1	RESOLUTION NO
2	
3	A RESOLUTION TO AUTHORIZE THE CITY MANAGER AND CITY
4	CLERK TO EXECUTE A LEASE AGREEMENT WITH THE BOARD OF
5	TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR AND
6	ON BEHALF OF THE UNIVERSITY OF ARKANSAS FOR MEDICAL
7	SCIENCES NUTRITION SERVICES, FOR THE LEASE OF SPACE IN
8	THE CITY'S 12 TH STREET STATION FOR THE PROVISION OF
9	RETAIL FOOD DISTRIBUTION AND RETAIL FOOD AND BEVERAGE
10	SERVICES; AND FOR OTHER PURPOSES.
11	
12	WHEREAS, the City owns the land and improvements of the 12 th Street Station located in the 3900
13	block of West 12 th Street in Little Rock, Arkansas, which encompasses the whole block between 12 th
14	Street and 13 th Street and between Pine Street and Cedar Street ("12 th Street Station"); and,
15	WHEREAS, this approximately 45,987 square-foot, two story, multipurpose 12 th Street Station
16	houses the Little Rock Police Department ("LRPD") Operational Offices and has a public atrium in order
17	to provide a publicly accessible area which may be leased or utilized for commercial or retail functions
18	not directly associated with the LRPD; and,
19	WHEREAS, there are areas within the 12th Street Station that have not been fully constructed and
20	"built out"; and,
21	WHEREAS, the City desires to complete the construction of certain portions of the interior of the
22	12th Street Station for the University of Arkansas for Medical Sciences Nutrition Services ("UAMS") to
23	occupy for the provision of Retail Food Distribution and Retail Food and Beverage Services ("Leased
24	Premises"); and,
25	WHEREAS, the City desires to lease the Leased Premises to UAMS, and UAMS desires to lease the
26	Leased Premises from the City for the provision of Retail Food Distribution and Retail Food and
27	Beverage Services for the term of the Lease, and any extension terms thereof, and pursuant to the
28	provisions set forth therein.
29	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY
30	OF LITTLE ROCK, ARKANSAS:
31	Section 1. The City Manager and City Clerk are authorized to execute a Lease Agreement with the
32	Board of Trustees of the University of Arkansas, Acting for and on behalf of the University of Arkansas
33	for Medical Sciences Nutrition Services, for the lease of space in the City's 12th Street Station for the

1 provision of retail food distribution and retail food and beverage services, in a form acceptable to the City 2 Attorney, and in substantially the same form as that attached as Exhibit A to this resolution. 3 Section 2. 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 as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the 7 resolution. 8 Section 3. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent 9 with the provisions of this resolution, are hereby repealed to the extent of such inconsistency. 10 ADOPTED: December 21, 2021 11 **ATTEST: APPROVED:** 12 13 14 Susan Langley, City Clerk Frank Scott, Jr., Mayor 15 APPROVED AS TO LEGAL FORM: 16 17 Thomas M. Carpenter, City Attorney 18 19 // 20 // 21 // 22 // 23 // 24 // 25 // 26 // 27 // 28 // 29 // 30 // 31 // 32 // 33 // 34 // 35 //

