

R-18- 150

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN OFFER TO SELL REAL PROPERTY TO THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS AND TO SELL CERTAIN REAL PROPERTY LOCATED ON HILL ROAD (ADJACENT TO THE CAMPUS OF FORT LOGAN H. ROOTS) IN THE CITY OF NORTH LITTLE ROCK; AND FOR OTHER PURPOSES.

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 present and participating; and

WHEREAS, the City of North Little Rock (the "City") owns real property, containing approximately 2.32 acres (95,832 square feet), generally located on Hill Road adjacent to the campus of Fort Logan H. Roots (the "Property"), and desires to sell the same; and

WHEREAS, the United States Department of Veterans Affairs has offered to pay the sum of \$90,000.00 for the Property (see letter dated August 2, 2018, by the Department of Veterans Affairs attached hereto as Exhibit A), and it is in the best interests of the City and its residents to sell said Property to the United States Department of Veterans Affairs.

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 an Offer to Sell Real Property (substantially similar to Exhibit B attached hereto) and to sell to the United States Department of Veterans Affairs the Property located on Hill Road, adjacent to the campus of Fort Logan H. Roots for the total sum of \$90,000.00.

SECTION 2: 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 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:

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

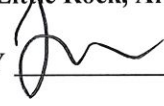
ATTEST:

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	<u>11:17</u>	A.M.	_____	P.M.
By	<u>Amy Fields CA</u>			
DATE	<u>8-7-18</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u></u>			



DEPARTMENT OF VETERANS AFFAIRS
Office of Construction & Facilities Management
Washington DC 20420

August 2, 2018

Mayor Joe Smith
City Hall, 300 Main St.
North Little Rock, AR 72119-5757
Phone: (501) 975-8601

Dear Mayor Smith:

Mr. Mayor, as per our conversation, the U.S. Department of Veterans Affairs (VA) is interested in acquiring the Property that is describe in the attached documents. VA commissioned an appraisal according to "Yellow Book" standards and a review appraisal to evaluate the methodology and findings. Copies of both documents are attached to the e-mail transmitting this letter.

Based on the appraisal report and review appraisal, VA initially made an offer of Sixty-Five Thousand Dollars (\$ 65,000.00) to purchase the Parcel; however, you counteroffered with \$100,000.00. As per our discussion, VA is willing to make an offer of **Ninety Thousand Dollars (\$ 90,000.00)**.

If the City, is amenable to offering the Property for sale to VA at this purchase price, please have an authorized representative sign the Offer to Sell Real Property that is attached to the email transmitting this letter.

If you have any questions, please do not hesitate to contact me at (202) 461 6849 or via e-mail at maina.gakure@va.gov. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in cursive script, reading "Maina Gakure", is positioned above the typed name.

Maina Gakure, DBA
Project Manager



OFFER TO SELL REAL PROPERTY

THIS OFFER TO SELL (this "Offer") is made and entered into this ___ day of August, 2018, (the "Effective Date") between _____ (the "Seller"), with an address of City Hall, 300 Main St., North Little Rock, AR as offeror, and THE UNITED STATES OF AMERICA, FOR AND ON BEHALF OF THE DEPARTMENT OF VETERANS AFFAIRS, (together with its assign(s), "Government"), a federal agency, with an address of 810 Vermont Avenue, N.W., Washington, DC 20420, as offeree.

WHEREAS, the Seller is record owner of fee simple title to the real property described on Exhibit A, attached hereto and incorporated herein, located at Hill Road, adjacent to the campus of Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas and containing about 2.32 acres of land and improvements located thereon, along with all rights, title and interest of the Seller, if any, to hereditaments, easements, and appurtenances thereto, including, but not limited to, any and all streets or other public ways adjacent to the real estate, and to any land lying in the bed of any highway, street, road or avenue, streams, alleys, ways, strips, gores, or railroad rights-of-way abutting or adjoining the property to the center line thereof (collectively, the "Property"); and

WHEREAS, the Seller desires to offer to convey to Government a fee simple interest in the Property; that is conditioned upon (a) the Government's acceptance of this Offer, (b) the completion of "Due Diligence" (as hereinafter defined), which shall include but is not be limited to, the completion of the Government's legal obligations under the National Environmental Policy Act ("NEPA"); the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and the National Historic Preservation Act ("NHPA"), (c) Government's final acceptance and approval of the Property, and (d) other requirements and conditions precedent set forth herein, as satisfactory to the Government in Government's sole opinion;

