

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NORTH LITTLE ROCK SCHOOL DISTRICT FOR THE EXCHANGE OF REAL PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock ("City") owns certain property located at 200 West Pershing Boulevard (the current location of the North Little Rock Police and Courts Building), a lot to the east of 200 West Pershing Boulevard (currently used as a parking lot), and 2525 Main Street (now used as offices for North Little Rock Police Administration); and

WHEREAS, the NLRSD owns certain property located at 2600 Poplar Street (currently occupied and utilized by the Arkansas Army National Guard ["National Guard"]) and 2700 Poplar Street (currently used as the NLRSD Administration Building); and

WHEREAS, the City and NLRSD believe and agree that each owns real property that now (or in the near future) will better serve the public interest if deeded to the other entity, and both parties desire to exchange the respective herein-described properties with each other; and

WHEREAS, the City and NLRSD further believe that said respective properties each have value that is equal and equitable to the other.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an Memorandum of Understanding (substantially similar to Exhibit A attached hereto) with the North Little Rock School District for the exchange of certain real properties owned by the respective parties, and as more particularly described in the attachments to Exhibit A.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:

Joe A. Smith
Mayor Joe A. Smith *by AF*

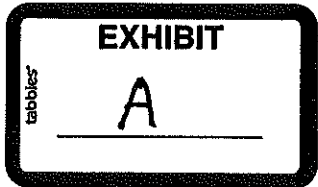
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

FILED <u>11:55</u> A.M. _____ P.M.
By <u>AFields</u>
DATE <u>11-21-17</u>
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas
RECEIVED BY <u>S. Ussery</u>



MEMORANDUM OF UNDERSTANDING

Between
CITY OF NORTH LITTLE ROCK, ARKANSAS
And
NORTH LITTLE ROCK SCHOOL DISTRICT

This **Memorandum of Understanding** (“MOU”), made and entered into this _____ day of _____, 2017, by and between the City of North Little Rock, Arkansas (“NLR” or the “City”), a municipal corporation organized as a City of the First Class under the laws of the State of Arkansas, and the North Little Rock School District (“NLRSD” or the “School District”), a public school district organized and operating pursuant to Arkansas law.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City owns certain property located at 200 West Pershing Boulevard (the current location of the North Little Rock Police and Courts Building), a lot to the east of 200 West Pershing Boulevard (currently used as a parking lot), and 2525 Main Street (now used as offices for North Little Rock Police Administration); and

WHEREAS, the NLRSD owns certain property located at 2600 Poplar Street (currently occupied and utilized by the Arkansas Army National Guard [“National Guard”]) and 2700 Poplar Street (currently used as the NLRSD Administration Building); and

WHEREAS, the City and NLRSD believe and agree that each owns real property that now (or in the near future) will better serve the public interest if deeded to the other entity, and both parties desire to exchange the respective herein-described properties with each other; and

WHEREAS, the City and NLRSD further believe that said respective properties each have value that is equal and equitable to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. **Exchange of Properties.** The parties hereto own certain properties that have equal and equitable values and agree to an exchange of their respective properties described below.
2. **Agreement of the City of North Little Rock, Arkansas.** NLR, in consideration of the covenants and agreements of NLRSD set forth hereinbelow, agrees,

upon the performance by NLRSD of those covenants and agreements, to convey to NLRSD by quitclaim deed, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, certain properties shown on Exhibit A attached hereto, and identified as follows:

- (1) The current location of the North Little Rock Police and Courts Building located at 200 West Pershing Boulevard and designated by the Pulaski County Assessor as Parcel No. 33N2160004900 and identified as A-1 on Exhibit A
- (2) The current location of a parking lot on West Pershing Boulevard directly to the east of 200 West Pershing Boulevard and designated by the Pulaski County Assessor as Parcel No. 33N2160004800 and identified as A-2 on Exhibit A
- (3) The current location of the North Little Rock Police Administration Building located at 2525 Main Street and designated by the Pulaski County Assessor as Parcel No. 33N2160003900 and identified as A-3 on Exhibit A

3. **Agreement of the North Little Rock School District.** NLRSD, in consideration of the covenants and agreements of NLR set forth hereinbelow, agrees, upon the performance by NLR of those covenants and agreements, to convey to NLR by quitclaim deed, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, certain properties shown on Exhibit B attached hereto and identified as follows:

- (1) The current location of the Fisher Armory Building located at 2600 Poplar Street and identified as B-1 on Exhibit B
- (2) The current location of the NLRSD Administration Building located at 2700 Poplar Street and identified as B-2 on Exhibit B

The properties located at 2600 Poplar Street and 2700 Poplar Street are contained within a single parcel of property, together with other property owned by NLRSD, and designated by the Pulaski County Assessor as Parcel No. 33N209000500. NLRSD and NLR will cooperate in subdividing the parcel prior to the conveyance of the property identified in this paragraph from NLRSD to NLR.

4. **Contingencies and Approvals.** The exchange of properties as described herein is contingent upon the City reaching agreement with and purchasing from the National Guard the Fisher Armory building and any ancillary structures located at 2600 Poplar Street and the National Guard releasing the long-term lease it holds on said property from the NLRSD.

This agreement is further subject to the approval of the NLRSD Board of Directors and the NLR City Council.

5. **Title and Prorations.** It is mutually agreed that each party shall convey to the other party their respective property by quitclaim deed, free and clear of all liens and

encumbrances, except applicable zoning ordinances, other government restrictions or limitations affecting or restricting said properties. All taxes and other charges on or concerning the respective properties of the parties, if any, shall be prorated to the date of closing.

6. **Risk of Loss.** The respective parties assume the risk of loss or damage to the premises until delivery of the deeds.

7. **No Broker.** The parties represent to each other that no broker brought about this exchange, and that this exchange was negotiated by and made directly between them.

8. **Closing/transfer dates.**

(A) The NLRSD property located at 2600 Poplar Street (identified as B-1 on Exhibit B) will transfer/close to NLR within thirty (30) days of the City acquiring ownership of the structures on the property, and the City will take immediate possession, estimated to occur on or before March 1, 2018.

(B) The three NLR properties identified on Exhibit A will transfer/close to NLRSD within thirty (30) days of completion of construction and occupancy of a new police and courts building to be constructed on the property identified as B-1. NLRSD will take immediate possession of the property with an estimated close date on or before September 1, 2020.

(C) The NLRSD property at 2700 Poplar Street (identified B-2 on Exhibit B) will transfer/close to the City within 180 days after the transfer/close of the City properties (identified as A-1, A-2 and A-3 on Exhibit A) to the NLRSD.

9. **Notices.** All notices under this Agreement shall be deemed given when deposited in the United States Mail, postage prepaid, and marked registered or certified mail, return receipt requested, and addressed to the parties at the following addresses:

TO NLR: Mayor Joe A. Smith
City of North Little Rock
300 Main Street
North Little Rock, AR 72114
(501) 975-8601

TO NLRSD: Kelly Rodgers, Superintendent
North Little Rock School District
2700 Poplar Street
North Little Rock, AR 72114
(501) 771-8000

10. **Governing Law.** This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arkansas.

11. **Binding Effect.** This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

12. **Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original, and such counterpart shall constitute but one and the same instrument.

13. **Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF NORTH LITTLE ROCK,
ARKANSAS**

**NORTH LITTLE ROCK SCHOOL
DISTRICT**

By _____
Joe A. Smith, Mayor

By _____
Kelly Rodgers, Superintendent

ATTEST:

Diane Whitbey, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

On this _____ day of _____, 2017, before me, a Notary Public duly commissioned, qualified and acting, within and for the State and County aforesaid, appeared in person the within named Joe A. Smith and Diane Whitbey, Mayor and City Clerk, respectively, for the City of North Little Rock, Arkansas, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the City, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date first above written.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

On this _____ day of _____, 2017, before me, a Notary Public duly commissioned, qualified and acting, within and for the State and County aforesaid, appeared in person the within named Kelly Rodgers, Superintendent for the North Little Rock School District, to me personally known, who stated that he was duly authorized in his capacity as Superintendent to execute the foregoing instrument for and in the name of the District, and further stated and acknowledged that he had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date first above written.

