

1 Property, which is the subject of the Lease Agreement, is described in Exhibit B to the Assignment
2 Agreement; however, the Real Property is actually described in Exhibit C to the Assignment Agreement;
3 and,

4 **WHEREAS**, the third recital to the Assignment Agreement incorrectly states that Real Property,
5 which is the subject of another Lease Agreement, is described in Exhibit C; however, such Real Property
6 is actually described in Exhibit B; and,

7 **WHEREAS**, the City and FWH II desire to amend the Assignment Agreement to correct the
8 references to the Exhibits; and,

9 **WHEREAS**, the City utilized the Little Rock Advertising and Promotion Commission (“A&P
10 Commission”) as its agent to negotiate the Lease Agreement; and,

11 **WHEREAS**, the A&P Commission has approved of these amendments.

12 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY**
13 **OF LITTLE ROCK, ARKANSAS:**

14 **Section 1.** The Little Rock City Board of Directors hereby consents to the amendment of the Parking
15 Lot Lease Agreement, dated April 1, 1998 (“Lease Agreement”), by deleting Exhibit A in its entirety and
16 replacing it with the Exhibit A, which is attached to this resolution as Exhibit A, and correctly describes
17 the Real Property that is the subject of the Lease Agreement as follows:

18 Lots 7 through 12 inclusive, Block 3, Original City of Little Rock, Pulaski County, Arkansas, and
19 the east half of an alley located in Block 3, lying westerly of Lots 7 thorough 12 inclusive, now
20 closed by Ordinance No. 12,163, of record in Book 1,057, Page 403, records of Pulaski County,
21 Arkansas. Less and except a strip conveyed to the City of Little Rock, for the purpose of a public
22 street and the installation and maintenance of public utilities and other public purposes, described
23 as: a tract of land being a part of Block 3, Original City of Little Rock, Arkansas, being more
24 particularly described as follows: Beginning at a found ½-inch rebar at the southeast corner of
25 said Block 3; thence North 80 degrees 26 minutes 19 seconds west along the north right-of-way
26 line of East 3rd Street, 22.68 feet; thence along a curve to the left having a twenty (20)-foot radius
27 and a chord bearing and distance of North 54 degrees 35 minutes 20 East, 28.27 feet for a
28 distance of 31.4 feet; thence North 9 degrees 37 minutes 00 sections East, 261.33 feet to a tangent
29 curve to the left; thence along said curve to the left having a radius of twenty (20) feet, and a
30 chord bearing and distance of North 35 degrees 16 minutes 17 seconds West for a distance of
31 28.23 feet to the south right-of-way line of East 2nd street; thence South 80 degrees 09 minutes 34
32 seconds east, along said south right-of-way line, 22.62 feet to a found “X” at the northeast corner
33 of said Block 3; thence South 9 degrees 37 minutes 00 seconds West, along the east line of said
34 Block 3, for a distance of 301.22 feet to the Point of Beginning.

1 The effective date of this amendment shall be April 1, 1998.

2 **Section 2.** The Board of Directors hereby consents to the amendment of the Assignment, Assumption
3 and First Amendment to Parking Lot Lease Agreements and Reaffirmation and Extension of Ashley
4 Street Parking Franchise, dated February 28, 2013 (“Assignment Agreement”) as follows: (1) the
5 reference in the second recital of the Assignment Agreement to Exhibit B shall be amended to be a
6 reference to Exhibit C; and (2) the reference in the third recital of the Assignment Agreement to Exhibit C
7 shall be amended to be a reference to Exhibit B. The effective date of this amendment shall be February
8 28, 2013.

9 **Section 3.** The Board of Directors hereby authorizes the Mayor and City Clerk to execute the Second
10 Amendment to the Parking Lot Lease Agreement and First Amendment to Assignment attached to this
11 resolution as Exhibit B, to memorialize the amendment of the Lease Agreement and of the Assignment
12 Agreement, and to execute any other contracts, leases or agreements needed to effectuate these changes,
13 consistent with this resolution.

