



# Community Redevelopment Authority (CRA)

**Wednesday, February 14, 2018  
Regular Meeting**

## **Item J1**

### **Primus - Redevelopment Proposal**

Staff Contact: Chad Nabity

November 22, 2017



Grand Island Community Redevelopment Authority—CRA  
Attention: Chad Nability, AICP  
Director  
100 E 1<sup>st</sup> Street  
Grand Island, NE 68802

## **Development Proposal for Ron's Transmission Property**

Location: 604 and 612 W 3<sup>rd</sup> Street, Grand Island Nebraska

Legal Description: 604 and 612 W 3<sup>rd</sup> Street in Grand Island, Nebraska

Lots Seven (7) and Eight (8), Block Sixty (60) Grand Island Original Town, two 66 x 132 foot lots in the City of Grand Island, Hall County, Nebraska.

Planning

Architectural  
Design

Real Estate Development

Interior  
Design

Construction

### **I. Description of Intended Use**

Our plan is to design and construct a General Dentist's office at the location. The location will be custom built for a dentist with a strong desire to serve the community of Grand Island. This dental practice will serve the entire community of Grand Island as well as patients that will be drawn to Grand Island from surrounding areas because of the practice's willingness to serve Medicaid patients. Currently in Grand Island there are no dentists, we are aware of, who service this population of patients. Our proposed use of this property should create 4 to 5 full time job opportunities within six months of completion of the building and has the potential to create as many as 15 full time job opportunities as the practice grows within the community.

A dental practice is a very stable business that will provide an anchor to the downtown business community as well as drive increased traffic to surrounding downtown businesses.

### **II. Site Plan Development**

31 We have created an initial site plan using 3D rendering software to reflect the design of the structure as well as the exterior building materials to be used in the construction of the exterior. The building location as well as the parking lot accurately reflect our intentions. At this time the landscaping is for representation purposes only. When it comes time to put the landscape design together we will work closely with the City of Grand Island to insure the landscaping plans reflect all city requirements and fit well into the surrounding community. See below

### **III. Building Elevations**

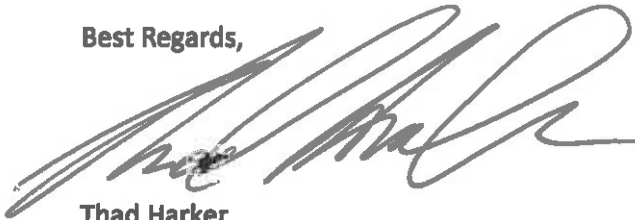
See below—exterior finishes: brick, stone ledge, TPO flat roof, aluminum storefront windows and overhang, EIFS or Hardy plank siding accents

### **VI. Bid**

This Dental Practice is what the industry refers to as a "startup". This is a younger doctor who is going out on their own for the first time and opening a new practice. The doctor also has an enthusiastic commitment to helping all types of patients with their dental needs. One of the things that make doctors like this special is their desire to treat all patients, including the underserved patient community. This dental practice will not only create jobs intrinsically it will also strengthen other businesses in the City of Grand Island.

A startup will also only qualify for a certain amount of financing from banks that specialize in financing startup dentists. While financing will not be a problem (our build to suit program will insure the project moves forward) we do want to keep costs low as the doctor begins to build this practice in Grand Island. Due to these facts we are offering you \$1 to purchase the site and would like to be made aware of any tax abatement or TIF options that might be available.

