

LEWISTON CITY COUNCIL SPECIAL MEETING AGENDA

CITY COUNCIL CHAMBERS, CITY HALL

TUESDAY, MAY 22, 2018

5:30 p.m. Dinner

6:00 p.m. Special Meeting

Pledge of Allegiance to the Flag.

SPECIAL MEETING

1. Resolve, Approving a Two Month Extension of the Agreement with LWS Development for the Purchase and Sale of Real Estate at 188 Lincoln Street.

WORKSHOP

Council Retreat/Planning Session

LEWISTON CITY COUNCIL
AGENDA
TUESDAY, May 22, 2018
6:00 PM

Special Council Meeting – Resolve, Authorizing a Two Month Extension to the Agreement with LWS Development for the Purchase and Sale of Real Estate at 188 Lincoln Street.

The City entered into an agreement with LWS Development LLC in October 2017 to sell the prior City Fire Station at 188 Lincoln Street for redevelopment as a mixed commercial/residential property, subject to LWS meeting certain requirements including the submission of construction drawings, a commitment from a credit worthy restaurant tenant or other tenant acceptable to the City, and evidence of project financing. That agreement will expire at the end of June. The Developer has made substantial progress toward locating a restaurant tenant and obtaining financing but has requested a two month extension, to August 1, 2018, to allow time to complete negotiations with the tenant.

Please see the attached information from Linc Jeffers.

COUNCIL WORKSHOP
IMMEDIATELY FOLLOWING THE SPECIAL MEETING

1. Council Retreat/Planning Session

Don Gerrish will be present to facilitate the first night of the Council's biennial retreat/planning session. The second night will be on Tuesday, May 29, 2018.

NOTE: GIVEN THE ANTICIPATED LENGTH OF THE MEETING, DINNER WILL BE AVAILABLE AT 5:30 PM.

LEWISTON CITY COUNCIL PLANNING RETREAT
6:00 P.M. MAY 22 AND 29, 2018
ADMINISTRATIVE CONFERENCE ROOM
FIRST FLOOR, LEWISTON CITY HALL

OUTLINE/AGENDA

May 22, 2018

- 5:30 - 6:00 Gathering/Food/Social Time
- 6:05 – 7:00 Getting to Know Each Other A little Better and Meeting Expectations
- 7:00 - 8:00 Possible Areas of Focus - The group brainstorms a comprehensive list of all possible areas of focus toward which the Council and City Government could devote time, energy, resources over the next two years.
- 8:00 - 9:00 Priorities - The group organizes the list to eliminate redundancies, combine similar items, and then prioritizes the list to identify the Council's highest priorities that are doable over the next 2 years.

May 29, 2018

- 5:30 – 6:00 Gathering/food/social time
- 6:00 – 6:30 Completion of any remaining items from the May 22nd agenda
- 6:30 – 8:30 Developing Objectives and Goals - Beginning with the highest priority item and working downward, the Council fleshes out each goal and starts to develop specific, measurable, and achievable two-year goal statements including responsibility for work on each item.
- 8:30 – 9:00 Next Steps & Adjourn

LEWISTON CITY COUNCIL

MEETING OF MAY 22, 2018

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT: RESOLVE, Approving a Two Month Extension of the Agreement with LWS Development for the Purchase and Sale of Real Estate at 188 Lincoln Street.

INFORMATION: The City entered into an agreement with LWS Development LLC in October 2017 to sell the prior City Fire Station at 188 Lincoln Street for redevelopment as a mixed commercial/residential property, subject to LWS meeting certain requirements including the submission of construction drawings, a commitment from a credit worthy restaurant tenant or other tenant acceptable to the City, and evidence of project financing. In December, the council approved modifying the agreement to convey the property to LWS, subject to a reverter that would return the property to the City if a tenant or project financing has not been obtained by June 1. This was done to preserve the project's ability to seek historic tax credits during a period when those credits were potentially in jeopardy at the federal level. The tax credits were preserved at the federal level, and the determination was made that the city would retain ownership of the property until the threshold criteria for conveyance noted above were met.

