

University of Nebraska at Kearney
October 26, 2020
Request for Proposals #21-01
Sale of Lot 6 Westlake Acres 2nd Addition

Request for Proposals

The University of Nebraska at Kearney (“University”) is soliciting proposals by sealed bid for the purchase of Lot 6 Westlake Acres 2nd Addition property (“Property”) located at Lot 6 Westlake Acres 2nd Addition, Kearney, Nebraska. A view of the Property is included in Exhibit A – Aerial View of Property. It is the University’s intention to award a contract of sale using the University’s Form Purchase Agreement to the party submitting the highest bid.

General Conditions

The RFP is an invitation to submit a proposal to the University. The University reserves the right to:

- The University will reject and not consider any incomplete bid or bid not in full accordance with the University’s terms of sale and all of the covenants and conditions and reservations stated in the University’s Form Purchase Agreement.
- Reject any or all proposals without cause.
- Amend or cancel this RFP at any time and for any reason, or to otherwise act in the best interests of the University.

Legal Description

The legal description of the Property is as follows: Lot 6, Westlake Acres 2nd Addition to the City of Kearney, Buffalo County, Nebraska. This 5.2344 acre plot of land, more or less, is currently zoned as an R-1, Urban Residential Single-Family District.

General Description

The Property is an undeveloped site that has historically been used for plant growth and wildlife shelter. The site is located within the City of Kearney and is surrounded by urban development. The site has access to Kearney Lake.

The property has a Declaration of Gift which may restrict its future use provided in Exhibit B.

Appraisal

A 2019 appraisal of the Property will be available to the proposer upon request by contacting Scott Benson at bensonsal@unk.edu.

Proposal Costs

The proposer is responsible for any costs and expenses it occurs in association to the preparation and submission of an RFP. In no event shall the University be liable or responsible for any such costs or expenses.

Proposal Submission

One copy of the proposal shall be addressed and delivered in a sealed envelope to: Scott Benson, UNK Procurement & Payment Services, 2504 9th Avenue, Warner Hall Rm 119, Kearney, NE 68849. All material submitted with the proposal becomes the property of the University and will not be returned. Proposals shall be received until 2:00 p.m. (CST) on November 11, 2020. Any proposal received after this time and date will not be opened or considered, and it will be returned to the proposer.

Identification of Proposal

Proposals shall be submitted in a sealed envelope with the proposer's name, address and telephone number clearly marked on the cover. The lower left corner of the sealed envelope should read as follows: "PROPOSAL FOR PURCHASE OF WESTLAKE ACRES."

Withdrawal of Proposal

A request to withdraw a proposal must be made in writing and filed with Scott Benson prior to the time set for the opening of the proposals. No proposal may be withdrawn following the opening of proposals.

Public Record

Once opened, a proposal is a public record. The proposer acknowledges that the University must comply with NEB. REV. STAT. §84-712 through §84-713 and release public records as defined by law upon request, which may include the proposal and all records created and maintained in relation to it.

Proposal Content

Proposers shall include all of the following information in the proposals:

- 1) Purchase price.
- 2) The name and other general contact information of the entity/individual(s).

Evaluation Criteria and Selection

The University will evaluate the RFP based on the highest bid. The University expects to receive full market value for the sale of this Property.

Opening of Proposals

Proposals will be opened publicly and simultaneously in the presence of the proposer and/or their representatives beginning at 2:00 p.m. (CST) on November 11, 2020, or as soon as possible thereafter, in the Business & Finance Conference Room of Warner Hall located at 2504 9th Avenue, Kearney, NE 68849.

Rejection of Proposals

The University reserves the right to (a) terminate the proposal process at any time; (b) reject any or all proposals; and (c) waive formalities and minor irregularities in the proposals received. The University further reserves the right to conduct a pre-award survey of any individual or entity under consideration to confirm any of the information furnished by the individual or entity or for any other reason. The University reserves the right to cancel or amend this RFP at any time and will notify all recipients accordingly.

Inquiries

Submit all questions, inquiries or requests for clarification about this RFP in writing to:

