

City of Fayetteville Staff Review Form

2017-0199

Legistar File ID

5/2/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Kit Williams

4/6/2017

City Attorney /
General Government Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO WAIVE AND RELEASE ALL RIGHTS OF FIRST REFUSAL WITHIN PARAGRAPH 5.(C) OF THE REAL ESTATE CONVEYANCE AGREEMENT OF OCTOBER 4, 2011 AND THE OCTOBER 13, 2011 QUIT CLAIM DEED CONVEYING THE PROPERTY TO WASHINGTON REGIONAL MEDICAL CENTER

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

Legistar ID No.: _____

AGENDA REQUEST FORM

FOR: Council Meeting of May 2, 2017

FROM:

City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

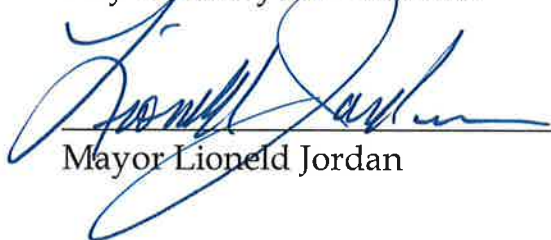
A RESOLUTION TO WAIVE AND RELEASE ALL RIGHTS OF FIRST REFUSAL WITHIN PARAGRAPH 5.(C) OF THE REAL ESTATE CONVEYANCE AGREEMENT OF OCTOBER 4, 2011 AND THE OCTOBER 13, 2011 QUIT CLAIM DEED CONVEYING THE PROPERTY TO WASHINGTON REGIONAL MEDICAL CENTER

APPROVED FOR AGENDA:



City Attorney Kit Williams

April 6, 2017
Date



Mayor Lioneld Jordan

4/6/17
Date



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Paul Becker, Chief Financial Officer

FROM: Kit Williams, City Attorney

DATE: April 6, 2017

RE: Library's Purchase of City Hospital Land from Washington Regional Medical Center

Release of City's Preemptive Right to Purchase

Vince Chaddick, Fayetteville Public Library's attorney, has asked that the City formally waive or release our "Reservation of Preemptive Right to Purchase City (Hospital) Property," retained our Real Estate Conveyance Agreement approved by Resolution No. 178-11 of October 4, 2011. I have attached this Resolution and Agreement for your convenience.

This right at first refusal in this agreement expires automatically after sixty (60) days notice of the Library's offer to purchase the City Hospital land unless the City would meet such offer of purchase. In order to expedite the sale and transfer of the property to the Fayetteville Public Library, the Library has requested that the City formally waive or release its right to make such an offer to purchase as a right of first refusal. Accordingly, I have drafted a Resolution waiving and releasing the City's right of first referral so that the Fayetteville Public Library may purchase the property without any 60 day waiting period. This Resolution also waives and releases the same right of first refusal which was incorporated in the City's Quitclaim Deed to Washington Regional Medical Center (attached) which was approved by Resolution 67-11 of April 19, 2011 (attached).

I am still amazed that it took six years, four Court decision by 14 Judges and Justices (who all determined that the City acted properly and legally when we conveyed the former City Hospital property to Washington Regional Medical Center) to reach the point that Washington Regional can finally sell this property to the Fayetteville Public Library for it expansion.

On the bright side, I was able to research all the issues, prepare the Resolutions and agreement, draft all the pleadings, write all the motions and briefs to the Washington County Circuit Court, the Arkansas Court of Appeals and the Arkansas Supreme Court without employing any outside counsel nor incurring additional expense for the City of Fayetteville except for Appellee Brief printing and delivery costs. This is a far cry from the over a million dollars Fayetteville taxpayers had to pay to outside, private attorneys who unsuccessfully defended the City in the incinerator case in the early 1990's. Of course, the City then had to pay the attorneys who sued us and won 2.7 Million Dollars for their attorney fees.

