

1 **RESOLUTION NO. _____**
2

3 **A RESOLUTION TO TRANSFER TITLE TO JOSE ANTONIO**
4 **RODRIGUEZ VIA SPECIAL WARRANTY DEED FOR PROPERTY**
5 **SOLD BY THE CITY OF LITTLE ROCK, ARKANSAS, TO BE USED**
6 **FOR NEIGHBORHOOD REVITALIZATION PROGRAMS; AND FOR**
7 **OTHER PURPOSES.**
8

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

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

15 **WHEREAS**, Jose Antonio Rodriguez, has indicated his desire to Purchase eighty (80) lots in the
16 Rolling Pines Subdivision from the City of Little Rock (Exhibit B); and,

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

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

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

23 **WHEREAS**, in consideration for One Hundred Sixty Thousand Dollars (\$160,000.00), the City will
24 sell the property for the public purpose of neighborhood development, and,

25 **WHEREAS**, The City of Little Rock will provide Jose Antonio Rodriguez with a Special Warranty
26 Deed (Exhibit A) to the property, and,

27 **WHEREAS**, State Law requires that the City accept the property sale 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 Special Warranty Deed to the property described
32 as 80 lots in the Rolling Pines subdivision in favor of Jose Antonio Rodriguez.

33 **Section 2.** The property will be used for a private purpose to serve the public, specifically to improve
34 the neighborhood with new construction housing (Exhibit C).

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: January 17, 2017**

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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4 **Prepared By:**

5 City of Little Rock

6 500 W. Markham

7 Little Rock, AR 72201

8 **Representative:**

9 Doug Tapp

10 Redevelopment Administrator

12 **SPECIAL WARRANTY DEED**

13 (Sale)

14
15
16 **KNOW ALL MEN BY THESE PRESENTS THAT:**

17
18 **The City of Little Rock, GRANTOR,** for and in consideration of the sum of Ten Dollars
19 (\$10.00) and other good valuable consideration paid by Jose Antonio Rodriguez, an individual,
20 **GRANTEE,** the receipt of which is hereby acknowledged, does hereby grant, convey and warranty unto
21 the Grantee, and unto its heirs and assigns forever, the following described lands in the County of
22 **Pulaski,** State of Arkansas:

23 **Part of the S1/2 SE ¼ of Section 15, T-1-S, R-13-W, Pulaski County, Arkansas, more particularly**
24 **described as: Commencing at the NW corner of said S1/2 SE1/4; thence East along the North line**
25 **of said S1/2 SE1/4 30.0' to the East R/W line of Sardis Road and the point of beginning; thence**
26 **continue East along the North line of said S1/2 SE1/4 2,312.70', thence South 190.0'; thence West**
27 **17.90'; thence South 120.0'; thence S 51 degrees 13' W 43.4'; thence S 74 degrees 38'27'' W 369.4';**
28 **thence S 57 degrees 44' W 134.1'; thence S 24 degrees 36' W 74.0'; thence N 72 degrees 19' W**
29 **323.1'; thence S 52 degrees 00' W 632.7'; thence S 44 degrees 51' W 81.2'; thence S 4 degrees 59' E**
30 **44.0'; thence S 60 degrees 00' W 178.0'; thence South 12.5'; thence 165.0'; thence North 35.0';**
31 **thence W 138.0'; thence South 12.5'; thence N 88 degrees 32' W 160.0'; thence N 1 degree 28' E**
32 **38.2; thence N 88 degrees 32' W 110.0'; thence N 1 degree 28' E 835.0';thence West 200' to the**
33 **point on the East line of Sardis Road, thence N 1 degree 28'E 168.7' to the point of beginning,**
34 **comprising lots 4,5,18,19,23,24,26,27,28,30,31,32,33,47,48,49,50,51,52,53,55,56,57,58,59,60,61,62,64**
35 **65,66,67,68,69,70,71,72,73,76,79,80,81,82,83,84,85,86,87,88,89,90,91,92,98,99,102,111,112,113,114,**

1 115,116,117,118,119,120,121,122,123,124,125,126,127,128,129,130,141,142,143 and 144 of Rolling
2 Pines Subdivision to the City of Little Rock, Pulaski County, Arkansas, LESS and EXCEPT the
3 following lots platted as a part of Rolling Pines Subdivision: Lots 2,3,6,7,8,9,10,11,12,13,14,15,16,17
4 20,21,22,25,29,54,63,77,78,100,101,104,105,106,107,108,109,110,133,134,135,136,137,138,139 and 140,
5 of Rolling Pines Subdivision, Little Rock, Arkansas.