Scott Benson

2504 9th Avenue – Warner Hall Rm 119

Kearney, NE 68849

(308) 865-8431

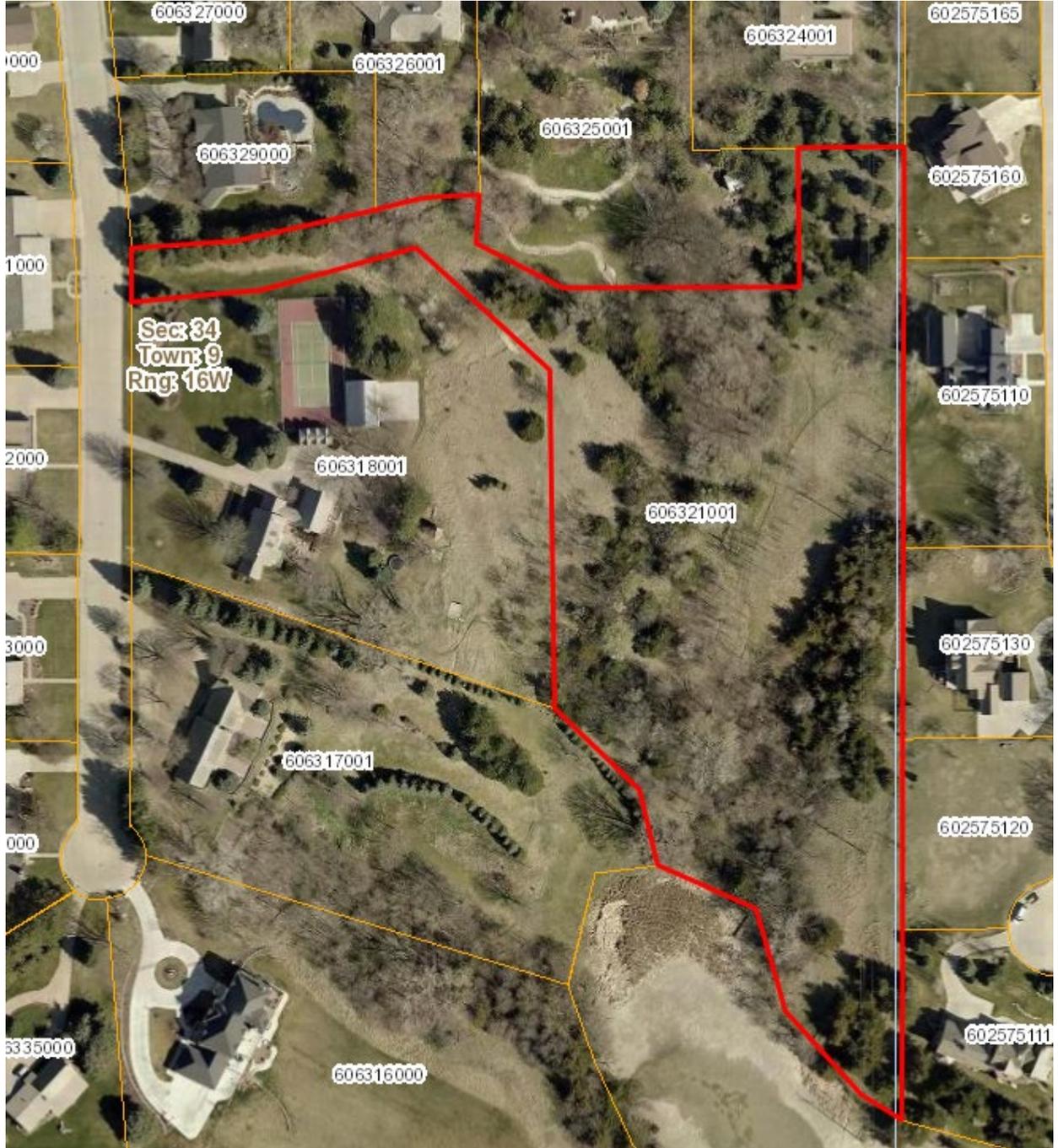
bensonsa1@unk.edu

Any questions are due by November 3, 2020, at 5:00 p.m. (CST). These questions, and their respective responses, will be answered and made public information on November 6, 2020. Bidders are responsible for checking the University’s website (http://www.unk.edu/offices/business_services/purchasing/bidding_opportunities.php) for the most current addenda, which will encompass a response to questions received by the deadline.

Timeline

Bid Issue	October 26, 2020
Deadline for Questions	November 3, 2020
Responses to Questions	November 6, 2020
Bid Responses Due	November 11, 2020 (2:00pm CST)

Exhibit A –Aerial View of Property
RFP #21-01



*2019 Image from Buffalo County GIS

Exhibit B - Declaration of Gift

DECLARATION OF GIFT

WHEREAS, Betty J. Jester and Royal F. Jester, Jr., wife and husband, and Sharon P. Knapp, a single person (herein "Donors") desire to make a gift of the following described real estate, to-wit:

Lot 6, Westlake Acres Second Addition to the City of Kearney, Buffalo County, Nebraska.

(herein "Property") to the Board of Regents of the University of Nebraska (herein "Donee"); and

WHEREAS, Betty J. Jester owns an undivided 85.93% interest in the Property and Sharon P. Knapp owns an undivided 14.07% interest in the Property and the Property has an appraised value of \$57,600.00; and

WHEREAS, it is the intent of Donors that the Property be used by Donee for the purposes and subject to the restrictions hereinafter set forth.

