

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (this “Contract”) is made and executed as of the ___ day of _____, 2023, by and between **REINDL PROPERTIES, INC.** (“Buyer”) and **CITY OF FAYETTEVILLE, ARKANSAS** (“Seller”) as follows:

1. THE PROPERTY

For the price and upon and subject to the terms, conditions and provisions set forth in this Contract, Seller shall sell and convey to Buyer and Buyer shall purchase from Seller that certain real estate owned by Seller located adjacent to West Avenue and Spring Street in Fayetteville, Washington County, Arkansas, (the “Property”), in the approximate location as depicted on Exhibit 1 attached hereto, the exact legal description to be determined by survey, together with all Seller’s rights, title and interest in all public and private streets, roads, avenues, alleys and passageways, and all and singular the estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the Property.

2. PURCHASE PRICE

Purchase Price. The purchase price for the Property (“Purchase Price”) shall be One Million Two Hundred Forty-seven Thousand Four Hundred Fifty-five Dollars (\$1,247,455.00,) to be paid in cash at Closing.

3. DEED

On the Closing Date, Seller shall execute a deed to sell and convey to Buyer good and marketable title to the Property by special warranty deed in the form reasonably prescribed by Buyer (the “Deed”), subject to no liens, claims, or encumbrances (“Encumbrances”), except (a) a restriction concerning Prohibited Uses as defined in Paragraph 31; and (b) liens for ad valorem taxes that are not yet due and payable and (c) those title and survey exceptions either waived or approved in writing by Buyer after Buyer’s review of the Commitment, Survey (as those terms are hereinafter defined), and legible copies of all title exception documents identified on the Commitment and Survey (the “Permitted Exceptions”). Title to the Real Property as aforesaid shall be insured by the Title Company as provided in Section 5.

4. SURVEY

Buyer will order an ALTA survey (the “Survey”) within five (5) days of the execution of this Contract. Buyer and Seller will each pay one half of the cost of the Survey. The Survey will include the location and boundaries of the Property and the Public Easement (defined and described in paragraph 30). The Survey and the boundary lines of the areas surveyed therein shall be subject to the mutual agreement of Buyer and Seller.

5. TITLE INSURANCE

Commitment and Title Policy. Within ten (10) business days after the date of this Contract, Seller will order a preliminary title insurance commitment (the “Commitment”) from Bronson Abstract Company, Fayetteville, Arkansas (the “Title Company”) pursuant to which

the Title Company shall agree to issue to Buyer, an ATLA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, insuring marketable fee simple title to the Real Property in Buyer upon recording of the Deed.

Seller's Title Documents. Seller shall, at Seller's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by the Seller, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Seller's Title Documents**").

Buyer's Title Documents. Buyer shall, at Buyer's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by Buyer, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Buyer's Title Documents**").

6. TITLE AND SURVEY DEFECTS

Buyer shall have ten (10) days from the receipt of the Title Commitment and copies of documents constituting exceptions to title and the Survey to examine the same and to specify to Seller in writing any matters which Buyer finds objectionable (the "**Encumbrances**").

Seller shall have thirty (30) days to cure or remove all Encumbrances at its cost and expense. If Seller fails to cause all the Encumbrances to be removed within such 30-day period or if Seller notifies Buyer of its decision not to cure or remove some or all of the Encumbrances, Buyer's remedy shall be to:

- (i) Terminate this Agreement by giving Seller written notice thereof;
- (ii) Agree to extend additional time to Seller to cure or remove all Encumbrances; or
- (iii) Elect to purchase the Property subject to the Encumbrances and the Encumbrances not so removed or cured shall be deemed Permitted Exceptions and the Purchase Price shall not be reduced by any amount.

7. INVESTIGATION BY BUYER

Buyer has the right to conduct such due diligence as Buyer deems necessary in Buyer's sole discretion from the date of the execution of this agreement and continuing through five (5) business days prior to Closing; provided, however, Buyer may not conduct any intrusive testing in the subsurface soil or take any bore samples without the prior, written consent of the Seller. If Buyer, in its sole discretion is not satisfied with the results of its due diligence, Buyer may terminate this Contract at any time prior to Closing by providing written notice to Seller, whereupon this Contract shall be terminated and neither party shall have any further obligation to the other party.

8. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer the following through the date hereof and as of the Closing Date to the best of Seller's knowledge:

- 8.1 Except as disclosed to Buyer in writing there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.
- 8.2 Seller represents and warrants that at the time of acceptance hereof and at Closing, Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.
- 8.3 There are no actions, suits, lawsuits, proceedings, or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use, or operation of any part of the Property pending in or before any court, agency, commission, or board.
- 8.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Seller.
- 8.5 Seller has not received notice from any governmental authority, stating that the Property is currently in violation of any zoning, environmental, or other land use regulations or in violation of any required licenses, registrations, certificates, permits, approvals, or other governmental authorizations relating to the use and operation of the Property. If Seller receives such a notice prior to Closing, Seller shall promptly notify Buyer of such a notice and deliver a copy thereof to Buyer.
- 8.6 Seller has not received any notice relating to its period of ownership of the Property that the Property is in violation of any applicable governmental law, regulation, or requirement relating to environmental or occupational health and safety matters or Hazardous Substances ("Environmental Laws"). As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials, and wastes which are regulated as hazardous or toxic under applicable local, state, or federal law or which are classified as hazardous or toxic under applicable Environmental Laws.
- 8.7 Seller has not stored, processed, or disposed of hazardous or toxic substances on the Property.
- 8.8 No underground storage tanks are located on the Property.

For the purposes hereof, the term "Seller's Knowledge" means the actual knowledge of _____, without any duty of inquiry or investigation.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT DELIVERED BY SELLER, (A) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER IN CONNECTION WITH THE PROPERTY OR THIS TRANSACTION, (B) SELLER WILL SELL AND CONVEY TO BUYER, AND BUYER WILL ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" ON THE CLOSING DATE, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR

REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY, AND (C) SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

9. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller the following through the date hereof and as of the Closing Date to the best of Buyer's knowledge:

- 9.1 Buyer represents and warrants that at the time of acceptance hereof and at Closing, Buyer is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.
- 9.2 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Buyer.
- 9.3 Buyer has full authority to enter into this Contract and fulfill all its obligations pursuant therewith.

"Buyer's Knowledge" means the actual knowledge of Brian Reindl.

10. TAXES AND ASSESSMENTS

No tax prorations will occur because Seller is not subject to real estate taxes. Buyer is responsible for paying all real property taxes and assessments due and payable after the date of Closing.

11. CLOSING COSTS AND ADJUSTMENTS

Seller's Costs. Seller shall pay the cost of (1) one-half of the documentary stamps; (2) the cost of the owner's portion of the title insurance policy; (3) one-half the Title Company's closing fee and document preparation fee; (4) the Title Company's title search fee; (5) all certificates, instruments and documents which Seller is required to deliver or cause to be delivered; (6) one-half of the Survey; (8) one-half of the cost of appraisals required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract; and (7) its legal fees and expenses.

Buyer's Costs. Buyer shall pay the cost of (1) one-half of the documentary stamps; (2) one-half the Title Company's closing fee and document preparation fees; (3) the cost of any loan policy of title insurance including all endorsements required by Buyer's lender; (4) all certificates, instruments and documents which Buyer is required to deliver or cause to be delivered; (5) Buyer's legal fees and expenses; (6) one half of the Survey; and (7) one-half of the cost of any third appraisal required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract.

12. CONDEMNATION AND CASUALTY

If, prior to the Closing Date, all or any part of the Property shall be condemned by governmental or other lawful authority such that the remaining property is insufficient for Buyer to construct the Mixed Use Building (as defined below), Buyer shall have the option, exercised by delivery to Seller of written notice of such election on or before the fifteenth (15th) business day following the date on which Buyer receives from Seller written notice of such condemnation of either (a) completing this transaction, in which event (i) there shall be no reduction of the Purchase Price, (ii) Seller shall have no duty to repair or restore, (iii) Seller shall pay to Buyer all condemnation proceeds received by Seller with respect to such condemnation, and (iv) Seller shall assign to Buyer all rights of Seller in and to such condemnation proceeds, or (b) terminating this Contract.