RESOLUTION NO. 178-11

**A RESOLUTION TO APPROVE THE REAL ESTATE CONVEYANCE
AGREEMENT WITH WASHINGTON REGIONAL MEDICAL CENTER**

WHEREAS, on April 19, 2011, the Fayetteville City Council passed Resolution No. 67-11 which approved and authorized Mayor Jordan to sign a Quit Claim Deed conveying to Washington Regional Medical Center for the property donated to the City of Fayetteville by the Stones in 1906 and 1909 to be held by the City in trust until the location of the city hospital is changed and then "the entire proceeds of the above described premises shall constitute a trust fund to be devoted exclusively to the establishment and maintenance of" the newly designated successor hospital; and

WHEREAS, the City Council pursuant to Section 3 of Resolution No. 67-11 later appointed successor trustees or board members to the Stone City Hospital Board of Trustees, also known as the Fayetteville City Hospital Board of Directors; and

WHEREAS, the City Hospital Board of Trustees then met and designated Washington Regional Medical Center as the successor to the City Hospital thereby entitling WRMC to the land or proceeds of the City Hospital property; and

WHEREAS, Washington Regional Medical Center has prepared its Warranty Deed to the City of Fayetteville for the property needed for the roundabout and approved the City of Fayetteville's Quit Claim Deed conveying its interest in the City Hospital property to Washington Regional Medical Center as the successor city hospital.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves and authorizes Mayor Jordan to sign the attached Real Estate Conveyance Agreement to fulfill the City Council's commitment to convey the City Hospital property to Washington Regional Medical Center (WRMC) after the City Hospital Board had properly designated WRMC as the successor city hospital and to accept from WRMC by warranty deed the acreage needed to construct the roundabout near the hospital.

PASSED and APPROVED this 4th day of October, 2011.

APPROVED:

ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



REAL ESTATE CONVEYANCE AGREEMENT

THIS REAL ESTATE CONVEYANCE AGREEMENT (the "Agreement") is made and entered into as of this 4th day of October, 2011 (the "Effective Date"), by and between the **CITY OF FAYETTEVILLE, ARKANSAS, a municipal corporation** (the "City"), and **WASHINGTON REGIONAL MEDICAL CENTER, an Arkansas nonprofit corporation** ("WRMC").

WHEREAS, the City is the legal owner in trust of Block 37 as designated on the plat of the original town of Fayetteville, Arkansas, which real property is physically located at 221 S. School Avenue, in the City of Fayetteville, Arkansas, the legal description for which is set forth on Exhibit A (the "City Property");

WHEREAS, the City Property has long been utilized to operate a nursing and skilled nursing facility known as Fayetteville City Hospital (the "Facility"), the City Property and Facility having been leased to Washington Regional Medicorp., an Arkansas nonprofit corporation and affiliate of WRMC, pursuant to the terms of a certain Assignment and Lease Agreement dated July 26, 1991 and made between the City, Washington Regional Medicorp, and Fayetteville City Hospital Board (the "Lease Agreement");

WHEREAS, WRMC is the owner of approximately 1.10 acres of real property situated at the southwest corner of the intersection of North Hills Boulevard and Futrall Drive in the City of Fayetteville, Arkansas, the legal description for which is set forth on Exhibit B (the "WRMC Property");

WHEREAS, the City and WRMC are desirous of the City constructing a traffic roundabout at the intersection of North Hills Boulevard and Futrall Drive in furtherance of the Fayetteville Expressway Economic Development Corridor, Project No. 06035-1700 (the "Project"), and to improve the traffic flow through this intersection for WRMC patients, staff and the community. The City requires fee simple ownership of the WRMC Property to obtain the additional right-of-way necessary to proceed with construction of the Project;

WHEREAS, WRMC is desirous of obtaining fee simple ownership of the City Property so as to facilitate the replacement of the Facility by WRMC or one or more of its affiliates;

