

November 21, 2023

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

**Pat Landes
Ronna Larson
Jeff Underhill
Matthew Bea
Bob Story**

1. 6:50 P.M. - CALL TO ORDER:

2. NEW BUSINESS:

- a. Consideration of Land Bank Minutes for the November 7th, 2023 Meeting. (p.2)
- b. Consideration of the Offer from R&R Developers, LLC to purchase Lots 5-14, Block 1 & Lots 22-24, Block 2 of the Hickory Hills Subdivision in the amount of \$13,000.00. (p.4)
- c. Consideration of the Offer from RMD, LLC to purchase Lots 1-4, Block 1 of the Hickory Hills Subdivision in the amount of \$4,000.00. (p.21)

3. ADJOURNMENT:

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

November 7, 2023

6:50 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, November 7th, 2023 with Chairman Pat Landes presiding.

The following members of the Land Bank were present: Pat Landes, Ronna Larson, Jeff Underhill, Bob Story, and Matthew Bea. Staff present was: Allen Dinkel, Tammy Melton, Lindsay Miller and Britain Stites.

NEW BUSINESS

Land Bank Minutes for the October 3rd, 2023 Meeting was presented for consideration. Trustee Larson moved to approve Land Bank Minutes for October 3rd, 2023 Meeting, seconded by Trustee Underhill. Ayes: Landes, Larson, Underhill, Story, and Bea. Nays: None. Motion Carried.

The offer from Notable Securities, LLC to Purchase Lots 10-12 & 19, Block 5 of the Sutter Woods Subdivision in the amount of \$20,000.00 was presented. City Manager Dinkel gave details and answered questions. Trustee Larson moved to approve the offer from Notable Securities, LLC to Purchase Lots 10-12 & 19, Block 5 of the Sutter Woods Subdivision in the amount of \$20,000.00, seconded by Trustee Story. Ayes: Landes, Larson, Underhill, Story, and Bea. Nays: None. Motion Carried.

The offer from Head Coach, LLC to Purchase Lots 58 & 59, Block 2 of the Sutter Woods Subdivision in the amount of \$10,000.00 was presented. City Manager Dinkel gave details and answered questions. Trustee Underhill moved to approve the offer from Head Coach, LLC to Purchase Lots 58 & 59, Block 2 of the Sutter Woods Subdivision in the amount of \$10,000.00, seconded by Trustee Larson. Ayes: Landes, Larson, Underhill, Story, and Bea. Nays: None. Motion Carried.

The offer from C&C Homes, LLC to Purchase Lot 1, Block 8 & Lot 1, Block 9 of the Olivia Farms Subdivision in the amount of \$3,000.00 was presented. City Manager Dinkel gave details and answered questions. Trustee Bea moved to approve the offer from C&C Homes, LLC to Purchase Lot 1, Block 8 & Lot 1, Block 9 of the Olivia Farms Subdivision in the amount of \$3,000.00, seconded by Trustee Story. Ayes: Landes, Underhill, Story, and Bea. Nays: Larson. Motion Carried.

ADJOURNMENT

Trustee Story moved, seconded by Trustee Underhill to adjourn at 6:54 p.m. Ayes: Landes, Larson, Underhill, Story, and Bea. Nays: None. Motion Carried.

November 7, 2023

APPROVED AND ACCEPTED THIS 21ST DAY OF NOVEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR NOVEMBER 7TH, 2023.

Tammy Melton, Secretary

Pat Landes, Chairman

November 7, 2023

City of Junction City

Land Bank

Agenda Memo

11-21-2023

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: R&R Developers, LLC is offering to purchase Lots 5-14, Block 1 & Lots 22-24, Block 2 of the Hickory Hills Subdivision in the amount of \$13,000.00.

Options:

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

Staff Recommendation: These lots had been put into reserve when other lots were sold at \$1,000 per lot. I believe 8 duplexes have already been built and they are now wanting to purchase more lots. The only question is when the other lots were sold at \$1,000 per lot as there was no electric service should these lots be sold for that same price?

I recommend approval of this offer contingent on a Variance for the front yard setbacks for the lots in Block 1. The variance will be addressed by the Board of Zoning Appeals.

