

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SELL CERTAIN REAL PROPERTY LOCATED ON ALLEN STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, TO HABITAT FOR HUMANITY OF CENTRAL ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (the "City") desires to sell certain real property located on Allen Street, North Little Rock, Arkansas, to Habitat for Humanity of Central Arkansas ("Habitat") and Habitat wishes to purchase said land.

WHEREAS, Habitat has advised the City that it will demolish structures on the subject property and plans to construct several affordable residential housing units to continue and broaden its work in providing needed affordable housing to citizens and residents of North Little Rock; and

WHEREAS, Arkansas Code Ann. § 14-54-302 authorizes the City to sell its real property when authorized by a resolution approved by a majority vote of the City Council presenting and participating; and

WHEREAS, the City benefits from proper development and use of properties within its boundaries, including construction of affordable residential housing for its residents, and it is in the best interests of the City and its residents to sell said property to Habitat for a nominal amount.

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 execute a Real Estate Purchase Agreement and Quitclaim Deed (substantially similar to Exhibits A and B attached hereto and incorporated herein by reference) for the sale of property to Habitat for Humanity of Central Arkansas, said property being more particularly described as follows:

PART OF THE SOUTH 3/4 OF THE SW1/4 SE1/4, SECTION 15,
TOWNSHIP 2 NORTH, RANGE 12 WEST, NORTH LITTLE ROCK,
PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LEVY
METHODIST CHURCH SUBDIVISION; THENCE N 01° 38' 20" E
ALONG THE WESTERN RIGHT-OF-WAY LINE OF ALLEN STREET
(50' ROW) FOR 240.27 FEET TO THE POINT OF BEGINNING;
THENCE N 88° 56' 34" W FOR 304.31 FEET; THENCE N 01° 03' 26"

E FOR 110.21 FEET; THENCE N 02° 36' 21" W FOR 60.34 FEET; THENCE N 02° 54' 18" E FOR 67.39 FEET; THENCE N 12° 43' 48" E FOR 66.25 FEET; THENCE N 16° 30' 04" E FOR 57.47 FEET; THENCE N 04° 57' 53" E FOR 44.39 FEET; THENCE N 02° 20' 53" E FOR 45.44 FEET; THENCE S 87° 39' 07" E FOR 277.79 FEET TO SAID WESTERN RIGHT-OF-WAY LINE; THENCE S 01° 38' 20" W ALONG SAID RIGHT-OF-WAY LINE FOR 441.54 FEET TO THE POINT OF BEGINNING, CONTAINING 132,663 SQUARE FEET OR 3.046 ACRES, MORE OR LESS. (See map attached hereto as Exhibit C).

SECTION 2: That the City Attorney shall approve all agreements and documents necessary to effectuate the sale and conveyance of the herein described property.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:



Mayor Joe A. Smith *by JAF*

ATTEST:

Diane Whitbey, City Clerk

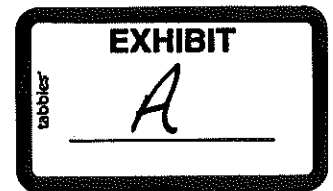
APPROVED AS TO FORM:



Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kh

FILED	<u>11:30</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>3-20-18</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Usberry</u>			



REAL ESTATE PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. BUYER & SELLER(S): The City of North Little Rock, Arkansas, hereinafter referred to as the City or Seller, offers to sell, subject to the terms set forth herein, a certain parcel of vacant land located on Allen Street, North Little Rock, Arkansas to Habitat for Humanity of Central Arkansas, hereinafter referred to as Habitat or Buyer, said property being more particularly described as follows:

LEGAL DESCRIPTION OF PROPERTY:

PART OF THE SOUTH 3/4 OF THE SW1/4 SE1/4, SECTION 15, TOWNSHIP 2 NORTH, RANGE 12 WEST, NORTH LITTLE ROCK, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LEVY METHODIST CHURCH SUBDIVISION; THENCE N 01° 38' 20" E ALONG THE WESTERN RIGHT-OF-WAY LINE OF ALLEN STREET (50' ROW) FOR 240.27 FEET TO THE POINT OF BEGINNING; THENCE N 88° 56' 34" W FOR 304.31 FEET; THENCE N 01° 03' 26" E FOR 110.21 FEET; THENCE N 02° 36' 21" W FOR 60.34 FEET; THENCE N 02° 54' 18" E FOR 67.39 FEET; THENCE N 12° 43' 48" E FOR 66.25 FEET; THENCE N 16° 30' 04" E FOR 57.47 FEET; THENCE N 04° 57' 53" E FOR 44.39 FEET; THENCE N 02° 20' 53" E FOR 45.44 FEET; THENCE S 87° 39' 07" E FOR 277.79 FEET TO SAID WESTERN RIGHT-OF-WAY LINE; THENCE S 01° 38' 20" W ALONG SAID RIGHT-OF-WAY LINE FOR 441.54 FEET TO THE POINT OF BEGINNING, CONTAINING 132,663 SQUARE FEET OR 3.046 ACRES, MORE OR LESS.

