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Date December 20, 2021

RESOLUTION CONSENTING TO SALE AND RELEASING TERMS, COVENANTS AND RESTRICTIONS OF DEVELOPMENT AGREEMENT AND RELEASING PILOT AGREEMENT OBLIGATIONS FOR FORMER CENTRAL FIRE STATION NO. 1 PROPERTY – 900 MULBERRY STREET

WHEREAS, by Roll Call No. 12-1643 dated October 22, 2012, the City Council approved Development Agreement between the City and Des Moines Social Club (“Development Agreement”) for the restoration and renovation of the former Central Fire Station No. 1 located at 900 Mulberry Street (“Property”) and in accordance with the terms of the Development Agreement, as amended, the City and Des Moines Social Club entered into an agreement for Payment in Lieu of Taxes dated March 8, 2013 (“PILOT Agreement”) for the Property; and

WHEREAS the Des Moines Social Club ceased being financially viable and the Greater Des Moines Partnership, in conjunction with other stakeholders, has worked to determine appropriate reuse of the Property and after due diligence has determined to preserve the Property by listing the Property for sale on the open market in April 2021;

WHEREAS, by Roll Call No. 21-1422 dated September 13, 2021, the City Council consented to the sale of the Property to Abbott Properties and after conducting due diligence Abbott Properties terminated its purchase of the Property; and

WHEREAS, Millang Properties, LLC has signed an offer to purchase the Property and intends to further renovate and reuse the taxable Property for event space, restaurant and other commercial uses; and

WHEREAS, to enable the sale of the Property to Millang Properties, LLC or to a related development entity for the proposed further renovation and reuse of the Property it is in the best interests of the City to consent to the sale of the Property and to terminate and release of all rights of the City and of all terms, obligations, covenants, limitations and restrictions imposed on the owner of the Property contained in the Development Agreement and contained in the PILOT Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that Roll Call No. 21-1422 is hereby repealed and consent to the sale of the Property to Millang Properties, LLC or to a related development entity and the termination and release of all rights of the City and of all terms, obligations, covenants, limitations and restrictions imposed on the owner of the Property contained in the Development Agreement and contained in the PILOT Agreement is deemed necessary and appropriate and are hereby approved.



Date December 20, 2021

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute all documents necessary to memorialize the termination and release of all rights of the City and of all terms, obligations, covenants, limitations and restrictions imposed on the owner of the Property contained in the Development Agreement and contained in the PILOT Agreement as prepared and/or reviewed by the Legal Department and the City Clerk is directed to attest to the Mayor's signature and forward such documents to the Legal Department for delivery in conjunction with closing of the proposed sale to Millang Properties, LLC or to a related development entity.

Moved by _____ to adopt. During the due diligence period, Millang Properties, LLC is requested to meet with interested parties from adjacent residential properties to discuss the proposed redevelopment and operation plan for the property. Topics will include, but are not limited to, hours of operation, security, lighting, and parking.

(Council Communication No. 21-561)

FORM APPROVED:

/s/ Lawrence R. McDowell
Lawrence R. McDowell
Deputy City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
GRAY				
MANDELBAUM				
VOSS				
WESTERGAARD				
TOTAL				
MOTION CARRIED			APPROVED	

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

_____ Mayor

_____ City Clerk

Type of Document:

Termination and Release of Rights, Terms, Obligations, Covenants, Limitations and Restrictions

Return Document To:

Gary M. Myers, Dentons Davis Brown, 215 10th Street, Suite 1300, Des Moines, IA 50309

Preparer Information:

Lawrence R. McDowell, Deputy City Attorney, 400 Robert D. Ray Drive, Des Moines, IA 50309, 515-283-4543

Taxpayer Information:

N/A, not a document or instrument of conveyance

Grantor(s):

N/A, not a document or instrument of conveyance

Grantee(s):

N/A not a document or instrument of conveyance

Legal Description:

Unit Nos. 1 to 6, both inclusive, in DMSC CONDOMINIUMS, a Condominium established upon the real property legally described as follows: Lots One (1) thru Four (4), both inclusive and the East/West Alley lying between Lots 2 and 3, all in Block Thirteen (13) in H.M. HOXIES ADDITION TO FORT DES MOINES, now included in and forming a part of the City of Des Moines, Iowa, together with the undivided percentage interest in the common and limited elements appurtenant to such units as set forth in the Declaration of Submission to Horizontal Property Regime recorded in Book 15024, Page 518 of the Office of the Polk County Recorder, and all other interest, rights and responsibilities appurtenant to such units pursuant to said Declaration of Submission, as it may be amended and/or supplemented.

