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**WHEREAS**, PotlatchDeltic Real Estate, LLC (formerly known as “Deltic Timber Corporation”), together with the Chenal Valley Property Owners Association, Inc. (together, the “Developer”) have, commencing in 1989, maintained and improved the shoulders of certain public rights-of-way generally referred to as Chenal Valley Drive, all as more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Public Right-of-Way”); and,

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS, AS FOLLOWS:**

**Section 2. Definitions.** For the purposes of the Agreement set forth and as provided in this Ordinance, the following words and phrases shall have the meaning given herein. When not inconsistent in the within context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

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- 1 (c) "Landscaping" – means any and all present and future landscaping, tree or shrub planting or  
2 removal, irrigation construction and maintenance of flowers, earthwork, structures, utilities,  
3 lights, or other improvements constructed or installed in the Public Right-of-Way, as subject  
4 at all times to the approval of the Chenal Valley Architectural Control Committee (the  
5 "ACC").
- 6 (d) "Public Right-of-Way" – means all of that public right-of-way more particularly set forth and  
7 defined in Exhibit "A" attached hereto and made a part hereof, and shall include the area on,  
8 below, or above the present and future streets, alleys, avenues, roads, highways, parkways or  
9 boulevards dedicated or required as right-of-way.

10 **Section 3. Basic Grant of Franchise.**

- 11 (a) There is hereby granted an exclusive license to construct, maintain, install, erect, remove,  
12 replace and locate the Landscaping, as more particularly defined in the Agreement or  
13 subsequent amendments to the Agreement, along, across, upon, over or under any Public  
14 Right-of-Way, as defined herein, for the purpose of enhancing the quality of life and public  
15 enjoyment by citizens, inhabitants, visitors to the City and other travelers on the Public Right-  
16 of-Way, and to provide for the ongoing maintenance, upkeep, mowing, planting, tree and  
17 plant installation, removal, replacement, and all other actions necessary and appropriate to the  
18 fulfillment of the purposes of this Ordinance and this Agreement, for the term of this  
19 Agreement, subject to the terms and conditions of this Agreement.
- 20 (b) The grant of this Agreement by the City shall not convey title, equitable or legal, in the Public  
21 Right-of-Way, and shall give only the exclusive right to occupy, access, cross and otherwise  
22 use the Public Right-of-Way, for the purposes and for the periods stated in this Agreement.  
23 This Agreement does not:
- 24 (1) grant the right to use other property or improvements owned or controlled by the City or  
25 a third party, without the consent of such party;
- 26 (2) grant the authority to construct, maintain or operate any improvement or related  
27 appurtenance on property owned by the City outside of the Public Right-of-Way,  
28 specifically including, but not limited to park land property, City Hall property, and  
29 appellate court facility property; or
- 30 (3) excuse the Developer from attaining appropriate access or access agreements before  
31 locating any Landscaping in the Public Right-of-Way owned or controlled by the City  
32 and not covered by this Agreement.
- 33 (c) As a condition of this grant, the Developer is required to obtain any necessary permit, license,  
34 certification, grant, registration or any other authorization required by an appropriate

1 governmental entity other than the City, including the ACC. The Developer shall also  
2 comply with all applicable laws, statutes and/or City regulations including, but not limited to,  
3 those relating to the construction and use of the Public Right-of-Way encompassed by this  
4 Ordinance and the Agreement.

- 5 (d) The authority granted herein includes the continuing maintenance, upkeep, mowing, planting,  
6 pruning, tree and plant installation and removal and other actions necessary to the ongoing  
7 maintenance of the entire Public Right-of-Way, by the Developer.

8 **Section 4. Use of Public Right-of-Way.**

- 9 (a) The Developer shall have the right to construct, maintain, operate and secure its Landscaping  
10 along, across, upon, over and under the Public Right-of-Way. Such Landscaping shall also  
11 be constructed and maintained as not to obstruct or hinder the usual travel or public safety on  
12 any public ways or obstruct the legal use by other third parties.

- 13 (b) The Developer's use of the Public Right-of-Way shall always be subject and subordinate to  
14 the reasonable public health, safety and welfare requirements and regulations of the City.  
15 The Developer shall be subject to all applicable laws and statutes, and/or rules, regulations,  
16 policies, resolutions, and ordinances adopted by the City, relating to the construction and use  
17 of the Public Right-of-Way except as provided in this Agreement.

