CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	November 12, 2013	
RESOLUTION OR ORDINANCE NUMBER	R-13-99	
AGENDA TITLE	Resolution to authorize the execution of a real estate contract and related documents for the sale of a vacant lot to Six Pack, LLC, a Kansas limited liability company	
REQUESTING DEPARTMENT	Legal	
PRESENTER	Paul Kritz	
FISCAL INFORMATION	Cost as recommended:	Nominal (1/2 closing costs)
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Sell vacant lot to adjacent owner	
BACKGROUND	Six Pack, LLC, acquired the former Schneider Law Office building and has rented the building to Security First Title, LLC. Security First will be opening a title company in Coffeyville that will be managed by Grace Stephens. Six Pack offered to purchase the vacant lot next to the building for $3,000. The company plans to use the lot for parking. This lot was just recently acquired by the City from Jim White.	
SPECIAL NOTES	According to Grace Stephens, the company is in the process of soliciting bids to repair the west exterior wall of the building that faces this vacant lot.	
ANALYSIS		
PUBLIC INFORMATION PROCESS		

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve Resolution R-13-99
REFERENCE DOCUMENTS ATTACHED	Real Estate Contract

RESOLUTION NO. R-13-99

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A REAL ESTATE CONTRACT AND RELATED DOCUMENTS FOR THE SALE OF CERTAIN REAL PROPERTY TO SIX PACK, L.L.C., A KANSAS LIMITED LIABILITY COMPANY.

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 for the sale of the following property to Six Pack, L.L.C., a Kansas limited liability company, and such other documents that are necessary for such conveyance, including but not limited to a quitclaim deed, to-wit:

> The East Half (E/2) of Lot 5, Block 49, Original City of Coffeyville, Montgomery County, Kansas (217 West Eighth Street)

Adopted this 26th day of November 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 31 day of ~~November~~ October, 2013, by and between the City of Coffeyville, Kansas, a municipal corporation, hereinafter referred to as "SELLER," and Six Pack, LLC, a Kansas limited liability company, hereinafter referred to as "BUYER," WITNESSETH:

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

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

> The East Half (E/2) of Lot 5, Block 49, Original City of Coffeyville, Montgomery County, Kansas

together with any improvements thereon, subject to the terms and conditions stated in this agreement.

2. Purchase Price. The purchase price is $3,000.00, which shall be paid at closing, subject to adjustments and pro-rations as provided herein.

3. Closing and Possession. This agreement shall be closed on or before November 29, 2013, unless said closing date is extended by written consent of SELLER and BUYER. BUYER shall take possession at closing.

4. Taxes. SELLER will pay all taxes for 2012 and prior years. Taxes for 2013 shall be prorated to the closing date based on 2012 taxes. BUYER shall pay taxes for all subsequent years.

5. Condition of Property. The property consists of a vacant building site. The BUYER is aware of the condition of the property and accepts it AS IS, WHERE IS, and IN ITS PRESENT CONDITION.

6. Title Evidence. BUYER may purchase a standard owner's preliminary title insurance report and, after closing of this agreement, a standard owner's title insurance policy which will insure BUYER 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. Upon delivery of said preliminary owner's title insurance report, BUYER 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. SELLER shall have a reasonable time, not to exceed 120 days, to satisfy any valid objections to title.

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

8. Closing Costs. BUYER shall pay the cost of title insurance, if ordered. All other closing costs shall be split equally.

9. 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.

10. 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

_____

David George, Mayor

Attest:

_____

Cindy Price, City Clerk

BUYER – SIX PACK, LLC

_____

General Manager

Attest:

_____

Secretary