1	Exhibit	A
2		
3 4 5 6 7 8 9	Division of Building Authority STATE OF ARKANSAS COUNTY OF PULASKI	Lease Term: 07/01/22 to 06/30/28 Annual Rent: \$35,508.00 Square Feet: 3,228 Rate: \$11.00 Type: New Worked By: Chris Bell County: 60 Agency: 150 Lease #: P3239 CB
11		
12	STATE OF ARKANSAS LE	CASE AGREEMENT
13		
14	This Lease is made this day of December,	2021, by which Lessor leases the PREMISES to
15	Lessee through DBA, Lessee's Leasing Agent.	
16	For the purposes of this Lease Agreement the follow	ing definitions apply:
17	"LESSOR" means: THE CITY OF LITTLE RO	OCK, ARKANSAS, a Municipal Corporation
18	organized under Arkansas State Law.	
19	"LESSEE" means THE BOARD OF TRUSTEE	S OF THE UNIVERSITY OF ARKANSAS
20	ACTING FOR AND ON BEHALF OF THE UNI	VERSITY OF ARKANSAS FOR MEDICAL
21	SCIENCES NUTRITION SERVICES, 4301 West Ma	rkham Street, Slot 541, Little Rock, Arkansas,
22	72205, an Institute of Higher Education of the State of A	rkansas.
23	"DBA" means: The Real Estate Services Section of	the Arkansas Department of Transformation and
24	Shared Services, Division of Building Authority. By	law DBA is the leasing agency for LESSEE.
25	Arkansas Code Annotated §22-2-114. DBA is not an add	ditional LESSEE and therefore shall not owe any
26	rent.	
27	"PREMISES" means the property which is the sub	ject of this Lease which is further described in
28	Paragraph #1.	
29	1. <u>Description of Premises</u> .	
30	Approximately 3,228 square-feet of space for the p	provision of Retail Food Distribution and Retail
31	Food and Beverage Services contained within the 12 th	Street Station, together with all improvements,
32	appurtenances, rights, privileges and easements in any v	vay relating thereto including, but not limited to,
33	the right to use in common with LESSOR entrance ways	s, restrooms, and other similar or related facilities
34	as may exist in and about the 12th Street Station, loca	ted at 3917 West 12th Street, Suite 110, further
35	described in Exhibit A ("Floor Plan - Suite 110 - UAM	(S"), attached hereto and incorporated herein; all
36	situated in the City of Little Rock, County of Pulaski, Ar	kansas.
37	2. <u>Term</u> .	
38	The initial term of this Lease will begin on July 1, 20	22, and end on June 30, 2028. The LESSEE may

[Page 3 of 15]

elect to extend the term not more than ninety (90) days upon the same terms by written notice to

LESSOR, not less than thirty (30) days before the end of the initial term.

3 3. Rent.

2

6

10

21

28

29

30

31

32

33

34

4 Commencing July 1, 2022, and continuing through June 30, 2023, LESSEE agrees to pay \$0.00 per

5 calendar month. Commencing July 1, 2023, and continuing through June 30, 2028, LESSEE agrees to

pay to LESSOR Two Thousand, Nine Hundred Fifty-Nine Dollars (\$2,959.00) per calendar month on or

7 before the 10th day of each such period, upon invoice from the LESSOR. The annual rental amount shall

8 be Thirty-Five Thousand, Five Hundred Eight Dollars (\$35,508.00). If the Term commences on a day

9 other than the first day of a calendar month, then the installment of the Rent for such month shall be

prorated upon a daily basis at the rate of Ninety-Seven and 28/100 Dollars (\$97.28) per day and payable

11 to LESSOR at: .

12 4. <u>Utilities and Services</u>.

13 The LESSOR will furnish the following utilities and services:

No - Electric No - Elevator Service

No - Gas No - Trash Removal

No - Water, Sewer, and Solid Waste No - Janitorial Services and Supplies

No - Lamps, tubes, ballast and replacements

No - Telephone lines, answering machines, Internet/Wi-Fi service

19 No - Security System Service

Lessee's occupation of the Leased Premises for the Permitted Use set forth herein.

5. Maintenance, Repair and Replacement.

The LESSOR shall maintain the building and all equipment, fixtures, and appurtenances furnished by
the LESSOR under this Lease, in good repair and condition, except in case of damages arising from the
acts of the LESSEE'S agents or employees. For the purpose of so maintaining said PREMISES and
property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE
representative in charge, such approval not to be unreasonably withheld, enter and inspect the same and

27 make any necessary repairs hereto.