At this time, the developer has a signed letter of interest with a restaurant tenant and is in negotiations with them regarding a lease, has continued its due diligence on the property through its project architects, contractor, and historic consultant, has obtained the needed approval for listing the property on the National Register of Historic Places and will submit the final required application after they have a signed lease with a tenant, and are arranging financing through the use of the tax credits with Coastal Enterprises and the Northern New England Housing Investment Fund.

The developer is requesting a 60 day extension to finalize the tenant lease and financing. We believe LWS has made sufficient progress to support this request.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/KMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
---	---	---	---	---	---	---	---

To approve the RESOLVE, Approving a Two Month Extension of the Agreement with LWS Development for the Purchase and Sale of Real Estate at 188 Lincoln Street.



COUNCIL RESOLVE

RESOLVE, Approving a Two Month Extension of the Agreement with LWS Development for the Purchase and Sale of Real Estate at 188 Lincoln Street.

Whereas, on October 3, 2017, the City Council authorized the City Administrator to execute a Purchase and Sale Agreement with LWS Development for the former Lincoln Street fire station located at 188 Lincoln Street; and

Whereas, in December 2017, the agreement was amended to allow for the sale of the property to close prior to the end of the calendar year due to concerns over the potential elimination of federal tax credits necessary for the project to be financially feasible; and

Whereas, legislation was passed extending the availability of historic tax credits, removing that threat to the project and, as a result, rather than convey the property with a reversion clause, the Purchase and Sale was extended until June, 1, 2018; and

Whereas, that amended agreement requires that the developer to conduct environmental assessments, complete architectural renderings, secure a restaurant tenant acceptable to the City, and take the steps necessary to make the project eligible for Historic Tax Credits; and

Whereas, LWS Development has completed environmental assessments and architectural concept drawings on the property, removed accumulated debris within the building, taken the steps necessary for 188 Lincoln Street to be found eligible for the National Register of Historic Places, is working with a contractor on a redevelopment budget and schedule, and has entered into Letter of Intent with a restaurant acceptable to the City; and

Whereas, LWS is in final lease negotiations with a potential restaurant tenant that, if successful, will allow the project to move forward;

Now, therefore, be it Resolved by the City Council of the City of Lewiston that

Having received a written request for an extension from LWS Development LLC and having found that the developer is making significant progress toward redevelopment of 188 Lincoln Street, an extension of the purchase and sale agreement between the City and LWS is hereby approved until August 1, 2018.

**SECOND AMENDMENT TO AGREEMENT FOR
THE PURCHASE AND SALE OF REAL ESTATE**

The City of Lewiston, Maine ("Seller") and LWS Development LLC and Wilbur & Company (hereinafter collectively referred to as "Buyer") are parties to an Agreement for the Purchase and Sale of Real Estate dated as of October 17, 2017 (the "Agreement"), which was amended and executed by mutual agreement on January 18, 2018 (the "Amendment"), pursuant to which Seller agrees to sell and Buyer agrees to buy a parcel of land, with buildings thereon, located at 188 Lincoln Street, Lewiston, Maine.

Seller and Buyer, for good and valuable consideration, exchange of which is mutually acknowledged, have agreed to amend the Agreement as set forth below:

1. The closing shall take place at Buyer's discretion on or before August 1, 2018.
2. Buyer shall take title at the Closing and shall assume all of the responsibilities of owner of the Premises as of that date.
3. Notwithstanding the foregoing, Buyer shall nevertheless provide to the Seller the items set forth in Section 10(b) of the Agreement on or before August 1, 2018.
4. Upon written request, and subject to the approval of the governing legislative body of Seller, the Seller may agree at its option to extend the deadline beyond August 1, 2018.
5. Except as specifically set forth in this Amendment, all other terms of the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall govern.

WITNESS:

SELLER
CITY OF LEWISTON

_____Date: _____
By Edward A. Barrett
Its: City Administrator

BUYER
LWS DEVELOPMENT LLC

_____Date: _____
By:
Its:

BUYER
WILBUR & COMPANY

_____Date: _____
By:
Its:

Economic and Community Development

Lincoln Jeffers

Director

Lewiston



2007



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Extension of 188 Lincoln Sale Agreement
Date: May 17, 2018

In October 2017, the City Council approved a sale agreement to convey the former Lincoln Street fire station located at 188 Lincoln to LWS Development for \$1. The building was constructed by the City in 1964 and was taken out of service in 1996. Since then, the building was briefly used as operation center for the Violent Crimes Task Force and as a cold storage facility for public works. The building stopped being used by the city when a leaky roof resulted in mold, mildew, and carpet, ceiling tile, and wall damage.

