

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7 the provisions of this resolution are hereby repealed to the extent of such inconsistency.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: July 20, 2021**

9 **ATTEST:**

APPROVED:

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

Frank Scott, Jr., 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 **Representative:**

9 Ruby E. Dean, Redevelopment Administrator – Land Bank

10
11 **QUIT-CLAIM DEED**

12 **(Sale by a 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 Lashawnda Adams, Grantee, whose tax mailing address is located at 1615 East Twin Lakes
17 Drive, Little Rock, AR, 72205, does grant a Quit-Claim Deed to Grantee(s) and their applicable heirs,
18 beneficiaries, administrators, executor, successors, and assigns the following parcels of real property
19 (defined as the "Property"), so long as Grantee(s) abide by all provisions described in this Quit-Claim
20 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; and,

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; and,

26 (iii) Grantor's reversionary rights; and,

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

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

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

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

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; and,

1 **2.2 DELINQUENCY.** Prohibit the Property from suffering any type of delinquency, tax liens, or
2 incur any other associated penalties.

3 **2.3 ADVERTISING.** Prohibit the construction of any billboards or advertising material on the
4 Property, except for identification signs permitted by Grantor under the Columbus City Graphics Code.

5 **2.4 UNLAWFUL ACTIVITY.** Prohibit the occurrence of any unlawful activity on the Property.

6 **2.5 PROPERTIES PURCHASE WITH FEDERAL FUNDS.** To qualify under Land Bank
7 Programs for lot purchased with any Federal Funds, an applicant's total household income cannot exceed
8 80% of the Area Median Income as set forth by the U.S. Department of Housing and Urban Development
9 (HUD) Guidelines. Note: All applicants will be required to submit documentation evidencing total
10 household income to ensure compliance with HUD Income Guideline.

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

12 **3.1 DEFAULT.** Grantee(s), in addition to the provisions described in this Quit-Claim Deed, is
13 required to perform and adhere to all of the provisions described:

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

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

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

26 (i) enter the Property; and,

27 (ii) take possession of the Property; and,

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

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

6 **3.3 IMPROVEMENT(S)**. Grantee(s) agree that any improvement(s) on the Property immediately
7 attach and become part of the Property; however, in the event Grantor exercises its reversionary rights,
8 Grantor's reversion of the title in the Property is subject and does not defeat, invalidate, or limit the lien of
9 any mortgage(s) financing the construction of any improvement(s) on the Property during Grantee(s)
10 ownership or the Property. In the event Grantor exercises its reversionary rights to the Property, then:

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

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

16 **4. RESERVATIONS:**

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

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

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

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

27 **5. RELEASE:**

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

33 (i) Grantee (s) written request to Grantor; and,

1 City of Little Rock, GRANTOR
2 500 West Markham Street
3 Little Rock, Arkansas 72201
4

5 _____
6 By: Frank Scott, Jr., Mayor
7

8 **ACKNOWLEDGEMENT**

9 **STATE OF ARKANSAS)**

10 **)) SS**

11 **COUNTY OF PULASKI)**
12

13 On this day came before me, the undersigned, a notary public within and for the county and state
14 aforesaid, duly commissioned and acting personally appeared, Frank Scott, Jr., Mayor of the City of Little
15 Rock, Arkansas, known to me as the duly appointed agent for the Grantor in the foregoing Deed, and
16 acknowledged that he has executed the same for the consideration and purposes therein mentioned and set
17 forth.

18 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2021.
19
20

21 _____
22 **Notary Public**
23

24 My Commission expires: _____
25
26

27 _____
28 **By: Lashawnda Adams**
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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, Lashawnda Adams, known to me as the
9 Grantee in the foregoing Deed, and acknowledged that they have executed the same for the consideration
10 and purposes therein mentioned and set forth.

11 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2021.

12
13
14 _____
15 **Notary Public**
16

17 My Commission expires: _____

18 //

19 //

20 **DOCUMENTARY TAX STATEMENT**

21
22 I certify under penalty of false swearing that the legally correct amount of documentary stamps have
23 been placed on this instrument. (If none shown, exempt or no consideration paid.)
24

25 **City of Little Rock**
26 **500 West Markham Street, Suite 120W**
27 **Little Rock, Arkansas 72201**

28
29 _____
30 **By: Ruby E. Dean, Redevelopment Administrator**

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1 **EXHIBIT A**

2
3 **OFFER AND ACCEPTANCE**

4
5 The undersigned, Lashawnda **Adams**

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

10 PT N1/2 S1/2 N ½ NE NE BEG SW COR N1/2 NE NE N109 7’ N49*30*’ E86 4’ TO
11 POB E177 2’ N1* 46’ E154 58’ S49*30’ W239 37’, also known as 7909 Mann Road
12 (Parcel No. 45L0240001100).

13 2. The Buyer(s) will pay Forty-Five Thousand Dollars (\$45,000.00) for the property, Zero Dollars
14 (\$0.00)_as a down payment/earnest money and the balance of Forty-Five Thousand Dollars
15 (\$45,000.00) by check at closing.

16 3. Special Conditions:

- 17 • Approval by Land Bank Commission
- 18 • Approval by Little Rock City Board
 - 19 1. The Land Bank to pay the City’s closing costs.
 - 20 2. Buyer to pay buyer’s closing costs.
 - 21 3. Buyer to adhere to the following Federal Guidelines on the following
22 properties 7909 Mann Road, if applicable

23
24 **Lots Purchased with Federal Funds**

25 To qualify under Land Bank Programs for lot purchased with any Federal Funds, an applicant’s
26 total household income cannot exceed 80% of the Area Median Income as set forth by the U.S.
27 Department of Housing and Urban Development (HUD) Guidelines. Note: All applicants will
28 be required to submit documentation evidencing total household income to ensure compliance
29 with HUD Income Guideline.

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

32 5. The owner(s) of the above property, hereinafter called Seller(s), shall furnish at Seller’s cost an
33 owner’s policy reflecting merchantable satisfactory to Buyer(s) and/or the Buyer’s attorney, Seller(s)
34 shall have a reasonable time after acceptance within which to furnish Title Insurance. If objections

1 are made to title, Seller(s) shall have a reasonable time to meet the objections or to furnish Title
2 Insurance.

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

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

12 8. Seller(s) shall vacate the property (if applicable) and deliver possession to Buyer(s) on or before one
13 (1)-day after the closing date. Seller(s) agree to pay rent to Buyer(s) of \$ N/A per day until possession
14 is given after the closing date if applicable.

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

19 10. The closing date shall be on or before June 30, 2021.
20
21

22 _____
23 Lashawnda Adams
24 (Buyer)
25 (501) 541-3663
26
27
28
29
30

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

31 _____
32 Date
33 //

_____ Date
34 //

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