The LESSOR shall be responsible for maintaining all structural supports and exterior walls of the building, including windows, doors, and passageways from the lobby, street and parking areas leading to the leased property, and the adjacent sidewalks and entrance lobby, in good order and repair, and free of snow, ice, rubbish and other obstructions. LESSOR shall provide lawn and plant maintenance and shall provide quarterly pest control service, including any pest infestations or emergencies that may occur throughout the Lease term. LESSOR shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air-

35 conditioning (including monthly maintenance and filters).

6. Failure to Perform.

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this Lease are dependent. If the LESSOR shall breach any of the conditions required to be performed by it under this Lease, LESSEE may cure such breach and deduct the cost thereof from rent subsequently becoming due hereunder. If LESSOR fails to correct a deficiency within thirty (30) days after written notice from DBA and LESSEE, or within an appropriate shorter period stated in the notice, in the event of a deficiency constituting a hazard to the health and safety of the LESSEE'S employees, property, or any other person, DBA and LESSEE may elect to terminate this Lease.

Nothing shall prohibit the LESSEE from extending the time period stated above if LESSEE determines that it is in its best interest to do so and LESSEE determines that the LESSOR is diligently seeking to cure such failure or breach and the deficiency can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

7. Damage by Fire or Other Casualty.

LESSOR shall bear the risk of loss by fire or other casualty and shall maintain Fire and Extended Coverage Insurance to the full replacement value of the PREMISES.

If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSEE and DBA, the LESSEE, may terminate the Lease by giving written notice to the LESSOR through DBA, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and determines in addition that the LESSOR is diligently seeking to cure the partial destruction or damage and the partial destruction or damage can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

8. Alternations.

The LESSEE may attach fixtures in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. Such fixtures shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted.

DBA, acting as agent for LESSEE, may during the course of this Lease negotiate with LESSOR for

other improvements to be made in the PREMISES. No additional cost or fee for services or work will be charged by LESSOR without the prior written authorization of DBA.

9. <u>Termination</u>.

In addition to other remedies provided herein, the LESSEE may terminate this Lease by thirty (30) days written notice to LESSOR by DBA if the LESSEE'S funds are insufficient for it to continue the operations for which the PREMISES are being used.

10. Special Provisions.

The parties agree that the terms and conditions of this Lease shall be read together and harmonized whenever possible; however in the event of a conflict between Section 10 or Section 11 and any other provisions elsewhere in this Lease Agreement, the provisions contained in Sections 1-10 (Special Provisions (a) through (e)) and Section 11 (Miscellaneous (a) through (e)) shall prevail.

(a) LESSOR shall be responsible that this facility conforms to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, The National Electrical Code, and any other state and local laws, codes, authorities, etc., applicable to the leased facility including the Arkansas-adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG*).

*Now referred to as 2010 ADA Standards for Accessibility.

- (b) Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any LESSOR, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.
 - (1) The LESSOR shall prior to assigning this Lease with any person or entity, for which the total consideration is greater than Twenty-Five Thousand Dollars (\$25,000.00) requires the assignee to complete a Contract and Grant Disclosure and Certification Form. The LESSOR shall ensure that any contract agreement, current or future between the LESSOR and an assignee for which the total consideration is greater than Twenty-Five Thousand Dollars (\$25,000.00) shall contain the following:

 Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this Sublease. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.
 - (2) The LESSOR shall transmit to the agency a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the assignee and a

