



City of Grand Island

Tuesday, June 28, 2005

Council Session

Item F2

**#8983 - Consideration of Conveyance of Property Located at 4949
Juergen Road, Lot 11, Platte Valley Industrial Park 3rd
Subdivision**

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney
Gary Mader, Utilities Director

Meeting: June 28, 2005

Subject: Conveyance of 4949 Juergen Road, Lot 11, Platte Valley Industrial Park Third Subdivision

Item #'s: F-2 & G-12

Presenter(s): Douglas R. Walker, City Attorney
Gary Mader, Utilities Director

Background

Grand Island's electric utility purchased real estate along the east side of Highway 281 and south of the Hall County Park for development of an industrial park several years ago. Over the last several years lots have been sold to businesses to locate new facilities. The City of Grand Island has received an offer to purchase Lot 11 in Platte Valley Industrial Park Third Subdivision from BM&M, L.L.C.

Discussion

BM&M, L.L.C. has agreed to purchase Lot 11 in Platte Valley Industrial Park Third Subdivision for the asking price of \$206,400.00. BM&M, L.L.C. currently operates a construction equipment business in Grand Island known as Road Builders Machinery and Supply. They are interested in relocating to this site where they will be constructing a new building for the use of their business.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve the purchase agreement for the sale of this real estate.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the sale of Lot 11, Platte Valley Industrial Park Third Subdivision to BM&M, L.L.C. for the asking price of \$206,400.00.

Sample Motion

Motion to approve the sale of Lot 11, Platte Valley Industrial Park Third Subdivision.



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



PURCHASE AGREEMENT

WOODS BROS. REALTY INC. GRAND ISLAND, NE

June 22, 2005

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

ADDRESS: 4949 JUERGEN RD., GRAND ISLAND, NE.

LEGAL DESCRIPTION: LOT 11, PLATTE VALLEY INDUSTRIAL PARK 3rd SUBDIVISION, TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring marketability. Title insurance will be ordered through Grand Island Abstract, Escrow and Title Co. The cost of title insurance for this sale shall be equally divided between Buyer and Seller. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If the title defects are not cured within a such time period, the Buyer may declare this Agreement null and void and the earnest money shall be refunded. Seller agrees to convey marketable title to Buyer by WARRANTY DEED free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now on record. Special assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority, levied, assessed or not yet assessed as of the date of closing shall be paid by Seller. The documentary stamp tax shall be paid by the Seller. This Offer is contingent on the above described property not requiring flood insurance. If the property does require flood insurance, the Buyer will have the option of declaring this contract Null and Void with a full refund of the Earnest Deposit to the Buyer.

Buyer agrees to pay: TWO HUNDRED SIX THOUSAND FOUR HUNDRED, (\$206,400.00) DOLLARS, on the following terms: an earnest money deposit of TWENTY THOUSAND FOUR HUNDRED SIXTY (\$20,460.00) DOLLARS at this time as shown by the receipt herein. If paid by check, it will be cashed. The earnest money deposit will be transferred to the Listing Broker on acceptance, if the Selling Broker is other than the Listing Broker. All monies shall be deposited in a Trust Account, to be held until the time of closing or until transferred to an escrow agent by agreement of Buyer and Seller; balance to be paid as shown in the following Paragraphs:

ALL CASH Balance of \$183,960.00 shall be paid in GOOD FUNDS (per LB-1275) at time of delivery of deed, no financing being required.

1. EARNEST DEPOSIT OF \$20,460.00 WILL BE DEPOSITED INTO WOODS BROS. TRUST ACCOUNT WITHIN 5 BUSINESS DAYS OF THE ACCEPTANCE OF THIS OFFER. THE CITY OF GRAND ISLAND AGREES TO PAY WOODS BROS. REALTY A COMMISSION OF 5% OF THE SELLING PRICE UPON THE CLOSING OF THIS SALE. SELLING PRICE DOES NOT INCLUDE ANY LANDSCAPING ALLOWANCE TO THE BUYER.

