

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE A STREET RIGHT OF WAY EASEMENT OVER CERTAIN REAL PROPERTY LOCATED AT THE CORNER OF NORTH MAIN AND WEST 22<sup>ND</sup> STREETS IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock (“the City”) desires to purchase an easement over a certain parcel of property (“ROW Easement”) located at the southwest corner of North Main Street and West 22<sup>nd</sup> Street; and

WHEREAS, the owner of the property has agreed to sell the ROW Easement to the City at a fair market value of \$7,000.00; and

WHEREAS, it is in the best interests of the citizens and residents of the City of North Little Rock that the herein described property be purchased in order to allow improvements which are part of the Main Street Improvements Project approved by City Council with its adoption of Resolution No. 8797 on May 11, 2015.

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 & Acceptance (substantially similar to Exhibit “A” attached hereto) for the purchase of the following described real property located at the southwest corner of the intersection of North Main Street and West 22<sup>nd</sup> Street in North Little Rock for the sum of Seven Thousand & 00/100 Dollars (\$7,000.00):

**LEGAL DESCRIPTION OF RIGHT OF WAY EASEMENT:**

The Eastern 2.5 feet of the Northern 38.0 feet and the Northern 8.0 feet of the Eastern 42.0 feet and the Northern 14.0 feet of the Eastern 18.0 feet, all of Lot A, Earl Replat, City of North Little Rock, Pulaski County, Arkansas; containing 519 square feet, more or less.

SECTION 2: That all closing documents for the sale of the subject property shall be approved by the City Attorney.

SECTION 3: That the total purchase price for the above-described property is included in funds appropriated in the Street Fund for the Main Street Overlay.

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:

Joe A. Smith  
Mayor Joe A. Smith

ATTEST:

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

APPROVED AS TO FORM:

C. Jason Carter  
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>9:06</u>	A.M.	_____	P.M.
By	<u>City Atty Carter</u>			
DATE	<u>8-4-15</u>			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	<u>J. Marshall</u>			



## OFFER & ACCEPTANCE

### KNOW ALL MEN BY THESE PRESENTS:

1. **BUYER & SELLER:** Salina Nou, owner of a certain tract of property located 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 right of way easement to the City of North Little Rock, Arkansas, hereinafter referred to as "Buyer".

### LEGAL DESCRIPTION OF RIGHT OF WAY EASEMENT:

The Eastern 2.5 feet of the Northern 38.0 feet and the Northern 8.0 feet of the Eastern 42.0 feet and the Northern 14.0 feet of the Eastern 18.0 feet, all of Lot "A", Earl Replat, City of North Little Rock, Pulaski County, Arkansas; containing 519 square feet, more or less.

2. **PURCHASE PRICE:** The Buyer will pay \$ 7,000.<sup>00</sup>/<sub>xx</sub> for fee simple title to the herein-described right of way easement, and will be responsible for any reasonable closing costs.

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

- a. Approval by the North Little Rock City Council;
- b. Closing shall occur no later than \_\_\_\_\_, 2015; and
- c. This offer shall expire at noon on \_\_\_\_\_, 2015. 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.

**SELLER:**

SALINA NOZU



(Signature)

Address: 5517 Lexington Avenue  
Benton, AR 72019-1834

Date: 7-31-15

**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  
300 Main Street  
North Little Rock, AR 72114

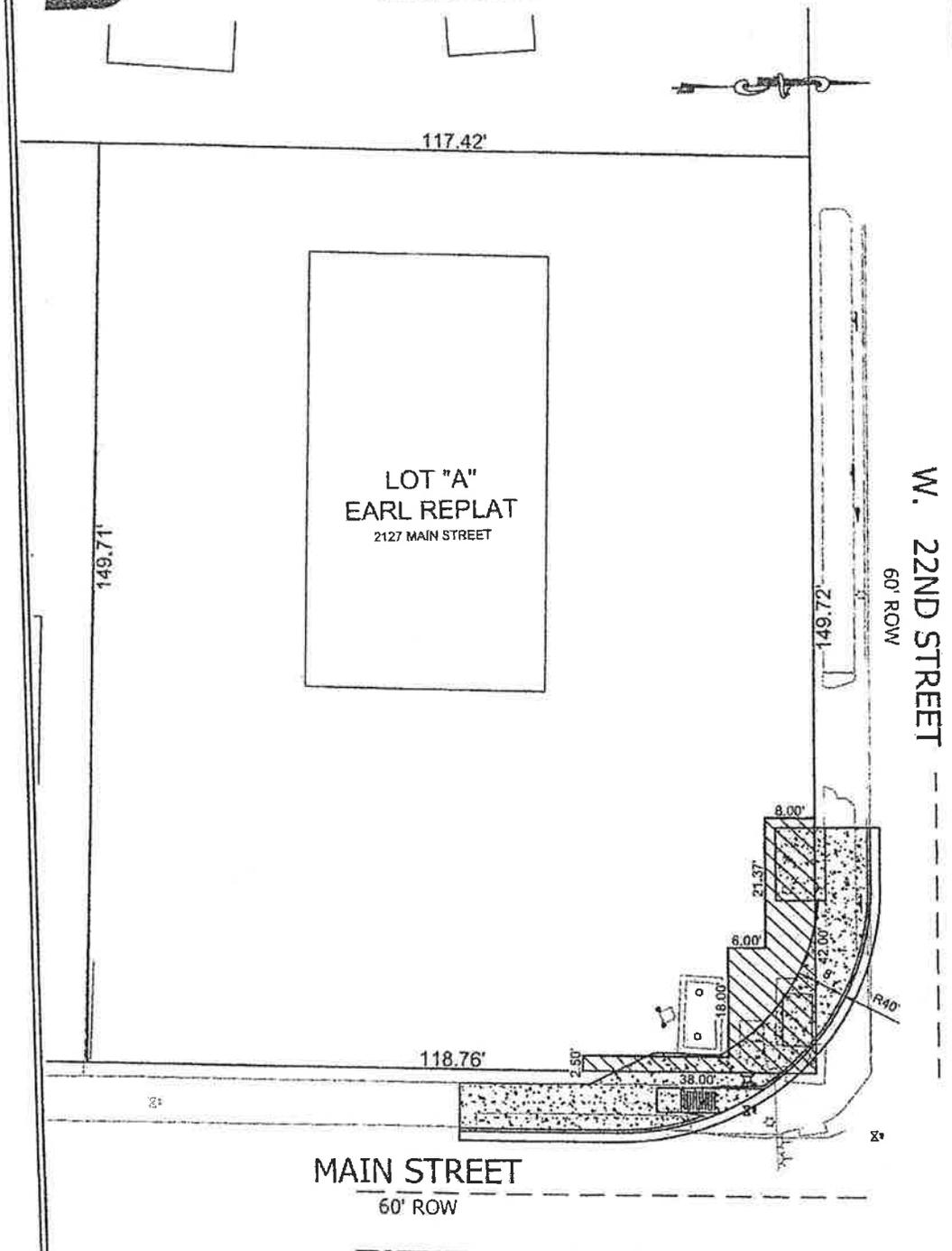


MEMBER NATIONAL SOCIETY  
PROFESSIONAL ENGINEERS

**THOMAS ENGINEERING COMPANY**

3910 LOOKOUT ROAD  
NORTH LITTLE ROCK, ARKANSAS 72116  
TELE. No. 501-753-4463 FAX. 501-753-8814

CIVIL ENGINEERS—LAND SURVEYORS  
LAND PLANNING & DEVELOPMENT  
RESIDENTIAL—COMMERCIAL—INDUSTRIAL



LEGAL DESCRIPTION - ROW DEDICATION

THE EASTERN 2.5 FEET OF THE NORTHERN 38.0 FEET  
AND  
THE NORTHERN 8.0 FEET OF THE EASTERN 42.0 FEET  
AND  
THE NORTHERN 14.0 FEET OF THE EASTERN 18.0 FEET  
ALL OF LOT "A" EARL REPLAT, CITY OF NORTH LITTLE ROCK,  
PULASKI COUNTY, ARKANSAS.

and containing 619 SF, more or less



SHOWS ROW DEDICATION

OWNER: SALINA NOU  
5517 LEXINGTON AVENUE  
BENTON, AR 72019-1834

SCALE: 1" = 20'  
DATE: 5/5/15