1	statement containing the dollar amount of the Sublease. The LESSOR shall transmit
2	to DBA a copy of the disclosure form within ten (10) days of entering into any
3	agreement with assignee.
4	(3) The terms and conditions regarding the failure to disclose and conditions which
5	constitutes material breach of contract and rights of termination and remedies under
6	the Executive Order 98-04 are hereby incorporated within.
7	(c) The LESSOR hereby acknowledges that there was no agent acting on LESSOR'S behalf
8	for these lease negotiations.
9	(d) The State shall not be responsible for the payment of any taxes or assessments for the
10	PREMISES.
11	(e) LESSOR asserts that LESSOR is the true owner of the PREMISES and the LESSOR'S
12	rights to the PREMISES are not pursuant to a lease or sublease.
13	(f) The LESSOR, LESSEE and DBA agree that should the Lease expire prior to the
14	execution of any proposed Amendment Agreement, the parties agree that the Lease is hereby
15	reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The
16	provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the
17	event of conflict or inconsistencies, or both. This paragraph should not be construed between the
18	parties as an agreement that the Lease will be extended for additional terms, but rather as an
19	option between the parties to enter into the future negotiations for additional terms should they so
20	desire.
21	(g) Pursuant to Governor's Executive Order 09-07(3), LESSOR acknowledges and agrees
22	that future renewals of this Lease Agreement will be subject to:
23	(i) the verification of LESSOR'S degree of implementation of various energy savings
24	policies, practices, products, building equipment and services in order for the leased
25	PREMISES (Building) to reach the goal of an EPA Energy Star rating of 50 or
26	above; and
27	(ii) LESSOR's ability to enter and complete a minimum of twenty-four (24) months*
28	utility history into EPA's online Energy Star Portfolio Manager for utility
29	benchmarking, and allow DBA, or the LESSEE, or both, access to the online data for
30	verification purposes.
31	Furthermore, LESSOR shall certify that the data reported online in Energy Star Portfolio
32	Manager by or on behalf of the LESSOR for energy-efficiency scoring is true and accurate.
33	Validation of the data shall be provided through a third-party professional certification or a sworn
34	statement of the Lessor/Owner. If it is found that any data has been falsely reported to

35

Lease and the Lease may be terminated upon thirty (30) days written notice.

In addition to the above, the LESSEE shall be responsible for ensuring LESSEE'S internal policies and practices work in concert with the LESSOR'S effort to achieve the goals stated above, and will encourage the LESSOR to pursue replacement of less efficient equipment, products and fixtures whenever possible and practical within the Lease term to assist the LESSOR'S commitment to reduce energy consumption within the PREMISES.

- (*Applicable if premises were owned by the LESSOR for the previous 24 months; if not, whatever data is available at the time of Lease execution, pursuant to Energy Star's "Target Finder" Program.)
- (h) This Agreement shall be deemed a contract under the laws of the State of Arkansas and for all purposes shall be governed by and construed in accordance with the laws of the State of Arkansas.
- (i) If the LESSEE shall breach any of the conditions required to be performed by LESSEE under this Lease, LESSEE shall have thirty (30) calendar days after receipt of written notice thereof to cure such breach. In the event that the LESSEE shall fail to cure any such breach within the time allowed under this Section, LESSOR may declare the Term of this Lease ended and terminated by giving LESSEE and DBA written notice of such intention, and if possession of the PREMISES is not surrendered, LESSOR may reenter and take possession of said PREMISES. LESSOR shall have, in addition to the remedy above provided, any other legal or equitable remedy available to LESSOR. LESSOR shall use reasonable efforts to mitigate its damages.

Nothing shall prohibit the LESSOR from extending the time period stated above if LESSOR determines that it is in its best interest to do so and LESSOR determines that the LESSEE is diligently seeking to cure such failure or breach and the deficiency can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSOR'S employees, property and other persons.

(j) Any provision contained herein to the contrary notwithstanding, LESSEE shall not use the PREMISES for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. However, limited quantities of paint and other construction materials may be stored within or outside of the PREMISES on a temporary basis for the purpose of construction, renovation or repair projects authorized by LESSOR. LESSEE will not permit the PREMISES to be used for any illegal business or occupation. In addition, LESSEE agrees that LESSEE will not allow or permit any nuisance in, on or about the PREMISES nor suffer waste thereon. LESSEE will not permit its employees, students, invitees, or guests to loiter; sit on the sidewalk, parking lot or cars; litter; or drink alcoholic beverages on the PREMISES. Smoking is not permitted in any inside area of the 12th