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

19 **Section 5. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent
20 with the provisions of this resolution, are hereby repealed to the extent of such inconsistency, including,
21 but not limited to, Little Rock, Ark., Resolution No. 13,638 (January 22, 2013)

22 **ADOPTED: February 20, 2024**

23 **ATTEST:**

APPROVED:

24
25 _____
26 **Susan Langley, City Clerk**

Frank Scott, Jr., Mayor

27 **APPROVED AS TO LEGAL FORM:**

28
29 _____
30 **Thomas M. Carpenter, City Attorney**

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Exhibit A

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SECOND AMENDMENT TO PARKING LOT LEASE AGREEMENT

4

AND

5

FIRST AMENDMENT TO ASSIGNMENT

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Lots 7 through 12 inclusive, Block 3, Original City of Little Rock, Pulaski County, Arkansas, and the east half of an alley located in Block 3, lying westerly of Lots 7 thorough 12 inclusive, now closed by Ordinance No. 12,163, of record in Book 1,057, Page 403, records of Pulaski County, Arkansas. Less and except a strip conveyed to the City of Little Rock, for the purpose of a public street and the installation and maintenance of public utilities and other public purposes, described as: a tract of land being a part of Block 3, Original City of Little Rock, Arkansas, being more particularly described as follows: Beginning at a found ½-inch rebar at the southeast corner of said Block 3; thence North 80 degrees 26 minutes 19 seconds West along the north right-of-way line of East 3rd Street, 22.68 feet; thence along a curve to the left having a twenty (20)-foot radius and a chord bearing and distance of North 54 degrees 35 minutes 20 East, 28.27 feet for a distance of 31.4 feet; thence North 9 degrees 37 minutes 00 sections East, 261.33 feet to a tangent curve to the left; thence along said curve to the left having a radius of twenty (20) feet, and a chord bearing and distance of North 35 degrees 16 minutes 17 seconds west for a distance of 28.23 feet to the south right-of-way line of East 2nd street; thence South 80 degrees 09 minutes 34 seconds East, along said south right-of-way line, 22.62 feet to a found "X" at the northeast corner of said Block 3; thence South 9 degrees 37 minutes 00 seconds West, along the east line of said Block 3, for a distance of 301.22 feet to the Point of Beginning.

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Exhibit B

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SECOND AMENDMENT TO PARKING LOT LEASE AGREEMENT

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AND

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FIRST AMENDMENT TO ASSIGNMENT

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7
8 This Second Amendment to Parking Lot Lease Agreement and First Amendment to Assignment (this
9 "Agreement") is entered into this the ____ day of _____ 2024, by and among FWH II Little
10 Rock, LLC, a Delaware Limited-Liability Company ("Lessee"), and the City of Little Rock, a Municipal
11 Corporation, organized and existing under and by virtue of the laws of the State of Arkansas, acting by
12 and through its agent, the City Advertising and Promotion Commission of Little Rock, Arkansas
13 ("Lessor").

14

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RECITALS

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17 **WHEREAS**, Lessor and Lessee are parties to that certain Parking Lot Lease Agreement (E½ of
18 Block 3 Original City), dated the 1st day of April, 1998 (as amended, the "Lease"), and pursuant to which
19 Lessee possesses the Real Property on the east half of Block 3, being Lots 7, 8, 9, 10, 11 and 12, Block 3,
20 of the Original City of Little Rock, Pulaski County, Arkansas (the "Demised Premises"); and,

21 **WHEREAS**, Exhibit A to the Lease incorrectly describes the Demised Premises as being Lots 1, 2,
22 3, 4, 5 and 6, Block 3, of the Original City of Little Rock, Pulaski County, Arkansas, being the west half
23 of Block 3; and,

24 **WHEREAS**, Lessor and Lessee desire to amend the Lease to correctly describe the Demised
25 Premises as being Lots 7, 8, 9, 10, 11 and 12, Block 3, of the Original City of Little Rock, Pulaski
26 County, Arkansas; and,

27 **WHEREAS**, Lessor and Lessee are also parties to that certain Assignment, Assumption and First
28 Amendment to Parking Lot Lease Agreements and Reaffirmation and Extension of Ashley Street Parking
29 Franchise, dated the 28th day of February, 2013 (the "Assignment"); and,

30 **WHEREAS**, the second recital to the Assignment incorrectly states that the Real Property that is the
31 subject of the Lease is described in Exhibit B to the Assignment, but such Real Property is actually
32 described in Exhibit C to the Assignment; and,

33 **WHEREAS**, the third recital to the Assignment incorrectly states that the Real Property that is the
34 subject of that certain Agreement to Rent Parking Spaces in the 2nd and Main Deck, as amended, dated the

1 1st day of April, 1998 (the "License"), is described in Exhibit C to the Assignment; however, such Real
2 Property is actually described in Exhibit B to the Assignment; and,

3 **WHEREAS**, Lessor and Lessee desire to amend the Assignment to correct the reference to the
4 Exhibits.