WHEREAS, the City has determined that the health and welfare of the citizens of the City of Fayetteville would be advanced through the conveyance of the City Property to WRMC and that the City has the legal authority pursuant to Ark. Code Ann. §14-54-302 and other state law to convey the City Property in consideration for the public advantage of improved hospital and related health care services for Fayetteville citizens, to secure the continuing and increased economic benefit that inures to the City of Fayetteville and its citizens by aiding WRMC, Fayetteville's second largest employer and a vitally important economic resource for the City, in modernizing and expanding health care facilities and services within the City of Fayetteville, and to fulfill the City's fiduciary duties as were imposed upon the City under the terms of the original conveyance of the City Property to the City of Fayetteville to ensure the establishment and maintenance of a city hospital within the City of Fayetteville;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Conveyance of the WRMC Property.** Subject to the terms, covenants and conditions set forth in this Agreement, WRMC hereby agrees to convey the WRMC Property to the City. The WRMC Property will be used as right-of-way for the construction of a traffic roundabout at the intersection of North Hills Boulevard and Futrall Drive.

2. **Consideration for the WRMC Property.**

(a) As consideration for the conveyance by WRMC of the WRMC Property to the City, the City agrees to construct the proposed roundabout as soon as possible to help alleviate the current traffic congestion in that intersection and to abide by all the terms, covenants and conditions set forth in this Agreement.

(b) As further consideration for the conveyance by WRMC of the WRMC Property to the City, the City will, at its sole cost and expense, plant such additional trees at such other location on WRMC's property that is contiguous to the WRMC Property identified on **Exhibit B** as may be mutually agreed upon by WRMC and the City as is necessary to replace any tree preservation area that the City determines has been lost to the WRMC property that is contiguous to the WRMC Property identified on **Exhibit B** as a result of the conveyance of the WRMC Property.

3. **Conveyance of the City Property**

Subject to the terms, covenants and conditions set forth in this Agreement, the City of Fayetteville agrees to convey the City Property to WRMC by quitclaim deed. The City Property will be utilized by WRMC exclusively in connection with the establishment and maintenance of hospital and related health care facilities and services within the City of Fayetteville.

4. **Consideration for the City Property.**

(a) Consideration for the conveyance of the City Property to WRMC shall include, but is not limited to, the public advantage to the citizens and City of Fayetteville of continuing and improved hospital and related health care facilities and services for Fayetteville citizens, the continuing and increasing economic benefit that inures to the City of Fayetteville and its citizens from assisting and supporting WRMC (which is the City's second largest employer and an extremely important and valuable economic resources for Fayetteville) in modernizing and expanding health care facilities and services within the City of Fayetteville, and the fulfillment of the City of Fayetteville's fiduciary duties as were imposed upon the City under the terms of the original conveyance of the City Property to the City of Fayetteville to ensure the establishment and maintenance of a city hospital within the City of Fayetteville.

(b) As further consideration for this conveyance, WRMC agrees and pledges that any proceeds realized from any future sale of the City Property by WRMC, shall be utilized by WRMC in the establishment and maintenance of hospital and related healthcare facilities and services within the City of Fayetteville or for any other purpose incidental or related to the provision of hospital or related healthcare services to the citizens of Fayetteville.

5. Title to the Real Properties.

(a) Title to the WRMC Property. At the Closing, WRMC shall convey to the City fee simple title to the WRMC Property by means of a corporate warranty deed to be executed by WRMC in substantially the form attached hereto as Exhibit C.

(b) Title to the City Property. At the Closing, the City shall convey to WRMC fee simple title to the City Property by means of a quitclaim deed to be executed by the City in substantially the form attached hereto as Exhibit D.

(c) Reservation of Preemptive Right to Purchase City Property. The quitclaim deed delivered by the City to WRMC and attached hereto as Exhibit D shall contain language reserving to the City a preemptive right to purchase the City Property in the event WRMC shall elect to sell all or any portion of the City Property to a third party, upon the occurrence of which condition the City shall have a right of first refusal to meet any such bona fide offer to purchase on the same terms and conditions as are set forth in such third party's bona fide offer to purchase. Upon the City's failure to tender to WRMC a written bona fide offer to meet such third party's bona fide offer of purchase within sixty (60) days after written notice thereof to the City from WRMC, WRMC shall be free to sell or convey the City Property or any portion thereof to such third party only in accordance with the terms and conditions of the third party's bona fide offer of sale as presented to the City.

(d) Resolutions of the City and FCH Regarding the City Property. At Closing, the City shall deliver to WRMC a certified copy of the Resolution of the Fayetteville City Council authorizing the execution of this Agreement and the conveyance of the City Property to WRMC in the form attached hereto as Exhibit E.

6. Closing.

(a) Closing Date. Provided that this Agreement has not been terminated, the closing shall take place on a mutually acceptable date or before the ____ day of October, 2011 (the "Closing").

(b) Deliverables at the Closing From WRMC. At the Closing, WRMC shall deliver the following:

(i) Corporate Warranty Deed. WRMC shall deliver to the City a fully executed Corporate Warranty Deed in the form set forth on Exhibit C with respect to the WRMC Property.

(c) **Deliverables at the Closing From the City.** At the Closing, the City shall deliver the following:

(i) **Quitclaim Deed.** The City shall deliver to WRMC a fully executed Quitclaim Deed in the form set forth on **Exhibit D** with respect to the City Property.

(ii) **Certified Resolution.** The City shall deliver to WRMC a certified original of the Resolution duly passed and approved by the Fayetteville City Council in the form attached hereto as **Exhibit E**.

7. **Representations and Warranties of WRMC.**

(a) **Organization.** WRMC is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) **Authorization.** The execution, delivery and performance of this Agreement by WRMC and the consummation by WRMC of the transactions contemplated hereby have been duly authorized by all necessary action on the part of WRMC.

(c) **Validity.** This Agreement has been duly executed and delivered by WRMC and constitutes the legal, valid and binding obligation of WRMC, enforceable against WRMC in accordance with its terms.

(d) **No Consents.** No consent or approval of, or declaration, filing or registration with any governmental agency or other third party is, to WRMC's knowledge, required or otherwise necessary in connection with the execution, delivery or performance of this agreement by WRMC or with respect to the consummation by WRMC of the transactions contemplated hereby.

8. **Representations and Warranties of the City.**

(a) **Organization.** The City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) **Authorization.** The execution, delivery and performance of this Agreement by the City and the consummation by the City of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the City.

(c) **Validity.** This Agreement has been duly executed and delivered by the City and constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

9. **Miscellaneous.**

(a) **Assignment.** No party may assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other parties hereto.

(b) **Further Assurances.** The parties agree that from time to time hereafter, upon request, each of them will promptly execute, acknowledge, and deliver such further documents and instruments, and take such further action, as may be reasonably necessary to carry out the intent of this Agreement.

(c) **Modification.** No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the party to be bound thereby.

(d) **Binding Effect and Benefit.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective successors and permitted assigns. Otherwise, nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any rights as a third party beneficiary.

(e) **Headings and Captions.** Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this agreement.

(f) **Notice.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and either (i) delivered in person (ii) sent by Express Mail or other overnight delivery service providing receipt of delivery (iii) mailed by Certified or Registered Mail, postage prepaid return receipt requested or (iv) sent by telecopy or other facsimile transmission as follows:

If to the City, addressed or delivered in person to:

The City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701
Attn: Mayor

With a copy to:

The City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701
Attn: City Attorney

If to WRMC, addressed or delivered in person to:

Washington Regional Medical Center

Attn: President & Chief Executive Officer
3215 N. North Hills Boulevard
Fayetteville, Arkansas 72703

With copy to:

Washington Regional Medical Center
Attn: General Counsel
P.O. Box 9687
Fayetteville, AR 72703-0030

or to such other address or number as a party may designate by written notice delivered in accordance with this Section.

Any such notice or communication, if properly given or made in accordance with the terms hereof, shall be deemed to have been made when actually received, but not later than three (3) business days after the same was properly posted or given to such express delivery service, and if made properly by telecopy or other facsimile transmission, such notice or communication shall be deemed to have been made at the time of dispatch.