6 To have and to hold the same unto the Grantee and unto its heirs, and assigns forever, with all
7 tenements, appurtenances, and hereditaments thereunto belonging.

8 **The City of Little Rock**, hereby releases and relinquishes unto the Grantee, and unto its heirs and
9 assigns forever, all rights and possibility of curtesy, dower, and homestead in and to such lands.

10
11 WITNESS, my hand and seal the _____ day of _____ 2017.

12
13 **Jose Antonio Rodriguez, GRANTEE**
14 **519 Derek Court**
15 **Alexander, Arkansas 72202**
16

City of Little Rock, GRANTOR
500 W. Markham, Ste. 120W
Little Rock, Arkansas 72201

17 _____
18 **By: Jose Antonio Rodriguez**

_____ **By: Mayor Mark Stodola**
City of Little Rock

19
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21 **DOCUMENTARY TAX STATEMENT**

22 I certify under penalty of false swearing that the legally correct amount of documentary stamps
23 have been placed on this instrument. (If none shown, exempt or no consideration paid.)
24
25

26 **City of Little Rock**
27 **500 W. Markham**
28 **Little Rock, Arkansas 72201**
29

30 _____
31 **By: Doug Tapp**
32 **Redevelopment Administrator**
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1 **ACKNOWLEDGEMENT**

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3 **STATE OF ARKANSAS)**

4 **)SS**

5 **COUNTY OF PULASKI)**

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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, **Doug Tapp, Redevelopment**
9 **Administrator**, duly authorized to act on behalf of **The City of Little Rock**, known to me as the
10 **Grantor** in the foregoing Deed, and acknowledged that he has executed the same for the consideration
11 and purposes therein mentioned and set forth.

12
13 WITNESS my hand and seal as such notary public this _____ day of _____,2017

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17 _____
18 Notary Public

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20 My Commission expires: _____

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EXHIBIT B

City of Little Rock Land Bank ROLLING PINES SUBDIVISION

	Parcel No.	Property Address	Property Details	Funding Source Used**
1	45L0890400400	9908 Woodland Drive (Lot 4)	Vacant Lot (9,204 sq. ft.)	City
2	45L0890400500	9902 Woodland Drive (Lot 5)	Vacant Lot (8,940 sq. ft.)	City
3	45L0890401800	9604 Woodland Drive (Lot 18)	Vacant Lot (7,437 sq. ft.)	City
4	45L0890401900	9602 Woodland Drive (Lot 19)	Vacant Lot (7,686 sq. ft.)	City
5	45L0890402300	9508 Woodland Drive (Lot 23)	Vacant Lot (8,450 sq. ft.)	City
6	45L0890402400	9500 Woodland Drive (Lot 24)	Vacant Lot (8,450 sq. ft.)	City
7	45L0890402600	9418 Woodland Drive (Lot 26)	Vacant Lot (8,450 sq. ft.)	City
8	45L0890402700	9412 Woodland Drive (Lot 27)	Vacant Lot (8,450 sq. ft.)	City
9	45L0890402800	9408 Woodland Drive (Lot 28)	Vacant Lot (8,450 sq. ft.)	City
10	45L0890403000	Woodland Drive (Lot 30)	Vacant Lot (10,454 sq. ft.)	City
11	45L0890403100	Woodland Drive (Lot 31)	Vacant Lot (10,454 sq. ft.)	City
12	45L0890403200	Woodland Drive (Lot 32)	Vacant Lot (10,454 sq. ft.)	City
13	45L0890403300	Woodland Drive (Lot 33)	Vacant Lot (10,454 sq. ft.)	City
14	45L0890404700	Woodland Drive (Lot 47)	Vacant Lot (11,326 sq. ft.)	City
15	45L0890404800	Woodland Drive (Lot 48)	Vacant Lot (13,068 sq. ft.)	City
16	45L0890404900	Woodland Drive (Lot 49)	Vacant Lot (14,810 sq. ft.)	City
	45L0890405000	Woodland Drive	Vacant Lot	City