A bid to demolish the building was awarded in summer 2017. A notation on the side of the building noting it was to be demolished generated several inquiries from people wanting to redevelop the building. Proposed uses varied from a church seeking a sanctuary; to a local businesses wanting to use the garage space to house vehicles and a workshop with offices above; to LWS's proposal, which was to create two market rate apartments on the second floor and a sit down style restaurant acceptable to the city at ground level that would generate life and activity on the street. The council chose LWS's proposal and gave them a 90 day due diligence period, with three 30 day extensions available if adequate progress was being made on redevelopment efforts.

A significant portion of the financing for this project will come from the sale of federal historic tax credits. In late 2017, there was uncertainty as to whether the historic tax credit program would be reauthorized. Projects already owned by a developer by December 31, 2017 would remain eligible for tax credits, but if not owned by that date, the tax credits were at risk. In December 2017, the City Council authorized the conveyance of 188 Lincoln Street to LWS, but included a clause requiring conveyance back at no cost to the city if the project did not move forward by June 1, 2018. As it turned out, Congress reauthorized the historic tax credit program and, rather than convey the building to LWS, an Amendment to the Agreement was executed that extended the closing date to June 1, 2018. Conditions of closing in both the Purchase and Sale Agreement and Amendment to the Agreement require the buyer to provide construction drawings of sufficient detail for determining project feasibility, written evidence of project financing acceptable to seller, and a written commitment from a

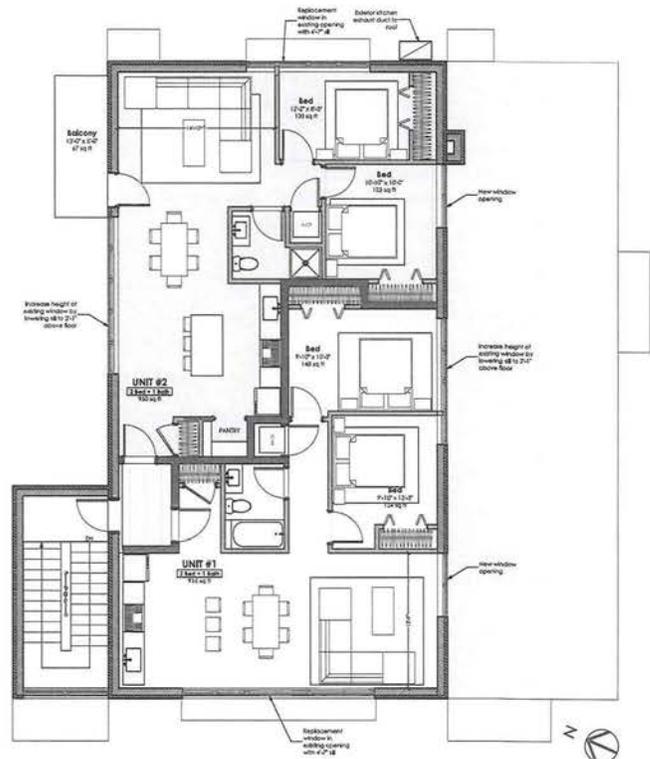
creditworthy restaurant tenant acceptable to the City. Copies of the agreements are attached.

LWS Development has completed an environmental assessment of the property, title work, and the consulting work necessary to have the building declared eligible for the National Register of Historic Places, which is a requirement to receive historic tax credits. They are in negotiations with a syndicator to monetize the tax credits. They have an executed Letter of Intent from a creditworthy restaurant and have begun lease negotiations with that tenant. They are working with a construction firm who will serve as the general contractor on the project.

LWS has made great strides and invested approximately \$15,000 in getting the project to this point. While lease negotiations have begun, they are unlikely to be completed within the next two weeks. The developer has requested a 60 day extension to complete lease negotiations and close on the property.

City staff is in favor of the developer's proposal. It will bring new investment to the area, generate new taxes, and be a positive step in the transformation of Lincoln Street into a mixed used area of the city that will attract residents and visitors. It will remove blight and expand the supply of market rate housing in the downtown. If the project goes forward, it will also save the city approximately \$30,000 in demolition costs.