- 18 (c) Further, the Developer shall comply with the following:

- 19 (1) The Developer's use of the Public Right-of-Way shall in all matters be subordinate to the  
20 City's use or occupation of the Public Right-of-Way. Without limitation of its rights, the  
21 City expressly reserves the right to exercise its governmental powers now and hereafter  
22 vested or granted in the City. The Developer shall coordinate the installation of its  
23 Landscaping in the Public Right-of-Way in a manner which minimizes adverse impact on  
24 public improvements, as reasonably determined by the City and the ACC. Where  
25 installation is not otherwise regulated, the Landscaping shall be placed with adequate  
26 clearance from such public improvements so as not to impact or be impacted by such  
27 public improvement as defined in the City's Engineering Design Standards and  
28 Construction Specifications.

- 29 (2) All earth, materials, sidewalks, paving, crossings, utilities, public improvements, or  
30 improvements of any kind located within the Public Right-of-Way damaged or removed  
31 by the Developer in its activities under this Agreement shall be fully repaired or replaced  
32 promptly by the Developer without cost to the City to the reasonable satisfaction of the  
33 City; however, when such activity is a joint project of utilities or the Developer, the  
34 expenses thereof shall be prorated among the participants, and to the reasonable

satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Ordinance or the Agreement shall require the Developer to repair or replace any materials, trees, flowers, shrubs, landscaping or structures that interfere with the Developer's access to any Landscaping located in the Public Right-of-Way or an adjacent utility easement. Any excavation, back filling, repair and restoration, and all other work performed in the Public Right-of-Way shall be done in conformance with the City's Engineering Design Standards and Construction Specifications, as promulgated by the City Engineer and as approved by the ACC. The City Engineer has the authority to inspect the repair or replacement of the damage, and if necessary, to require the Developer to do the additional necessary work. At the time of any inspection, the City Engineer may order the immediate cessation of any work, which poses a serious threat to the life, health, safety, or wellbeing of the public. Notice of the unsatisfactory restoration and the deficiencies found will be provided to the Developer and a reasonable time not to exceed 30 days will be provided to allow for the deficiencies to be corrected.

- (3) Except in the event of an emergency, as reasonably determined by the Developer, the Developer shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Landscaping which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception, all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic, shall be properly signed, barricaded, and otherwise protected.
- (4) The Developer shall maintain and file with the City updated maps, in such form as may be required by the City Engineer, providing the location and sufficient detail of all existing and new Landscaping in the Public Right-of-way, and such other related information as may be reasonably required by the City Engineer of all users of the Public Rights-of-Way. Such maps shall be updated and kept current with the City.
- (5) The Developer shall be responsible for its costs that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Landscaping within the Public Right-of-Way. The Developer shall be responsible for its own costs incurred removing or relocating its Landscaping when required by the City due to City requirements relating to maintenance and use of the Public Right-of-Way for government purposes.

1 (6) The Developer shall take adequate measures to protect and defend the Landscaping in the  
2 Public Right-of-Way from harm or damage. If the Developer fails to accurately locate  
3 the Landscaping when requested, it shall have no claim for costs or damages against the  
4 City.

5 (7) At a minimum, and without limitation, the Developer shall comply with all building and  
6 zoning codes currently or hereafter in force in the City.

7 (8) The Developer shall comply with all technical and zoning standards governing  
8 construction, reconstruction, installation, operation, testing, use, maintenance, and  
9 dismantling of Landscaping in the Public Right-of-Way, as required by present and future  
10 Federal, State, and City laws and regulations.

11 **Section 5. Indemnity and Hold Harmless Requirements.**

12 (a) The Developer shall indemnify, defend and hold harmless (the “Indemnifying Party”), the  
13 City, its directors, officers, employees, representatives and members, partners, trustees and  
14 affiliates (collectively, the “Indemnified Party”) from and against any and all costs, liabilities,  
15 losses and expenses (including, but not limited to, reasonable attorneys’ fees) resulting from  
16 any claim, demand, suit, action, judgment, loss or proceeding brought against the Indemnified  
17 Party for:

18 (1) Personal injury and death;

19 (2) Damage to any personal or real property; or

20 (3) Any unauthorized use of the Landscaping of the Indemnified Party.

21 If the Developer and the City are found jointly liable by a court of competent jurisdiction,  
22 liability shall be apportioned comparatively in accordance with the laws of the State of  
23 Arkansas without, however, waiving any governmental immunity available to the City under  
24 State law and without waiving any defenses of the parties under State or Federal law.