(g) **Severability.** If any portion of this Agreement is held invalid, illegal, or unenforceable, such determination shall not impair the enforceability of the remaining terms or provisions hereof.

(h) **Waiver.** No waiver of a breach or violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available. Any waiver must be in writing.

(i) **Entire Agreement.** This document (including its Exhibits) constitutes the entire agreement of the parties, with respect to the subject matter contained herein, and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein. There are no representations or warranties between the parties with respect to this transaction other than those expressly set forth herein (and in the Exhibits).

(j) **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Arkansas.

(k) **Incorporation by Reference.** All exhibits referred to in this Agreement shall be incorporated herein by any reference thereto as if fully set out.


(l) **Multiple Counterparts; Facsimile or Electronic Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute the same document. To facilitate the execution of this

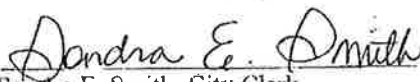
Agreement, the parties agree that the facsimile, email, electronic or PDF signature of a party shall be sufficient to bind that party to this Agreement.

(m) Time of the Essence. Time is of the essence of each provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.


CITY OF FAYETTEVILLE, ARKANSAS


By: 
Lioneld Jordan, Mayor

Attest: 
Sondra E. Smith, City Clerk



WASHINGTON REGIONAL MEDICAL CENTER

By: 
William L. Bradley,
President & Chief Executive Officer

Witness: 
Signature
Nancy J. Mitchell
Printed name and title

RESOLUTION NO. 67-11

A RESOLUTION TO DESIGNATE THE LOCATION OF WASHINGTON REGIONAL MEDICAL CENTER AS THE NEW LOCATION OF AND THE SUCCESSOR HOSPITAL OF THE CITY HOSPITAL, TO APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A QUIT CLAIM DEED TO CONVEY THE CURRENT SITE OF THE CITY HOSPITAL TO WASHINGTON REGIONAL MEDICAL CENTER, ALL CONTINGENT UPON THE CONCURRENT ACTION OF THE BOARD OF TRUSTEES OF THE CITY HOSPITAL TO DESIGNATE WASHINGTON REGIONAL MEDICAL CENTER AS THE SUCCESSOR CITY HOSPITAL AND THE DONATION OF APPROXIMATELY 1.1 ACRES BY WASHINGTON REGIONAL MEDICAL CENTER FOR CONSTRUCTION OF THE ROUNDABOUT AT NORTH HILLS BOULEVARD AND FUTRALL DRIVE.

WHEREAS, Mr. S.K. Stone and Mrs. Amanda M. Stone very generously deeded to Fayetteville a city block of land "to be by the said city, held in trust and maintained as a city hospital," in deeds of 1906 and 1909; and

WHEREAS, the citizens of Fayetteville taxed themselves to construct the City Hospital soon after the property was conveyed to Fayetteville in trust and this hospital has served our citizens well for over a century; and

WHEREAS, Washington Regional Medical Center was established in Fayetteville and has served Fayetteville citizens well as our primary, full service hospital for many decades, first at College and North and now at its current location on North Hills Boulevard; and

WHEREAS, because of the age and condition of the facilities on the land donated in trust by the Stones to the City, it is appropriate to designate Washington Regional Medical Center at North Hills Boulevard as successor City Hospital which is entitled to the current City Hospital's premises in trust "to be devoted exclusively to the establishment and maintenance of" the successor City Hospital (WRMC).

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby designates Washington Regional Medical Center as the successor to the Stone City Hospital at its location on North Hills Boulevard in Fayetteville.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves and authorizes Mayor Jordan to execute a Quit Claim Deed to Washington Regional Medical Center of the property donated to the City of Fayetteville by the Stones in 1906 and 1909 to be held by the City in trust until the location of the city hospital is changed and then "the entire

proceeds of the above described premises shall constitute a trust fund to be devoted exclusively to the establishment and maintenance of" the newly designated successor city hospital.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to rapidly appoint sufficient successor trustees to the board of trustees named in Stones' 1906 deed to establish at least a quorum so that the Board of Trustees can determine whether to designate Washington Regional Medical Center as the successor to the Stone City Hospital at Washington Regional's address on North Hills Boulevard in Fayetteville.

