

1 **RESOLUTION NO. _____**

2

3 **A RESOLUTION TO TRANSFER TITLE TO TOYA SMITH VIA**
4 **QUITCLAIM DEED FOR PROPERTY SOLD BY THE CITY OF LITTLE**
5 **ROCK, ARKANSAS, TO BE USED FOR NEIGHBORHOOD**
6 **REVITALIZATION PROGRAMS; AND FOR OTHER PURPOSES.**

7

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

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

14 **WHEREAS**, Toya Smith has indicated a desire to purchase the property located at 2101 South
15 Valentine Street, from the City of Little Rock, Arkansas; and,

16 **WHEREAS**, the City wishes to sell the properties for use in its neighborhood revitalization efforts;
17 and,

18 **WHEREAS**, City Staff has conducted a title search of the property which revealed valid title to the
19 property and no significant title issues; and,

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

22 **WHEREAS**, in consideration for Three Thousand, Five Hundred Dollars (\$3,500.00), the City will
23 sell the properties for the public purpose of neighborhood revitalization, and,

24 **WHEREAS**, The City of Little Rock will provide Toya Smith with a Quitclaim Deed to the
25 properties, attached as Quitclaim Deed and to include stipulations set forth in the attached agreement,
26 labeled Exhibit A and Offer and Acceptance, labeled Exhibit B; and,

27 **WHEREAS**, Arkansas State Law requires that the City sell the property by resolution adopted by the
28 Board of Directors.

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

31 **Section 1.** The Board of Directors hereby provides a quit-claim deed to the properties described as
32 2101 South Valentine Street in favor of Toya Smith.

33 **Section 2.** The property will be used for a private purpose to serve the public, specifically to improve
34 city revitalization programs.

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: October 15, 2019**

9 **ATTEST:**

APPROVED:

10
11 _____
12 **Susan Langley, City Clerk**

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

13 **APPROVED AS TO LEGAL FORM:**

14
15 _____
16 **Thomas M. Carpenter, City Attorney**

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

1 **Exhibit A**

2
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 **QUITCLAIM DEED**

12
13 The City of Little Rock, Arkansas, a municipal corporation, GRANTOR, (defined as the "Grantor"),
14 for and in consideration of the sum of Three Thousand, Five Hundred Dollars (\$3,500.00) and other good
15 and valuable consideration paid by Toya Smith an individual, (defined, as the "Grantee(s)"), whose tax
16 mailing address is located at 4517 Turney Road Cleveland, Ohio, 44105, does grant a Quitclaim Deed to
17 Grantee(s) and their applicable heirs, beneficiaries, administrators, executor, successors, and assigns the
18 following parcels of real property (defined as the "Property"), so long as Grantee(s) abide by all
19 provisions described in this Quitclaim Deed, but subject to:

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

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

25 (iii) Grantor’s reversionary rights;

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

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

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

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

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

35 (ix) all provisions described in this Quitclaim Deed Deed;

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

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

3
4 **LEGAL DESCRIPTION**

5
6 Property is situated in the State of Arkansas, County of Pulaski, City of Little Rock, and further
7 being described hereof.

8 **Lot 7, Block 3 in the Chesterfield Square Subdivision, Little Rock, Arkansas, more**
9 **commonly known as 2101 South Valentine Street, Little Rock, Arkansas, 72204**
10 **(Parcel No. 34L1780005300)**

11
12 **TERMS & CONDITIONS**

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

14 Grantee(s), except to the extent released by Grantor, agrees all provisions described in this Quitclaim
15 Deed are covenants forever:

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

17 (ii) inuring and binding to the benefit and detriment of Grantor and Grantee(s) and
18 his/her/their/its respective, applicable heirs, beneficiaries, administrators, executors, successors,
19 and assigns. Accordingly, Grantee(s) and his/her/their/its applicable heirs, beneficiaries,
20 administrators, executors, successors, and assigns agree that either Grantee(s) use of the Property
21 or recordation of this Quitclaim Deed are each deemed actions of Grantee(s) acceptance of all
22 provisions described in this Quitclaim Deed.

23 **2. REQUIREMENTS & RESTRICTIONS:**

24 Grantee(s), in further consideration of Grantor granting the Property to Grantee(s), covenant to
25 perform and abide by the following requirements and restrictions after this Quitclaim Deed' date of
26 execution:

27 **2.1 REAL ESTATE TAXES & ASSESSMENTS.** For a period of five (5) years, pay all
28 of the Property's Real Property Taxes and assessments becoming due and payable.

29 **2.2 DELINQUENCY.** Prohibit the Property from suffering any type of delinquency, tax
30 liens, or incur any other associated penalties.

