



CITY OF WASILLA

290 E. HERNING AVE.

WASILLA, ALASKA 99654-7091

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COUNCIL MEMORANDUM NO. 94-31

From: Mayor Stein
Date: June 3, 1994
Subject: Valley Performing Arts Lease - Ordinance 94-22

Council is respectfully requested to introduce Ordinance No. 94-22 which authorizes a long-term public purpose lease of the "V.P.A. Building" to Valley Performing Arts, inc. and calls out the major lease provisions. The lease, when authorized, will be prepared by Attorney Deuser.

Because of V.P.A.'s grant deadline, we ask the council schedule action on the ordinance on June 27 so that it may be included in their application package.



John C. Stein, Mayor



ADDENDUM

LEGAL DESCRIPTION: NO. /
Lot 1C Blk 2 Wasilla Ind. Airport TO

EARNEST MONEY RECEIPT AND AGREEMENT TO PURCHASE

THIS IS ADDENDUM TO THE EARNEST MONEY RECEIPT AND AGREEMENT TO PURCHASE (EMRAP), dated 4/29/94 between City of Wasilla as Buyer, and Robert Dunston, III as Seller.

The following terms are hereby incorporated as part of the EMRAP, and to the extent that they modify or conflict with any provisions of the EMRAP, including all prior counter offers, these terms shall control. All other terms of the EMRAP including all prior addendums not modified shall remain the same:

- 1) Wasilla City Council must authorize purchase
- 2) Purchase price must be supported by appraisal. Should appraisal be less than purchase price either party may rescind this agreement or renegotiate agreement.
- 3) Offer is subject to review and approved by purchaser attorney.
- 4) Both parties are advised to seek independent legal and tax council
- 5) Seller will have septic system relocated to subject parcel
- 6) Purchaser will pay 1/3 of cost of assessments. Seller will pay 2/3
- 7) Purchaser has been given a copy of subdivision plat and CC&R's.
- 8) Purchaser was not shown lot lines or corner markers by a As/Tax agent.
- 9) Buyer to be satisfied at buyers expense, that there are no environmental problems associated with subject property

10:00 Seller shall have until 5/2 P.M. Alaska Time 5/2, 1994 to accept the terms of this ADDENDUM. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] Buyer Buyer Seller Date Time 4/29/94 9:50 AM

ACCEPTANCE / REJECTION ADDENDUM

CHECK ONE:

ACCEPTANCE OF ADDENDUM: Buyer Seller hereby accepts the terms of this ADDENDUM.

Buyer Seller Date Time Buyer Seller Date Time

REJECTION: Buyer Seller rejects the foregoing ADDENDUM.

Buyer Seller Date Time

ADDENDUM: Buyer Seller presents as an addendum the terms set forth on the attached Addendum # _____



BUYERS MOVE-IN ESTIMATE

BUYERS City of Wessills DATE 4/22/94
 PROPERTY ADDRESS Lot 10 Dick 2 Wessills Industrial Air park
 INITIAL INVESTMENT:
 Selling Price.....\$ 185,000
 Less: Proposed New Mortgage or Assumption...\$ 0
 CASH DOWN PAYMENT.....\$ 185,000

ESTIMATED CLOSING COSTS:

Bank Service Fee.....	\$	—
Commitment Fee.....	\$	—
Credit Report.....	\$	—
Document Preparation Fee.....	\$	25 (1/2)
Recording Fee.....	\$	50 (1/2)
ALTA Title Insurance.....	\$	—
Discount Points.....	\$	—
Tax Registration.....	\$	—
Assumption Fee.....	\$	—
Assumption Transfer Fee.....	\$	—
Bank Set-Up Fee.....	\$	—
Annual Escrow Fee.....	\$	—
Escrow Closing Fee.....	\$	170 (1/2)
Assessments.....	\$	1200
VA Funding Fee.....	\$	—
Resale Certificate. <i>As-built Survey</i>	\$	125 (1/2)
Other..... <i>Appraisal</i>	\$	1250 (1/2)
TOTAL ESTIMATED CLOSING COSTS.....	\$	2870

