

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF
A RIGHT-OF-WAY DEED AND AGREEMENT; AND FOR OTHER
PURPOSES.**

WHEREAS, residential and commercial development in West Little Rock and neighboring parts of Pulaski County has increased traffic on many of the major thoroughfares and streets which connect the City and the County;

WHEREAS, growth in traffic has resulted in the creation of a number of congested intersections on various County and City streets and roads and, in particular, at the intersections of Kanis, Denny and Stewart Roads immediately adjacent to the corporate limits of the City;

WHEREAS, in September of 2020, the Pulaski County Quorum Court adopted its Resolution No. 20-R0-27 which, among other things, “authorized and directed” the County Judge “to execute all appropriate agreements and contracts necessary to expedite the construction” of a traffic roundabout and safety improvement project at the intersections of Kanis, Denny and Stewart Roads (the “Project”);

WHEREAS, as an incentive to construct the Project, PotlatchDeltic Real Estate, LLC (“PotlatchDeltic”), offered in 2019 to donate any of its adjoining property for needed right-of-way conditioned upon the County agreeing to construct the Project and the City agreeing to waive any future Master Street Plan requirements on or adjacent to PotlatchDeltic’s remaining property at the intersections of Kanis, Denny and Stewart Roads, (the “adjoining property”) in consideration of the donation of the needed right- of-way;

WHEREAS, in consideration of the County’s agreement to construct the Project, and PotlatchDeltic’s offer of right-of-way, the City desires to direct and authorize the Mayor or other appropriate City officers to execute a Right of Way Agreement and Dedication Deed substantially in the form attached hereto and made a part hereof as Exhibit “A” (the “Agreement”) upon agreement of Pulaski County, City of Little Rock, and PotlatchDeltic. The Agreement is only enforceable upon the execution of all parties to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors for the City of Little Rock, Arkansas, as follows:

Section 1. The Mayor or other authorized officials of the City are hereby authorized and directed to execute and deliver the Agreement on behalf of the City as soon as possible after the adoption of this Resolution so as not to create any further delays in the implementation of the Project by the County. All

parties recognize that the City is not required to construct, acquire property through eminent domain, or build any traffic signals, roundabouts or any other traffic calming devices unless such costs and property acquisitions for the project are approved by the City of Little Rock Board of Directors on behalf of any party.

Section 2. The City does hereby agree and confirm that upon acceptance and recording of the Right of Way Agreement and Dedication Deed attached hereto and made a part hereof, that the City shall not require, demand, or seek to condemn any additional rights of way within the lands described in Exhibit “B” attached to the Right of Way Agreement and Dedication Deed which are adjacent and contiguous to the Dedicated Property described in Exhibit “A” attached hereto and made a part hereof unless necessary for the public safety health and welfare of the City.

Section 3. Any and all ordinances, resolutions or other enactments of the City in conflict herewith are hereby repealed and set aside.

Section 4. This Resolution shall be in effect from and after its date of adoption.

APPROVED: March 4, 2025

ATTEST:

APPROVED:

Allison Segars, City Clerk

Frank Scott, Jr., Mayor

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

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EXHIBIT “A” TO RESOLUTION

THIS INSTRUMENT PREPARED BY:

John William Spivey III

Wright, Lindsey & Jennings LLP

200 West Capitol Ave., Suite 2300

Little Rock, Arkansas 72201

**RIGHT-OF-WAY AGREEMENT
AND DEDICATION DEED
(Limited Liability Company)**

That PotlatchDeltic Real Estate, LLC, a limited liability company organized under the laws of the State of Arkansas (“Grantor”), for and in consideration of the benefits accruing and to accrue to it and to the public generally, does hereby dedicate, give and convey unto PULASKI COUNTY, ARKANSAS, a duly constituted county under the laws of the State of Arkansas (“Grantee”), a permanent right-of-way in, on, under, over and across those certain lands (the “Dedicated Property”) shown and described as in the legal description attached hereto as Exhibit “A” and made a part hereof, for the purposes of a public street and traffic roundabout, the installation and maintenance of public utilities, and other public purposes consistent with right-of-way use (the “Permitted Improvements”), including but not limited to the right to grant entry into the right-of-way through franchise agreements with other entities, and in further consideration of the covenants, agreements, and understandings by and among the Grantor, the Grantee, and the City of Little Rock, a duly incorporated city of the first class under the laws of the State of Arkansas (the “City”), which City does hereby acknowledge by its execution of this Right- of-Way Agreement and Dedication Deed by all parties, that such dedication is of direct and significant benefit and value to the City. The County and the City do hereby agree and confirm that upon acceptance and recording of this Right-of-Way Agreement and Dedication by the County and the City neither the County nor the City shall require, demand, or seek to condemn any additional rights-of-way within the lands described in Exhibit “B” attached hereto and made a part hereof which are adjacent and contiguous to the Dedicated Property.

This conveyance is made upon the express limitations that the Dedicated Property described hereinabove shall be used by Grantee for Permitted Improvements together with such purposes as may be necessary and appropriate in relation thereto and for no other purposes.

The Grantee's (and its successors' and assigns') estate in the Dedicated Property shall continue only for as long as the Dedicated Property is used for Permitted Improvements and upon the further condition that construction of and completion of all such Permitted Improvements shall be accomplished not later than two years (the "Construction Period") from the date of this Dedication Deed. In the event that the Permitted Improvements on the Dedicated Property shall not be completed within such Construction Period, the Dedicated Property, together with all improvements, buildings and fixtures located thereon that are of a permanent nature, and the title thereto shall immediately and automatically revert to the Grantor, its successors and assigns, it being the intent of the Grantor to convey hereby a determinable fee which shall terminate, and the title revert, upon the use of the Dedicated Property for any purpose other than construction of the Permitted Improvements.

Notwithstanding the immediately preceding sentence, title to the Dedicated Property shall not revert to the Grantor, its successors and assigns, unless and until the Grantor (or its successors and assigns, as appropriate) shall give written notice to Grantee (or its successors and assigns, as appropriate) stating that the Dedicated Property is being used for other than the Permitted Improvements and a period of ninety (90) days shall have lapsed from the date of such notice without the Grantee's (or its successors' and assigns', as appropriate) having resumed use of the Dedicated Property for Permitted Improvements.

Grantor warrants that Grantor is the owner of the Dedicated Property and will defend title to the Dedicated Property against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full authority to grant this Dedication Deed according to its terms.

TO HAVE AND TO HOLD the Dedicated Property unto the said Grantee forever, together with all tenements, appurtenances and hereditaments thereunto belonging, until such time as the use of the Dedicated Property is relinquished by the Grantee.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, Grantor, the said PotlatchDeltic Real Estate, LLC, an Arkansas limited liability company, caused these presents to be signed by its Vice President, all in accordance with and pursuant to a resolution of the Board of Directors of the Grantee on this _____ day of _____, 2025.

PotlatchDeltic Real Estate, LLC

By: _____
Sean A. Hoagland
Vice President

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF PULASKI)

On this ____ day of _____, 2025, before me, the undersigned duly commissioned Notary Public, qualified and acting within and for said County and State, appeared in person the within named Sean A. Hoagland and being the Vice President of PotlatchDeltic Real Estate, LLC, an Arkansas limited liability company, and who stated he was duly authorized in his capacity to execute the foregoing instrument for and in the name and on behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 2025.

Notary Public

My Commission Expires:

[SEAL]

ACCEPTANCE

Pulaski County, Arkansas, hereby accepts the above Right-of-Way Agreement and Dedication Deed for municipal purposes and agrees to the terms and conditions set forth above.

Dated this ____ day of _____, 2025.

Pulaski County, Arkansas

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF PULASKI)

On this ____ day of _____, 2025, before me, the undersigned duly commissioned Notary Public, qualified and acting within and for said County and State, appeared in person the within named _____ and being _____ of Pulaski County, Arkansas, a duly constituted county under the laws of the State of Arkansas, and who stated that he/she was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and on behalf of said Pulaski County, Arkansas, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 2025.

Notary Public

My Commission Expires:

[SEAL]

ACCEPTANCE

The City of Little Rock, Arkansas, hereby accepts the above Right-of-Way Agreement and Dedication Deed for municipal purposes and agrees to the terms and conditions set forth above.

Dated this _____ day of _____, 2025.

City of Little Rock, Arkansas

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF PULASKI)

On this ____ day of _____, 2025, before me, the undersigned duly commissioned Notary Public, qualified and acting within and for said County and State, appeared in person the within named _____ and being _____ of the City of Little Rock, Arkansas, a duly incorporated city of the first class under the laws of the State of Arkansas, and who stated that he/she was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and on behalf of said City of Little Rock, Arkansas, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 2025.