2. Real Estate Taxes: Seller shall pay all taxes to and including 2005. Taxes for the calendar year 2006, together with interest, rents, and homeowner's association dues, if any, shall be prorated to date of possession. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.

3. Possession and Closing: Closing of the sale shall be on or before 13th day of JANUARY, 2006. Possession of the property shall be given to the Buyer at CLOSING. This agreement shall in no manner be construed to convey Property or to give any right of possession.

4. Rescission, Termination or Default: If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this agreement is rescinded or terminated by either party without fault as allowed hereby, each party shall bear his or her costs and the earnest money shall be refunded.

5. Escrow Closing: Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to the Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Buyer agrees to request an insured closing letter for the benefit of Buyer and Seller. Cost, if any, shall be split equally. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this agreement have been satisfied, performed and met. Buyers request that Grand Island Abstract, Escrow and Title Co. be the Escrow Closing company. Closing charges shall divided equally between Buyers and Sellers.

6. Counterparts and Fax Transmission: This agreement may be executed in one or more counterpart, each of which is deemed to be an original hereof, and all of which shall together constitute on and the same instrument. The facsimile transmission of a signed copy hereof or any counter offer to the other party or his/her agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or his/her agent.

7. Entire Agreement: This document contains the entire agreement of the parties and supersedes all prior agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This agreement may be modified only by a writing signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statement of the real estate agent or broker which are not hereto expressed. Time is of the essence in this agreement.

8. Acceptance Date: This offer shall expire JUNE 30, 2005 at 5:00 o'clock P.M. (hour at the office of the Seller's Agent) and be automatically null and void unless prior to the time of expiration, Seller's written acceptance is delivered to the Buyer or the office of the Buyer's limited agent or his or her designated broker.

BUYER: [Signature] June 22, 2005

ADDRESS: 4115 S. 90TH CITY: OMAHA NEBRASKA, 68127 PHONE: 402-331-9200
BUYERS' Limited Agent is Gregory D. Roberts (agent) of WOODS BROS. Realty

RECEIPT FOR EARNEST MONEY

NAMES FOR DEED: B.M AND M. LLC.

RECEIVED FROM: the sum of SEE PARAGRAPH #1 DOLLARS (by Check) to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or if there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded. WOODS BROS. REALTY INC. REALTORS BY: _____

ACCEPTANCE

Seller accepts this agreement on the terms stated and agrees to convey title to Property, deliver possession, and perform all the terms and conditions set forth.

