

How to apply for the Free Housing Lots

To apply for the free lot, you must complete the application and submit it to The City of Oswego, P O Box 210, Oswego, Kansas 67356.

Once the application is received, it will be reviewed by the Housing Committee. You will be notified as to whether or not you are eligible to receive a lot. Lots will be given to qualified parties on a first come, first serve basis.

Before submitting your applications, please read through the Agreement, so you understand the types of homes that are permitted on the site.

Please see the Free Land Property Index below for a listing of all properties. A booklet with photos is also available at the City Office at 703 Fifth Street.

When completing the application it is important to list the lots in order of choice by the Tract #, (for instance 1.Choice - Tract 3, 2. Choice – Tract 5, 3. Choice– Tract 1). Our intent is to keep the website updated with information on what lots are no longer available as soon as possible after a decision has been made.

Free Land Property Listing

TRACT # 3	648 MERCHANT	
TRACT # 11	105 VERMONT	Tracts #11 – 15 are now currently AVAILABLE
TRACT # 12	109 VERMONT	
TRACT # 13	113 VERMONT	
TRACT # 14	105 HILLCREST CIRCLE	
TRACT # 15	109 HILLCREST CIRCLE	

Revised 7/1/13

AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Oswego, Labette County, Kansas, hereinafter referred to as (“City”), and _____, hereinafter referred to as (“Buyer(s)”).

NOW, THEREFORE, for and in consideration of the terms and covenants set forth in this Agreement, the parties hereto agree as follows:

I. SUBJECT OF AGREEMENT.

Subject to the terms and conditions set forth in this Agreement, City shall convey and Buyer(s) shall receive title to the real estate described on Exhibit A attached hereto and incorporated herein (the “Property”). Title to the Property shall be conveyed subject to rights of reversion to City, easements, restrictions, zoning ordinances, covenants, and rights of way of record.

II. CONSIDERATION.

For and in consideration of the transfer of the Property to Buyer(s), Buyer(s) represent(s), warrants, and agrees to the following terms and conditions:

1. Buyer(s) shall construct on the Property a single family residence the minimum floor area of which: for a one-floor structure, exclusive of basement, garages, open porches, terraces, patios and open areas, shall be no less than 1,250 square feet; and for a one and one-half or two story structure, exclusive of basement, garages, open porches, terraces, patios and open areas, shall be no less than 840 square feet on the ground floor with no less than 460 square feet on the second floor; which said residence shall not be a mobile home; which said residence must be on a full foundation, whether site-built or residential design manufactured home in design; and which said residence must further comply with all zoning, restrictions, covenants, and other building requirements for said Property and real property located within the City. Residence must be a minimum of 3 bedrooms, 2 bathrooms, with attached garage. (Approved Change 11-10-08: Roof must meet or exceed the residential design manufacture housing standard of a minimum vertical rise of 2.2 feet for each twelve feet of horizontal run.) (Approved Change 2-9-09: Minimum size width for attached garage is twelve feet, and in order to qualify and maintain the Neighborhood Revitalization Plan abatement and city utility credit incentive the home must comply with all requirements set out in the Free Land Policy, i.e. minimum three bedroom, attached garage, etc.)
2. Within six (6) months after the Property is conveyed to Buyer(s), Buyer(s) shall enter into a contract with a qualified construction company/contractor for the construction of the residence described in paragraph 1 above and shall provide proof of financing satisfactory to the City (to include lender, lender contact person and lender phone number.)
3. Buyer(s) shall complete the foundation or basement of the residence within (12) months after the date the Property is conveyed to the Buyer(s). Homes must be constructed on a foundation that has a crawl space or basement.

4. Buyer(s) shall have “substantially completed” the residence on the Property within eighteen (18) months after the date the Property is conveyed to the Buyer(s). “Substantially completed” is defined as the stage in progress in building the residence when the entire single family residence is sufficiently complete so that the Buyer(s) and his/her family can fully occupy and utilize the home for residential purposes, including, but not limited to completion of all plumbing, electrical and HVAC installation. All aspects of the Minimum Housing Standards of the Oswego City Code must have been met.

III. TITLE.

City will convey title to the Property to Buyer(s), free and clear of all liens, encumbrances, defects and burdens, except: easements, restrictions, and rights of reversion stated herein, and rights of way, by a special warranty deed to be delivered at “Closing”. Closing shall take place at Realty, Inc. on or before the 45th day after the full execution of this Agreement (the “Closing Date”).

IV. PROOF OF TITLE.

Buyer(s) shall obtain, at Buyer(s)’s sole cost and expense, at the time of the conveyance, a standard owner’s policy of title insurance from Realty, Inc., a licensed title company, P O Box 203, City of Oswego, Kansas 67356 in an amount not less than the cost of construction of the residence. The cost of such title insurance shall be paid by Buyer(s).