25 (b) During any construction phase, the Developer shall have in place commercial, general  
26 liability and automobile liability insurance in amounts acceptable to the City.

27 **Section 6. Reservation of Rights.** In entering into the Agreement, neither the City’s nor the  
28 Developer’s present or future legal rights, positions, claims, assertions or arguments before any  
29 administrative agency or court of law are in any way prejudiced or waived. By entering into this  
30 Agreement, neither the City nor the Developer waives any rights, but instead expressly reserves any and  
31 all rights, remedies and arguments the City or the Developer may have at law or equity, without  
32 limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or  
33 future laws, non-franchise ordinances and/or rulings.

1       **Section 7. Failure to Enforce.** The failure by either the City or the Developer to insist in any one or  
2 more incidences upon the strict performance of any one or more of the terms or provisions of this  
3 Agreement shall not be construed as a waiver or relinquishment for the future of any term or provision,  
4 and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have  
5 been made by the City or the Developer unless said waiver or relinquishment is in writing and signed by  
6 both the City and the Developer.

7       **Section 8. Term and Termination.**

8           (a) This Agreement shall be effective for an initial term of ten (10) years from the effective date  
9 of this Agreement. Thereafter, the Agreement will renew for additional ten (10) year terms,  
10 unless either party notifies the other party of its intent to terminate or renegotiate the  
11 Agreement at least 180 days before the termination of the then current term. The additional  
12 term shall be deemed a continuation of this Agreement and not as a new franchise or  
13 amendment.

14          (b) Upon written request of either the City or the Developer, this Agreement shall be renegotiated  
15 at any time in accordance with the requirements of State law upon any of the following  
16 events: changes in Federal, State or local laws, regulations or orders that materially affect any  
17 rights or obligations of either the City or the Developer.

18          (c) In any event the parties are actively negotiating in good faith a new agreement or an  
19 amendment to this Agreement on the termination date of this Agreement, the parties by  
20 written mutual agreement may extend the termination date of this Agreement to allow for  
21 further negotiations. Such extension period shall be deemed a continuation of this Agreement  
22 and not as a new franchise license or amendment.

23       **Section 9. Point of Contact and Notices.** The Developer shall at all times maintain with the City a  
24 local point of contact who shall be available at all times to act on behalf of the Developer in event of an  
25 emergency. The Developer shall provide the City with said local contact's name, address, telephone  
26 number, fax number and email address. Emergency notice of the Developer to the City may be made by  
27 telephone to the City Clerk or the Public Works Department Director. All other notices between and  
28 among the parties shall be in writing and shall be made by personal delivery, depositing such notice in the  
29 U.S. Mail, Certified Mail, return receipt requested or facsimile. Any notice served by U.S. Mail or  
30 Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of  
31 such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed  
32 received by the next business day. "Business Day" for purposes of this section shall mean Monday  
33 through Friday, City and/or the Developer-observed holidays excepted.

1	To the City:	Office of the City Manager
2		500 West Markham Street, 2 <sup>nd</sup> Floor
3		Little Rock, Arkansas 72201
4		Phone: 501-371-4510
5		
6	To PotlatchDeltic:	PotlatchDeltic Real Estate, LLC
7		ATTN: Sean Hoagland
8		Vice President of Real Estate Development
9		Chenal Properties, Inc.
10		7 Chenal Club Blvd.
11		Little Rock, Arkansas 72223
12		
13	To Chenal Valley	Chenal Valley Property Owners Association, Inc.
14	Property Owners	ATTN: Sean Hoagland
15	Association, Inc.:	Vice President of Real Estate Development
16		Chenal Properties, Inc.
17		7 Chenal Club Blvd.
18		Little Rock, Arkansas 72223

**Section 10. Transfer and Assignment.** This Franchise is granted solely to the Developer and shall not be transferred or assigned without the prior written approval of the City which shall be in accordance with applicable law; provided that such transfer and assignment may occur without written consent of the City to a wholly owned parent or subsidiary of the Developer, between wholly owned subsidiaries of the Developer, or to an entity acquiring all or substantially all of the Developer's assets.

**Section 11. Acceptance of Terms.** The Developer shall have sixty (60) days after the final passage and approval of this Ordinance to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Ordinance, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Ordinance and acceptance shall constitute a contract between the City and the Developer subject to the provisions of the laws of the State of Arkansas, and such contract shall be deemed effective on the date the Developer files acceptance with the City.

**Section 12. Force Majeure.** Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war, pandemics and other disasters beyond the Developer's or the City's control.

