

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDED OFFER AND ACCEPTANCE WITH BOBBY BRANT AND TO PURCHASE CERTAIN REAL PROPERTY LOCATED AT 3919 & 3921 PIKE AVENUE IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock ("City") is interested in purchasing property located at 3919 & 3921 Pike Avenue (see maps collectively attached hereto as Exhibit A) from owner Bobby Brant in order to construct the new Levy Fire Station (Fire Station No. 6); and

WHEREAS, the City Council approved Resolution No. 9617, the purchase of land from Mr. Brant for \$350,000.00 on February 11, 2019; and

WHEREAS, due to a mutual mistake regarding the survey of the subject property in the original Offer & Acceptance, the parties have agreed that the property should be sold for an additional \$6,000; and

WHEREAS, the appraised value of the entire property is \$390,000.00 (see appraisal summary attached hereto as Exhibit B); and

WHEREAS, Mr. Brant has offered to sell the Property to the City for the purchase price of \$356,000.00; and

WHEREAS, Mr. Brant and the City desire to enter into an Offer and Acceptance agreement for the purchase of said Property; and

WHEREAS, the purchase of above mentioned property is conditioned on a satisfactory Phase II Environmental Site Assessment and approval of the City Council; and

WHEREAS, Mr. Brant would have an option to lease the building located on Lot 4, for a period of no longer than six months, for a monthly rent in the amount of \$100.00 for the first three months, and \$500.00 for the second three months to store his business equipment and operate his business.

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

SECTION 1: That the execution of the Amended Offer and Acceptance (substantially similar to Exhibit C attached hereto and incorporated by reference) by the Mayor and City Clerk with Bobby Brant and to purchase certain real property, subject to completion of a satisfactory Phase II Environmental Site Assessment, is hereby authorized for property located at 3919 & 3921 Pike Avenue, more particularly described as follows:

Lots 3, 4, and 5R, George E. Brown Addition to the City of North Little Rock, Pulaski County, Arkansas.

SECTION 2: That execution of the Amended Offer and Acceptance is conditioned upon Mr. Brant having an option to lease the building located on Lot 4, for a period not longer than six (6) months, for monthly rent in the amount of One Hundred & 00/100 Dollars (\$100.00) for the first three (3) months, and Five Hundred & 00/100 Dollars (\$500.00) for the second three (3) months, to store his business equipment, and from which to operate his business.

SECTION 3: That the Mayor and City Clerk are hereby authorized to execute all documents necessary to effect the completion of the herein stated sale; with all contracts/agreements to be reviewed and approved by the City Attorney prior to execution.

SECTION 4: That the purchase price of the Property, together with closing costs, has been previously appropriated in the 2017 Sales Tax Capital Improvement Fund.

SECTION 5: 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

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields  
Amy Beckman Fields, City Attorney

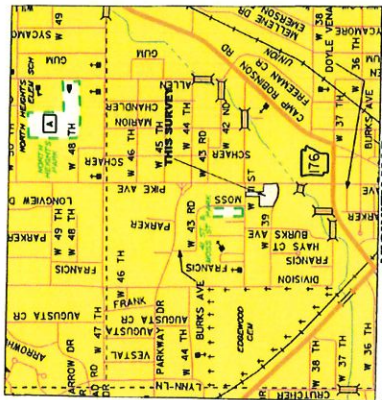
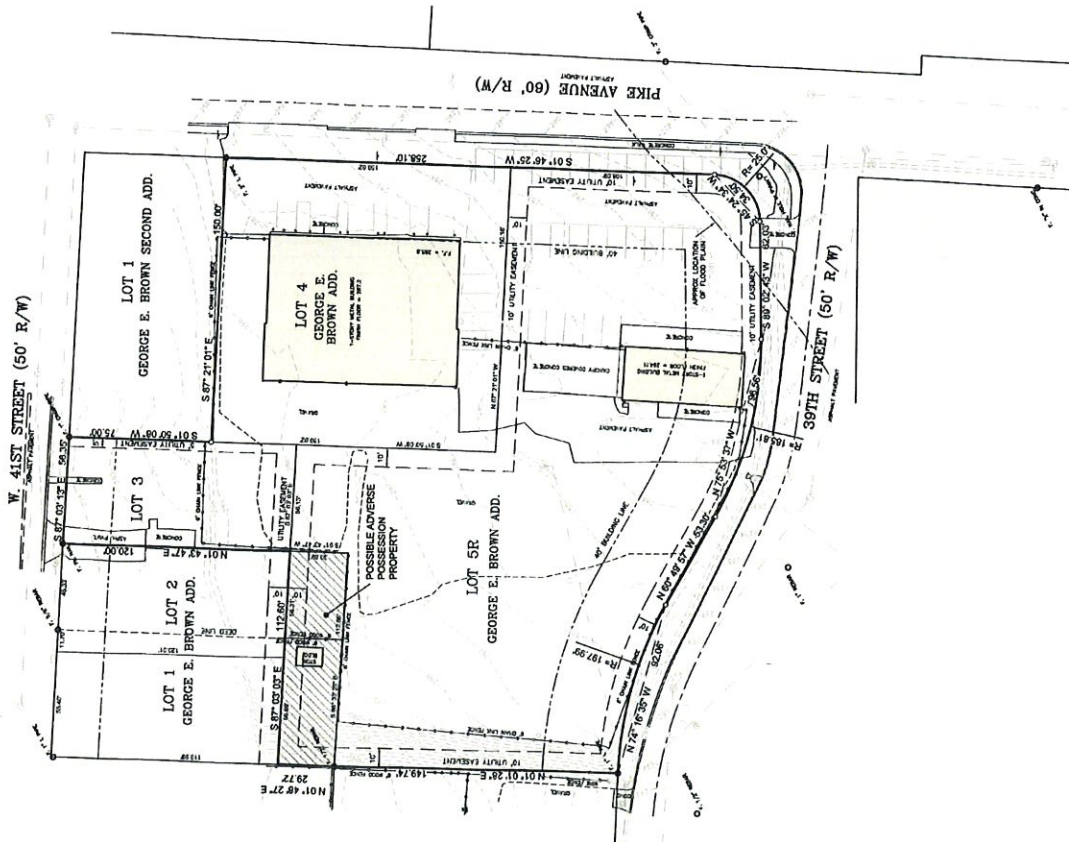
PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

