

1 provision of Philander Smith College’s Criminal Justice Program, a Social Justice Hub and the Philander
2 Smith College Management Institute, in a form acceptable to the City Attorney, and in substantially the
3 same form as that attached as Exhibit A to this resolution.

4 **Section 2. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
5 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
6 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
7 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
8 resolution.

9 **Section 3. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent
10 with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

11 **ADOPTED: December 21, 2021**

12 **ATTEST:**

APPROVED:

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14 _____
15 **Susan Langley, City Clerk**

Frank Scott, Jr., Mayor

16 **APPROVED AS TO LEGAL FORM:**

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18 _____
19 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

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3 **COMMERCIAL LEASE AGREEMENT**

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5 **This COMMERCIAL LEASE AGREEMENT** (“Lease”) is entered into this ____ day of
6 _____, 2021, by and between the City of Little Rock, Arkansas, a Municipal Corporation
7 organized under Arkansas law (“Lessor” or “City”) and the Board of Trustees of Philander Smith College
8 (“Lessee”).

9 **WITNESSETH:**

10 **WHEREAS**, Lessor owns the land and improvements of the 12th Street Station located in the 3900
11 block of West 12th Street in Little Rock, Arkansas, and encompasses the whole block between 12th Street
12 and 13th Street and between Pine Street and Cedar Street (“12th Street Station”); and,

13 **WHEREAS**, this approximately 45,987 square-foot, two (2)-story, multipurpose 12th Street Station
14 houses the Little Rock Police Department (“LRPD”) Operational Offices and has a public atrium in order
15 to provide a publicly accessible area which may be leased or utilized for commercial or retail functions
16 not directly associated with LRPD; and,

17 **WHEREAS**, there are areas within the 12th Street Station that have not been fully constructed and
18 “built out”; and,

19 **WHEREAS**, the Lessor desires to complete the construction of certain portions of the interior of the
20 12th Street Station for the Lessee to occupy for the provision of Lessee’s Criminal Justice Program, a
21 Social Justice Hub (a community-based program sponsored through Philander Smith’s Social Justice
22 Institute) and the Philander Smith College Management Institute; and,

23 **WHEREAS**, Lessor desires to lease the Leased Premises to Lessee, and Lessee desires to lease the
24 Leased Premises from Lessor for the provision of Lessee’s Criminal Justice Program, a Social Justice
25 Hub and the Philander Smith College Management Institute for the term of this Lease, and any extension
26 terms hereof, and pursuant to the provisions set forth herein; and,

27 **WHEREAS**, on _____, 2021, the City Board of Directors adopted Resolution No.
28 _____ (_____, 2021) to authorize the Mayor and City Manager to enter into a lease
29 agreement with the Board of Trustees of Philander Smith College for the purposes herein stated.

30 **NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good
31 and valuable consideration, the parties agree as follows:

32 **1. Leased Premises; Building Renovation.**

33 **1.01 Leased Premises.** Lessor does hereby let, lease, and demise to Lessee, and Lessee does
34 hereby lease from Lessor, the following described property, to-wit (the “Leased Premises”):

1 Approximately 4,094 square-feet contained within the 12th Street Station located at 3917 West 12th
2 Street, Suite 130, Little Rock, Arkansas, 72204, together with all improvements, appurtenances, rights,
3 privileges and easements in any way relating thereto including, but not limited to, the right to use in
4 common with Lessor entrance ways, restrooms, and other similar or related facilities as may exist in and
5 about the 12th Street Station, and as more particularly described on the map attached hereto and
6 incorporated herein by this reference as Exhibit A.

7 **1.02 Renovation of Leased Premises / Americans with Disabilities Act Compliance.** As part
8 of the consideration for this Lease, and to make alterations and renovations to the Leased Premises for the
9 Lessee's use under this Lease, Lessor agrees to publicly bid and contract for renovation of the Leased
10 Premises. Lessor shall complete the described renovation of the Leased Premises prior to Lessee's
11 occupancy of the Leased Premises. Any further expansion or capital improvements beyond the
12 completion of the renovation and alternations to the Leased Premises described in this Section 1 and in
13 Exhibit B shall require the mutual agreement of the parties and approval of the Lessor's Board of
14 Directors. Lessor shall procure construction services and materials pursuant to the Lessor's competitive
15 bidding policies and procedures and in compliance with Arkansas Purchasing Laws.

16 Lessor has procured Architectural Services in compliance with Arkansas Purchasing Laws and has
17 entered into a contract with Roark, Perkins, Perry & Yelvington Architects relative to this renovation
18 project. The Architect shall work for the Lessor regarding the alteration and renovation of the Leased
19 Premises, and Lessee shall have no control over Lessor's Architect.

