

Notice of Sealed Bid Request
Approximately 0.924 acres
Located on the West side of
US Highway 641 North
(12th Street) Murray, KY
(TRACT "A")

INVITATION FOR SEALED BIDS

The City of Murray is hereby accepting sealed bids to purchase a parcel of real property located in the City of Murray, County of Calloway and more particularly described in the Schedule Portion of this Invitation for Sealed Bid. Opening will occur publicly at the date, time and place as follows:

Date/Time: 2:00 p.m. on JUNE 20, 2017. Bids must be received by the City Clerk no later than 2:00 p.m. Bid opening begins promptly at 2:00 p.m. Bid envelope must be labeled "Confidential Bid Tract A".

Location: Murray City Clerk's Office
104 North 5th Street
Murray, KY 42071

This Invitation for Sealed Bids is subject to, and all bids submitted must be in compliance with the terms and conditions set forth below.

GENERAL INFORMATION:

Inquiries: All inquiries shall be directed to David Roberts, Director of Planning/Engineering at (270) 762-0350, Ext. 1129.

Bid Deposit: A Ten Percent (10%) deposit of cash or readily available funds shall be required from the Successful Bidder within Ten (10) days of the bid acceptance by the City of Murray. The City shall hold the deposit in a non-interest bearing escrow account.

Terms: All cash; "AS IS/WHERE IS/WITH ALL FAULTS". Bid deposit must be received within ten (10) business days. Balance of Purchase Price shall be due upon Closing. The high bid will be considered a continuing offer for a period of thirty (30) days. The high bidder must be prepared to close within thirty (30) days following notification of bid acceptance.

Inspection: The real property may be inspected at any time prior to a bid acceptance. Any and all inspections are at the sole cost and expense of the Bidder.

Proceeds: The proceeds from the sale shall be paid to the City of Murray and shall be paid by the High Bidder in accordance with Instruction To Bidders contained herein.

Delivery: The sealed bid should be hand-delivered or mailed to the City Clerk at the address above.

SCHEDULE:

I. REAL PROPERTY OFFERED FOR SALE:

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of U.S. Highway 641 (a.k.a. N. 12th Street), Murray, Calloway County, Kentucky, more particularly described as follows:

Beginning at a 1/2" diameter x 18" long rebar & cap stamped "BFW/KJW #3445" (set) 89.00 ft. at right angles from the above said highway's centerline, Station 100+49.06;

Thence with the above said highway's west right-of-way line S 22°15'01" W a distance of 23.89 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/KJW #3445" (set);

Thence leaving the above said highway's west right-of-way line and with a new line N 69°31'10" W a distance of 225.39 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/KJW #3445" (set), said point being in the east property line of the Wal-Mart Real Estate property (recorded in Deed Book 314, Page 316);

Thence with the above said property's east line N 01°59'05" E a distance of 132.07 ft. to a point, said point being the Bee Creek centerline;

Thence with the above said creek centerline line S 82°49'33" E a distance of 285.55 ft. to a point, said point being in the above said highway's west right-of-way line;

Thence leaving the above said creek centerline, with the above said highway's west right-of-way line and passing through a 1/2" diameter x 18" long rebar & cap stamped "REF. PT." (set) at 20.00 ft. S 23°51'34" W a total distance of 167.38 ft. to the Point of Beginning;

The above described Tract contains 0.924 acres.

BEING a part of the City of Murray property recorded in Deed Book 133, Page 345 in the Calloway County Court Clerk's office.

The above described property is subject to any right-of-ways, easements or restrictions recorded or in existence.

See plat of record in Plat Book 54, Page 55, Slide 5271, in the Calloway County Court Clerk's office.

2. ACCESS.

Access is via a shared drive off of US Highway 641 North. The real property shall be sold subject to a 15' easement on the East side of the subject real property for sidewalk improvement project [Project Title – US 641 KY 201609191259 (North 12th Street) Sidewalk Improvement Project, Ky II] (Not depicted on Plat).

3. UTILITIES.

All inquiries regarding utilities should be made to David Roberts, Director of Planning/Engineering at (270) 762-0350, Ext. 1129.

4. ZONING.

The property is currently zoned G – Government. The zoning shall revert to B-2 Highway Business upon transfer.

SPECIAL TERMS OF SALE:

1. BID DEPOSIT – TERMS.

Bids to purchase must be on a cash basis only. NO CREDIT TERMS ARE AVAILABLE. The City has no information on the availability of private financing or on the suitability of this real property for financing. A bid deposit of ten percent (10%) is required within ten (10) days of notification of successful bid. Only Cashier's checks or certified checks will be accepted.