In the event Buyer(s) has valid objections to the marketability of the title to the Property, City may satisfy said valid objections or City may declare this Agreement null and void in which event Buyer(s) shall convey the Property to City by special warranty deed similar in form and content to that executed by City.

Buyer(s) hereby waives any and all claims, causes of action, and its right to recover any damages, costs, expenses or losses which result out of or are incurred by Buyer(s) in connection with this Agreement and/or the development, design, and construction of the residence on the Property.

V. PAYMENT OF EXPENSES.

City shall have no liability of any cost, fees, obligations, real estate taxes, or any other cost related hereto and all cost of including but not limited to financing, title insurance, closing, appraisals, mortgages and registration fees and any and all other costs related to this Agreement or the transfer of the property shall be paid by Buyer(s). Buyer(s) accepts this risk of paying all of said cost, even if City cannot deliver marketable title, as the benefit to Buyer(s) in potentially receiving the Property is significant.

VI. TAXES AND ASSESSMENTS.

City shall pay all taxes and assessments for the years prior to Closing, if applicable. Buyer(s) shall pay all taxes and assessments for years subsequent to Closing. Taxes and assessments for the year of Closing shall be paid by Buyer(s) and shall not be prorated.

VII. ASSIGNMENT.

Buyer(s) shall not sell, assign, or transfer this Agreement without first obtaining the written consent of City. Additionally, Buyer(s) shall not sell, transfer or convey the above described Property, while the reversionary interest of City exists, without first obtaining the written consent of City. If a Buyer(s) must sell the property due to change of job, change in family situation, etc. a recapture provision shall apply. The recapture provision shall require the Buyer(s) to repay a prorated amount of the set value of the lot if the Buyer(s) sells the Property within three years of taking title of the Property.

VIII. DEPOSIT

A \$500 deposit shall be paid to the City within fourteen (14) days of application approval. This deposit will be refunded to the Buyer(s) at the time of closing provided the Buyer(s) has complied with all terms of the contract. Failure to comply will result in forfeiture of the deposit.

IX. DEFAULT.

In the event Buyer(s) fails to comply with any term or warranty in this Agreement, then title to the Property shall immediately revert to City and this Agreement shall immediately become null and void, whereupon all rights of the Buyer(s) hereunder shall end all at the option of City. Buyer(s) specifically understands that should this Agreement be declared null and void and should a reversion of title to the Property occur, that Buyer(s) shall have no claim against City for any damages, cost, or claim for specific performance and the failure to comply with the terms of this Agreement shall be solely at the risk of Buyer(s) without liability or obligation on behalf of the City.

BUYER(S) HEREBY GRANTS TO THE MAYOR OF THE CITY OF OSWEGO POWER OF ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY REVEST TITLE TO THE PROPERTY IN THE CITY INCLUDING, BUT NOT LIMITED TO, THE RIGHT OF EXECUTE DEEDS, LIEN RELEASES, AND AFFIDAVITS.

X. RIGHTS OF REVERSION.

Title to the Property shall revert to City in the event Buyer(s) fails, in any respect, to comply with the terms and provisions of this Agreement including, but not limited to, the duties imposed upon Buyer(s) which duties arise subsequent to the date of transfer of the Property.

The reversionary interest shall be shown on the deed given to Buyer(s). City agrees to subordinate its reversionary interest to that of a lender providing Buyer(s) financing for the construction of the required residence on the above-described real estate. Such subordination shall be on terms and conditions deemed acceptable to City and lender.

XI. ALTERNATIVE TO REVERSION.

As an alternative to the reversion, if Buyer(s) acts in such a way as to cause a reversion, Buyer(s) shall have an option to purchase the lot for the full purchase price of \$3,000. (Approved change 11-10-08 from \$10,000 to \$3,000).

XII. INSURANCE

Builder's risk insurance must be provided by the Buyer(s) until the home has been qualified for occupancy and a homeowner's policy has been issued and maintained at a minimum of five years. A certificate of insurance and/or any cancellation notices of insurance must be provided to the City during the time of the reversionary period.

XIII. TIME.

Time and punctuality are hereby made of the essence of this Agreement.

XIV. CONDITION OF PROPERTY.

City makes no representations or warranties of any kind whatsoever, express or implied, regarding the condition of the Property or the condition of title to the Property (except as noted in the special warranty deed). Buyer(s) acknowledges that City has made no representations or warranties, express or implied, as to the condition of the Property or the condition of title to the Property. Buyer(s) is granted up to the day prior to the Closing Date the right to access the Property and have it inspected at Buyer(s)'s sole cost and expense. Any damages caused by said inspections shall be paid by Buyer(s).

