



City of Conway Council Agenda

Council Meeting Date: **March 22nd, 2016**

5:30pm: **No Committee Meeting**

6:30pm: Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Minutes Approval: March 8th, 2016

Employee Service Awards

Approval of the monthly financial report ending February 29th, 2016

Mayor Tab Townsell

City Clerk Michael O. Garrett
City Attorney Chuck Clawson

City Council Members

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Wesley Pruitt

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Mark Ledbetter

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Whitmore

1. Report of Standing Committees:

A. Public Hearing

1. Public hearing to discuss the ordinance to annex certain lands along Mill Pond Road and Bronnie Lane that has been completely surrounded by the incorporated limits of the City.

B. Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)

1. Resolution setting a public hearing to discuss the closing of a portion of street right of way located in the northwestern portion of Round Mountain Subdivision.
2. Consideration to approve the nomination of Lindsay Henderson to the Conway Corporation Board of Directors.
3. Consideration to approve a variance request for property located at 2740 College Avenue. (Pediatrics Plus)

C. New Business

1. Consideration to approve an offer and acceptance to purchase property located at corner of College/Salem.

Adjournment



City of Conway
Human Resources Department
City Hall
1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org

Date: March 17, 2016

To: Joe Hopper Finley Vinson David Reynolds
Jody Spradlin Mike Winter Susan Weaver

Cc: Brandy Arnold Rebecca McHughes Beth Thomas
Meg Hawkins Amy Springer Donna Rappold

From: Lisa Mabry-Williams

Subject: Years of Service Recognition – Presentation of Pins

The City will present service pins in recognition of employees with 5, 10, 15, 20, 25 and 30 years of service at the 2nd City Council Meeting of each month. Mayor Townsell will present the pins to the employees. During the Council meeting on Tuesday, March 22nd at 6:30 p.m. the following employees are eligible to receive a pin:

**Years
of**

<u>Service</u>	<u>Name</u>	<u>Date of Hire</u>	<u>Department</u>
5	Officer Aaron Cullum	03/21/2011	Police
	Brian McClain, Grounds Supervisor	03/21/2011	Parks & Recreation
	Richard Uekman, CDL Driver	03/16/2011	Sanitation
	Jerrodrick Webb, Collector	03/21/2011	Sanitation
10	Ryan Lee, CDL Driver	03/27/2006	Sanitation
15	Josh Elliott, Crew Leader	03/20/2001	Street
	Engineer Adam Tilly	03/12/2001	Fire
20	Roxanne Ruple, Deputy Court Clerk	02/26/1996	District Court
25	Police Chief Jody Spradlin	03/18/1991	Police

We would like to extend an invitation to the above listed employees to attend the City Council meeting at 6:30 p.m. on Tuesday, March 22nd, 2016. The service pin presentation will be the first item on the Council agenda. Please let me know if you and your respective employees plan to attend the meeting to receive their pins from the Mayor.

Thank you for your assistance.



City of Conway, Arkansas
Monthly Financial Reports
February 29, 2016

City of Conway
 Monthly Financial Report - General Fund
 For the month ended February 29, 2016



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	3,800,000	165,991	321,017		3,478,983	8%
Payments in Lieu of Tax	31,250	-	-		31,250	0%
State Tax Turnback	883,250	63,512	189,486		693,764	21%
Insurance Tax Turnback - LOPFI	1,100,000	-	-		1,100,000	0%
Sales Tax	18,200,000	1,796,380	3,226,136		14,973,864	18%
Beverage Tax	400,000	30,722	63,832		336,168	16%
Franchise Fees	3,511,000	313,323	565,077	-	2,945,923	16%
Permits	298,000	53,205	87,809		210,191	29%
ACIEA Revenues	5,000	3,551	5,009		(9)	100%
Dog Tags & Fees	25,000	2,746	4,366		20,634	17%
Municipal Court Fines and Fees	1,042,500	70,164	168,539		873,961	16%
Law Enforcement	717,951	5,506	32,453		685,498	5%
Parks	552,500	75,111	87,386		465,114	16%
Interest Income	17,000	1,917	4,076		12,924	24%
Insurance Proceeds	9,998	-	9,998		-	100%
Donations	3,404	4,998	5,747		(2,343)	169%
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	115,000	7,040	15,861		99,139	14%
Transfers from Other Funds	423,000	-	-		423,000	0%
Total Revenues	31,224,853	2,594,165	4,786,793	-	26,438,061	15%
Expenditures						
Admin (Mayor, HR)	632,339	38,928	74,608	1,480	556,251	12%
Finance	439,657	25,702	52,372	139	387,146	12%
City Clerk/Treasurer	170,569	10,617	20,279	43	150,247	12%
City Council	91,913	7,549	7,715	-	84,198	8%
Planning	374,860	25,454	50,145	329	324,386	13%
Physical Plant	537,698	27,935	56,353	1,257	480,088	10%
Fleet Maintenance	87,142	10,754	18,815	361	67,966	22%
Information Technology	1,118,652	78,826	128,683	166,269	823,700	12%
Airport	-	60,041	63,739	-	(63,739)	-
Permits and Inspections	498,346	34,007	68,949	1,099	428,299	14%
Nondepartmental	579,300	21,994	273,627	547	305,127	47%
Police	11,019,314	843,385	1,586,217	61,697	9,371,399	14%
CEOC	1,024,201	76,451	144,662	948	878,591	14%
Animal Welfare	440,636	29,545	56,115	1,097	383,424	13%
Municipal District Court	864,842	57,671	143,086	755	721,002	17%
City Attorney	465,007	32,534	62,043	86	402,878	13%
Fire	9,495,149	674,166	1,429,363	65,050	8,000,735	15%
Parks	2,915,128	164,845	299,896	32,929	2,582,303	10%
	30,754,753	2,220,403	4,536,667	334,085	25,884,001	15%
Total Expenditures	30,754,753	2,220,403	4,536,667	334,085	25,884,001	15%
Net Revenue/(Expense)	470,100		250,126			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.

City of Conway
General Fund
2016



Fund Balance Appropriations

Ordinance Date Description

Amount

\$ -

City of Conway
 Balance Sheet - General Fund
 For the month ended February 29, 2016



Cash - Operating	4,979,944
Cash - Reserve	2,011,965
Petty Cash	715
Accounts Receivable	3,032,551
Due from Other Funds	120,395
Due from Street	29,820
Due from Component Unit	(3,181)
Fleet Inventory	15,539
Fuel Inventory	25,863
General Inventory	4,644
<i>Assets</i>	<u>10,218,256</u>
Accounts Payable	145,120
Insurance and Benefits Payable	144,689
Event Deposits	1,020
Due to Other Funds	46,547
Deferred Revenue	3,006,736
<i>Liabilities</i>	<u>3,344,112</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	2,874,144
<i>Fund Balance</i>	<u>6,874,144</u>
<i>Total Liabilities & Fund Balance</i>	<u>10,218,256</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended February 29, 2016



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,440,000	96,620	96,620		1,343,380	7%
Payments in Lieu of Tax	15,000	-	-		15,000	0%
State Tax Turnback	3,579,020	311,796	611,631		2,967,389	17%
Severance Tax	250,000	8,980	22,512		227,488	9%
Sales Tax	250,000	25,171	45,204		204,796	18%
Sign Permits	500	-	-		500	0%
Engineering Fees	10,000	300	400		9,600	4%
Insurance Proceeds	-	-	143		(143)	-
Interest Income	20,000	1,539	4,209		15,791	21%
Miscellaneous Revenues	-	-	350		(350)	-
Total Revenues	5,564,520	444,405	781,068	-	4,783,452	14%
Expenditures						
Personnel Costs	2,347,548	148,399	299,354	-	2,048,194	13%
Other Operating Costs	1,891,183	37,622	204,399	78,779	1,608,005	11%
Total Operating Costs	4,238,731	186,021	503,754	78,779	3,656,198	12%
Capital Outlay	1,316,000	2,000,000	2,000,000	-	(684,000)	152%
Total Expenditures	5,554,731	2,186,021	2,503,754	78,779	2,972,198	45%
Net Revenue/(Expense)	9,789		(1,722,686)			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.

