

1 **RESOLUTION NO. _____**
2

3 **A RESOLUTION TO TRANSFER TITLE OF THE PROPERTIES**
4 **LOCATED AT 1423 SOUTH MAPLE STREET, 1524 SOUTH MARTIN**
5 **STREET, 1617 SOUTH MARTIN STREET, 1623 SOUTH MARTIN**
6 **STREET, 1515 SOUTH PINE STREET, 1105 SOUTH VALMAR STREET,**
7 **3321 WEST 16TH STREET, 3323 WEST 16TH STREET, 3401 WEST 17TH**
8 **STREET, 3403 WEST 17TH STREET, 3419 WEST 17TH STREET AND 3327**
9 **WEST 17TH STREET, FROM THE CITY OF LITTLE ROCK,**
10 **ARKANSAS, TO ROBERT ALEXANDER, D/B/A KUSTOM MADE**
11 **PROPERTIES, TO BE USED FOR NEIGHBORHOOD**
12 **REVITALIZATION PROGRAMS; AND FOR OTHER PURPOSES.**

13
14 **WHEREAS,** the Board of Directors has stated as one of its goals a desire to provide for
15 neighborhood revitalization, and has taken special efforts to accomplish this goal through its use of
16 various City and Federal Funds, and in affirmative actions such as the creation of a Land Bank
17 Commission; and,

18 **WHEREAS,** in order to accomplish this goal it is required that properties be obtained and sold by the
19 City in areas that are appropriate for revitalization; and,

20 **WHEREAS,** Robert Alexander, d/b/a Kustom Made Properties, has indicated a desire to purchase
21 from the City of Little Rock for the properties located at 1423 South Maple Street, 1524 South Martin
22 Street, 1617 South Martin Street, 1623 South Martin Street, 1515 South Pine Street, 1105 South Valmar
23 Street, 3321 West 16th Street, 3323 West 16th Street, 3401 West 17th Street, 3403 West 17th Street, 3419
24 West 17th Street, and 3327 West 17th Street; and,

25 **WHEREAS,** City Staff has acquired the properties through a donation and no significant title issues;
26 and,

27 **WHEREAS,** the City has performed an environmental assessment of the properties pursuant to 24
28 C.F.R. § 58, et seq. (2003), which revealed no environmental problems; and,

29 **WHEREAS,** in consideration for donation of the properties for the public purpose of neighborhood
30 revitalization; and,

31 **WHEREAS,** The City of Little Rock will provide Robert Alexander, d/b/a Kustom Made Properties,
32 with a Quit-Claim Deed to the properties, attached as Quit-Claim Deed and to include stipulations set
33 forth in the attached agreement, labeled Exhibit A and Offer and Acceptance, labeled Exhibit B; and,

1 **WHEREAS**, Arkansas State Law requires that the City transfer the properties by resolution adopted
2 by the Board of Directors.

3 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY**
4 **OF LITTLE ROCK, ARKANSAS:**

5 **Section 1.** The Board of Directors hereby will donate properties by Quit-Claim Deed described as
6 1423 South Maple Street, 1524 South Martin Street, 1617 South Martin Street, 1623 South Martin Street,
7 1515 South Pine Street, 1105 South Valmar Street, 3321 West 16th Street, 3323 West 16th Street, 3401
8 West 17th Street, 3403 West 17th Street, 3419 West 17th Street, and 3327 West 17th Street, to Robert
9 Alexander, d/b/a Kustom Made Properties.

10 **Section 2.** The properties will be used for a private purpose to serve the public, specifically to
11 improve city revitalization programs.

12 **Section 3. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
13 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
14 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
15 effect a if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
16 ordinance.

17 **Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same that are inconsistent with
18 the provisions of this resolution are hereby repealed to the extent of such inconsistency.

