R-21- 140

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN OFFER AND ACCEPTANCE TO PURCHASE CERTAIN REAL PROPERTY LOCATED ON PARK PLACE IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS FROM VETERAN VILLAGES OF AMERICA, INC.; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (the "City") desires to complete a Ward 2 Drainage Project by acquiring certain real property located on Park Place (the "Property"), being more particularly described as:

LOT 14 OF THE PARK PLACE ADDITION TO THE CITY OF NORTH LITTLE ROCK, PULASKI COUNTY, ARKANSAS (Parcel No. 23N0660001600; see map and survey attached hereto collectively as Exhibit A); and

WHEREAS, Veterans Villages of America, Inc. has offered to sell the Property for the sum of Ten Thousand and 00/100 Dollars ($10,000.00), and it is in the best interests of the City and its residents to purchase said Property from Veterans Village of America, Inc.

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 and Acceptance (substantially similar to Exhibit B attached hereto) and to purchase from Veterans Village of America, Inc. the Property located on Park Place for the total sum of Ten Thousand and 00/100 Dollars ($10,000.00).

SECTION 2: That Ten Thousand and 00/100 Dollars ($10,000.00) is hereby appropriated from the Ward 2 Drainage Funds (20-220-53007).

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute all documents necessary to effect the completion of the herein stated purchase; 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 Terry C. Hartwick

SPONSOR: ATTEST:

Terry C. Hartwick By JAP

Mayor Terry C. Hartwick Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 10:45 A.M. _____ P.M.

By A. Fields

DATE 9.21.21

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY S. Usserf

LEGEND

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR W/ CAP (PS #1752)
- ELECTRIC METER
- SANITARY SEWER MANHOLE
- POWER POLE
- WATER METER
- GUY WIRE
- CHAIN LINK FENCE
- BUILDING RESTRICTION LINE
- RAIL ROAD
- ASPHALT

N

GRAPHIC SCALE

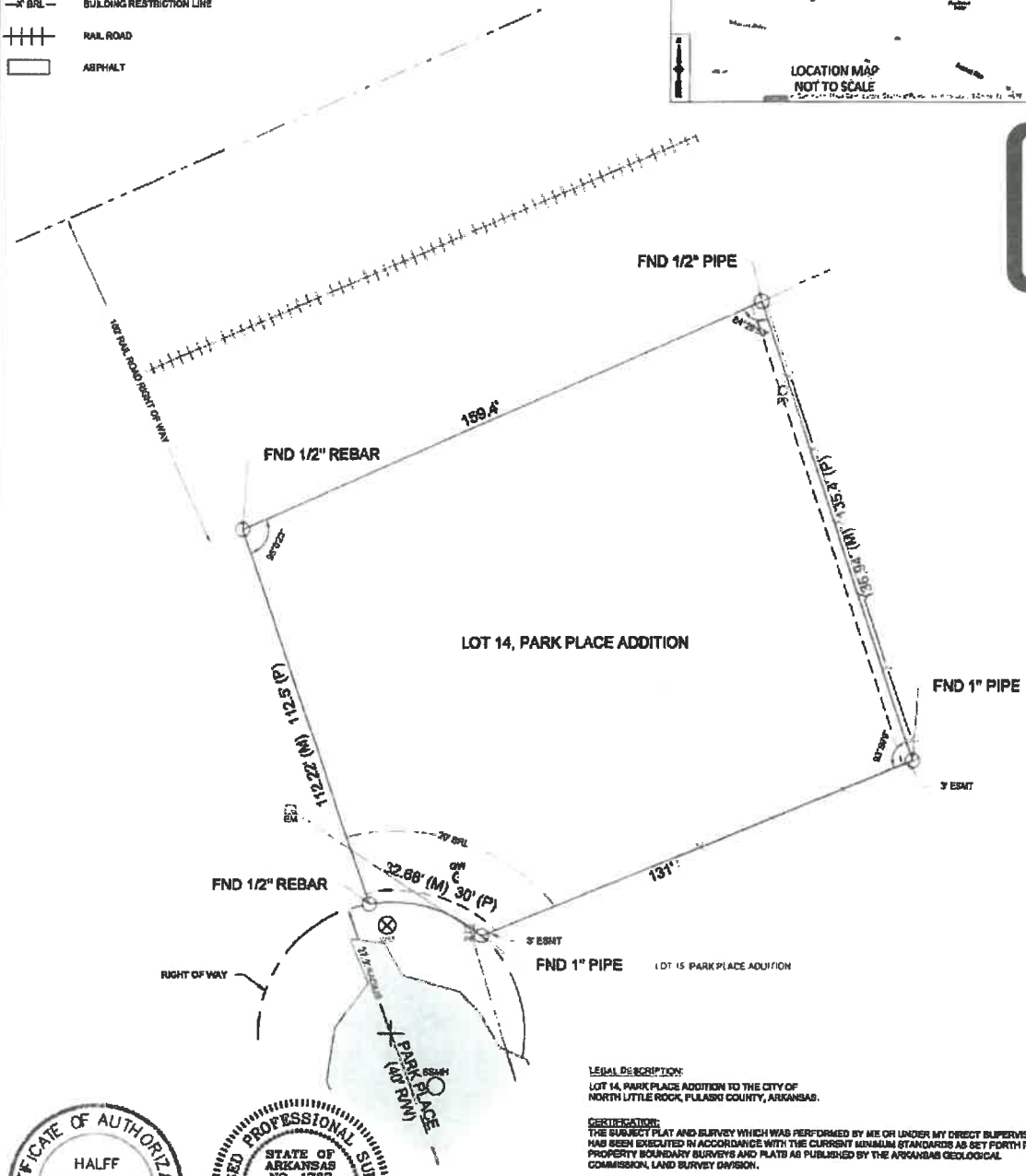
0 15 30 60

1"=30'

BASIS OF BEARING

NAD83 AR NORTH ZONE (0301)
CONVERGENCE ANGLE: -00°07'12.2"
LATITUDE: N34°45'55.90713" LONGITUDE: W92°12'22.56365"
PULASKI COUNTY, ARKANSAS
COMBINED SCALE FACTOR: 1.0000293562
NAVD 88 GEOID 12B (CONUS)

EXHIBIT A



LEGAL DESCRIPTION:

LOT 14, PARK PLACE ADDITION TO THE CITY OF NORTH LITTLE ROCK, PULASKI COUNTY, ARKANSAS.

CERTIFICATION:

THE SUBJECT PLAT AND SURVEY WHICH WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS AS SET FORTH FOR PROPERTY BOUNDARY SURVEYS AND PLATS AS PUBLISHED BY THE ARKANSAS GEOLOGICAL COMMISSION, LAND SURVEY DIVISION.

NOTES:

1. OWNER MUST ENSURE THAT PROPOSED STRUCTURE CLEARS BUILDING LINES, SETBACK REQUIREMENTS, EASEMENTS, AND RESTRICTIONS, INCLUDING THOSE STATED IN THE BILL OF ASSURANCE, RECORDED IN THE PULASKI COUNTY CIRCUIT CLERK'S OFFICE, BOOK 423, PAGE 399 BEFORE CONSTRUCTION BEGINS.
2. THIS PRELIMINARY SURVEY OR PLOT PLAN SHOULD NOT BE CONSIDERED AS A FINAL, OR "AS-BUILT" SURVEY. NO IMPROVEMENTS EXIST ON THIS LOT AT THIS TIME.
3. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO.: 05119C0339G DATED, JULY 06, 2015, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN.

CERTIFICATE OF AUTHORIZATION
HALFF ASSOCIATES INC.
#1470
ARKANSAS-ENGINEER

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1752
JASON J. SCHUTTE
9-13-21

HALFF
3318 JOHN F. KENNEDY BLVD
NORTH LITTLE ROCK, AR 72116
TEL (501) 801-3470
TBPELS SURVEYING FIRM #10194401

SURVEY OF LOT 14
PARK PLACE ADDITION
NORTH LITTLE ROCK,
PULASKI COUNTY, ARKANSAS

PROJECT NO:	038916.002
DATE ISSUED:	9/13/2021
DRAWN BY:	AJF
CHECKED BY:	JJS
PAGE:	1 OF 1

Lot 14, Park Place Sub.

Date: 9/17/2021

0 75 150 300 Feet

This map is not survey accurate.

N

EXHIBIT
tabbies
B

OFFER & ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

1. BUYER & SELLER(S): Veterans Village of America, Inc., hereinafter referred to as "Seller", offers to sell, subject to the terms set forth herein, the following described property to the City of North Little Rock, Arkansas, hereinafter referred to as "the City" or "Buyer".

LEGAL DESCRIPTION OF PROPERTY:

Lot 14, Park Place Addition, City of North Little Rock, Pulaski County, Arkansas

2. PURCHASE PRICE: The Buyer will pay $10,000.00 for fee simple title to the herein-described property. Buyer will be responsible for reasonable closing costs.

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

a. Closing shall occur no later than October 25, 2021;
b. Approval by the North Little Rock City Council; and
c. This offer shall expire at noon on October 1, 2021. 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:

VETERANS VILLAGE OF AMERICA, INC.

By: _____
Name: _____
Title: _____

BUYER:

CITY OF NORTH LITTLE ROCK, AR

By: _____
Terry C. Hartwick, Mayor

ATTEST:

_____
Diane Whitbey, City Clerk

[SEAL]

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