



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9 the provisions of this resolution are hereby repealed to the extent of such inconsistency.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: February 4, 2020**

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

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11 **QUITCLAIM DEED**

12 **(Donation by 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 Odistene Fuller and Dana Fuller, individuals, Grantee, whose tax mailing address is located at 5  
17 Langston Court, Little Rock, Arkansas 72209, does grant a Quitclaim Deed to Grantee(s) and their  
18 applicable heirs, beneficiaries, administrators, executor, successors, and assigns the following parcels of  
19 real property (defined as the "Property"), so long as Grantee(s) abide by all provisions described in this  
20 Quitclaim 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;

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  
25 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  
35 released 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).

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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 **PIKE Subdivision Lot 16-18 Block 4, Legal Description E ½ 16 & All 17 & 18 EXC**  
11 **2,095 square-feet, more or less, for right-of-way to the City of Little Rock, Pulaski**  
12 **County, Arkansas, more commonly known as 8312 Colonel Glenn Road, Little**  
13 **Rock, Arkansas (Parcel No. 44L1500003900)**

14  
15 **TERMS & CONDITIONS**

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

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

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

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

26 **2. REQUIREMENTS & RESTRICTIONS:**

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

30 **2.1 REAL ESTATE TAXES & ASSESSMENTS.** For a period of five (5) years, pay all  
31 of 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  
10 Grantor relied upon the Applications to execute this Quitclaim Deed granting the Property to  
11 Grantee(s); 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)  
16 days 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  
18 Property in the event or a default by Grantee(s) of any provisions contained in this Quitclaim  
19 Deed, Applications, or Agreement. Upon Grantee(s) default of any provisions described in this  
20 Quitclaim Deed, Applications, or Agreement but at Grantor's sole option and discretion. Grantor  
21 reserves the 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  
28 required to execute and deliver a recordable deed instrument of conveyance to Grantor, as  
29 approved by the City of Little Rock City Attorney, confirming and perfecting the Property's  
30 reversion to Grantor in 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  
34 code compliant condition in at least two (2) years from closing shall cause the property to revert  
35 to the Grantor at no cost.

1           **3.3 IMPROVEMENT(S).** Grantee(s) agree that any improvement(s) on the Property  
2 immediately attach and become part of the Property; however, in the event Grantor exercises its  
3 reversionary rights, Grantor's reversion of title in the Property is subject and does not defeat,  
4 invalidate, or limit the lien of any mortgage(s) financing the construction of any improvement(s)  
5 on the Property during Grantee(s) ownership or the Property. In the event Grantor exercises its  
6 reversionary rights to the Property, then:

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

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

12 **4. RESERVATIONS:**

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

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

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

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

24 **5. RELEASE:**

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

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

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

33 **6. RIGHTS & REMEDIES:**

34           Grantor is entitled to the injunctive relief described in this section in addition to any other  
35 relief Grantor is entitled, included but not limited to specific performance of any provision of this

Quitclaim 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 Quitclaim Deed. Grantor, in its sole discretion but without limiting Grantee(s) respective liabilities or rights under this Quitclaim Deed, is permitted to apply any damages recovered to the costs of undertaking any corrective action under this Quitclaim Deed. Furthermore, Grantee(s) is responsible for all costs incurred by Grantor in enforcing the provisions of this Quitclaim 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 Quitclaim 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;

(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. SEVERABILITY:**

The remaining provisions of this Quitclaim 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 Quitclaim 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 Quitclaim Deed on behalf of Grantor on the effective date below.

**City of Little Rock, GRANTOR  
500 West Markham Street  
Little Rock, Arkansas 72201**

\_\_\_\_\_  
**By: Frank Scott, Jr., Mayor**

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 State  
7 aforesaid, duly commissioned and acting personally appeared, Frank Scott, Jr., Mayor of the City of Little  
8 Rock, Arkansas, known to me as the duly appointed agent for the Grantor in the foregoing Deed, and  
9 acknowledged that he has executed the same for the consideration and purposes therein mentioned and set  
10 forth.