Best Regards,

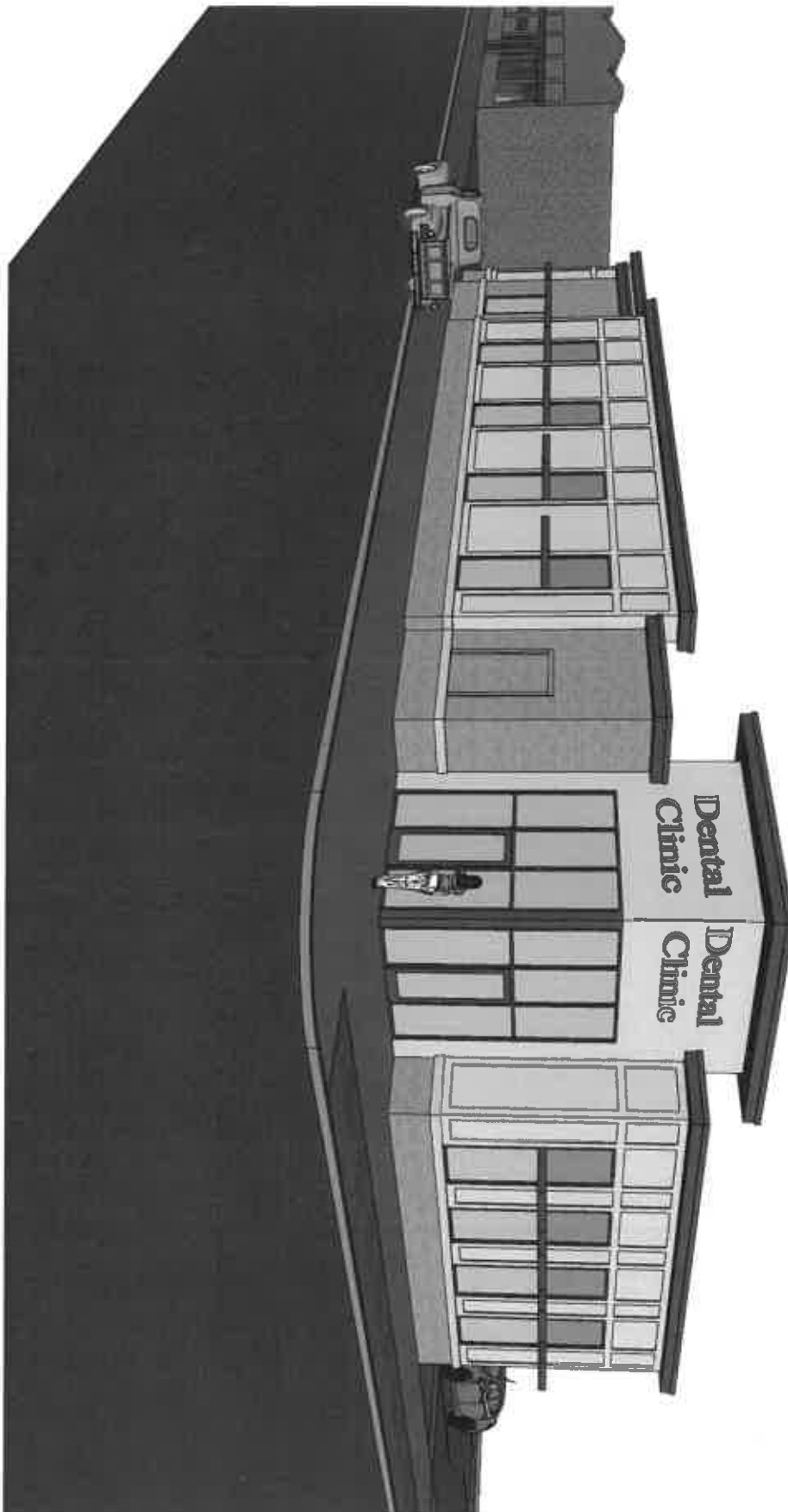


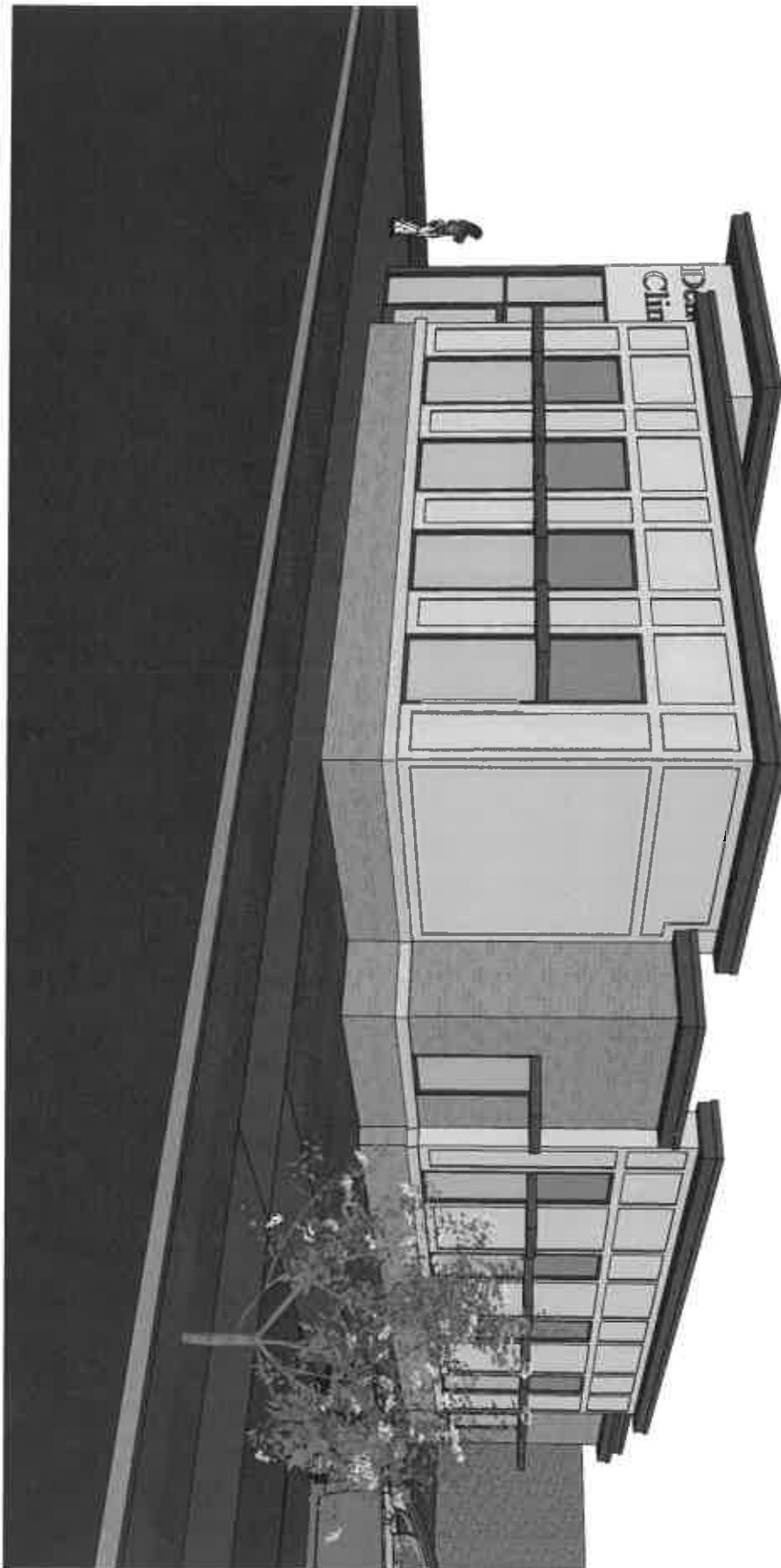
Thad Harker  
Project Advisor  
Primus Dental  
319.361.5424

