

Land Bank

May 07, 2019

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

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

1. 6:45 P.M. - CALL TO ORDER:

2. NEW BUSINESS:

- [a.](#) Consideration of Land Bank Minutes for April 16, 2019. (p.2)
- [b.](#) Consider the offer from Sage Homes, LLC to purchase Lots 18, 19, 22 and 23, Block 12, of the Olivia Farms Subdivision in the amount of \$4,000. (p.5)

3. ADJOURNMENT:

Item Attachment Documents:

- a. Consideration of Land Bank Minutes for April 16, 2019.

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

April 16, 2019

8:56 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, April 16, 2019 with Chairman Pat Landes presiding.

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

NEW BUSINESS

Land Bank Minutes for March 19, 2019 Meeting was presented for consideration. Trustee Fitzgerald moved to approve Land Bank Minutes for March 19, 2019 Meeting, seconded by Trustee Underhill. Ayes: Landes, Underhill, Fitzgerald, Brown, and Allbritton. Nays: None. Motion Carried.

The offer from R & R Developers Inc. to purchase the Lots 1-2 and 6-14, Block 1, of Mann's Ranch Addition Unit No. 2 in the amount of \$77,000 was presented. City Manager Dinkel gave details and answered questions. Trustee Underhill moved to approve the offer from R & R Developers Inc. to purchase the Lots 1-2 and 6-14, Block 1, of Mann's Ranch Addition Unit No. 2 in the amount of \$77,000 contingent upon an extended closing date on or before August 30th, 2019 and contingent upon maintaining business licenses, seconded by Trustee Fitzgerald. Ayes: Landes, Underhill, Fitzgerald, Brown, and Allbritton. Nays: None. Motion Carried.

There was discussion on a proposal from Sage Homes.

There was discussion on offering lots to Medical Professionals as a recruitment tool.

ADJOURNMENT

Trustee Fitzgerald moved, seconded by Trustee Brown to adjourn at 9:04 p.m. Ayes: Landes, Underhill, Fitzgerald, Brown, and Allbritton. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 7TH DAY OF MAY AS THE OFFICIAL
COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES
MINUTES FOR APRIL 16TH, 2019.

Tammy Melton, Secretary

Pat Landes, Chairman

Item Attachment Documents:

- b. Consider the offer from Sage Homes, LLC to purchase Lots 18, 19, 22 and 23, Block 12, of the Olivia Farms Subdivision in the amount of \$4,000.

City of Junction City

Land Bank

Agenda Memo

05/03/2019

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: Consider Real Estate Contract for Four Lots in the Olivia Farms Subdivision.

Explanation of Issue: We have now received a formal offer from Safe Homes LLC for four lots in Olivia Farms at a price of \$1,000 per lot. They are also requesting an option on 8 other lots at the same price per lot. The offer is contingent on them working with Fort Development to purchase the common areas in Oliva Farms that are owned by them. Sage will also be required to pay for all costs in extending electric utilities to these lots.

Staff Recommendation: Even though the \$1,000 per lot may seem low, the City did sell seven lots in the 14th Street Commons area for \$1,000 per lot two years ago. Recently the City extended electric utilities to a portion of Mann's Ranch. Even though these lots are selling for more, the net to the City will be not much more than this much per lot. I do feel that the buyer should pay all closing costs (item 9).

Attachments: Real Estate Contract.

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is made and entered into as of the _____ day of _____, 2019 (the "Effective Date") by and between **THE CITY OF JUNCTION CITY, KANSAS**, a Kansas municipal corporation with a mailing address of 700 N. Jefferson, Junction City, Kansas 66441 (the "Seller"), and **SAGE HOMES, LLC**, a Kansas limited liability company with a mailing address of 3571 Alicia Circle, Wamego, Kansas 66547 (the "Buyer").

RECITALS

A. Seller is the owner of certain residential real estate lots located in the Olivia Farms Subdivision to the City of Junction City, Geary County, Kansas (the "Olivia Farms Subdivision"), and legally described as

Lots Eighteen (18), Nineteen (19), Twenty-Two (22), and Twenty-Three (23), of Block Twelve (12) of the Olivia Farms Subdivision to Junction City, Geary County, Kansas,

together with all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, avenue or alley open or closed, in front of or adjoining the foregoing real estate, including the public street known as "Cinder Lane", to the center line thereof; and all easements, rights-of-way, covenants and other rights appurtenant owned by Seller and in any way related thereto (collectively, the "Real Estate").

