

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN OFFER AND ACCEPTANCE WITH SOUTHEAST FINANCIAL MANAGEMENT, LLC AND TO PURCHASE CERTAIN REAL PROPERTY LOCATED AT 9906 EAST HIGHWAY 165 IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, since 2015, the City of North Little Rock ("City") has leased certain real property located at 9906 E. Highway 165 ("Property") from Southeast Financial Management, LLC ("Southeast") located in the City of North Little Rock, Arkansas (the "City") and has utilized the property as Fire Station No. 11 (see map attached hereto as Exhibit A); and

WHEREAS, Southeast has offered to sell the Property to the City for the purchase price of \$220,000.00; and

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

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 Offer and Acceptance (substantially similar to Exhibit B attached hereto and incorporated herein by reference) with Southeast Financial Management, LLC and to purchase certain real property located at 9906 E. Highway 165 in the City of North Little Rock.

SECTION 2: That the City Attorney shall review and approve all documents necessary to effectuate the purchase of the herein described Property.

SECTION 3: That the purchase price of the Property, together with closing costs, has been previously appropriated in the 2017 Sales Tax Capital Improvement Fund.

SECTION 4: 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

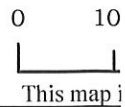
PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kh

FILED	11:05	A.M.	_____	P.M.
By	A. Fields			
DATE	5-22-18			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	S. Ussery			



9906 Highway 165

Date: 5/17/2018





COLDWELL BANKER COMMERCIAL
HATHAWAY GROUP
 2100 Riverdale, Suite 100 Little Rock, AR 72202
 PO Box 3730 Little Rock, AR 72203-3730
 501.663.5400 or Fax 501.663.5408
 www.hathawaygroup.com

OFFER & ACCEPTANCE

1. **BUYER & SELLER:** City of North Little Rock, hereinafter referred to as "Buyer," offers to buy, subject to the terms set forth herein, the below described property from Southeast Financial Management, LLC, hereinafter referred to as "Seller."
2. **PROPERTY DESCRIBED AS:** Property and improvements located at 9906 E. Highway 165, North Little Rock, Arkansas.
3. **PURCHASE PRICE:** The Buyer will pay \$220,000 for the property, payable in cash at closing.
4. **SPECIAL CONDITIONS:** Buyer's Offer is conditioned upon satisfaction of the Special Conditions attached hereto on Exhibit A.
5. **EARNEST MONEY:** Buyer herewith tenders a check for \$500 to be deposited upon acceptance as earnest money which shall apply to purchase price or closing costs. Earnest money shall be held in escrow by the title company. If title requirements are not fulfilled, or if those Special Conditions providing for an earnest money refund are not satisfied, the earnest money deposit shall be refunded to Buyer. If Buyer fails to fulfill his obligations or if, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the sole and exclusive option of the Seller, be retained by the Seller as liquidated damages. Alternatively, Seller may return the earnest money and assert all legal or equitable rights which may exist as a result of Buyer's breach of contract.
6. **CONVEYANCE:** Conveyance shall be made to Buyer, or as directed by Buyer, by general warranty deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the property.
7. **TITLE INSURANCE:** Within fifteen (15) days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the purchase price issued by a company authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer. Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the premises, then within seven (7) days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within seven (7) days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such seven (7) day period, Seller fails to cure and/or have waived such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then, within five (5) days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- a) Terminate this agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- b) Purchase the premises subject to such objections and exceptions with no reduction in the purchase price; or
- c) Agree to extend the closing date for thirty (30) days, to give Seller additional time to cure such objections.

If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and this condition shall be satisfied.

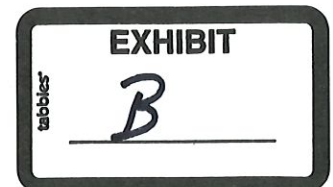
Seller shall furnish the committed owner's title insurance policy as soon as practicable after closing, and shall pay all expenses related to the owner's title insurance policy.