31 **2.3 ADVERTISING.** Prohibit the construction of any billboards or advertising material on
32 the Property, except for identification signs permitted by Grantor under the Columbus City
33 Graphics Code.

34 **2.4 UNLAWFUL ACTIVITY.** Prohibit the occurrence of any unlawful activity on the
35 Property.

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

2 **3.1 DEFAULT.** Grantee(s), in addition to the provisions described in this Quitclaim Deed,
3 is required to perform and adhere to all of the provisions described:

4 (i) in Grantee(s) completed Applications that Grantee(s) submitted to Grantor, which
5 Grantor relied upon the Applications to execute this Quitclaim Deed granting the Property to
6 Grantee(s); and

7 (ii) the Agreement executed between Grantor and Grantee(s), which Grantor also relied upon
8 the Agreement to execute this Quitclaim Deed granting the Property to Grantee(s). Accordingly,
9 Grantee(s) default if Grantee(s) (a) violate any one or more of the provisions contained in this
10 Quitclaim Deed, Applications, or Agreement, and (b) fail to cure the default within thirty (30)
11 days after Grantor's written notice of the default to Grantee(s).

12 **3.2 REVERSION.** Grantor expressly reserves to itself a reversionary interest in the
13 Property in the event or a default by Grantee(s) of any provisions contained in this Quitclaim
14 Deed, Applications, or Agreement. Upon Grantee(s) default of any provisions described in this
15 Quitclaim Deed, Applications, or Agreement but at Grantor's sole option and discretion. Grantor
16 reserves the rights to:

17 (i) enter the Property;

18 (ii) take possession of the Property; and

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

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

31 **3.3 IMPROVEMENT(S).** Grantee(s) agree that any improvement(s) on the Property
32 immediately attach and become part of the Property; however. in the event Grantor exercises its
33 reversionary rights, Grantor's reversion of title in the Property is subject and does not defeat,
34 invalidate, or limit the lien of any mortgage(s) financing the construction of any improvement(s)

1 on the Property during Grantee(s) ownership or the Property. In the event Grantor exercises its
2 reversionary rights to the Property, then:

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

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

8 **4. RESERVATIONS:**

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

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

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

18 (iii) easement rights for the benefit and necessity of all existing public utilities located in, on,
19 over, under, or through the Property as of the execution date of this Quitclaim Deed.

20 **5. RELEASE:**

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

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

27 (ii) Grantor's written approval of Grantee(s) satisfaction of all provisions described in this
28 Quitclaim Deed, Applications, and Agreement.

29 **6. RIGHTS & REMEDIES:**

30 Grantor is entitled to the injunctive relief described in this section in addition to any other
31 relief Grantor is entitled, included but not limited to specific performance of any provision of this
32 Quitclaim Deed, without the necessity of proving either actual damages or the inadequacy of
33 otherwise available legal remedies. Grantor, where injunctive relief or specific performance does
34 not appropriately remedy Grantor, is entitled to recover damages from Grantee(s) for the violation
35 of any provision of this Quitclaim Deed. Grantor, in its sole discretion but without limiting

1 Grantee(s) respective liabilities or rights under this Quitclaim Deed, is permitted to apply any
2 damages recovered to the costs of undertaking any corrective action under this Quitclaim Deed.
3 Furthermore, Grantee(s) is responsible for all costs incurred by Grantor in enforcing the
4 provisions of this Quitclaim Deed against Grantee(s), including but not limited to costs and
5 expenses of suit and attorney's fees. Grantor's remedies described in this section are cumulative
6 and are in addition to any present or future remedies existing at law or in equity.

7 **7. NON-WAIVER:**

8 Grantor or Grantee(s) failure or refusal to exercise any rights described in this Quitclaim
9 Deed is not a waiver of any rights Grantor or Grantee(s) possess to enforce the other party's
10 obligations through any rights and remedies Grantor or Grantee(s) has at law or in equity for the
11 enforcement of the other party's obligations. Accordingly, no waiver of any kind is valid against
12 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 Quitclaim 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
20 this Quitclaim Deed is held invalid or unenforceable under applicable law.

21
22 **GRANTOR'S EXECUTION**

23 Grantor, City of Little Rock, Pulaski County, Arkansas, a municipal corporation, by its
24 authorized representative, Frank Scott, Jr., Mayor of the City of Little Rock, Arkansas, pursuant
25 to authority granted by City of Little Rock, Board of Directors, does voluntarily acknowledge this
26 Quitclaim Deed on behalf of Grantor on the effective date below.