20 Renovation and alteration of the Leased Premises, inclusive of architectural fees, shall include, but
21 shall not be limited to walls, flooring, plumbing, restrooms, toilets, sinks, hot water tank, electrical work,
22 kitchen cabinetry, air conditioning and heating. The Scope of Work to be performed on the Leased
23 Premises is attached hereto and incorporated herein by this reference as Exhibit B.

24 Upon the termination or expiration of this Lease, Lessor shall have the use of the Leased Premises for
25 Police purposes and shall have the right to retain all permanent alterations, renovations and improvements
26 to the Leased Premises.

27 **1.03** Upon completion of the improvements indicated in this Section and Exhibit B, Lessor agrees
28 to deliver the Leased Premises to Lessee in full compliance with the Americans with Disabilities Act
29 ("ADA"), and regulations promulgated pursuant thereto.

30 **2. Term; Right to Extend Term; Termination.**

31 **2.01 Lease Term; Right to Extend Term.** The Term of this Lease shall be for a period of
32 twenty-five (25) years, with the Lease Term to commence on July 1, 2022, and to end on June 30, 2047,
33 with the possibility of four (4) separate three (3)-year extension Terms on the same terms and conditions
34 as set forth in the original Term of the Lease. After the initial twenty-five (25)-year Term, the Lessee

1 may extend the Lease by Lessee giving Lessor written notice of its intention to so exercise the extension
2 option, which notice shall be mailed to Lessor at least ninety (90) days prior to the end of the initial Lease
3 Term, or of the particular extension Term, as the case may be. The Lease Term shall not commence
4 before completion of the renovation as described in Section 1.

5 **2.02 Termination.** This Lease may be terminated by either party as provided in Section 16 of this
6 Lease. This Lease may be terminated upon major damage or destruction of the Leased Premises as
7 provided in Section 15 of this Lease. This Lease may be terminated if all or a substantial part of the
8 Leased Premises are taken for any public or quasi-public use by right of eminent domain, condemnation
9 or by purchase in lieu thereof as provided in Section 19 of this Lease. Upon termination of this Lease,
10 any outstanding rental payments shall be prorated upon mutual agreement. All continuing covenants shall
11 survive expiration or earlier termination of this Lease.

12 **3. Rent.**

13 **3.01 Rental Payment.** The Parties' intent is that the total rental payments over the initial term of
14 the Lease be equal to the cost of renovation as described in Section 1. The Parties acknowledge that the
15 Permitted Use is of mutual benefit to both Lessor and Lessee. In consideration of the foregoing, no
16 monetary rental payment shall be due from Lessee to Lessor in the first five (5) years of the lease, because
17 the consideration shall be Lessee conducting the Permitted Use under this Lease, which will bring
18 students to the area and contribute to the development of commercial enterprises in the neighborhood to
19 service the student population (and any tax revenues that develop as a result thereof). Beginning in year
20 six (6) of the Lease Term, and any extension term thereof, Lessee shall pay Lessor, as rental for the
21 Leased Premises the annual amount of Fifty-Three Thousand, Three Hundred Forty-Three and 52/100
22 Dollars (\$53,343.52) (the "Rental Payment") due to Lessor by December 31st of each year of the Lease,
23 starting December 31, 2028, and any extension Term thereof.

24 **4. Permitted Use of the Leased Premises.**

25 **4.01 Permitted Use.** Upon completion of the renovations of, and improvements to, the Leased
26 Premises by Lessor, Lessee shall use the Leased Premises for the purpose of providing a Criminal Justice
27 Program. Lessee shall maintain a viable Criminal Justice Program at the Leased Premises during the term
28 of the Lease, and any extension Terms thereof ("Required Use") Additionally, Lessee may use the Leased
29 Premises for the purpose of providing a Social Justice Hub (a community-based program sponsored
30 through Philander Smith's Social Justice Institute), the Philander Smith College Management Institute,
31 any uses consistent therewith, and any other community-based programs or services mutually agreed
32 upon in writing by the parties (collectively, the "Authorized Use"). At Lessee's discretion, Lessee may
33 discontinue the Authorized Use. The Required Use and the Authorized Use are collectively the
34 "Permitted Use". Lessee shall keep the Leased Premises, the exterior and interior portions of all windows,

1 doors, and all other glass or plate glass fixtures, in a neat and clean condition.