Buyer(s) agrees that it will rely solely upon the results of any inspections it has conducted. Buyer(s) agrees that it is taking title to the Property in its "as is, where is" condition. In the event any inspection conducted by Buyer(s) reflects a condition which is unacceptable to Buyer(s), Buyer(s) shall have the right to terminate this Agreement at any time prior to the Closing in which event the parties will be relieved of any further right, duty or obligation set forth in this Agreement.

City makes no representations or warranties of any kind whatsoever, express or implied, relative to the inclusion or exclusion of the real estate described-above from a flood fringe area or flood-way area, as the same are defined by the Federal Emergency Management Agency (FEMA). Buyer(s) agrees to make any and all inquiries deemed appropriate or required in said regard, and further agree that the exclusion of the real estate described-above from said described areas is not a condition to the Closing of this Agreement.

XV. TERMS SURVIVE CLOSING.

All terms and conditions of this Agreement shall survive Closing, and be enforceable at law or equity.

XVI. ENTIRE AGREEMENT.

This Agreement and all exhibits hereto, if any, contain the entire understanding between parties and no other warranty, representations or agreements shall be binding upon the parties unless heretofore set forth in writing.

XVII. KANSAS LAW.

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Kansas.

XVIII. BINDING EFFECT.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

XIX. MISCELLANEOUS

Participation in this program shall not prohibit participation in any incentive program or other tax rebate program available from the City of Oswego.

It shall be the responsibility of the Buyer(s) to bring utilities from the city main to the dwelling for service.

The City Council of the City of Oswego, Kansas, reserves the right to determine any questions arising under this procedure and may from time to time make variances in the procedure as it deems appropriate; provided, however, the City shall not discriminate in any way administering this program.

It shall be the responsibility of the Buyer(s) to comply with all city ordinances and zoning regulations.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

City of Oswego

By: _____

Mayor

Attest: _____

City Clerk

Buyer(s)

State of Kansas)
)ss
Labette County)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a notary public in and for the county and state aforesaid came Murl T. Bringle, Mayor of the City of Oswego, and Cheri R. Peine, City Clerk of the City of Oswego, who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Appointment expires:

Notary Public

State of Kansas)
) ss
Labette County)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a notary public in and for the county and state aforesaid came _____, who is/are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Appointment Expires:

Notary Public

CITY OF OSWEGO
FREE BUILDING LOT APPLICATION

The building lots will be given by the City of Oswego for the purpose of providing an opportunity for the development of residential construction. It is the intent of the City of Oswego to offer incentives for new residential construction to families who will become permanent members of the community and contribute to its future development. Please complete the following information and mail to:

City of Oswego, P O Box 210, Oswego, Kansas 67356

If you have any questions, please call the City of Oswego at 620-795-4433.

I understand the requirements and restrictions and covenants that govern the free housing lots, and I am interested in applying for a free lot to build a site-built home or to erect a residential designed manufacture home.

I understand that lots will be given on a first come, first served basis.

I understand that upon review of my application I may be required to visit in person or by phone with the Oswego Housing Committee (OHC) and will be required to sign a Free Land Agreement if approved. OHC recommends that each applicant visit Oswego before signing a Free Land Agreement.

I understand that a \$500 deposit (to be refunded at closing) must be submitted to the City of Oswego within 14 days of application approval.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (home) _____ (work) _____

EMAIL _____

Property address you are interested in: (Identify as Tract I, II, etc.)

1) _____ 2) _____ 3) _____

Financial Information:

Lender (if any) _____

Lender Contact Person: _____

Lender Phone #: _____

Proposed Construction Start Date: _____ Finish Date: _____

My family size is: (circle one) 1 2 3 4 5 6 7 more _____

I will have ___ children under the age of 18 that will be enrolling in the Oswego Public School System.

I have ___ children not yet of school age.

Are you retired? _____

Will you need to secure employment in Oswego? _____

If no please explain source(s) for income _____

Will you be relocating or starting a business in Oswego? ___ yes ___ no If yes, what type of business? _____

Would you like information about assistance available for businesses? _____

Do you currently own a home? ___ yes ___ no

When would you plan to relocate to Oswego? _____

Will you need assistance in finding temporary lodging or housing? _____

If the free lots are no longer available, would you be interested in other property for sale or rent in the community? ___ yes ___ no

Please attach a detailed sketch or drawing of proposed dwelling per guidelines set forth within the packet of information you have received.

Please describe briefly your reasons for wanting to become a member of our community.

Exhibit "A"

The following described property:

is hereby known as (the Property).

The general location and/or street address of the Property is: