the South Half of the Southwest Quarter of Section 21, Township 34 South, Range 4 East.

Beginning at a point 5 feet South of and 10 feet East of the Northwest corner of said Block 12, said point being 770 feet East of the Northwest corner of the Southeast Quarter of Section 19, Township 34 South, Range 4 East of the 6th P.M., Cowley County, Kansas and 45 feet South of the North line of said Quarter Section and on the South right-of-way line of said Kansas Avenue, as it now exists and on the East line of the City of Arkansas City dike property; thence South, parallel with and 10 feet East of the West line of said Block 12 a distance of 250 feet to a point on the South right-of-way of Kansas Avenue; thence West along said South right-of-way, a distance of 125 feet to the point of beginning.

Subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.

WITNESS Grantor's hand this the ____ day of _____ 2021.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Scott Rogers, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2021, before me, a Notary Public within and for said County and State, having first been duly sworn under oath, personally appeared: SCOTT ROGERS, who is personally known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged said instrument to be his free and voluntary act and deed and a duly authorized act on behalf of the City of Arkansas City, Kansas Landbank Board of Trustees. In testimony whereof I have hereunto subscribed my hand and affixed my official seal the day and year last above appearing.

My appointment expires:

Notary Public