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PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

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After recording return to: Gabby Menard, Economic Development, City of Sioux City, Iowa,
P.O. Box 447, Sioux City, Iowa 51101

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
(413 PIERCE STREET, LLC AND MOTOR MART, LLC AND HISTORICAL HOSPITAL,
LLC)

BY AND AMONG

THE CITY OF SIOUX CITY, IOWA

AND

413 PIERCE STREET, LLC AND MOTOR MART, LLC AND HISTORICAL HOSPITAL,
LLC

GRANTOR:

413 PIERCE STREET, LLC AND MOTOR MART, LLC AND HISTORICAL HOSPITAL,
LLC

GRANTEE:

CITY OF SIOUX CITY, IOWA

LEGAL DESCRIPTION: EXHIBIT O

STATE OF IOWA

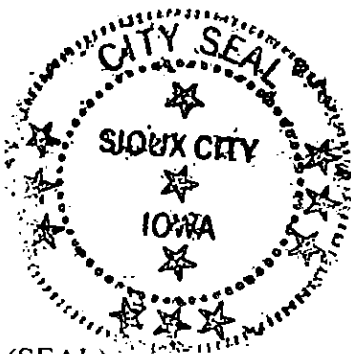
Woodbury County

CITY OF SIOUX CITY


Office of the City Clerk

I, Lisa L. McCardle, City Clerk of the City of Sioux City and City Clerk of the City Council thereof, and as such, having charge of and in my possession, all the records and documents pertaining to said office now remaining therein, do hereby certify that it appears from such records that the foregoing is a true and correct copy of the Resolution 2018-0894 adopted by the City Council of the City on the 5th day of November 2018 upon the call of yeas and nays thereof duly had and recorded.

Dated at Sioux City, Iowa this 15th day of January 2019.



(SEAL)



LISA L. McCARDLE
CITY CLERK

RESOLUTION NO. 2018 - 0894
with attachments

RESOLUTION ACCEPTING THE PROPOSAL OF MOTOR MART, LLC FOR THE PURCHASE OF CERTAIN LAND IN THE COMBINED CENTRAL SIOUX CITY - CBD URBAN RENEWAL AREA, AND AUTHORIZING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND A SECOND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT (THE NORTH ½ OF THE VACATED NORTH/SOUTH ALLEY AND WEST ½ OF THE VACATED EAST/WEST ALLEY ADJACENT TO 520 NEBRASKA STREET)

WHEREAS, in furtherance of the objectives of Chapter 403 of the Code of Iowa, the City of Sioux City, Iowa, has undertaken a program of redevelopment of blighted areas in the City, and in this connection has instituted the Combined Central Sioux City - CBD Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes the City to invite proposals from all interested parties for the purchase of land in an urban renewal area by publishing public notice of its intent to receive and accept any such proposal; and

WHEREAS, Motor Mart, LLC has submitted a proposal to the City for the purchase of the following described property in the Combined Central Sioux City - CBD Urban Renewal Area:

All that part of the vacated east/west alley located adjacent to Lots 3 and 4, and the vacated north/south alley located adjacent to Lots 1 - 3 and 10 - 12, Block 11 of Sioux City East Addition in the County of Woodbury and State of Iowa, excluding the alley intersection thereof. Containing 4,800 square feet, more or less;

WHEREAS, pursuant to Resolution No. 2018-0774 passed and approved by the City Council on September 24, 2018, the City indicated its intent to accept said proposal of Motor Mart, LLC, established a date and time for the submission of proposals by other interested parties, established a date and time for a hearing accepting such proposals, and authorized the publication of notice of such invitation, intent and hearing; and

WHEREAS, the City Council evaluated all timely proposals, taking into account such factors as it considers appropriate, including but not limited to, the following:

Quality of the Proposed Development:

- (1) The total cost of the proposed project.
- (2) The types of materials to be used in the construction of the project.
- (3) Overall project amenities.

Economic Feasibility of the Proposed Development:

- (1) The economic return to the City provided by the proposed development, including but not limited to, the amount of revenue generated for the City, the property and sales taxes to be generated, the number of jobs provided, and the encouragement of related development in the area.