	Parcel No.	Property Address	Property Details	Funding Source Used**
17		(Lot 50)	(16,553 sq. ft.)	
18	45L0890405100	Woodland Drive (Lot 51)	Vacant Lot (18,295 sq. ft.)	City
19	45L0890405200	Woodland Drive (Lot 52)	Vacant Lot (11,895 sq. ft.)	City
20	45L0890405300	Woodland Drive (Lot 53)	Vacant Lot (7,800 sq. ft.)	City
21	45L0890405500	Woodland Court (Lot 55)	Vacant Lot (14,810 sq. ft.)	City
22	45L0890405600	Woodland Court (Lot 56)	Vacant Lot (16,117 sq. ft.)	City
23	45L0890405700	Woodland Court (Lot 57)	Vacant Lot (12,197 sq. ft.)	City
24	45L0890405800	Woodland Court (Lot 58)	Vacant Lot (8,712 sq. ft.)	City
25	45L0890405900	Woodland Court (Lot 59)	Vacant Lot (14,375 sq. feet)	City
26	45L0890406000	Woodland Court (Lot 60)	Vacant Lot (10,454 sq. feet)	City
27	45L0890406100	9501 Woodland Drive (Lot 61)	Vacant Lot (9,600 sq. ft.)	City
28	45L0890406200	9509 Woodland Drive (Lot 62)	Vacant Lot (7,800 sq. ft.)	City
29	45L0890406400	Clay Street (Lot 64)	Vacant Lot (12,632 sq. ft.)	City
30	45L0890406500	Clay Street (Lot 65)	Vacant Lot (14,113 sq. ft.)	City
31	45L0890406600	Clay Street (Lot 66)	Vacant Lot (11,761 sq. ft.)	City
32	45L0890406700	Clay Street (Lot 67)	Vacant Lot (11,761 sq. ft.)	City
33	45L0890406800	Clay Street (Lot 68)	Vacant Lot (11,761 sq. ft.)	City
34	45L0890406900	Clay Street (Lot 69)	Vacant Lot (11,761 sq. ft.)	City
37	45L0890407200	Clay Street (Lot 72)	Vacant Lot (13,068 sq. ft.)	City

	Parcel No.	Property Address	Property Details	Funding Source Used**
38	45L0890407300	Clay Street (Lot 73)	Vacant Lot (9,583 sq. ft.)	City
39	45L0890407600	Clay Street (Lot 76)	Vacant Lot (11,326 sq. ft.)	City
40	45L0890407900	Clay Street (Lot 79)	Vacant Lot (14,810 sq. ft.)	City
41	45L0890408000	Clay Street (Lot 80)	Vacant Lot (19,166 sq. ft.)	City
42	45L0890408100	Clay Street (Lot 81)	Vacant Lot (16,117 sq. ft.)	City
43	45L0890408200	Clay Street (Lot 82)	Vacant Lot (14,375 sq. ft.)	City
44	45L0890408300	Clay Street (Lot 83)	Vacant Lot (14,810 sq. ft.)	City
45	45L0890408400	Clay Street (Lot 84)	Vacant Lot (10,019 sq. ft.)	City
46	45L0890408500	Clay Court (Lot 85)	Vacant Lot (17,860 sq. ft.)	City
47	45L0890408600	Clay Court (Lot 86)	Vacant Lot (16,553 sq. ft.)	City
48	45L0890408700	Clay Court (Lot 87)	Vacant Lot (10,019 sq. ft.)	City
49	45L0890408800	Clay Court (Lot 88)	Vacant Lot (14,810 sq. ft.)	City
50	45L0890408900	Clay Court (Lot 89)	Vacant Lot (11,326 sq. ft.)	City
51	45L0890409000	Clay Street (Lot 90)	Vacant Lot (10,890 sq. ft.)	City
52	45L0890409100	Clay Street (Lot 91)	Vacant Lot (12,632 sq. ft.)	City
53	45L0890409200	Clay Street (Lot 92)	Vacant Lot (13,068 sq. ft.)	City
54	45L0890409800	9601 Woodland Drive (Lot 98)	Vacant Lot (11,529 sq. ft.)	City
55	45L0890409900	9603 Woodland Drive (Lot 99)	Vacant Lot (6,800 sq. ft.)	City
56	45L0890410200	9613 Woodland Drive (Lot 102)	Vacant Lot	City

