

RESOLUTION NO. 112315-1

A RESOLUTION APPROVING AN ADDENDUM TO A REAL ESTATE DONATION AGREEMENT WITH ABILENE HIGHLANDS, LP DATED OCTOBER 27, 2015

WHEREAS, the governing body approved a Real Estate Donation Agreement with Abilene Highlands, LP with the adoption of Resolution No. 102615-3; and

WHEREAS, the parties to the Real Estate Donation Agreement desire to amend said Agreement.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

SECTION ONE. Agreement. That an Addendum to a Real Estate Donation Agreement dated October 27, 2015 is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the governing body.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 23rd day of November, 2015.



CITY OF ABILENE, KANSAS

By: *Dennis P. Weishaar*
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

APPROVED AS TO FORM:

Aaron O. Martin
Aaron O. Martin, City Attorney

EXHIBIT A

Addendum to

Real Estate Donation Agreement dated October 27, 2015

November 23, 2015

ADDENDUM TO REAL ESTATE DONATION AGREEMENT

This Addendum is made effective as of this 23rd day of November, 2015, by and between Abilene Highlands, L.P. ("Donor"), and the City of Abilene Land Bank ("Land Bank").

WHEREAS, the parties executed a Real Estate Donation Agreement dated October 26, 2015 ("Agreement").

WHEREAS, the amount of title insurance to be obtained under the Agreement was established as being an amount equal to the appraised value of the real estate; the parties now wish to modify the amount of title insurance to be \$642,000.00.

WHEREAS, the Closing Date on the Agreement was established as being on or before November 19, 2015; the parties now wish to extend the Closing Date to be on or before December 31, 2015.

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Section 6 of the Agreement. Section 6 of the Agreement is amended to read as follows:

6. Evidence of Title. As soon as reasonably possible after execution of this Agreement, Land Bank shall request the preparation of a commitment for an owner's title insurance policy in an amount equal to \$642,000.00, insuring Land Bank's title to the Property, subject only to liens, encumbrances, exceptions, or qualifications set forth in this Agreement, and those which shall be discharged by Donor at or before Closing. Land Bank shall have ten (10) business days after receipt to examine the title insurance commitment and to notify Donor in writing of any requirements to make the title marketable, in Land Bank's reasonable discretion.

2. Amendment to Section 7 of the Agreement. Section 7 of the Agreement is amended to read as follows:

7. Closing Date and Possession. The Closing Date shall be on or before December 31, 2015. "Closing" means the settlement of the obligations of Donor and Land Bank to each other under this Agreement, including the delivery to Land Bank of a warranty deed in a proper form for recording so as to transfer to Land Bank fee simple title to the Property, free of all encumbrances except as herein stated. Land Bank shall take possession of the Property immediately following the Closing.

3. No Other Changes. Except as otherwise stated in this Addendum, the Agreement, as amended herein, shall continue in full force and effect.

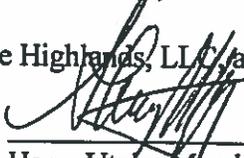
4. **Counterparts.** This Addendum may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Addendum. This Addendum may be executed by facsimile or electronic transmission and such transmission shall be valid and binding to the same extent as if it was an original.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives.

“DONOR”

ABILENE HIGHLANDS, L.P.

By: Abilene Highlands, LLC, a Kansas limited liability company, its sole General Partner

By: 
Harry Utzig, Member

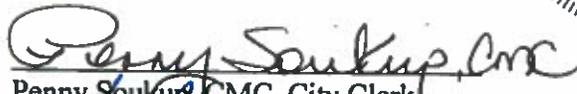
“LAND BANK”

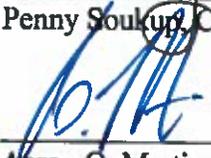
CITY OF ABILENE LAND BANK

By: 
Dennis P. Weishaar, Mayor



ATTEST:

By: 
Penny Soukup, CMC, City Clerk

Form: 
Aaron O. Martin, City Attorney