

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

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7 the provisions of this resolution are hereby repealed to the extent of such inconsistency.

8 **ADOPTED: August 21, 2018**

9 **ATTEST:**

APPROVED:

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11 _____
12 **Susan Langley, City Clerk**

Mark Stodola, Mayor

13 **APPROVED AS TO LEGAL FORM:**

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15 _____
16 **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
9 **Representative:**

10 Doug Tapp, Redevelopment Administrator – Land Bank
11

12 **QUIT-CLAIM DEED**

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 Four Thousand Dollars (\$4,000.00) and other good and valuable
16 consideration paid by Robert Trezvant., an individual, (defined, as the "Grantee(s)"), whose tax mailing
17 address is located at 116 Oakridge Cove, Maumelle, Arkansas, 72113, does grant a Quit-Claim Deed to
18 Grantee(s) and their applicable heirs, beneficiaries, administrators, executor, successors, and assigns the
19 following parcels of real property (defined as the "Property"), so long as Grantee(s) abide by all
20 provisions described in this 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
31 the 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,”
5 which 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 4 Block 28 Jones and Worthen Subdivision, to the City of Little Rock, Pulaski**
12 **County, Arkansas; more commonly known as 3415 West 14th Street, Little Rock,**
13 **Arkansas. Parcel Number is 34L0920028100.**

14 **And**

15 **Lot 5 Block 28 Jones and Worthen Subdivision, to the City of Little Rock, Pulaski**
16 **County, Arkansas; more commonly known as 3419 West 14th Street, Little Rock,**
17 **Arkansas. Parcel Number is 34L0920028200.**

18
19 **TERMS & CONDITIONS**

20
21 **I. COVENANTS RUNNING WITH THE LAND, SUCCESSORS & ASSIGNS:**

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

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

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

31 **2. REQUIREMENTS & RESTRICTIONS:**

32 Grantee(s), in further consideration of Grantor granting the Property to Grantee(s), covenant to
33 perform and abide by the following requirements and restrictions after this Quit-claim Deed's date of
34 execution:

1 **2.1 REAL ESTATE TAXES & ASSESSMENTS.** For a period of five (5) years, pay all of the
2 Property's Real Property Taxes and assessments becoming due and payable.

3 **2.2 DELINQUENCY.** Prohibit the Property from suffering any type of delinquency, tax liens, or
4 incur any other associated penalties.

5 **2.3 ADVERTISING.** Prohibit the construction of any billboards or advertising material on the
6 Property, except for identification signs permitted by Grantor under the Columbus City Graphics Code.

7 **2.4 UNLAWFUL ACTIVITY.** Prohibit the occurrence of any unlawful activity on the Property.

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

9 **3.1. DEFAULT.** Grantee(s), in addition to the provisions described in this Quit-Claim Deed, is
10 required to perform and adhere to all of the provisions described:

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

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

19 **3.2. REVERSION.** Grantor expressly reserves to itself a reversionary interest in the Property in the
20 event or a default by Grantee(s) of any provisions contained in this Quit-Claim Deed, Applications, or
21 Agreement. Upon Grantee(s) default of any provisions described in this Quit-Claim Deed, Applications,
22 or Agreement but at Grantor's sole option and discretion. Grantor reserves the rights to:

23 (i) enter the Property;

24 (ii) take possession of the Property; and

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

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

1 **3.3. IMPROVEMENT(S).** Grantee(s) agree that any improvement(s) on the Property immediately
2 attach and become part of the Property; however. in the event Grantor exercises its reversionary rights,
3 Grantor's reversion of title in the Property is subject and does not defeat, invalidate, or limit the lien of
4 any mortgage(s) financing the construction of any improvement(s) on the Property during Grantee(s)
5 ownership or the Property. In the event Grantor exercises its reversionary rights to the Property, then:

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

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

11 **4. RESERVATIONS:**

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

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

16 (ii) all previously recorded or platted easement(s) reservation(s), condition(s),
17 restriction(s), right-of-way(s), highway(s), or other right(s) benefitting Grantor but predating
18 Grantor's present ownership of the Property, unless otherwise specifically released by Grantor in
19 a separate instrument of record in the Property's chain-of-title; and

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

22 **5. RELEASE:**

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

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

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

31 **6. RIGHTS & REMEDIES:**

32 Grantor is entitled to the injunctive relief described in this section in addition to any other relief
33 Grantor is entitled, included but not limited to specific performance of any provision of this Quit-Claim
34 Deed, without the necessity of proving either actual damages or the inadequacy of otherwise available
35 legal remedies. Grantor, where injunctive relief or specific performance does not appropriately remedy

1 Grantor, is entitled to recover damages from Grantee(s) for the violation of any provision of this Quit-
2 Claim Deed. Grantor, in its sole discretion but without limiting Grantee(s) respective liabilities or rights
3 under this Quit-claim deed, is permitted to apply any damages recovered to the costs of undertaking any
4 corrective action under this Quit-Claim Deed. Furthermore, Grantee(s) is responsible for all costs incurred
5 by Grantor in enforcing the provisions of this Quit-Claim Deed against Grantee(s), including but not
6 limited to costs and expenses of suit and attorney's fees. Grantor's remedies described in this section are
7 cumulative and are in addition to any present or future remedies existing at law or in equity.

8 **7. NON-WAIVER:**

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

- 13 (i) reduced to writing;
- 14 (ii) and executed and approved by Grantor or Grantee(s) authorized representatives and
15 authority; and
- 16 (iii) recorded in the Property's chain-of-title.

17 **8. SEVERABILITY:**

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

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1 **GRANTOR'S EXECUTION**

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3 Grantor, City of Little Rock, Pulaski County, Arkansas, a municipal corporation, by its authorized
4 representative, Mark Stodola, Mayor of the City of Little Rock, Arkansas, pursuant to authority granted
5 by City of Little Rock, Board of Directors, does voluntarily acknowledge this Quit-Claim Deed on behalf
6 of Grantor on the effective date below.

7
8 **City of Little Rock, GRANTOR**
9 **500 West Markham Street**
10 **Little Rock, Arkansas 72201**

11
12 _____
13 **By: Mark Stodola, Mayor**
14
15

16 **ACKNOWLEDGEMENT**

17
18 **STATE OF ARKANSAS)**

19 **))SS**

20 **COUNTY OF PULASKI)**

21
22 On this day came before me, the undersigned, a Notary Public within and for the County and State
23 aforesaid, duly commissioned and acting personally appeared, Mark Stodola, Mayor of the City of Little
24 Rock, Arkansas, known to me as the duly appointed agent for the Grantor in the foregoing Deed, and
25 acknowledged that he has executed the same for the consideration and purposes therein mentioned and set
26 forth.

27 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2018.

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31 **Notary Public**
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33 My Commission expires: _____

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Robert Trezvant, Grantee
116 Oakridge Cove
Maumelle, Arkansas 72113

By: Robert Trezvant

ACKNOWLEDGEMENT

STATE OF ARKANSAS)

))SS

COUNTY OF PULASKI)

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 Trezvant, 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 as such Notary Public this _____ day of _____, 2018.

Notary Public

My Commission expires:_____

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1 **DOCUMENTARY TAX STATEMENT**

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3 I certify under penalty of false swearing that the legally correct amount of documentary stamps have
4 been placed on this instrument. (If none shown, exempt or no consideration paid.)
5

6 **City of Little Rock**
7 **500 West Markham Street, Suite 120W**
8 **Little Rock, Arkansas 72201**
9

10
11 _____
12 **By: Doug Tapp, Redevelopment Administrator**
13

14
15 **ACKNOWLEDGEMENT**

16
17 **STATE OF ARKANSAS)**

18 **))SS**

19 **COUNTY OF PULASKI)**
20

21 On this day came before me, the undersigned, a Notary Public within and for the County and State
22 aforesaid, duly commissioned and acting personally appeared, Doug Tapp, Redevelopment Administrator,
23 City of Little Rock, Arkansas.