B. Seller desires to sell, and Buyer desires to purchase the Real Estate on the terms and conditions set forth in this Contract.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, it is agreed by and between the parties as follows:

1. **Recitals**: The foregoing Recitals are a part of this Contract.
2. **Sale**. Subject to satisfaction of all of the contingencies under this Contract, Buyer agrees to buy, and Seller agrees to sell and convey by good and sufficient general warranty deed (Mayor's Deed) to Buyer the Real Estate.
3. **Purchase Price**. The purchase price to be paid by Buyer to Seller for the Real Estate is the sum of Four Thousand Dollars (\$4,000.00) (the "Purchase Price"), which is based on One Thousand Dollar for each lot comprising the Real Estate. The Purchase Price shall be payable in certified or otherwise immediately available funds at the Closing.
4. **Deed**. At Closing, Seller shall deliver to the Closing Agent a duly executed Mayor's Deed (the "Deed"), conveying the Real Estate to Buyer in fee simple, free and clear of all liens, claims and encumbrances, subject only to the Permitted Title Exceptions.
5. **Contingencies**. The obligations of Buyer pursuant to this Contract are expressly conditioned and contingent upon Buyer's satisfaction, in Buyer's complete discretion, with the following:

(a) **Inspections.** Following the Effective Date of this Contract, Buyer, Buyer's agents and representatives shall have the right to enter upon the Real Estate to make such surveys, tests and inspections, at Buyer's sole expense, as Buyer may require in its sole discretion. Buyer may, at Buyer's expense, arrange for inspections of all physical aspects of the Real Estate and substrata to determine the existence of any defects or deficiencies. The inspections may cover without limitation: Soil tests, soil borings, bedrock and ground water table tests, topography, drainage and diversion of surface water, engineering, and any of the other physical aspects or structural condition of the Real Estate. Buyer shall, however, give to Seller at least twenty-four (24) hours advance notice of such entry, and shall pay for any damage caused to the Real Estate, and shall indemnify, defend, and hold harmless Seller from all loss or damage resulting from such right of entry. Such inspections shall be completed by the Closing Date.

(b) **Closing of Fort Development Contract.** Seller acknowledges that Buyer is negotiating and intends to enter into a contract to purchase the common areas and certain other lots in the Olivia Farm Subdivision from the original developer, Fort Development, L.L.C. of Lawrence, Kansas (the "Fort Development Contract"). If for any reason Buyer is unable to close its purchase of the real estate under the Fort Development Contract or the Fort Development Contract is not entered into, cancelled or otherwise terminated, then unless Buyer agrees otherwise in writing, Buyer may elect to cancel and terminate this Contract.

(c) **Olivia Farms Subdivision Restrictive Covenants.** Seller will ensure and provide in writing to Buyer that Seller has the legal right and ability to modify and amend the current restrictive covenants to the Olivia Farms Subdivision and otherwise encumbers the Real Estate (the "Restrictive Covenants"). Seller agrees to adopt a valid change or amendment to the Restrictive Covenants to provide for the formation of a homeowner's association and such other related terms, in a form and content as approved by Buyer and its legal counsel, in their sole discretion.

(d) **Homeowners' Association.** The formation of a homeowners' association for the Oliva Farms Subdivision as of the Closing Date as set forth in the amendment to the Restrictive Covenants referenced in Subsection (c) above. The parties acknowledge the formation of such legal entity, including bylaws for such entity, will be at the sole cost and expense of Buyer and contingent on an amendment to the Restrictive Covenants referenced in Subsection (c) above.