	Parcel No.	Property Address	Property Details	Funding Source Used**
			(8,588 sq. ft.)	
57	45L0890411100	9813 Woodland Drive (Lot 111)	Vacant Lot (8,968 sq. ft.)	City
58	45L0890411200	Marietta Drive (Lot 112)	Vacant Lot (9,583 sq. ft.)	City
59	45L0890411300	Marietta Drive (Lot 113)	Vacant Lot (9,583 sq. ft.)	City
60	45L0890411400	Marietta Drive (Lot 114)	Vacant Lot (9,583 sq. ft.)	City
61	45L0890411500	Marietta Drive (Lot 115)	Vacant Lot (10,019 sq. ft.)	City
62	45L0890411600	Marietta Court (Lot 116)	Vacant Lot (9,147 sq. ft.)	City
63	45L0890411700	Marietta Court (Lot 117)	Vacant Lot (8,712 sq. ft.)	City
64	45L0890411800	Marietta Court (Lot 118)	Vacant Lot (14,810 sq. ft.)	City
65	45L0890411900	Marietta Court (Lot 119)	Vacant Lot (12,632 sq. ft.)	City
66	45L0890412000	Marietta Court (Lot 120)	Vacant Lot (16,117 sq. ft.)	City
67	45L0890412100	Marietta Court (Lot 121)	Vacant Lot (10,454 sq. ft.)	City
68	45L0890412200	Marietta Court (Lot 122)	Vacant Lot (9,147 sq. ft.)	City
69	45L0890412300	Marietta Court (Lot 123)	Vacant Lot (8,276 sq. ft.)	City
70	45L0890412400	Marietta Court (Lot 124)	Vacant Lot (9,583 sq. ft.)	City
71	45L0890412500	Marietta Court (Lot 125)	Vacant Lot (8,276 sq. ft.)	City
72	45L0890412600	Marietta Court (Lot 126)	Vacant Lot (8,712 sq. ft.)	City
73	45L0890412700	Marietta Drive (Lot 127)	Vacant Lot (9,583 sq. ft.)	City
	45L0890412800	Marietta Drive	Vacant Lot	City

	Parcel No.	Property Address	Property Details	Funding Source Used**
74		(Lot 128)	(8,276 sq. ft.)	
75	45L0890412900	Marietta Drive (Lot 129)	Vacant Lot (8,276 sq. ft.)	City
76	45L0890413000	Marietta Drive (Lot 130)	Vacant Lot (8,712 sq. ft.)	City
77	45L0890414100	Marietta Drive (Lot 141)	Vacant Lot (7,405 sq. ft.)	City
78	45L0890414200	Marietta Drive (Lot 142)	Vacant Lot (7,405 sq. ft.)	City
79	45L0890414300	Marietta Drive (Lot 143)	Vacant Lot (6,969 sq. ft.)	City
80	45L0890414400	9901 Woodland Drive (Lot 144)	Vacant Lot (8,470 sq. ft.)	City

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2 **EXHIBIT C**

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4 **OFFER AND ACCEPTANCE**

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6 1. The undersigned, Rolling Pines REI, LLC., 519 Derek Court., Alexander, AR 72202, herein
7 called the "Buyer(s)" offer(s) to buy, subject to the terms set forth herein, the following property
8 from the City of Little Rock Land Bank, 500 West Markham Street, Room 120, Little Rock, AR
9 72201, herein called the "Seller(s)".

10 **Part of the S1/2 SE 1/4 of Section 15, T-1-S, R-13-W, Pulaski County, Arkansas, more**
11 **particularly described as: Commencing at the NW corner of said S1/2 SE1/4; thence East**
12 **along the North line of said S1/2 SE1/4 30.0' to the East R/W line of Sardis Road and the**
13 **point of beginning; thence continue East along the North line of said S1/2 SE1/4 2,312.70',**
14 **thence South 190.0'; thence West 17.90'; thence South 120.0'; thence S 51 degrees 13' W**
15 **43.4'; thence S 74 degrees 38'27" W 369.4'; thence S 57 degrees 44' W 134.1'; thence S 24**
16 **degrees 36' W 74.0'; thence N 72 degrees 19' W 323.1'; thence S 52 degrees 00' W 632.7';**
17 **thence S 44 degrees 51' W 81.2'; thence S 4 degrees 59' E 44.0'; thence S 60 degrees 00' W**
18 **178.0'; thence South 12.5'; thence 165.0'; thence North 35.0'; thence W 138.0'; thence South**
19 **12.5'; thence N 88 degrees 32' W 160.0'; thence N 1 degree 28' E 38.2; thence N 88 degrees**
20 **32' W 110.0'; thence N 1 degree 28' E 835.0';thence West 200' to the point on the East line**
21 **of Sardis Road, thence N 1 degree 28'E 168.7' to the point of beginning, comprising lots**
22 **4,5,18,19,23,24,26,27,28,30,31,32,33,47,48,49,50,51,52,53,55,56,57,58,59,60,61,62,64,65,66,67,**
23 **68,69,70,71,72,73,76,79,80,81,82,83,84,85,86,87,88,89,90,91,92,98,99,102,111,112,113,114,115,**
24 **116,117,118,119,120,121,122,123,124,125,126,127,128,129,130,141,142,143 and 144 of**
25 **Rolling Pines Subdivision to the City of Little Rock, Pulaski County, Arkansas,**
26 **LESS and EXCEPT the following lots platted as a part of Rolling Pines Subdivision: Lots**
27 **1,2,3,6,7,8,9,10,11,12,13,14,15,16,17,20,21,22,25,29,54,63,77,78,100,101,104,105,106,107,108,1**
28 **09,110,133,134,135,136,137,138,139 and 140, of Rolling Pines Subdivision, Little Rock,**
29 **Arkansas**