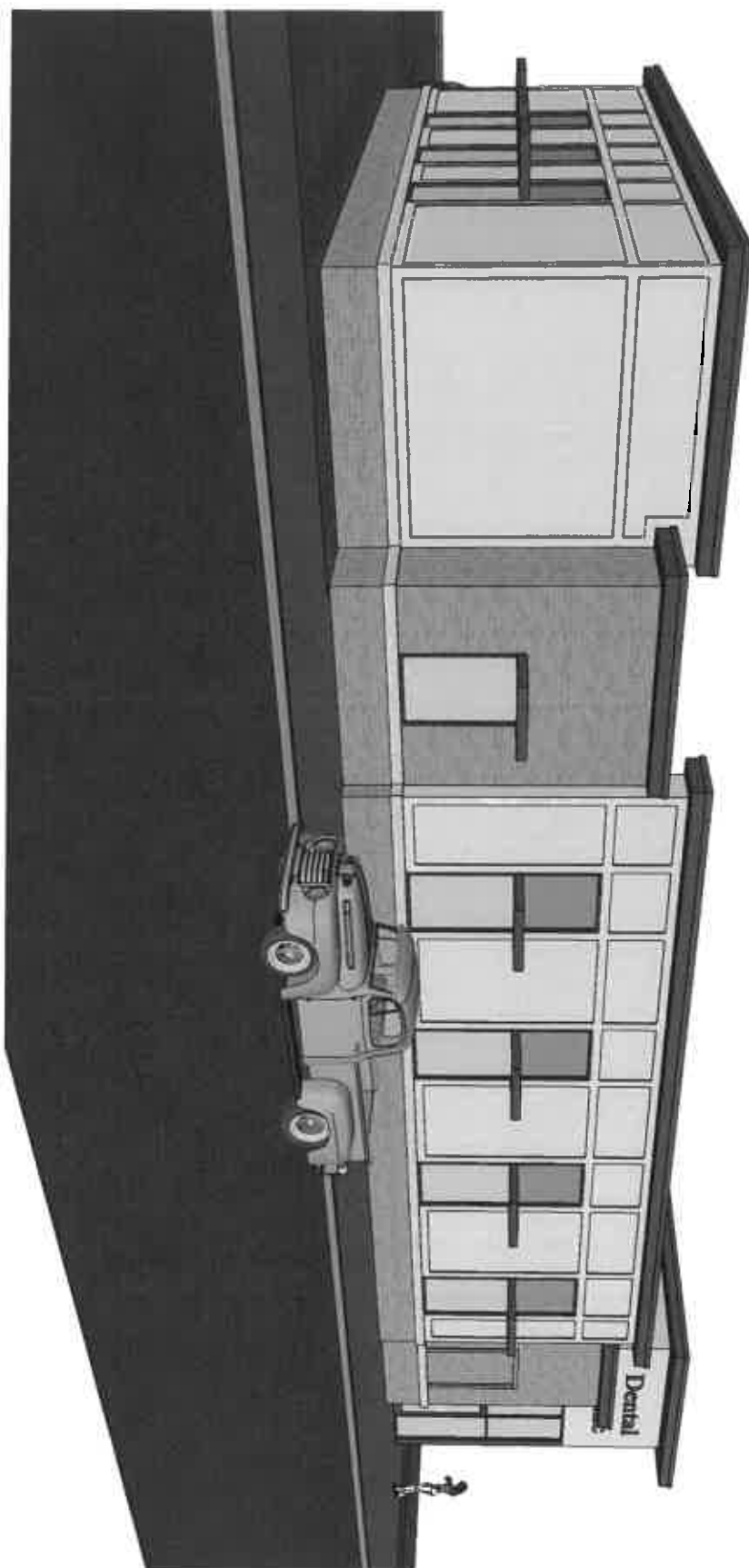
Accepted: \_\_\_\_\_

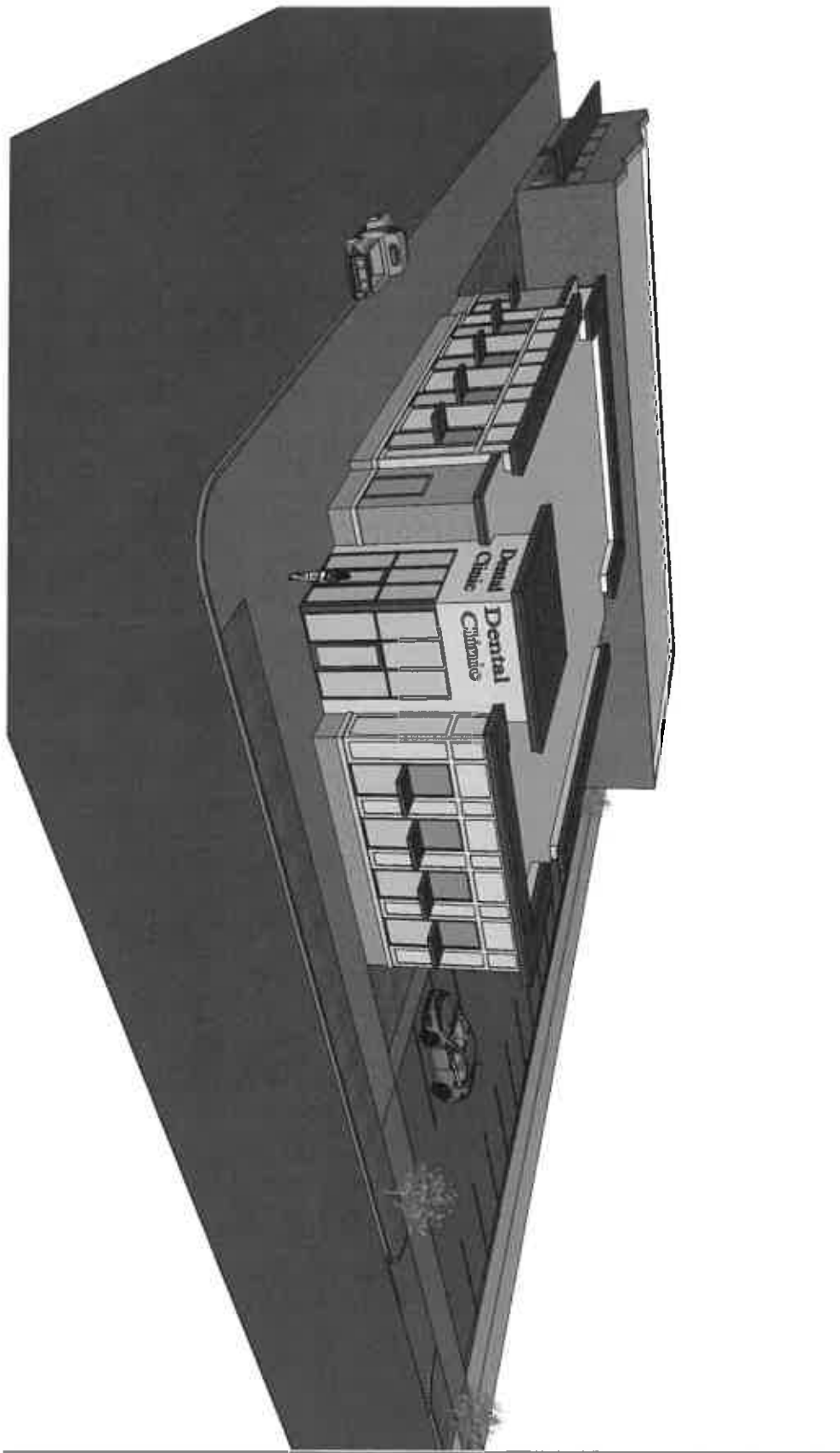
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