13. LEASES AND OTHER AGREEMENTS

During the period from the date of this Contract to and including the Closing Date, Seller shall not, without the prior written consent of Buyer enter into a lease of the Property that has a term extending beyond the Closing Date.

14. CLOSING

Closing Date. Provided all conditions to closing set forth in this Contract have been satisfied or waived by Buyer and Seller, and this Contract has not been terminated in accordance with the provisions herein set forth, the transaction contemplated herein shall close within thirty (30) days of the satisfaction or fulfillment of all conditions of closing, or such other date as is mutually agreeable to Seller and Buyer, PROVIDED, however, that if Closing does not occur on or before _____, Seller may, in its sole discretion, terminate this Contract and neither party shall have any further obligations to the other party. Such date for the closing of title is herein called the “**Closing Date**” or such occurrence is called the “**Closing**” or “**closing**”.

Seller’s Deliverables. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following: (a) Special Warranty Deed; and (b) Seller’s Closing Statement and such other documents as Title Company may require at Closing and which are approved by the Seller.

Buyer’s Deliverables. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Title Company the following: (a) by federal wire transfer of funds to the Title Company’s escrow account an amount equal to (i) the balance of the Purchase Price due at closing, adjusted as herein provided, plus (ii) the aggregate amount of closing costs for which Buyer is responsible as provided herein, all as shown on Buyer’s closing statement; (b) and Buyer’s Closing Statement and such other documents as Title Company may require at Closing.

15. POSSESSION

Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

16. BROKERAGE

Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

17. SURVIVAL

Except as otherwise set forth herein, all warranties, representations, covenants, obligations, and agreements contained in this Contract shall survive the closing hereunder and the transfer and conveyance of the Property and any and all performances hereunder for a period of six (6) months.

18. TIME

Time is of the essence of this Contract.

19. NO WAIVER

Except as herein expressly provided, no waiver by a party of any breach of this Contract or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by the other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Contract or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Contract or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

20. INSTRUMENTS IN WRITING

No agreement, consent, approval, notice, amendment, modification, understanding, or waiver of or with respect to this Contract or any agreement, instrument, or document entered into pursuant to or with respect to this Contract, or any term, provision, covenant, or condition hereof or thereof, nor any approval or consent given under or with respect to any of the foregoing, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

21. NOTICES

Any and all notices, requests, demands, or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by facsimile delivery (with confirmation by hard copy), by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the

sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

If to Buyer: Reindl Properties, LLC
Attn: Brian Reindl
509 W Spring St, Ste 310
Fayetteville, AR 72701

With copy to:
Reed Law Firm
3301 S Market St, Ste 211
Rogers, AR 72758

If to Seller:
City of Fayetteville
Attn: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701
Mayor@fayetteville-ar.gov

With a copy to: Vicki Bronson
Conner & Winters, LLP
4375 N. Vantage Dr., Suite 405
Fayetteville, AR 72703
vbronson@cwlaw.com

Either party may designate a different address or addresses for itself by notice similarly given. Any notice given by registered or certified mail shall be deemed to have been given on the third day after the same is deposited in the mail, and any notice not so given shall be deemed to have been given upon receipt of the same by the party to whom the same is to be given.

22. ENTIRE AGREEMENT

This Contract contains the entire agreement with respect to the transactions contemplated herein, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the same, and neither party is relying on any representation or statement not specifically contained herein.

23. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas.

24. ESTOPPEL

Each party confirms and agrees that (a) it has read and understood all of the provisions of this Contract; (b) it has negotiated with the other party at arm's length with equal bargaining power; and (c) it has been advised by competent legal counsel of its own choosing.