Attachments:

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



VACANT LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

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

5 BUYER: R&R Developers LLC

6 BUYER TAKING TITLE AS: JTWRORS OR Tenants in Common

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

10 See Addendum 1
11 Street Address (if available) Junction City Ks 66441 GEARY
12 City State Zip County

13
14 LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
15 Hickory Hill; Replat Lot 5, 6,7,8,9,10,11,12, 13 &14, Block 1 and Hickory Hill Replat; Lot 22, 23 & 24, Block 2, to Junction City, Geary County, Kansas.

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

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

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

20
21 2. PURCHASE PRICE: The purchase price for the property is \$ 13,000.00
22 which BUYER agrees to pay as follows:

23 a. Earnest Money in the form of: (check one)
24 Personal check OR Other _____
25 in the amount of _____
26 Deposited with: \$ 1,000.00

27
28 Collaborative Title Listing Broker
29 If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker, Escrow/Closing Agent
30 escrow/closing agent shall be _____

31
32 b. Total amount financed by BUYER \$ _____

33
34 c. Balance of purchase price to be paid on or before closing \$ 12,000.00

35
36 3. CLOSING AND POSSESSION: By January 5, 2024 ("Closing Date") SELLER shall execute and deliver
37 into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all
38 other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date,
39 BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by
40 BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract.
41 SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM
42 OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have
43 been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver
44 possession of the Property to BUYER on _____ at _____, _____. M., (if left blank, the Closing
45 Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.

46
47 4. ADDENDA/CONTINGENCIES: The following Addenda (riders, supplements, etc.) are attached and are a part of
48 this Contract (Check Applicable):

49
50 Contingency for Sale and/or Closing Addendum Other: Addendum 1, Addendum 2
51 Seller's Land Disclosure and Condition Addendum Other: 2 - Aerial Views, Exhibit A

52
53 5. CASH SALE: Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to
54 close within _____ days (5 days if left blank) of the effective date of the contract. Buyer may, within _____ days of the
55 effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed
56 appraiser.

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

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

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

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

123 existing loans to be assumed by BUYER, all general/state/county/school and municipal real estate taxes,
124 homes association dues and fees, special assessments and any other Contractual obligations of SELLER
125 to be assumed by BUYER. If the amount of any item to be prorated for the current year cannot be
126 ascertained from the public record, the amount of the item for the preceding year will be used for the
127 current year's amount. However, if the preceding year's taxes were based on a lesser improved property,
128 taxes will be computed and prorated based on the preceding year's mill levy at the current assessed
129 value, if ascertainable. The parties agree that if the Property has been re-appraised or reclassified within
130 the preceding year and the taxes based on the new value are not available, they will agree to a
131 reasonable estimation of the current year's taxes based on the information available on the Closing Date.
132 BUYER understands that the amount of taxes on the Property may change as a result of reassessment or
133 classification, and the parties agree that neither SELLER nor the Broker shall be responsible for any
134 adjustment or payment of the taxes to either SELLER or BUYER as a result of reassessment or
135 classification.
136

137 **13. SPECIAL ASSESSMENTS:** In accordance with Kansas law, BUYER hereby acknowledges that, if
138 applicable, SELLER has disclosed to BUYER that the subject property is located in an improvement
139 district created pursuant to Kansas law and is or may be subject to a special assessment or fee pursuant
140 to Kansas law. Furthermore, SELLER has disclosed to BUYER the amount of any applicable special
141 assessment or fee or, if the amount of such special assessment or fee is unknown to SELLER, has given
142 to BUYER a good faith estimation of such special assessment or fee. **(Check one):**
143 THE SELLER DISCLOSES the estimated annual special assessment tax is _____.
144 THE SELLER DISCLOSES the actual annual special assessment tax is _____.
145

146 **14. THIRD PARTY INTEREST.** SELLER and BUYER acknowledge that Broker may have a financial interest in third
147 parties providing specialized services required by this Contract including, but not limited to, lender, title insurance
148 company, escrow agent, Closing Agent, and inspectors. **SELLER and BUYER agree that Broker shall not be**
149 **responsible for the conduct of third parties providing specialized services whether those services were**
150 **arranged by SELLER, BUYER, or Broker.**
151

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

251 **24. ADDITIONAL TERMS AND CONDITIONS.** _____
 252 _____
 253 _____

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

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

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

<p>260 _____</p> <p>261 SELLER Junction City Land Bank _____ DATE</p> <p>262 _____</p> <p>263 SELLER _____ DATE</p> <p>264 Coldwell Banker Patriot Realty</p> <p>265 Name of Listing Brokerage _____ (Please Print)</p> <p>266 Lance Custer</p> <p>267 Name of Licensee Assisting Seller _____ (Please Print)</p> <p>268 (785)226-0438 / _____</p> <p>269 Listing Licensee Phone # _____ Fax # _____</p> <p>270 lance.custer@coldwellbanker.com</p> <p>271 Listing Licensee Email Address _____</p> <p>272 BR0052930</p> <p>273 Listing Agent License # _____</p> <p>274 BR0052930</p> <p>275 Supervising Broker License # _____</p>	<p style="text-align: right;">DocuSigned by:  BUYER R&R Developers LLC <small>602FD894D6494DB...</small></p> <p style="text-align: right;">Nov 3, 2023 12:00 PM</p> <p>276 _____ DATE</p> <p>277 _____ BUYER _____ DATE</p> <p>278 NextHome Unlimited</p> <p>279 Name of Selling Brokerage _____ (Please Print)</p> <p>280 Heidi Morgan</p> <p>281 Name of Licensee Assisting Buyer _____ (Please Print)</p> <p>282 (785)375-5245 / _____</p> <p>283 Selling Licensee Phone # _____ Fax # _____</p> <p>284 heidi@nexthomeunlimited.com</p> <p>285 Selling Licensee Email Address _____</p> <p>286 BR00228767</p> <p>287 Selling Agent License # _____</p> <p>288 BR00230803</p> <p>289 Supervising Broker License # _____</p>
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287 The **Effective Date** shall be the date of final acceptance by the last party to sign this agreement.

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

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

(CHECK ONE)

Licensee Assisting Seller _____

 Licensee Assisting Buyer _____

Approved by Legal Counsel of the Flint Hills Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity of this form, or that it complies in every respect with the law or that its use is appropriate for all situations. Copyright October 2017.

ADDENDUM 1

Addendum to contract dated _____ between:
Junction City Land Bank (Sellers) and
R&R Developers LLC (Buyers) on property located
at **See Addendum 1, Junction City, Ks 66441**

The reference numbers(s) for the lots to be purchased are R11526, R11527, R11528, R11529, R11530, R11531, R11532, R11533, R11534, R11535, R11436, R11437 & R11438.

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

Buyers assume all responsibility for verifying with the appropriate providers the suitability of the lot for the buyer's intended purpose. Buyers further acknowledge that there may or may not be electrical power servicing the area, regardless of what may be indicated on the jclandbanklots.com map. Buyers are responsible for verifying whether gas lines and power lines currently exist. Any necessary future improvements to the lots for utilities shall be the responsibility of the buyers).

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 a water meter is installed, the storm water fees become assessed on the water bill. In the absence of a water bill, storm water fees are assessed at approximately \$40 per lot per year and appear as special assessments on the earl tax bill.

Buyer understands that the seller will not mow or clear lot of debris prior to or after closing. Buyer further understands that buyer will be responsible for maintaining lot according to city ordinance after closing.

SELLER Junction City Land Bank		DATE _____	DocuSigned by: <i>Dustin Rothfuss</i> BUYER R&R Developers LLC	DATE _____	Nov 3, 2023 12:00 PM P
SELLER	DATE _____	BUYER	DATE _____		

ADDENDUM 2

Addendum to contract dated _____ between:
 _____ **Junction City Land Bank** _____ (Sellers) and
 _____ **R&R Developers LLC** _____ (Buyers) on property located
 at _____ **See Addendum 1, Junction City, Ks 66441** _____

This offer is contingent upon the approval of the attached plat "EXHIBIT A" being approved by the city with a twenty (20) foot front building variance.

All other terms of the contract remain the same.

DocuSigned by:

Dustin Rothfuss
 BUYER R&R Developers LLC

Nov 3, 2023 | 12:00 PM F

SELLER **Junction City Land Bank**

DATE

DATE

SELLER

DATE

BUYER

DATE

Designed by
Dustin Kelleher
ARCHITECTURE

Nov 3, 2013 12:00 PM PDT





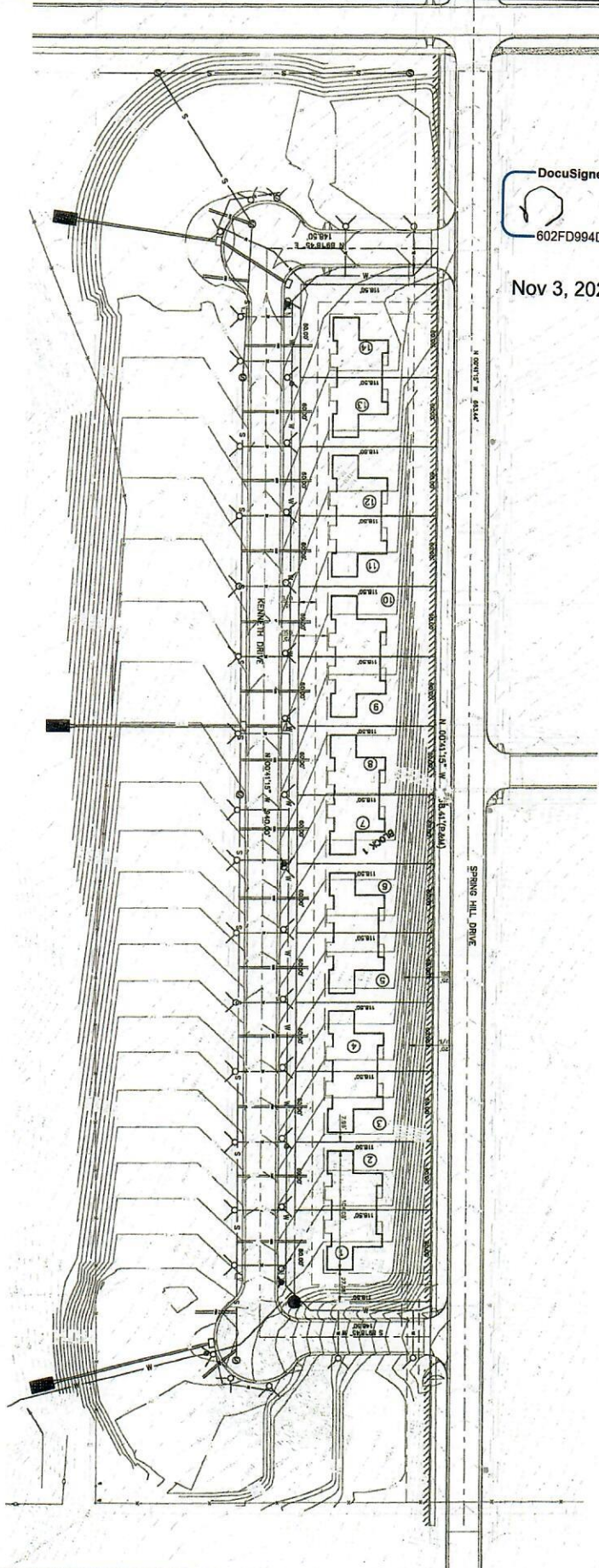
Designed by
Dustin Kellfus

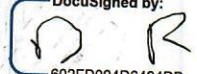
Nov 3, 2023 | 12:00 PM PDT

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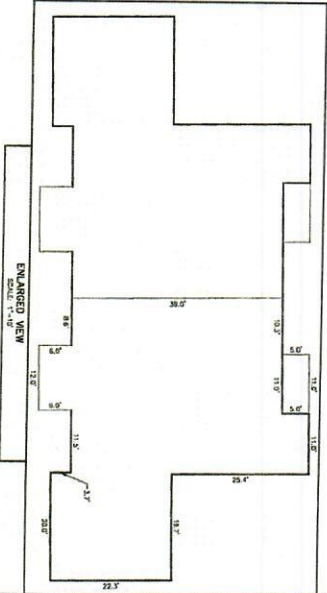
KAW VALLEY ENGINEERING
2500 N. CENTRAL EXPRESSWAY, SUITE 100
MCKINNEY, TEXAS 75069
TEL: 972.563.8800
WWW.KAWVALLEYENGINEERING.COM



DocuSigned by:

602FD994D6494DB...

Nov 3, 2023 | 11:59 AM PDT

Exhibit A



ENLARGED VIEW
SCALE: 1" = 40'
CONTOUR SKETCH
DATE: 11/03/23
BY: [Signature]



RESOLUTION NO. 35-2023

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 R&R DEVELOPERS, LLC.

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

1. The Contract of Purchase between the Junction City Land Bank and R&R Developers, LLC. in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot Five (5), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Six (6), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Seven (7), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Eight (8), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Nine (9), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Ten (10), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Eleven (11), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Twelve (12), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Thirteen (13), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Fourteen (14), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Twenty-two (22), Block Two (2), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Twenty-three (23), Block Two (2), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; & Lot Twenty-four (24), Block Two (2), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas to R&R Developers, LLC.
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 NOVEMBER, 2023.

Pat Landes
Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of November, 2023, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and R&R Developers, LLC. as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Thirteen Thousand and no/100 Dollars (\$13,000.00), 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 One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
- Lot Six (6), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
- Lot Seven (7), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
- Lot Eight (8), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
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- Lot Twenty-three (23), Block Two (2), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
- Lot Twenty-four (24), Block Two (2), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Pat Landes
Chairman, Land Bank Board of Trustees

ATTEST:

Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2023, 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 One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
Lot Six (6), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
Lot Seven (7), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
Lot Eight (8), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
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Lot Twenty-three (23), Block Two (2), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
Lot Twenty-four (24), Block Two (2), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas

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

/s/ Tammy Melton
Land Bank Secretary
November 21, 2023

City of Junction City

Land Bank

Agenda Memo

11-21-2023

From: Allen Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase Land Bank lots.

Explanation of Issue: RMD, LLC is offering to purchase Lots 1-4, Block 1 of the Hickory Hills Subdivision in the amount of \$4,000.00.

Options:

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

Staff Recommendation: These lots had been put into reserve when other lots were sold at \$1,000 per lot. I believe 8 duplexes have already been built and they are now wanting to purchase more lots. The only question is when the other lots were sold at \$1,000 per lot as there was no electric service should these lots be sold for that same price? I recommend approval of this offer.

Attachments:

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



VACANT LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

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

3 BUYER: RMD LLC

4 BUYER TAKING TITLE AS: JTWRORS OR Tenants in Common

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

6 TBD Kenneth Drive Junction City KS 6441
7 Street Address (if available) City State Zip County

8 LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)
9 Hickory Hill; Replat, Block 1, Lot 1, 2, 3 & 4, to Junction City, Geary County, Kansas.

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

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

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

13 2. PURCHASE PRICE: The purchase price for the property is \$ 4,000.00
14 which BUYER agrees to pay as follows:

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

16 Personal check OR Other _____
17 in the amount of \$ 1,000.00
18 Deposited with:

19 _____ Listing Broker
20 Collaborative Title Escrow/Closing Agent
21 If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker,
22 escrow/closing agent shall be _____

23 b. Total amount financed by BUYER \$ _____

24 c. Balance of purchase price to be paid on or before closing \$ 3,000.00

25 3. CLOSING AND POSSESSION: By January 5, 2024 ("Closing Date") SELLER shall execute and deliver
26 into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all
27 other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date,
28 BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by
29 BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract.
30 SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM
31 OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have
32 been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver
33 possession of the Property to BUYER on _____ at _____, ____ M., (if left blank, the Closing
34 Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.

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

37 Contingency for Sale and/or Closing Addendum Other: Addendum 1, Addendum 2 & Exhibit A
38 Seller's Land Disclosure and Condition Addendum Other: Aerial View

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

- 63 **6. FINANCING TERMS. NEW MORTGAGE:** This contract is contingent upon Buyer being approved for a mortgage
- 64 loan on the subject property in an amount of up to \$ _____ from _____ at an interest rate of
- 65 not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this
- 66 contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this
- 67 contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application
- 68 for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees
- 69 required by the lender and promptly submit any documentation or information requested or required by the lender.
- 70
- 71 **7. APPRAISED VALUE CONTINGENCY:** If the final appraised value of the Property, as determined by BUYER'S
- 72 appraiser, is not equal to or greater than the purchase price, BUYER may cancel this Contract by written notice to
- 73 SELLER, which notice shall be accompanied by a copy of the appraisal. If within five (5) days after receipt of
- 74 BUYER'S notice of intent to cancel SELLER does not agree in writing to reduce the purchase price to an amount
- 75 equal to the final appraised value of the Property, as determined by BUYER'S appraiser; or BUYER and SELLER fail
- 76 to agree in writing on an acceptable sale price, this Contract shall be canceled and BUYER'S earnest money and any
- 77 additional deposits shall be returned to BUYER subject to the provisions of Paragraph 9 of this Contract.
- 78
- 79 **8. MAINTENANCE:** Until possession or closing, whichever occurs earlier, SELLER shall: maintain the Property in its
- 80 present condition, remove all possessions, trash, debris and perform ordinary and necessary maintenance to the
- 81 property.
- 82
- 83 **9. EARNEST MONIES AND ADDITIONAL DEPOSITS:** Any Earnest Money or Additional Deposits shall be
- 84 deposited within five (5) business days of the Effective Date, in an escrow account maintained by Listing Broker or
- 85 Escrow Agent. BUYER and SELLER agree that the Listing Broker or Escrow Agent may retain any interest earned on
- 86 escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant
- 87 to a right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to BUYER, and
- 88 neither party shall have any further rights or obligations under this Contract, except as otherwise stated. **Provided,**
- 89 **notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and**
- 90 **Additional Deposits, the parties understand that neither the Listing Broker nor the Escrow Agent can**
- 91 **distribute the Earnest Money and Additional Deposits without the written consent of all parties.** If BUYER and
- 92 SELLER can't agree upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing
- 93 Broker or Escrow Agent may commence an inter-pleader action. BUYER and SELLER agree that Listing Broker or
- 94 Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader proceeding
- 95 including, without limitation, reasonable attorneys' fees and expenses. In the absence of a dispute or written consent
- 96 to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within
- 97 7 days of receipt or failure to make written demand for return or forfeiture of the Earnest Money and Additional
- 98 Deposits within thirty (30) days of notice of cancellation of this Contract shall constitute consent to distribution of the
- 99 Earnest Money and Additional Deposits as suggested in such certified letter.
- 100
- 101 **10. SURVEY:** BUYER may, at BUYER'S expense, obtain a legal survey of the property from an engineer/surveyor
- 102 licensed in the State of Kansas before the closing date to assure that there are no defects, encroachments, overlaps,
- 103 boundary line or acreage disputes, or other matters, that would be disclosed by a survey. Prior to the closing date,
- 104 BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the property or any
- 105 building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. If SELLER
- 106 does not remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title
- 107 SELLER is able to convey without adjustment in the purchase price, or (b) canceling this Contract.
- 108
- 109 **11. EVIDENCE OF TITLE:** Prior to the Closing Date, SELLER, at SELLER'S expense, agrees to deliver to BUYER a
- 110 title insurance commitment from a company authorized to insure titles in Kansas. The title commitment shall commit to
- 111 insure a marketable fee simple title to BUYER. However, title to the Property shall be subject to the conditions in this
- 112 Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements,
- 113 special assessments, and community contracts of record as of the effective date of the title commitment (the "Permitted
- 114 Exceptions"). If BUYER notifies SELLER in writing of any objections to title, SELLER shall then make a good faith effort
- 115 to remedy the defects in title. If SELLER does not remedy the title defects before the closing date, BUYER may elect to
- 116 waive the objections, extend the closing date a reasonable time for SELLER to remedy the defects or cancel this
- 117 contract.
- 118
- 119 **12. TAX PRORATION, REASSESSMENT AND CLASSIFICATION:** The parties agree that all of the
- 120 following which become due and accrue during the calendar year in which SELLER'S warranty deed is
- 121 delivered shall be prorated between the parties as of the Closing Date and, for all years thereafter, all of
- 122 the following, to the extent permitted by applicable law, shall be assumed and paid by BUYER, interest on

123 existing loans to be assumed by BUYER, all general/state/county/school and municipal real estate taxes,
124 homes association dues and fees, special assessments and any other Contractual obligations of SELLER
125 to be assumed by BUYER. If the amount of any item to be prorated for the current year cannot be
126 ascertained from the public record, the amount of the item for the preceding year will be used for the
127 current year's amount. However, if the preceding year's taxes were based on a lesser improved property,
128 taxes will be computed and prorated based on the preceding year's mill levy at the current assessed
129 value, if ascertainable. The parties agree that if the Property has been re-appraised or reclassified within
130 the preceding year and the taxes based on the new value are not available, they will agree to a
131 reasonable estimation of the current year's taxes based on the information available on the Closing Date.
132 BUYER understands that the amount of taxes on the Property may change as a result of reassessment or
133 classification, and the parties agree that neither SELLER nor the Broker shall be responsible for any
134 adjustment or payment of the taxes to either SELLER or BUYER as a result of reassessment or
135 classification.
136

137 **13. SPECIAL ASSESSMENTS:** In accordance with Kansas law, BUYER hereby acknowledges that, if
138 applicable, SELLER has disclosed to BUYER that the subject property is located in an improvement
139 district created pursuant to Kansas law and is or may be subject to a special assessment or fee pursuant
140 to Kansas law. Furthermore, SELLER has disclosed to BUYER the amount of any applicable special
141 assessment or fee or, if the amount of such special assessment or fee is unknown to SELLER, has given
142 to BUYER a good faith estimation of such special assessment or fee. **(Check one):**
143 THE SELLER DISCLOSES the estimated annual special assessment tax is _____.
144 THE SELLER DISCLOSES the actual annual special assessment tax is _____.
145

146 **14. THIRD PARTY INTEREST.** SELLER and BUYER acknowledge that Broker may have a financial interest in third
147 parties providing specialized services required by this Contract including, but not limited to, lender, title insurance
148 company, escrow agent, Closing Agent, and inspectors. **SELLER and BUYER agree that Broker shall not be**
149 **responsible for the conduct of third parties providing specialized services whether those services were**
150 **arranged by SELLER, BUYER, or Broker.**
151

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

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

161 **17. DEFAULTS AND REMEDIES.** SELLER or BUYER is in default if either fails to comply with any material covenant,
162 agreement or obligation within any time limits required. Following a default by either SELLER or BUYER, the other
163 party shall have the following remedies, subject to the provisions of Paragraph 12:
164 a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as
165 a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and,
166 at BUYER'S option, pursue any remedy and damages available by law or inequity. If BUYER elects to terminate this
167 Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
168 b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER
169 as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at
170 SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a
171 penalty or pursue any other remedy and damages available at law or in equity.

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

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

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

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

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

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

211 Subject to any inspections permitted by the terms hereof, and cancellation of this agreement as allowed herein,
212 BUYER agrees to purchase the property in its present condition only, without representations, warranties or guaranties
213 of any kind by SELLER or any real estate licensee concerning the condition or value of the property. BUYER
214 understands it has been suggested that inspections be performed, that it is important for BUYER to independently
215 investigate conditions at the property and that neither the SELLER nor real estate licensees involved, are experts at
216 detecting or advising on conditions existing at the property. Any express warranty or representation by SELLER or the
217 real estate licensees is specifically set out herein:
218
219

220
221 **22. AGENCY DISCLOSURE.** SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THE REAL ESTATE
222 BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THAT THE BROKERAGE
223 RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION
224 BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE
225 OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.
226

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

- 229 **A. Licensee assisting SELLER is functioning as:**
230 SELLER'S Agent
231 Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)
232 Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker
233 Agreement. SELLER is not being represented.
234 BUYER'S Agent and SELLER is not being represented
235 Designated BUYERS'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not
236 being represented.

- 238 **B. Licensee assisting BUYER is functioning as:**
239 BUYERS'S Agent
240 Designated BUYERS'S Agent (**Supervising Broker acts as a Transaction Broker**)

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

247 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other

248 fees, shall be paid out of escrow at Closing by SELLER and, or, BUYER unless otherwise described in the

249 terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER**

250 **understand and agree that Brokers may be compensated by more than one party in the transaction.**

251 **24. ADDITIONAL TERMS AND CONDITIONS.** _____

252 _____

253 _____

254 _____

255 _____

256 **25. EXPIRATION.** This offer shall expire on _____, at _____ o'clock ____ .m. (5:00 p.m. if

257 left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

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

259 **CONTRACT.**

260 All parties agree that this transaction can be conducted by electronic means according to the Uniform

261 Electronic Transaction Act as adopted in Kansas.

<p>262 _____</p> <p>263 SELLER Junction City Land Bank _____ DATE</p> <p>264 _____</p> <p>265 SELLER _____ DATE</p> <p>266 Coldwell Banker Patriot Realty</p> <p>267 Name of Listing Brokerage _____ (Please Print)</p> <p>268 _____</p> <p>269 Lance Custer</p> <p>270 Name of Licensee Assisting Seller _____ (Please Print)</p> <p>271 (785)226-0438 / _____</p> <p>272 Listing Licensee Phone # _____ Fax # _____</p> <p>273 _____</p> <p>274 lance.custer@coldwellbanker.com</p> <p>275 Listing Licensee Email Address _____</p> <p>276 BR00052930</p> <p>277 Listing Agent License # _____</p> <p>278 BR00052930</p> <p>279 Supervising Broker License # _____</p>	<p>DocuSigned by:</p>	<p>262 _____</p> <p>263 BUYER RMD LLC _____ DATE</p> <p>264 _____</p> <p>265 BUYER _____ DATE</p> <p>266 NextHome Unlimited</p> <p>267 Name of Selling Brokerage _____ (Please Print)</p> <p>268 _____</p> <p>269 Heidi Morgan</p> <p>270 Name of Licensee Assisting Buyer _____ (Please Print)</p> <p>271 (785)375-5245 / _____</p> <p>272 Selling Licensee Phone # _____ Fax # _____</p> <p>273 _____</p> <p>274 heidi@nexthomeunlimited.com</p> <p>275 Selling Licensee Email Address _____</p> <p>276 BR00228767</p> <p>277 Selling Agent License # _____</p> <p>278 BR00230803</p> <p>279 Supervising Broker License # _____</p>
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280 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

Approved by Legal Counsel of the Flint Hills Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity of this form, or that it complies in every respect with the law or that its use is appropriate for all situations. Copyright October 2017.

ADDENDUM 1


Addendum to contract dated _____ between:
Junction City Land Bank (Sellers) and
RMD LLC (Buyers) on property located
at **TBD Kenneth Drive, Junction City, KS 6441**

The reference number(s) for the lots to be purchased are R11522, R11523, R11524 and R11525
The buyer agrees to pay for the owner title policy, all the title company settlement fees, and any closing fees, and publication fees associated with the transaction.

Buyers assume all responsibility for verifying with the appropriate providers the suitability of the lot for the buyer's intended purpose. Buyers further acknowledge that there may or may not be electrical power servicing the area, regardless of what may be indicated on the jclandbanklots.com map. Buyers are responsible for verifying whether gas lines and power lines currently exist. Any necessary future improvements to the lots for utilities shall be the responsibility of the buyers).

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 a water meter is installed, the storm water fees become assessed on the water bill. In the absence of a water bill, storm water fees are assessed at approximately \$40 per lot per year and appear as special assessments on the earl tax bill.

Buyer understands that the seller will not mow or clear lot of debris prior to or after closing. Buyer further understands that buyer will be responsible for maintaining lot according to city ordinance after closing.

SELLER Junction City Land Bank	DATE _____		DATE _____	Nov 3, 2023 11:59 /
SELLER	DATE _____	BUYER RMD LLC	DATE _____	
		BUYER	DATE _____	

ADDENDUM 2

Addendum to contract dated _____ between:
Junction City Land Bank (Sellers) and
RMD LLC (Buyers) on property located
at TBD Kenneth Drive, Junction City, KS 6441

This offer is contingent upon the approval of the attached plat "EXHIBIT A" being approved by the city with a twenty (20) foot front building variance.

The buyer and seller acknowledge that this will be a 1031 tax free exchange.
Central One LLC will be the intermediary of the 1031 Exchange.

All other terms of the contract remain the same.

SELLER Junction City Land Bank

DATE _____

DocuSigned by:



BUYER RMD LLC

Nov 3, 2023 | 11:59 /

DATE _____

SELLER _____

DATE _____

BUYER _____

DATE _____

DocuSigned by
DR
827099406443E

Nov 3, 2023 | 11:59 AM PDT

KENNETH DR

SPRING HILL DR

KENNETH DR

118.5'

80'

1

2

2

60'

3

3

4

4

RESOLUTION NO. 36-2023

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 RMD, LLC.

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

1. The Contract of Purchase between the Junction City Land Bank and RMD, LLC. in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. The Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed Lot One (1), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Two (2), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; Lot Three (3), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas; & Lot Four (4), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas to RMD, LLC.
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 NOVEMBER, 2023.

Pat Landes
Chairman

ATTEST:

Tammy Melton, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this __ day of November, 2023, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and RMD, LLC. as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Four Thousand and no/100 Dollars (\$4,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot One (1), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
Lot Two (2), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
Lot Three (3), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas
Lot Four (4), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Pat Landes
Chairman, Land Bank Board of Trustees

ATTEST:

Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2023, 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 One (1), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas

Lot Two (2), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas

Lot Three (3), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas

Lot Four (4), Block One (1), Replat of Lot One (1), Block Five (5), Hickory Hill Addition to the City of Junction City, Geary County, Kansas

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

/s/ Tammy Melton

Land Bank Secretary

November 21, 2023