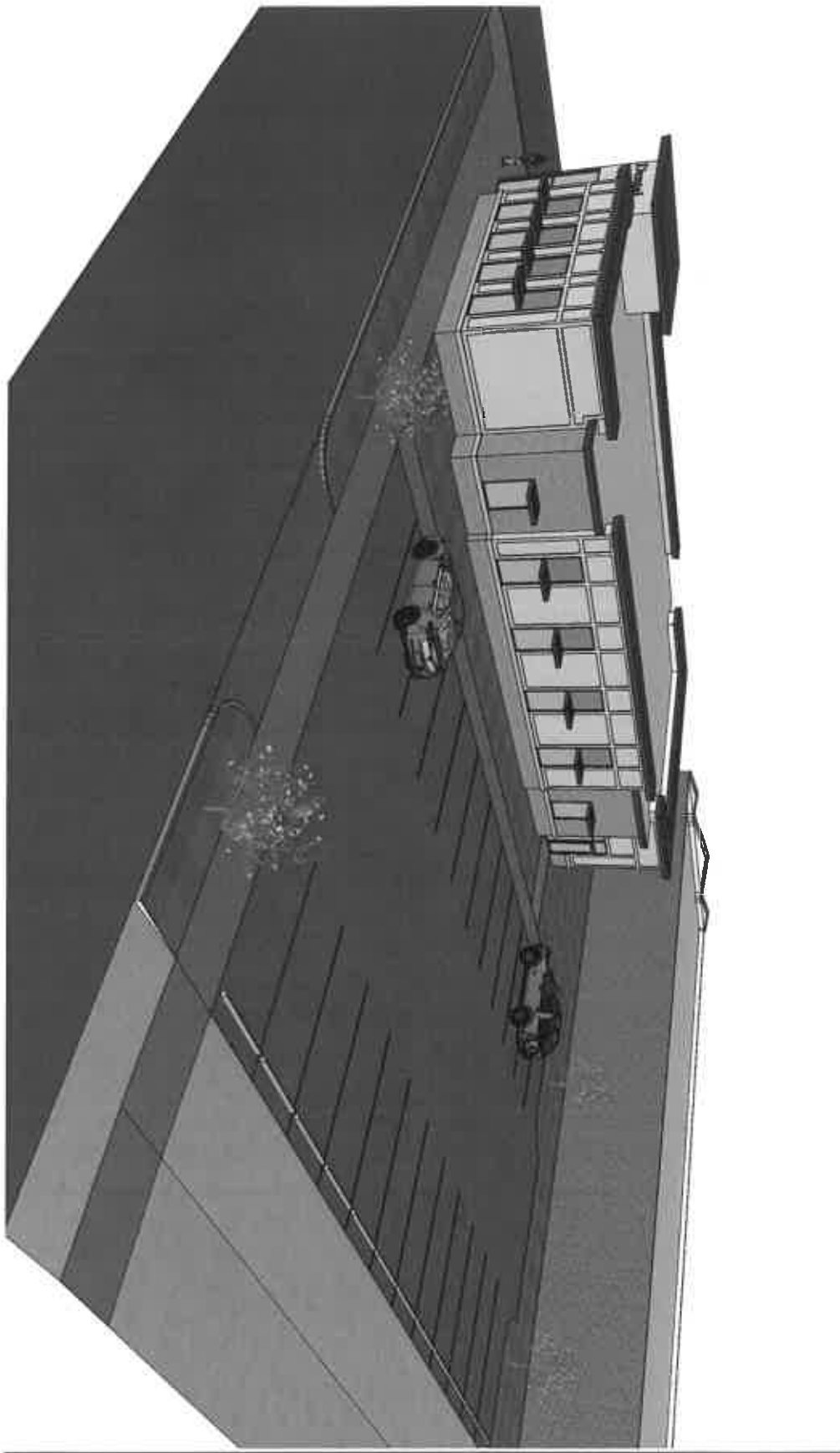
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**COMMUNITY REDEVELOPMENT AUTHORITY  
GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 266**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PERTAINING TO THE SALE OF REAL ESTATE AND TO PROVIDE THE TERMS THEREOF.