NOW THEREFORE, in consideration of the above, the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Offer to Sell.** In consideration of the mutual covenants and agreements set forth herein, the Seller hereby offers to sell and convey to the Government all right, title, and interest of the Seller, to the Property.
2. **Acceptance of the Offer.** The Seller agrees that this Offer may be accepted by the Government, through any duly authorized representative, by the Government executing and delivering, mailing, or e-mailing the Notice of Acceptance of Offer attached hereto and incorporated herein as Exhibit B, at any time within sixty (60) days from the date hereof. Upon Government's delivery of this Offer, the terms and conditions herein shall become a binding agreement.

AGREEMENT TO SELL AND PURCHASE REAL ESTATE

3. **Purchase Price.** The amount of consideration to be paid by the Government to the Seller at Closing (as defined in Paragraph 7) for the purchase of the Property ("**Purchase Price**") shall be the sum of Ninety Thousand Dollars (\$ 90,000.00). Full payment of the Purchase Price, subject to adjustments and prorations provided for in this Offer, shall be paid by Government to Seller at the time of Closing.
4. **Due Diligence Investigations.** Government, its agents, employees and contractors, shall be entitled to perform, at Government's sole cost and expense, such due diligence investigations and inspections of the Property and all matters relating thereto and each aspect thereof that Government determines necessary or appropriate ("**Due Diligence**"). Government's Due Diligence activities may include, without limitation, reviewing and assessing title matters concerning the Property, conducting surveys, reviewing and assessing the compliance of the Property with applicable laws, rules and regulations such as those relating to title, Hazardous Materials (as defined in Paragraph 10(c)), flood plains, wetlands, water-table, environmental concerns, endangered species, historic and archeological structures or artifacts, subsoil and other conditions affecting the Property. In connection therewith, Government and its agents may enter upon the Property (as coordinated through Seller) upon reasonable prior notice to Seller, to

EXHIBIT

B

tabbles

Offer to Sell

2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas

Page 2 of 12

perform inspections and tests of the Property and matters related thereto, including, but not limited to, surveys, test borings, and environmental studies.

5. **Conditions Precedent.** The conditions listed in this Paragraph 5, must be satisfied in order for Closing (as defined in Paragraph 7) to occur.

(a.) **Title.** Government will obtain a title insurance commitment from a title company selected by Government (the "**Title Company**"), obligating the Title Company to issue a title insurance policy using the form of American Land Title Association ("**ALTA**") U.S. Policy, dated 9/28/91, as updated, for the Property (the "**Commitment**"). The Commitment will reflect the United States of America and its assigns as the proposed insured in the full amount of the Purchase Price and warrant fee simple title to the Property.

(i.) **Title Defects.** The legal title to the Property must be satisfactory to the Attorney General of the United States whose written approval thereof shall be obtained prior to the conveyance. Seller acknowledges that the title examination of the Property shall be conducted by attorneys of the United States Government pursuant to 40 U.S.C. §3111 and in accordance with the Attorney General's Title Regulations issued on October 2, 1970, as amended in 1974, the Department of Justice Title Standards 2001, and other applicable laws and regulations. The Seller shall, at its sole cost and expense, promptly undertake and use its best efforts to eliminate or modify exceptions to title that are unacceptable to the Attorney General ("**Title Defects**"). In the event Seller is unwilling or unable to remove or mitigate exceptions to title within thirty (30) days after notice from Government, Government may, at its sole discretion: (i) extend the time period for Seller to satisfy Government's objections, (ii) attempt to clear such exceptions and deduct from the Purchase Price all reasonable expenses undertaken to clear exceptions to title, or (iii) terminate this Offer, whereupon the terms and conditions stated herein shall be of no further force and effect except for those that expressly survive such termination.

(ii.) **Delay in Closing Due to Title Defects.** If the Seller is unable to convey satisfactory title as defined herein, the Seller shall provide notice to Government a minimum of thirty (30) days prior to the Closing Date (as defined in Paragraph 7), and thereupon the Closing Date (as defined in Paragraph 7) shall be extended for a period of time equivalent to the number of days necessary to clear the title encumbrance, unless a new Closing Date (as defined in Paragraph 7) is agreed to in writing by both parties. The Government, at its sole discretion, may grant the Seller additional time to clear Title Defects.

(b.) **Due Diligence.** Government's obligation to close under this Offer is further conditioned upon the completion of Due Diligence inspections and investigations with findings (the "**Findings**") satisfactory to Government in Government's sole opinion. In the event the Findings are not satisfactory to Government, Government shall provide notice to Seller as to conditions that are not acceptable. In the event Seller is unable to correct or mitigate the unacceptable condition(s) within sixty (60) days, to Government's satisfaction, Government may elect to (i) extend the period of time for Seller to correct or mitigate the unacceptable condition(s), (ii) correct or mitigate the unacceptable condition(s) at Government's cost and expense and deduct actual costs incurred from the Purchase Price, or (iii) terminate this Offer.

(c.) **Government Approval.** 38 U.S.C. §8103 authorizes the Secretary of the Department of Veterans Affairs (the "**Secretary**") to acquire land for Government. Pursuant to Government's land policy, the Secretary or his delegee must approve this land acquisition in order for this offer to become a valid and enforceable agreement.

(d.) **Environmental Conditions.** Notwithstanding anything to the contrary in this Section 5, or elsewhere in this Offer, should at any time prior to Closing Date (as defined in Paragraph 7), (i) any Hazardous Materials (as defined in Paragraph 10(c) below) be deposited or otherwise enter or affect the Property, or (ii) any environmental law be violated that affects the Property, or (iii) any other adverse environmental condition affect the Property, not caused by the acts or omissions of the Government, any occurrence of the foregoing shall be deemed a Title Defect and subject to the provisions of Paragraph 5(a)(i), above.

Offer to Sell

2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas

Page 3 of 12

(e.) **Application of Sale Proceeds; Satisfaction.** If, as of the Closing Date (as defined in Paragraph 7), there are any Title Defects that the Seller is obligated to pay and discharge, the Seller shall use the cash balance of the Purchase Price to satisfy the same before applying such proceeds to any instruments in recordable form sufficient to satisfy such liens and encumbrances of record, together with the cost of recording and filing said instruments. The existence of any such tax or other liens and encumbrances shall not be deemed Title Defects as of the Closing Date (as defined in Paragraph 7) if the Seller shall comply with the foregoing requirements.

6. **Maintenance of Property.** From and after the date of this Offer, through the Closing Date (as defined in Paragraph 7), the Property will be operated and managed by the Seller in the normal course of business, in a manner consistent with the way the Property is presently being operated and managed.

7. **Closing.** The deed of conveyance shall transfer the Seller's interest to Government pursuant to this Offer (the "Closing") on 31 December, 2018 (the "Closing Date"). Possession of the Property shall be delivered to Government immediately following the Closing

(a.) **Seller's Deliveries.** At Closing, Seller shall deliver to Government the following (collectively, the "Seller's Closing Documents"):

(i.) General Warranty Deed for the Property, in recordable form and subject to Department of Justice requirements, running to Government conveying fee simple title to the Property (the "Deed");

(ii.) Taxes and assessments for the then current year and future years, if applicable, as are not yet due and payable at Closing;

(iii.) Any affidavit or other documentation required by the Title Company to delete exceptions for parties in possession and mechanics' and materialmen's liens from the title policy for the Property.

(iv.) All other documents reasonably required to effectuate this Offer and the transaction contemplated hereby.

(v.) Any and all keys, codes, or information related to access to and security of the Property.

(b.) **Government's Deliveries.** It is agreed that the Government will defray the expenses incident to the preparation and recordation of the Deed and procurement of the necessary title evidence. At Closing, Government shall deliver to Seller the following:

(i.) The Purchase Price.

(ii.) An executed closing statement.

(iii.) All other documents reasonably required to effectuate this Offer, subject to federal law.

(c.) **Delay of Closing.** In the event Seller is unable to convey title or satisfy the prerequisites and conditions precedent in this Offer, then Government shall have the option of either: (i) accepting at Closing such title as Seller is able to convey, if such defect is waivable by Government, or (ii) terminating this Offer, in which event all obligations, liabilities and rights of the parties under this Offer shall terminate except as otherwise herein provided.

8. **Apportionments, Taxes and Expenses.**

(a.) **Prorations for Ad Valorem Taxes.** All ad valorem taxes for the year of the Closing shall be prorated as of the Closing Date. Seller expressly agrees to pay any and all ad valorem taxes for all periods up to the date of the Closing. Seller shall be responsible for the payment of any and all roll-back taxes that are attributable to all periods prior to the Closing Date promptly

Offer to Sell

2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas
Page 4 of 12

after receipt of notice from Government that any such roll-back taxes have been levied and assessed against the Property for such periods. The provisions of this Paragraph shall survive Closing.

(b.) **Prorations for Non Ad Valorem Taxes.** Taxes that are assessed, levied, imposed, or that are a lien on the Property, as well as rents, general and special water and sewer rent or rates, electric and gas charges, and any other charges, if any, shall be pro-rated and adjusted to the day of Closing on the Property, or the day the Government takes possession of the Property, whichever event occurs earlier. Seller expressly agrees to pay any and all non ad valorem taxes for all periods up to the date of the Closing. The provisions of this Paragraph shall survive any Closing and any termination of this Offer.

(c.) **Operating Expenses.** All maintenance, management, electricity, water, gas, sewage, and other utility and operating expenses applicable to the Property shall be prorated and adjusted between the Seller and Government up to the date of the Closing. The proration will be made based upon final readings or invoices as of Closing, or based on estimates of the amounts that will be due and payable on the next payment date, if no final readings or invoices are available. During the sixty (60) day period following the Closing, Seller and Government shall recalculate the foregoing adjustment with the result that Seller shall pay for those expenses attributable to the period of time prior to the Closing Date and Government shall pay for those expenses attributable to the period of time commencing with the Closing Date. Any and all deposits held by utility companies or with other providers of services to the Property shall remain the property of Seller and be returned to the Seller by such companies and providers.

(d.) **Closing Costs.** Government shall pay all of the costs associated with Closing, preparation, and recordation of the Deed as well as other documents necessary to effectuate the transfer of title to the Government and an owner's policy of title insurance.

9. **Access to Property.** The Seller hereby agrees to make the Property available to Government and its contractors and agents to access for purposes of conducting the Due Diligence. Government and its contractors and agents shall provide reasonable advance notice to the Seller when access to the Property is required. Any separate agreements between Seller and Government for access to the Property are revoked in their entirety and replaced by this Offer as of the Effective Date. Upon payment of the Purchase Price, the Seller will immediately vacate the Property and deliver possession to the Government.

10. **Representations, Warranties and Covenants of Seller.** The Seller hereby represents and warrants that to the best of Seller's actual knowledge, the representations and warranties contained within this Paragraph are true and accurate. At Closing, the Seller shall again verify the truth and accuracy of these representations, warranties and covenants, which shall constitute a condition to Closing for the benefit of Government.

(a.) **Authority.** Seller has requisite power and authority to enter into this Offer and all documents now or hereafter to be executed and delivered by Seller pursuant to this Offer. Each person that executes this Offer on behalf of the Seller has the authority to do so and the power to bind the Seller.

(b.) **Condition of Title.** Seller has and is able to convey marketable and merchantable title to the Property, subject only to conditions of title acceptable to the Attorney General of the United States of America. Seller represents and warrants that no recorded or unrecorded matter or agreement exists that would affect title to the Property, such as but not limited to any outstanding rights of first refusal, rights of reverter, options to purchase any portion of the Property, or any unrecorded or undisclosed documents that may affect title to the Property. Seller further represents that it has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property, without any material complaint or objection by any person.

(c.) **Hazardous Materials.** To Seller's knowledge, there are no Hazardous Materials (as hereinafter defined) stored on, incorporated into, located on, present in or used on the Property in violation of, and requiring remediation under, any laws, ordinances, statutes, codes, rules or regulations as of the date of this Offer. The term "Hazardous Materials" shall mean any

Offer to Sell

2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas

Page 5 of 12

substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of CERCLA or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 *et seq.*) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act of 1976, as amended (15 U.S.C. Section 2601 *et seq.*); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; and (vii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the Seller of the Property.

(d.) **No Leases or Other Interests Exist for the Property.** The Seller hereby represents and warrants that there are no existing leases nor agricultural, riparian, surface rights, or occupancy agreements currently affecting the Property as of the Effective Date. The Seller further agrees not to enter such an agreement affecting the Property after the Effective Date.

(e.) **Mineral Rights.** The Seller is not aware of any agreements that exist allowing any party an interest in and/or access to mineral or oil rights on or below the Property. The Seller further agrees not to enter into such an agreement affecting the Property after the Effective Date.

(f.) **Debt, Creditors and Bankruptcy.** The Seller warrants and represents that it has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by the Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of the Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of the Seller's assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally; or (vii) transferred any fee interest in the Property prior to the Effective Date.

11. **Government's Representations.** Provided that all warranties and conditions precedent in this Offer are satisfied, Government will have all requisite power and authority to take title to the Property.

12. **Risk of Loss.** The Seller agrees that loss or damage to the Property by fire or acts of God shall be at the risk of the Seller until the title to the land has transferred to the Government and deed to the Government has been accepted by the Government through its duly authorized representative. In the event that such loss or damage occurs, the Government may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to the Property, in which case there shall be an equitable adjustment of the Purchase Price.

13. **Condemnation.** The Seller agrees that the Government may acquire title to said land and/or building by condemnation or other judicial proceedings, in which event the Seller agrees to cooperate with the Government in the prosecution of such proceedings; agrees that the Purchase Price shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land and building; agrees that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Seller.

14. **Notices.** All notices, approvals, consent, requests and other communications required by this Offer shall be sent in writing and directly to the appropriate party listed below:

If to Seller:

Attn: _____

Offer to Sell
2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of
Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas
Page 6 of 12

If to Government:

Director, Real Property Service
Land Acquisition & Strategic Utilization (003C1E)
Office of Construction and Facilities Management
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420
(202) 632-4641: phone

With a copy to:
Maina Gakure, DBA
Department of Veterans Affairs
Real Property Service (003C1E)
810 Vermont Ave NW
Washington, DC 20420
(202) 461 6849: phone
Maina.gakure@va.gov

With an additional copy to:
Department of Veterans Affairs
Office of General Counsel
Real Property Law Group
810 Vermont Ave NW
Washington, DC 20420

Each notice shall be deemed received at the earlier of (a) when delivered by hand, (b) upon receipt if the same has been deposited in the United States mail with postage prepaid; certified or registered mail; and return receipt requested, or deposited for overnight delivery with a nationally recognized overnight delivery service which provides tracking and receipt services for such deposited notices, addressed in all cases to the respective party at their addresses set forth above, or (c) twenty-four (24) hours after the same has been sent by e-mail.

15. **No Agency or Broker Relationship.** Other than Slusser Emax Partners, LLC, who assisted the Government with Due Diligence activities, Government represents to Seller that Government has not employed any broker or agent in connection with this transaction. Seller agrees to pay all broker commissions earned in connection with this Offer pursuant to any relationship between Seller and a broker or agent, if, and when the Closing shall occur.

If Seller breaches, or otherwise violates this warranty, Government has the right to the following: (1) annul the this Offer without liability; (2) at its sole discretion, deduct from the Purchase Price an amount equal to liability incurred due to Seller's action; and or (3) otherwise recover from Seller the full amount of the commission, percentage, brokerage fee or contingent fee. The provisions of this Paragraph shall survive Closing or the termination of this Offer.

16. **Remedies.**

(a.) **Seller's Remedies.** If Seller shall have fulfilled all of its obligations under this Offer in the time and manner specified herein and Government breaches any of its obligations hereunder, then this Offer shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

(b.) **Government's Remedies.** If Government fulfills its obligations under this Offer in the time and manner specified herein and Seller breaches any of its obligations hereunder, Government shall have the right under this Offer to: (a) bring an action for specific performance for conveyance of the Property on the terms set forth in this Offer, (b) exercise the right of eminent domain in a court of competent jurisdiction, or (c) terminate this Offer and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

Offer to Sell

2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas
Page 7 of 12

(c.) **Exclusive Remedies.** By the express agreement of Government and Seller, the remedies set forth in this Paragraph constitute the sole remedies at law or in equity available to Government and Seller, to the extent permitted by law.

(d.) **Notice of Default and Right to Cure.** If a party defaults under any of provision of this Offer, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party shall have thirty (30) days after receipt of this notice to cure the default. If the defaulting party fails to cure the default within this time period, the non-defaulting party may exercise those remedies granted under this Paragraph or applicable law.

17. **Miscellaneous.**

(a.) The Seller represents and it is a condition of acceptance of this Offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom. This provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

(b.) **Adjustment in Sales Price.** The description of the Property is subject to such modifications as may be necessary to conform to a survey of the property to be made and at the expense of the Government. In the event that the Property has an area less than indicated by the dimensions given in the description, the Government shall elect to take an equitable reduction in the amount of the Purchase Price. The Government is not obligated to conclude the purchase of an area less than that described.

(c.) **Assignability.** Seller must obtain Government's consent in writing prior to assigning its interest in the Property.

(d.) **Governing Law and Parties in Interest.** This Offer shall be governed by the laws of the United States of America and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

(e.) **Time is of the Essence.** Time is of the essence for this Offer. If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 P.M., EST.

(f.) **Headings.** The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Offer, nor shall they affect its meaning, construction or effect.

(g.) **Counterparts.** This Offer may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h.) **Appendices, Addendums and Exhibits.** All documents which are referred to in this Offer, and which are attached hereto or specifically references and labeled, shall be incorporated in and constitute a part of this Offer.

(i.) **Jurisdiction and Venue.** This Offer shall governed by Federal law, and the jurisdiction for any litigation shall be in the United States District Court, Kansas District of Kansas.

(j.) **Entire Agreement.** All terms and conditions with respect to this Offer are expressly contained herein and supersede all previous oral and written statements and documents, and the Seller agrees that no representative or agent of the Government has made any representation or promise with respect to this offer not expressly contained herein. This Offer may be amended, modified or altered only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

Offer to Sell

2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas

Page 8 of 12

(k.) **Disputes.** Any provision in this Offer that purports to assign liability or require expenditure of funds to the Government shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109, Anti-deficiency Act, 31 U.S.C. §1341, and the Federal Tort Claims Act, 28 U.S.C. §§1346(b)(1), 2671-2680.

[Signatures appear on the following page.]

Offer to Sell
2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of
Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas
Page 9 of 12

IN WITNESS WHEREOF, the parties have executed and delivered this Offer as an
instrument under seal as of the date first above written.

SELLER:

By:
Title:

CITY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take
acknowledgments, personally appeared _____, as authorized signatory for the
_____, to me known to be the person described in and who executed the
foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this ____ day
of _____, 201_.

Notary Public

Offer to Sell
2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of
Fort Logan H. Roots, North Little Rock, Pufaski County, Arkansas
Page 10 of 12

SCHEDULE OF EXHIBITS

Exhibit A -- Legal Description of Land
Exhibit B -- Notice of Acceptance

Offer to Sell
2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of
Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas
Page 11 of 12

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

[To be inserted when survey is updated.]

Offer to Sell
2.32 acres (95,832 square feet) more or less, of land, located at Hill Road, adjacent to the campus of
Fort Logan H. Roots, North Little Rock, Pulaski County, Arkansas
Page 12 of 12

EXHIBIT B
NOTICE OF ACCEPTANCE OF OFFER TO SELL

Date:

Reference is hereby made to that certain Offer to Sell (that "**Offer**"), made as of the ___ day of _____, 201__, by and between _____, a _____, with an address of _____, (the "**Seller**"), and THE UNITED STATES OF AMERICA, FOR AND ON BEHALF OF THE DEPARTMENT OF VETERANS AFFAIRS, (together with its assign(s), "**Government**"), with an address of 810 Vermont Avenue, N.W., Washington, DC 20420.

The Offer is hereby accepted for and on behalf of the Government.

Caitlin Cunningham
Director, Land Acquisition and Strategic Utilization
Division (003C1E)
Office of Real Property

This Notice of Acceptance shall be sent to:

DISTRICT OF COLUMBIA
CITY OF WASHINGTON

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Caitlin Cunningham, as authorized signatory of the Government, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this ____ day
of _____, 201__.

Notary Public