2 **4.02** Lessee shall allow Lessor's Police Department personnel and staff to attend Lessee's
3 Criminal Justice Program, Social Justice Hub and Philander Smith College Management Institute
4 Program at a discounted rate, to be determined by Lessee in its sole discretion.

5 **4.03 Standard Times of Use.** Standard times of use for the Leased Premises are 8:30 AM to 9:00
6 PM, Mondays through Fridays, and on Saturdays on an as-needed basis, to be coordinated with the Little
7 Rock Police Department.

8 **4.04 Compliance with Applicable Laws.** Lessee agrees to comply with all applicable laws,
9 Statutes, Ordinances, Regulations and legal requirements governing the use of the Leased Premises.

10 **4.05 Prohibited Uses.** Notwithstanding the forgoing, Lessee shall not use the Leased Premises for
11 the purposes of storing, manufacturing or selling any explosives, flammables or other inherently
12 dangerous substance, chemical, thing or device. However, limited quantities of paint and other
13 construction materials may be stored within or outside of the Leased Premises on a temporary basis for
14 the purpose of construction, renovation or repair projects authorized by Lessor. Lessee will not permit the
15 Leased Premises to be used for any illegal business or occupation. In addition, Lessee agrees that Lessee
16 will not allow or permit any nuisance in, on or about the Leased Premises nor suffer waste thereon.
17 Lessee will not permit its employees, students, invitees, or guests to loiter; sit on the sidewalk, parking lot
18 or cars; litter; or drink alcoholic beverages on the Leased Premises. Smoking is not permitted in any
19 inside area of the 12th Street Station and may be permitted outside only in areas designated by Lessor.

20 **4.06 Staffing.** Lessee shall be responsible for staffing Lessee's personnel and workers regarding
21 Lessee's occupation of the Leased Premises for the Permitted Use set forth herein.

22 **4.07 No Liens or Mortgage Filed Against Leased Premises.** Lessee shall not allow liens of any
23 nature whatsoever, including but not limited to materials supplier, mechanics and tax liens, or mortgage,
24 to be filed against the Leased Premises. Should any such liens be filed against the Leased Premises,
25 Lessee shall be solely responsible for the prompt removal of said liens. If Lessee fails to obtain the
26 removal of any lien filed against the Leased Premises within fifteen (15) days of the filing of the lien,
27 Lessee shall be considered to be in default of this Lease under Section 16.01 of the Lease.

28 **5. Sublease and Assignments.**

29 Lessee shall not assign or otherwise transfer the Lease, any right or interest in the Lease, any right or
30 interest in the Leased Premises, or of any improvements that may now or hereafter be constructed, nor
31 shall Lessee sublet the Leased Premises or any part thereof or allow any other persons, other than the
32 agents, employees and servants of Lessee to occupy or use the Leased Premises or any part thereof.

33 **6. Maintenance and Routine Repairs.**

34 **6.01** Lessor agrees, at its own cost and expense, to keep in good order, condition and repair the

1 plumbing, electrical systems, and the heating and air conditioning units of the Leased Premises and the
2 12th Street Station.

3 **6.02.** Lessor agrees to provide grounds maintenance to the Leased Premises and the 12th Street
4 Station.

5 **6.03** Lessee agrees, at its own cost and expense, to provide janitorial services for the Leased
6 Premises. Lessee agrees, at its own cost and expense, to provide for Lessee's own trash removal from the
7 Leased Premises and to coordinate such trash removal with the Lessor and the Little Rock Police
8 Department.

9 **6.04** Lessee agrees to maintain all parts of the Leased Premises in good repair and condition,
10 except for ordinary wear and tear. Upon the expiration or termination of this Lease, in course or by
11 breach of any of its provisions, Lessee will restore the Leased Premises to Lessor in as good condition as
12 when possession was taken by Lessee, ordinary wear and tear excepted.

13 **6.05** Lessor agrees, at its own cost and expense, to keep in good order, condition and repair the
14 roof, foundations and structural portions of the Leased Premises and the 12th Street Station, except for any
15 damage thereof caused by an act or negligence of Lessee, Lessee's employees, students, invitees or
16 contractors. Except as expressly provided herein, Lessor shall not be responsible to make any other
17 improvements or repairs of any kind upon the Leased Premises.