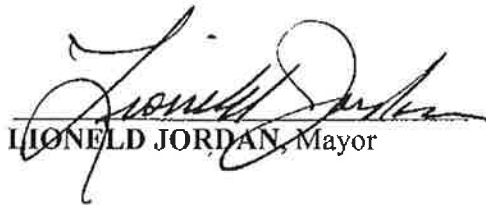
Section 4: That the City Council of the City of Fayetteville, Arkansas hereby gratefully agrees to accept Washington Regional Medical Center's generous donation of approximately 1.1 acres of land needed for the Roundabout at the North Hills Boulevard and Futrall Drive intersection to alleviate congestion and provide better traffic flow for Washington Regional Medical Center's staff and patients and for other Fayetteville citizens.

PASSED and **APPROVED** this 19th day of April, 2011.

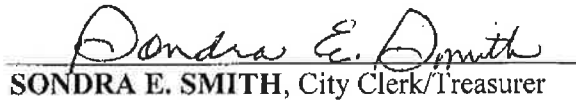
APPROVED:

ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



Parcel No. _____

QUITCLAIM DEED

Doc ID: 014250530001 Type: REL
Kind: QUITCLAIM DEED
Recorded: 10/13/2011 at 11:48:44 AM
Fee Amt: \$15.00 Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk
File # 2011-00028645

BE IT KNOWN BY THESE PRESENTS:

THAT WE, the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTOR, for and in conformance with its duties pursuant to the deeds from S.K. Stone and Amanda M. Stone to the City of Fayetteville conveying their property, for the public advantage to the citizens and City of Fayetteville of continuing and improved hospital and related care for Fayetteville Citizens and economic benefit inuring to our citizens and city, and for other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and quitclaim unto Washington Regional Medical Center, an Arkansas nonprofit corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, all of our right, title and interest, in and to the following described land situated in the County of Washington, State of Arkansas, to-wit:

Block Thirty-seven (37) on the original plat of the town (now City) of Fayetteville, Arkansas, as per plat on the file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, LESS AND EXCEPT easements of record and street right-of-way.

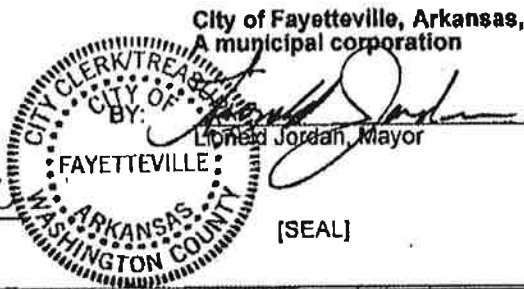
TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said grantee and grantee's successors and assigns, forever.

The City of Fayetteville shall have the right of first refusal to purchase the real estate hereby conveyed. Should the Washington Regional Medical Center elect to sell all or any portion of said real estate to a third party, the City of Fayetteville shall have the right of first refusal to meet any such bona fide offer to purchase on the same terms and conditions as are set forth in such third party's bona fide offer to purchase. Upon the Grantor's failure to meet such bona fide offer of purchase within thirty (30) days after written notice thereof to Grantor from Grantee, Washington Regional Medical Center shall be free to sell or convey the said real estate or any portion thereof to such third party only in accordance with the terms and conditions of the third party's bona fide offer of sale as presented to the Grantor.

IN TESTIMONY WHEREOF, the name of the Grantor is hereto affixed by its Mayor and its seal affixed by its City Clerk this 6th day of October, 2011.

ATTEST:

Sondra E. Smith
Sondra Smith, City Clerk



ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF WASHINGTON)

ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Lionel Jordan and Sondra Smith, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the Mayor and City Clerk, respectively, of City of Fayetteville, Arkansas, a municipal corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 6th day of October, 2011.

MY COMMISSION EXPIRES:

2-1-2016

Lisa Dawn Branson
Notary Public