2nd floor plan showing Unit #1 and Unit #2. Includes room labels like Living Room, Kitchen, Bed, Bath, and Balcony. Includes a legend for construction details and a north arrow.



1 PROPOSED 2ND FLOOR
SCALE 1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

188 Lincoln Street
Korn Weber & Fox P.C.
188 Lincoln Street, Lincoln, NE 68502

PROJECT NO. 2018-001
A - 102

CALEB JOHNSON
3/1/2018
188 LINCOLN STREET, LINCOLN, NE 68502

**AMENDMENT TO AGREEMENT FOR
THE PURCHASE AND SALE OF REAL ESTATE**

The City of Lewiston, Maine ("Seller") and LWS Development LLC and Wilbur & Company (hereinafter collectively referred to as "Buyer") are parties to an Agreement for the Purchase and Sale of Real Estate dated as of October 17, 2017 (the "Agreement"), pursuant to which Seller agrees to sell and Buyer agrees to buy a parcel of land, with buildings thereon, located at 188 Lincoln Street, Lewiston, Maine.

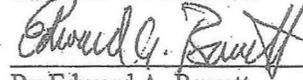
Seller and Buyer, for good and valuable consideration, exchange of which is mutually acknowledged, have agreed to amend the Agreement as set forth below:

1. The closing shall take place at Buyer's discretion on or before June 1, 2018.
2. Buyer shall take title at the Closing and shall assume all of the responsibilities of owner of the Premises as of that date.
3. Notwithstanding the foregoing, Buyer shall nevertheless provide to the Seller the items set forth in Section 10(b) of the Agreement on or before June 1, 2018.
4. Upon written request, and subject to the approval of the governing legislative body of Seller, the Seller may agree at its option to extend the deadline beyond June 1, 2018.
5. Except as specifically set forth in this Amendment, all other terms of the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall govern.

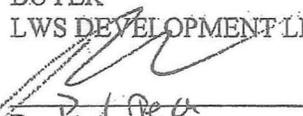
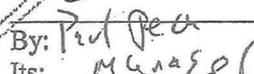
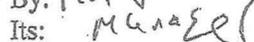
WITNESS:



SELLER
CITY OF LEWISTON


By Edward A. Barrett Date: 1-17-18
Its: City Administrator

BUYER
LWS DEVELOPMENT LLC


By:  Date: 1/18/18
Its: 

BUYER
WILBUR & COMPANY

By: _____ Date: _____
Its: _____

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

_____ AGREEMENT made and entered into this 17 day of October, 2017, by and between City of Lewiston, Maine 04240 ("Seller") and LWS Development LLC of P.O. Box 7589, Portland, Maine 04102 and its assigns and Wilbur & Company of 89 West Street, Portland, ME 04102 ("Buyer").

WITNESSETH AS FOLLOWS:

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth certain real estate with buildings thereon located at **188 Lincoln Street, Lewiston, Maine**, all as more particularly described in the attached Exhibit A (hereinafter the "Premises").

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of **One Dollar (\$1.00)**. The purchase price shall be paid to Seller at closing in immediately available funds by certified check or checks or by wire transfer in accordance with wiring instructions provided by Seller.

3. TITLE. Seller shall convey the Premises at the closing to Buyer by Warranty Deed, free and clear of all title defects, liens and encumbrances. Seller shall convey all leases, rentals and related income by proper assignment thereof. Buyer shall have ninety (90) days from the date of this Agreement in which to give Seller written notice of any alleged title defects in the Premises and any unacceptable liens, easements or encumbrances affecting the Premises. Seller shall, in good faith, undertake to clear any alleged title defects, unacceptable liens, easements and encumbrances identified by Buyer. In the event that Seller is unable to cure any such title defects within thirty (30) days after written notice from Buyer, then this contract may be terminated by Buyer by giving Seller written notice within ten (10) days of the expiration of the thirty (30) day cure period referenced above and neither party shall have any further obligation hereunder.