25. JOINT PREPARATION

This Contract is deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

26. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

27. INTENTIONALLY DELETED.

28. ATTORNEYS FEES

If either party is required to bring litigation to enforce its rights under this contract, the prevailing party shall be entitled to recover its attorney's fees and costs, including expert witness fees.

29. CONTINGENCIES

In addition to any other conditions or contingencies contained herein, the parties' obligations to close on this transaction are conditioned upon satisfaction of the following conditions on or prior to Closing:

- A. Buyer and Seller's approval of the Survey.
- B. Buyer and Seller's approval and execution of a Development Agreement concerning the Mixed-Use Building as more particularly described in Paragraph 31.
- C. Buyer and Seller's approval and Buyer's execution of the Public Easement, as more particularly described in Paragraph 30.
- D. Buyer's execution and delivery to Seller of a perpetual easement for the use of the City Restrooms and Storage Space as provided in Paragraph 31.

30. ADDITIONAL CONSIDERATION

As additional consideration for the transactions contemplated herein Buyer agrees to grant a permanent easement to Seller for pedestrian walking and biking trails ("**Public Easement**") located across real property currently owned by Buyer adjacent to the Property. The exact location of the Public Easement shall be determined by the Survey. In consideration for Buyer's conveyance of the Public Easement, Seller will pay Buyer the fair market value for the Public Easement which is estimated to be Two Hundred Fifty-nine Thousand Eighty-four Dollars (\$259,084.00), which amount may be adjusted as determined by the parties' appraisals.

31. DEVELOPMENT OF THE MIXED-USE BUILDING

A material condition of Seller's agreement to sell the Property to Buyer is for Buyer to develop and construct a Mixed-Use Building ("Building") on the Property as described in that certain Letter of Intent executed between the parties dated effective November 9, 2022. The

approval of a Development Agreement by Buyer and Seller concerning the design, construction, and use of the Building and allocation of any shared costs associated with the construction of the City Restrooms and Storage Space is an express condition to the Buyer and Seller's obligations under this Contract. The Development Agreement shall incorporate, at a minimum, the following terms:

A. Buyer will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces, and must contain a minimum of one restaurant, café, or coffee shop at ground level. The Building may include additional uses as necessary to meet the financial goals of the project if approved by Seller. The following Use Units *may* be allowed, subject to the Seller's prior approval in conjunction with the Seller's typical processes and procedures for considering and approving zoning, development, licenses, and permits, including conditional use restrictions:

Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

Provided, however, that nothing contained in this Contract is intended to be nor may be construed to be a promise or agreement that Seller will approve any of the specific uses described above. The uses permitted are subject to Seller's prior approval according to Seller's typical processes and procedures for considering and determining permitted uses. In addition, certain uses which may be allowed under the zoning categories described above require a conditional use permit, including, but not limited to Unit 35: Outdoor Music Establishments. Because of the proximity to the Civic Space (Seller's property adjacent to the Property a/k/a the Ramble) as well as the Walton Arts Center and other local businesses, the use of amplified music on the Property requires specific approval by Seller in advance and is subject to all reasonable conditions which Seller requires, including, but not limited to prohibiting the use of amplified music after 10:00 p.m. Nothing in this Contract is intended to be nor may be construed to be a waiver or release of any of Seller's requirements or conditions for receiving a conditional use permit for any use that may be allowed under the zoning categories stated above.

Further provided, none of the following uses will be permitted on the Property (the "**Prohibited Uses**") at any time: crematorium; mausoleum; funeral home; furniture repair and refinishing; taxidermist; vape shops; body piercing/tattoo; gunsmith; animal hospital; animal day care; day care; bail bonding agencies; hospital; vehicle sales; convalescent home; boarding/rooming housing (other than is typically associated with hotel use); dormitory; fraternity/sorority housing; and slot car track. Any deed from the Seller conveying the Property to Buyer will contain a restriction against the Prohibited Uses and the restriction will be a restriction that runs with the Property for a minimum of 75 years.

B. As befits its prominent location, the Building will be a substantial and attractive building. The Building's design, plans and specifications, including, but not limited to exterior finishes, and site development are subject to Seller's development review process, ordinances,

and rules and must be approved by Fayetteville City Council. Nothing in this Contract is intended to or may be construed as a waiver of any of Seller's ordinances, rules, or regulations.

C. The Building will have three primary facades; one facing the Civic Space to the north, one facing the vacated Spring Street right-of-way to the south, and the third facing West Avenue to the east. All primary facades will be attractive, well-proportioned, and constructed of high-quality materials in accordance with the plans and specifications.

D. The Building shall be designed and built in substantial compliance with the drawings, depictions, and concepts on the attached Exhibit 2 which depict the minimum standards for materials, design, and architectural features. Any significant deviation from exterior design reflected on Exhibit 2 may not be approved by Fayetteville City Council.

E. The design and construction of the Building shall comply with all local, state, and federal building codes, rules, regulations, and laws, including those of Seller.

F. Buyer must present its application for Planned Zoning District (PZD) Review approval, along with all required documents no later than July 1, 2024. The Building and associated improvements are subject to approval pursuant to City of Fayetteville Development Review codes, processes, and procedures, including review by Planning Staff, Planning Commission, and City Council. Documents shall include all building facades, floor plans of all levels, infrastructure improvements, multi-use trail details, and all other requirements of City of Fayetteville codes.

G. Notwithstanding anything contained herein to the contrary, if Buyer does not secure a Building Permit for the Building within twelve (12) months of substantial completion of Seller's Civic Space, then this Contract and all agreements pertaining to this Contract shall be null and void and neither party shall have any obligations to the other party.

H. If Buyer fails to either (a) commence construction of the Building within sixty (60) days of Seller issuing a Building Permit or (b) complete construction of the Building within twenty-four (24) months of issuance of the Building Permit, then Seller at its sole discretion shall have the absolute and unconditional right to buy the Property back from Buyer, and any improvements made as of that date. If Seller elects to exercise its rights under this paragraph, the purchase price Seller will pay Buyer will be the original Purchase Price Buyer paid Seller for the Property, plus the fair market value of the completed improvements on the Property as determined by a third-party real estate appraiser, less all amounts paid by Seller for construction or construction estimates for the City Restrooms and Storage Space. The provisions for selection of appraisers contained in Paragraph 30 also apply to this Paragraph.

I. The Building must be designed and constructed to provide a ground floor that is open and inviting to the public on the north side to accentuate and facilitate the use of the Civic Space. The hotel lobby shall be located on the ground floor and shall be open and inviting. Additionally, a bar, restaurant or café and retail uses will be provided on the ground floor.

J. Buyer agrees to make a good faith effort to purchase building supplies and materials locally to support sales tax revenue for Seller.

K. Buyer must provide all parking required by Seller's parking codes and requirements at Buyer's cost. Buyer must provide the amount of valet parking to Building guests that is usual and typical for the size of the Building. As a condition of this Contract and prior to Closing, Buyer must own or have a written lease for sufficient property to provide parking as required by Seller's parking requirements, including but not limited to City Code sections 172.05 and 156.03C(5). To the extent Seller has any excess parking spaces available Seller agrees to lease the excess parking spaces to Buyer at current market rates. Seller makes no representations that it has any parking spaces available to lease to Buyer.

L. All Building loading recycling, and solid waste and associated receptacles must be located on the west side of the Building. No such activities will be permitted from or facing any public street.

M. The Building design and construction will incorporate sufficient air filtering to promote indoor air quality.

N. The Building will be designed and constructed to provide an efficient and properly designed envelope that will prevent air and water infiltration and reduce thermal bridging. The Building will implement the use of smart energy-management systems to decrease energy use in the Building, including but not limited to the installation of smart systems to avoid heating and cooling vacant rooms.

O. Buyer and Seller will coordinate design consultants on designing bicycle, pedestrian, automotive, and landscape infrastructure on all sides of the Building. The amount of the costs of those improvements and an agreement as to which costs will be paid by Seller and which will be paid by Buyer are a condition of this Contract and a condition of Closing. Once the costs for these improvements are established, Buyer and Seller agree to pay their pro-rata share of such costs.

P. Seller agrees to pay one half of the cost of extending water and sanitary sewer to the Building's site to provide water and sewer to the City Restrooms. Once the costs for these improvements are established, Seller agrees to pay that amount to Buyer. The amount of such costs must be reasonable and must be approved by Seller in advance in writing.

Q. Seller will assist Buyer in coordinating burial of existing power lines to the extent necessary; however, Seller has no obligation to incur any costs associated with burying overhead power lines.

R. Buyer is responsible for providing all water, sewer, electrical, cable, telephone, gas, or other utilities to the Building. Seller has no obligation to incur any costs associated with Buyer's installation of utilities except for the costs associated with extending water and sewer to the Building site, if any, for the City Restrooms as described above. If it is necessary for Seller to grant utility easements across its property to provide utilities to the Property, Seller agrees to grant a utility easement, provided however, that the location of the easement and any utility lines and equipment are subject to Seller's prior approval.

S. The Building shall contain public restrooms at street level, accessible from the Frisco Trail to serve trail and other public space users (the "City Restrooms"). The Building shall also contain a storage space for storing equipment associated with the planned performance area of the Civic Space and such other items which City desires ("Storage Space"). In addition:

i. All City Restrooms must comply with the Americans with Disabilities Act.

ii. Buyer shall be responsible for constructing the City Restrooms and Storage Space to a “white box” finish, subject to Seller’s approval of the design. The City Restrooms and Storage Space contain a minimum of 1,600 square feet. The Storage Space shall be located on the west side of the Building for convenient access to the City Space. The approximate location of the City Restrooms and Storage Space are shown on Exhibit 3, attached.

iii. The costs of construction of the City Restrooms as a white box finish and the Storage Space, including the pro-rata share of the cost of foundations, structure, roof, and exterior walls as well as the electrical rough in, plumbing, and HVAC equipment and services, and other elements desired by the Seller prior to commencement of construction of the Building. Buyer is responsible for completing and delivering the City Restrooms in a white box finish and Seller is responsible for contracting for and paying the costs to finish out the interior of the City Restrooms as it deems appropriate with a contractor of its choice.

iv. The Seller shall have exclusive use, control, possession, and right to the City Restrooms and Storage Space pursuant to a perpetual exclusive easement to be granted by Buyer, the form of which must be agreed to by the parties and executed prior to or at Closing.

v. In addition to the City Restrooms, the Building must contain separate public restrooms at ground level for the use of the Building’s patrons as required by all Seller, state, and federal ordinances, rules, and regulations.

T. The Building shall contain a street level “back of house” space to be used by event organizers in the approximate location as shown on Exhibit 3.

U. Buyer, at its expense, will implement, install, and maintain landscaping on the Property as required by Seller pursuant to plans developed by Seller’s landscape design architects.

V. Seller shall maintain exclusive control of all of Seller’s property and exterior spaces adjacent to the Building and Property. Should Buyer desire to use any Seller property, the use must be coordinated with Seller and anchor institutions adjacent to the area, (e.g., Walton Arts Center, TheatreSquared, etc.) and any other group selected by the Seller to represent its interests in creating a lively and attractive park and Civic Plaza. Buyer must apply for use of Seller’s property in the same manner as any other member of the public.

W. The Building shall provide a location for the display of local art, to be coordinated between Buyer and local arts organizations, schools, or the Seller.

X. All other terms and conditions as the parties may agree.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

BUYER:

REINDL PROPERTIES, INC.

By: *Brian Reindl*

Brian Reindl

Date: 10/12/2023

SELLER:

CITY OF FAYETTEVILLE, ARKANSAS

By:

Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____
Kara Paxton, City Clerk-Treasurer

EXHIBIT 1

Drawing of appropriate location of the Property

EXHIBIT 2

Conceptual Building design and materials

EXHIBIT 3

Depiction of approximate location of City Restrooms, Storage Space,
and back of house space