

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SELL VACANT LAND LOCATED EAST OF 3708 CENTERBROOK IN THE CITY OF NORTH LITTLE ROCK TO MICHAEL AND NATALIE WHITLOCK; AND FOR OTHER PURPOSES.**

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, the City owns an approximate 5,309 square foot parcel of vacant property located east of 3708 Centerbrook, and desires to sell the same to Michael Adam Whitlock and Natalie Whitlock (see map attached hereto as Exhibit “A”); and

WHEREAS, Michael Adam Whitlock and Natalie Whitlock have offered to purchase the parcel at a fair market price of \$500.00 (see Offer and Acceptance attached hereto as Exhibit “B”); and

WHEREAS, it is in the best interests of the City and its residents to sell said property to the Whitlocks.

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) for the sale of property located east of 3708 Centerbrook to Michael Adam Whitlock and Natalie Whitlock for the sum of \$500.00, said property being more particularly described as follows:

Commencing at a point on the east right-of-way line of Centerbrook and the E-W centerline of Section 23, Township 2 North, Range 12 West; thence southerly along said east right-of-way line for 59.58’ to the Northwest corner of Lot 3, Block 2, Lakewood Valley Addition; thence easterly along the north lot boundary to the Northeast corner of Lot 3 and the point of beginning (POB); thence continuing along the same easterly angle 25’ to a point; thence southeasterly along a line to the Northeast corner of Lot 5, Block 2, Lakewood Valley Addition; thence northwesterly along the north lot boundary of said Lot 5 to the Southeast corner of Lot 3; thence northerly along the east boundary of Lot 3 to the point of beginning, containing 5309.0 square feet or .12 acres, more or less.

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

SPONSORS:

ATTEST:

\_\_\_\_\_  
Mayor Joe A. Smith *JAS*

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

\_\_\_\_\_  
Alderman Debi Ross *JAS*

\_\_\_\_\_  
Alderman Beth White *JAS*

APPROVED AS TO FORM:

\_\_\_\_\_  
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>10:28</u> (A.M.)	_____ P.M.
By	<u>B. Henderson - Legal</u>	
DATE	<u>1-5-16</u>	
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>		
RECEIVED BY	<u>B Taylor</u>	



tabbles  
**EXHIBIT**  
"A"

.1219 acres  
5309.9 square ft.



Date: 12/23/2015

Centerbrook Addn.



## OFFER & ACCEPTANCE



### **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 east of 3708 Centerbrook to Michael Adam Whitlock and Natalie Whitlock, hereinafter referred to as "Buyers", said property being more particularly described as follows:

#### **LEGAL DESCRIPTION OF PROPERTY:**

Commencing at a point on the east right-of-way line of Centerbrook and the E-W centerline of Section 23, Township 2 North, Range 12 West; thence southerly along said east right-of-way line for 59.58' to the Northwest corner of Lot 3, Block 2, Lakewood Valley Addition; thence easterly along the north lot boundary to the Northeast corner of Lot 3 and the point of beginning (POB); thence continuing along the same easterly angle 25' to a point; thence southeasterly along a line to the Northeast corner of Lot 5, Block 2, Lakewood Valley Addition; thence northwesterly along the north lot boundary of said Lot 5 to the Southeast corner of Lot 3; thence northerly along the east boundary of Lot 3 to the point of beginning, containing 5309.0 square feet or .12 acres, more or less.

**2. PURCHASE PRICE:** The Buyers will pay \$500.00 for fee simple title to the herein-described property. Buyers will pay all replat and such other costs as are customarily assigned during the closing of the real estate transaction.

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

- a. A drainage easement is required for all portions of the land located in the current floodway boundary, said floodway being approximately the eastern 15' parallel with the described eastern property boundary;
- b. A condition will be placed on the plat that a fence will be allowed along the property perimeter that is a 4' picket fence with 2" gap between boards and 4" clearance at the ground to allow for flood discharge;
- c. Closing shall occur no later than February 29, 2016;
- d. Approval by the North Little Rock City Council; and
- e. This offer shall expire at noon on Tuesday, January 12, 2016. Buyers 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 Buyers 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 Buyers upon closing.

**6. INSPECTION:** Buyers certify that Buyers have inspected the property and are 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**

By: \_\_\_\_\_  
Joe A. Smith, Mayor

**ATTEST:**

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

[SEAL]

**BUYERS:**

\_\_\_\_\_  
Michael Adam Whitlock  
\_\_\_\_\_  
Natalie Whitlock

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