1	RESOLUTION NO
2	
3	A RESOLUTION TO TRANSFER TITLE OF THE PROPERTY
4	LOCATED AT 7909 MANN ROAD, FROM THE CITY OF LITTLE
5	ROCK, ARKANSAS, TO LASHAWNDA ADAMS, TO BE USED FOR
6	NEIGHBORHOOD REVITALIZATION PROGRAMS; AND FOR OTHER
7	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 is it required that properties be obtained and sold by the
14	City in areas that are appropriate for revitalization; and,
15	WHEREAS, Lashawnda Adams has indicated a desire to purchase from the City of Little Rock,
16	Arkansas, for the property located at 7909 Mann Road; and,
17	WHEREAS, City Staff has acquired the property through a donation and no significant title issues;
18	and,
19	WHEREAS, the City has performed an environmental assessment of the property pursuant to 24
20	C.F.R. § 58, et seq. (2003), which revealed no environmental problems; and,
21	WHEREAS, in consideration for transfer of the property for the public purpose of neighborhood
22	revitalization, and,
23	WHEREAS, the City of Little Rock will provide Lashawnda Adams with a Quit-Claim Deed to the
24	property, attached as Quit-Claim Deed and to include stipulations set forth in the attached agreement,
25	labeled Exhibit A and Offer and Acceptance, labeled Exhibit B; and,
26	WHEREAS, Arkansas State Law requires that the City transfer the property by resolution adopted by
27	the Board of Directors.
28	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY
29	OF LITTLE ROCK, ARKANSAS:
30	Section 1. The Board of Directors hereby will donate the property by Quit-Claim Deed described as
31	7909 Mann Road, to Lashawnda Adams
32	Section 2. The property will be used for a private purpose to serve the public, specifically to improve
33	City Revitalization Programs.

1	Section 5. Severability. In the event any tr	tie, section, paragraph, hem, semence, clause, phrase, or		
2	word of this resolution is declared or adjudged	d 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, re	esolutions, or parts of the same that are inconsistent with		
7	the provisions of this resolution are hereby repea	led to the extent of such inconsistency.		
8	ADOPTED: July 20, 2021			
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			
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1	Exhibit A
2	
3 4 5 6 7	Prepared By: Shawn A. Overton, Deputy City Attorney City of Little Rock 500 West Markham Street 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 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	(ix) all provisions described in this Quit-Claim Deed; and,
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	Property is situated in the State of Arkansas, County of Pulaski, City of Little Rock, and further being
11	described hereof.
12	PT N1/2 S1/2 N ½ NE NE BEG SW COR N1/2 NE NE N109 7' N49*30*' E86 4' TO
13	POB E177 2' N1* 46' E154 58' S49*30' W239 37', also known as 7909 Mann Road
14	(Parcel No. 45L0240001100).
15	
16	TERMS & CONDITIONS
17	
18	I. <u>COVENANTS RUNNING WITH THE LAND, SUCCESSORS & ASSIGNS</u> :
19	Grantee(s), except to the extent released by Grantor, agrees all provisions described in this Quit
20	Claim Deed are covenants forever:
21	(i) burdening, benefitting, and running with the land of the Property; and,
22	(ii) inuring and binding to the benefit and detriment of Grantor and Grantee(s) and
23	his/her/their/its respective, applicable heirs, beneficiaries, administrators, executors, successors,
24	and assigns. Accordingly, Grantee(s) and his/her/their/its applicable heirs, beneficiaries,
25	administrators, executors, successors, and assigns agree that either Grantee(s) use of the Property
26	or recordation of this Quit-Claim Deed are each deemed actions of Grantee(s) acceptance of all
27	provisions described in this Quit-Claim Deed.
28	2. REQUIREMENTS & RESTRICTIONS:
29	Grantee(s), in further consideration of Grantor granting the Property to Grantee(s), covenant to
30	perform and abide by the following requirements and restrictions after this Quit-Claim Deed's date of
31	execution:
32	2.1 REAL ESTATE TAXES & ASSESSMENTS. For a period of five (5) years, pay all of the
33	Property's Real Property Tayes and assessments becoming due and payable

- **2.2 DELINQUENCY.** Prohibit the Property from suffering any type of delinquency, tax liens, or incur any other associated penalties.
 - **2.3 ADVERTISING.** Prohibit the construction of any billboards or advertising material on the Property, except for identification signs permitted by Grantor under the Columbus City Graphics Code.
 - **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.

3. <u>DEFAULT. REVERSION & IMPROVEMENT(S)</u>:

- **3.1 DEFAULT.** Grantee(s), in addition to the provisions described in this Quit-Claim Deed, is required to perform and adhere to all of the provisions described:
 - (i) in Grantee(s) completed Applications that Grantee(s) submitted to Grantor, which Grantor relied upon the Applications to execute this Quit-Claim Deed granting the Property to Grantee(s); and,
 - (ii) the Agreement executed between Grantor and Grantee(s), which Grantor also relied upon the Agreement to execute this Quit-Claim Deed granting the Property to Grantee(s). Accordingly. Grantee(s) default if Grantee(s) (a) violate any one or more of the provisions contained in this Quit-Claim Deed, Applications, or Agreement, and (b) fail to cure the default within thirty (30) days after Grantor's written notice of the default to Grantee(s).
- **3.2 REVERSION.** Grantor expressly reserves to itself a reversionary interest in the Property in the event or a default by Grantee(s) of any provisions contained in this Quit-Claim Deed, Applications, or Agreement. Upon Grantee(s) default of any provisions described in this Quit-Claim Deed, Applications, or Agreement but at Grantor's sole option and discretion. Grantor reserves the rights to:
 - (i) enter the Property; and,
 - (ii) take possession of the Property; and,
 - (iii) revest the Property in the name of Grantor by executing and recording an "Affidavit on Facts Relating to Title" of record in the Property's chain-of-title giving public notice of the Property's reversion to Grantor. Grantee(s), upon Grantor's notice to Grantee(s) of Grantee(s) default of any provisions described in this Quit-Claim Deed, Applications, or Agreement is required to execute and deliver a recordable deed instrument of conveyance to Grantor, as approved by the City of Little Rock City Attorney, confirming and perfecting the Property's reversion to Grantor in addition to the affidavit described in this section.

- **FURTHER**, the Grantor covenants with the Grantee completed construction for the property that will make the property safe and in code compliant condition in at least two (2) years from closing. Failure to complete construction for the property that will make the property safe and in code compliant condition in at least two (2) years from closing shall cause the property to revert to the Grantor at no cost.
- **3.3 IMPROVEMENT(S).** Grantee(s) agree that any improvement(s) on the Property immediately attach and become part of the Property; however. in the event Grantor exercises its reversionary rights, Grantor's revesting of the title in the Property is subject and does not defeat, invalidate, or limit the lien of any mortgage(s) financing the construction of any improvement(s) on the Property during Grantee(s) ownership or the Property. In the event Grantor exercises its reversionary rights to the Property, then:
 - (i) all rights, title, interest, and estate to any improvement(s) on the Property immediately vests with Grantor; and,
 - (ii) Grantee(s) will be prohibited from possessing any rights or claims against Grantor for contribution, compensation, or reimbursement for any of the improvement(s) on the Property during Grantee(s) ownership of the Property.

4. RESERVATIONS:

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

- (i) any existing public right-of-way(s) and highway(s) on the Property; and,
- (ii) all previously recorded or platted easement(s) reservation(s), condition(s), restriction(s), right-of-way(s), highway(s), or other right(s) benefitting Grantor but predating Grantor's present ownership of the Property, unless otherwise specifically released by Grantor in a separate instrument of record in the Property's chain-of-title; and,
- (iii) easement rights for the benefit and necessity of all existing public utilities located in, on, over, under, or through the Property as of the execution date of this Quit-Claim Deed.

5. RELEASE:

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

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

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

6. RIGHTS & REMEDIES:

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

7. NON-WAIVER:

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

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

8. <u>SEVERABILITY</u>:

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

GRANTOR'S EXECUTION

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

1 2 3 4	City of Little Rock, GRANTOR 500 West Markham Street Little Rock, Arkansas 72201
5	B. E. I.S. 44 I. M.
6	By: Frank Scott, Jr., Mayor
7	A CIVNOWI EDGEMENT
8	ACKNOWLEDGEMENT STATE OF ARKANSAS)
9 10	STATE OF ARKANSAS))) SS
11	COUNTY OF PULASKI)
12	COUNT OF TULASKI)
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	1 done
24	My Commission expires:
25	
26	
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28 29	By: Lashawnda Adams
30	
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32	
33	$^{\prime\prime}$
34	$^{\prime\prime}$
35	$^{\prime\prime}$
36	$^{\prime\prime}$
37	$^{\prime\prime}$

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 Stat
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 16	Notary Public
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	been placed on this instrument. (If none shown, exempt of no consideration paid.)
25	City of Little Rock
26	500 West Markham Street, Suite 120W
27	Little Rock, Arkansas 72201
28	
29	Property E. Donne, Dodanska, and Administration
30 31	By: Ruby E. Dean, Redevelopment Administrator
32	$^{\prime\prime}$
33	$^{\prime\prime}$
34	$^{\prime\prime}$
35	$^{\prime\prime}$
36	$^{\prime\prime}$

1	ACKNOWLEDGEMENT
2	STATE OF ARKANSAS)
3)) SS
4	COUNTY OF PULASKI)
5	
6	On this day came before me, the undersigned, a Notary Public within and for the County and Stat
7	aforesaid, duly commissioned and acting personally appeared, Ruby E. Dean, Redevelopment
8	Administrator, City of Little Rock, Arkansas.
9	WITNESS my hand and seal as such Notary Public this day of, 2021.
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12	Notowy Dublic
13 14	Notary Public
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16	My Commission expires:
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1		EXHIBIT A
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3		OFFER AND ACCEPTANCE
4		
5	Th	e 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 <u>check at closing.</u>
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

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

 Insurance.

 Buyer herewith tenders Zero Dollars (\$0.00) 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
- 8 because of such breach.

37

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- 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
- 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
- 13 (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
- 17 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).
- 19 10. The closing date shall be on or before June 30, 2021.

20 21 22 Lashawnda Adams Ruby E. Dean, Redevelopment Administrator 23 24 (Buyer) City of Little Rock Land Bank (Representative of Seller) 25 (501) 541-3663 26 rdean@littlerock.gov 27 (501) 371-4848 28 29 30 31 Date Date 32 // 33 // 34 // 35 // 36 //