6. **Title Insurance.** Within ten (10) days of the Effective Date, Seller shall furnish Buyer with a commitment for a ALTA current form policy of owner's title insurance in the amount of the Purchase Price insuring the title of Buyer to the Real Estate in fee simple, free and clear of all liens, claims and encumbrances, with the only exceptions from coverage being for (i) any easements, reservations, and restrictions of record, (ii) existing zoning ordinances, (iii) future taxes and special assessments, and (iv) matters which a survey would disclose. Buyer shall have ten (10) days after receipt of the title commitment and the Survey to verify that the Real Estate is not encumbered by or subject to any easements, use restrictions or covenants which would impair, limit or restrict the ability of Buyer to improve and use the Real Estate for a residential development in the manner which Buyer desires and intends, and to assert in writing to Seller any reasonable title objections or requirements based upon the title commitment and Survey. If by the Closing, Seller is unable to cure or satisfy Buyer's reasonable title requirements or objections, Buyer may thereafter cancel and terminate this

Contract by delivering written notice to Seller and the Closing Agent, in which case neither party shall have any further obligation under this Contract.

If after Buyer's approval of the title commitment and prior to Closing there are liens, encumbrances or other adverse title matters filed or appearing of record which materially and adversely affect the title to the Real Estate, Buyer may thereafter cancel and terminate this Contract by delivering written notice to Seller and the Closing Agent, in which case neither party shall have any further obligation under this Contract.

On or prior to the Closing, Seller agrees to provide all affidavits and indemnity agreements to the title insurer so that the standard exceptions from coverage for unfiled mechanic's liens and rights of parties in possession will be deleted from the final owner's policy to be issued to Buyer. Buyer shall provide at its expense any Survey which the title insurer may require in order to delete the matters of survey exception from the final owner's title policy to be issued to Buyer, and shall pay any surcharges or additional premiums to obtain any special endorsements or other coverages under such policy.

Any other easements, reservations, restrictions of record or other title matters (other than mortgages, taxes, or other liens to be paid and satisfied by the Closing Agent at Closing) which appear as exceptions from coverage on the title commitment and which, in Buyer's reasonable judgment, do not materially affect the value of the Real Estate or its reasonable suitability for residential development in the manner which Buyer desires and intends, and as to which Buyer asserts no objections or requirements, shall be deemed to be accepted by Buyer and are referred to herein as the "Permitted Title Exceptions".

7. **Taxes.** Seller agrees to be responsible for all taxes and assessments, general and special, imposed and levied against the Real Estate and payable for the year 2018 and all prior years. All of such taxes and assessments for the year 2019 shall be prorated between the Buyer and Seller as of the Closing Date, on a per diem basis, based upon the tax mill levy applicable to the Real Estate for the year 2018 and the assessed valuation of the Real Estate for the year 2019 tax purposes as determined by the Office of the Geary County, Kansas Appraiser. Seller's prorated share of the 2019 taxes shall be credited against the Purchase Price in favor of Buyer at Closing, and Buyer shall then be responsible for payment of all of such taxes for the year 2019 and subsequent years, as the same become due and payable.

8. **CLOSING.** This transaction shall proceed to Closing within ten (10) days after Buyer's satisfactory completion, or waiver thereof, of the contingencies pursuant to Section 5, and simultaneously with the closing under the Fort Development Contract, but in no event later than August 1, 2019.

At the Closing, Buyer shall cause the Purchase Price plus any of Buyer's closing expenses to be delivered in certified or wire-transferred funds to the Closing Agent, and the Closing Agent shall then disburse the Purchase Price to Seller, net of all costs and expenses and prorations to be borne by or chargeable to Seller under the terms of this Contract. The Closing Agent shall immediately thereafter cause the Deed to be recorded. Buyer shall be entitled to possession of the Real Estate immediately following the Closing, free of any and all tenancies.

9. **Costs and Expenses.** Each party agrees to pay the costs of their own legal counsel in connection with the transaction contemplated by this Contract. Seller and Buyer shall each pay one-half (1/2) of the fees of the Closing Agent. Seller shall pay the cost of the

issuance of an owner's policy of title insurance in favor of Buyer pursuant to Section 6. Buyer shall pay the cost of recording the Deed. Buyer shall be responsible for payment of all fees, costs and expenses in connection with the performance of its due diligence inspections and evaluations of the Real Estate under Section 5.

10. **Closing Agent.** Junction City Title & Abstract Co, Inc. of Junction City Kansas shall be the closing agent under this Contract ("Closing Agent"). The Closing Agent is hereby authorized to do whatever is necessary to close the sale under this Contract and deliver the Deed, such as paying the obligations of the parties hereto out of their share of any money in possession of the Closing Agent, prorating and paying taxes and insurance premiums, paying the expenses of recording the Deed and any title insurance, and paying and satisfying any liens, mortgages or judgments against the Real Estate.