4. CLOSING. The closing shall take place at a mutually convenient place and time thirty (30) days following the expiration of the original or extended Due Diligence Period or, if the Buyer provides 30 days notice to Seller, an earlier closing shall take place. At the closing, Seller shall execute and deliver to Buyer, against payment of the purchase price, a Warranty Deed to the Premises in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§ 761 et seq., (the "Deed") together with assignments of all leases, deposits, and rentals.

Seller further agrees to execute and deliver to Buyer at the closing the following documents: (i) a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations); (ii) a title insurance "Seller's Affidavit" regarding mechanics liens and persons in possession; (iii) an affidavit regarding underground storage tanks (as required by Maine Law).

5. RISK OF LOSS, DAMAGE AND INSURANCE.

(a) All risk of loss to the Premises prior to the closing shall be borne by Seller, except and unless the loss was caused by Buyer. Seller shall keep the Premises insured against fire and other extended coverage risks until the closing. Seller shall secure the premises, including boarding up of any broken windows or doors.

(b) In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or substantially damaged, Buyer may either (i) terminate this Agreement (ii) accept the insurance proceeds payable by reason of such damage or destruction if any and close this transaction notwithstanding the same.

6. INSPECTION/DELIVERY OF INFORMATION. Buyer may enter on to the Premises at reasonable times prior to the closing in order to inspect the Premises, conduct surveys, engineering studies and test borings and to do such things as are reasonably necessary with respect to its due diligence and acquisition of the Premises. Buyer agrees to provide copies of all surveys, studies, and inspections to Seller and not to disclose the results thereof to any third party except to prospective lenders and except as may be required by applicable law. Buyer agrees to and does hereby indemnify and hold harmless Seller against any loss, cost, damage, claims, or expense which may arise from its or its agents', employees' or contractors' activities at the Premises.

The Seller shall take reasonable efforts within fourteen (14) days of the effective date of this Agreement to deliver to Buyer any and all information it has concerning the Premises, including but not limited to surveys, environmental reports, proposed development plans, title reports and policies, historic photographs and any historic district survey information, tax bills, notices and letters received within the last five (5) years from every city, state, or federal department or agency and any abutter or neighbor.

7. POSSESSION OF THE PREMISES. The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity and free and clear of all debris, items, or other personal property that is not a part of the structure of the building.

8. REPRESENTATIONS OF SELLER. Seller represents to Buyer the following:

(a) Seller has not received any notices of any violation at the Premises of any applicable laws, ordinances, or environmental regulations.

(b) All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of closing.

(c) Buyer acknowledges that except as specifically set forth in this paragraph, Seller makes and has made no covenant, representation, or warranty as to the suitability of the Premises for any purpose whatsoever or as to the physical condition of the Premises. Seller is not aware of any environmental contamination of the Premises other than mold resulting from the leaky roof, and the possibility of asbestos in floor tiles, roofing materials or other construction materials .

9. DEFAULT AND REMEDIES. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller's sole remedy shall be its right to terminate this Agreement. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer shall have the right to specifically enforce the provisions of this Agreement

10. CONDITIONS PRECEDENT TO CLOSING.

(a) The obligation of Buyer to close is subject to the satisfaction of all of the following conditions. Buyer shall be deemed to have waived these conditions if it fails to provide notice that one or more condition is not satisfied within the due diligence period described below: (i) Buyer shall obtain confirmation satisfactory to Buyer that the Premises will accommodate physically and financially its proposed development and that there are no environmental concerns. Title to the Premises is free and clear of all title defects, liens, and encumbrances.

(b) The obligation of Seller to close is subject to the satisfaction at or before the closing of the following conditions: (i) Buyer shall provide construction drawings containing a sufficient level of detail to permit the Seller to form a judgment as to the feasibility of the project; (ii) Buyer shall provide written commitments from a creditworthy restaurant tenant or other tenant acceptable to the Seller with respect to the commercial space contained within the project ; (iii) Buyer will provide written evidence of project financing reasonably acceptable to the Seller;

