

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A REAL ESTATE DEVELOPMENT AND OPTION TO PURCHASE AGREEMENT WITH CENTENNIAL BANK; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (“the City”) owns certain property in its downtown corridor, located at the southeast corner of the intersection of North Main Street and East 7th Street/Bishop Lindsey Avenue, that is suitable for development consistent with the historic appearance of the area and for such uses that would attract visitors and employment opportunities (see map attached hereto as Exhibit “A”); and

WHEREAS, Centennial is a local bank that desires to purchase City property in the downtown area for corporate purposes and has requested a due diligence period to conduct a feasibility study with an option to purchase the herein described property at the conclusion of said period; and

WHEREAS, the City believes that the due diligence period and option to purchase would be favorable and beneficial to the City.

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 a Real Estate Development and Option to Purchase Agreement (substantially similar to Exhibit “B” attached hereto and incorporated herein by reference) between the City and Centennial Bank to conduct a feasibility study of, with an option to purchase, a certain rectangular parcel of real property consisting of roughly 8,000 square feet in proximity to the southeast intersection of North Main Street and East 7th Street/Bishop Lindsey Avenue right-of-way, such parcel being part of Lot 1, Silver Side Addition to the City of North Little Rock, as graphically depicted on Exhibit “A” attached hereto.

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

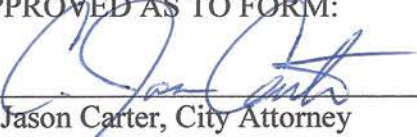
SPONSOR:

ATTEST:


Mayor Joe A. Smith

Diane Whitbey, City Clerk

APPROVED AS TO FORM:


C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

W 7TH ST

BISHOP LINDSEY AVE

Approx. 8000
square feet

Approx. 100'

Approx 80'

MAIN ST

EXHIBIT

"A"

tabbles



0 25 50 100 Feet

Date: 4/19/2017



REAL ESTATE DEVELOPMENT AND
OPTION TO PURCHASE AGREEMENT

Between
CITY OF NORTH LITTLE ROCK, ARKANSAS
And
Centennial Bank

April 2017 68

This Agreement made and entered into this 21 day of ~~November~~, 2016, by and between the **City of North Little Rock, Arkansas**, a municipal corporation of the State of Arkansas acting by and through its Mayor and City Clerk, (hereinafter referred to as "the City"), and **Centennial Bank**, a corporation organized under the laws of the State of Arkansas, or assignee thereof (hereinafter referred to as "Centennial"):

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

WHEREAS, the City owns certain property in its downtown corridor that is suitable for development consistent with the historic appearance of the area and for such uses that attract visitors and employment opportunities; and

WHEREAS, Centennial is a local bank that desires to purchase City property in the downtown area for corporate purposes; and

WHEREAS, Centennial has requested a due diligence period to conduct a feasibility study with an option to purchase the herein described property at the conclusion of said period; and

WHEREAS, the City has found and determined that the due diligence period and option described herein are favorable to the City.

NOW, THEREFORE, in consideration of one hundred dollars (\$100.00), the receipt of which is hereby acknowledged, and 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. Subject Property. Throughout this document, "Subject Property" shall refer to a certain rectangular parcel of real property consisting of roughly 8,000 square feet in proximity to the southeast intersection of North Main Street and East 7th Street/Bishop Lindsey Avenue, with approximately 100 feet of frontage along North Main Street right-of-way and 80 feet of frontage along East 7th Street/Bishop Lindsey Avenue right-of-way, such parcel being part of Lot 1, Silver Side Addition to the City of North Little Rock, as graphically depicted on Exhibit A.

The parties agree that a more definite description of the Subject Property will be developed prior to closing.

2. **Term.** The term of this Agreement shall be that period of time commencing on the day after this Agreement is approved by the North Little Rock City Council and concluding at midnight on the 120th day following commencement ("Original Term"), unless terminated earlier in accordance with this Agreement. No extension of the Term will be valid without approval of the North Little Rock City Council.

3. **Option to Purchase.** Centennial is granted the right, privilege and option to purchase ("Option") the Subject Property at a price of \$11.00 per square foot at any time on or before expiration of the Term according to the terms hereinafter set forth. This Option may only be exercised by notifying the North Little Rock Mayor in writing by ordinary mail, at 300 Main Street, North Little Rock, AR 72114. Upon exercising the Option, the City shall sell and Centennial shall buy the Subject Property for the price, on the terms, and subject to the conditions herein set forth.

4. **Developmental Control.** The City shall retain full developmental control of the Subject Property for a period of four (4) years following the execution of this Agreement which shall include without limitation control over architectural appearance, size, proposed use, external improvements, and the like. Centennial shall not construct, or allow to be constructed, any structure, building, or other improvement on the Subject Property without the express approval of the North Little Rock City Council, which shall not be unreasonably withheld. Centennial shall present a satisfactory development plan to City Council, receive a building permit for construction in accordance with the plan, and commence work within two (2) years of the closing date set by paragraph 5 of this Agreement.

