

**NOTICE  
REQUEST FOR PROPOSALS**

**WEST GOLFVIEW SUBDIVISION**

**RE:** A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE S01°6'09"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER, 443.40 FEET; THENCE S88°3'51"E, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°53'51"E, 150.00 FEET; THENCE S01°06'09"W, 600.00 FEET; THENCE S88°53'51"E, 50.00 FEET; THENCE S01°06'09"W, 520.00 FEET; THENCE N88°53'51"W, 200.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE N01°06'09"E ON SAID WEST LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.45 ACRES, MORE OR LESS. Now known as West Golfview Subdivision, City of Carroll, Carroll County, Iowa

**(THE "REAL ESTATE")**

1. Owner: City of Carroll, Iowa ("the City")
2. Terms:
  - A. The City will accept sealed bids for the purchase of the Real Estate consistent with the terms and conditions stated herein.
  - B. Sealed bids must be received by 3:00 p.m. on September 17, 2024 ("the Deadline").
  - C. The Proposal Form must be completed in its entirety, signed, sealed, and delivered to Carroll City Hall, Attn: City Manager, Aaron Kooiker, 627 N Adams, Carroll, Iowa on or before the Deadline. Proposals received after the Deadline will not be opened or considered. Proposals containing any reservations or conditions not provided for in this Notice will not be considered.
  - D. Proposals shall include purchase price of the property, proposals for completion of infrastructure: trail/sidewalk, water, sewer, curb and gutter, and type of residential housing development planned.
  - E. The property will be zoned to the applicable residential code prior to transfer. The property is presently zoned, R-3, Low-Density Residential district. The property shall be used for the purposes of residential

development and not for land speculation.

- F. The Proposal Form is available at the office of the City Clerk of the City of Carroll at 627 N Adams Street, Carroll, Iowa.
- G. An inspection of the property can be made by appointment with the City Manager.
- H. The City reserves, in the City's sole and absolute discretion, the right to reject any and all proposals.
- I. No Proposal shall be subject to financing. Upon receipt of the proposed winning proposal, the bidder shall execute an Offer to Buy in a form provided by the City (and containing the terms and conditions set forth herein) and deliver to the City the executed Offer to Buy prior to its October 14, 2024 Council meeting.
- K. Any Proposal is non-rescindable and is an absolute offer to purchase on the terms set forth herein, subject to acceptance and approval by the Carroll City Council after such public notice and hearing required by law.

3. For questions, contact:

Aaron Kooiker, City Manager  
627 N Adams  
Carroll, IA 51401  
Telephone: 712-792-1000

### **CONDITIONS OF SALE**

The City shall pay any real estate taxes that are due and payable as of June 30, 2024, and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Buyer shall be responsible for all subsequent real estate taxes. There will be no proration of real estate taxes for the fiscal year 2024-2025.

Closing shall occur on or before November 1, 2024, unless otherwise mutually agreed upon by the parties. Bidder shall provide the City with a schedule and timeline for completion of infrastructure and residential housing development.

Buyer is purchasing the Real Estate in "AS IS" condition. Buyer acknowledges that the City has made no representation or warranties, express or implied, as to the condition of the Real Estate or as to value, fitness for use, state of title, or environmental matters, and Buyer waives any claims based on the condition of the Real Estate and releases and discharges the City and its employees, officers, and agents from any such claims, liabilities, and causes of action.

The City is in possession of the abstract of title to the Real Estate and does not make any representations or warranties as to the state of title to the Real Estate. Further abstracting or title work shall be the Buyer's sole responsibility and cost. The City shall convey title to the Real Estate to Buyer by "Quit Claim" Deed.

Dated: August 12, 2024

By: \_\_\_\_\_  
Gerald H. Fleshner, Mayor