

**APPLICATION AND LOT ACCEPTANCE CONTRACT
CITY OF WAGNER HOUSING PROGRAM**

Name of Applicant(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Address & Legal Description of Lot: _____

I am making application for the purchase of the above-described residential lot from the Wagner Area Growth for \$5,000.00 and my agreement to abide by the conditions set forth herein. I have submitted this application subject to the following terms and conditions:

1. This contract shall become effective on the date of signature by the Parties. Wagner Area Growth will authorize the delivery of a deed to the property to me at such time as construction is commenced or a letter is provided from my financial lending institution, to Wagner Area Growth, indicating that financing is in place, and that construction financing will be available upon execution and transfer of the deed.
2. I agree to execute a promissory note and deed of trust in favor of Wagner Area Growth on the property in the amount of \$5,000.00. Wagner Area Growth agrees to subordinate said deed of trust to my residential construction financing through a bank or credit union.
3. I agree to commence construction of a single family or duplex residential housing unit on said lot within 180 days of the date of this agreement. Commence shall mean a basement or foundation shall be completed and substantial framing activities shall be started.
4. The house, or each housing unit, shall have at least 1,300 square feet of above-ground living space and each contracted lot shall have an appraised value of at least \$100,000.00 upon completion or as approved by the Wagner Area Growth Board of Directors. I agree to install sidewalks on the lot if there are sidewalks on adjacent lots, or as approved by Wagner Area Growth via City of Wagner permissions.
5. I agree to have the house substantially completed, with a finished roof and protected from the elements within 18 months of the date of this agreement. I agree to have the house completed within 24 months of the date of this agreement.

6. I agree to provide a housing plan and letter of approval of financing for construction to Wagner Area Growth with this application.

7. Wagner Area Growth agrees to forgive the above-named indebtedness upon completion of the construction subject to the following exceptions:

a. \$1,000.00 of the indebtedness may at the discretion of Wagner Area Growth, not be forgiven if construction has not commenced by the 181st day after execution of this contract. An additional \$1,000.00 of the indebtedness may not be forgiven for each 30-day period thereafter that construction has not commenced.

b. \$250.00 of the indebtedness may not be forgiven for each month after the initial 12-month period that the house is not substantially completed.

c. \$250.00 of the indebtedness may not be forgiven for each month after the initial 24-month period that the house is not completed.

Completion shall be deemed by the Code Official for the City of Wagner.

8. I agree to assume all costs associated with the transfer of the property, including \$100.00 payable upon execution of this agreement, for the preparation and filing of the note and deed of trust and preparation of the deed and transfer statement. I agree to pay all other filing fees, documentary tax, flood plain determinations, surveys, or any other costs associated with the transfer of the property. I further agree to pay any regular utility connection fees for water, sewer, gas or electric service.

9. If construction has not started by the 301st day, ownership of the lot reverts back to Wagner Area Growth.

10. Wagner Area Growth reserves the right to reject and all applications.

Dated this _____ day of _____, 2018.

Purchaser

Mayor, City of Wagner

President, Wagner Area Growth