19 **ADOPTED: November 17, 2020**

20 **ATTEST:**

APPROVED:

21
22 _____
23 **Susan Langley, City Clerk**

_____ **Frank Scott, Jr., Mayor**

24 **APPROVED AS TO LEGAL FORM:**

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26 _____
27 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

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3 **Prepared By:**

4 Shawn A. Overton, Deputy City Attorney
5 City of Little Rock
6 500 West Markham Street
7 Little Rock, AR 72201

8 **Representative:**

9 Ruby E. Dean, Redevelopment Administrator – Land Bank

10
11 **QUIT-CLAIM DEED**

12 **(Donation by Government Agency)**

13
14 The City of Little Rock, Arkansas, a municipal corporation, GRANTOR, (defined as the "Grantor"),
15 for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration
16 paid by Robert Alexander, d/b/a Kustom Made Properties, Grantee, whose tax mailing address is located
17 1317 South Summit Street, Little Rock, Arkansas, does grant a Quit-Claim Deed to Grantee(s) and their
18 applicable heirs, beneficiaries, administrators, executor, successors, and assigns the following parcels of
19 real property (defined as the "Property"), so long as Grantee(s) abide by all provisions described in this
20 Quit-Claim Deed, but subject to:

21 (i) All previously recorded right(s), restriction(s), condition(s), covenant(s), reservation(s),
22 easement(s), servitude(s), and other applicable matter(s) in the Property's chain-of-title;

23 (ii) Grantor's reservation of easement rights for the benefit and necessity of any public
24 utilities located in, on, over, under, or through the Property as of the execution date of this Quit-
25 Claim Deed;

26 (iii) Grantor's reversionary rights;

27 (iv) all applicable zoning and building laws and ordinances;

28 (v) all taxes and assessments not yet due and payable;

29 (vi) all matters that would be disclosed by an accurate survey of the Property;

30 (vii) any license(s), permit(s), authorization(s), or similar item(s) related to any activity on the
31 Property;

32 (viii) Grantor's reservation and reassertion of all existing or previously recorded or platted
33 easement(s), reservation(s), condition(s), restriction(s), right-of-way(s), highway(s), or other
34 right(s) in the Property's chain-of-title for Grantor's benefit, unless otherwise specifically
35 released by Grantor in a separate instrument of record in the Property's chain-of-title;

36 (ix) all provisions described in this Quit-Claim Deed;

1 (x) all provisions described in Grantee(s) Application to Purchase Land Bank Property for
2 Renovation and New Construction or Application for Yard Expansion and Vacant Lot Purchase,
3 or both (defined, collectively, as the “Applications”); and

4 (xi) all provisions described in the Offer and Acceptance (defined as the “Agreement,” which
5 is described in, Exhibit A, and fully incorporated for reference as if rewritten).

6
7 **LEGAL DESCRIPTION**
8

9 Property is situated in the State of Arkansas, County of Pulaski, City of Little Rock, and further being
10 described hereof.

11 **Lot 5 Block 1 Thompsons S Maple Street Thompsons W 150’ of 5 1, known as 1423**
12 **South Maple street (Parcel No. 34L1510000600)**

13 **Lot 11 Block 31 Jones & Worthen, known as 1524 South Martin Street (Parcel No.**
14 **34L0920034300)**

15 **Lot 8 Block 33 Jones & WORTHEN Jones & Worthen Lt 8 & S ½ of 9 33, known as**
16 **1617 South Martin Street (Parcel No. 34L0920035800)**

17 **Lot 7 Block 33 Jones & Worthen W 17th, known as 1623 South Martin Street**
18 **(Parcel No. 34L0920035700)**

19 **Lot 4 Black 15 Worthen W B, known as 1515 South Pine Street (Parcel No.**
20 **34L1600015300)**

21 **Lot 4 Block 5 Martin TB Addition, TB Martins N42 ½ ‘ of S81 ½ ‘ Of 4 5 & 6 5,**
22 **known as 1105 South Valmar Street (Parcel No. 34L0740004400)**

23 **Lot 11 Block 33 Jones & Worthen, Jones & Worthen E 30’ of W 90’ Lot 11 & 12 &**
24 **E 20’ of W 90’ of Lot 10 and West 15” of East 50’, known as 3321 West 16th Street**
25 **(Parcel No. 34L0920036400)**

26 **Lot 10 Block 33 Jones & Worthen W 16th Street Jones & Worthen E 35’ of 10-11-**
27 **12-33, known as (3323 West 16th Street (Parcel No. 34L0920036200)**