11 WITNESS my hand and seal as such notary public this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

12  
13 \_\_\_\_\_  
14 **Notary Public**  
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16  
17 My Commission expires: \_\_\_\_\_  
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19 \_\_\_\_\_  
20 **By: Odistene Fuller**  
21

22  
23 \_\_\_\_\_  
24 **By: Dana Fuller**  
25

26 On this day came before me, the undersigned, a Notary Public within and for the County and State  
27 aforesaid, duly commissioned and acting personally appeared, Odistene Fuller and Dana Fuller known to  
28 me as the Grantee in the foregoing Deed, and acknowledged that they have executed the same for the  
29 consideration and purposes therein mentioned and set forth.

30 WITNESS my hand and seal as such Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

31  
32 \_\_\_\_\_  
33 **Notary Public**  
34

35  
36 My Commission expires: \_\_\_\_\_  
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1 **DOCUMENTARY TAX STATEMENT**

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3 I certify under penalty of false swearing that the legally correct amount of documentary stamps have  
4 been placed on this instrument. (If none shown, exempt or no consideration paid.)  
5

6 **City of Little Rock**  
7 **500 West Markham Street, Suite 120W**  
8 **Little Rock, Arkansas 72201**  
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10 \_\_\_\_\_  
11 **By: Ruby E. Dean, Redevelopment Administrator**  
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13  
14 **ACKNOWLEDGEMENT**

15 **STATE OF ARKANSAS)**

16 **))SS**

17 **COUNTY OF PULASKI)**  
18

19 On this day came before me, the undersigned, a Notary Public within and for the County and State  
20 aforesaid, duly commissioned and acting personally appeared, Ruby E. Dean, Redevelopment  
21 Administrator, City of Little Rock, Arkansas.

22 WITNESS my hand and seal as such Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
23

24 \_\_\_\_\_  
25 **Notary Public**  
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27 My Commission expires: \_\_\_\_\_  
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1 **EXHIBIT B**

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3 **OFFER AND ACCEPTANCE**

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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 **PIKE Subdivision Lot 16-18 Block 4, Legal Description E ½ & All 17 & 18 EXC**  
11 **2095 Sq. Ft MOL For R/W, to the City of Little Rock, Pulaski County, Arkansas,**  
12 **more commonly known as 8312 Colonel Glenn Road, Little Rock, Arkansas (Parcel**  
13 **No. 44L1500003900).**

- 14 2. The Buyer(s) will pay Twenty-Five Thousand Dollars (\$25,000.00) for the property, Zero Dollars  
15 (\$0.00) as a down payment/earnest money and the balance of Twenty-Five Thousand Dollars  
16 (\$25,000.00) by check at closing.

- 17 3. Special Conditions:

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

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

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

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

- 1 7. Taxes and special assessments, due on or before the closing date shall be paid by the Seller(s).
- 2 Current general taxes and special assessments shall be pro-rated as of closing date based upon the last
- 3 tax statement. Insurance, interest and rental payments shall be pro-rated as of closing date.
- 4 8. Seller(s) shall vacate the property (if applicable) and deliver possession to Buyer(s) on or before one
- 5 (1)-day after the closing date. Seller(s) agree to pay rent to Buyer(s) of \$ n/a per day until possession
- 6 is given after the closing date if applicable.
- 7 9. Buyer(s) certifies that he or she has/they have inspected the property and he or she is /they are not
- 8 relying upon any warranties, representations or statements of the Seller(s)/Agent as to age or physical
- 9 condition of improvements. The risk of loss or damage to the property by fire or other casualties
- 10 occurring up to the time of transfer of title on the closing date is assumed by the Seller(s).
- 11 10. The closing date shall be on or before April 2020.

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Odistene Fuller/Dana Fuller  
(Buyer)  
(501) 944-7949

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

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