

**You are invited to attend two congregational meetings in October to consider the possible sale of a portion of our land on Old Sauk Road.**

In May 2016, the congregation voted to authorize the Land Stewardship Committee to explore and negotiate a potential sale of a portion of our church property, with final approval for any sale remaining with the congregation. Since then, members of the committee have communicated with developers interested in purchasing some of our property.

The Committee has recently approved a Letter of Intent with a potential buyer, which was then considered and approved by the Church Council.

The Letter of Intent has not yet been signed. Rather, the Church Council has decided to hold congregational meetings to discuss the proposed sale and authorize the signing of the Letter of Intent only if the congregation approves.

**On Sunday, October 15, following morning worship, there will be a special congregational meeting to discuss the potential sale.** The buyer will be present to answer questions about the contemplated development, which includes an intergenerational center and cottages targeted as senior housing. For a summary of the key terms of the proposed transaction, see the end of this email. **No vote will be taken during this meeting.**

**Following worship the next Sunday, October 22, there will be another congregational meeting, at which time the congregation will vote on the proposal.** At this meeting, the congregation will vote on whether to authorize the church to execute the Letter of Intent, and to enter into a Purchase Agreement consistent with the terms of the Letter of Intent. If the congregation approves a sale, we will hold a separate meeting after the closing (likely sometime next year) to consider how we would use the sale proceeds, consistent with our obligations to our mortgage lender.

We know that church members have many thoughts about the sale of church property and what it could mean for our future. Please join us at the information session following worship on October 15, and the congregational meeting to vote on the proposal following worship on October 22.

Sincerely,  
Elizabeth Fritz  
Moderator

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## **Summary of Terms**

- Buyer.** The buyer is Chapel View Investments LLC, a company formed specifically for this development. The managing member of Chapel View Investments is the president of Encore Homes, a local builder ([www.encorehomesinc.com](http://www.encorehomesinc.com)).
- Property subject to sale.** The church owns 18 acres at its current location. The proposed Letter of Intent specifies that the church will sell approximately 8 acres along the eastern portion of our property, which the buyer will develop along with an adjacent 16-acre parcel immediately to the east.

3. **Purchase price.** The buyer has offered \$80,000/acre for the church property, for a total sale price of approximately \$640,000.
4. **Timing.** A Purchase Agreement must be executed within 60 days of signing the Letter of Intent. Thereafter, there is a 180-day contingency period within which the closing should occur. The buyer can extend the contingency period for two 90-day periods.
5. **Development concept.** The buyer plans to build an intergenerational center and cottage community on the portion of the development bordering the church, with the remainder dedicated to single-family homes.
6. **Right to purchase.** Church members will have a right of first refusal to buy homes and cottages in the development.
7. **Pedestrian access.** The development will contain at least two easements allowing direct pedestrian access to our church property.
8. **Landscape screening.** The buyer will construct landscape screening on the eastern border of the church property.
9. **Sewer and septic.** The buyer will pay all costs for construction and connection to the City sewer, as well as all costs for removal of our current septic system.
10. **Curbs/gutters/sidewalk improvements.** The buyer will pay the costs for these improvements on our current church property, to the extent the City requires the improvements as a condition of subdividing our lot.
11. **Property taxes.** In the event that the church's property taxes in 2018 increase by more than \$100 as a result of the sale, the buyer will pay for the increase.
12. **Government approvals.** The buyer will pay all costs for government approvals.
13. **Transaction costs.** The buyer will pay all closing costs with the exception of church attorney fees and title costs.
14. **Contingencies.** The sale is contingent on the buyer obtaining necessary approvals for the development and other standard contingencies such as an environmental audit. The buyer must also enter into a purchase agreement with the owner of the property directly east of the church.