USUAL PREPAID ITEMS:

Prepaid Interest.....	\$	—
Mortgage Insurance.....	\$	—
Homeowner's Insurance.....	\$?
Taxes.....	\$	—
Homeowners Association Deposit.....	\$	—
TOTAL PREPAID ITEMS.....	\$	6
TOTAL ESTIMATED MOVE-IN COST.....	\$	1670
Less: Earnest Money Deposit.....	\$	—
FUNDS NEEDED AT CLOSING.....	\$	1670

MONTHLY PAYMENT ESTIMATE:

Conventional, FHA or VA loan for _____ years at _____ %		
Principal & Interest.....	\$	—
Mortgage Insurance.....	\$	—
Homeowner's Insurance.....	\$	—
Taxes.....	\$	—
Other.....	\$	—
TOTAL ESTIMATED MONTHLY PAYMENT.....	\$	177870

THIS TRANSACTION WILL BE CLOSED IN ESCROW. MANY FIGURES ARE DEPENDENT UPON EXACT CLOSING.

VALLEY BOARD OF REALTORS
Multiple Listing Service



EARNEST MONEY RECEIPT AND AGREEMENT TO PURCHASE

This is a legally binding contract. Read all pages carefully before signing.

LISTING OFFICE Ken Tix of Wasilla LO PHONE 376-4575
 AGENT Serry Dunbar LA PHONE 376-3362
 SELLING OFFICE Reflex of Wasilla SO PHONE 376-4375
 AGENT Serry Dunbar SA PHONE 376-3362

Received From City of Wasilla

The sum of one thousand

Dollars (\$ 1000) evidenced by check for one thousand dollars

cash for note for due _____ as earnest money

to be held in Trust by Reflex of Wasilla

on and part payment for the real property and improvements situated in the Palmer

Recording District, State of Alaska, described as Lot 10 Block 2

Wasilla Industrial Airport

and all fixtures and equipment attached to and a part of the above described property.

DOWN PAYMENT (including earnest money shown above).....\$ 185,000

BUYER shall apply for a _____ loan in the

amount of.....\$ _____

BUYER shall assume Seller's _____ loan of

approximately.....\$ _____

BUYER shall execute a deed of trust and note in the approximate amount of.....\$ _____

payable at \$ _____ or more, per month including _____ % interest per annum for

_____ years payable to _____

OTHER.....\$ _____

TOTAL PURCHASE PRICE.....\$ 185,000

COSTS: The costs, if applicable, as designated below shall be paid as indicated by Buyer (B) or Seller (S).

ITEM	B	S	ITEM	B	S
LOAN ORIENTATION FEE			DOCS. PREP. FEE		
LOAN REVIEW FEE			RECORDING FEE	X	X
COMMITMENT FEE			RESALE CERTIFICATE		
DISCOUNT POINTS			OWNER TITLE INS.	X	X
CREDIT REPORT			ALTA TITLE INS.		
MP/PMI			STANDARD MORTGAGEE	X	X
VA FUNDING FEE			ESCROW/CLOSING FEE	X	X
EST./REPLACE RESERVES			ASBUILT SURVEY	X	X
			ASSUMPTION/TRANS. FEE		
			BANK SETUP FEE		
			ANNUAL ESCROW FEE		
			TAX REGISTRATION		
			ASSESSMENTS	X	X
			SMOKE DETECTORS	X	X
			HOA TRANSFER FEE	X	X
			BROKERAGE FEE	X	X
			APPRaisal		
			SEPTIC ADEQUACY TEST		
			WELL FLOW TEST		
			WATER SAMPLE TEST		
			DEC REVIEW		
			OTHER		
			OTHER		

Additional Terms and Conditions See Addendum #1

1. **RECORDING/POSSESSION.** This sale shall be recorded on or before June 1, 1994. Buyer and Seller agree to sign all necessary closing documents and to perform the conditions required by the closing agent and/or any financial institution. Buyer shall be given possession of the property On recording, () prior to recording under attached occupancy agreement, () other, _____ Buyer () does, () does not intend to occupy subject property as Buyer's primary residence.

2. **FINANCING.** Buyer agrees to apply in good faith for any necessary loan or assumption within 1/4 days of Seller's acceptance at N/A and provide all information, pay all fees and satisfy all conditions required by the lending institution for processing of loan and/or assumption application. Broker has made no representations as to availability of loans or interest rate. In the event Buyer fails to obtain a loan commitment, through no fault of his/her own, within N/A days from the date of Seller's acceptance, the earnest money will be refunded, except for Sellers Costs. When a commitment is obtained, N/A additional days are allowed for closing. If purchase is not complete within specified time or any extension thereof, through no fault of the seller, buyer shall thereupon be in default and the earnest money shall be retained by Seller as liquidated damages

3. **BROKER INFORMATION.** It is mutually agreed by all parties that the Brokers and/or their agents shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or upon the part of either party to this agreement. Brokers and/or their agents make no representations that the improvements meet current building codes, safety, environmental, health, or other requirements. Buyer and seller authorize any lender to furnish Broker and Agents with closing statements or other information upon request. Buyer and Seller authorize all lenders, escrow agents, and appraisers to furnish to the Listing and/or Selling Agents on request any and all information and copies of documents concerning the status, progress and final disposition of loans, credit, appraisal, closing, conveyance and any other matter related to this sale. Buyer and Seller agree that the brokers be allowed to report the closed sale to the Multiple Listing Service for statistical purposes.

4. **EARNEST MONEY—DISPOSITION.** If either Buyer or Seller fails to comply with the terms of this agreement, then the other party may terminate this agreement with written notice. In the event that the Broker is unable to determine to his/her satisfaction which party is responsible for failing to perform the requirements of the contract, the Broker shall request the parties to execute an agreement for release of earnest money to one or the other or both parties. Broker need not disburse earnest money until an agreement is signed. Alternatively, Broker may: (a) submit the matter to arbitration by the Valley Board of Realtors or other agreed arbitrator; or (b) interplead the earnest money with the courts for determination of who is entitled to the earnest money. The Broker shall be entitled to an award from the earnest money, of reasonable attorney's fees and costs for interpleading the earnest money.

BUYER
SELLER

Regarding property described as Lot 1C Block 2 Wasills Industrial Airport

5. **DUE ON SALE.** If any existing loan contains an acceleration or "due on sale" clause, the lender will demand full payment of the entire loan balance as a result of this transaction. Buyer and Seller agree to indemnify and hold harmless Listing and Selling Offices, Brokers, and agents should Buyer and Seller proceed to close the transaction without obtaining lender's written consent as to the conveyance or paying the obligation in full.

6. **PROPERTY CONDITION.** Buyer offers to purchase the property in its present condition, or on terms itemized within. Seller represents, through the time of possession, property will be maintained in the same condition as upon the date of seller's acceptance. Seller represents, other than is stated (in writing), the roof is free of all leaks, there are no problems with the well, septic system, drainage in the yard, foundation, water in the crawl space or basement, and the water service, sewer/septic, plumbing, heating, electrical systems, and all built-in appliances are operative. Buyer hereby acknowledges further that he/she has not relied upon any statements or representations, including square footage of the improvements or the land, by any broker or their agents. Buyer has entered into this agreement relying solely upon information and knowledge obtained from his/her own investigation, personal inspection of the property and seller's property information sheet. This agreement constitutes the whole agreement between the parties and no warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth. In the event the improvements on the property are destroyed or materially damaged prior to recording, this contract shall, at Buyer's election, immediately become null and void and earnest money shall be returned to Buyer on demand.

7. **AGENCY DISCLOSURE.** The following agency relationship(s) are hereby confirmed for this transaction: The Listing Broker and his/her agents are considered the agent of the Seller exclusively unless otherwise acknowledged and approved in writing by the Seller and Buyer.

The selling Broker and his/her agents are considered the agent of () the Buyer exclusively, () the Seller exclusively. (X) Dual Agent
The Seller acknowledges that if the Selling Broker is an agent of the Buyer, the Selling Broker is sharing in the compensation paid by the Seller to the listing Broker unless otherwise described here: _____

8. **TITLE/PRORATION.** The Seller shall convey title by statutory warranty deed or _____ Title shall be clear of liens and encumbrances except conditions, restrictions, reservations and rights-of-way, easements and covenants of record. Taxes, interest, insurance, prepaid rents and Homeowner's Association fees, as applicable, will be prorated as of the date of recording, or _____ Security deposits, if any shall be transferred to Buyer.

9. **ENTIRE AGREEMENT.** Seller's acceptance of this agreement is based upon Buyer's apparent ability to qualify for this purchase within the agreed time and according to the agreed terms. This Agreement is not assignable without the express written consent of Seller. **LEGAL & TAX COUNSEL:** The Buyer and Seller acknowledge that they have been advised to seek independent legal and tax counsel with respect to this transaction. **PERIOD EXTENSION:** Time is the essence of this contract but either Broker may, with written notice, extend for a period not to exceed 30 days the time for the performance of any act hereunder except the time for the acceptance hereof by seller. This document and the referenced attachments if any consisting of 3 pages contain the entire agreement between the parties. It may not be modified except in writing and signed by the parties.

NAME OF SELLING OFFICE Re Max of Wasills
AGENT SIGNATURE _____ AGENT PHONE 376-4535
DATE 4/29/94 TIME 9:15 AM
I/We agree to purchase and pay for the above described property on the terms and conditions herein stated. Receipt of a copy of this Agreement is hereby acknowledged. I/We understand this is a legally binding contract. Said Agent is granted the exclusive and irrevocable right for 3 days from date to obtain an acceptance of this offer, failing which earnest money deposit shall be returned to the Buyer less any costs incurred on Buyer's behalf.
BUYER City of Wasills by John Stecy BUYER _____
SSN John Stecy SSN _____
Print names to be on closing documents: City of Wasills, a municipal corporation
ADDRESS 280 E. Hermins Ave PHONE: Home _____ Office 373-9050
Wasills, AK 99854

SELLER ACCEPTANCE. I/We accept the foregoing offer and agree to sell and convey the property described on the terms and conditions herein stated. I/We understand this is a legally binding contract. If the sale is not completed, I/We agree to pay for preliminary title report.

SELLER DISCLOSURE. Seller certifies that there are no known problems with: the well, if applicable; the foundation or basement walls; the roof; the septic system or sewage system; the heating or plumbing; drainage in the yard; the fireplace; water in the crawl space; or other except as follows: _____

COMMISSION. I/We agree to pay forthwith at closing to the Listing Broker a commission of \$ 7900 or _____ percent of the sales price in cash, unless otherwise agreed in writing, for services as stated in the Employment (Listing) Agreement. I/We acknowledge receipt of a copy of this EARNEST MONEY RECEIPT AND AGREEMENT TO PURCHASE bearing my/our signature(s) and that of the Buyer(s) named above.

CLOSING AGENT. I/We hereby appoint _____ my/our true and lawful attorney, and Trans Alaska Title my/our Title Company to have prepared on my/our behalf all legal documents necessary to complete this transaction.

DATE _____ TIME _____
SELLER _____ SELLER _____
SSN _____ SSN _____
Print names as to be on deed: _____

ADDRESS _____ PHONE: Home _____ Office _____

BUYER RECEIPT: The undersigned Buyer(s) acknowledge receipt of a fully signed copy of this Agreement:
DATE _____ TIME _____ BUYER _____
BUYER _____

BUYER
SELLER

BUYER
SELLER

BUYER
SELLER