27
28
29 **City of Little Rock, GRANTOR**
30 **500 West Markham Street**
31 **Little Rock, Arkansas 72201**
32

33
34 **By: Frank Scott, Jr., Mayor**
35 **City of Little Rock, Arkansas**
36
37

1 **ACKNOWLEDGEMENT**

2
3 **STATE OF ARKANSAS)**

4 **))SS**

5 **COUNTY OF PULASKI)**

6
7 On this day came before me, the undersigned, a Notary Public within and for the County and State
8 aforesaid, duly commissioned and acting personally appeared, Frank Scott, Jr., Mayor of the City of Little
9 Rock, Arkansas, known to me as the duly appointed agent for the Grantor in the foregoing Deed, and
10 acknowledged that he has executed the same for the consideration and purposes therein mentioned and set
11 forth.

12 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2019.

13
14 _____
15 **Notary Public**
16

17 My Commission expires: _____

18
19 **Toya Smith**
20 **4518 Turney Road**
21 **Cleveland, OH 44105**
22

23 _____
24 **By: Toya Smith**
25
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, Toya Smith known to me as the Grantee in
29 the foregoing Deed, and acknowledged that they have executed the same for the consideration and
30 purposes therein mentioned and set forth.

31 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2019.

32
33 _____
34 **Notary Public**
35

36 My Commission expires: _____
37
38

1 **DOCUMENTARY TAX STATEMENT**

2
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 **By: Ruby E. Dean, Redevelopment Administrator**
12

13
14 **ACKNOWLEDGEMENT**

15 **STATE OF ARKANSAS)**

16 **))SS**

17 **COUNTY OF PULASKI)**
18

19 On this day came before me, the undersigned, a Notary Public within and for the County and State
20 aforesaid, duly commissioned and acting personally appeared, Ruby E. Dean, Redevelopment
21 Administrator, City of Little Rock, Arkansas.

22 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2018.
23

24 _____
25 **Notary Public**
26

27 My Commission expires: _____
28
29

1 **Exhibit B**

2
3 **OFFER AND ACCEPTANCE**

4
5 The undersigned, Toya Smith, 4518 Turney Road, Cleveland, Ohio, 44105,

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

9 **Lot 7, Block 3 in the Chesterfield Square Subdivision, Little Rock, Arkansas, more**
10 **commonly known as 2101 South Valentine Street, Little Rock, Arkansas, 72204**
11 **(Parcel No. 34L1780005300)**

- 12 2. The Buyer(s) will pay Three Thousand, Five Hundred Dollars (\$3,500.00) for the property, Zero
13 Dollars (\$0.00) as a down payment/earnest money and the balance of Three Thousand, Five Hundred
14 Dollars (\$3,500.00) as follows: Check at closing.

- 15 3. Special Conditions:

- 16
 - Approval by Land Bank Commission
 - Approval by Little Rock City Board
 - Additional Stipulations: Deed Restriction detailed in Deed
- 17
- 18
 - 1. The Land Bank to pay the Citys closing costs
 - 2. Buyer to pay buyers closing costs

- 19
- 20
- 21 4. Conveyance shall be made to Buyer(s), or as directed by Buyer(s), by Quitclaim Deed except it shall
22 be subject to recorded restrictions and easements, if any.

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

- 27 6. Buyer herewith tenders Zero Dollars (\$0.00) as earnest money, to become part of purchase price upon
28 acceptance. This sum shall be held by Buyer(s)/Agent/Title Company and if offer is not accepted or if
29 title requirements are not fulfilled, it shall be promptly returned to Buyer(s). If after acceptance,
30 Buyer(s) fail to fulfill his/her/their obligation(s), the earnest money may become liquidated damages,
31 which fact shall not preclude Seller(s) or Agent from asserting other legal rights which they may have
32 because of such breach.

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

- 1 8. Seller(s) shall vacate the property (if applicable) and deliver possession to Buyer(s) on or before one
- 2 (1)-day after the closing date. Seller(s) agree to pay rent to Buyer(s) of \$ N/A per day until possession
- 3 is given after the closing date if applicable.
- 4 9. Buyer(s) certifies that he or she has/they have inspected the property and he or she is /they are not
- 5 relying upon any warranties, representations or statements of the Seller(s)/Agent as to age or physical
- 6 condition of improvements. The risk of loss or damage to the property by fire or other casualties
- 7 occurring up to the time of transfer of title on the closing date is assumed by the Seller(s).
- 8 10. The closing date shall be on or before November 2019.

9
10

11 _____
 12 Toya Smith
 13 (Buyer)
 14 (501) 590-4527

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

15
16
17
18
19 _____
 20 Date
 21 //
 22 //
 23 //
 24 //
 25 //
 26 //
 27 //
 28 //
 29 //
 30 //
 31 //
 32 //
 33 //
 34 //
 35 //
 36 //
 37 //
 38 //
 39 //

_____ Date