SELLER: _____ DATE: _____

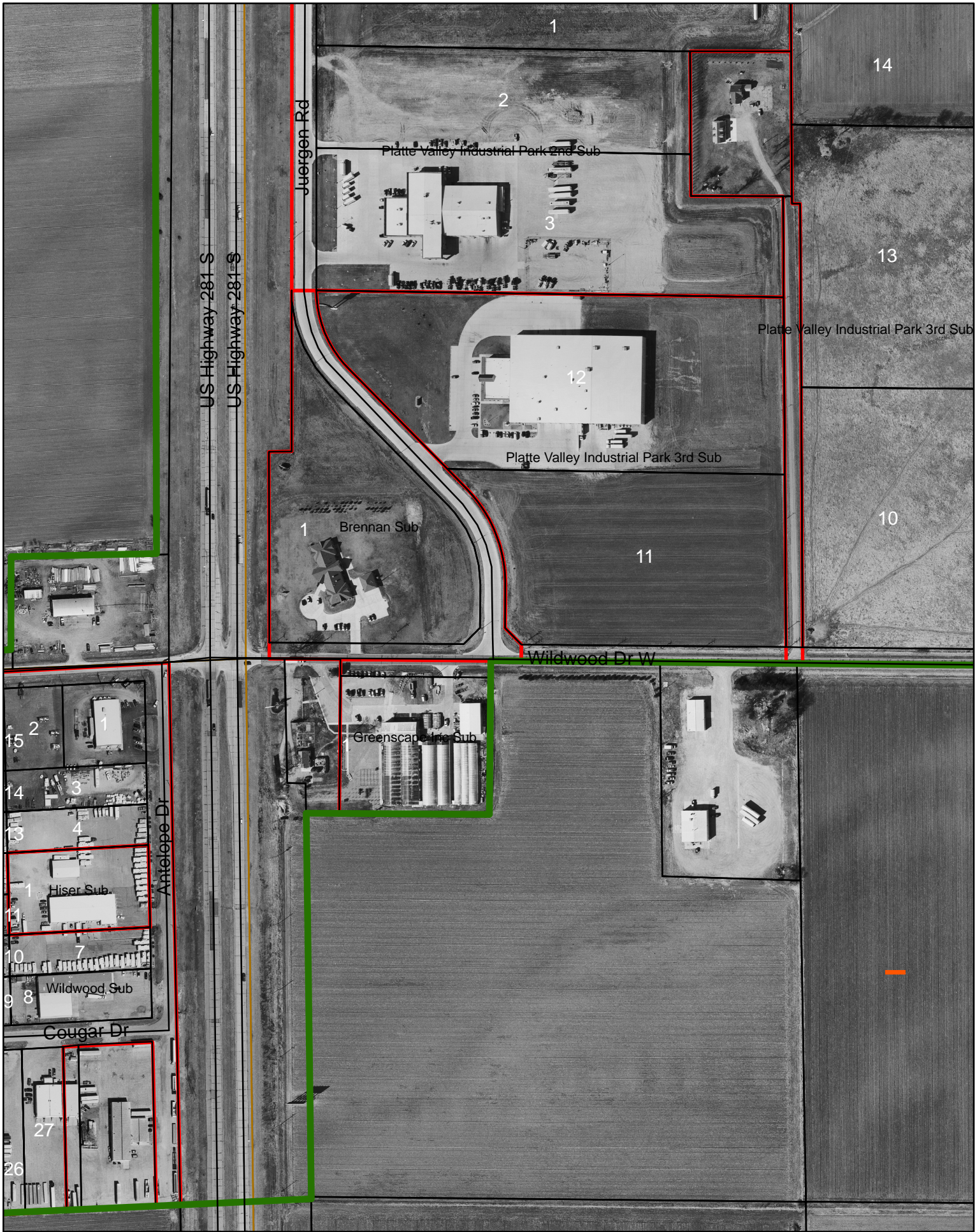
RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Seller acknowledges receipt of executed copy of this agreement.

SELLER: _____ Date: _____

Buyer acknowledges receipt of executed copy of the agreement.

