R-22- 203

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REAL ESTATE CONTRACT AND TO PURCHASE CERTAIN REAL PROPERTY LOCATED AT 1301 MAIN STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS FROM TERRAFORMA, LLC; AND FOR OTHER PURPOSES.

WHEREAS, Arkansas Code Ann. § 14-54-302 authorizes the City to purchase real property when authorized by a resolution approved by a majority vote of the City Council present and participating; and

WHEREAS, the TerraForma, LLC owns the former Argenta Elementary School located at 1301 Main Street, North Little Rock, Arkansas ("the Property") (see the description of the Property attached hereto as Exhibit A); and

WHEREAS, TerraForma, LLC has offered to sell the Property to the City of North Little Rock (the "City") for the sum of Seven Hundred Seventy Five Thousand and 00/100 Dollars ($775,000.00) and it is in the best interest of the City and its residents to purchase the Property.

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 a Real Estate Contract (substantially similar to Exhibit B attached hereto) and to purchase from TerraForma, LLC the Property located at 1301 Main Street for the total sum of Seven Hundred Seventy Five Thousand and 00/100 Dollars ($775,000.00).

SECTION 2: That the purchase price is included in the 2022 budget and shall be paid from the 2017 Sales Tax Capital Improvement Fund.

SECTION 3: 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 4: 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:

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 11:10 A.M. _____ P.M.

By A. Fields

DATE 9.20.22

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

RECEIVED BY S. Ussery

EXHIBIT

tabbies

A

For Sale

FORMER ARGENTA ELEMENTARY

1301 Main St, North Little Rock, AR

Moses Tucker
PARTNERS

501.376.6555 | mosestucker.com

Adam Jenkins
Brokerage Associate
501.993.8462
ajenkins@mosestucker.com

Offering Summary

SALE PRICE:	$995,000
PRICE PER SF:	$32.73/SF
BUILDING SIZE:	±30,404 SF
LOT SIZE:	±1.9 Acres
YEAR BUILT:	1949
ZONING:	C-3

Property Highlights

- Property consists of a two-story building, containing 30,404 SF of which 28,304 SF is finished usable space
- Located in North Little Rock near the Argenta Arts and Entertainment District

Aerial Map

MAIN ST
13,000 VPD
SITE
SITE
W 14th St
W 13th St
E 13th St
N Maple St
N Poplar St

Market Map

Located in North Little Rock near the Argenta Arts and Entertainment District.

Market Overview

Little Rock is the capital and most populous city of Arkansas. The city is also the county seat of Pulaski County. Little Rock has a Census population of over 197,000 and is considered where "America Comes Together," as 20th of the nation's population and varying [illegible] within [illegible] metropolitan area. The metro area [illegible] Interstate 630, bisects through Little Rock. The city is also home to several major industries including advanced manufacturing, aerospace, agriculture, banking and finance, education, government, healthcare, and technology. With a variety of business sectors, Little Rock has been recognized as a Forbes Top 200 "Best Places for Business and Careers."

DEMOGRAPHICS	3 MILES	5 MILES	10 MILES
POPULATION	55,018	123,444	299,890
HOUSEHOLDS	25,332	54,105	127,038
AVERAGE AGE	39.0	39.5	38.8
AVERAGE HH INCOME	$66,307	$71,971	$76,088
BUSINESSES	3,219	5,804	11,724
EMPLOYEES	78,004	133,761	246,227

Demographics

Based On 10 Mile Radius Around The Property

299,890
Population

127,038
2021 Households

38.8
Average Age (2021)

$76,088
Average Household Income

11,724
Businesses (2021)

Moses Tucker
PARTNERS

Little Rock
HEADQUARTERS
200 River Market Ave
Suite 501
Little Rock, AR 72201
501.376.6555

Bentonville
BRANCH OFFICE
805 S Walton Blvd
Suite 690
Bentonville, AR 72712
479.271.6118

FOR MORE INFORMATION CONTACT:

Adam Jenkins
Brokerage Associate
501.993.8462
ajenkins@mosestucker.com

DISCLAIMER

Moses Tucker Partners represents the owner of the property represented herein. Although all information furnished regarding property for sale, rental, or financing is from sources deemed reliable, such information has not been verified and no express representation is made nor is any to be implied as to the accuracy thereof and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice and to any special conditions imposed by our principal.

Real Estate Contract (Commercial)

Moses Tucker PARTNERS
REALTOR®
EQUAL HOUSING OPPORTUNITY
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FORM SERIAL NUMBER: *001045-800166-2125802*

1. PARTIES: *City of North Little Rock*

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from *TerraForma, LLC* (individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION:

A. ADDRESS: *1301 Main Street, North Little Rock, Arkansas*

B. FULL LEGAL DESCRIPTION: *Buyer and Seller agree to provide Legal Description per a Survey, Title Work or otherwise within 10 days of acceptance. Following receipt of the Legal Description, Buyer and Seller shall have 5 days to either accept or reject. In the event either party fails to respond the Legal Description shall be considered accepted by the parties.*

3. PURCHASE PRICE: Buyer shall pay the following to Seller for the Property (the "Purchase Price") $*775,000.00* payable as follows:

The Purchase Price shall be Seven Hundred Seventy Five Thousand and No/100 Dollars ($775,000.00) payable as follows; all cash or equivalent at Closing.

EXHIBIT
tabbies
B

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4. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by [X] general warranty deed [ ] special warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 17. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

5. TITLE INSURANCE: Buyer and Seller understand that Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s). Within ___5___ 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 of Seller's choice 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 that would interfere with Buyer's use or adversely affect the value of the Property, then within ___10___ 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 ___10___ 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 ___10___ day period, Seller fails to cure and/or waive such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within ___10___ 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 Real Estate Contract by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or

B. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the Purchase Price; or

C. Agree to extend the Closing date for ___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 the transaction shall close as scheduled.

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.

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6. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

☒ **A.** The Deposit is not applicable.

☐ **B.** Buyer will pay to Seller the Deposit in the amount of $_____

- ☐ i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller
- ☐ ii. Within three (3) business days following agreement to repairs on Inspection Repair & Survey Addendum; or
- ☐ iii. Other: _____

7. EARNEST MONEY: Earnest money is in the amount of $*0.00* ("Earnest Money"), which shall apply toward Buyer's Purchase Price or Closing Costs. If at least one or more of the conditions of Paragraphs 5, 13B, and 20 (if any) have not been fulfilled, performed or removed, Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under this Real Estate Contract, or if after all conditions have been met Buyer fails to close this transaction, Earnest Money may, at the sole and exclusive option of Seller, be retained by Seller as liquidated damages. Alternatively, Seller may return Earnest Money and assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored upon first presentation to Buyer's bank. Buyer understands that failure to tender Earnest Money as required by this Paragraph 7 shall constitute a breach of this Real Estate Contract. Buyer and Seller agree that in the event of any dispute concerning entitlement to Earnest Money, Listing Firm may interplead Earnest Money into a court of competent jurisdiction, and upon such interpleading of Earnest Money, both Listing Firm and Selling Firm shall be released from liability to Buyer and Seller. Listing Firm shall be reimbursed for all costs and attorney's fees from the funds entered for interpleading.

☐ **A.** Earnest Money is tendered by Buyer in the form of ☐ cash ☐ check. If Earnest Money is tendered by check, it will be made payable to ☐ Listing Firm, ☐ Closing Agent _____ ☐ Other _____. Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.

☐ **B.** Earnest Money will be tendered by Buyer in the form of ☐ cash ☐ check. If Earnest Money is tendered by check, it will be made payable to ☐ Listing Firm, ☐ Closing Agent _____ ☐ Other _____. Earnest Money will be deposited within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17.)

☒ **C.** No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.

The principal broker shall also be responsible and accountable for any funds delivered to an escrow agent selected by the principal broker, but shall not be responsible for funds delivered to an escrow agent selected by the parties.

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FORM SERIAL NUMBER: ***001045-800166-2125802***

8. **SURVEY:** Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 8A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

☐ **A.** A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor,

☐ showing property lines only ☐ ALTA Certified Survey

☐ showing all improvements, easements and any encroachments will be provided and paid for by:

☐ Buyer ☐ Seller ☐ Equally split between Buyer and Seller.

☐ **B.** No survey shall be provided.

☒ **C.** Other ***Existing Survey, as provided for in Exhibit "A" is accepted by Buyer.***

Specific Survey Requirements: _____

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

9. **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, general taxes and special assessments, rental payments and interest on any assumed loans shall be prorated as of Closing, unless otherwise specified herein.

10. **FIXTURES AND ATTACHED EQUIPMENT:** Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price. If any personal property is included in the Purchase Price it will be described in a separate exhibit attached hereto and incorporated by reference herein (hereinafter referred to as the "Personal Property"). The Personal Property does not include any software or related materials that Seller does not have the legal right to transfer or license to Buyer, and does not include any items leased to Seller under any operating contract. Seller agrees to execute a Bill of Sale at Closing transferring ownership of the Personal Property to Buyer.

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FORM SERIAL NUMBER: *001045-800166-2125802*

11. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) ***See Sec 17*** (day) ***See Se***, (year) ***See Sec 17***. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by Closing date (or any written extension thereof) the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Paragraph 7.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so that Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection, to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.

Seller	Buyer
Title Examination or search fees	Recording fees
Premium for owner's title insurance policy	Premium for mortgagee's title insurance policy
Preparation of conveyance documents	Preparation of loan documents
One-half of escrow fees	One-half of escrow fees
One-half of documentary stamps	One-half of documentary stamps
Other charges as customarily paid by Seller	Other charges customarily paid by Buyer
IRS Notification form	

This Real Estate Contract shall, unless otherwise specified in Paragraph 17 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 11 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

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FORM SERIAL NUMBER: *001045-800166-2125802*

12. POSSESSION: Possession of the Property shall be delivered to Buyer: (Check one)

☒ **A.** Upon the Closing (Seller's delivery of executed and acknowledged Deed).

☐ **B.** Other, as follows:_____

13. SELLER PROPERTY DISCLOSURE: (Check one)

☐ **A.** Buyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day)_____, (year)_____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.

☐ **B.** Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract.

☐ **C.** Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

☒ **D.** Buyer understands no disclosure form is available and will not be provided by Seller. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

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14. ENVIRONMENTAL REPRESENTATION: Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):

A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;

B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;

C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and

D. No underground storage tanks are located on the Property.

15. TERMITE CONTROL REQUIREMENTS: (Check one)

☒ **A.** None

☐ **B.** Seller shall provide prior to Closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer.

16. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. IN THE EVENT THAT THE INSPECTION, REPAIR AND SURVEY ADDENDUM IS USED, BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

17. OTHER:

Section 11 - Closing: The parties shall set a Closing Date following removal of the Contingencies, which shall be on or before fifteen (15) days following said removal.

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FORM SERIAL NUMBER: *001045-800166-2125802*

18. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money and Buyer and Seller shall have no further obligation to each other unless otherwise provided in this Real Estate Contract.

Contingencies (check all that apply):

☒ **A.** Obtain satisfactory financing, in Buyer's sole discretion, within ***45*** days after acceptance.

☒ **B.** Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within ***45*** days after acceptance.

☒ **C.** Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within ***45*** days after acceptance.

☒ **D.** Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within ***45*** days after acceptance.

☒ **E.** Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion, within ***45*** days after acceptance.

☐ **F.** _____
within _____ days after acceptance.

☐ **G.** _____
within _____ days after acceptance.

☐ **H.** _____
within _____ days after acceptance.

Additional requirements related to any of above contingencies:

Buyer's Approval Contingency: This Real Estate Contract is subject to approval by the North Little City Council (the "Council") on or before September 26, 2022.

The City will work with the current tenants to ensure they have time to find a new space to relocate.

Seller agrees to have all utilities connected and turned on to Property.

Sellers hereby grant to Buyer, its agents and contractors, the right to enter upon the Property to make tests and/or inspections. If the Property is damaged by Buyer or Buyer's agents or contractors during Buyer's inspections or test of the Property, Buyer shall repair and restore the Property to substantially the same condition as existed prior to conducting the inspection and test. Buyer shall indemnify Seller and its agents and hold them harmless from any and all liability, damages, claims, expenses, including reasonable attorney's fees, judgments, proceedings and causes of action of any kind to the extent caused by Buyer's inspection and testing activities with such indemnity obligation expressly surviving Closing or termination of the Real Estate Contract for any reason.

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19. AGENCY: (Check all that apply)

☒ **A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges that Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and that it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.

☐ **B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge that Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed that Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Selling Firm represents Buyer.

☐ **C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree that Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:

(i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.

(ii) by selecting this option 19C, Buyer and Seller acknowledge that when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.

(iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed that Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.

☐ **D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges that Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.

☐ **E. NON-REPRESENTATION**: See attached Non-Representation Disclosure Addendum. If item E is checked it should be accompanied by a corresponding entry to Paragraph 32 B or C.

20. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds (in an amount not more than the Purchase Price with any proceeds in excess of the Purchase Price to remain the property of Seller) and the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys separately representing Buyer and Seller. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

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FORM SERIAL NUMBER: *001045-800166-2125802*

21. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

22. SEVERABILITY: The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.

23. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.

24. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

25. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract 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.

26. TIME: Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.

27. ATTORNEY'S FEES: Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 27) that all prevailing parties shall be entitled to an award of all costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

28. COUNTERPARTS: This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same. Electronic signatures shall be deemed original signatures and shall be binding upon the parties.

29. FIRPTA COMPLIANCE, TAX REPORTING: Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

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30. NOTICE: All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, or sent by overnight courier or certified mail, return receipt requested, addressed as follows:

If to Seller: *Dave Bruning & Doug Meyer - TerraForma, LLC., 11 Samantha Lane, Maumelle, AR 72113*

With a copy to: *Moses Tucker Partners, Attn: Adam Jenkins, 200 River Market Ave, Suite 501, Little Rock, AR 72201, (501) 993-8462, ajenkins@newmarkmtp.com*

If to Buyer: *City of North Little Rock, Attn: Mayor Terry Hartwick, 300 Main Street, North Little Rock, AR 72114*

With a copy to: *Robert Birch, 300 Main Street, North Little Rock, AR 72114, rbirch@nlr.ar.gov*

Or at such other address, and to the attention of such person, of which the parties shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the second day after the date of the mailing thereof or the first day after being sent by overnight courier.

31. TAX DEFERRED EXCHANGE: Each party agrees to cooperate with the other, if requested in writing, to effect a tax deferred exchange under the provisions of the Internal Revenue Code of 1986, as amended, provided such exchange is without cost or expense to cooperating party, and the requesting party shall indemnify and hold the other harmless from and against any cost or expense or other liability, tax or action which may be incurred in connection with such exchange.

32. LICENSEE DISCLOSURE: (Check all that apply):

☐ **A.** Not Applicable.

☐ **B.** One or more parties to this Real Estate Contract acting as a ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.

☒ **C.** One or more owners of any entity acting as ☐ Buyer ☒ Seller hold a valid Arkansas Real Estate License.

33. EXPIRATION: This Real Estate Contract expires if not accepted in writing by Seller on or before (month) *September* (day) *27*, (year) *2022*, at *4:00* ☐ (a.m.) ☒ (p.m.).

Real Estate Contract (Commercial)

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THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2022.

FORM SERIAL NUMBER: ***001045-800166-2125802***

REAL ESTATE LICENSEES ARE REGULATED BY THE ARKANSAS REAL ESTATE COMMISSION. IF A LICENSEE HAS NOT PROPERLY REPRESENTED YOU, YOU MAY FILE A COMPLAINT AT AREC.ARKANSAS.GOV.

The above Real Estate Contract is executed by Buyer on
(month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

_____
Selling Firm

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____
Principal or Executive Broker **Buyer**

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____
Selling Agent **Buyer**

The above Real Estate Contract is executed by Seller on
(month) 9 (day) 2, (year) 2022 at 10:30 ☒ (a.m.) ☐ (p.m.).

Moses Tucker Partners
Listing Firm

Signature: Fletcher Hanson Signature: Dave Bruning

Printed Name: ***J Fletcher Hanson*** Printed Name: ***Dave Bruning***
Principal or Executive Broker **Seller**

Signature: Adam Jenkins Signature: Doug Meyer

Printed Name: ***Adam Jenkins*** Printed Name: ***Doug Meyer***
Listing Agent **Seller**

The above offer was ☐ rejected ☐ counter offered (Form Serial Number _____)

☐ Buyer informed of Notification of Existing Real Estate Contract Addendum
(Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

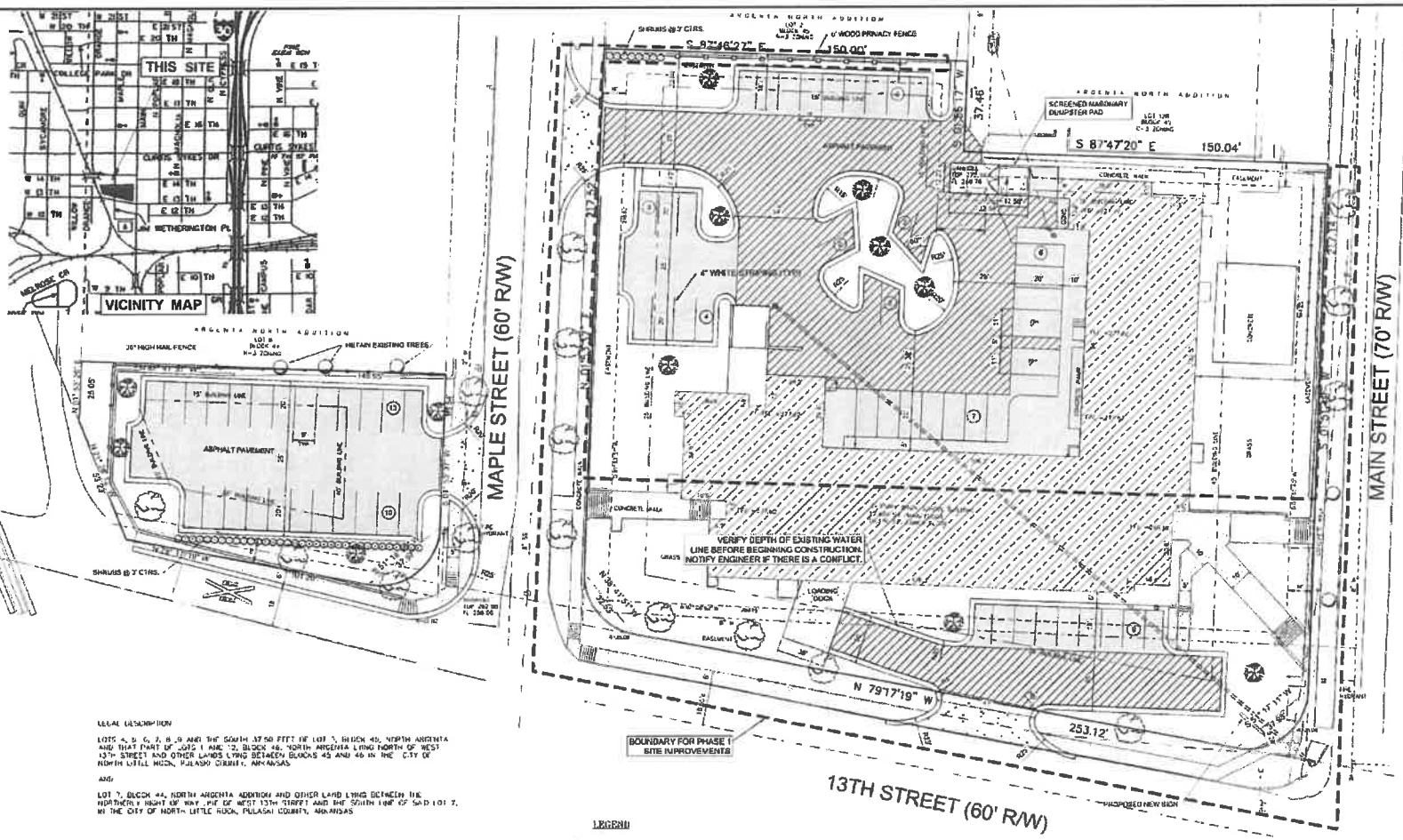
DB
Seller's Initials

DM
Seller's Initials

Exhibit "A"

ARGENTA SCHOOL.dwg

PLOTTED 5/4/2017



OWNER & SUBDIVIDER:
TerraFirma, LLC
P.O. 13437
Ganaville, AR 72911
TELE NO 501-517-7220

TRAFFIC ENGINEERING REMARKS:

1. OBTAIN PERMITS PRIOR TO DOING ANY STREET CUTS OR CURB CUTS. OBTAIN BARRICADE PERMIT PRIOR TO DOING ANY WORK IN THE RIGHT-OF-WAY. CONTACT THE ENGINEERING DEPT. AT 501-371-8345 (CHRIS WILBOURN) FOR MORE INFORMATION.

2. ALL SIGNAGE, PAVEMENT MARKINGS AND PARKING LOT STRIPING SHALL CONFORM TO REQUIREMENTS GIVEN IN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). MUTCD REQUIRES THAT PARKING SPACES BE MARKED IN WHITE.

3. CONTRACTOR SHALL NOT REMOVE OR ALTER EXISTING TRAFFIC SIGNAGE OR PAVEMENT MARKING WITHOUT PRIOR PERMISSION FROM THE CITY OF NORTH LITTLE ROCK TRAFFIC SERVICES DEPARTMENT. IF ANY SIGNAGE NEEDS TO BE RELOCATED, CONTACT TRAFFIC ENGINEERING (CHRIS WILBOURN 501-371-8345) FOR PRIOR INSPECTION AND APPROVAL. IF CONSTRUCTION WORK IS GOING TO AFFECT ANY EXISTING SIGNAGE OR PAVEMENT MARKING, CONTRACTOR SHALL USE APPROPRIATE TEMPORARY TRAFFIC CONTROL DEVICES TO GUIDE MOTORISTS IN ACCORDANCE WITH MUTCD DURING THE COURSE OF CONSTRUCTION.

LEGAL DESCRIPTION

LOTS 4, 5, 6, 7, 8, 9 AND THE SOUTH 37.50 FEET OF LOT 3, BLOCK 45, NORTH ARGENTA AND THAT PART OF LOTS 1 AND 12, BLOCK 46, NORTH ARGENTA LYING NORTH OF WEST 13TH STREET AND OTHER LANDS LYING BETWEEN BLOCKS 45 AND 46 IN THE CITY OF NORTH LITTLE ROCK, PULASKI COUNTY, ARKANSAS

AND

LOT 7, BLOCK 44, NORTH ARGENTA ADDITION AND OTHER LAND LYING BETWEEN THE NORTHERLY RIGHT OF WAY LINE OF WEST 13TH STREET AND THE SOUTH LINE OF SAID LOT 7, IN THE CITY OF NORTH LITTLE ROCK, PULASKI COUNTY, ARKANSAS

GENERAL NOTES

1. ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED. RADII ARE 5 FEET UNLESS OTHERWISE INDICATED.

2. SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

3. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

4. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH O.S.H.A. AND ANY OTHER APPROPRIATE LOCAL, STATE OR FEDERAL SAFETY REGULATIONS, INCLUDING THE USE OF TRENCH SHORING, ETC.

5. REPAIR, REPLACE OR EXTEND EXISTING DAMAGED OR MISSING CURB AND GUTTER, SIDEWALK, RAMPS OR CONCRETE APRONS ON SITE & WITHIN THE PUBLIC RIGHT OF WAY ADJACENT TO THE SITE. REMOVE ABANDONED DRIVEWAYS. ALL WORK WITHIN PUBLIC RIGHT-OF-WAY SHALL CONFORM TO CITY STANDARDS AND ADA GUIDELINES.

6. CONTACT CHRIS WILBOURN AT 501 371 8345 FOR INSPECTIONS OF ANY WORK IN PUBLIC RIGHT-OF-WAY PRIOR TO PLACEMENT OF CONCRETE OR ASPHALT OR FOR CLARIFICATION OF REQUIREMENTS PRIOR TO TO COMMENCING WORK. FAILURE TO DO SO CAN RESULT IN REMOVAL OF ANY IMPROPERLY PLACED CONCRETE OR ASPHALT AT THE EXPENSE OF THE CONTRACTOR.

7. CONTACT NORTH LITTLE ROCK FIRE MARSHAL, JOHN PRASSERFER, AT 501 812 5842 FOR LOCATION AND REQUIREMENTS FOR FIRE LANE STRIPING ON SITE BEFORE APPLICATION.

LEGEND

- SHOWS CONCRETE SIDEWALK
- SHOWS STANDARD DUTY CONCRETE PAVEMENT
- SHOWS HEAVY DUTY ASPHALT PAVEMENT
- SHOWS STANDARD DUTY ASPHALT PAVEMENT
- SHOWS EXISTING STREET TREE
- SHOWS PROPOSED STREET TREE
- SHOWS PROPOSED PARKING AREA TREE

SITE PLAN REVIEW NOTES

1. SITE CONTAINS THE FORMER ARGENTA SCHOOL
2. BASIS OF BEARINGS: PADS
3. THE PROPERTY IS NOT SHOWN IN THE 100 YEAR FLOOD PLAIN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 0500C 0344J DATED JULY 6, 2015
4. THIS PROPERTY IS ZONED C-3
5. THE TRACT CONTAINS 72,520 S.F. OR 1.665 ACRES EAST OF MAPLE ST AND 11,583 S.F. OR 0.266 ACRES WEST OF MAPLE ST. MORE OR LESS
6. BUILDING CONTAINS 28,205 SF 17,829 SF ON THE MAIN FLOOR AND 10,376 SF ON THE LOWER FLOOR

PARKING

ONSITE	44 SPACES
OFF SITE	23 SPACES
TOTAL	67 SPACES
REQUIRED	56 SPACES (PROF OFFICE) 93 SPACES (HS FAIL) 113 SPACES (SHOPPING CTR)

GRAPHIC SCALE

1 IN FEET
1 inch = 20 ft.

ARKANSAS STATE LAW REQUIRES THAT THE LOCATION OF ALL EXISTING UTILITIES IN ACCORDANCE WITH THE ARKANSAS UNDERGROUND FACILITIES DAMAGE PREVENTION ACT. THIS LAW REQUIRES THAT THE ENGINEER MAKE A REASONABLE CALL TO THE ARKANSAS ONE CALL SYSTEM AT 1-800-482-8998 AT LEAST TWO WORKING DAYS PRIOR TO SUBMITTING TO BIDDING. THE ONE CALL SYSTEM CAN BE LOCATED

ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 9685 JOHN R. HORTON

CERTIFICATE OF AUTHORIZATION THOMAS ENGINEERING CO. No. 94 ARKANSAS

THOMAS ENGINEERING COMPANY
3810 LOOKOUT ROAD, N. LITTLE ROCK, AR. 72116
TEL: 501-753-4483 FAX: 501-753-6814

SITE PLAN
LOT 7R, BLOCK 44 & LOT A BLOCK 45
ARGENTA NORTH
NORTH LITTLE ROCK, ARKANSAS

DRAWN BY	DATE	SHEET NO
JRH	MAY 4, 2017	C1