

RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN OFFER AND ACCEPTANCE WITH JOHN L. PRIDE, RUTH L. PRIDE, PHILLIP PARSONS, SHIRLEY L. PARSONS, BILLY MANTOOTH, LUCY C. MANTOOTH, KEN WIESNER, AND JILL WIESNER AND TO PURCHASE CERTAIN REAL PROPERTY LOCATED AT THE CORNER OF FAIRFAX AVENUE AND MCCAIN BOULEVARD IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES.**

WHEREAS, in 2016, the City of North Little Rock (the "City") condemned and purchased property at 5208 Fairfax Drive from property owners John L. Pride, Ruth L. Pride, Phillip Parsons, Shirley L. Parsons, Billy Mantooth, Lucy C. Mantooth, Ken Wiesner, and Jill Wiesner (the "property owners") for \$170,000.00; and

WHEREAS, there remains a portion of the condemned property that was not purchased by the City in 2016 that the City is now interested in purchasing; and

WHEREAS, the property owners are willing to sell that portion of land to the City for \$10,000; and

WHEREAS, the property owners and the City desire to enter into an Offer and Acceptance agreement for the purchase of said Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the execution of the Offer and Acceptance (substantially similar to Exhibit A attached hereto and incorporated by reference) by the Mayor and City Clerk with the property owners and to purchase certain real property located at the corner of Fairfax Avenue and McCain Boulevard in the City of North Little Rock is hereby authorized and ratified.

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 the purchase price of Ten Thousand & 00/100 Dollars (\$10,000.00), together with closing costs, is hereby appropriated from the General Fund.

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 *by AF*

ATTEST:

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

APPROVED AS TO FORM:

Amy Beckman Fields  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED	<u>10:45</u>	A.M.	_____	P.M.
By	<u>Amy Fields - CA</u>			
DATE	<u>9-3-19</u>			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	<u><i>[Signature]</i></u>			

## OFFER & ACCEPTANCE

### KNOW ALL MEN BY THESE PRESENTS:

**1. BUYER & SELLER(S):** Jill Wiesner, Ken Wiesner, John L. Pride, Ruth L. Pride, Phillip Parsons, Shirley L. Parsons, Billy Mantooth, and Lucy C. Mantooth owners of property located at the intersection of Fairfax Road and McCain Boulevard in the City of North Little Rock, AR, hereinafter referred to as "Sellers", 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 "Buyer."

### LEGAL DESCRIPTION OF PROPERTY:

[TO BE ADDED]

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

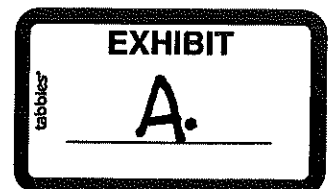
**3. EXPRESS CONDITIONS:** This agreement is conditioned upon the following:

- (a) Approval by the North Little Rock City Council;
- (b) Closing shall occur no later than \_\_\_\_\_, 2019; and

**4. CONVEYANCE/WARRANTY:** Sellers agree to grant, bargain, transfer and convey the above-described property unto Buyer and unto its administrators and assigns. Sellers hereby covenant with the Buyer that it is the lawful owner of said property, that the property is free from liens and encumbrances, that Sellers have good right to sell the same; and that Sellers 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 Sellers 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 Sellers 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.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**SELLERS:**

Jill Wiesner

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Ken Wiesner

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

John L. Pride

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Ruth L. Pride

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

CITY OF NORTH LITTLE ROCK, AR

By: \_\_\_\_\_

Joe A. Smith, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Diane Whitbey, City Clerk

Date: \_\_\_\_\_

[SEAL]

Phillip Parsons

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Shirley L. Parsons

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Billy Mantooth

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Lucy C. Mantooth

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

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