City of Conway
Street Fund
2016



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			<hr/> <hr/> \$ - <hr/> <hr/>

City of Conway
 Balance Sheet - Street Fund
 For the month ended February 29, 2016



Cash - Operating	2,465,736
Taxes Receivable	44,090
Accounts Receivable	1,616,959
Due from Other Funds	31,447
<i>Assets</i>	<u>4,158,232</u>
Accounts Payable	21,491
Insurance and Benefits Payable	(748)
Due to Other Funds	150
Due to General	29,671
Deferred Revenue	1,294,270
<i>Liabilities</i>	<u>1,344,835</u>
<i>Fund Balance</i>	<u>2,813,397</u>
<i>Total Liabilities & Fund Balance</i>	<u>4,158,232</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended February 29, 2016



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Sanitation Fees	8,750,000	691,774	1,553,809		7,196,191	18%
Proceeds - Recycled Materials	400,000	32,228	68,264		331,736	17%
Landfill Fees - General	225,000	17,570	31,394		193,606	14%
Interest Income	55,000	5,861	11,340		43,660	21%
Miscellaneous Revenues	-	3,053	9,367		(9,367)	=
Total Revenues	9,430,000	750,487	1,674,174	-	7,755,826	18%
Expenditures						
Personnel Costs	3,959,146	268,478	584,644	-	3,374,502	15%
Other Operating Costs	2,974,605	77,992	142,573	111,789	2,720,243	5%
Total Operating Costs	6,933,751	346,470	727,217	111,789	6,094,745	10%
Capital Outlay	3,690,815	-	-	536,035	3,154,780	0%
Total Expenditures	10,624,566	346,470	727,217	647,824	9,249,525	7%
Net Revenue/(Expense)	(1,194,566)		946,957			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway
Sanitation Fund
2016
Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			<u>\$ -</u>

City of Conway
 Balance Sheet - Sanitation
 For the month ended February 29, 2016



Cash - Operating	4,693,946
Petty Cash	200
Post Closure Cash Account	5,527,417
Due from Other Funds	15,222
Due from Component Unit	862,035
General Inventory	2,122
Land & Buildings	2,697,649
Infrastructure	1,136,716
Machinery and Equipment	4,573,174
Vehicles	139,589
Computer Equip & Software	958
Assets	<u>19,649,029</u>
Accounts Payable	59,993
Salaries Payable	145,643
Net Pension Obligation	1,286,026
Due to Other Funds	5,938
Accrued Interest Payable	24,525
Landfill Close/Post Close	7,926,380
Liabilities	<u>9,448,504</u>
Net Assets	<u>10,200,525</u>
Total Liabilities and Net Assets	<u>19,649,029</u>

***All figures are unaudited**

Note: Capital assets shown at book value (cost less accumulated depreciation).

City of Conway
 Monthly Financial Report - Airport
 For the month ended February 29, 2016



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Airport Fuel Sales	761,000	49,407	100,834		660,166	13%
Sales Tax	18,000	938	2,020		15,980	11%
T-Hangar Rent	118,000	6,181	12,409		105,591	11%
Community Hangar Rent	15,000	450	900		14,100	6%
Ground Leases	20,250	8,712	17,424		2,826	86%
Miscellaneous Revenues	2,500	737	1,587		913	63%
Total Revenues	934,750	66,425	135,174	-	799,576	14%
Expenditures						
Personnel Costs	203,100	13,012	27,113	-	175,987	13%
Fuel for Resale	550,000	18,829	51,407	-	498,593	9%
Other Operating Costs	139,200	5,654	9,106	512	129,581	7%
Total Operating Costs	892,300	37,496	87,627	512	804,161	10%
Capital Outlay	-	-	-	-	-	0%
Total Expenditures	892,300	37,496	87,627	512	804,161	10%
Net Revenue/(Expense)	42,450		47,548			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway
Airport Fund
2016
Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			<u>\$ -</u>

City of Conway
Balance Sheet - Airport
For the month ended February 29, 2016



Cash - Operating	261,919
Accounts Receivable - Fuel Vendor	50,065
<i>Assets</i>	<u>311,984</u>
Due to General	247
<i>Liabilities</i>	<u>246</u>
<i>Fund Balance</i>	<u>311,737</u>
<i>Total Liabilities & Fund Balance</i>	<u>311,984</u>

*All figures are unaudited

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended February 29, 2016



Parks and Rec A&P Tax

Balance, 1/31/16	1,853,564
Receipts	256,084
Payments	(496,905)
Balance, 2/29/16	\$ 1,612,743

Pay as you go Sales Tax

Balance, 1/31/16	1,997,147
Receipts	679,686
Payments	(246,464)
Balance, 2/29/16	\$ 2,430,370

Street Impact Fees

Balance, 1/31/16	371,018
Receipts	73,309
Payments	-
Balance, 2/29/16	\$ 444,327

Parks Impact Fees

Balance, 1/31/16	287,986
Receipts	9,330
Payments	-
Balance, 2/29/16	\$ 297,317



City of Conway, Arkansas
Ordinance No. O-16-_____

AN ORDINANCE ANNEXING CERTAIN LANDS WHICH HAVE BEEN COMPLETELY SURROUNDED BY THE INCORPORATED LIMITS OF THE CITY OF CONWAY:

Whereas, Act 314 of 1979 provides that unincorporated islands of land that have been completely surrounded by the incorporated limits of a municipality may be annexed by that municipality; and

Whereas, the City of Conway desires to annex certain lands more completely described below; and

Whereas, all necessary urban services, such as fire and police protection, are to be extended to such areas within a reasonable period of time; and

Whereas, the areas to be annexed comply with the standards for lands qualifying for annexation which are set forth in ACA 14-40-501 et seq., and Act 314 of 1979; and

Whereas, a public hearing was held on the 23rd day of February 2016, regarding these proposed annexations; and

Whereas, on XXXX xx, 2016, a legal notice was published setting out the legal description of the territories proposed to be annexed and all property owners within the areas were notified by certified mail of their right to appear at the public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

Section 1. That the incorporated limits of the City of Conway has completely surrounded the parcel of real estate hereinafter described, and unincorporated area is described as follows:

Tract 1 Legal (Round Mountain Cemetery)

Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 2, Township 4 North, Range 14 West; described as beginning at a point 0 degrees 08 minutes 51 seconds east 200 feet from the SE corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence north 89 degrees 40 minutes 36 seconds east 210 feet; thence north 0 degrees 08 minutes 51 seconds east 420.10 feet; thence south 89 degrees 40 minutes 36 seconds west 305 feet to a point in a public road; thence south 01 degrees 41 minutes 36 seconds east along said public road a distance 420.10 feet; thence leaving said public road north 89 degrees 40 minutes 36 seconds east a distance of 81.50 feet to point of beginning, containing 2.85 acres, more or less.

Tract 2 Legal (32 Bronnie Lane)

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 20, Township 5 North, Range 13 West; described as beginning at a point 835 feet east of the northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ being a point along a public road Bronnie Lane and the northline of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence south 35 feet to point of beginning; thence south 210 feet; thence east 210 feet; thence north 210 feet;; thence west 210 feet to point of beginning, containing .97 acres, more or less.

