
Prepared by:	Douglas D. Herman Lynch Dallas, PC PO Box 2457 Cedar Rapids, Iowa 52406-2457 Telephone: 319-365-9101 Facsimile: 319-365-9512	Taxpayer/Return Address: Shawn Bentley and Christina Edmonds 1694 Tahoe Ave. Sumner, IA 50674
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REAL ESTATE REVERSION AGREEMENT

For good and valuable consideration as more fully described below, the CITY OF OELWEIN, IOWA, an Iowa Municipal Corporation, hereinafter referred to as “City”, and Shawn Bentley and Christina Edmonds, hereinafter referred to as “Buyers”, with City and Buyers being hereinafter collectively referred to as the “Parties”, and do hereby agree to the following terms and provisions related to the following real estate, same being legally described as follows:

The West 59 feet of Lot 8 and the South 14 feet of the West 59 feet of Lot 7, Block 5, Paign’s Third Addition to Oelwein, Fayette County, Iowa.

Hereinafter referred to as the “Property”.

WHEREAS, City sought bids related to the sale of the above-described City owned property, and

WHEREAS, after a Public Hearing held on December 23, 2024, the Council approved Resolution 2024-___, approving the sale of the Property to the Buyers, subject to the execution by Buyers of this Reversion Agreement, and

WHEREAS, approval of this Reversion Agreement was part of the consideration given the City in return for the transfer of Property, and

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, the Parties agree as follows.

1. **RIGHT OF REVERSION.** Notwithstanding anything herein to the contrary, and as consideration for the transfer by City to Buyers of Property, Buyers agree to perform the following improvements to Property within twelve (12) months of the transfer of Property by City to Buyer, to wit:

- a. Installation of new roof on home and other structures on Property
- b. Repair or replacement of soffit and fascia on home and structures on Property
- c. Installation of new siding on home and structures on Property
- d. Replacement of windows on home and structures on Property as needed, where repair is not possible/feasible.
- e. Replacement of front entry stairs and repair front porch to code compliance
- f. Sealing and necessary repairs to the northeast foundation corner of home
- g. Replacement of electric meter and exterior disconnect
- h. Replacement of all lead, galvanized, and/or steel plumbing lines with PEX or Copper

All of the above repairs and/or replacements to be permitted and finished in a code compliant fashion, with all necessary inspections and approvals, and a Certificate of Occupancy issued by the City within said twelve (12) month period.

2. **EXERCISE OF REVERSIONARY RIGHTS.** In the event Buyers fail to perform as agreed, the City may exercise its' right of reversion as follows:

- a. To exercise the City's right of reversion the City shall issue Buyers a written notice to cure ("Cure Notice") providing Buyers thirty (30) days to come into compliance. Should Buyers fail to comply with City's written Cure Notice, or request a hearing to contest the Cure Notice, Buyers agrees to execute and deliver to City, within thirty (30) days of the expiration of Buyers cure period, a Quit Claim Deed and any other documents necessary to convey title to the Property to City. Buyers further agree to take all reasonable steps to ensure City acquires marketable title to the Property, including without limitation satisfying any lien, mortgage, or other similar debt obligation encumbering the Property. Buyers acknowledge and understand the exercise of City's right of reversion shall entitle City to ownership of the Property, as improved by Buyers, including all improvements and betterments including fixtures attached to the Property with no remuneration to Buyers.
- b. Buyers further agree, that should they fail to satisfy the defaults identified in the Cure Notice and further fail to transfer Property to City as required by Paragraph 2(a) above, that the City may execute and deliver to itself a Deed, executing the Deed as the Grantor by virtue of authority granted by Buyers to the City by way of the "Limited Power of Attorney" for said purpose, attached hereto as Exhibit A.
- c. City reserves the right to enforce the terms of this Agreement, including the right of reversion, by instituting a legal action for specific performance and/or to quiet title in City. City shall be entitled to compensation for attorney fees and court costs in such an action.
- d. City's reversionary rights with respect to the Property shall terminate and be of no further force and effect upon the completion of the agreed upon improvements by Buyers and Buyers receipt of an Occupancy Permit from City.

- e. Any transfer/sale of the property by Buyers to any other person or entity must be approved by the City in advance of said transfer/sale. The terms and provisions of this Reversion Agreement will apply to any such transfer with any amendments hereto being subject to City Council approval, to be granted or denied in their sole discretion.
 - f. This agreement will be recorded at City expense with the County Recorder. Upon satisfaction of the terms hereof, the City will file a Satisfaction of Reversion Agreement with the County Recorder acknowledging that the terms of the Reversion Agreement have been met and are no longer applicable to the Property.
3. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
4. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by City and Buyers. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.
5. **APPROVAL BY CITY COUNCIL.** This Agreement has been approved by City Council Resolution _____.
6. **EXECUTION.** When executed by both City and Buyers, this Agreement shall become a binding contract.

SIGNATURE PAGE TO FOLLOW

Buyers
Shawn Bentley and Christina Edmonds

City of Oelwein, Iowa
an Iowa Municipal Corporation

Dated this _____ day of _____ 2024.

Dated this _____ day of _____ 2024.

By: _____
Shawn Bentley

By: _____
Brett DeVore, Mayor

By: _____
Christina Edmonds

Attest: _____
Dylan Mulfinger, City Admin.

Address: Shawn Bentley & Erica Smithburg
1694 Tahoe Ave.
Sumner, IA 50674

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