WHEREAS, the CRA has acquired a tract of land known as 604 and 612 W. Third Street, Grand Island, Nebraska, as a part of its activities in Redevelopment Area #1; and

WHEREAS, the public has been invited to submit offers for the purchase of the tract; and

WHEREAS, the most responsible offer submitted was that of Primus Companies, Inc.; and

WHEREAS, The CRA intends to enter into a purchase agreement that is conditioned upon the buyer meeting standards to be included in the purchase agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA that:

1. The offer of Primus Companies, Inc. to purchase the tract of real estate described as:

Lot Seven (7) and Lot Eight (8), Block Sixty (60), Original Town,  
now City of Grand Island, Hall County, Nebraska

for the amount of \$1 and completion of conditions in the purchase agreement is hereby accepted.

2. The director is hereby authorized to cause an agreement to be prepared setting out the standard terms for sale and purchase of real estate and the chairperson and the director are hereby authorized to proceed with execution of all documents necessary for the sale and conveyance of the above described real estate.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA

By \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Director

## **AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE**

### **KNOW ALL MEN BY THESE PRESENTS:**

The undersigned Seller hereby sells to the undersigned Buyer, the following-described real estate for the price and upon the terms and conditions herein set forth, and the undersigned Buyer hereby accepts said terms and conditions, agrees to pay the purchase price, and to perform the obligations of Buyer hereunder.

1. The Seller is: Community Redevelopment Authority of the City of Grand Island, Nebraska. P.O. Box 1968, Grand Island, NE 68802-1968. The telephone number is (308) 385-5240.
2. The Buyer is: Primus Companies, Inc., An Iowa Corporation, Inc., 401 8<sup>th</sup> Avenue SE, Cedar Rapids, IA 52401. The telephone number is (319) 393-4831, extension 303.
3. The legal description of the Real Estate is:

Lot Seven (7) and Lot Eight (8), Block Sixty (60), Original Town,  
now City of Grand Island, Hall County, Nebraska.
4. The Consideration to the Seller for the conveyance of the Real Estate to the Buyer is that the following Terms and Conditions shall be performed by the Buyer within 15 months from the date of the closing and delivery of the Special Warranty Deed from Seller to Buyer:
  - A. Primus Companies will build a new ground up construction dental office;
  - B. The new construction will be 4,000 square feet at minimum;
  - C. The new construction will be built specifically for a dental office;
  - D. Landscaping requirements will meet or exceed the City of Grand Island standards;
  - E. Parking lot spaces, design, and lighting will meet or exceed the City of Grand Island standards;
  - F. Exterior construction materials will be a combination of masonry, architectural accent materials, aluminum storefront windows (Exhibit A);
  - G. Roof will be constructed using a flat roof (Exhibit B).

The Terms and Conditions stated above shall create in the Buyer an Estate in Fee Simple subject to a Condition Subsequent as referenced in Section §76-107 R.R.S. 2009. If the Terms and Conditions stated above are not met by the Buyer, the Seller may exercise the power to terminate the Buyer's ownership interest in the above described Real Estate.

5. Buyer shall be entitled to take possession of the premises upon the closing of this transaction and the closing shall be on or before June 15, 2018, which is herein called the closing date. Closing shall take place at the office of Grand Island Abstract Company, 704 W 3rd Street, Grand Island, NE 68801. The fees charged by Grand Island Abstract Company to close this transaction shall be divided equally between Seller and Buyer.

6. Seller shall procure a title insurance commitment issued by a title insurance company authorized to transact business in the state of Nebraska which shall show marketable title to the premises to be vested in the Seller subject only to easements, reservations and restrictive covenants of record. If the title insurance commitment shows title defects, Seller shall have a reasonable time to cure the defects if such can be cured. If said defects cannot be cured within a reasonable time, Buyer may elect to rescind this agreement and receive back its earnest money or waive the defects and proceed to closing.