Tract 3 Legal (36 Bronnie Lane)

Part of the NW ¼ SW ¼ , Section 20, Township 5 North, Range 13 West; described as beginning at a point 1041 feet east of the northwest corner of said NW ¼ SW ¼ being a point public road Bronnie Lane and the northline of said NW ¼ SW ¼; thence south 35 feet to point of beginning; thence continue east 114.22 feet to the west right of way of Interstate 40; thence along said right of way S 13° 11'43" E 104.48 feet; thence S 10° 58' 15" E 110.30 feet; thence leaving said right of way West 159.06 feet; thence north 210 feet to the point of beginning, containing .66 acres, more or less.

That the above described lands and territory be and the same hereby are declared to be a part of the City of Conway, Faulkner County, Arkansas and shall be zoned **A-1**.

Section 2. That the City of Conway hereby accepted the following section(s) of street(s) as public street(s) for maintenance and for the purpose of providing street frontage for the issuance of building permits.

That portion of Mill Pond Rd and Bronnie Lane that fronts upon these properties.

Section 3. That unless a street is specifically named in this ordinance as being accepted for maintenance or to provide street frontage for the issuance of building permits, it shall not be accepted for either purpose.

Section 4. From and after this date, the inhabitants residing within and upon the hereinabove described lands and territory shall have and enjoy all the rights and privileges of, and be subject to all the laws, rules, ordinances, limitations, and regulations imposed upon the inhabitants with the original city limits of City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as a part of **Ward 2** of the City of Conway, Arkansas. All necessary urban services, such as police and fire protection, shall be extended to such area within a reasonable time.

Section 5. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of that conflict.

Passed this 12th day of April, 2016.

Approved

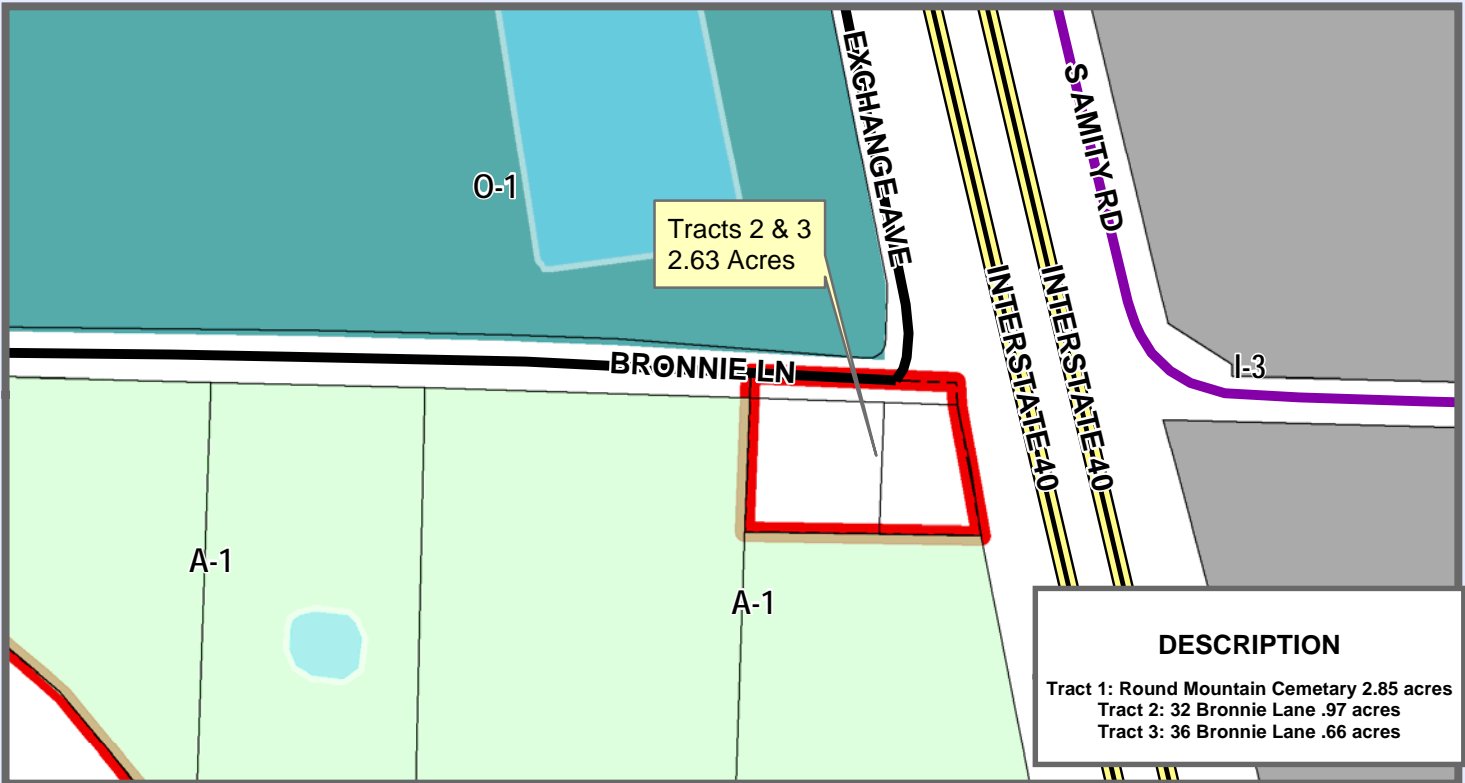
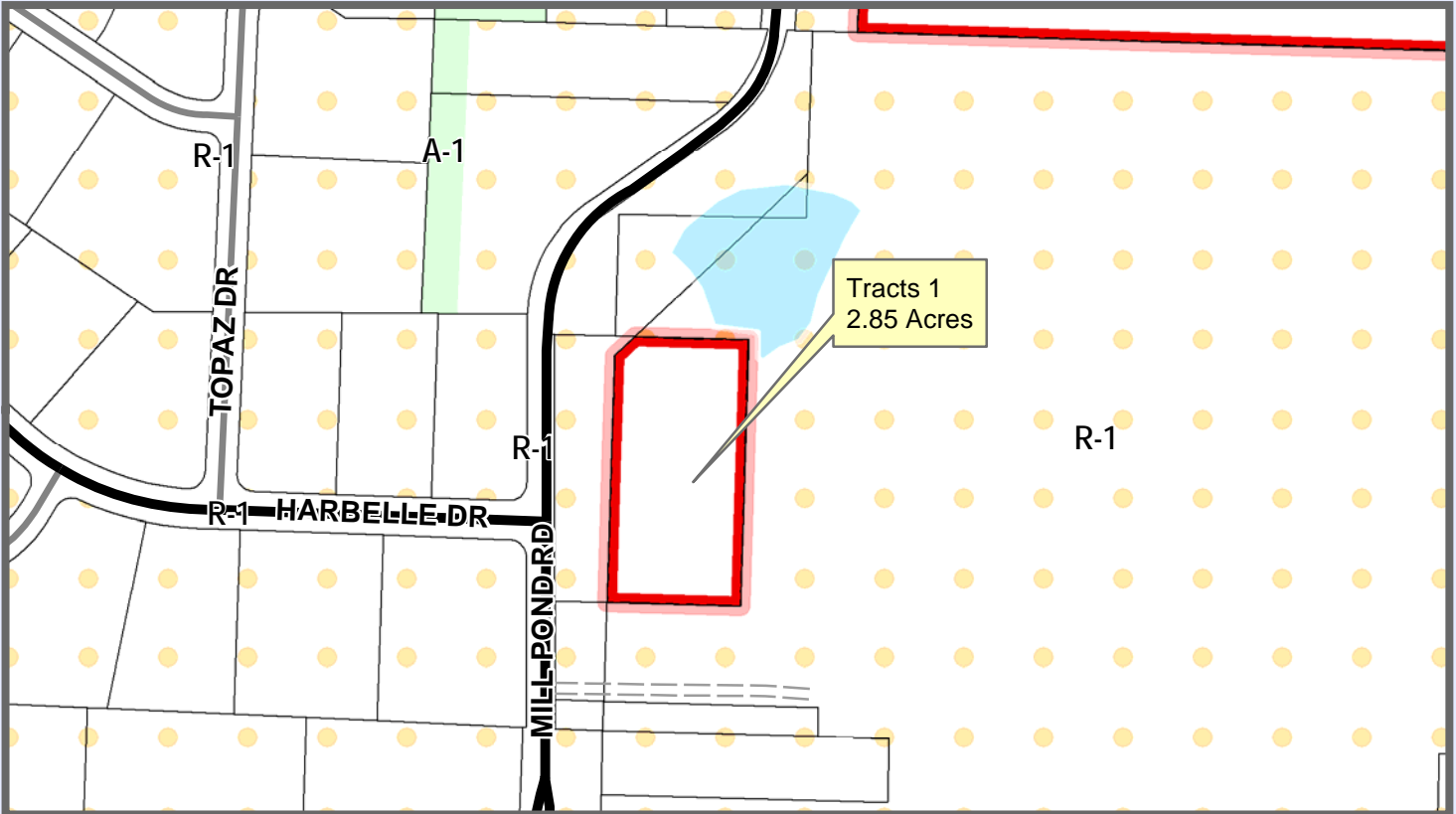
Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

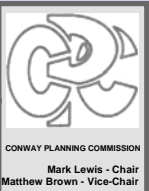
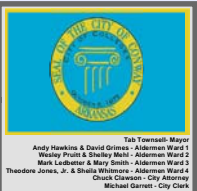
CITY OF CONWAY

ISLAND ANNEXATION -- FEBRUARY 2016

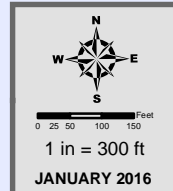


DESCRIPTION

Tract 1: Round Mountain Cemetary 2.85 acres
Tract 2: 32 Bronnie Lane .97 acres
Tract 3: 36 Bronnie Lane .66 acres



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial Office	Special
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	S-1
			A-1
			PUD
			TJ



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 WWW.CONWAYPLANNING.ORG/GIS
 E-MAIL: Jason.Lyon@CityOfConway.org



**City of Conway, Arkansas
Resolution No. R-16-___**

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PORTION OF STREET RIGHT OF WAY LOCATED IN THE NORTHWESTERN PORTION OF ROUND MOUNTAIN SUBDIVISION, IN THE CITY OF CONWAY, ARKANSAS:

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by Cathy Engelkes to abandon a portion of Street Right of Way located in the situated in the Northwester portion of Round Mountain Subdivision (shown on Plat E-72), within the corporate limits of the City of Conway, Arkansas; and

Whereas, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CONWAY, ARKANSAS:

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the 12th day of April 2016 at 6:30 pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the matter prescribed by law.

PASSED this 22nd day of March, 2015.

Approved:

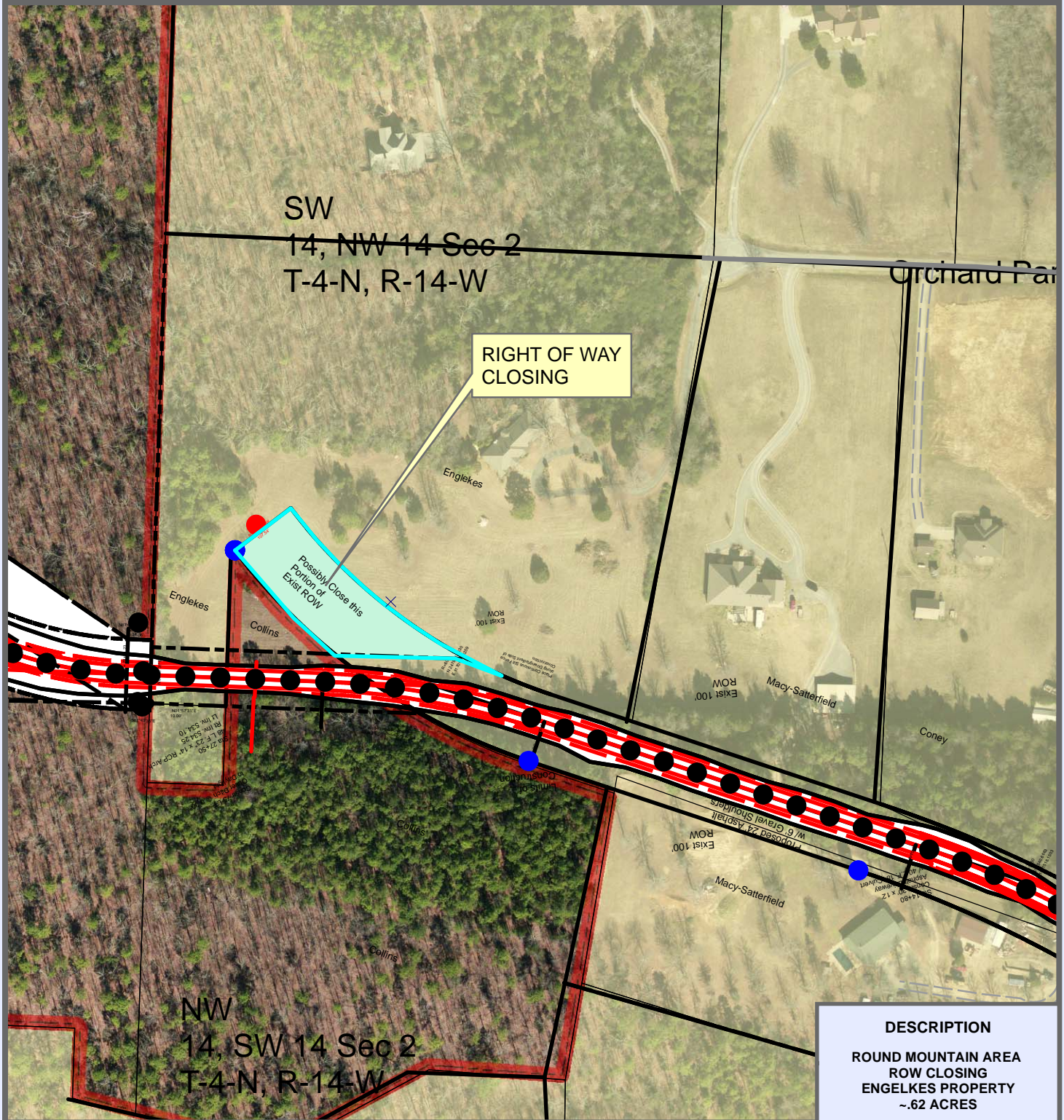
Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY

ROUND MOUNTAIN NEW ROAD -- ROW CLOSING



DESCRIPTION
ROUND MOUNTAIN AREA
ROW CLOSING
ENGELKES PROPERTY
~.62 ACRES

Tab Townsall - Mayor
 Andy Hawkins & David Grimes - Aldermen Ward 1
 Wes Pratt & Shalby Muhl - Aldermen Ward 2
 Mark Leubert & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
 Chuck Clemons - City Attorney
 Michael Garrett - City Clerk

