CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	October 8, 2013	
RESOLUTION OR ORDINANCE NUMBER	R-13-86	
AGENDA TITLE	Resolution to authorize the execution of a real estate contract with Christopher and Kathryn Cornell	
REQUESTING DEPARTMENT	Engineering/Legal	
PRESENTER	Scott Massman or Paul Kritz	
FISCAL INFORMATION	Cost as recommended:	None
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Sell 7 acres, more or less, to Mr. and Mrs. Cornell	
BACKGROUND	Mr. Cornell first approached the City about acquiring an easement from the City to build a new driveway to his property. He was concerned about the appearance and activities at the site of his current driveway entry point, which is on City property. Those concerns were discussed at the City Commission meeting on May 14th. After the discussion, it was determined to pursue the sale of the City's property to Mr. and Mrs. Cornell for its appraised value. Although a formal appraisal has not been completed, Carol Mangan advised the City Attorney that the property is worth approximately $1,000/acre. Mr. and Mrs. Cornell have agreed to that price. If approved, the contract calls for Mr. and Mrs. Cornell to hire a licensed surveyor to survey the property and prepare a legal description. Closing would occur within 30 days after completion of the survey.	

SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	Commission formerly directed staff to pursue the option of selling the property to Mr. and Mrs. Cornell.
STAFF RECOMMENDATION	Approve Resolution R-13-86
REFERENCE DOCUMENTS ATTACHED	Real Estate Contract and Exhibit A attached thereto.

RESOLUTION NO. R-13-86

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A REAL ESTATE CONTRACT BY AND BETWEEN THE CITY OF COFFEYVILLE AND CHRISTOPHER S. CORNELL AND KATHRYN D. CORNELL.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk be and are hereby authorized and directed to execute a Real Estate Contract to sell a seven (7) acre (more or less) parcel to Christopher S. Cornell and Kathryn D. Cornell, as described in the contract and survey to be prepared.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are further authorized and directed to execute a quitclaim deed and such other documents that are necessary to close the transaction.

Adopted this 8th day of October 2013.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

Approved as to Form:

_____
Paul Kritz, City Attorney

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into as of this ____ day of October, 2013, by and between the **City of Coffeyville, Kansas, a municipal corporation,** hereinafter referred to as "SELLER," and **Christopher S. Cornell and Kathryn D. Cornell,** husband and wife, hereinafter referred to as "BUYERS," WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, SELLER and BUYERS agree as follows:

1. Real Estate Sold. SELLER agrees to sell and BUYERS agree to buy the following described real estate situated in Montgomery County, Kansas, to-wit:

> 7 acres, more or less, as depicted on the drawing attached hereto
> and marked "Exhibit A"

subject to the terms and conditions stated in this agreement.

2. Survey. BUYERS shall, at BUYERS' expense, cause the property to be surveyed by a licensed surveyor. The survey shall be completed within ninety (90) days from the date of this agreement.

3. Purchase Price. The purchase price is $1,000.00 per acre and shall be based on the actual acreage conveyed to BUYERS, as determined by the survey. The purchase price shall be paid at closing.

4. Closing and Possession. This agreement shall be closed within thirty (30) days after completion of the survey, unless said closing date is extended by written consent of SELLER and BUYERS. BUYER shall be entitled to take possession at closing.

5. Taxes. The property is currently exempt from the payment of property taxes. BUYERS shall pay all taxes from and after the date the property becomes non-exempt.

6. Condition of Property. BUYERS accept the property AS IS, WHERE IS, and IN ITS PRESENT CONDITION.

7. Title Evidence. If requested by BUYERS, SELLER shall make available to BUYERS a standard owner's preliminary title insurance report, and after closing of this agreement, a standard owner's title insurance policy which will insure BUYERS against loss or damage to the extent of the total purchase price by reason of defects in the title of SELLER to said real estate, subject to any exceptions contained in this agreement. Upon delivery of said preliminary owner's title insurance report, BUYERS shall have a reasonable time, not to exceed five (5) working days, to examine the same and return the same to SELLER with any written objections concerning the marketability of the title or the same shall be deemed waived. If the SELLER shall be unable to deliver marketable title as herein provided, this agreement shall be null and void; provided, however, SELLER shall have a reasonable time, not to exceed 120 days, to satisfy any valid objections to title.

The cost of title insurance shall be paid by BUYERS.

8. Liens. SELLER represents and warrants that there are no unpaid bills for labor or material that might form the basis of a mechanic's lien against said premises, and that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements affecting any fixture, portion of the premises or item of personal property covered by this agreement, and shall indemnify and hold BUYERS harmless from any obligation for payment of any amounts by reason of any mechanic's liens which may be filed for labor performed or material furnished prior to the closing of this agreement.

9. Deed. SELLER shall convey whatever right, title or interest SELLER has in and to the property by quitclaim deed and other necessary documents to complete this transaction, which shall be delivered to BUYERS at closing, upon receipt of the total purchase price.

10. Default. If either party fails to perform any of the covenants contained in this contract, the non-breaching party may seek specific performance, or such other remedy or remedies as may be available under the laws of the state of Kansas.

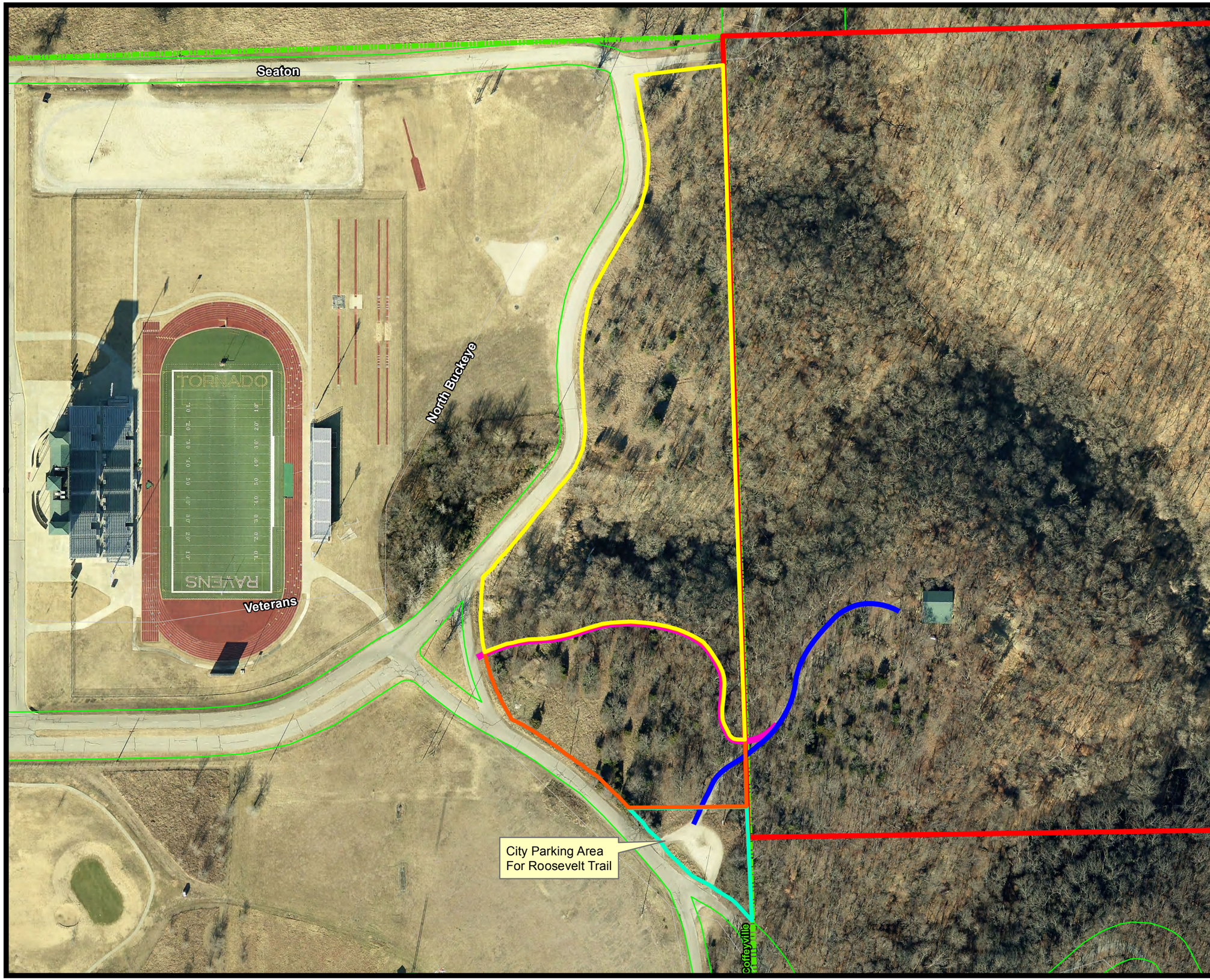
11. No Other Agreements. This agreement constitutes the entire contract between the parties, and there are no representations, warranties, conditions, or agreements other than those expressly stated herein.

12. Time is of the Essence. Time is of the essence of this Agreement.

13. Heirs and Assigns. This agreement shall extend to and become binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have subscribed their names the day and year first above written.

SELLER – CITY OF COFFEYVILLE	BUYERS
_____	_____
David George, Mayor	Christopher S. Cornell
ATTEST:	
	_____
	Kathryn D. Cornell
_____	
Cindy Price, City Clerk	



Coffeyville
KANSAS
Engineering Department
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FAX: 620-252-6175
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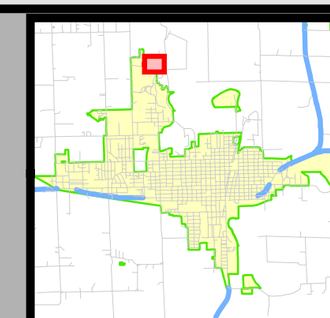
GIS System By: Midland GIS

1 in = 150 ft

Exhibit A

Legend

- Cornell Property
- Parcels
- 1.5 Acres
- .75 Acres
- 5.48 Acres
- Proposed Drive
- Current Drive