- (k) LESSEE shall not allow liens of any nature whatsoever, including but not limited to materials supplier, mechanics and tax liens, or mortgage, to be filed against the PREMISES. Should any such liens be filed against the Leased PREMISES, LESSEE shall be solely responsible for the prompt removal of said liens. If LESSEE fails to obtain the removal of any lien filed against the PREMISES within fifteen (15) days of the filing of the lien, LESSEE shall be considered to be in breach of this Lease under Section 10 (i) of the Lease.
- (l) LESSEE shall be responsible for cost of any interior and exterior signage. LESSOR shall be responsible for the placement of any signage or advertisement postings on the exterior and interior of the leased PREMISES and the outside of the 12th Street Station, in conformance with the LESSOR'S sign code, which identifies LESSEE'S Retail Food Distribution and Retail Food and Beverage Services contained within the PREMISES. Lessee shall have the right to remove said signage upon termination of this Lease provided that Lessee shall repair, at Lessee's sole cost and expense, all damages to the Leased Premises caused by such removal.

LESSEE may display or disburse brochures and pamphlets, and provide information sheets, within and outside of the leased PREMISES regarding LESSEE'S Retail Food Distribution and Retail Food and Beverage Services within the PREMISES. The location of any such informational display or disbursement shall be approved by LESSOR, with LESSOR'S approval not to be unreasonably withheld.

- (m) Upon commercially reasonable notice, LESSOR, and LESSOR'S Police Department, shall have the right to enter upon the leased PREMISES, provided LESSOR shall not thereby unreasonably interfere with LESSEE'S business on the leased PREMISES.
- (n) LESSOR shall not be responsible to make any other improvements or repairs of any kind upon the PREMISES other than those described in Section 5.
- (o) Any provision contained herein to the contrary notwithstanding, the LESSOR and LESSEE shall be excused for the period of delay in the performance of any and all of their obligations under this Lease, and shall not be considered in default, when prevented from so performing by a cause or causes beyond the control of the LESSOR or LESSEE including, but not limited to, all labor disputes, civil commotion, war, fire or other casualty, shortage of supplies and materials, or Acts of God.
- (p) After LESSEE'S occupation of the PREMISES, and upon the condition that rent payments by LESSEE to LESSOR under this Lease have begun, LESSEE, at LESSEE'S sole cost and expense, shall have the right, after obtaining LESSOR's prior written approval, which approval shall not be unreasonably withheld, to make alterations and improvements to all or any part of the leased PREMISES from time to time as LESSEE may deem desirable, provided the

- same are made in a workmanlike manner and utilizing good quality materials. Upon termination or expiration of this Lease, LESSOR shall have the right to retain any permanent alterations, renovations and improvements to the leased PREMISES. All of the right, title, and interest of LESSOR in and to the Leasehold improvements and any or all real property shall pass to and vest in LESSOR, LESSOR'S heirs, devises, successors, or assigns.
- (q) LESSEE shall provide LESSEE'S own furniture, equipment and appliances, including, but not limited to, desks and filing cabinets, copy machines, computers, facsimile machines, and office supplies for LESSEE'S usage in the leased PREMISES. LESSEE shall be responsible for the care and maintenance of LESSEE'S own fixtures, furniture, equipment, appliances, copy machines, computers and facsimile machines located within the Leased PREMISES.
- (r) If LESSOR determines that the use of the leased PREMISES by LESSEE has been misrepresented and is inconsistent with the conduct of LESSEE'S permitted use as set forth in Section 1 herein, LESSOR shall notify LESSEE of the misrepresentation and LESSEE shall have thirty (30) days to cure any inconsistencies or seek approval from LESSOR for a change in permitted use. If LESSEE fails to cure the inconsistencies or does not seek and receive approval for a change in permitted use, LESSOR may terminate this Lease, with thirty (30) days' prior written notice, and LESSEE may be required to vacate the leased PREMISES after such notice. In this circumstance, LESSOR will refund LESSEE, pro rata, any prepaid, unused rental payments within thirty (30) calendar days.
- (s) LESSEE agrees to comply with all applicable Laws, Statutes, Ordinances, Regulations and legal requirements governing the use of the PREMISES.
- (t) LESSEE shall not assign or otherwise transfer the Lease, any right or interest in the Lease, any right or interest in the leased PREMISES, or of any improvements that may now or hereafter be constructed, nor shall LESSEE sublet the leased PREMISES or any part thereof or allow any other persons, other than the agents, employees and servants of LESSEE to occupy or use the leased PREMISES or any part thereof.
- (u) Any notice required or permitted under this Lease shall be delivered in person or mailed by First-Class U.S. Mail, postage prepaid, as set forth below. Notice shall be deemed to have been given when received if delivered in person or, if mailed, three (3) days after having been deposited in the U.S. Mail. A party may from time to time designate a different person or address to receive notice for that party but shall do so in a writing provided to the other party.