Bryan Patrick - Director
 Wes Craiglow - Deputy Director
 Scott Grimmer - Planner
 Beth Skotko - Planning Tech
 Jason Lyon - GIS Coordinator

CONWAY PLANNING COMMISSION
 Lee Washington - Chair
 Mark Lewis - Vice-Chair

— INTERSTATE	— LOT LINE
— MAJOR ARTERIAL	— STREAMS
— MINOR ARTERIAL	— LAKES & PONDS
— COLLECTOR	— CITY LIMITS
— RESIDENTIAL	
— PRIVATE ROAD	
— INTERSTATE RAMP	
— RAILROADS	

Residential	Industrial
R-1	MF-1
R-2	MF-2
R-2A	MF-3
R-2B	MF-4
HR	RMH
SR	
Commercial	Office
C-1	O-1
C-2	O-2
C-3	O-3
C-4	
	Special
	SP
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	A-1
	PUB

0 15 30 60 90 Feet
 1 in = 200 ft
MARCH 2016

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK GIS WEBSITE:
 gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityofConway.org

**Richard Arnold**

Chief Executive Officer

501.450.6020

501.450.6099 fax

richie.arnold@conwaycorp.com

March 16, 2016

The Honorable Tab Townsell, Mayor
and Members of the City Council
City of Conway, Arkansas
1201 Oak Street
Conway, AR 72032

Dear Ladies and Gentlemen:

The Board of Directors of the Conway Corporation, in conformance with Resolution 88-11, published a legal notice in the Log Cabin Democrat on February 8, 2016, advertising for nominees to the Conway Corporation Board of Directors. (A copy of that legal notice is enclosed.)

As of March 8, 2016, the expiration of the nominating period, four nominations had been received.

The Conway Corporation Board of Directors met on March 15, 2016, and Mrs. Lindsay Henderson was elected to succeed Mr. Brad Hegeman, whose term expires May 8, 2016.

As mandated by the Articles of Incorporation of the Conway Corporation, it is my pleasure to submit to the Conway City Council for its ratification and approval the election of Mrs. Lindsay Henderson.

We respectfully request your favorable consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard Arnold', is written over the typed name.

Richard Arnold
Chief Executive Officer
Conway Corporation

RA:na

Enclosure (legal notice)

2/8/2016



RECEIVED

PROOF OF PUBLICATION

FEB 10 2016

CONWAY CORPORATION

STATE OF ARKANSAS
COUNTY OF FAULKNER

Account No. 1000705148

CONWAY CORPORATION
PO BOX 99
CONWAY AR 72033 USA

I, Chealsey Mosby do hereby certify that I am the Authorized Agent of the **Log Cabin Democrat**, a daily newspaper published in the city of Conway, Arkansas, and having a bonafide circulation in Faulkner County, Arkansas, that said newspaper has been published at regular intervals continuously during a period of at least twelve (12) months

Prior to the date of publication of the annexed

Notice

Board of Director Nominations

and is in all respects eligible and qualified to publish legal notices under the provisions of Act 152 of the 1937 Acts of the General Assembly of the State of Arkansas as amended by act 263 of the 1937 Acts of the General Assembly of the State of Arkansas.

I further certify that said legal advertisement, a copy of which is hereby attached, was published in for

..... insertions on the following days, to-wit:

Section / Ad #	Run Date	Page Placement
LEGAL NOTICES		
7000044079-01		
	2/8/2016	
	2/8/2016	B6 3
		2

PUBLIC NOTICE:
Conway Corporation accepting board of director nominations.

Conway Corporation is accepting nominations for board membership. The Conway Corporation Board of Directors elects one director annually to serve a seven-year term. Nominees are being accepted for the term to begin May 8.

Nominations will be accepted at the office of the Chief Executive Officer, 1307 Prairie Street, Conway, Arkansas 72034, on or before March 8. Nominations should be submitted in writing and include the following information: (1) name and address of person making nomination; (2) name and address of nominee; (3) personal background information, qualifications, and the reason(s) the nominee wishes to be considered; and (4) signatures of nominator and nominee, if different.

Nominees must be a Conway citizen willing to serve the community without compensation, philosophically in tune with municipal ownership of utility systems, free of conflicts of interest, and firmly established in Conway.

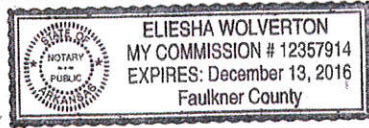
Information included in all applications will become public information.

Classified ads can be the perfect way to complement your display advertising campaign. Teaser ads can add to your exposure so you may get the absolute most from your display dollar!

AFFIANT:

Subscribed and sworn to this *9th* day of *February*, 2016

Notary Public



My commission expires *December 13, 2016*

Fees for Printing, \$ *69.15* Cost of Proof, \$ *0* Total, \$ *69.15*



240 Skyline Drive, Suite 3000 · Conway, Arkansas 72032
(501) 329-1400 office · (501) 327-3972 Fax

March 15, 2016

The Honorable Tab Townsell
City of Conway
1201 Oak Street
Conway, AR 72032

Re: Variance Request, Flood Damage Prevention Code Article 3, Section B(1)(b)(1)(a)
Pediatrics Plus Facility Expansion

Dear Mayor Townsell,

The Tyler Group has been working with Pediatrics Plus to resolve floodplain issues with the addition to their facility located at 2740 College Avenue. On behalf of Pediatrics Plus, we respectfully request a Variance to allow our facility addition to be constructed less than the required 2.0 feet stated in the Flood Damage Prevention Code for the City of Conway, Article 3, Section B(1)(b)(1)(a) which states that all new commercial, industrial or other nonresidential structure must have the lowest floor elevation elevated 2.0 feet above the base flood level. The Base Flood Elevation for Tucker Creek at this location is 297.33 feet and the Finished Floor Elevation of the addition is 298.68 feet. This leaves the addition 1.35 feet above the Base Flood Elevation which is less than the required 2.0 feet stated in the Flood Damage Prevention Code.

Our justification for the lower floor elevation is that the Pediatrics Plus addition was designed with a finished floor that would match the finished floor of the original building. This makes the ingress/egress between the original building and the addition easier especially for children receiving services from Pediatrics Plus. Pediatrics Plus is a specialized pediatric healthcare provider committed to helping children succeed in all stages of life through evidence-based therapy and education, diagnostic services, state of the art facilities, specialized equipment, family support, and community investment.

If you have any questions regarding this request, please let me know. I can be contacted by phone at (501) 329-1400 or by email at Hogan@tylergroup.net.

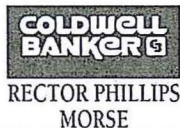
Sincerely,

Stephen Hogan, PE
Staff Engineer

Cc: Finley Vinson, Director, City Street and Engineering Department, finley.vinson@cityofconway.org

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 042303-000145-7619865

1. PARTIES: City of Conway, AR

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

2. This Property is Single family detached home with land One-to-four attached dwelling with land
 Manufactured / Mobile Home with land Condominium / Town Home
(See Condominium/Town Home Addendum Serial No. _____)

ADDRESS AND LEGAL DESCRIPTION:

2901 College Ave, Lot 1, Pickwicket Corner, Conway, AR
72034

3. PURCHASE PRICE: Subject to the following conditions, Buyer shall pay the following to Seller and, if so stated in Paragraph 3B assume the following obligations of Seller for the Property (the "Purchase Price"):

A. PURCHASE PURSUANT TO NEW FINANCING: Subject to Buyer's ability to obtain financing on the terms and conditions set forth herein and the Property appraising for not less than the Purchase Price, the Purchase Price shall be the exact sum of\$ _____
with Buyer paying in cash at Closing as down payment, the sum of\$ _____
with the balance of the Purchase Price (the "Balance") to be paid pursuant to the following:

(i) **NEW LOAN:** Subject to the Buyer's ability to obtain a loan to be secured by the Property in the amount of.....\$ _____
with such loan to be payable over a period of _____ years.