8. **PRORATIONS:** Taxes and special assessments due on or before closing shall be paid by Seller. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, current general taxes and special assessments, rental payments, utilities, and any interest on assumed loans shall be prorated at closing unless otherwise specified herein.
9. **CLOSING:** Closing shall occur at such time as mutually agreed by the parties, provided that the date shall be no later than June 21, 2018, unless such requirement is waived in writing by both parties and a new date substituted therefor. Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the Buyer as indicated below:

Buyer:

- | | |
|--|---|
| <ul style="list-style-type: none"> ➤ Title examination or search fees, ➤ Premium for owner's title insurance policy, ➤ IRS notification form, ➤ Preparation of conveyance documents, ➤ All escrow fees, ➤ All documentary stamps, ➤ Other charges as customarily paid by Seller | <ul style="list-style-type: none"> ➤ Premium for mortgagee's title insurance policy, ➤ Recording fees, ➤ Preparation of loan documents |
|--|---|

10. **POSSESSION:** Possession shall be delivered to Buyer upon the closing date.



11. ATTACHED FIXTURES AND EQUIPMENT: Unless specifically excluded herein, all attached fixtures and equipment, if any, are included in the purchase price.
12. INSPECTIONS AND REPAIRS: Buyer certifies that Buyer has inspected or will inspect the property and is not relying upon any warranties, representations or statements of any agent or Seller as to age or condition of improvements, other than those specified herein.
13. RISK OF LOSS: If prior to closing of this transaction the improvements on the property shall be destroyed or materially damaged by fire or other casualty, this contract shall, at the option of the Buyer, be null and void. If Buyer shall elect, in the event of such loss, that the contract shall be performed, he shall be entitled to the proceeds of insurance applicable to the loss for use in repairing said loss.
14. MISCELLANEOUS:
 - a) This Offer and Acceptance shall be governed by the laws of the State of Arkansas.
 - b) This Offer and Acceptance, including all exhibits, contains the complete agreement between the parties and cannot be varied except by written agreement by 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 Offer and Acceptance not otherwise consummated at closing will survive the closing of this transaction as a continuing agreement by and between the parties.
 - d) This Offer and Acceptance 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.
15. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Offer and Acceptance is signed by Seller or Buyer, as indicated by their 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.
16. AGENCY: LISTING AGENT FIRM AND SELLING AGENT FIRM REPRESENT SELLER: Buyer acknowledges that the Listing Agent Firm and the Selling Agent Firm and all sales associates with those entities are the agents of the Seller and that it is the Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from the Buyer, the Selling Agent Firm, which may be the same as the Listing Agent Firm, disclosed that the Selling Agent Firm represents the Seller.
17. EXPIRATION OF OFFER: This offer shall expire unless accepted in writing by Seller no later than five (5) days after Buyer's signature below.

SELLING AGENT FIRM:
Coldwell Banker Commercial Hathaway Group

BUYER:
City of North Little Rock

Stuart S. Mackey, Agent

Date

Supervising Broker

Date

The above offer is accepted _____, 2018 at ____ AM/PM. Seller agrees to pay the below named agent a fee as agreed upon in a separate Exclusive Listing Agreement for professional services rendered in securing said offer. If for any reason the earnest money provided for herein is forfeited by Buyer under the provisions hereof, same shall be divided equally between Seller and Listing Agent Firm.

LISTING AGENT FIRM:
Coldwell Banker Commercial Hathaway

SELLER:
Southeast Financial Management, LLC

Stuart S. Mackey, Agent

Date

Supervising Broker

Date

**EXHIBIT A
SPECIAL CONDITIONS**

1. **FEASIBILITY.** Buyer shall have until 1 pm, May 30, 2018 to obtain City Council Approval of the purchase of the property. If Buyer fails to remove this condition in writing before 1 pm May 30, 2018, OR if Buyer provides earlier written notice to Seller that Buyer will not remove this condition, this Offer and Acceptance shall be void and the earnest money shall be promptly refunded to Buyer, and Buyer and Seller shall have no further obligation to each other.