NOW, THEREFORE, to effectuate the gift to be made by Donors to Donee, Donors have, contemporaneously with the execution of this Declaration of Gift, executed and, subject to the conditions contained herein, delivered to Donee a Quitclaim Deed in the form and content as set forth on Exhibit A attached hereto and by this reference incorporated herein. The delivery of the Deed to Donee is conditional upon Donee executing the Acceptance of Gift hereinbelow set forth on or before December 31, 1996. Should Donee fail to execute the Acceptance of Gift on or before such date, such failure shall: (i) constitute a rejection of the gift; (ii) the delivery of the Deed shall be ineffectual to constitute a conveyance of the Property from Donors to Donee; and (iii) the Deed shall be of no force or effect, shall not be recorded and shall be returned to Donors.

In making this gift, it is the intent of Donors that: the Property be used by the faculty, staff and students of the University of Nebraska - Kearney as an arboretum; the property be kept and maintained in its natural state; and no road or other improvements of a permanent nature (such as sidewalks, buildings, shelters, or other structures) be constructed or erected on the Property. While it is the intent of Donors that the Property be kept and maintained in its natural state, Donors nevertheless understand that from time to time it may be necessary, in developing and furthering the use of the Property as an

arboretum, to plant or remove certain shrubs, trees, weeds or grasses.

DATED: December 18, 1996

Betty J. Jester
Betty J. Jester

Sharon P. Kuapp
Sharon P. Kuapp

Royal F. Jester, Jr.
Royal F. Jester, Jr.

ACCEPTANCE OF GIFT

The Board of Regents of the University of Nebraska does hereby accept the gift of the Property being made to it by Betty J. Jester, Royal F. Jester, Jr. and Sharon P. Kuapp, and referred to in the above and foregoing Declaration of Gift. In accepting the gift the Board of Regents of the University of Nebraska does hereby agree to hold and use the Property in accordance with Donors' intent as expressed in the said Declaration of Gift.

DATED: December 18, 1996

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

By [Signature]
Title vice president for Business & Finance

FORM PURCHASE AGREEMENT
Lot 6, Westlake Acres 2nd
Kearney, Buffalo County, NE

THIS PURCHASE AGREEMENT (“Agreement”) is made the _____ day of _____, 2020 by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate of the State of Nebraska and governing body of the University of Nebraska at Kearney (“Seller”), whose mailing address is 3835 Holdrege Street, Lincoln, NE 68583-0745, and _____ (“Buyer”) whose mailing address is _____.

WHEREAS, Seller is a state university, and pursuant to Neb. Rev. Stat. § 85-105, Seller has the power to dispose of real property owned by it whenever Seller can be benefitted thereby; and

WHEREAS, Seller has determined that certain real property described as Lot 6, Westlake Acres 2nd Addition to the City of Kearney, Buffalo County, Nebraska (the “Property”), is not useable for its needs and that Seller can be benefitted by the sale of the Property; and

WHEREAS, Seller has published notice to accept offers to purchase the Property by sealed bid and, after a review of bids submitted, Buyer is the successful bidder.

NOW, THEREFORE, in consideration of the covenants made to each other, as herein set forth the parties agree to the following terms and conditions:

Section 1. The Property. Seller shall sell and convey, and Buyer shall purchase the Property located in Buffalo County, Nebraska as legally described as follows:

Lot 6, Westlake Acres 2nd Addition to the City of Kearney, Buffalo County, Nebraska.

As a material part of the consideration for this Agreement, Seller and Buyer agree that Buyer is taking the Property: (a) “AS IS” with any and all latent and patent faults or defects; (b) without any warranty by Seller that the Property is fit or suitable for a particular purpose including for the Buyer’s purposes or for any other purpose; (c) with the express understanding that the Buyer’s acquisition of the Property is based upon Buyer’s independent inspection; and (d) with the express understanding there are no express or implied warranties of the Seller to the Buyer except for the covenants of title set forth in the deed. In particular, the Seller makes no warranties regarding the physical condition or stability of the Property, or the existence of

hazardous materials on or under the surface of the Property. Buyer acknowledges that the Buyer has had the opportunity to inspect and examine the Property and conduct the Buyer's own appropriate inquiry and due diligence as to the condition of the Property. Buyer acknowledges that it is not relying upon any representations, statements, assertions or non-assertions by the Seller with respect to the Property condition, but is relying solely upon its own inspections and examination of the Property. The provisions of this Section shall survive the Closing.