The deposit should be made payable to the City of Murray. The full balance of the purchase price is due in full at Closing. The Bidder offers and agrees that their bid is a continuing bid for period of thirty (30) days after the date of notification of successful bid and the Bidder shall be prepared to Close within thirty (30) days of notification.

2. BID PRICE.

The City of Murray seeks to obtain fair market value for the property and reserves the right to reject any and all bids. An appraisal report is not available. However, the City of Murray will accept the highest bid received that meets its undisclosed minimum reserve.

3. PURCHASE AGREEMENT.

Bidder's offers are contingent upon the City of Murray and the Bidder having entered into a prospective Purchaser's Agreement on or before the date of Closing. This contingency may be omitted at the option of the City of Murray.

GENERAL TERMS OF SALE:

1. TERMS – "INVITATION FOR SEALED BIDS".

The term "Invitation for Sealed Bids" as used herein refers to the foregoing Invitation for Sealed Bids and any and all attachments hereto, including, but not limited to any and modifications, addendums and supplements made prior to the time fixed in the Invitation for Sealed Bids for the opening of bids.

2. DESCRIPTIONS IN INVITATION FOR SEALED BIDS.

The description of the property set forth in the Invitation for Sealed Bids and any other Information provided therein with respect to said property at based on information available to the City of Murray and are believed to be correct, but any error or omission, including, but not limited to, the omission of any information available to the agency having custody over the property and/or any other state agency, shall not constitute ground or reason for nonperformance of the Contract for sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION.

Bidders are invited, urged and cautioned to inspect the real property to be sold prior to submitting a bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening.

4. CONDITION OF PROPERTY.

The real property is offered for sale and will be sold "AS IS, WHERE IS, WITH ALL FAULTS", without representation, warranty or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening.

5. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the sole responsibility of the Bidder and the City of Murray makes no representation in regards thereto. The City of Murray does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation For Sealed Bids OR Purchase Agreement.

6. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for thirty (30) days, unless the bid is rejected by the City of Murray. In the event the City wishes to accept a bid after the expiration of the thirty (30) days, the consent of the Bidder must be obtained.

7. POSSESSION.

The successful bidder agrees to assume possession of the property as of the date of conveyance at Closing.

8. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, shall be forfeited and the bidder shall be relieved of further liability.

9. DEFAULT OF CITY.

If this Invitation for Sealed Bids is accepted by the City of Murray and (a) the City fails for any reason to perform its obligations as set forth herein; or (b) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing and able to close, the City shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the City shall have no further liability to Purchaser. Further, the City of Murray may rescind its approval at any time subsequent to acceptance and approval and prior to conveyance, if it is reasonably determined by the City that such action is justified in light of the circumstances then prevailing. Any rescission, pursuant to this paragraph will be without liability on the part of the City, other than to return the earnest money deposit, if any, without interest.

10. TITLE EVIDENCE.

Any title evidence, desired by the successful bidder, will be procured by the successful bidder at the sole cost and expense of the successful bidder. The City of Murray may, however, cooperate with the successful Bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, or other documents relating to the title of the premises and

property involved, as it may have available. It is understood that the City of Murray will not be obligated to pay for any expense incurred in connection with the title matters or survey of the property.

11. TITLE.

If a bid for the purchase of the property is accepted, the City's interest will be conveyed by a Special Warranty Deed.

12. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The City of Murray shall set a Closing Date to be no later than thirty (30) days after the acceptance of the bid. On the Closing Date, the successful Bidder shall tender to the City of Murray the balance of the purchase price. Only Cash, Cashier's Check or Certified Check made payable to the City of Murray will be accepted. Upon such tender being made by the successful Bidder, the Seller, after recordation, shall deliver to the successful Bidder the instrument, or instruments, of conveyance. The City of Murray reserves the right to extend the Closing Date, if necessary, for a reasonable amount of time for purposes of preparing necessary conveyance documents.

13. DELAYED CLOSING.

The successful Bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed and the delay is caused, directly or indirectly, by the successful Bidder's action and not by any action on the part of the City of Murray. The interest rate shall be 6% from the date of delay and shall continue to accrue thereafter until Closing. The City of Murray reserves the right to refuse a request for extension of Closing.