2. PURCHASE PRICE: Habitat will pay \$10.00, and other good and valuable consideration, for fee simple title to the herein-described property. Buyer will pay all costs as are customarily assigned during the closing of the real estate transaction. Buyer shall pay any property taxes due at the time of sale.

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

- a. Habitat will demolish existing building(s) located on the subject property within twelve (12) months from the final date of execution hereof. In the event Habitat fails to complete demolition and clean-up of the subject property within said twelve-month period, Seller shall have first option to buy the property back from Buyer for the sum of \$10.00.
- b. Closing shall occur no later than _____, 2018;
- c. Approval by the North Little Rock City Council; and
- d. This offer shall expire at noon on _____, 2018. Buyer shall consider expiration to be a rejection of this offer.

4. CONVEYANCE: 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, and that Seller has good right to sell the same.

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

6. INSPECTION: Buyer understands that it is buying the subject property AS IS and certifies that it 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.

SELLER:

CITY OF NORTH LITTLE ROCK, AR
300 Main Street
North Little Rock, AR 72114

By: _____
Joe A. Smith, Mayor

ATTEST:

Diane Whitbey, City Clerk

BUYER:

**HABITAT FOR HUMANITY OF
CENTRAL ARKANSAS**
6700 S. University Ave.
Little Rock, AR 72209

By: _____
Name: _____
Title: _____

[SEAL]

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

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

On this _____ day of _____, 2018, 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

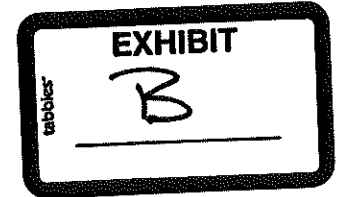
STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

On this _____ day of _____, 2018, before me, a Notary Public duly commissioned, qualified and acting, within and for the State and County aforesaid, appeared in person the within named _____ of Habitat for Humanity of Central Arkansas, to me personally known, who stated that he was duly authorized in his official capacity as _____ to execute the foregoing instrument for and in the name of Habitat for Humanity for Pulaski County, 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:



QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of North Little Rock, Arkansas, **GRANTOR**, by its Mayor and City Clerk, duly authorized by Resolution No. _____ adopted by the North Little Rock City Council on March _____, 2018, for and in consideration of the sum of Ten & 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Habitat for Humanity of Central Arkansas, **GRANTEE**, the receipt of which is hereby acknowledged, does hereby grant, sell, convey and quitclaim unto the said **GRANTEE**, and unto its successors and assigns forever, all its right, title, interest and claim in and to the following land lying in the City of North Little Rock, Pulaski County, Arkansas:

PART OF THE SOUTH 3/4 OF THE SW1/4 SE1/4, SECTION 15,
TOWNSHIP 2 NORTH, RANGE 12 WEST, NORTH LITTLE ROCK,
PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

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N 04° 57' 53" E FOR 44.39 FEET; THENCE N 02° 20' 53" E FOR 45.44
FEET; THENCE S 87° 39' 07" E FOR 277.79 FEET TO SAID
WESTERN RIGHT-OF-WAY LINE; THENCE S 01° 38' 20" W
ALONG SAID RIGHT-OF-WAY LINE FOR 441.54 FEET TO THE
POINT OF BEGINNING, CONTAINING 132,663 SQUARE FEET OR
3.046 ACRES, MORE OR LESS.

To have and to hold the same unto the said **GRANTEE** and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

IN WITNESS WHEREOF, the name of the **GRANTOR** is hereunto affixed by its Mayor and its seal affixed by its City Clerk this _____ day of March, 2018.