|  |                     |      |      |
|--|---------------------|------|------|
| FILED  | 11.25               | A.M. | P.M. |
| By   | A. Smith, City Atty |      |      |
| DATE   | 3/19/19             |      |      |
| Diane Whitbey, City Clerk and Collector<br>North Little Rock, Arkansas |                     |      |      |
| RECEIVED BY  | B. J. H.            |      |      |









# LEGEND

|                              |                              |
|------------------------------|------------------------------|
| PROPERTY LINE                | BOUNDARY LINE                |
| EXISTING EASEL LINE          | EXISTING EASEL LINE          |
| OVERHEAD ELECTRIC LINE       | OVERHEAD ELECTRIC LINE       |
| WATER LINE                   | WATER LINE                   |
| 100' W. FLOOD PLAIN          | 100' W. FLOOD PLAIN          |
| PROPOSED - AS SHOWN          | PROPOSED - AS SHOWN          |
| UTILITY POLE & CUP           | UTILITY POLE & CUP           |
| SAFETY FENCE MANHOLE         | SAFETY FENCE MANHOLE         |
| FOUND SURVEY MARKER AS SHOWN | FOUND SURVEY MARKER AS SHOWN |
| SET FROM P.M. & CAP          | SET FROM P.M. & CAP          |
| A.C. LIMIT                   | A.C. LIMIT                   |
| WATER VALVE                  | WATER VALVE                  |
| FIRE HYDRANT                 | FIRE HYDRANT                 |
| ROOF MAN                     | ROOF MAN                     |
| INLAND                       | INLAND                       |
| ELECTRIC BOX                 | ELECTRIC BOX                 |
| CURB METER                   | CURB METER                   |
| ELECTRIC METER               | ELECTRIC METER               |
| WATER METER                  | WATER METER                  |
| SEWER                        | SEWER                        |
| GAS METER                    | GAS METER                    |

## SURVEYOR'S NOTES

1. THE INFORMATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS, AND THE FIELD SURVEY OF THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY CHANGES TO THE UTILITIES SINCE THE DATE OF THE SURVEY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY CHANGES TO THE UTILITIES SINCE THE DATE OF THE SURVEY.
2. A PART OF THIS PROPERTY IS SHOWN IN THE 100' YEAR FLOOD PLAIN ON THE DATED JULY 4, 2014, MAP COMMUNITY PANEL NUMBER 0012Z.
3. THIS PROPERTY IS ZONED C-4 AND R-1.
4. THE SURVEYOR HAS MADE NO INVESTIGATION OF INDEPENDENT TITLE OR RECORDS OF THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY CHANGES TO THE UTILITIES SINCE THE DATE OF THE SURVEY.
5. A 100' W. FLOOD PLAIN IS SHOWN ON THE DATED JULY 4, 2014, MAP COMMUNITY PANEL NUMBER 0012Z.
6. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY CHANGES TO THE UTILITIES SINCE THE DATE OF THE SURVEY.

## CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEYOR HAS MADE NO INVESTIGATION OF INDEPENDENT TITLE OR RECORDS OF THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY CHANGES TO THE UTILITIES SINCE THE DATE OF THE SURVEY.

FOR THE USE AND BENEFIT OF:  
CITY OF NORTH LITTLE ROCK



GRAPHIC SCALE  
1 inch = 20 ft.