18 **7. Alterations and Improvements.**

19 **7.01** After Lessee's occupation of the Leased Premises pursuant to this Lease, and upon the
20 condition that rent payments by Lessee to Lessor under this Lease have begun, Lessee, at Lessee's sole
21 cost and expense, shall have the right, after obtaining Lessor's prior written approval, to make alterations
22 and improvements to all or any part of the Leased Premises from time to time as Lessee may deem
23 desirable, provided the same are made in a workmanlike manner and utilizing good quality materials.
24 Upon termination or expiration of this Lease, Lessor shall retain any permanent improvements to the
25 Leased Premises, unless Lessee can remove any such improvement and restore the Leased Premises to its
26 original condition, ordinary wear and tear excepted. Lessee shall follow City of Little Rock and State of
27 Arkansas Purchasing Laws and Procedures for any construction to the Leased Premises.

28 **7.02** All of the right, title, and interest of Lessor in and to the Leasehold improvements and any or
29 all real property shall pass to and vest in Lessor, Lessor's heirs, devisees, successors, or assigns.

30 **8. Fixtures, Equipment, Furniture and Office Supplies.**

31 **8.01** Upon the prior written approval of Lessor, Lessee shall have the right to place and install
32 personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased
33 Premises, and fasten the same to the Leased Premises. All personal property, equipment, furniture,
34 machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement

1 of the Lease term or place or installed on the Leased Premises by Lessee thereafter, shall remain Lessee's
2 property. Lessee shall have the right to remove the same at any time during the term of this Lease
3 provided that Lessee shall repair, at Lessee's sole cost and expense, all damages to the Leased Premises
4 caused by such removal.

5 **8.02** Lessor shall provide furniture, equipment and appliances, including, but not limited to, desks
6 and filing cabinets, computers, facsimile machines for Lessee's usage in the Leased Premises. Beginning
7 in year six (6) of the Lease Term, and any extension term thereof, Lessee shall be responsible for the care
8 and maintenance of all furniture, equipment (including all A/V equipment), appliances, computers and
9 facsimile machines located within the Leased Premises. Lessee shall provide Lessee's own office
10 supplies.

11 **9. Property Taxes.**

12 **9.01** Unless otherwise exempt, Lessor shall pay all applicable personal property taxes with respect
13 to Lessor's personal property, if any, on the Leased Premises.

14 **9.02** Unless otherwise exempt, Lessor shall pay, prior to delinquency, all applicable general real
15 estate taxes and applicable installments of special assessments due to improvement districts which may be
16 levied, assessed or charged against the Leased Premises. Upon commencement of the Lease Term, unless
17 otherwise exempt, Lessee shall be responsible for paying all applicable personal property taxes with
18 respect to Lessee's personal property located at the Leased Premises and shall be responsible for all
19 applicable licenses, privilege, use, and occupation taxes levied, assessed or charged against Lessee on
20 account of the permitted use of the Leased Premises.

21 **10. Insurance.**

22 **10.01 Lessor's Insurance Coverage.** Lessor shall, at Lessor's expense, maintain Fire and
23 Extended Coverage Insurance on the property, 12th Street Station building, the Leased Premises and shall
24 maintain insurance to cover the furniture, equipment and appliances provided by Lessor for the Leased
25 Premises, in such amount as Lessor shall deem appropriate to protect Lessor's property interest, and at no
26 time less than the amount of the outstanding capital investment.

27 **10.02 Lessee's Insurance Coverage.** Lessee shall be responsible, at Lessee's sole cost and
28 expense, for fire and extended coverage insurance on all of Lessee's personal property, including
29 removable trade fixtures purchased by Lessee, located in the Leased Premises. Lessee shall provide
30 Lessor with current Certificates of Insurance evidencing Lessee's compliance with this Subsection.
31 Lessee will maintain Workers' Compensation Insurance to the extent required by the laws of the State of
32 Arkansas. Lessee agrees to use and occupy the Leased Premises at Lessee's own risk, and that the Lessor
33 shall have no responsibility or liability for any loss of, or damage to, fixtures or other personal property of
34 Lessee. If the Leased Premises or the 12th Street Station is totally destroyed, or if Lessee decides to

1 terminate this Lease because of the extent of damage to the Leased Premises or the 12th Street Station,
2 then Lessor shall have the right to any and all insurance proceeds due to Lessor if the Lessor decides to
3 rebuild the building.

4 **11. Utilities.**

5 **11.01** The Leased Premises is not separately metered for utilities. The Leased Premises contains
6 approximately 4,094 square-feet of space being leased by Lessee, and the Leased Premises is contained
7 within the approximately 45,987 square-foot 12th Street Station. Lessee's percentage share of space
8 occupied within the 12th Street Station is 8.90%. Beginning in year six (6) of the Lease Term, and any
9 extension term thereof, Lessee shall pay to Lessor Lessee's percentage share of all monthly electrical, gas,
10 water, solid waste and sewer utility charges assessed on the 12th Street Station.