11. **Condition of Real Estate.** Seller agrees, at its sole expense, to repair, replace and/or otherwise maintain the City street lights in the Olivia Farms Subdivision where the Real Estate is located at the same or greater standards than was imposed by the Seller on the original developer to the Olivia Farms Subdivision as part of its development process. BY THE CLOSING DATE, BUYER WILL HAVE HAD A FULL AND COMPLETE OPPORTUNITY TO INSPECT THE REAL ESTATE, TO OBSERVE ITS PHYSICAL CHARACTERISTICS AND EXISTING CONDITIONS, AND TO HAVE CONDUCTED SUCH INVESTIGATIONS AND INSPECTIONS ON THE REAL ESTATE AS BUYER DEEMS NECESSARY. BUYER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE REAL ESTATE IN ITS PRESENT "AS-IS" CONDITION, SUBJECT TO ANY AND ALL DEFECTS AND DEFICIENCIES AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER FROM SELLER AS TO THE QUALITY, TOTAL ACREAGE, OR PHYSICAL CONDITION OF THE REAL ESTATE, OR THE SUITABILITY OF THE REAL ESTATE FOR RESIDENTIAL USE OR ANY OTHER USE OR PURPOSE, EXCEPT AS SPECIFICALLY PROVIDED IN THIS CONTRACT. Buyer specifically acknowledges that it, at its expense, shall complete any remaining electrical infrastructure necessary in its development of the Real Estate for residential purposes.

12. **Option to Purchase Other Lots.** In consideration of the covenants and agreements set forth in this Contract, Seller grants Buyer the exclusive right and option, for a 15-month period beginning on the Closing Date (the "Option Period"), to elect to purchase, any or all, of the following described real estate:

Lots Fifteen (15), Sixteen (16), Seventeen (17), Twenty (20), Twnety-one (21), Twenty-four (24), Twenty-five (25), and Twenty-six (26), of Block Twelve (12) of the Olivia Farms Subdivision to Junction City, Geary County, Kansas,

(together, the "Lots") based on One Thousand Dollars (\$1,000.00) per Lot (the "Option Price"). The option granted to Buyer by this Contract shall be deemed fully exercised if written notice of election to purchase such Lot or Lots is delivered by Buyer to Seller, on or before the expiration of the Option Period. The closing for the purchase of the Lots to be so acquired by the Buyer shall be paid no later than 30 days after Buyer has exercised its option and the purchase price for the Lots being purchased will be payable in full at such closing. The parties agree to execute a real estate contract on terms and conditions substantially similar to this Contract (the "Lot Sale Contract"), which, upon exercise of this option, and the parties agree to execute such contract in good faith. Following the Closing Date of this Contract and until either the Option Period shall expire or the date of closing of the sale of the Lots, as described in the Lot Sale Contract, Buyer, its agents, and employees, upon notice to Seller, shall have the right to enter

upon the Lots to make surveys, take soil tests and core samples, and make such other reasonable tests and investigations as Buyer may deem necessary or expedient. The obligations of Seller and Buyer under this Section shall survive the Closing of the sale of the Real Estate.

13. **Default**

(a) **Seller's Remedies.** Time shall be of the essence of this Contract, and if the Buyer shall fail to pay the Purchase Price within fourteen (14) days after the date the same shall become due and payable hereunder, or fails to perform any other term or condition of this Contract, strictly and literally at the times when the same should be performed, then this Contract shall cease and wholly terminate at the option of Seller, and if so terminated. Failure to terminate this Contract on account of any default shall not waive Seller's right to terminate this Contract on account of any future default.

(b) **Buyer's Remedies.** In the event of a refusal or failure by Seller to close this transaction or otherwise perform all or any of its obligations under this Contract, Buyer's exclusive remedies shall be to seek specific performance of Seller's obligations under this Contract, or cancel and terminate this Contract.

14. **Cancellation.** Whenever pursuant to Sections 5 or 6 of this Contract, if Buyer exercises its rights to cancel and terminate this Contract, such party shall so notify the other party and the Closing Agent in writing, no later than the date by which such cancellation is to be elected as specified in the applicable section of this Contract. Unless the other party disputes the validity of the election of cancellation by a written response delivered to the canceling party and the Closing Agent within five (5) days of the receipt of the notice of cancellation, this Contract shall be deemed to be properly cancelled, terminated and rescinded, and the Closing Agent shall return the Deed to Seller. If the other party does so properly and timely dispute in writing the attempted cancellation by the canceling party, then the Closing Agent shall retain the Deed until both parties jointly direct or a court of competent jurisdiction orders otherwise.

15. **Brokerage.**

(a) **Real Estate Broker:** Seller and Buyer agree that Coldwell Banker Mowry Custer Realtors, LLC the only real estate broker involved in this transaction and that a sales commission of \$1,000 per each lot which comprises the Real Estate shall be disbursed to such real estate licensee upon the Closing of the sale of the Real Estate under this Contract. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

(b) **Agency Disclosure.** Seller and Buyer acknowledge that the real estate licensee involved in this transaction is functioning as agents of the Seller. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be an agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS

BROCHURES HAVE BEEN FURNISHED TO THEM.

16. **Prior Agreements.** This Contract represents the entire agreement between the parties as to the sale and purchase of the Real Estate, and any and all other agreements previously entered into by the parties regarding the sale of the Real Estate are superseded by this Contract and of no further force or effect.

17. **Notices.** Notices, demands, or other communications under this Contract shall be in writing and shall be deemed to have been given or submitted upon personal delivery or upon deposit in the United States mail by certified or registered mail, postage prepaid, with return receipt requested, addressed to Buyer or Seller, as the case may be, at the Buyer's or Seller's mailing address as set forth in this Contract. Notices shall be deemed received upon personal delivery or three (3) days following deposit in the mail, if mailed in accordance with this Section 17.

18. **Survival:** All representations, covenants and warranties made by the parties herein are intended to and shall remain true and correct as of the Closing Date, shall be deemed to be material, and shall survive the execution and delivery of this Contract and the delivery of the Deed and transfer of title.

19. **Kansas Law Applies:** This Contract and its validity, construction and performance shall be governed by the laws of the State of Kansas.

20. **Time:** Time is the essence of this Contract. No extension will be granted unless in writing and signed by the parties.

21. **Due Authorization; Binding Effect; Assignment.** Seller represents that it has acquired and is the lawful owner of the Real Estate, and it has conducted all acts and proceedings necessary for it to lawfully enter into and perform this Contract. All covenants and agreements herein contained shall extend to and bind the successors and assigns of the respective parties hereto. Seller acknowledges and agrees that Buyer may assign this Contract to any other party for performance, but such assignment shall not relieve Buyer of its primary obligation for performance of its obligations under this Contract.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties, by each of their duly authorized representatives, have executed this Contract as of the Effective Date.

THE CITY OF JUNCTION CITY, KANSAS,
a Kansas municipal corporation

By: _____
Pat Landes, Mayor

Attest:

_____, City Clerk

"SELLER"

SAGE HOMES, LLC, as Kansas limited
liability company

By: _____
Ryan McDonald, Manager

"BUYER"

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ___ day of May, 2019, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Sage Homes, 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 Eighteen (18), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas

Lot Nineteen (19), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas

Lot Twenty-Two (22), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas

Lot Twenty-Three (23), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas

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

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

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

GRANTOR

JUNCTION CITY LAND BANK

By: _____
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 _____, 2019, before me, a Notary Public in and for said state, personally appeared Pat Landes, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public in and for said
County and State

My Commission Expires:

RESOLUTION NO. 5-2019

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 SAGE HOMES 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 Sage Homes 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. Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed conveying Lot Eighteen (18), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas, Lot Nineteen (19), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas, Lot Twenty-Two (22), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas, Lot Twenty-Three (23), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas to Sage Homes 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 7th DAY OF MAY, 2019.

Pat Landes, Chairman

ATTEST:

Tammy Melton, Secretary

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

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

Lot Eighteen (18), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas

Lot Nineteen (19), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas

Lot Twenty-Two (22), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas

Lot Twenty-Three (23), Block Twelve (12), Olivia Farms Subdivision A Subdivision in the City of Junction City, Geary County, Kansas

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

/s/ Tammy Melton
Land Bank Secretary
May 7, 2019