Discount points not to exceed _____% of loan at Closing. Interest rate will be:

- Fixed rate not to exceed _____% per annum (see below)
- Variable rate with an initial rate not to exceed _____% per annum
and a maximum rate not to exceed _____% per annum (see below)

If the loan rate in Paragraph 3A(i) is available at time of application and Buyer chooses not to lock in loan rate at application through time of Closing, Buyer agrees to accept prevailing loan rate at the time of Closing.

Loan type will be:

Conventional. Mortgage Insurance: Not applicable Paid as follows:

VA. Funding fee paid as follows: (Continues on Page 2, for "VA NOTICE TO BUYER")

FHA. Items to be financed: (Continues on Page 2, for "FHA NOTICE TO BUYER")

USDA-RD. Items to be financed: _____

(ii) **OTHER FINANCING:** Subject to Buyer's ability to obtain financing in the amount of.....\$ _____
from a source and being payable as follows: _____

B. PURCHASE PURSUANT TO LOAN ASSUMPTION (See Loan Assumption Addendum attached)
 C. PURCHASE PURSUANT TO CASH: Cash at Closing in the exact sum of.....\$ 159,500⁰⁰

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 042303-000145-7619865

3. PURCHASE PRICE: (continued from Page 1)

IF LOAN TYPE IS VA, I ACKNOWLEDGE THE FOLLOWING "VA NOTICE TO BUYER:"

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not incur any penalty by forfeiture of Earnest Money or otherwise be obligated to complete this purchase of the Property described herein, if the Real Estate Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. Buyer shall, however, have the privilege and option of consummating this Real Estate Contract without regard to the amount of the reasonable value of the Property established by the Department of Veterans Affairs. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the Department of Veterans Affairs and which Buyer represents will not be from borrowed funds. If Department of Veteran's Affairs reasonable value of the Property is less than the Purchase Price, Seller may reduce the Purchase Price to an amount equal to the Department of Veterans Affairs reasonable value and the parties to the sale shall close at such lower Purchase Price with appropriate adjustments to Paragraph 3 above.

IF LOAN TYPE IS FHA, I ACKNOWLEDGE THE FOLLOWING "FHA NOTICE TO BUYER:"

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money Deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$_____. Buyer shall have the privilege and option of consummating this Real Estate Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

We hereby certify the terms and conditions of this Real Estate Contract are true to the best of our knowledge and belief and any other agreement entered into by any of the parties in connection with this real estate transaction is part of, or attached to, this Real Estate Contract.

**Buyer has received HUD/FHA's Form No. HUD-92564-CN,
"For Your Protection: Get a Home Inspection."**

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 042303-000145-7619865

4. AGENCY: (check all that apply)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and 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 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 Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed 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 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 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 4C, Buyer and Seller acknowledge 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 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 Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and 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 Non-Representation Disclosure Addendum

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 042303-000145-7619865

5. LOAN AND CLOSING COSTS: Unless otherwise specified, all of Buyer's closing costs, including origination fees, assumption fees, loan costs, prepaid items, loan discount points, closing fee, and all other financing fees and costs charged by Buyer's creditor or any additional fees charged by Closing Agent(s), are to be paid solely by Buyer except for costs that cannot be paid by Buyer. If Buyer is obtaining a VA or FHA loan, the "Government Loan Fees" shall be paid by Seller, up to the sum of \$ _____ (the "Seller Loan Cost Limit"), which is not included in any loan or closing cost provisions listed below. Notwithstanding any provision to the contrary, should the Government Loan Fees exceed the Seller Loan Cost Limit, Seller shall have the option to either pay such excess amount or terminate this Real Estate Contract and have the Earnest Money returned to Buyer. Seller is to pay Seller's closing costs.

Buyer is to pay buyers closing costs, govt. fees and prepaids

Should Buyer be entitled to a credit at Closing for repairs pursuant to Paragraph 16 of this Real Estate Contract, the amount of such credit shall be reflected on the settlement statement(s). Buyer and Seller warrant all funds received by Buyer from Seller (or other sources) will be disclosed to the Closing Agent(s) and reflected on the settlement statement(s).

6. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 6, Buyer agrees to provide creditor with any requested information and pay for any credit report(s) and appraisal(s) required upon request. Unless otherwise specified, if said loan is not consummated or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to consummate is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

7. EARNEST MONEY:

- A. Yes, see Earnest Money Addendum.
- B. No.

8. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as the "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 Real Estate Contract. 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 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 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.
If Buyer is obtaining Government Financing (FHA, VA or other) 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 of execution of Paragraph 4(a) of the Inspection, Repair & Survey Addendum.
 - iii. Other: _____

9. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general 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 30. 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 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.

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 042303-000145-7619865

10. TITLE REQUIREMENTS: Buyer and Seller understand 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. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

- A. Seller shall furnish, at Seller's cost, a complete abstract reflecting merchantable title to Buyer or Buyer's Attorney.
- B. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance cost in excess of the cost of a standard owner's title policy.
- C. Buyer and Seller shall equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price).
- D. Other: _____

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

11. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 11A 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 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: _____

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.

12. 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, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein. Buyer and Seller agree to prorate general ad valorem taxes based on the best information available at Closing. Buyer and Seller agree to hold any Closing Agent(s) selected by Buyer and Seller, Listing Firm and Selling Firm harmless for error in such tax proration computation caused by unknown facts or erroneous information (or uncertainty) regarding the Homestead Tax Exemption adopted by the voters of the State of Arkansas in the Year 2000, as amended from time to time.

13. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein all fixtures and attached equipment, if any, are included in the Purchase Price. Such fixtures and attached equipment shall include but not be limited to the following: dishwasher, disposal, trash compactor, ranges, ovens, water heaters, exhaust fans, heating and air conditioning systems, plumbing and septic systems, electrical system, intercom system, ceiling fans, window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings and related hardware, gas or electric grills, awnings, mail boxes, garage door openers and remote controls, antennas, fireplace inserts, _____

and any other items bolted, nailed, screwed, buried or otherwise attached to the Property in a permanent manner. Television satellite receiver dish, cable wiring, water softeners, and propane and butane tanks also remain, if owned by Seller. Buyer is aware the following items are not owned by Seller or do not convey with the Property: _____

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 042303-000145-7619865

14. OTHER CONTINGENCY:

- A.** No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.
- B.** This Real Estate Contract is contingent upon:

on or before (month) _____ (day) _____, (year) _____.

During the term of this Real Estate Contract (**Select one**):

- (i) Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the "Seller's Contingency Notice Addendum" (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice, or (b) five (5) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes the contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. All time constraints in this Real Estate Contract referred to in Paragraphs 6, 16B, 17, 18 19B, 20B, and 21 refer to the time Buyer removes the contingency.
- (ii) Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and any subordinate Real Estate Contracts entered into by Seller shall not affect this Real Estate Contract.

