

1 **RESOLUTION NO. _____**

2

3 **A RESOLUTION TO DONATE TITLE TO HOUSEABOUTIT**
4 **COMMUNITY & ECONOMIC DEVELOPMENT AGENCY VIA**
5 **QUITCLAIM DEED FOR PROPERTIES DONATED BY THE CITY OF**
6 **LITTLE ROCK, ARKANSAS, TO BE USED FOR NEIGHBORHOOD**
7 **REVITALIZATION PROGRAMS; AND FOR OTHER PURPOSES.**

8

9 **WHEREAS**, the Board of Directors has stated as one of its goals a desire to provide for neighborhood
10 revitalization, and has taken special efforts to accomplish this goal through its use of various City and
11 Federal Funds, and in affirmative actions such as the creation of a Land Bank 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**, Houseaboutit Community & Economic Development Agency has indicated a desire to
15 accept donations from the City of Little Rock, Arkansas, for the properties located at 2004 South Pulaski
16 Street and 2004-½ South Pulaski Street; and,

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

19 **WHEREAS**, City Staff has acquired the property through the State Land Commissioner and no
20 significant title issues; and,

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

23 **WHEREAS**, in consideration for donation of the property for the public purpose of neighborhood
24 revitalization, and,

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

27 **WHEREAS**, Arkansas State Law requires that the City donate the property by resolution adopted by
28 the 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 will donate properties by quitclaim deed described as 2004
32 South Pulaski Street & 2004-½ South Pulaski Street in favor of Houseaboutit Community & Economic
33 Development Agency.

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: November 5, 2019**

11 **ATTEST:**

APPROVED:

12
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, Redevelopment Administrator – Land Bank
10

11 **QUITCLAIM DEED**

12 **(Donation by Government Agency)**

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14
15 The City of Little Rock, Arkansas, a municipal corporation, GRANTOR, (defined as the "Grantor"),
16 for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid
17 by Houseaboutit Community & Economic Development Agency, Arkansas, a non-profit organization,
18 (Defined by the "Grantee(s)"), whose tax mailing address is located at P.O. Box 4342, Little Rock, AR
19 72214, does grant a Quit-Claim Deed to Grantee(s) and their applicable heirs, beneficiaries, administrators,
20 executor, successors, and assigns the following parcels of real property (defined as the "Property"), so long
21 as Grantee(s) abide by all provisions described in this 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 Property's chain-of-title;

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

26 (iii) Grantor's reversionary rights;

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

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

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

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

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 released
35 by Grantor in a separate instrument of record in the Property's chain-of-title;

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

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

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

6
7 **LEGAL DESCRIPTION**

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

10 **Lot 11, Block 41, Weldon E. Wright’s Addition to the City of Little Rock, Pulaski**
11 **County, Arkansas. Parcel No. 34L2020041100 - 2004 South Pulaski Street, Little**
12 **Rock, Arkansas, 72202, east forty (40) feet of Lot 1, Block 7, Fleming & Bradford**
13 **Subdivision to the City of Little Rock, Pulaski County, Arkansas. Parcel No.**
14 **34L1950008700 - 2004 ½ South Pulaski Street, Little Rock, Arkansas 72202**

15
16 **TERMS & CONDITIONS**

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

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

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

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

27 **2. REQUIREMENTS & RESTRICTIONS:**

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

30 **2.1 REAL ESTATE TAXES & ASSESSMENTS.** For a period of five (5) years, pay all of
31 the Property's Real Property Taxes and assessments becoming due and payable.

32 **2.2 DELINQUENCY.** Prohibit the Property from suffering any type of delinquency, tax
33 liens, or incur any other associated penalties.

1 **2.3 ADVERTISING.** Prohibit the construction of any billboards or advertising material on
2 the Property, except for identification signs permitted by Grantor under the Columbus City
3 Graphics Code.

4 **2.4 UNLAWFUL ACTIVITY.** Prohibit the occurrence of any unlawful activity on the
5 Property.

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

7 **3.1 DEFAULT.** Grantee(s), in addition to the provisions described in this Quitclaim Deed,
8 is required to perform and adhere to all of the provisions described:

9 **(i)** in Grantee(s) completed Applications that Grantee(s) submitted to Grantor, which Grantor
10 relied upon the Applications to execute this Quitclaim Deed granting the Property to Grantee(s);
11 and

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

17 **3.2 REVERSION.** Grantor expressly reserves to itself a reversionary interest in the Property
18 in the event or a default by Grantee(s) of any provisions contained in this Quitclaim Deed,
19 Applications, or Agreement. Upon Grantee(s) default of any provisions described in this Quitclaim
20 Deed, Applications, or Agreement but at Grantor's sole option and discretion. Grantor reserves the
21 rights to:

22 **(i)** enter the Property;

23 **(ii)** take possession of the Property; and

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

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

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

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

9 (i) all rights, title, interest, and estate to any improvement(s) on the Property immediately vests
10 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 Property
13 during Grantee(s) ownership of the Property.

14 **4. RESERVATIONS:**

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

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

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

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

26 **5. RELEASE:**

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

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

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

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

14 **7. NON-WAIVER:**

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

20 (i) reduced to writing;

21 (ii) and executed and approved by Grantor or Grantee(s) authorized representatives and
22 authority; and

23 (iii) recorded in the Property's chain-of-title.

24 **8. SEVERABILITY:**

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

28
29 **GRANTOR'S EXECUTION**

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

1
2 **City of Little Rock, GRANTOR**
3 **500 West Markham Street**
4 **Little Rock, Arkansas 72201**
5

6
7 _____
8 **By: Frank Scott, Jr., Mayor**
9 **City of Little Rock, Arkansas**

10 **ACKNOWLEDGEMENT**

11 **STATE OF ARKANSAS)**

12 **)) SS**

13 **COUNTY OF PULASKI)**
14

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

20 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2019.
21

22 _____
23 **Notary Public**
24

25
26 My Commission expires: _____
27

28 **Houseaboutit Community & Economic Development**
29 **Agency**
30

31 _____
32 **By: Susan Forte, President & Executive Director**
33

34 On this day came before me, the undersigned, a Notary Public within and for the County and State
35 aforesaid, duly commissioned and acting personally appeared, Susan Forte known to me as the Grantee in
36 the foregoing Deed, and acknowledged that they have executed the same for the consideration and purposes
37 therein mentioned and set forth.

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

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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 _____, 2018.

Notary Public

My Commission expires: _____