11 **11.02** Lessor shall provide telephone lines and A/V data wiring for the Lessee's use in the Leased
12 Premises. Lessee shall provide telephones and answering machines, and Lessee shall be responsible for
13 Lessee's monthly telephone, data, Internet and Wi-Fi service expenses.

14 **12. Signage and Display Information.**

15 **12.01** Lessor shall be responsible for the placement of any signage or advertisement postings on the
16 exterior and interior of the Leased Premises and the outside of the 12th Street Station, in conformance with
17 the Lessor's sign code, which identifies Lessee's programs contained within the Leased Premises.

18 **12.02** Lessee may display or disburse brochures and pamphlets, and provide information sheets,
19 within and outside of the Leased Premises regarding Philander Smith College programs contained within
20 the Leased Premises. The location of any such informational display or disbursement shall be approved
21 by Lessor, with Lessor's approval not to be unreasonably withheld.

22 **13. Lessor's Right of Entry.**

23 Upon commercially reasonable notice, Lessor, and Lessor's Police Department, shall have the right to
24 enter upon the Leased Premises, provided Lessor shall not thereby unreasonably interfere with Lessee's
25 Permitted Use of the Leased Premises.

26 **14. Parking.**

27 Lessee agrees that it shall require its employees and students to observe reasonable regulations with
28 respect to the parking of cars as may from time to time be promulgated and furnished to Lessee by Lessor.
29 Lessee's employees and students shall not park their vehicles in parking spaces designated for Lessor's
30 employees, invitees or the Little Rock Police Department. Should Lessor acquire parking lots available to
31 the public for parking at the 12th Street Station, Lessee's employees and students may have the use of
32 these parking lots.

33 **15. Damage and Destruction.**

34 **15.01 Destruction of Leased Premises.** If the Leased Premises or any part thereof or any

1 appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for
2 Lessee's purposes, then Lessee shall have the right within ninety (90) calendar days following damage to
3 elect by written notice to Lessor to terminate this Lease as of the date of such damage subject to any con-
4 tinuing covenants set forth in this Lease. The rent amount payable by Lessee will abate as of the date of
5 the damage in proportion to the loss of use by Lessee of the Leased Premises.

6 **15.02. Repair of Damage.** In the event of damage to any part of the Leased Premises caused by
7 fire, casualty or structural defects, and if such damage does not render the Leased Premises permanently
8 unusable for Lessee's purposes, or if Lessee does not elect to terminate the Lease pursuant to Subsection
9 15.01 above, Lessor shall decide within ninety (90) days whether to repair such damage, and Lessor shall
10 have the right to any and all insurance proceeds for structural damage. Accordingly, the rent amount
11 payable by Lessee will abate as of the date of the damage in proportion to the loss of use by Lessee of the
12 Leased Premises until repairs are made by the Lessor rendering the Leased Premises usable by Lessee. In
13 making the repairs called for in this subsection, Lessor shall not be liable for any delays, including but not
14 limited to delays resulting from strikes, governmental restrictions, inability to obtain necessary materials
15 or labor, lost public funding, the need to maintain a certain reserve, or other Force Majeure matters which
16 are beyond the control of Lessor.

17 **16. Default and Force Majeure.**

18 **16.01. Default by Lessee.** Lessee shall be in default under the provisions of this Lease upon the
19 happening of any of the following events; provided that for any default involving the payment of money,
20 including the payment of utility expenses under Section 11 of this Lease, Lessor shall notify Lessee in
21 writing of such default and Lessee may cure such default within ten (10) calendar days after receipt of
22 such notice and, provided further; that for any default not involving the payment of money or the payment
23 of utility expenses, Lessor shall notify Lessee in writing of such default and Lessee may cure such default
24 within thirty (30) calendar days after receipt of such notice:

25 (a) Failure of Lessee to pay the rentals or taxes provided for herein at the times, in the
26 amounts and in the manner set forth when the same become due; or to contest in good faith the
27 assessment of any taxes against Lessee; or,

28 (b) Failure of Lessee to pay utility expenses set forth in Section 11 of this Lease; or,

29 (c) If Lessee shall make any assignment for the benefit of creditors; or shall voluntarily
30 institute bankruptcy or insolvency proceedings and such proceedings are not released or
31 dismissed within sixty (60) calendar days thereafter; or a receiver or trustee shall be appointed for
32 all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors;
33 or,

34 (d) If Lessee shall do or permit to be done any act that results in a lien being filed against the

1 Leased Premises or the building of which the Leased Premises are a part; or,

2 (e) If Lessor at Lessor's sole discretion determines that the use of the Leased Premises by
3 Lessee has been misrepresented and is inconsistent with the conduct of Lessee's Permitted Use as
4 set forth herein; or,

5 (f) Failure of Lessee to keep or perform any of the covenants, terms, conditions or
6 agreements on the part of Lessee herein to be kept or performed.

7 In the event that the Lessee shall fail to cure any such default within the time allowed under this
8 Section 16.01, Lessor may declare the Term of this Lease ended and terminated by giving Lessee written
9 notice of such intention, and if possession of the Leased Premises is not surrendered to Lessor, Lessor
10 may enter said premises and take possession of same and all improvements thereon, including all fixtures,
11 furniture, equipment and appliances provided by Lessor. Lessee agrees that in such event it will
12 immediately vacate the Leased Premises. Lessor shall have, in addition to the remedies above provided,
13 any other legal or equitable remedy available to Lessor. Lessor shall use reasonable efforts to mitigate its
14 damages.

15 **16.02 Default by Lessor.** In the event that Lessor fails to perform a material obligation under this
16 Lease, Lessor shall have thirty (30) calendar days after receipt of written notice thereof to cure such
17 default. For purposes of this Lease, Sections 1-8, 10, 13-15, 18, and 30 shall constitute material
18 obligations of the Lessor. In the event that Lessor shall fail to cure any default within the time allowed
19 under this subsection, Lessee may declare the Term of this Lease ended and terminated by giving Lessor
20 written notice of such intention. Lessee shall have, in addition to the remedy above provided, any other
21 legal or equitable remedy available to Lessee.

22 **16.03 Force Majeure.** Any provision contained herein to the contrary notwithstanding, the Lessor
23 and Lessee shall be excused for the period of delay in the performance of any and all of their obligations
24 under this Lease, and shall not be considered in default, when prevented from so performing by a cause or
25 causes beyond the control of the Lessor or Lessee including, but not limited to, all labor disputes, civil
26 commotion, war, fire or other casualty, shortage of supplies and materials, or Act of God.

27 **17. Lessee's Inspection of Leased Premises.**

28 Lessee acknowledges and agrees that Lessee has examined the Leased Premises, and that no
29 representations, warranties or agreements have been made by Lessor, or any agent of Lessor, as to the
30 condition of the Leased Premises which are not expressed in this Lease. Lessee also agrees and
31 acknowledges that Lessee has had an opportunity to examine and inspect the Leased Premises relative to
32 environmental issues.

33 **18. Quiet Possession.**

34 Lessor covenants and warrants that Lessor is the owner in fee simple absolute of the Leased Premises

1 and may Lease said premises as provided by this Lease. Lessor further covenants and warrants that upon
2 performance by Lessee of Lessee's obligations hereunder, Lessor will keep and maintain Lessee in quiet
3 and peaceable possession of the Leased Premises, during the term of this Lease and any renewal or
4 extension Terms hereof.

5 **19. Condemnation.**

6 If, during the Term of this Lease, or any extension Term thereof, all or a substantial part of the Leased
7 Premises are taken for any public or quasi-public use by right of eminent domain, condemnation or by
8 purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased
9 Premises for the purpose for which it is then being used, this Lease shall terminate. Such termination
10 shall be without prejudice to the rights of either party to recover compensation from the condemning
11 authority for any loss or damage caused by condemnation. Neither party shall have any rights in or to any
12 award made to the other party by the condemning authority.

13 **20. Security.**

14 Lessee shall provide and shall be responsible for payment of any security system service for the
15 Leased Premises.

16 **21. Notice.**

17 Any notice required or permitted under this Lease shall be delivered in person or mailed by First-
18 Class U.S. Mail, postage prepaid, as set forth below. Notice shall be deemed to have been given when
19 received if delivered in person or, if mailed, three (3) days after having been deposited in the U.S. Mail.
20 A party may from time to time designate a different person or address to receive notice for that party but
21 shall do so in a writing provided to the other party.