15. HOME-WARRANTY PLANS: Buyer understands the benefits of a home-warranty contract which may include coverage for most major appliances, plumbing, electrical, heating and air conditioning systems. The home-warranty contract covers unexpected mechanical failures due to wear and tear and is subject to a per-claim deductible. The availability of a home-warranty contract, cost and applicable deductible have been explained to Buyer, and Buyer chooses:

- A.** No home-warranty contract concerning the condition of any real or personal Property to be conveyed from Seller to Buyer for any period after the Closing.
- B.** A limited one-year home-warranty plan will be provided to Buyer concerning the condition of the Property and will be paid for by _____ at a cost not to exceed \$ _____ plus sales tax. This home-warranty contract will not imply any warranty by Seller after Closing. Coverages vary and the coverage received is solely set forth in the home-warranty documents between Buyer and Home-Warranty Company, _____, and no representation or explanation will be provided by Seller, Selling Firm or Listing Firm, Buyer being solely responsible to determine the extent and availability of coverage. Listing Firm and/or Selling Firm may receive compensation from the warranty company.
- C.** Other Warranty: _____

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 042303-000145-7619865

16. INSPECTION AND REPAIRS:

- A. Subject to Paragraph 25, the sale of the Property, in its condition as existing on the date Buyer signed this Real Estate Contract, shall take place on an "AS IS, WHERE IS, WITH ALL FAULTS BASIS" and Buyer acknowledges and agrees to voluntarily waive and decline any right to further inspect or require repair of the Property. An example are the rights declined and waived by Buyer in Paragraph 16B of this Real Estate Contract.
- B. Buyer shall have the right, at Buyer's expense, with the cooperation of Seller, to inspect the electrical, mechanical, plumbing, environmental conditions, appliances, and all improvements, structure(s) and components on or about the Property (collectively the "Inspection Items") within TEN (10) BUSINESS DAYS after the date this Real Estate Contract is accepted. Seller, Listing Firm and Selling Firm recommend Buyer use a representative(s) chosen by Buyer to inspect Inspection Items. **Buyer is not relying on Listing Firm or Selling Firm to choose a representative to inspect or re-inspect Inspection Items; Buyer understands any representative desired by Buyer may inspect or re-inspect Inspection Items.** Buyer shall neither make nor cause to be made, unless authorized by Seller in writing, any invasive or destructive Buyer inspections or investigations. Seller agrees to have all utilities connected and turned on to Property to allow Buyer to inspect and re-inspect Inspection Items. If Property being purchased is not new, Buyer acknowledges Inspection Items may not be new. Buyer does not expect Inspection Items to be like new and recognizes ordinary wear and tear to Inspection Items is normal. For the purpose of this Paragraph 16B, "normal working order" means that Inspection Items function for the purpose for which they are intended. The fact any or all Inspection Items may cease to be in normal working order, be discovered or occur, after Closing, shall not require repair by Seller, or provide legal or other liability to Seller, Listing Firm or Selling Firm.

If Buyer elected to inspect the Inspection Items, Buyer shall deliver an Inspection, Repair and Survey Addendum to Seller or Listing Firm within the allotted ten (10) business day period so the Inspection, Repair, and Survey Addendum is actually received by Seller or Listing Firm within the allotted (10) business day period, stating inspections have been performed and listing all items Buyer requests the Seller to repair or stating no repairs are requested. If Buyer is not satisfied with a personal or professional inspection and elects to terminate this Real Estate Contract, both Buyer and Seller agree to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. If Buyer requests repairs, Seller shall have (5) business days to respond to the Buyer's repair request. If Seller does not respond within the allotted (5) business days, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover Earnest Money and both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer and Seller are not able to negotiate requested repairs, Buyer and Seller agree this Real Estate Contract is terminated and further agree to sign a Termination of Contract Addendum. **IN THE EVENT BUYER DOES NOT MAKE THE NECESSARY REQUIRED INSPECTIONS OR DOES NOT PRESENT THE INSPECTION, REPAIR AND SURVEY ADDENDUM TO SELLER OR LISTING FIRM IN THE ALLOTTED TEN (10) BUSINESS DAY TIME PERIOD, BUYER WAIVES ALL RIGHTS TO A RE-INSPECTION AND ASSUMES COMPLETE RESPONSIBILITY FOR ANY AND ALL FUTURE REPAIRS AND THE CONDITION OF THE PROPERTY.**

If Buyer timely inspected Property and Seller received the Inspection, Repair and Survey Addendum within the time period set forth above, Buyer shall have the right to re-inspect all Inspection Items immediately prior to Closing to ascertain whether Inspection Items are in normal working order and to determine whether all requested and accepted repairs have been made. If Inspection Items are found not to be in normal working order upon re-inspection, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover the Earnest Money and, in the event termination is elected, both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer closes on Property believing conditions exist at Property that require repair as allowed by this Paragraph 16B, Buyer waives all right to assert a claim against Seller, Selling Firm or Listing Firm concerning the condition of Property. Buyer understands and agrees that, pursuant to the terms of Paragraph 16B, Buyer will be accepting Property at Closing "AS IS, WHERE IS AND WITH ALL FAULTS".

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 042303-000145-7619865

17. THIRD PARTY REQUIREMENTS:

Any requirements for repair by FHA, VA, USDA-RD, the creditor, termite control company or other "third party" requirements shall be delivered to Seller promptly upon receipt by Buyer. Seller shall have five (5) business days to respond to "Third Party" requirements upon receipt or Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" requirements, or (2) terminate this Real Estate Contract and recover the Earnest Money with Buyer and Seller agreeing to sign the Termination of Contract Addendum. If Buyer and Seller are unable to negotiate for the requested "Third Party" Requirements to be performed, this contract may be terminated with Buyer and Seller both agreeing to sign the Termination of Contract Addendum.

Buyer shall have the right to re-inspect all "Third Party" Requirements immediately prior to closing to ascertain whether "Third Party" Requirements have been made. If Buyer finds "Third Party" Requirements have not been made, Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" Requirements, or (2) terminate this contract and recover the Earnest Money with Buyer and Seller both agreeing to sign the Termination of Contract Addendum

18. SELLER PROPERTY DISCLOSURE:

- 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 29 of this Real Estate Contract, nor the rights provided Buyer in Paragraph 16. 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 29 of this Real Estate Contract, nor the rights provided to Buyer in Paragraph 16.
- 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 29 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, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.
- D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND THE LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 042303-000145-7619865

19. TERMITE CONTROL REQUIREMENTS:

A. None

B. A Letter of Clearance (Wood Infestation Report) requiring a Termite Protection Contract with a One-Year (1) Warranty to include treatment if allowed by applicable law and the Arkansas State Plant Board and full protection plan shall be provided by Seller at Seller's cost at Closing. Seller shall order a proposal from a licensed Termite Contractor within ten (10) business days after acceptance of this Real Estate Contract. All repairs necessary to allow issuance of such Termite Protection Contract, excluding a new Termite Protection Treatment, are to be part of the Third-Party Requirements pursuant to Paragraph 17. If Buyer is obtaining financing, such Termite Protection Contract shall be in a form acceptable to the creditor and Buyer.

C. Other: _____

20. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.

B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with Earnest Money returned to Buyer and, with neither Buyer nor Seller having further obligation to the other thereafter. Buyer shall submit any request for abatement repairs in writing as part of the Third-Party Requirements specified in Paragraph 17 of the Real Estate Contract. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 20.

21. INSURANCE: This Real Estate Contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the Property within ten (10) business days after the acceptance date of this Real Estate Contract. If Buyer does not deliver to Seller or Listing Firm a written notice from an insurance company within the time set forth above of Buyer's inability to obtain homeowner/hazard insurance on the Property, this condition shall be deemed waived (but without waiver of conditions, if any, set in Paragraph 3) and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this Paragraph 21 and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, this Real Estate Contract shall be terminated with Earnest Money to be returned to Buyer, subject to Earnest Money Addendum

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FORM SERIAL NUMBER: 042303-000145-7619865

22. 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) Apr. 1 (day) 15, (year) 2016. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the 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 Earnest Money Addendum.