28 **Lot 6 Block 1 South Highland, known as 3401 West 17th Street (Parcel No.**
29 **34L1520000700)**

30 **Lot 5 Block 1 South Highland W 17th Street, known as 3403 West 17th Street (Parcel**
31 **No. 34L1520000600)**

32 **Lot 2 Block 1 South Highland W 17th Street, known as 3419 West 17th Street (Parcel**
33 **No. 34L1520000300)**

34 **Lot 8 Block 1 South Highland, known as 3327 West 17th Street (Parcel No.**
35 **34L1520000900)**

1 TERMS & CONDITIONS

2
3 **1. COVENANTS RUNNING WITH THE LAND, SUCCESSORS & ASSIGNS:**

4 Grantee(s), except to the extent released by Grantor, agrees all provisions described in this Quit-
5 Claim Deed are covenants forever:

6 (i) burdening, benefitting, and running with the land of the Property; and,

7 (ii) inuring and binding to the benefit and detriment of Grantor and Grantee(s) and
8 his/her/their/its respective, applicable heirs, beneficiaries, administrators, executors, successors,
9 and assigns. Accordingly, Grantee(s) and his/her/their/its applicable heirs, beneficiaries,
10 administrators, executors, successors, and assigns agree that either Grantee(s) use of the Property
11 or recordation of this Quit-Claim Deed are each deemed actions of Grantee(s) acceptance of all
12 provisions described in this Quit-Claim Deed.

13 **2. REQUIREMENTS & RESTRICTIONS:**

14 Grantee(s), in further consideration of Grantor granting the Property to Grantee(s), covenant to
15 perform and abide by the following requirements and restrictions after this Quit-Claim Deed's date of
16 execution:

17 **2.1 REAL ESTATE TAXES & ASSESSMENTS.** For a period of five (5) years, pay all of the
18 Property's Real Property Taxes and assessments becoming due and payable.

19 **2.2 DELINQUENCY.** Prohibit the Property from suffering any type of delinquency, tax liens, or
20 incur any other associated penalties.

21 **2.3 ADVERTISING.** Prohibit the construction of any billboards or advertising material on the
22 Property, except for identification signs permitted by Grantor under the Columbus City Graphics Code.

23 **2.4 UNLAWFUL ACTIVITY.** Prohibit the occurrence of any unlawful activity on the Property.

24 **3. DEFAULT, REVERSION & IMPROVEMENT(S):**

25 **3.1 DEFAULT.** Grantee(s), in addition to the provisions described in this Quit-Claim Deed, is
26 required to perform and adhere to all of the provisions described:

27 (i) in Grantee(s) completed Applications that Grantee(s) submitted to Grantor, which
28 Grantor relied upon the Applications to execute this Quit-Claim Deed granting the Property to
29 Grantee(s); and

30 (ii) the Agreement executed between Grantor and Grantee(s), which Grantor also relied upon
31 the Agreement to execute this Quit-Claim Deed granting the Property to Grantee(s). Accordingly,
32 Grantee(s) default if Grantee(s) (a) violate any one or more of the provisions contained in this
33 Quit-Claim Deed, Applications, or Agreement, and (b) fail to cure the default within thirty (30)
34 days after Grantor's written notice of the default to Grantee(s).

1 **3.2 REVERSION.** Grantor expressly reserves to itself a reversionary interest in the Property in the
2 event or a default by Grantee(s) of any provisions contained in this Quit-Claim Deed, Applications, or
3 Agreement. Upon Grantee(s) default of any provisions described in this Quit-Claim Deed, Applications,
4 or Agreement but at Grantor's sole option and discretion. Grantor reserves the rights to:

5 **(i)** enter the Property;

6 **(ii)** take possession of the Property; and

7 **(iii)** revest the Property in the name of Grantor by executing and recording an "Affidavit on
8 Facts Relating to Title" of record in the Property's chain-of-title giving public notice of the
9 Property's reversion to Grantor. Grantee(s), upon Grantor's notice to Grantee(s) of Grantee(s)
10 default of any provisions described in this Quit-Claim Deed, Applications, or Agreement is
11 required to execute and deliver a recordable deed instrument of conveyance to Grantor, as
12 approved by the City of Little Rock City Attorney, confirming and perfecting the Property's
13 reversion to Grantor in addition to the affidavit described in this section.

14 **FURTHER,** the Grantor covenants with the Grantee completed construction for the property
15 that will make the property safe and in code compliant condition in at least two (2) years from
16 closing. Failure to complete construction for the property that will make the property safe and in
17 code compliant condition in at least two (2) years from closing shall cause the property to revert
18 to the Grantor at no cost.

19 **3.3 IMPROVEMENT(S).** Grantee(s) agree that any improvement(s) on the Property immediately
20 attach and become part of the Property; however. in the event Grantor exercises its reversionary rights,
21 Grantor's revesting of title in the Property is subject and does not defeat, invalidate, or limit the lien of
22 any mortgage(s) financing the construction of any improvement(s) on the Property during Grantee(s)
23 ownership or the Property. In the event Grantor exercises its reversionary rights to the Property, then:

24 **(i)** all rights, title, interest, and estate to any improvement(s) on the Property immediately
25 vests with Grantor; and

26 **(ii)** Grantee(s) will be prohibited from possessing any rights or claims against Grantor for
27 contribution, compensation, or reimbursement for any of the improvement(s) on the Property
28 during Grantee(s) ownership of the Property.

29 **4. RESERVATIONS:**

30 Grantor conveys the Property subject to any previously recorded or platted right(s), restriction(s),
31 condition(s), covenant(s), reservation(s), easement(s), highway(s), right-of-way(s), and other applicable
32 matter(s) in the Property's chain-of-title. Additionally, Grantor forever reserves and reasserts to itself:

33 **(i)** any existing public right-of-way(s) and highway(s) on the Property;

34 **(ii)** all previously recorded or platted easement(s) reservation(s), condition(s), restriction(s),
35 right-of-way(s), highway(s), or other right(s) benefitting Grantor but predating Grantor's present

1 ownership of the Property, unless otherwise specifically released by Grantor in a separate
2 instrument of record in the Property's chain-of-title; and

3 (iii) easement rights for the benefit and necessity of all existing public utilities located in, on,
4 over, under, or through the Property as of the execution date of this Quit-Claim Deed.

5 **5. RELEASE:**

6 Pursuant to the ordinance authorizing Grantor to execute this Quit-Claim Deed, and in order to ensure
7 compliance with the Land Bank Program, Grantor's Director of Housing and Neighborhood Programs is
8 authorized to execute and deliver a recordable instrument, as approved by the Little Rock City Attorney,
9 releasing the Property from the operation of certain restrictive provisions described in this Quit-Claim
10 Deed only upon:

11 (i) Grantee (s) written request to Grantor; and

12 (ii) Grantor's written approval of Grantee(s) satisfaction of all provisions described in this
13 Quit-Claim Deed, Applications, and Agreement.

14 **6. RIGHTS & REMEDIES:**

15 Grantor is entitled to the injunctive relief described in this section in addition to any other relief
16 Grantor is entitled, included but not limited to specific performance of any provision of this Quit-Claim
17 Deed, without the necessity of proving either actual damages or the inadequacy of otherwise available
18 legal remedies. Grantor, where injunctive relief or specific performance does not appropriately remedy
19 Grantor, is entitled to recover damages from Grantee(s) for the violation of any provision of this Quit-
20 Claim Deed. Grantor, in its sole discretion but without limiting Grantee(s) respective liabilities or rights
21 under this Quit-Claim deed, is permitted to apply any damages recovered to the costs of undertaking any
22 corrective action under this Quit-Claim Deed. Furthermore, Grantee(s) is responsible for all costs incurred
23 by Grantor in enforcing the provisions of this Quit-Claim Deed against Grantee(s), including but not
24 limited to costs and expenses of suit and attorney's fees. Grantor's remedies described in this section are
25 cumulative and are in addition to any present or future remedies existing at law or in equity.

26 **7. NON-WAIVER:**

27 Grantor or Grantee(s) failure or refusal to exercise any rights described in this Quit-Claim Deed is not
28 a waiver of any rights Grantor or Grantee(s) possess to enforce the other party's obligations through any
29 rights and remedies Grantor or Grantee(s) has at law or in equity for the enforcement of the other party's
30 obligations. Accordingly, no waiver of any kind is valid against Grantor or Grantee(s) unless:

31 (i) reduced to writing; and,

32 (ii) and executed and approved by Grantor or Grantee(s) authorized representatives and
33 authority; and,

34 (iii) recorded in the Property's chain-of-title.

35

1 **8. SEVERABILITY:**

2 The remaining provisions of this Quit-Claim Deed will be unaffected and remain valid and
3 enforceable to the full extent permitted by law in the event and for any reason any provision of this Quit-
4 Claim Deed is held invalid or unenforceable under applicable law.

5
6 **GRANTOR'S EXECUTION**

7
8 Grantor, City of Little Rock, Pulaski County, Arkansas, a municipal corporation, by its authorized
9 representative, Frank Scott, Jr., Mayor of the City of Little Rock, Arkansas, pursuant to authority granted
10 by City of Little Rock, Board of Directors, does voluntarily acknowledge this Quit-Claim Deed on behalf
11 of Grantor on the effective date below.

12
13 **City of Little Rock, GRANTOR**
14 **500 West Markham Street**
15 **Little Rock, Arkansas 72201**

16
17
18 _____
19 **By: Frank Scott, Jr., Mayor**

20
21 **ACKNOWLEDGEMENT**

22
23 **STATE OF ARKANSAS)**

24 **)) SS**

25 **COUNTY OF PULASKI)**

26
27 On this day came before me, the undersigned, a Notary Public within and for the County and State
28 aforesaid, duly commissioned and acting personally appeared, Frank Scott, Jr., Mayor of the City of Little
29 Rock, Arkansas, known to me as the duly appointed agent for the Grantor in the foregoing Deed, and
30 acknowledged that he has executed the same for the consideration and purposes therein mentioned and set
31 forth.

32 WITNESS my hand and seal as such notary public this _____ day of _____, 2020.

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35 _____
36 **Notary Public**

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38 My Commission expires: _____

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By: Robert Alexander, d/b/a Kustom Made Properties

On this day came before me, the undersigned, a notary public within and for the county and state aforesaid, duly commissioned and acting personally appeared, Robert Alexander, d/b/a Kustom Made Properties known to me as the Grantee in the foregoing Deed, and acknowledged that they have executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS, my hand and seal the ____ day of _____ 2020.

Notary Public

My Commission expires: _____

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DOCUMENTARY TAX STATEMENT

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. (If none shown, exempt or no consideration paid.)

**City of Little Rock
500 West Markham Street, Suite 120W
Little Rock, Arkansas 72201**

By: Ruby E. Dean, Redevelopment Administrator

ACKNOWLEDGEMENT

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STATE OF ARKANSAS)
COUNTY OF PULASKI)

)) SS

On this day came before me, the undersigned, a notary public within and for the county and state aforesaid, duly commissioned and acting personally appeared, Ruby E. Dean, Redevelopment Administrator, City of Little Rock, Arkansas.

WITNESS my hand and seal as such notary public this _____ day of _____, 2020.

Notary Public

My Commission expires: _____

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1 **Exhibit B**

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3 **OFFER AND ACCEPTANCE**

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5 The undersigned,

6
7 1. Herein called the “Buyer(s)” offer(s) to buy, subject to the terms set forth herein, the following
8 properties from The City of Little Rock, 500 West Markham Street, Suite 120W, Little Rock, AR,
9 72201, herein called the “Seller(s)”.

10 Lot 5 Block 1 Thompsons S Maple Street Thompsons W 150’ of 5 1, known as 1423 South
11 Maple street (Parcel No. 34L1510000600)

12 Lot 11 Block 31 Jones & Worthen, known as 1524 South Martin Street (Parcel No.
13 34L0920034300)

14 Lot 8 Block 33 Jones & WORTHEN Jones & Worthen Lt 8 & S ½ of 9 33, known as 1617 South
15 Martin Street (Parcel No. 34L0920035800)

16 Lot 7 Block 33 Jones & Worthen W 17th, known as 1623 South Martin Street (Parcel No.
17 34L0920035700)

18 Lot 4 Black 15 Worthen W B, known as 1515 South Pine Street (Parcel No. 34L1600015300)

19 Lot 4 Block 5 Martin TB Addition, TB Martins N42 ½ ‘ of S81 ½ ‘ Of 4 5 & 6 5, known as 1105
20 South Valmar Street (Parcel No. 34L0740004400)

21 Lot 11 Block 33 Jones & Worthen, Jones & Worthen E 30’ of W 90’ Lot 11 & 12 & E 20’ of W
22 90’ of Lot 10 and West 15” of East 50’, known as 3321 West 16th Street
23 (Parcel No. 34L0920036400)

24 Lot 10 Block 33 Jones & Worthen W 16th Street Jones & Worthen E 35’ of 10-11-12-33, known
25 as (3323 West 16th Street (Parcel No. 34L0920036200)

26 Lot 6 Block 1 South Highland, known as 3401 West 17th Street (Parcel No. 34L1520000700)

27 Lot 5 Block 1 South Highland W 17th Street, known as 3403 West 17th Street (Parcel No.
28 34L1520000600)

29 Lot 2 Block 1 South Highland W 17th Street, known as 3419 West 17th Street (Parcel No.
30 34L1520000300)

31 Lot 8 Block 1 South Highland, known as 3327 West 17th Street (Parcel No. 34L1520000900)

32 2. The Buyer(s) will pay Twenty-Two Thousand Dollars (\$22,000.00) for the property, \$0.00 as a
33 down payment/earnest money and the balance of Twenty-Two Thousand Dollars (\$22,000.00) by
34 check at closing.

35 3. Special Conditions:

- Approval by Land Bank Commission
- Approval by Little Rock City Board of Directors

1. The Land Bank to pay the City's closing costs
2. Buyer to pay buyers closing costs

4. Conveyance shall be made to Buyer(s), or as directed by Buyer(s), by Quit-Claim Deed except it shall be subject to recorded restrictions and easements, if any.
5. The owner(s) of the above property, hereinafter called Seller(s), shall furnish at Seller's cost an owner's policy reflecting merchantable satisfactory to Buyer(s) and/or the Buyer's attorney, Seller(s) shall have a reasonable time after acceptance within which to furnish title insurance. If objections are made to title, Seller(s) shall have a reasonable time to meet the objections or to furnish title insurance.
6. Buyer herewith tenders \$0.00 as earnest money, to become part of purchase price upon acceptance. This sum shall be held by Buyer(s)/Agent/Title Company and if offer is not accepted or if title requirements are not fulfilled, it shall be promptly returned to Buyer(s). If after acceptance, Buyer(s) fail to fulfill his/her/their obligation(s), the earnest money may become liquidated damages, which fact shall not preclude Seller(s) or Agent from asserting other legal rights which they may have because of such breach.
7. Taxes and special assessments, due on or before one (1)-day after the closing date shall be paid by the Seller(s). Current general taxes and special assessments shall be pro-rated as of closing date based upon the last tax statement. Insurance, interest and rental payments shall be pro-rated as of closing date.
8. Seller(s) shall vacate the property (if applicable) and deliver possession to Buyer(s) on or before one (1)-day after the closing date. Seller(s) agree to pay rent to Buyer(s) of \$ N/A per day until possession is given after the closing date if applicable.
9. Buyer(s) certifies that he or she has/they have inspected the property and he or she is /they are not relying upon any warranties, representations or statements of the Seller(s)/Agent as to age or physical condition of improvements. The risk of loss or damage to the property by fire or other casualties occurring up to the time of transfer of title on the closing date is assumed by the Seller(s).
10. The closing date shall be on or before December 2020.

Robert Alexander, d/b/a Kustom Made Properties
(Buyer)
(501) 772-6263

Ruby E. Dean, Redevelopment Administrator
City of Little Rock Land Bank
(Representative of Seller)
rdcan@littlerock.gov
(501) 371-4848

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