

1 **Section 2.** The property will be used for a private purpose to serve the public, specifically to improve
2 City Revitalization Programs.

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

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9 the provisions of this resolution are hereby repealed to the extent of such inconsistency.

10 **ADOPTED: December 1, 2020**

11 **ATTEST:**

APPROVED:

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13 _____
14 **Susan Langley, City Clerk**

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

15 **APPROVED AS TO LEGAL FORM:**

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17 _____
18 **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
10 Redevelopment Administrator – Land Bank

11
12 **QUIT-CLAIM DEED**

13 **(Donation by Government Agency)**

14
15 The City of Little Rock, Arkansas, a municipal corporation, GRANTOR, (defined as the
16 "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable
17 consideration paid by Myron R. Jackson, Grantee, whose tax mailing address is located at 400 West
18 Capitol, Suite 1802, Little Rock, Arkansas, does grant a Quit-Claim Deed to Grantee(s) and their
19 applicable heirs, beneficiaries, administrators, executor, successors, and assigns the following parcels of
20 real properties (defined as the "Properties"), so long as Grantee(s) abide by all provisions described in this
21 Quit-Claim Deed, but subject to:

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

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

27 (iii) Grantor’s reversionary rights;

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

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

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

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

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

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

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

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

7
8 **LEGAL DESCRIPTION**

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

12 **Lot 3 Block 6 Martin T B Addition W10’ of 3 & W 20” of E 40’ of N70’ of 3 & All of**
13 **4 6, known as 3515 West 11th Street (Parcel No. 34L0840005100); Lot 2 Block 4**
14 **Powers RC Powers W 34 & ½ of 2 4, known as 3519 West 11th Street, (Parcel No.**
15 **34L0860001600); and Lot 3 Block 14 Forest Hill, known as 3911 West 11th Street,**
16 **(Parcel No. 34L0760013100).**

17
18 **TERMS & CONDITIONS**

19
20 **I. COVENANTS RUNNING WITH THE LAND, SUCCESSORS & ASSIGNS:**

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

23 (i) burdening, benefitting, and running with the land of the Properties; and,

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

30 **2. REQUIREMENTS & RESTRICTIONS:**

31 Grantee(s), in further consideration of Grantor granting the Property to Grantee(s), covenant to
32 perform and abide by the following requirements and restrictions after this Quit-Claim Deed's date of
33 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 Properties to
13 Grantee(s); and

14 **(ii)** the Agreement executed between Grantor and Grantee(s), which Grantor also relied upon
15 the Agreement to execute this Quit-Claim Deed granting the Properties 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 Properties in
20 the 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 Properties;

24 **(ii)** take possession of the Properties; 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 Properties chain-of-title giving public notice of the
27 Properties 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 City of Little Rock City Attorney, confirming and perfecting the Properties
31 reversion to Grantor in addition to the affidavit described in this section.

32 **FURTHER,** the Grantor covenants with the Grantee completed construction for the
33 properties that will make the property safe and in code compliant condition in at least two (2)
34 years from closing. Failure to complete construction for the property that will make the properties

1 safe and in code compliant condition in at least two (2) years from closing shall cause the
2 property to revert to the Grantor at no cost.

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

9 (i) all rights, title, interest, and estate to any improvement(s) on the Properties immediately
10 vests with Grantor; and

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

14 **4. RESERVATIONS:**

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

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

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

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

25 **5. RELEASE:**

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

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

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

34

1 **6. RIGHTS & REMEDIES:**

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

13 **7. NON-WAIVER:**

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

18 (i) reduced to writing; and,

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

21 (iii) recorded in the Properties chain-of-title.

22 **8. SEVERABILITY:**

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

26
27 **GRANTOR'S EXECUTION**

28
29 Grantor, City of Little Rock, Pulaski County, Arkansas, a municipal corporation, by its authorized
30 representative, Frank Scott, Jr., Mayor of the City of Little Rock, Arkansas, pursuant to authority granted
31 by City of Little Rock, Board of Directors, does voluntarily acknowledge this Quit-Claim Deed on behalf
32 of Grantor on the effective date below.

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

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

8 ACKNOWLEDGEMENT

9
10 STATE OF ARKANSAS)

11)) SS

12 COUNTY OF PULASKI)

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

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

20
21
22 _____
23 Notary Public
24

25 My Commission expires: _____
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29 _____
30 By: Myron R. Jackson

31
32 On this day came before me, the undersigned, a notary public within and for the County and State
33 aforesaid, duly commissioned and acting personally appeared, Myron R. Jackson, known to me as the
34 Grantees in the foregoing Deed, and acknowledged that they have executed the same for the consideration
35 and purposes therein mentioned and set forth.

36 WITNESS, my hand and seal the _____ day of _____ 2020.
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Notary Public

My Commission expires: _____

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

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, 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: _____

1 **Exhibit B**

2
3 **OFFER AND ACCEPTANCE**

4
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 3 Block 6 Martin T B Addition W10’ of 3 & W 20” of E 40’ of N70’ of 3 & All of 4 6,**
11 **known as 3515 West 11th Street (Parcel No. 34L0840005100); Lot 2 Block 4 Powers RC**
12 **Powers W 34 & ½ of 2 4, known as 3519 West 11th Street, (Parcel No. 34L0860001600);**
13 **and Lot 3 Block 14 Forest Hill, known as 3911 West 11th Street, (Parcel No.**
14 **34L0760013100).**

15 2. The Buyer(s) will pay Three Thousand, Five Hundred Dollars (\$3,500.00) for the properties,
16 \$0.00 as a down payment/earnest money and the balance of Three Thousand, Five Hundred
17 Dollars (\$3,500.00) by check at closing.

18 3. Special Conditions:

- 19 • Approval by Land Bank Commission
- 20 • Approval by Little Rock City Board of Directors
 - 21 1. The Land Bank to pay the Citys closing costs
 - 22 2. Buyer to pay buyers closing costs

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

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

29 6. Buyer herewith tenders \$0.00 as earnest money, to become part of purchase price upon acceptance.
30 This sum shall be held by Buyer(s)/Agent/Title Company and if offer is not accepted or if title
31 requirements are not fulfilled, it shall be promptly returned to Buyer(s). If after acceptance, Buyer(s)
32 fail to fulfill his/her/their obligation(s), the earnest money may become liquidated damages, which

1 fact shall not preclude Seller(s) or Agent from asserting other legal rights which they may have
2 because of such breach.

- 3 7. Taxes and special assessments, due on or before one (1)-day after the closing date shall be paid by the
4 Seller(s). Current general taxes and special assessments shall be pro-rated as of closing date based
5 upon the last tax statement. Insurance, interest and rental payments shall be pro-rated as of closing
6 date.
- 7 8. Seller(s) shall vacate the property (if applicable) and deliver possession to Buyer(s) on or before one
8 (1)-day after the closing date. Seller(s) agree to pay rent to Buyer(s) of \$ N/A per day until possession
9 is given after the closing date if applicable.
- 10 9. Buyer(s) certifies that he or she has/they have inspected the property and he or she is /they are not
11 relying upon any warranties, representations or statements of the Seller(s)/Agent as to age or physical
12 condition of improvements. The risk of loss or damage to the property by fire or other casualties
13 occurring up to the time of transfer of title on the closing date is assumed by the Seller(s).
- 14 10. The closing date shall be on or before January 31, 2021.

17 _____
18 Myron R. Jackson
19 (Buyer)
20 (501) 247-5055

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

25 _____
26 Date

_____ Date

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