The cost of the owner's title insurance policy shall be divided equally between the parties.

7. The real estate taxes for 2017 and all prior years shall be paid by the Seller. Real Estate taxes for 2018 shall be prorated between Seller and Buyer to the date of closing.

8. The documentary tax, if any, shall be paid by the Seller.

9. Upon the closing, Seller shall convey the real estate to Buyer by Special Warranty Deed, free and clear of all liens, tenancies and encumbrances except easements, reservations and restrictive covenants of record; provided that the Special Warranty Deed shall contain language that if the Grantee fails to keep and perform the provisions of the Terms and Conditions of this Agreement for Sale and Purchase of Real Estate as above set forth, then in that case the Grantor shall have the power to exercise termination of the Grantees Deed causing the Real Estate above described to revert to Grantor.

10. Buyer acknowledges that its agent or other officer has inspected the Real Estate and accepts sale of the Real Estate and improvements "as is" and does not rely upon any representations made by or on behalf of Seller as to the condition of the Real Estate or its boundaries. Seller disclaims all warranties with respect to the sale of the Real Estate to Buyer under the terms of this Agreement. Buyer acknowledges that the real estate consists of an unimproved commercial lot.

11. The premises consist of vacant building lots. Risk of loss occurring on the premises prior to closing shall rest with the Seller and risk of loss occurring after the closing shall rest with the Buyer.

12. Seller and Buyer each agree that time is an essential element of this agreement.

13. If either Seller or Buyer breaches this agreement, then that nonbreaching party shall be entitled to all remedies available at law and in equity for the performance of this agreement or for damages.

14. All covenants and conditions herein contained shall extend to and be obligatory upon the parties hereto, the successors and assigns of the Seller and the successors and assigns of the Buyer.

15. Contingencies:

- A. Within ninety (90) days from the date of this Agreement ("Contingency Period"), Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the property to perform inspections, examinations, surveys, and testing (structural, engineering, environmental, ect.) to determine, in Buyer's sole discretion if the property is suitable for Buyer's intended use. Buyer, its agents or representatives, at Buyer's expense shall seek to obtain the necessary City approvals (including, but not limited to, zoning, site plan approval, and building permits). If, prior to the end of the Contingency Period, Buyer in its' sole discretion for any of the above reasons or no reason whatsoever, determines that the property is unsuitable and provides written notice to the Seller, then this Agreement shall terminate.
- B. The purchase of this Real Estate is subject to Buyer obtaining a signed Lease Agreement for the to-be-built office for \_\_\_\_\_. This Lease Agreement shall be executed no later than April 30, 2018. In the event an agreement to lease the property is not reached, Buyer shall be under no obligation to proceed and this Agreement shall terminate.

EXECUTED THIS \_\_\_\_ day of \_\_\_\_\_, 2018.

SELLER

Community Redevelopment Authority of The City of Grand Island, Nebraska

By \_\_\_\_\_  
Tom Gdowski, President

BUYER

Primus Companies, Inc., An Iowa Corporation

By \_\_\_\_\_  
Jason Drewelow, Vice President

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF HALL        )

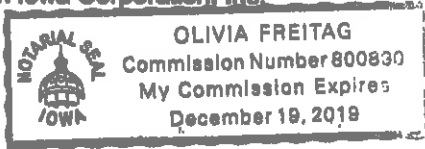
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Tom Gdowski, President of the Community Redevelopment

Authority of the City of Grand Island, Nebraska, on behalf of said Community Redevelopment Authority.

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF Linn            )

\_\_\_\_\_  
Notary Public

The foregoing instrument was acknowledged before me this 8 day of February, 2018, by Jason Drenth Vice President of Primus Companies, An Iowa Corporation, Inc.



*Olivia Freitag*  
Notary Public