Prior to Declaration of Submission to Horizontal Property Regime described as:

All of Lots 1, 2, 3 and 4 in Block 13 of H.M. Hoxie's Addition to the Town of Fort Des Moines, an Official Plat, and all that part of the vacated east/west alley lying north of and adjoining said Lot 2 in Block 13 (vacated by Ordinance No. 73), all now included in and forming a part of the City of Des Moines, Polk County, Iowa.

Book and Page Reference Numbers: **Book** _____ **Page** _____

TERMINATION AND RELEASE OF RIGHTS, TERMS, OBLIGATIONS, COVENANTS, LIMITATIONS AND RESTRICTIONS

RE: Unit Nos. 1 to 6, both inclusive, in DMSC CONDOMINIUMS, a Condominium established upon the real property legally described as follows: Lots One (1) thru Four (4), both inclusive and the East/West Alley lying between Lots 2 and 3, all in Block Thirteen (13) in H.M. HOXIES ADDITION TO FORT DES MOINES, now included in and forming a part of the City of Des Moines, Iowa, together with the undivided percentage interest in the common and limited elements appurtenant to such units as set forth in the Declaration of Submission to Horizontal Property Regime recorded in Book 15024, Page 518 of the Office of the Polk County Recorder, and all other interest, rights and responsibilities appurtenant to such units pursuant to said Declaration of Submission, as it may be amended and/or supplemented.

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(Hereinafter referred to as the "Property").

WHEREAS, the City of Des Moines, Iowa, a municipal corporation of the State of Iowa (hereinafter "Grantor") retains certain rights and holds certain beneficiary interests in the terms, obligations, covenants, limitations, conditions and restrictions relating to the Property under a Real Estate Purchase Installment Contract – Sale of Land for Private Development by and between the Grantor and Des Moines Social Club, dated October 22, 2012 and recorded on March 6, 2013 in Book 14685 commencing at Page 83 in the records of the Polk County Recorder ("Agreement"), as amended and assigned to DMSC Building; and

WHEREAS, Grantor retains certain rights and holds certain beneficiary interests in the obligations relating to the Property under an Agreement for a Payment in Lieu of Taxes by and between the Grantor and Des Moines Social Club, dated March 8, 2013 and recorded on March 13, 2013 in Book 14689 commencing at Page 738 in the records of the Polk County Recorder ("PILOT Agreement"), as amended and assigned to DMSC Building; and

WHEREAS, the Grantor has determined that its rights and its beneficiary interests in the terms, obligations, covenants, limitations, conditions and restrictions relating to the Property under the Agreement and under the PILOT Agreement no longer have a benefit to the interests, administration and purposes of the Grantor and are no longer needed by the Grantor and Grantor agrees to terminate, discharge and release all its rights and its beneficial interests under the Agreement and the PILOT Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Grantor does hereby terminate, discharge and release all of its rights and its beneficial interests in the terms, obligations, covenants, limitations and restrictions relating to the Property under the Agreement dated October 22, 2012 and recorded on March 6, 2013 in Book 14685 commencing at Page 83 in the records of the Polk County Recorder, as amended and assigned to DMSC Building.

BE IT FURTHER RESOLVED that the Grantor does hereby terminate, discharge and release all of its rights and its beneficial interests in the obligations relating to the Property under the PILOT Agreement dated March 8, 2013 and recorded on March 13, 2013 in Book 14689 commencing at Page 738 in the records of the Polk County Recorder, as amended and assigned to DMSC Building.

Dated the _____ day of _____, 2021, at Des Moines, Iowa.

CITY OF DES MOINES, IOWA

BY: _____
T.M. Franklin Cownie, Mayor

ATTEST:

P. Kay Cmelik, City Clerk

APPROVED AS TO FORM:

BY: /s/ Lawrence R. McDowell
Lawrence R. McDowell
Deputy City Attorney

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T.M. Franklin Cownie and P. Kay Cmelik, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Des Moines, Iowa; that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Roll Call No. 21- _____ passed and approved by the City Council on December 20, 2021, and that T.M. Franklin Cownie and P. Kay Cmelik acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by them voluntarily executed.

Notary Public for Iowa