30 2. The Buyer(s) will pay One Hundred Sixty Thousand Dollars (\$160,000.00) for the property, One
31 Thousand Dollars (\$1,000.00) as a down payment/earnest money and the balance of One
32 Hundred Fifty-Nine Thousand Dollars (\$159,000.00) as follows:

33 Check at closing

34 3. Special Conditions:

- 35 • Approval by Land Bank Commission (December 21, 2016)

- 1 • Approval by Little Rock City Board
- 2 • Buyer and Seller to pay their own closing fees
- 3 • Amendment to Bill of Assurance Rolling Pines Subdivision PHASE III – Filed May 12, 2015
- 4 as Instrument No. 2015028029, which adds the following provisions
- 5 A. Only one (1) single-family home may be constructed on any of the said lots.
- 6 B. No manufactured home or multi-sectional manufactured home may be moved onto or
- 7 placed on any of the said lots of use as a temporary or permanent residence.
- 8 C. No trailer, motor home, mobile home or structure of a temporary character shall at
- 9 any time be used or occupied on any of the said lots in any manner, whether
- 10 temporary or permanently.
- 11 D. These covenants and restrictions are to run with the land and shall be binding on all
- 12 persons and/or parties claiming under them for a period of thirty years from the date
- 13 these covenants and restrictions are recorded, after which time said covenants and
- 14 restrictions shall be automatically extended for successive periods of ten years, unless
- 15 an instrument signed by a majority of the then owners of the lots has been recorded,
- 16 agreeing to change said covenants and restrictions in whole or in part.
- 17 E. These covenants and restrictions shall not be amended, cancelled, or supplemented
- 18 unless an instrument signed by at least eighty percent (80%) of the owners of the said
- 19 lots is placed on record agreeing to change the covenants and restrictions in whole or
- 20 in part and any change must be approved by the Little Rock Planning Commission.
- 21 F. No Further Amendment. All other provisions contained in the previous Bill of
- 22 Assurance, filed on March 19, 2013, as Instrument No. 2013020438, shall hereby
- 23 remain in full force and effect and are hereby unaffected by this Amendment.
- 24 • Buyer will develop ten (10) properties within the first two years of purchase, contingent upon
- 25 developer obtaining financing
- 26 • Buyer will not extend Woodland Drive to Heinke Road
- 27 4. Conveyance shall be made to Buyer(s), or as directed by Buyer(s), by Special Warranty Deed
- 28 except it shall be subject to recorded restrictions and easements, if any, and subdivision amended
- 29 covenants of 2015.
- 30 5. The owner(s) of the above property, hereinafter called Seller(s), shall furnish at Seller’s cost an
- 31 owner’s policy reflecting merchantable satisfactory to Buyer(s) and/or the Buyer’s attorney,
- 32 Seller(s) shall have a reasonable time after acceptance within which to furnish title insurance. If
- 33 objections are made to title, Seller(s) shall have a reasonable time to meet the objections or to
- 34 furnish title insurance.

6. Buyer herewith tenders One Thousand Dollars (\$1,000.00) 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 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 _____.

(Seller)

(Buyer)

 Doug Tapp, Redevelopment Administrator
 City of Little Rock Land Bank
 (501) 371-4848

 Rolling Pines REI, LLC Managing Partner
 Jose Antonio Rodriguez
 (713) 503-8569

 Date

 Date

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