BUYER: _____ Date: _____



Juergeren Rd

US Highway 281 S

US Highway 281 S

Platte Valley Industrial Park 2nd Sub

Platte Valley Industrial Park 3rd Sub

Platte Valley Industrial Park 3rd Sub

Brennan Sub

Greenscape Inc Sub

Hiser Sub

Wildwood Sub

Cougar Dr

Wildwood Dr W

1

2

3

12

1

11

14

13

10

15

14

13

11

10

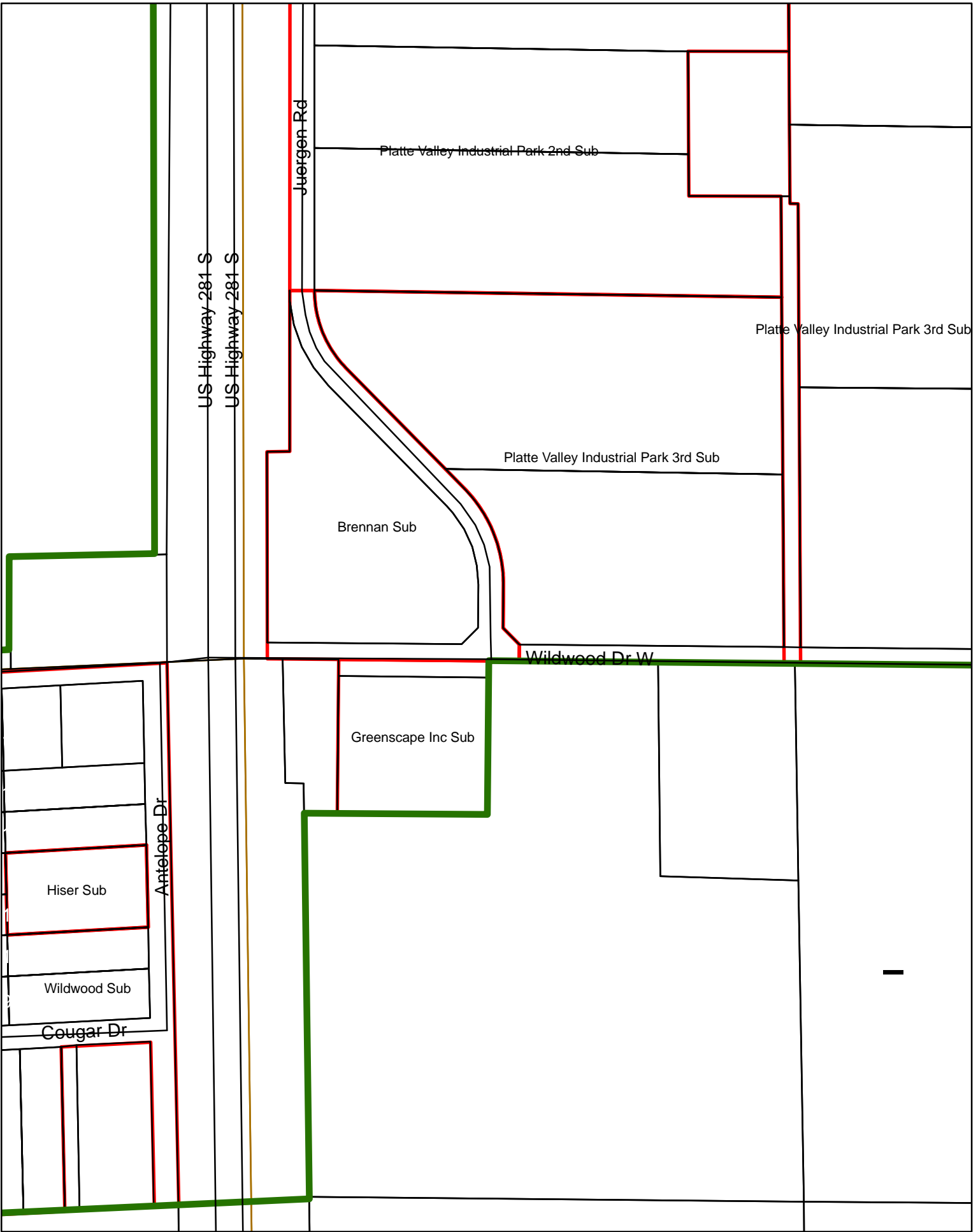
9

8

27

26

Antelope Dr



Juergen Rd

Platte Valley Industrial Park 2nd Sub

US Highway 281 S

US Highway 281 S

Platte Valley Industrial Park 3rd Sub

Platte Valley Industrial Park 3rd Sub

Brennan Sub

Wildwood Dr W

Greenscape Inc Sub

Hiser Sub

Antelope Dr

Wildwood Sub

Cougar Dr

ORDINANCE NO. 8983

An ordinance directing and authorizing the conveyance of property to B.M. and M. L.L.C., a limited liability company; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The conveyance to B.M. and M. L.L.C., a limited liability company, of a tract of land comprising of Lot Eleven (11), Platte Valley Industrial Park Third Subdivision in the City of Grand Island, Hall County, Nebraska; such tract commonly known as 4949 Juergen Road.

SECTION 2. The consideration for such conveyance shall be Two Hundred Six Thousand Four Hundred Dollars. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of a Purchase Agreement between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 6. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island

ORDINANCE NO. 8983 (Cont.)

equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 7. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to B.M. and M. L.L.C., a limited liability company, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 8. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: June 28, 2005.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk