

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SELL VACANT LAND LOCATED AT 1804 WEST 19TH STREET IN THE CITY OF NORTH LITTLE ROCK TO PULASKI COUNTY NEIGHBORHOOD ALLIANCE FOR HABITAT (PCNAH); AND FOR OTHER PURPOSES.

WHEREAS, Resolution No. 7322, adopted September 22, 2008, authorized acceptance of certain property located at 1804 West 19th Street as part of the settlement of a case filed by the City to recover nuisance abatement costs incurred on the condemned property; and

WHEREAS, Arkansas Code Ann. 15-54-302 authorizes the City of North Little Rock, Arkansas ("City") to sell its real property when authorized by a resolution approved by a majority vote of the City Council presenting and participating; and

WHEREAS, Pulaski County Neighborhood Alliance for Habitat ("PCNAH") is a certified Community Housing Development Organization (CHDO) eligible to receive HOME Investment Partnership funds, and has expressed its desire to construct an affordable residential home on the subject property currently owned by the City; and

WHEREAS, the City promotes construction of affordable housing for its residents and benefits from proper residential development within its boundaries; and

WHEREAS, it is in the best interests of the City and its residents to sell the vacant property located at 1804 West 19th Street to PCNAH at a nominal fee for the construction of an affordable residential home.

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 Agreement (substantially similar to Exhibit "A" attached hereto and incorporated herein by reference) for the sale of property located at 1804 West 19th Street to PCNAH, said property being more particularly described as follows:

Lot 3, Block 5, Schattler Addition to the City of North Little Rock, Pulaski County, Arkansas. (See maps attached hereto, collectively as Exhibit "B".)

SECTION 2: That the City Attorney shall approve all agreements and documents necessary to effectuate the sale and conveyance of the herein described property.

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:

ATTEST:

Mayor Joe A. Smith

Diane Whitbey, City Clerk

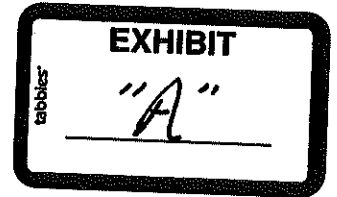
APPROVED AS TO FORM:

C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11:00	A.M.	_____	P.M.
By	J. Carter			
DATE	10-17-17			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	S. Ussery			

REAL ESTATE PURCHASE AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

1. BUYER & SELLER(S): The City of North Little Rock, Arkansas, hereinafter referred to as "the City" or "Seller", offers to sell, subject to the terms set forth herein, a certain parcel of vacant land located at 1804 West 19th Street to Pulaski County Neighborhood Alliance for Habitat, hereinafter referred to as "PCNAH" or "Buyer", said property being more particularly described as follows:

Legal Description of Property

Lot 3, Block 5, Schattler Addition to the City of North Little Rock, Pulaski County, Arkansas.

2. PURCHASE PRICE: PCNAH will pay \$1.00, and other good and valuable consideration, for fee simple title to the herein-described property. Buyer will pay all costs as are customarily assigned during the closing of the real estate transaction.

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

- a. PCNAH will construct a residential home pursuant to affordable housing guidelines;
- b. Closing shall occur no later than _____, 2017;
- c. Approval by the North Little Rock City Council; and
- d. This offer shall expire at noon on October 30, 2017. 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 their administrators and assigns. Seller hereby covenants with the Buyers 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 understands that it is buying the subject property "AS IS" and certifies that it 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:

CITY OF NORTH LITTLE ROCK, AR

300 Main Street
North Little Rock, AR 72114

By: _____
Joe A. Smith, Mayor

ATTEST:

Diane Whitbey, City Clerk

[SEAL]

BUYER:

**PULASKI COUNTY NEIGHBORHOOD
ALLIANCE FOR HABITAT**

6700 S. University
Little Rock, AR 72209

By: _____
Name: _____
Title: _____

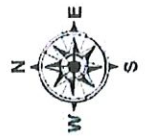
PREPARED BY:
Office of North Little Rock City Attorney
116 Main Street
North Little Rock, AR 72114



1804 West 19th Street

Data Current as of 08/16/2017

Zoning information is representational only and is not intended to meet legal standards, use at your own risk.



CITY OF NORTH LITTLE ROCK

1804 W 19TH ST
 N LITTLE ROCK, AR 721140000



Basic Information

Parcel Number: 33N1630000300
 County Name: Pulaski County
 Ownership Information: CITY OF NORTH LITTLE ROCK
 1804 W 19TH ST
 N LITTLE ROCK, AR
[Map This Address](#)
 Billing Information: CITY OF NORTH LITTLE ROCK
 C/O FINANCE DEPT BOB SISSON
 120 MAIN ST
 N LITTLE ROCK AR 72114

Total Acres: 0.00
 Timber Acres: 0.00
 Sec-Twp-Rng: 27-2N-12
 Lot/Block: 3/5
 Subdivision: SCHATTLER
 Legal Description:
 School District: 004 NLR
 Homestead Parcel?: No
 Tax Status: EXEMPT-PUBLIC PROP
 Over 65?: No
 Map View



Please Note
 This map is for reference purposes only. It is not intended for use as a legal survey or document.

Land Information	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
RESLOT	0.13 acres [5,850 sqft]					