5 **NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants contained
6 herein, and Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the
7 parties hereby agree as follows.

8 1. Amendment of Parking Leases. Exhibit A to the Lease is hereby deleted in its entirety
9 and replaced with the Exhibit A attached to this Agreement.

10 2. Effective Date of Amendment to the Lease. To the extent possible, Lessor and Lessee
11 agree that, as to the amendment of the Lease, the effective date is the 1st day of April, 1998.

12 3. Amendment to Assignment. The reference in the second recital of the Assignment to
13 Exhibit B is hereby amended to be a reference to Exhibit C. The reference in the third recital of
14 the Assignment to Exhibit C is hereby amended to be a reference to Exhibit B.

15 4. Effective Date of Amendment to the Assignment. To the extent possible, Lessor and
16 Lessee agree that, as to the amendment of the Assignment, the effective date is the 28th day of
17 February, 2013.

18 5. Global Amendment. The parking deck is located on the West half of Block 3, being Lots
19 1, 2, 3, 4, 5 and 6, Block 3. The parking lot is located on the East half of Block 3, being Lots 7, 8,
20 9, 10, 11 and 12, Block 3. Any provision in the Lease to the contrary is amended to reflect the
21 same as of 1st day of April, 1998. Any provision in the Assignment to the contrary is amended to
22 reflect the same as of the 28th day of February, 2013.

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24 **[Signature and Acknowledgment Pages Follow]**

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1 **STATE OF ARKANSAS**)
2)§§
3 **COUNTY OF PULASKI**)
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5 Before me, the undersigned, a Notary Public, duly-commissioned, qualified and acting within and for
6 said County and State, appeared in person the within named _____,
7 to me personally known, who stated that he was the _____ of Fairwood Investors,
8 LLC, a Delaware Limited-Liability Company and the manager of Fairwood Hospitality Investors II,
9 L.L.C., a Delaware Limited-Liability Company and the sole member of FWH II Little Rock, LLC, a
10 Delaware Limited-Liability Company, and is duly authorized in his capacity to execute the foregoing
11 instrument for and in the name and behalf of said limited liability company; and he further stated and
12 acknowledged that he had so signed, executed and delivered the foregoing instrument for the
13 consideration, uses and purposes therein mentioned and set forth.

14 WITNESS my hand and official seal, this the _____ day of _____, 2024.

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16 _____
17 Notary Public

18 My commission expires:
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1 **STATE OF ARKANSAS**)
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3 **COUNTY OF PULASKI**)
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5 On this day before me, the undersigned being a Notary Public of and for the County and State
6 aforesaid, personally appeared _____ and _____, who
7 acknowledged themselves to be the Mayor and City Clerk, respectively, of the City of Little Rock,
8 Arkansas, a city of the first class, and that they, as such officers, being authorized so to do, executed the
9 foregoing instrument for the consideration, uses and purposes therein contained, by signing the name of
10 the city of first class by themselves as such officers.

11 WITNESS my hand and official seal on this the _____ day of _____, 2024.

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13 _____
14 Notary Public

15 My commission expires:
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1 **SECOND AMENDMENT TO PARKING LOT LEASE AGREEMENT**
2 **AND**
3 **FIRST AMENDMENT TO ASSIGNMENT**

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5 **IN WITNESS HEREOF**, the parties execute this Agreement as of the date first above written.
6

7 **EXECUTED FOR CERTAIN**
8 **PURPOSES AS AGENT:**

9
10 **LITTLE ROCK ADVERTISING AND**
11 **PROMOTION COMMISSION**

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14 By: _____

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16 Name: _____

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18 Title: _____

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1 **STATE OF ARKANSAS**)
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3 **COUNTY OF PULASKI**)
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5 On this day before me, the undersigned being a Notary Public of and for the County and State
6 aforesaid, personally appeared _____, who acknowledged himself to be the Chairman of
7 the Little Rock Advertising and Promotion Commission, and that he, as such officer, being authorized so
8 to do, executed the foregoing instrument for the consideration, uses and purposes therein contained, by
9 signing the name of the commission by himself as such officer.

10 WITNESS my hand and official seal on this the _____ day of _____, 2024.

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13 _____
14 Notary Public

15 My commission expires:
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