14. RECORDING.

The successful Bidder shall pay all taxes and fees imposed on this transaction and shall obtain, at Bidder's sole cost and expense, proof of such payment. The Special Warranty Deed shall be recorded in the Calloway County Court Clerk's office as of the date of Closing.

15. CONTRACT.

The Invitation For Sealed Bids, and the bid when accepted by the City shall constitute an Agreement for sale between the successful Bidder and the City of Murray. Such Agreement shall constitute the whole Contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. NO oral statements or representations made by or for or on behalf of either party shall be a part of such Contract. Nor shall the Contract, or any interest therein, be transferred or assigned by the successful Bidder without consent of the City of Murray and any assignment transaction without such consent shall be void.

*******THE CITY OF MURRAY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS*******

OFFER TO PURCHASE REAL PROPERTY

Sealed Bid

0.924 Acres located on West side of US Highway 641, North (12th Street), Murray, KY

(TRACT "A")

This offer is subject to the procedures, terms and conditions of the "Invitation For Sealed Bids" which is incorporated by reference as if fully stated herein. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty (30) calendar days, after the date of the bid opening, to purchase the real property referenced above.

Amount of Bid: \$ _____ *

*10% of the accepted Bid amount shall be delivered to the City within ten (10) days of bid acceptance.

The Instrument of Conveyance shall be Special Warranty Deed to the following Grantee:

Name: _____

Address: _____

Telephone: _____

Signature: _____

NOTE: If the Grantee is a company, corporation, business, fiduciary, or any entity other than an individual, please indicate Signer's name and Title: _____ and attach hereto appropriate documentation of Signer's authority to obligate the Grantee.

GENERAL NOTES:

1. THE HIGHWAY CENTERLINE AND RIGHT OF WAY SHOWN HEREON IS BASED ON KENTUCKY DEPARTMENT OF HIGHWAY PLANS FSP 018 0641 007-010, AS BUILT DATE 12/16/92 (SHEET 51 & 53).
2. THE 50' ACCESS EASEMENT SHOWN ON PLAT BOOK 21, PAGE 55, SLIDE 1967 HAS AN INCORRECT DEED REFERENCE.
3. THE 60' INGRESS/EGRESS & UTILITY EASEMENT SHOWN ON PLAT BOOK 21, PAGE 55, SLIDE 1967 ENCLOSES ONTO U.S. HIGHWAY 641 RIGHT-OF-WAY.
4. THE ACCESS EASEMENT AGREEMENT RECORDED IN DEED BOOK 223, PAGE 440 ENCLOSES ONTO U.S. HIGHWAY 641 RIGHT-OF-WAY.

FLOOD ZONE INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X, "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AND ZONE A, "NO BASE FLOOD ELEVATIONS DETERMINED", AS SHOWN ON THE NATIONAL FLOOD INSURANCE RATE MAP, MAP NO. 21035C0114C, EFFECTIVE SEPTEMBER 29, 2010.

ZONING:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "G" (GOVERNMENT ZONING DISTRICT)
NO ZONE REQUIREMENTS

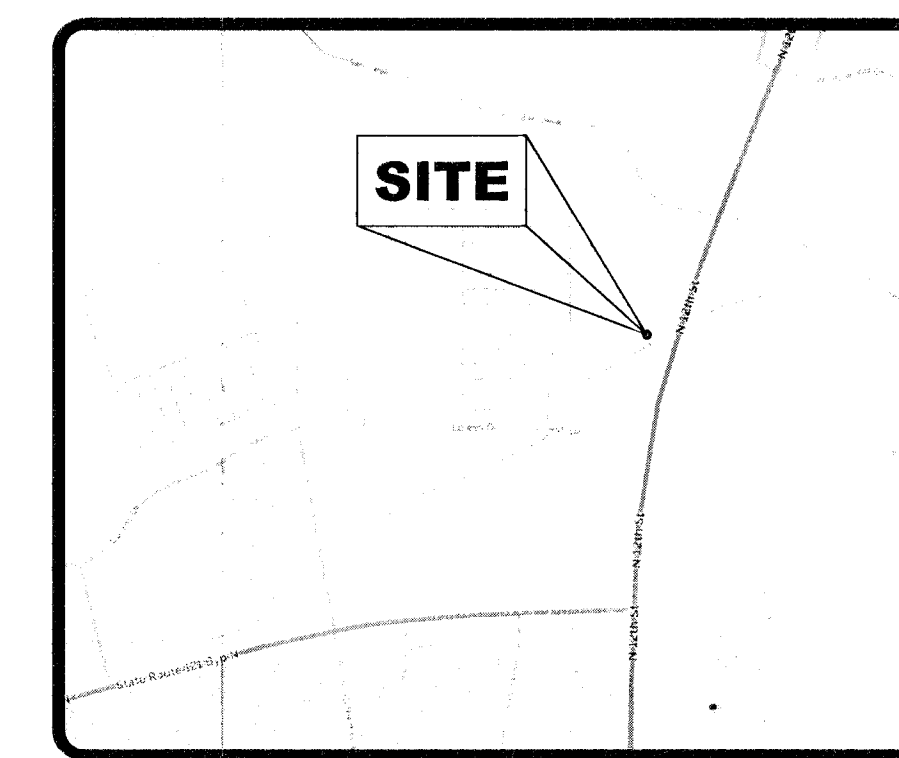
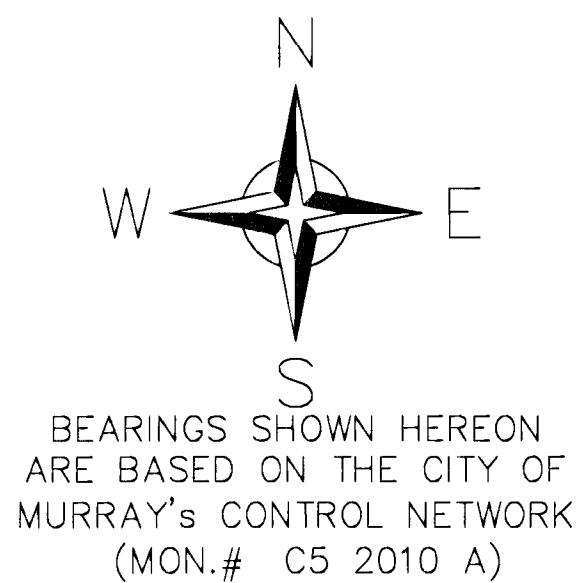
HOWEVER, IF THE PROPERTY IS SOLD TO A NONE GOVERNMENTAL ENTITY, IT WILL BE SUBJECT TO THE ZONE REQUIREMENTS OF A "B2" ZONE (SEE BELOW):
MAXIMUM BUILDING HEIGHT: 35'
BUILDING SETBACKS: FRONT - 50'
SIDE - NONE
REAR - 25'

AREA SUMMARY:

TRACT A:
40,243 SQUARE FEET
0.924 ACRES

INTENT:

THE INTENT OF THIS MINOR SUBDIVISION PLAT IS TO ESTABLISH A 15' PERMANENT EASEMENT ON TRACT "A" FOR THE CONSTRUCTION AND MAINTENANCE OF A PEDESTRIAN/BICYCLE PATH AS SHOWN HEREON.



PROPERTY NOTES:

CLIENT:
CITY OF MURRAY
PLANNING/ENGINEERING DEPARTMENT
DAVID ROBERTS
104 N. 5th STREET
MURRAY, KY 42071

OWNER:
CITY OF MURRAY
CHAMBER OF COMMERCE
901 N. 12th STREET
MURRAY, KY 42071

DEED REFERENCE:
DEED BOOK 133, PAGE 345

PLAT REFERENCES:
BOOK 21, PAGE 55, SLIDE 1967
BOOK 53, PAGE 92, SLIDE 5208
BOOK 54, PAGE 46, SLIDE 5262

PROPERTY ADDRESS:
MURRAY-CALLOWAY COUNTY
CHAMBER OF COMMERCE
901 N. 12th STREET
MURRAY, KY 42071

CERTIFICATE OF OWNERSHIP and DEDICATION

"I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND DEDICATE ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS AS NOTED HEREON FOR THE PUBLIC'S USE IN ACCORDANCE WITH THE MURRAY SUBDIVISION REGULATIONS."

OWNER'S SIGNATURE: *Jack Rose* DATE: 4-20-17

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF Calloway

I, Antonia S. Faulkner, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY Jack Rose WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20 DAY OF April, 2017.

NOTARY PUBLIC SIGNATURE: Antonia S. Faulkner
MY COMMISSION EXPIRES: June 9, 2019

PLANNING AND ZONING CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE REGULATIONS FOR THE CITY OF MURRAY, KENTUCKY, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THE BOARD OF ZONING ADJUSTMENTS AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

CHAIRMAN, MURRAY PLANNING COMMISSION: *[Signature]* DATE: 4/17/17

CERTIFICATE OF RECORDING

STATE OF KENTUCKY
COUNTY OF CALLOWAY

I, Antonia S. Faulkner, CLERK OF THE COURT OF THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND I HAVE RECORDED SAME, WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE 21 DAY OF April, 2017

CLERK: Antonia S. Faulkner

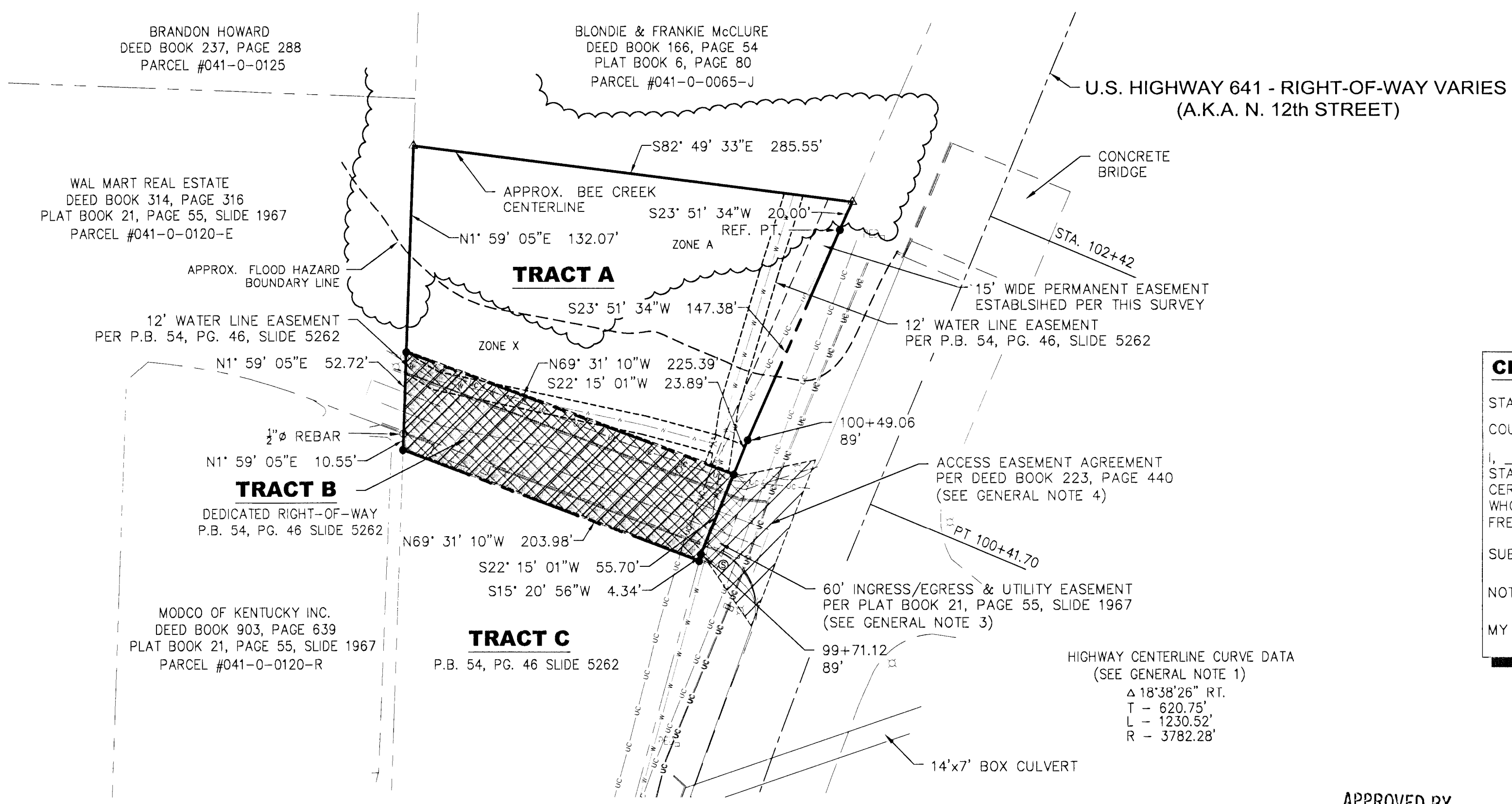
RECORDED IN PLAT BOOK 54, PAGE 55 Slide 5271