**Section 13. Severability.** In the event any section, subsection, subdivision, paragraph or subparagraph, item, sentence, clause, phrase or word of this Ordinance is declared or judged to be invalid or unconstitutional, such a declaration or adjudication shall not affect the remaining provisions of this Ordinance, as if such invalid or unconstitutional provision were not originally a part of this Ordinance.

**Section 14. Repealer.** All ordinances, resolutions, bylaws and other matters inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**PASSED:**

**ATTEST:**

\_\_\_\_\_  
**Allison Segars, City Clerk**

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Thomas M. Carpenter, City Attorney**

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1 **THIS FRANCHISE AGREEMENT** is entered into as of the \_\_\_\_ day of \_\_\_\_\_,  
2 2025.

3  
4 POTLATCHDELTIC REAL ESTATE, LLC

5  
6 By:\_\_\_\_\_

7 Sean Hoagland  
8 Vice President of Real Estate Development  
9

10 CHENAL VALLEY PROPERTY OWNERS  
11 ASSOCIATION, INC.  
12

13 By:\_\_\_\_\_

14 Sean Hoagland  
15 Vice President of Real Estate Development  
16

17 Title:\_\_\_\_\_

18  
19 CITY OF LITTLE ROCK, ARKANSAS

20  
21 By:\_\_\_\_\_

22 Frank Scott, Jr., Mayor  
23

24 ATTEST:

25  
26 \_\_\_\_\_

27 Allison Segars, City Clerk

28 APPROVED AS TO FORM:

29  
30 \_\_\_\_\_

31 Tom Carpenter, City Attorney  
32

1 ACKNOWLEDGMENT

2  
3 STATE OF ARKANSAS  
4 COUNTY OF PULASKI  
5

6 On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a  
7 Notary Public, duly commissioned, qualified and acting, within and for said County and State,  
8 appeared in person the within named Sean Hoagland, who stated that he is the Vice President of  
9 Real Estate Development of PotlatchDeltic Real Estate, LLC, and further stated and  
10 acknowledged that he, in such capacity, had so signed, executed and delivered said foregoing  
11 instrument for the consideration, uses and purposes therein mentioned and set forth.  
12

13 IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
14

15 \_\_\_\_\_  
16 Notary Public  
17

18 My Commission Expires:  
19  
20 \_\_\_\_\_  
21  
22

## ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Sean Hoagland, who stated that he is the Vice President of Real Estate Development of Chenal Valley Property Owners Association, Inc., and further stated and acknowledged that he, in such capacity, had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

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On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Frank Scott, Jr., who stated that he is the Mayor of the City of Little Rock, Arkansas, and further stated and acknowledged that he, in such capacity, had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

My Commission Expires:

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## **EXHIBIT "A"**

### **Chenal Valley Drive Public Right-of-Way**

#### **Legal Description**

A strip of land lying between the Chenal Valley Drive right-of-way and the back of curb on Chenal Valley Drive, said right-of way being more particularly described as beginning 25 feet South of the SE corner of Lot 32, Block 3, Chenal Valley "DuClair Court", Little Rock, Arkansas; Thence westerly, northerly and easterly along said right-of-way to a point 25 feet north of the NW corner of Lot 5, Block 85, Chenal Valley "Deauville Place", Little Rock, Arkansas; thence continuing Easterly 145 feet to the point of termination.

**AND**

A strip of land lying between the Chenal Valley Drive right-of-way and the back of curb on Chenal Valley Drive, said right-of way being more particularly described as beginning at the NE corner of Tract A, Block 16, Chenal Valley, Little Rock, Arkansas; said point also being on the West right-of-way of Chenal Parkway; thence westerly, northerly and easterly along the right-of-way of Chenal Valley Drive to a point on the westerly right-of-way of Gordon Road, and the point of termination.

**AND**

A strip of land lying between the westerly right-of-way of Gordon Road and the back of the west curb on Gordon Road, said right-of way being more particularly described as beginning at the intersection of the west right-of way of Gordon Road and the north line of Section 27, T-2-N, R-14-W, Pulaski County Arkansas; thence southerly to the north right-of-way of Chenal Valley Drive.

**AND**

A strip of land lying between the easterly right-of-way of Gordon Road and the back of east curb on Gordon Road, said right-of way being more particularly described as beginning at the intersection of the east right-of way of Gordon Road and the north line of Section 27, T-2-N, R-14-W, Pulaski County, Arkansas; thence southeasterly to the east line of said Section 27 and the point of termination.