Notary Public

My Commission Expires:



City of North Little Rock Property

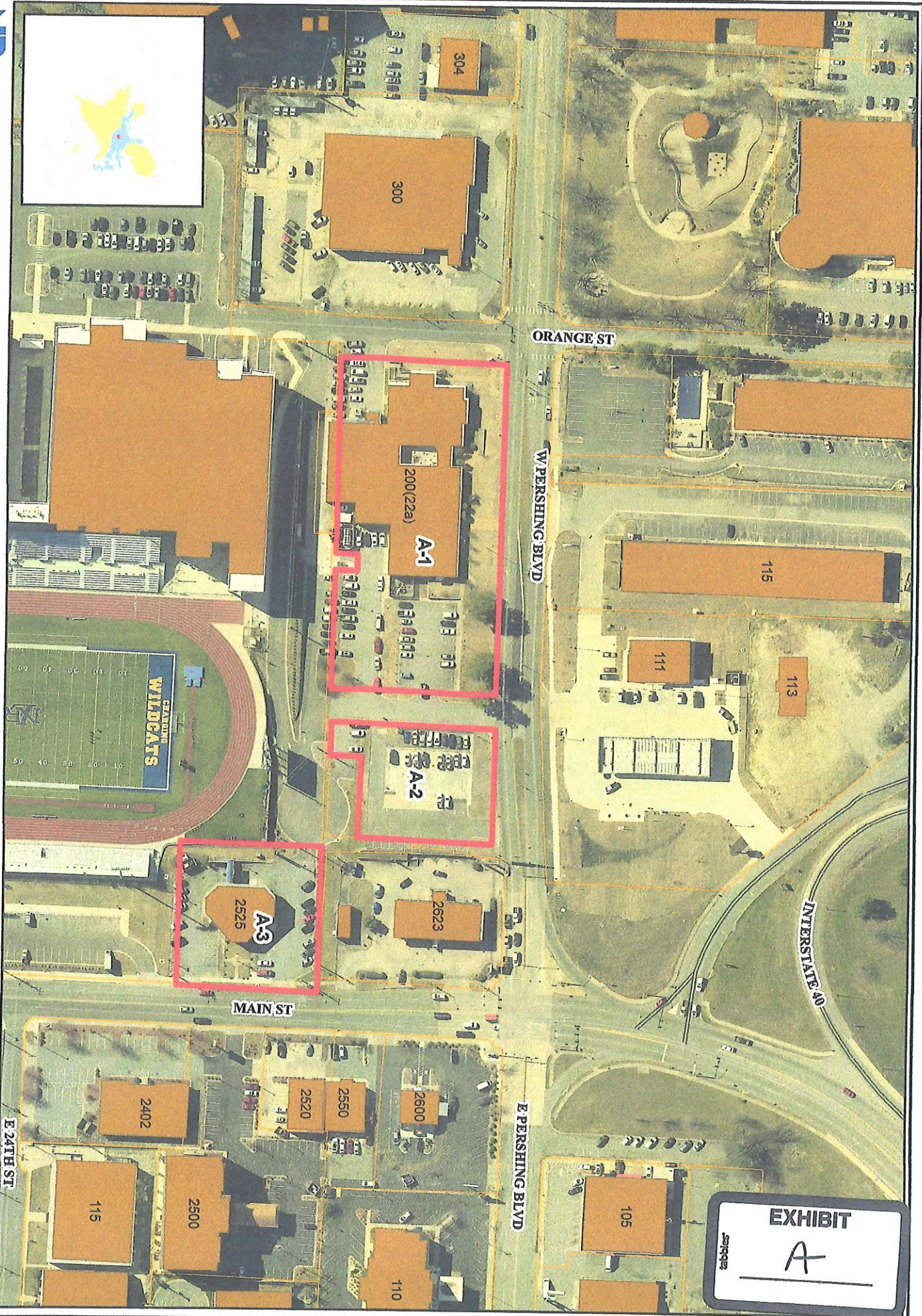
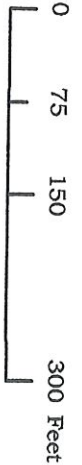


EXHIBIT
 A

Date: 10/24/2017

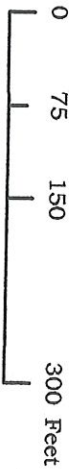




North Little Rock School Dist



Date: 10/23/2017



EXHIBIT

B

309998