- (2) The ability of the prospective developer to finance and timely complete the project as proposed, including any contingencies on such performance.
- (3) The financial impact of the proposed development upon the City's operating budget and capital improvement plan, particularly as it related to the construction and maintenance of any required public improvements; and

WHEREAS, a hearing was held on the proposals so submitted and the City Council being fully advised in the premises is of the opinion and belief that it would be in the best interests of the City to accept the proposal of Motor Mart, LLC for the purchase of said property and that accepting such proposal is in the public interests; and

WHEREAS, a Second Amendment to Development Agreement and a Second Amendment to Minimum Assessment Agreement have been prepared for the purchase of said property pursuant to the terms of said proposal and should be approved as to form and content.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Second Amendment to Development Agreement and Second Amendment to Minimum Assessment Agreement attached hereto providing for the sale of said property to Motor Mart, LLC is hereby approved as to form and content and the Mayor and City Clerk be and they are hereby authorized and directed to execute same along with all necessary exhibits to said Second Amendment to Development Agreement and said Second Amendment to Minimum Assessment Agreement for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that upon receipt of the consideration fixed in said Second Amendment to Development Agreement and the costs incurred in this sale that the Second Amendment to Development Agreement and Second Amendment to Minimum Assessment Agreement be delivered to Motor Mart, LLC.

PASSED AND APPROVED: November 5, 2018



Robert E. Scott, Mayor

ATTEST: 

Lisa L. McCardle, City Clerk

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
(413 PIERCE STREET, LLC AND MOTOR MART, LLC AND HISTORIC HOSPITAL, LLC)**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT made on this 5 day of November 2018, by and between the City of Sioux City, Iowa, an Iowa municipal corporation, (hereinafter referred to as "City") and 413 Pierce Street, LLC, Motor Mart, LLC, and Historic Hospital, LLC (hereinafter collectively referred to as "Developer").

RECITALS

WHEREAS, on December 18, 2017, the City and the Developer entered into a Development Agreement for the development of property located at 520 Nebraska Street, Sioux City, Iowa 51101, 413 Pierce Street, Sioux City, Iowa 51101, and 2825 Douglas Street, Sioux City, Iowa 51101 which Development Agreement was recorded on December 20, 2017 at Roll 756, Images 5493-5642 and on January 5, 2018 at Roll 756, Images 8083-8231 in the Woodbury County, Iowa Auditor and Recorder's Office; and

WHEREAS, on February 5, 2018, said Development Agreement was amended to correct an error discovered in the legal description for the property located at 520 Nebraska Street, Sioux City, Iowa, 51101 which First Amendment to Development Agreement was recorded on February 20, 2018 at Roll 757, Images 3689-3698 in the Woodbury County, Iowa Auditor and Recorder's Office; and

WHEREAS, during the redevelopment of the Development Property located at 520 Nebraska Street, Sioux City, Iowa, 51101, it was determined that the north half of the north-south alley and the west half of the east-west alley adjacent to the Development Property must be vacated and sold to the Developer to allow the redevelopment project to meet certain requirements of the most recent version of the Mechanical Code; and

WHEREAS, the alleys, referenced in this Amendment and legally described herein, were vacated by the City Council on August 27, 2018 via Ordinance No. 2018-0706; and

WHEREAS, the City Council believes it is in the best interest of the City to convey said vacated alleys to the Developer to assist with said redevelopment project at a cost of \$1.00; and

WHEREAS, both parties wish to amend said Development Agreement and all necessary exhibits thereto to allow said vacated alleys to be conveyed to the Developer.

NOW, THEREFORE, IT IS AGREED that the Development Agreement is amended as follows:

1. Article VII., is hereby amended to read as follows:

Article VII., Reserved-Vacated Alleys

Section 7.1. Vacated Alleys. The City agrees to sell, and the Developer agrees to purchase, the vacated alleys legally described in Exhibit O.

Section 7.2. Purchase Price. Subject to all of the terms, covenants and conditions of this Agreement, the City will sell the Vacated Alleys, as described in Exhibit O, to the Developer, and the Developer will purchase the Vacated Alleys

from the City for a purchase price equal to the sum of One Dollar (\$1.00) (hereinafter called the "Purchase Price").

Section 7.3. Form of Deed. The City shall convey title to the vacated alleys to the Developer by City Deed (hereinafter called the "Deed") in recordable form, substantially in the form attached hereto as Exhibit P, free and clear of all liens and encumbrances. Title conveyed to the Developer shall, however, be subject to all easements and restrictions of record, and to all of the conditions, covenants and restrictions contained in this Agreement.

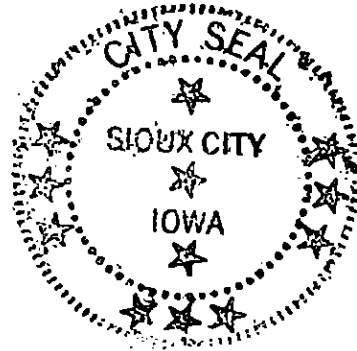
2. The attached Exhibit O, Vacated Alleys, is hereby added to the Development Agreement.
3. The attached Exhibit P, Form of Deed, is hereby added to the Development Agreement.
4. Exhibit C-2, Minimum Assessment Agreement – Motor Mart, LLC (520 Nebraska Street) is hereby amended as follows:
 1. Upon substantial completion of construction of the above-referenced Minimum Improvements, but no later than January 1, 2020, the minimum actual taxable value which shall be fixed for assessment purposes for the commercial portions of the Development Property and the Minimum Improvements to be constructed thereon shall be not less than One Million ~~One~~ Two Hundred Eighty Thirty-Five Thousand Dollars (~~\$1,185,000~~ 1,235,000) (hereafter collectively referred to as the "Minimum Actual Value").
5. Exhibit C-2, Minimum Assessment Agreement – Motor Mart, LLC (520 Nebraska Street) Certification of Assessor is hereby amended as follows:

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than ~~One Million One Hundred Eighty-Five Thousand Dollars (\$1,185,000)~~ One Million Two Hundred Thirty-Five Thousand Dollars (\$1,235,000) for the property assessed as commercial space, all until termination of this Minimum Assessment Agreement. I understand that the Minimum Improvements will be completed in calendar year 2019 and that the agreed assessment amount will become effective on January 1, 2020.
6. In all other respects, the Development Agreement by and between the City of Sioux City, Iowa and 413 Pierce Street, LLC, Motor Mart, LLC, and Historic Hospital, LLC and the First Amendment thereto shall remain in full force and effect.

CITY OF SIOUX CITY, IOWA

By: *Robert E. Scott*
Robert E. Scott, Mayor

Attest: *Lisa L. McCardle*
Lisa L. McCardle, City Clerk



STATE OF IOWA)
 :
COUNTY OF WOODBURY)

BE IT REMEMBERED, on this 5 day of November, 2018, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared Robert E. Scott and Lisa L. McCardle, to me personally known, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed hereto is the seal of the City of Sioux City, Iowa; that the said instrument was signed and sealed on behalf of said City of Sioux City, Iowa, and that the said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City of Sioux City, Iowa, by it and by them voluntarily executed.



Danielle N Bock
NOTARY PUBLIC in and for said COUNTY and STATE

EXHIBIT P
FORM OF CITY DEED

KNOW ALL MEN BY THESE PRESENTS: that the City of Sioux City, Iowa, a municipal corporation of the State of Iowa (hereinafter "Grantor"), in consideration of the Grantee named below undertaking the obligations of the Developer under the Agreement described below and the sum of _____ Dollars (\$ _____) in hand paid, and other good and valuable consideration, does hereby GRANT, SELL AND CONVEY unto _____ (the "Grantee"), the following described parcel(s) situated in the County of Woodbury, State of Iowa, to-wit:

This Deed is being delivered in fulfillment of the Grantor's obligations under and is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Development Agreement, executed by the City and Grantee herein, dated _____, 20____, (hereinafter the "Agreement"), a copy of which is on file for public inspection at the office of the City Clerk of the Grantor.

As set forth in the Agreement, the Grantee has agreed not to convey or mortgage this property, or any part thereof, without the consent of the Grantor until a Certificate of Completion releasing the Grantee from certain obligations of said Agreement as to this property or such part thereof then to be conveyed, has been placed on record.

Promptly after completion of the Minimum Improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with a Certificate of Completion in the form set forth in the Agreement. Such certification by the Grantor shall be (and the certification itself shall so state) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct said Minimum Improvements and the dates for the beginning and completion thereof, it being the intention of the parties that upon the granting and filing of the Certificate of Completion that all restrictions and reservations of title contained in this Deed with respect to the construction of said Minimum Improvements shall be forever released and terminated.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder of Woodbury, Iowa. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within twenty days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

In the event that an Event of Default occurs under Section 10.1 of the Agreement and the Grantee herein shall fail to cure such default within the period and in the manner stated in Section 10.2 of the Agreement, then the Grantor shall have the right to re-enter and take possession of the property and to terminate and revest in the Grantor the estate conveyed by

this Deed to the Grantee, its assigns and successors in interest, in accordance with the terms of the Agreement.

Additionally, this Deed is subject to the right of the City of Sioux City, Iowa, to use said real estate in connection with the operation or maintenance of any presently existing and installed public utility, above or below the ground, and subject to the same right on the part of public utility companies operating under franchise or special permit in the City of Sioux City, Iowa.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

Dated this _____ day of _____, 20____, at Sioux City, Iowa.

CITY OF SIOUX CITY, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this _____ day of _____, 20____, before me a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Sioux City, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Woodbury County,
Iowa

EXHIBIT O
VACATED ALLEYS

All that part of the vacated east/west alley located adjacent to Lots 3 and 4, and the vacated north/south alley located adjacent to Lots 1 - 3 and 10 - 12, Block 11 of Sioux City East Addition in the County of Woodbury and State of Iowa, excluding the alley intersection thereof. Containing 4,800 square feet, more or less.