5. **Title Documents.** Upon the exercise of this option within the specified time by Centennial, the City shall provide to Centennial, as promptly as possible, an abstract of title reflecting a fee simple title to the Subject Property. From the day of delivery of the abstract, Centennial shall have ten (10) days within which to cause the abstract of title to be examined by Centennial's attorneys and to present in writing any material objections to the title. If any such material objections are presented in writing to the City, the City shall have ten (10) days within which to cure the same. In the event that Centennial does not assert any material defects in the title offered, or if the title is found to be acceptable to the parties, a closing date shall be set for a time mutually agreeable to the parties, but not later than ten (10) days following the expiration of the period of time provided for the examination of the abstract of title by Centennial's attorneys. In the event that the title is not found to be merchantable and the defects therein are not cured by the City within ten (10) days, Centennial shall have the right and option to cancel and terminate the then-existing contract for the purchase of the property and to be refunded the amount, if any, paid for the option, and at that time, all of the mutual rights of the parties hereunder shall cease and terminate.

6. **Closing.** On the closing date, the City shall make, execute and deliver to Centennial a Warranty Deed in proper form conveying fee simple title to the Subject Property. Transfer of title shall neither eliminate nor mitigate the development controls described in paragraph 4 or the Right of Repurchase described in paragraph 7. The purchase price shall be paid, in cash, at the closing by Centennial to the City.

7. **Right of Repurchase.** Should Centennial exercise the option in paragraph 3 and fail to meet any requirement of this Agreement, the City shall have the right to repurchase the Subject Property from Centennial at the purchase price, less five percent (5%).

8. **Time is of the essence.** If Centennial shall not have exercised this option to purchase within the time and in the manner herein stated, all of Centennial's rights hereunder shall at once cease and terminate.

9. **Force Majeure.** If Centennial is delayed at any time in presenting a development plan to the City Council, receiving a building permit for construction in accordance with the plan or commencing work within two (2) years of the execution of this Agreement by labor disputes, fire, flood, abnormal adverse weather conditions that affect the commencement of construction which were not reasonably anticipatable, unavoidable casualties or any other causes or acts of third parties not within control of Centennial, then any time period under this Agreement for the performance of certain obligations shall be extended by the same number of days which Centennial is delayed by such acts which are not under Centennial's control.

10. **Freedom of Information.** The parties hereto acknowledge that this agreement and all information produced by this agreement is subject to public disclosure pursuant to the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101, et seq.).

11. **Notice.** The point of contact of administration of this Agreement for each party is identified below. Any and all notices given pursuant to this agreement shall be via the designated point of contact.

FOR THE CITY:	FOR Centennial:
City of North Little Rock, AR	Centennial Bank
Attn: Mayor Joe A. Smith	Attn:
Address: 300 Main Street	Address:
North Little Rock, AR 72114	
Phone: (501) 975-8601	Phone: (501)

12. **Entire Agreement.** This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.

13. **Modification.** No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.


14. Governing Law. The parties hereto agree that this agreement shall be construed under the laws of the State of Arkansas, and further agree that proper jurisdiction and venue for any cause of action arising from this agreement shall be vested in the state courts of Arkansas.

15. Non-waiver. No delay or failure to exercise any right under this Agreement shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

16. Authority. The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein, provided that, this Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

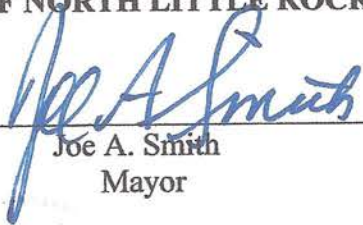
17. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

18. Filing. This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

WITNESS our hands and seals this 21 day of April, 2017. 

CITY OF NORTH LITTLE ROCK, AR

By



Joe A. Smith

Title:

Mayor

CENTENNIAL BANK

By



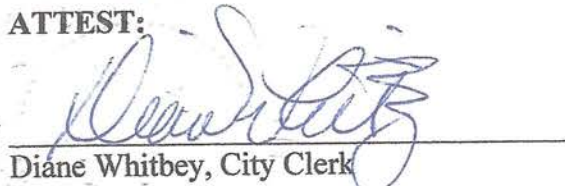
Name:

GORDON SILASKI

Title:

DIVISION President

ATTEST:



Diane Whitbey, City Clerk

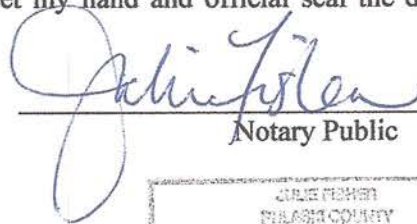
[SEAL]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

On this 21st day of April, 2016, 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.

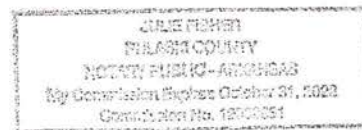
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date first above written.



Notary Public

My Commission Expires:

10/31/22



ACKNOWLEDGMENT

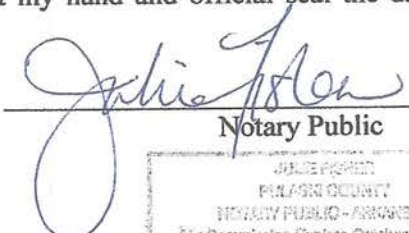
STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

On this 21st day of April, 2016, before me, a Notary Public duly commissioned, qualified and acting, within and for the State and County aforesaid, appeared in person the within named Gordon Silaski, as Div. President of Centennial Bank, to me personally known, who stated that he was duly authorized in his official capacity to execute 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.

My Commission Expires:

10/31/22



Notary Public