If to Lessor:

- 33 Bruce T. Moore, City Manager
- 34 500 West Markham Street, Room 203
- 35 Little Rock, AR 72201
- 36 (501) 371-4510

1	If to Lessee: University of Advances for Medical Sciences
2 3	University of Arkansas for Medical Sciences Attn: Director of Real Estate
4	4301 West Markham Street, Slot 541
5	Little Rock, AR 72205
6 7	With a Copy to:
8	UAMS Office of General Counsel
9 10	4301 West Markham Street, Slot 860 Little Rock, AR 72205
11	(501) 370-5275
12	(v) It is understood and agreed that the relationship of the parties hereto is strictly that of
13	Lessor and Lessee, that LESSOR has no ownership in any enterprise of LESSEE, and that the
14	Lease shall not be construed as a joint venture or partnership. LESSOR is not and shall not be
15	deemed an agent or representative of LESSEE.
16	(w) In the event that any provision of the Lease, or part thereof, shall be adjudged invalid or
17	unenforceable by any court of competent jurisdiction called on to enforce or construe the same,
18	then such provision or part only shall be deemed invalid and all remaining terms and provisions
19	of the Lease shall be carried out and performed by the parties with the same force and effect as if
20	the invalid provision or part had never been a part of the Lease.
21	(x) Nothing stated herein shall be construed as limiting the LESSOR'S statutory immunity
22	from liability in tort.
23	(y) This Lease shall be executed in the original and any number of executed copies. Any
24	copy of this Lease so executed shall be deemed an original and shall be deemed authentic for any
25	other use.
26	(z) LESSEE agrees to maintain the PREMISES in good repair and condition, except for
27	ordinary wear and tear, excluding LESSOR's maintenance and repair responsibilities set forth in
28	Section 5. Upon the expiration or termination of this Lease, in course or by breach of any of its
29	provisions, LESSEE will restore the PREMISES to LESSOR in as good condition as when
30	possession was taken by LESSEE, ordinary wear and tear excepted.
31	LESSEE agrees to use and occupy the leased PREMISES at LESSEE'S own risk, and that the
32	LESSOR shall have no responsibility or liability for any loss of, or damage to, LESSEE'S
33	fixtures or other personal property. LESSEE shall carry Personal Property Insurance throughout
34	the Term of the Lease.

may not be invoked absent proof that the LESSEE, as a State of Arkansas institution, lacks the appropriated funds necessary for continued operations under this Lease.

35

36

37

38

(cc) Neither party shall have any rights in or to any award made to the other party by the

(bb) As further clarification of Paragraph #9 TERMINATION, this termination provision