CITY OF NORTH LITTLE ROCK, AR

By _____
Joe A. Smith, Mayor

ATTEST:

Diane Whitbey, City Clerk

[SEAL]

Prepared by:
Office of North Little Rock City Attorney
300 Main Street
North Little Rock, AR 72114
(501) 975-3755

ACKNOWLEDGEMENT

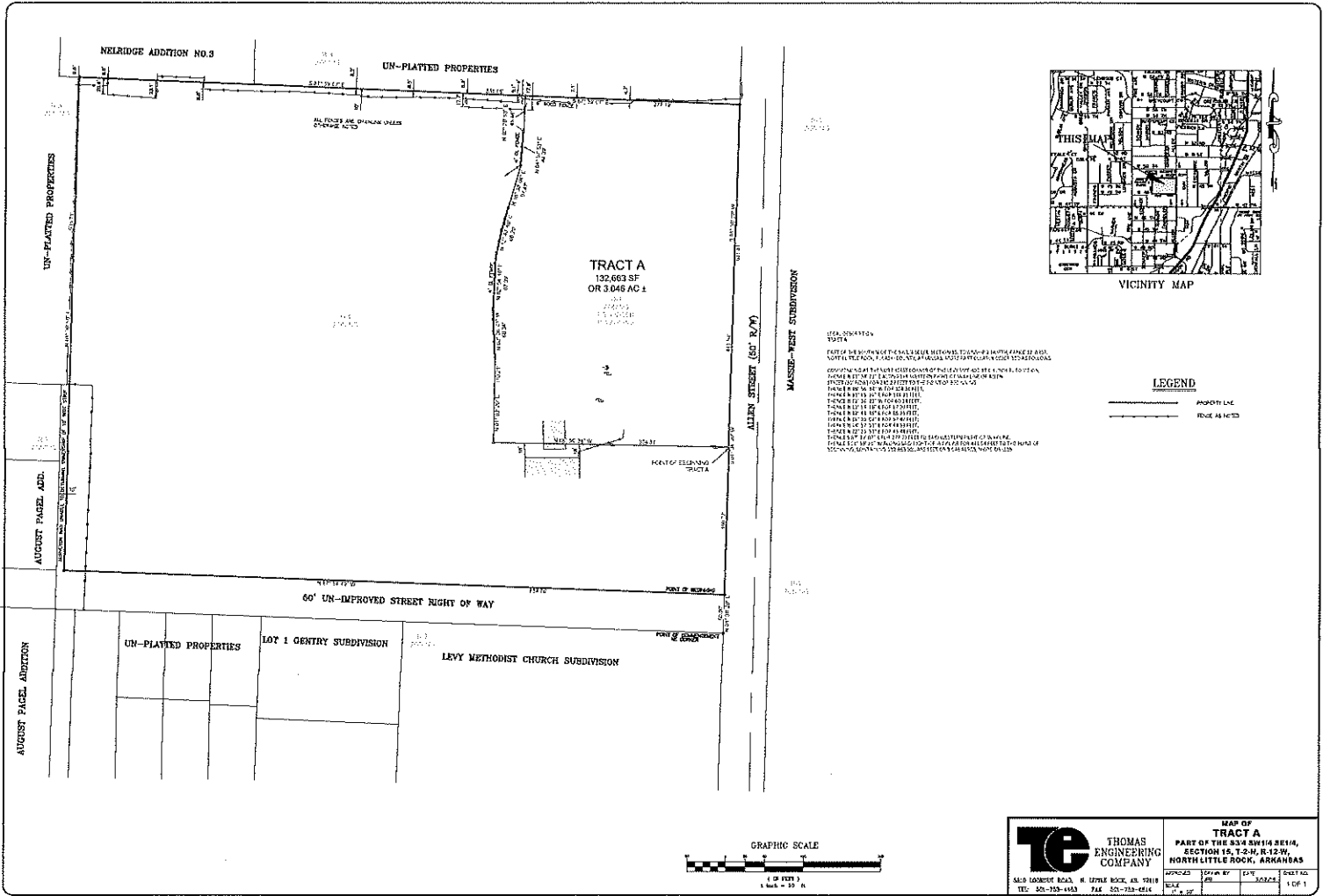
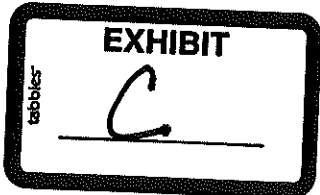
STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

BE IT REMEMBERED, that on this day comes before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned, qualified and acting, Joe A. Smith and Diane Whitbey, to me well known, who stated that they were Mayor and City Clerk of the City of North Little Rock, Arkansas, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of the City of North Little Rock and further stated and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of March, 2018.

Notary Public

My Commission Expires:



PLOTTED: 2/14/2018
NORTH HEIGHTS SCHOOL BERRY & B