



1 fil-A is paying (\$2.5639) to the adjoining property owners shall be applied to each square-  
2 foot of area utilized within this franchise (2,808.7332 square-feet), and shall be paid to the  
3 City within thirty (30) days of the passage of this ordinance.

- 4 2. The term of the Franchise shall initially be from the date of the passage of this ordinance,  
5 and the statutory time frame for the effective date of franchises, until December 31, 2077,  
6 with the understanding that the franchise shall automatically renew for one (1)-year periods  
7 from January 1<sup>st</sup> to December 31<sup>st</sup>, thereafter unless written notice is given by the City or  
8 the Franchisee within forty-five (45) days of the end of the calendar year of the intent not  
9 to renew this Franchise.
- 10 3. The Franchise shall not run with the land or be assignable to any successor tenant or  
11 purchaser; provided that the duties of the Franchisee hereunder may be performed by a  
12 local operator of the Franchisee.
- 13 4. Any necessary expense involved with utility relocation within the Alley shall be solely  
14 borne by the Franchisee with no recourse against the City or any utility provider should a  
15 utility relocation be required for a public purpose.
- 16 5. Franchisee shall be expressly permitted to make long-term improvements to the Alley,  
17 including construction and reconstruction, as shown on the Site Plan and such later  
18 improvements or upgrades that Franchisee may determine are reasonable and appropriate  
19 to use within the Alley, consistent with other Chick-fil-A restaurants operating in the City.
- 20 6. In consideration of the substantial investment in improvements to the Alley planned by  
21 Franchisee and the resulting material benefit to the City by enhancing economic  
22 development of Broadway Street and 7<sup>th</sup> Street, and the continued development of a vibrant  
23 Commercial District, the City and Franchisee intend that this franchise shall be a long-term  
24 arrangement as described in Section 2 of this franchise. At such time that this Franchise  
25 expires, this franchise shall cease and Franchisee shall remove all improvements placed  
26 within the Alley and restore the Alley to the original condition in which it was received,  
27 including repairs to the right-of-way made, at the expense of Franchisee, as soon as  
28 possible after notice, but in no event more than ninety (90) days after such notice unless  
29 otherwise expressly agreed to in writing by the City.
- 30 7. If the City determines it is necessary to terminate this franchise for any objectively  
31 legitimate and necessary purpose, which shall be exclusively for the public benefit and no  
32 other, or because of any change in Federal, State, County or local law, regulations,  
33 ordinances, uniformly applied, upon delivery of 180 days prior notice to Franchisee and  
34 reimbursement to Franchisee of the unused portion of the Franchise Fee, calculated on a

1 pro-rata basis, this Franchise shall cease and Franchisee shall remove all improvements  
2 placed within the Alley and restore the Alley to the original condition in which it was  
3 received, including repairs to the right-of-way made, at the expense of Franchisee, as soon  
4 as possible after notice, but in no event more than ninety (90) days after such notice unless  
5 otherwise expressly agreed to in writing by the City.

6 **Section 3. Severability.** In the event of any title, section, paragraph, item, sentence, clause, phase, or  
7 word of this ordinance is declared or adjudged to be invalid or unconstitutional such declaration or  
8 adjudication shall not affect the remaining portions of the ordinance which shall remain in full force and  
9 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the  
10 ordinance.

11 **Section 4. Repealer.** All laws, ordinances, resolutions, and parts of the same that are inconsistent with  
12 the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

13 **Section 5. Emergency Clause.** *The ability to maintain public rights-of-way in a fair and equitable*  
14 *manner, and to assure that permitted activities and construction within a right-of-way complies with the*  
15 *agreement between the City and the Franchisee, is essential to the public health, safety, and welfare; an*  
16 *emergency is, therefore, declared to exist, and while this Franchise will not take effect until it has been*  
17 *publicly displayed for ten (10) days from the date of passage of this ordinance, the Franchisee, at its own*  
18 *risk, is permitted to begin construction activities and obtain necessary City permits in accordance with the*  
19 *terms and conditions of this ordinance upon the date of its passage.*

