

R-23-172

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REAL ESTATE CONTRACT TO SELL CERTAIN REAL PROPERTY LOCATED AT 701 WEST 29TH STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, TO LITTLE ROCK AMBULANCE AUTHORITY; 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 and desires to sell certain real property located at 701 West 29th Street, more particularly described as Lot 16, Block 26 of the Military Heights Renewal Addition to the City of North Little Rock, Pulaski County, Arkansas; and

WHEREAS, Little Rock Ambulance Authority has offered to pay the sum of One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00) for 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 A attached hereto) and to sell the property to Little Rock Ambulance Authority.

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 Terry C. Hartwick

SPONSOR:

ATTEST:

TERRY C. Hartwick  
Mayor Terry C. Hartwick

by AT

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10:50</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>8-22-23</u>			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	<u>S. Ussey</u>			



## REAL PROPERTY PURCHASE AND SALE AGREEMENT

This **REAL PROPERTY PURCHASE AND SALE AGREEMENT** ("Agreement") is made and entered into on this 8 day of August, 2023 (the "Effective Date") by and between the **CITY OF NORTH LITTLE ROCK, ARKANSAS**, (the "Seller") and the **LITTLE ROCK AMBULANCE AUTHORITY** ("Buyer").

1. **Sale and Purchase of Property.** Seller agrees to grant, bargain, sell, and convey and Buyer agrees to purchase on the terms hereafter stated, all of Seller's rights, titles, and interests in and to the following described property (the "Property"):

Lot 16, Block 26, Military Heights Renewal Additional to the City of North Little Rock, Pulaski County, Arkansas (701 West 29th Street, Parcel No. 33N2150009800)

2. **Purchase Price.** Buyer shall pay the sum of **One Hundred Seventy-Five Thousand & 00/100 Dollars (\$175,000.00)** for the Property (the "Purchase Price"). The Purchase Price shall be paid in full at the Closing by certified check, wire transfer, or other delivery of immediately available funds. The Earnest Money shall be credited to the Purchase Price at Closing. Unless an earlier date and time has been mutually agreed to in writing by Buyer and Seller, the closing (the "Closing") shall occur as soon as possible at the offices of the Title Company but in any event, no later than \_\_\_\_\_ (the "Closing Date").

3. **Title Insurance.** Within fourteen (14) days of the Effective Date, Seller, at its sole cost, 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 the Title Company as agent for a company authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer (the "Title Commitment").

Where the Title Commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the Property, then within ten (10) days of delivery of the Title Commitment and Boundary Survey described hereafter, Buyer shall deliver written notice of objections 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 ten (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 Seller fails to timely cure and/or have waived such objections and exceptions, or if Seller delivers written notice to Buyer that it will not so cure, then, within ten (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 Agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or

- (b) Purchase the Property subject to such objections and exceptions with no reduction in the Purchase Price; or
- (c) Agree to extend the closing date for ten (10) 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 cause the Title Company to deliver the marked down Title Commitment or Pro Forma policy at Closing and the committed owner's title insurance policy as soon as practicable after closing, and Seller shall pay all expenses related to the issuance of the owner's title insurance policy.

#### 4. **Due Diligence.**

(a) Buyer and/or Buyer's agents and representatives shall have the right to conduct any soil, environmental, or other assessment of the Property that Buyer deems necessary including, without limitation, any geotechnical investigation, a Phase I and/or Phase II environmental assessment, or any procurement and testing of soil, groundwater, indoor air, or any other material located on the Property (collectively together the "Soil/Environmental Assessments"). Buyer shall pay all costs associated with the Soil/Environmental Assessments and promptly restore any portions of the Property damaged by such tests (i.e., soil borings) to substantially the same condition as existing just prior to such Assessment. Buyer shall, and shall request that its agents, representatives, and independent contractors perform such work in a manner that does not unreasonably cause disturbance to the Property.

(b) Seller hereby grants to Buyer and Buyer's agents permission to enter onto and/or into the Property at reasonable times upon reasonable notice to conduct the activities as set forth in This Section 4. Notwithstanding the provisions of this Section 4, before engaging in any Soil/Environmental Assessment requiring the installation of soil borings on the Property, the Buyer shall submit its contractor's proposed work plan to the City for approval as to the location of the proposed borings, which approval shall not be unreasonably withheld, conditioned, or delayed.

(c) If Buyer reasonably determines after conducting Soil/Environmental Assessments that the property is not suitable for its intended use because of the findings of the Assessments, Buyer may, in its discretion, terminate this Agreement.

5. **Conveyance.** Unless otherwise specified, conveyance of the Property shall be made to Buyer by 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. Such conveyance shall include all mineral rights, if any, owned by Seller concerning and located on the property. 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 special warranty deed, free from any liens, leaseholds or other interests.

**6. Representations and Warranties of Seller and Buyer.**

(a) Seller represents, warrants and agrees that:

- (1) Seller has the power and authority to sell and convey the Property and, prior to the Closing, shall have taken all actions required for the consummation of the transactions contemplated by this Agreement.
- (2) No other consent or approval is required in order to make this Agreement a legal, valid and binding obligation of Seller.
- (3) No services, material or work have been supplied, or as of the Closing Date will have been supplied to the Property for which payment (or arrangements satisfactory to Buyer for payment) has not been made. If, subsequent to the Closing Date, any mechanic's or other lien, charge or order for the payment of money shall be filed against the Property, or any portion thereof as a result of labor or material supplied to the Property prior to the Closing Date, within twenty (20) days after notice to Sellers of the filing thereof, Sellers shall take such action, by bonding, deposit, payment or otherwise, as will remove or satisfy such lien of record against the Property and Sellers shall indemnify and hold Buyer harmless from and against all costs, fees, expenses, judgments and liabilities in arising from or in connection with such liens, charges or order for payment.
- (4) To the Seller's knowledge, there is no pending, threatened or proposed litigation, claim, cause of action, investigations, action, legal or administrative proceeding or condemnation proceeding affecting or relating to the Property.
- (5) To Sellers' knowledge, all taxes, assessments, special assessments (including all special improvement district assessments) due for years prior to the year of Closing have been paid in full.
- (6) There are no contracts for the purchase, outstanding options to purchase, or rights of first refusal to purchase, the Property or any portion thereof nor any other outstanding agreements, notes, mortgages, leases or indenture of lease affecting the Property which will not be fully released and satisfied at or before Closing.

(b) Buyer represents, warrants and agrees that:

- (1) Buyer has the power and authority to enter into this Agreement.
- (2) No other consent or approval is required in order to make this Agreement a legal, valid and binding obligation of Buyer.

(c) **Survival.** All representations, warranties, covenants, indemnities and agreements contained in this Agreement shall survive the Closing and shall not be merged into any deed, assignment or other instrument or document delivered in connection with the transaction contemplated hereby; provided however, that Buyer must give Sellers notice of any claim arising under the Agreement within one (1) year of Closing. Seller must likewise give Buyer notice of any claim arising under this Agreement within one (1) year of closing; *except* that in the case of improper construction, Seller must give Buyer notice within two-years of the date that the construction is substantially completed.

7. **Pro Rations.** Taxes and special assessments due on or before the Closing Date shall be paid by Seller. Insurance, general taxes and special assessments shall be prorated as of the Closing Date, unless otherwise specified herein.

8. **Costs, Brokers and Termination.** The closing costs for the transaction contemplated herein shall be split among the parties as follows:

<b>Seller:</b>	<b>Buyer:</b>
Title examination or search fees	Premium for mortgagee's title insurance, if any
Premium for owner's title insurance	Recording fees
IRS notification form	One-half of escrow fees
Preparation of conveyance documents	One-half of documentary stamps,
One-half of escrow fees,	Other charges customarily paid by Buyer.
One-half of documentary stamps,	
Other charges customarily paid by Sellers.	

9. **Contingencies.** Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies listed below within the deadline indicated for each contingency. Buyer shall notify Sellers in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency has been satisfied, then this Agreement shall be void, and the Earnest Money shall be refunded to Buyer, and Buyer and Sellers shall have no further obligation to each other.

10. **Possession.** Possession of the Property shall be delivered to Buyer upon the Closing.

11. **Miscellaneous.**

(a) **Notices.**

(1) All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and mailed to the party to which the notice, demand or request is being made by postage, prepaid, certified or registered mail, return receipt requested, as follows:

IF TO BUYER: Little Rock Ambulance Authority  
1121 W. 7th Street  
Little Rock, AR 72201  
Attn: Greg Thompson  
(501) 301-1400

IF TO SELLER: City of North Little Rock  
300 Main Street  
North Little Rock, AR 72114  
Attn: Robert Birch  
(501) 516-0839

- (2) Any such notice, demand or request shall be deemed to have been rendered or given on the date of mailing.
- (3) Notice of any address change shall be given in accordance with the provisions of this Section.
- (b) Environmental Representation. Seller warrants and represents that, to its actual knowledge, the Property is not now nor is Seller aware that it has ever been used for the purpose of disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing or transporting any petroleum, petroleum derived products and/or hazardous waste or hazardous substance and/or toxic waste or toxic substance (except for such substances as may be legally permitted for use in connection with a Seller's business operation), as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901 *et seq.*, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC 9601 *et seq.*, or the Superfund Amendments and Reauthorization Act, Public Law 99-499, as amended, or any other applicable federal, state or local environmental law, regulation, code or ordinance, to its actual knowledge, there are no pollutants, contaminants or hazardous or toxic wastes, substances or materials present (except those which occur solely due to their natural presence in the Property) in, on or under the Property, to its actual knowledge, the Property does not contain any underground storage tanks in, on or under the surface of any portion thereof and the Property has never contained any such tanks and, to its actual knowledge, the Property is free from all asbestos (excepted as noted below), petroleum, petroleum derived products and other hazardous materials in excess of lawful limits.
- (c) Entire Agreement. This Agreement and any exhibits attached hereto contain all of the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior written understandings. All provisions of this Agreement shall survive the Closing.
- (d) Acceptance. This Agreement may not be changed, modified or terminated except by an instrument executed by the parties hereto.

- (e) Waiver. No waiver by either party of any failure or refusal of the other party to comply with any of its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- (f) Assignment. This Agreement may not be assigned by Buyer unless written consent of Sellers is obtained, such consent not to be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (g) Section Headings. The headings of the various Sections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.
- (h) Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Arkansas applicable to contracts made and to be performed wholly within that State.
- (i) Time. Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Agreement. Unless otherwise specified, days as it appears in this Agreement shall mean calendar days. Further, all times and dates set forth in this Agreement refer to Arkansas Central time and date.
- (j) Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original. It is understood by the parties hereto that this Agreement may be executed in multiple counterparts which, when collectively read together, shall constitute a single document which is binding upon all parties hereto. It is further understood that counterparts of this document may bear facsimile transmission signatures and that facsimile versions of such signatures shall be equally enforceable as original versions thereof.
- (k) FIRPTA Compliance, Tax Reporting. Buyer and Seller agree to disclose on or before the Closing, to the 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 Sellers shall execute all documents required by such Closing Agent to document compliance with the AIRPTA and all other applicable laws. Buyer and Sellers agree that nothing in this Agreement 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 Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Sellers will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.



This **REAL PROPERTY PURCHASE AND SALE AGREEMENT** is executed and effective as of the day and year first above written.

**BUYER:**

**Little Rock Ambulance Authority**

By  \_\_\_\_\_  
Greg Thompson, Executive Director

**SELLER:**

**City of North Little Rock, Arkansas**

By \_\_\_\_\_  
Terry C Hartwick , Mayor

**ATTEST:**

By \_\_\_\_\_

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

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