22 **21.01 If to Lessor:**

23 Bruce T. Moore, City Manager
24 500 West Markham Street, Room 203
25 Little Rock, AR 72201
26 (501) 371-4510

27
28 **21.02 If to Lessee:**

29 Roderick L. Smothers, Sr., Ph.D.
30 President and CEO
31 Philander Smith College
32 900 Daisy Bates Drive
33 Little Rock, AR 72202
34 (501) 370-5275

35 **22. Brokers.**

36 Lessee represents that Lessee was not shown the Leased Premises by any Real Estate Broker or
37 Agent, including but not limited to Citadel Real Estate Services or Charles A. Johnson, Jr., regarding a

1 Professional Services Agreement dated August 1, 2016, and that Lessee has not otherwise engaged in any
2 activity which could form the basis for a claim for Real Estate Commission, Brokerage Fee, Finder's Fee,
3 or other similar charge, in connection with this Lease. If a court of competent jurisdiction determines that
4 Lessor is responsible for any such charges regarding this Lease, Lessee shall pay the charges within thirty
5 (30) days from the date of the judgment.

6 **23. Waivers.**

7 No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take
8 any action on account of such default if such default persists or is repeated. No express waiver shall
9 affect any default other than the default specified in the express waiver and that only for the time and to
10 the extent therein stated. One (1) or more waivers by Lessor or Lessee shall not be construed as a waiver
11 of a subsequent breach of the same covenant, term or condition.

12 **24. Expiration of Lease.**

13 At the termination of this Lease, and all extension or renewal Terms mutually agreed upon in writing
14 by Lessor and Lessee, Lessee agrees promptly and peaceably to restore possession of the Leased Premises
15 to Lessor in as good condition as it was when delivered to Lessee, ordinary wear and tear excepted.

16 **25. Indemnity.**

17 Lessee agrees that it shall indemnify and save harmless the Lessor, Lessor's officers, agents and
18 employees from:

19 (a) any claims or losses for services rendered by any subcontractor, person or firm
20 performing or supplying services, materials or supplies in connection with the performance of this
21 Lease; and

22 (b) any claims or losses resulting to any person or firm injured or damaged by the erroneous
23 or negligent acts, including disregard of Federal and State Statutes or Regulations, by Lessee, its
24 officers, employees or subcontractors in the performance of this Lease.

25 **26. Memorandum of Lease.**

26 The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu
27 thereof, at the request of either party, Lessor and Lessee shall execute a Memorandum of Lease to be
28 recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

29 **27. Captions.**

30 All captions contained in this Lease are inserted only as a matter of convenience and in no way
31 define, limit or extend the scope or intent of the Lease.

32 **28. Lease Binding.**

33 This Lease and its terms, covenants, conditions and agreements contained in the Lease shall inure to
34 the benefit of and shall extend to and be binding upon the parties named, their respective heirs, successors

1 in interest, legal representatives and assigns, except as expressly limited otherwise in this Lease.

2 **29. Consent.**

3 Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which
4 Lessor's consent is required or desirable under this Lease.

5 **30. Compliance with Laws.**

6 Lessor and Lessee shall comply with all laws, ordinances, orders, rules and regulations of Municipal,
7 State, Federal or other agencies or bodies having jurisdiction relating to the ownership, use, condition and
8 occupancy of the Leased Premises, including application for required permits. Such laws include, but are
9 not limited to, the Americans with Disabilities Act, Arkansas Civil Rights Act, and the Arkansas Freedom
10 of Information Act.

11 **31. Relationship of the Parties.**

12 It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and
13 Lessee. Lessor has no ownership in any enterprise of Lessee, and that the Lease shall not be construed as
14 a joint venture or partnership, or cause one to be responsible in any way for the debts and obligations of
15 the other party. Lessee is not and shall not be deemed an agent or representative of Lessor.

16 **32. Severability.**

17 In the event that any provision of the Lease, or part thereof, shall be adjudged invalid or
18 unenforceable by any court of competent jurisdiction called on to enforce or construe the same, then such
19 provision or part only shall be deemed invalid and all remaining terms and provisions of the Lease shall
20 be carried out and performed by the parties with the same force and effect as if the invalid provision or
21 part had never been a part of the Lease.

22 **33. Environmental Disclosure.**

23 Lessor represents as of the effective date of this Lease, that it has no knowledge of any deposit,
24 storage, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of any pollutant, oil,
25 petroleum or chemical liquids or solids, liquid or gaseous products, or any toxic waste, hazardous waste
26 or hazardous substances, as those terms are defined in any appropriate and applicable laws, Code or
27 Ordinance including, but not limited to, the Comprehensive Environmental Response, Compensation and
28 Liability Act of 1980, as amended, at, upon, under or within the Leased Premises as a consequence of
29 ownership or other use thereof.

30 **34. Statutory Immunity.**

31 Nothing stated within this Lease shall be construed as limiting the Lessor's statutory immunity from
32 liability in tort.