11. SELLER AGREEMENTS.

(a) Seller agrees to sign a 5 year lease with Buyer at the closing allowing Buyer and its tenants the right to lease up to 5 parking spaces in the Cedar & Lincoln Street Lot owned and or controlled by the City adjacent to the Premises for twenty dollars (\$20.00) per month per space with said lease having 3 five year options to renew at then current open air market rates. Seller shall also designate 25 spaces in the adjacent Cedar & Lincoln Street Lot as hourly metered parking which will provide parking for the general public, including patrons of the premises. Should the existing Cedar & Lincoln Street Lot be replaced by a parking garage, Seller shall provide up to 5 spaces in the parking garage to the Premises at then current market rates. To the extent feasible considering the development needs surrounding the construction of any such parking garage, the City shall provide hourly parking spaces open to the general public among the spaces contained in any such garage. Seller agrees to sign at closing an easement and access agreement in recordable form allowing Buyer and its tenants access through the Cedar & Lincoln Street Lot to access the rear of the 188 Lincoln Street lot for the purpose of commercial loading / unloading at the rear of the building and to access any onsite parking spaces provided on the 188 Lincoln Street site.

(b) Seller agrees to sign at closing a temporary construction easement concerning the Cedar & Lincoln Street Lot allowing Buyer to use space for lay down storage, staging, and construction trailers.

(c) Seller agrees to work with Buyer to provide facade grant funds to assist with the rehabilitation of the 188 Lincoln Street building.

(d) Seller agrees to conduct its building code review using the International Existing Building Code, to ensure that life safety concerns are addressed while enabling a flexible approach to building re-use.

12. DUE DILIGENCE PERIOD. Buyer shall have ninety (90) days (the "Due Diligence Period") from the effective date of this Agreement to satisfy Condition 10(a) above. In the event that any condition is not satisfied by such date, then Buyer may notify Seller in writing and this contract may be terminated by Buyer, in which event neither party shall have any further obligations hereunder. In the event that Buyer does not so notify Seller within said time period or extend the Due Diligence Period in accordance with this section, then Buyer shall be deemed to have waived its right to terminate this Agreement.

Buyer shall have the right to extend the Due Diligence Period by three (3) additional thirty (30) day periods provided Buyer gives notice to Seller evidencing its progress with its due diligence work (Buyer to provide to seller progress report on environmental, geotechnical, construction plans and cost costs and tenant interest) and of its intent to extend prior to the expiration of the original or extended Due Diligence Period.

13. BROKERAGE. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction.

14. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

(a) Real estate taxes, assessments, rentals, common area maintenance charges, and utilities shall be prorated as of the closing.

(a) Buyer shall be responsible for its share of the Maine real estate transfer tax. Seller is exempt from the obligation to pay such tax.

(c) The recording fee for the deed of conveyance will be paid by Buyer.

(d) A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. § 5250-A.

15. GENERAL PROVISIONS. This instrument may be executed in multiple originals and is to be construed under the laws of Maine. Other than to an entity formed by the Buyers this Agreement may only be assigned with the prior written consent of the other party. The use of the masculine gender shall include the feminine and neuter where appropriate. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. Time is of the essence of this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective heirs, successors and assigns, and may be canceled, modified, or amended only by a writing executed by the parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of mailing if mailed by first class mail. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER: Ed Barrett,
 City of Lewiston
 27 Pine Street
 Lewiston, ME 04240

TO BUYER: LWS Development LLC
 Paul Peck
 P.O. Box 7589
 Portland, ME 04112

 Wilbur & Company
 Kara Wilbur
 89 West Street
 Portland, ME 04102

Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof. This Agreement sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Agreement.

16. EFFECTIVE DATE OF AGREEMENT. The Effective Date of this Agreement shall be the date last signed below by the Buyer or Seller. Buyer's offer to purchase the Premises under the terms as set forth in this Agreement shall be deemed withdrawn unless both Seller executes the Agreement within three (3) days of the date signed by Buyer.

under the terms as set forth in this Agreement shall be deemed withdrawn unless both Seller executes the Agreement within three (3) days of the date signed by Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

WITNESS:

Judith Jeffers

SELLER

Edward A. Barrett Date: 10-4-17
By: Edward A. Barrett
Its: City Administrator

[Signature]

BUYER

Luis Derogyma Date: 10/17/17
By: *[Signature]*
Its: *Principal Manager*

[Signature]

BUYER *Wilbo & Co.*

[Signature] Date: 10/17/17
By: *Kara Wilbur*
Its: *owner*

ESCROW AGENT

SCHEDULE OF EXHIBITS
Exhibit A – Legal Description