Section 2. Purchase Price; Terms of Payment. The full purchase price for the Property is _____ (\$ _____) (the "Purchase Price") payable to Seller as follows: Five Hundred Dollars (\$500) as earnest money when this Agreement is signed with the balance paid in full to the Seller on the Date of Closing by cash or guaranteed check. Buyer agrees that Seller shall be entitled to retain the full amount of the earnest money as liquidated damages for breach of this Agreement if Buyer wrongfully fails to close and complete purchase of the Property as set forth herein.

Section 3. Date of Closing and Closing Expenses. The Date of Closing shall be on or before _____, 2020, unless said date is extended by mutual agreement of the parties. Each party shall pay its own attorney fees. If a title insurance company is used for closing, such company's closing fees shall be divided equally between the parties.

Section 4. Evidence of Title. Within ten (10) days after both parties execute this Agreement, Seller shall provide a title insurance commitment on the Property by a licensed title insurance company under an owner's policy in an amount which is the same as the Purchase Price. The cost of such title insurance shall be paid one-half by Buyer and one-half by Seller. Seller's title to the property shall be good and marketable, free and clear of all liens, encumbrances, special assessments levied or assessed and special assessment districts that have been created and ordered constructed as of the date of this Agreement; provided, the Property shall be taken subject to all easements, restrictions, conditions, rights-of-way and reservations that are apparent, of record or contained in this Agreement.

Section 5. Material Defects in Title. If any material defects in the title are discovered, Seller shall be allowed a reasonable time, but not to exceed twenty (20) days, in which to correct the same. If Seller is unable within such time period to correct any material defect in the title to the property, Buyer, at its option, may (a) rescind this Agreement and receive a refund of all of the earnest money, or (b) accept such title as Seller is able to convey and waive any claim for reduction in the Purchase Price for any such defect.

Section 6. Taxes. All general taxes becoming delinquent in 2020 and all prior years on the Property, if any, shall be paid by Seller in their entirety. General real estate taxes for 2020 on the Property shall be paid by the Buyer from date of purchase.

Section 7. Improvements. The Property is unimproved.

Section 8. Maintenance. Between the date of this Agreement and Date of Closing, the Property shall be maintained by Seller in the condition it existed as of the date of this Agreement, normal wear and tear excepted.

Section 9. Risk of Loss. Seller shall bear risk of loss by fire or other casualty on the Property prior to closing and completion of this sale. In case of material damage by fire or other casualty before closing, Buyer shall have the option (a) to terminate this Agreement, or (b) to close and complete this sale with a mutually agreeable abatement in the Purchase Price commensurate with the damage.

Section 10. Warranty Deed. At closing, Seller shall execute and deliver to Buyer a corporation warranty deed in the form attached hereto as Exhibit "A", describing the Property and conveying the same to buyer free and clear of all liens, encumbrances, special assessments, levied or assessed and special assessment districts that have been created and ordered constructed as of the date of this Agreement; provided the Property shall be conveyed subject to all easements, restrictions, leases, rights-of-way and reservations apparent or of record. Seller shall reserve the salt springs, coal, oil, minerals, and other natural resources on or contained in the Property as required by Article III, § 20 of the Constitution of the State of Nebraska. Buyer shall pay the cost of filing said corporation warranty deed or record. Seller shall pay the documentary stamp tax, if any.

Section 11. Possession of Property. Upon payment in full of the Purchase Price, possession of the Property shall be delivered to Buyer on the Date of Closing unless agreed to otherwise by the parties in writing.

Section 12. Governing Law. The laws of the State of Nebraska shall govern the validity, performance, and enforcement of this Agreement.

Section 13. Public Disclosure. Seller understands and agrees that this Agreement is a public record under the laws of the State of Nebraska and is subject to public disclosure.

Section 14. Assignment. Neither party shall have the right to assign this Agreement, or any of its rights hereunder, without the prior written consent of the other party hereto.

Section 15. Merger. All understandings and agreements heretofore had between Seller and Buyer are merged in this Agreement, which alone fully and completely expresses their agreement.

Section 16. Binding Effect. This Agreement shall inure to the benefit of and bind the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF: Seller and Buyer have executed this Agreement in duplicate on the dates stated below.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public Body corporate of the State of Nebraska
SELLER

BUYER

By: _____
Chris J. Kabourek
Vice President for Business & Finance

By: _____

Date: _____

Date: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this _____ day of _____, 2020, before me the undersigned notary public qualified for said county and state, personally appeared **Chris J. Kabourek**, the Vice President for Business and Finance of the University of Nebraska, who has authority to sign this Agreement for **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate, and known to me to be the person and officer whose name is subscribed to the foregoing instrument and he acknowledged his execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation for the purposes and considerations therein expressed and in the capacity therein stated.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2020, before me the undersigned notary public qualified for said county and state, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and he/she acknowledged his/her execution thereof to be his/her voluntary act and deed for the purposes and considerations therein expressed and in the capacity therein stated.

Notary Public