1 condemning authority. 2 (dd) LESSOR agrees to complete the improvements herein specified in Exhibit B ("Scope of 3 Work"), attached hereto and incorporated herein by reference. The work shall conform to any and 4 all applicable Federal, State and local laws, rules, regulations and Codes as referenced in 5 Special Provisions 10(a). The LESSOR shall complete the improvements found in Exhibit B at 6 LESSOR'S sole cost. 7 (ee) The leased PREMISES is not separately metered for utilities. The leased PREMISES 8 contains approximately 3,228 square-feet of space being leased by LESSEE, and the leased 9 PREMISES is contained within the approximately 45,987 square-foot 12th Street Station. LESSEE'S percentage share of space occupied within the 12th Street Station is 7.02%. During the 10 term of this Lease, and any extension term thereof, LESSEE shall pay to LESSOR LESSEE'S 11 12 percentage share of all monthly electrical, gas, water, solid waste and sewer utility charges assessed on the 12th Street Station. 13 14 (ff) After April 1, 2023, either party may terminate the Lease, without cause, upon giving 15 either party 120 days' written notice to the other party through DBA. 16 11. Miscellaneous: 17 (a) The Lease and any modifications or amendments to it will not be valid without the 18 written approval of DBA. 19 (b) This Lease shall benefit and bind the parties hereto and their heirs, personal 20 representatives, successors and assigns. 21 (c) The LESSEE may terminate this Lease by written notice from DBA to LESSOR upon the 22 taking by eminent domain of any part of the PREMISES. This provision does not prevent the 23 LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S 24 leasehold interests. 25 (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE 26 OF ARKANSAS or any entities thereof. 27 (e) This Lease contains the entire agreement of the parties. 28 Executed by the parties who individually represent that each has the authority to enter into this Lease.

-		10.00
30	CITY OF LITTLE ROCK	THE BOARD OF TRUSTEES OF THE
31		UNIVERSITY OF ARKANSAS ACTING FOR
32		AND ON BEHALF OF THE UNIVERSITY OF
33		ARKANSAS FOR MEDICAL SCIENCES

LESSEE:

34

29

LESSOR:

35

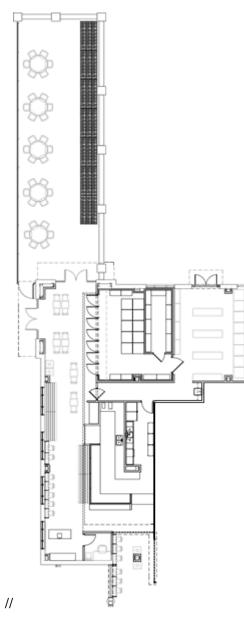
By:	By: Amanda George, Vice-Chancellor for Finance
By:Bruce T. Moore, City Manager	Amanda George, Vice-Chancellor for Finance and Chief Financial Officer
Date:	
DIVISION OF BUILDING AUTHORITY As Agent for the U of A Board of Trustees,	UAMS:
R _V .	$\mathbf{R}_{\mathbf{V}^{\bullet}}$
Christ Bell, Administer of Real Estate S	By:
Date:	
//	
//	
//	
<i>''</i>	
<i>''</i>	
7	
<i>''</i>	
<i>'</i> /	
7	
7	
<i>'</i> /	
//	
//	
7/	
<i>'</i> /	
//	
//	
//	
<i>'</i> /	
//	
//	
//	
//	
//	
//	

1 2

3

Map of Lease Premises

5



6 /

7

8

UAMS Leased Area

- 9 //
- 10 //
- 11 //
- 12 //

Exhibit B

1	Exhibit B
2	
3	Scope of Work – 12 th Street Station Renovation Project
4	
5	Suite 110 – UAMS
6	
7	Provide tenant improvements as shown on Construction Documents (Plans & Specifications) dated
8	September 2, 2021, & associated Addenda 1-3. Refer to Exhibit A for the general layout of the space. The
9	work includes, but not limited to, the following: Architectural (walls, doors, millwork, ceilings, finishes,
10	patio fencing, entrance canopy), Mechanical (sprinkler system, HVAC, plumbing & grease trap) &
11	Electrical (lighting, power, systems & fire alarm).
12	//
13	//
14	//
15	//
16	//
17	//
18	//
19	//
20	//
21	//
22	//
23	//
24	//
25	//
26	//
27	//
28	//
29	//
30	//
31	//
32	//
33	//
34	//
35	//