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 closing disclosure or other settlement statement(s) to Listing Firm (in addition to Seller) and Buyer's closing disclosure or other settlement statement(s) to Selling Firm (in addition to Buyer) so 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.

This Real Estate Contract shall, unless otherwise specified in Paragraph 30 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 22 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

23. POSSESSION: Possession of the Property shall be delivered to Buyer:

- A. Upon the Closing. (Seller's delivery of executed and acknowledged Deed).
- B. Upon Buyer's completion, signing and delivery to Seller (or to Listing Firm or the Closing Agent agreed to by Buyer and Seller) of all loan, closing documents and Purchase Price funds required to be executed or delivered by Buyer.
- C. Delayed Possession. (See Delayed Occupancy Addendum attached)
- D. Prior to Closing. (See Early Occupancy Addendum attached)

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. 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 related to the Property fire loss or other casualty loss and receive 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 representing Buyer and Seller. If Buyer elects option (ii) above, Buyer shall be entitled to credit for the insurance proceeds up to the Purchase Price, and any insurance proceeds received by Seller over and above the Purchase Price shall be tendered to Seller at Closing. 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.

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

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

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FORM SERIAL NUMBER: 042303-000145-7619865

28. **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.

29. 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, MINERAL RIGHTS, AND 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. 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 *id m*

30. OTHER: *Purchase pursuant to approval of City Council, City of Conway, and appraisal at \$154,500 and delivery of any covenants to property.*

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

32. **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 32) 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.

33. **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.

34. **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 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 Agreement 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.

35. **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

Real Estate Contract (Residential)

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36. EXPIRATION: This Real Estate Contract expires if not accepted on or before (month) March
(day) 16, (year) 2016, at 6:00 (a.m.) (p.m.).

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, 2016.

FORM SERIAL NUMBER: **042303-000145-7619865**

The above Real Estate Contract is executed on:

(month) March (day) 15, (year) 2016, at _____ (a.m.) (p.m.).

Coldwell Banker RPM
Selling Firm

Signature: Carolyn Cobb

Printed Name: Carolyn Cobb

Principal or Executive Broker (AREC License # EB00054619)

(Broker email: ccobb@coldwellbanker.com)

Signature: Lanis Daniel

Printed Name: Lanis Daniel

Selling Agent (AREC License # SA00064163)

(Agent email: ldaniel@chrpm.com)

(Agent cell number: 501-690-6111)

Signature: Tab Townsell

Printed Name: Tab Townsell, Mayor
Buyer

Printed Name: _____
Buyer

The above Real Estate Contract is executed on:

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

Listing Firm

Signature: _____

Printed Name: _____

Principal or Executive Broker (AREC License # _____)

(Broker email: _____)

Signature: _____

Printed Name: _____

Listing Agent (AREC License # _____)

(Agent email: _____)

(Agent cell number: _____)

Signature: _____

Printed Name: _____
Seller

Printed Name: _____
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.).

Seller's Initials

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Seller's Initials

Real Estate Contract (Residential)

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36. EXPIRATION: This Real Estate Contract expires if not accepted on or before (month) _____ (day) March, (year) 16, at 2016 6:00 (a.m.) (p.m.).

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.

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FORM SERIAL NUMBER: 042303-000145-7619865

The above Real Estate Contract is executed on:

(month) March (day) 16, (year) 2016, at _____ (a.m.) (p.m.).

Coldwell Banker RPM

Selling Firm

Signature: Carolyn Cobb

Signature: Tab Townsell

Printed Name: Carolyn Cobb

Printed Name: Tab Townsell, Mayor

Principal or Executive Broker (AREC License # EB00054619)

Buyer

(Broker email: ccobb@coldwellbankerrpm.com)

Signature: Lanis Daniel

Signature: _____

Printed Name: Lanis Daniel

Printed Name: _____

Selling Agent (AREC License # SA00064163)

Buyer

(Agent email: ldaniel@cbrpm.com)

(Agent cell number: 501-690-6111)

The above Real Estate Contract is executed on:

(month) March (day) 15, (year) 2016, at _____ (a.m.) (p.m.).

Coldwell Banker RPM

Listing Firm

Signature: _____

Signature:

Printed Name: _____

Printed Name:

Principal or Executive Broker (AREC License # EB00054619)

Seller

(Broker email: ccobb@coldwellbankerrpm.com)

Signature: Lanis Daniel

Signature: _____

Printed Name: Lanis Daniel

Printed Name: _____

Listing Agent (AREC License # SA00064163)

Seller

(Agent email: ldaniel@cbrpm.com)

(Agent cell number: 501-690-6111)

The above offer was rejected counter-offered (Form Serial Number 057997-50045-4690691)

Buyer informed of Notification of Existing Real Estate Contract Addendum

(Form Serial Number _____)

on (month) March (day) 16, (year) 2016, at 10:00 (a.m.) (p.m.).

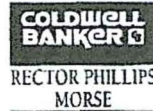
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Seller's Initials

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Seller's Initials

Seller's Counter to the Real Estate Contract

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FORM SERIAL NUMBER: 057997-500145-4690691

The Real Estate Contract (Form Serial Number 042303-000145-7619865),
dated (month) March (day) 15, (year) 2016, between Buyer, _____,
City of Conway, AR, and Seller, _____,
Morgan A. Long, covering the real property
known as 2901 College Ave, Conway, AR 72034

(the "Property"), is not accepted in its present form; therefore, the following counter offer is hereby submitted:

Due to real property being scheduled for demolition, seller requests permission to donate or dispose of any part of property before closing. AM

#13. No fixtures or attached equipment will convey with property. AM

OTHER TERMS: All other terms as provided in the initial Real Estate Contract are incorporated herein by reference and shall remain exactly as set forth therein, solely except those amended above.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to actual receipt by Listing Firm of an executed and accepted copy of this Seller's Counter to the Real Estate Contract.

COUNTERPARTS: This Seller's Counter Offer to the 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.

Seller's Counter to the Real Estate Contract

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EXPIRATION OF COUNTER: This Seller's Counter Offer to the Real Estate Contract expires if not accepted on or before (month) March (day) 17, (year) 2016, at 6:00 (a.m.) (p.m.)

THIS IS A LEGALLY BINDING AGREEMENT 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.

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FORM SERIAL NUMBER: 057997-500145-4690691

The above Seller's Counter to the Real Estate Contract is executed on (month) March (day) 15, (year) 2016, at _____ (a.m.) (p.m.)

Coldwell Banker RPM
Listing Firm

Signature: _____

Signature: [Signature]

Printed Name: _____

Printed Name: Morgan Long

Principal or Executive Broker (AREC License # EB00054619)
(Broker email: ccobb@coldwellbanker.com)

Seller

Signature: [Signature]

Signature: _____

Printed Name: Kanis Daniel

Printed Name: _____

Listing Agent (AREC License # SA00064163)
(Agent email: ldaniel@chrpm.com)
(Agent cell number: 501-690-6111)

Seller

The above Seller's Counter to the Real Estate Contract is executed on (month) March (day) 16, (year) 2016, at 5:01 (a.m.) (p.m.)

Selling Firm

Signature: _____

Signature: [Signature]

Printed Name: _____

Printed Name: Tab Townsell, Mayor

Principal or Executive Broker

Buyer

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Selling Agent

Buyer

THIS COUNTER WAS REJECTED BY BUYER ON (month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.)

Buyer's Initials

Buyer's Initials

COLLEGE AVE

SALEM RD

2905

2903

2901

2869

319

2904



1 inch = 30 feet