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY & TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINETIC "RTK" GPS (TOPCON GR3 DUAL FREQUENCY RECEIVERS) HORIZONTAL INFORMATION IS BASED ON THE CITY OF MURRAY CONTROL NETWORK. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY, HAS A MAXIMUM ERROR OF 0.03' AND COMPLIES WITH 201 KAR 18:150. DATE OF SURVEY: JUNE 20, 2016 (REVISED 1/20/2017 and 4/12/2017)

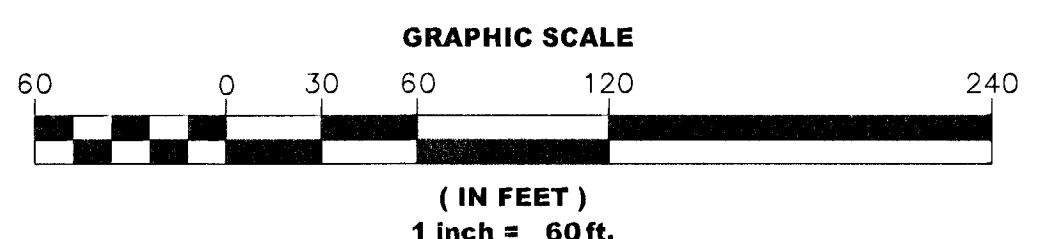
K. Jett Wood #3445 APRIL 14, 2017 DATE
K. JETT WOOD, P.L.S. #3445
LICENSED PROFESSIONAL LAND SURVEYOR

THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED RIGHT-OF-WAYS AND EASEMENTS.



LEGEND

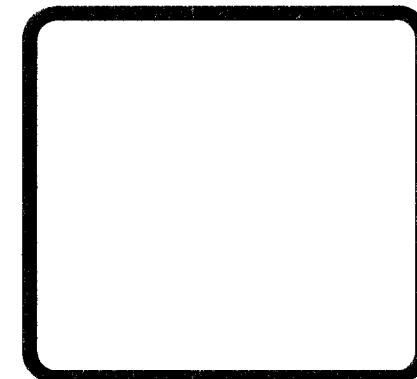
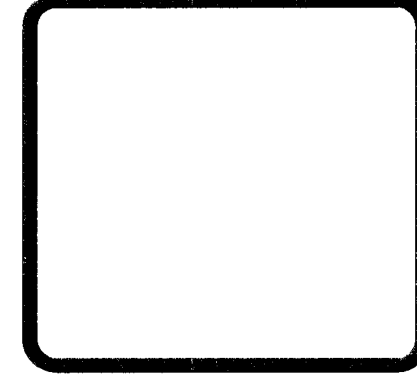
- PROPERTY LINE
- RIGHT-OF-WAY
- ADJOINING PROPERTY LINE
- EASEMENTS
- ROADWAY CENTERLINE
- EXISTING BUILDING
- EXISTING CURB AND GUTTER
- EXISTING TREE LINE
- EXISTING PAVEMENT
- EXISTING PARKING STRIPE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC
- EXISTING OVERHEAD COMMUNICATIONS
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND COMMUNICATIONS
- EXISTING GAS LINE
- 1/2" DIAMETER x 18" LONG REBAR & CAP STAMPED "BFW KJW #3445" (SE1) UNLESS NOTED OTHERWISE
- EXISTING BOUNDARY MARKER AS NOTED
- GAS VALVE
- GUY WIRE
- LIGHT POLE
- UTILITY POLE
- SIGN
- TELEPHONE PEDESTAL
- SANITARY MANHOLE



APPROVED BY
MURRAY PLANNING DEPARTMENT
INTL. *[Signature]* DATE 4/17/17

MURRAY ENGINEERING DEPARTMENT
INTL. *[Signature]* DATE 4/17/17

RECEIVED
APR 14 2017
BY *[Signature]*



PROJECT NO. : 16239	DATE: APRIL 2017
DRAWN BY: J. WOOD	CHECKED BY: J. WOOD
REV. DESCRIPTION	BY DATE

BACON | FARMER | WORKMAN ENGINEERING & TESTING, INC.
580 SOUTH 17th STREET, 4th FLOOR, COLUMBUS, MISSISSIPPI 39201
PHONE: 662-927-9700 FAX: 662-927-9707

MINOR PLAT OF SUBDIVISION
901 N. 12TH STREET
MURRAY, KENTUCKY
FOR THE CITY OF MURRAY

SHEET
SS-1