33 **35. Governing Law.**

34 This Lease shall be construed in accordance with the laws of the State of Arkansas. In the event of

1 any legal action to enforce or interpret this Lease, the sole and exclusive venue shall be a court of
2 competent jurisdiction in Pulaski County, Arkansas, and the parties hereto agree and hereby submit to the
3 jurisdiction of that court. Nothing in this Lease shall be construed to waive existing Arkansas Statutes or
4 City of Little Rock Ordinances.

5 **36. Executed Copies.**

6 This Lease shall be executed in the original and any number of executed copies. Any copy of this
7 Lease so executed shall be deemed an original and shall be deemed authentic for any other use.

8 **37. Authority to Execute Lease.**

9 The Officials who have executed this Lease hereby represent and warrant that they have full and
10 complete authority to act on behalf of the Lessor and Lessee and that their signatures below, the terms and
11 provisions hereof, constitute valid and enforceable obligations of each.

12 **38. Entire Agreement and Amendments to Lease.**

13 This Lease Agreement represents the entire agreement between Lessor and Lessee and terminates and
14 supersedes all prior understandings or agreements on the subject matter hereof. This Lease Agreement
15 may be modified only by a further writing that is duly executed by an authorized representative of each of
16 the parties.

17 **39. Construction of Lease.**

18 This Lease shall be construed without regard to the identity of the person or persons who drafted the
19 provisions contained herein. Each and every provision of this Lease shall be construed as though each
20 party hereto participated equally in the drafting hereof. The parties acknowledge that each party has had
21 the opportunity to consult with such party's own attorney regarding this Lease.

22 **IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first**
23 **above written.**

24 **LESSOR:**
25 **CITY OF LITTLE ROCK**

26 **LESSEE:**
27 **BOARD OF TRUSTEES OF PHILANDER**
28 **SMITH COLLEGE**

29 **By: _____**
30 **Frank Scott, Jr., Mayor**

31 **By: _____**
32 **Roderick L. Smothers, Sr., Ph.D.**
33 **President and CEO**
34 **Philander Smith College**

35 **Date: _____**

36 **Date: _____**

37 **By: _____**
38 **Bruce T. Moore, City Manager**

1 **Date:** _____

2 **ATTEST:**

3

4 _____
5 **Susan Langley, City Clerk**

6

7 **Date:** _____

8

9 **APPROVED AS TO LEGAL FORM:**

10 **Thomas M. Carpenter, City Attorney**

11

12 **By:** _____
13 **Beth Blevins Carpenter, Deputy City Attorney**

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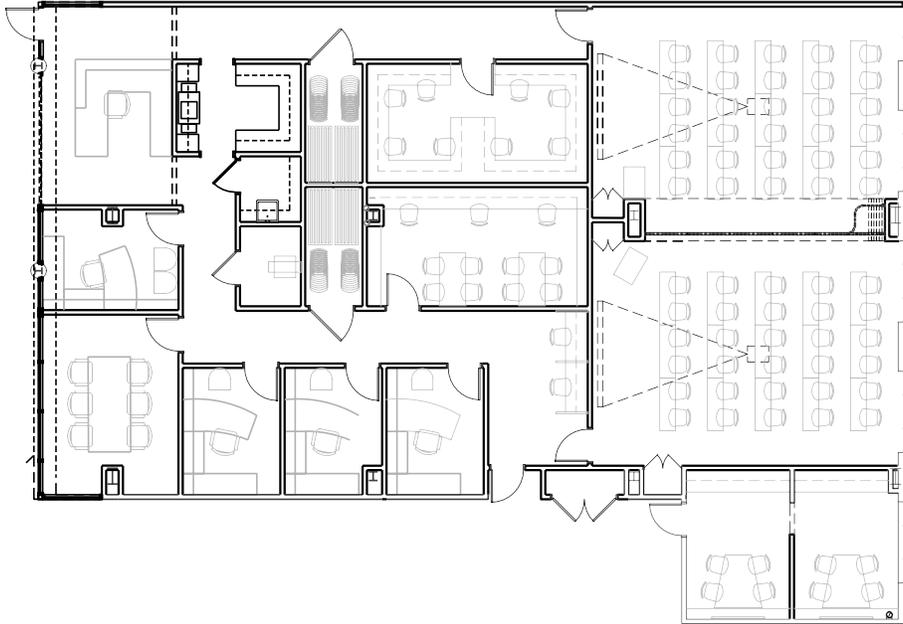
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Exhibit A

Map of Leased Premises



Philander Smith College Leased Area