24 WITNESS my hand and seal as such Notary Public this _____ day of _____,
25 2018.
26

27 _____
28 **Notary Public**
29

30 My Commission expires: _____

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1 **Exhibit B**

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3 **OFFER AND ACCEPTANCE**

4
5 The undersigned, Robert Trezvant, 116 Oakridge Cove, Maumelle, Arkansas 72113

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

10 **Lot 4 Block 28 Jones and Worthen Subdivision, to the City of Little Rock, Pulaski**
11 **County, Arkansas; more commonly known as 3415 West 14th Street, Little Rock,**
12 **Arkansas. Parcel Number is 34L0920028100.**

13 **And**

14 **Lot 5 Block 28 Jones and Worthen Subdivision, to the City of Little Rock, Pulaski**
15 **County, Arkansas; more commonly known as 3419 West 14th Street, Little Rock,**
16 **Arkansas. Parcel Number is 34L0920028200.**

17
18 The Buyer(s) will pay Four Thousand Dollars (\$4,000.00) for the property, \$0.00 as a down
19 payment/earnest money and the balance of \$4,000.00 as follows: Check at closing

- 20 2. Special Conditions:

- 21 • Approval by Land Bank Commission
22 • Approval by Little Rock City Board of Directors
23 • Additional Stipulations: Deed Restriction detailed in Deed
24 1. The Land Bank to pay the Citys closing costs
25 2. Buyer to pay buyers closing costs

- 26 3. Conveyance shall be made to Buyer(s), or as directed by Buyer(s), by Quit-Claim Deed
27 except it shall be subject to recorded restrictions and easements, if any.

- 28 4. The owner(s) of the above property, hereinafter called Seller(s), shall furnish at Seller’s cost
29 an owner’s policy reflecting merchantable satisfactory to Buyer(s) and/or the Buyer’s
30 attorney, Seller(s) shall have a reasonable time after acceptance within which to furnish title
31 insurance. If objections are made to title, Seller(s) shall have a reasonable time to meet the
32 objections or to furnish title insurance.

- 33 5. Buyer herewith tenders \$0.00 as earnest money, to become part of purchase price upon
34 acceptance. This sum shall be held by Buyer(s)/Agent/Title Company and if offer is not

1 accepted or if title requirements are not fulfilled, it shall be promptly returned to Buyer(s). If
2 after acceptance, Buyer(s) fail to fulfill his/her/their obligation(s), the earnest money may
3 become liquidated damages, which fact shall not preclude Seller(s) or Agent from asserting
4 other legal rights which they may have because of such breach.

5 6. Taxes and special assessments, due on or before the closing date shall be paid by the
6 Seller(s). Current general taxes and special assessments shall be pro-rated as of closing date
7 based upon the last tax statement. Insurance, interest and rental payments shall be pro-rated
8 as of closing date.

9 7. Seller(s) shall vacate the property (if applicable) and deliver possession to Buyer(s) on or
10 before one (1)-day after the closing date. Seller(s) agree to pay rent to Buyer(s) of \$ n/a per
11 day until possession is given after the closing date if applicable.

12 8. Buyer(s) certifies that he or she has/they have inspected the property and he or she is /they are
13 not relying upon any warranties, representations or statements of the Seller(s)/Agent as to age
14 or physical condition of improvements. The risk of loss or damage to the property by fire or
15 other casualties occurring up to the time of transfer of title on the closing date is assumed by
16 the Seller(s).

17 9. The closing date shall be on or before _____.

18
19 _____
20 **Robert Trezant, Buyer**
21 **(501) 590-4527**

Doug Tapp, Redevelopment Administrator
City of Little Rock Land Bank
(Representative of Seller)
(501) 371-4848
dtapp@littlerock.gov

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26 _____
27 **Date**

Date

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