THOMAS  
ENGINEERING  
COMPANY

BOUNDARY & TOPOGRAPHIC  
SURVEY OF THE  
GEORGE E. BROWN ADDITION  
CITY OF NORTH LITTLE ROCK,  
PULASKI COUNTY, ARKANSAS

|           |      |         |
|-----------|------|---------|
| APPROVED  | DATE | 1/20/19 |
| CHART BY  | DATE | 1/20/19 |
| SCALE     | DATE | 1/20/19 |
| SHEET NO. | DATE | 1/20/19 |
| 1 OF 1    | DATE | 1/20/19 |

3910 LOCKPORT ROAD, N. LITTLE ROCK, AR 72116  
TEL 501-752-4643 FAX 501-752-0814

## **SUMMARY OF IMPORTANT DATA AND CONCLUSIONS**

**LOCATION:** 3917 and 3921 Pike Avenue  
North Little Rock, Arkansas

**LAND AREA:** 42,000 SF, subject to survey.

**IMPROVEMENTS:** 2 metal automobile service buildings with 3919 Pike containing approximately 1,820 square feet and 3921 containing approximately 7,560 square feet. There is a canopy attached to 3919 that covers 1,300 square feet.

**HIGHEST AND BEST USE:** Current auto repair/auto sales use.

**VALUE OPINION BY  
COST APPROACH:** N/A

**VALUE OPINION BY  
SALES COMPARISON APPROACH:** \$415,000

**VALUE OPINION BY  
INCOME APPROACH:** \$370,000

**FINAL VALUE OPINION:** \$390,000

**EFFECTIVE DATE OF APPRAISAL:** May 25, 2018

**REPORT DATE:** June 7, 2018

**APPRAISER:** Dwight Pattison

---

Arkansas Appraisal Associates



## **AMENDED OFFER & ACCEPTANCE**

### **KNOW ALL MEN BY THESE PRESENTS:**

**1. BUYER & SELLER(S):** Bobby Brant, owner of property located at 3919 and 3921 Pike Avenue in the City of North Little Rock, AR, hereinafter referred to as "Seller", offers to sell, subject to the terms set forth herein, the following described property to the City of North Little Rock, Arkansas, hereinafter referred to as "Buyer".

### **LEGAL DESCRIPTION OF PROPERTY:**

Lots 3, 4 and 5R, George E. Brown Addition to the City of North Little Rock, Pulaski County, Arkansas

**2. PURCHASE PRICE:** The Buyer will pay \$356,000.00 for fee simple title to the herein-described property. The Seller will be responsible for reasonable closing costs.

**3. EXPRESS CONDITIONS:** This agreement is conditioned upon the following:

(a) Satisfactory Phase II Environmental Site Assessment to be paid for by Buyer;

(b) Seller having an option to lease the building located on Lot 4, for a period not longer than six (6) months, for a monthly lease amount of ONE HUNDRED and NO/100 DOLLARS (\$100.00) for the first three (3) months, and FIVE HUNDRED and NO/100 DOLLARS (\$500.00) FOR THE second three (3) months, to store his business equipment, and from which to operate his business,;

(b) Approval by the North Little Rock City Council;

(c) Closing shall occur no later than May 1, 2019; and

(d) This offer shall expire at noon on March 25, 2019. Buyer shall consider expiration to be a rejection of this offer.

**4. CONVEYANCE/WARRANTY:** Seller agrees to grant, bargain, transfer and convey the above-described property unto Buyer and unto its administrators and assigns. Seller hereby covenants with the Buyer that it is the lawful owner of said property, that the property is free from liens and encumbrances, that Seller has good right to sell the



same; and that Seller will warrant and defend the same against the lawful claims and demands of all persons or entities whomsoever.

**5. POSSESSION:** Possession shall be delivered to Buyer upon closing.

**6. INSPECTION:** Buyer certifies that Buyer has inspected the property and is not relying upon any warranties, representations or statements of any agent or Seller other than those specified herein.

**7. MISCELLANEOUS:**

a. This agreement shall be governed by the laws of the State of Arkansas.

b. This agreement contains the complete agreement between the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

c. Any portion of this agreement not otherwise consummated at closing will survive the closing of this transaction as a continuing agreement by and between the parties.

d. This agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and assigns.

e. Time is of the essence with respect to this offer and acceptance.

**8. ACCEPTANCE:** The term "acceptance" as used herein shall mean the later of the two dates on which this agreement is signed by Seller or when signed by North Little Rock's Mayor, as indicated by the appropriate signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**SELLER:**

Bobby Brant

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

CITY OF NORTH LITTLE ROCK, AR

By: \_\_\_\_\_

Joe A. Smith, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Diane Whitbey, City Clerk

[SEAL]

PREPARED BY:  
Office of North Little Rock City Attorney  
116 Main Street  
North Little Rock, AR 72114