20 **PASSED: July 20, 2021**

21 **ATTEST:**

**APPROVED:**

22  
23 \_\_\_\_\_  
24 **Susan Langley, City Clerk**

\_\_\_\_\_

**Frank Scott, Jr., Mayor**

25 **APPROVED AS TO LEGAL FORM:**

26  
27  
28 \_\_\_\_\_  
29 **Thomas M. Carpenter, City Attorney**

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31 //

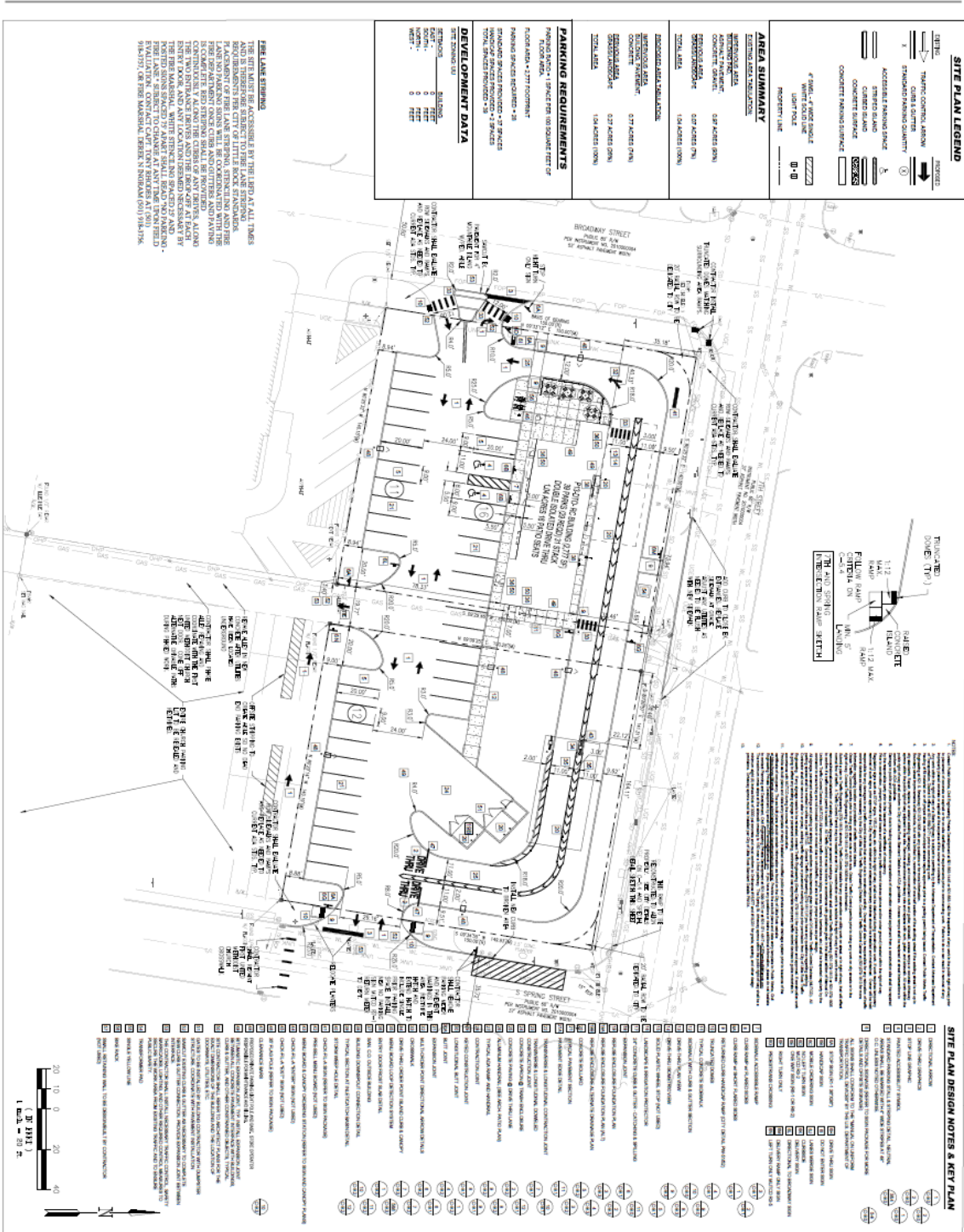
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# Exhibit A SITE PLAN





**CHICK-FIL-A**  
701 Broadway Street  
Little Rock, AR 72201



**GREYDEN**  
ENGINEERING • PLANNING  
125 Tompkins Blvd.  
Columbia, GA 30604  
PH: 770-573-4810 FAX: 678-302-6362



Professional Engineer  
G. J. Greyden  
No. 12345  
State of Arkansas  
Exp. 12/31/2025



Chick-fil-A  
3200 Burlington Road  
Atlanta, Georgia 30328-2999

**FSU# 04855**

DATE: 08/15/2024

PROJECT: CHICK-FIL-A

LOCATION: 701 BROADWAY STREET, LITTLE ROCK, AR

SCALE: AS SHOWN

DESIGNED BY: G. J. GREYDEN

CHECKED BY: G. J. GREYDEN

DATE: 08/15/2024

**C-2.0**

NOT FOR CONSTRUCTION, PERMITTING, OR REGULATORY APPROVAL

**CHICK-FIL-A**

**701 Broadway Street**

**Little Rock, AR 72201**