Notary Public

My Commission Expires:

[SEAL]

EXHIBIT "A" TO
RIGHT-OF-WAY AGREEMENT AND DEDICATION DEED

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 02 NORTH, RANGE 14 WEST, PULASKI COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT A FOUND ONE HALF INCH REBAR USED FOR THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREE 32 MINUTES 44 SECONDS WEST 374.82 FEET TO THE POINT OF BEGINNING; THENCE 16.82 FEET ALONG THE ARC OF A 925.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE SOUTH 57 DEGREES 15 MINUTES 18 SECONDS EAST 16.82 FEET TO A POINT; THENCE SOUTH 57 DEGREES 46 MINUTES 33 SECONDS EAST 8.74 FEET TO A POINT; THENCE 66.84 FEET ALONG THE ARC OF A 1825.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE SOUTH 58 DEGREES 49 MINUTES 30 SECONDS EAST 66.83 FEET TO A POINT; THENCE SOUTH 01 DEGREE 32 MINUTES 45 SECONDS WEST 82.17 FEET TO A POINT; THENCE SOUTH 01 DEGREE 32 MINUTES 45 SECONDS WEST 182.57 FEET TO A POINT; THENCE 85.02 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE SOUTH 47 DEGREES 10 MINUTES 06 SECONDS EAST 75.14 FEET TO A POINT; THENCE 254.04 FEET ALONG THE ARC OF A 10960.00 FOOT RADIUS CURVE TO THE LEFT; HAVING A CHORD BEARING AND DISTANCE NORTH 83 DEGREES 27 MINUTES 14 SECONDS EAST 254.03 FEET TO A POINT; THENCE NORTH 82 DEGREES 47 MINUTES 23 SECONDS EAST 213.71 FEET TO A POINT; THENCE SOUTH 67 DEGREES 53 MINUTES 49 SECONDS EAST 30.64 FEET TO A POINT; THENCE SOUTH 82 DEGREES 47 MINUTES 23 SECONDS WEST 240.43 FEET TO A POINT; THENCE 268.03 FEET ALONG THE ARC OF A 10975.00 RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 29 MINUTES 22 SECONDS WEST 268.03 FEET TO A POINT; THENCE 126.01 FEET ALONG THE ARC OF A 9525.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE SOUTH 83 DEGREES 48 MINUTES 36 SECONDS WEST 126.01 FEET TO A POINT; THENCE NORTH 01 DEGREE 32 MINUTES 44 SECONDS EAST 296.95 FEET TO A POINT; THENCE NORTH 01 DEGREE 32 MINUTES 45 SECONDS EAST 97.18 FEET TO THE POINT OF BEGINNING, CONTAINING 38,008 FEET OR 0.87 ACRES MORE OR LESS.

EXHIBIT "B" TO
RIGHT-OF-WAY AGREEMENT AND DEDICATION DEED

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 02 NORTH, RANGE 14 WEST, PULASKI COUNTY, ARKANSAS, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ONE HALF INCH REBAR USED FOR THE NORTHWEST
CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE
S01°32'44"W, 374.82 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF DENNY
ROAD; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY THE
FOLLOWING COURSES: 1) ALONG THE ARC OF A 925.00 FOOT RADIUS CURVE TO THE
RIGHT, HAVING A CHORD BEARING AND DISTANCE OF S57°15'18"E, 16.82 FEET;
2) S57°46'33"E, 8.74 FEET; 3) ALONG THE ARC OF A 1825.00 FOOT RADIUS CURVE TO THE
LEFT, HAVING A CHORD BEARING AND DISTANCE OF S58°49'30"E 66.84 FEET TO THE
POINT OF BEGINNING;

THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY THE FOLLOWING
COURSES; 1) ALONG THE ARC OF A 1825.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A
CHORD BEARING AND DISTANCE OF S60°37'28"E, 47.80 FEET;
2) S61°22'29"E, 288.60 FEET; 3) ALONG THE ARC OF A 1425.00 FOOT RADIUS CURVE TO THE
LEFT, HAVING A CHORD BEARING AND DISTANCE OF S64°38'09"E, 162.21 FEET;
4) S67°53'49"E, 76.51 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, S82°47'23"W, 213.71
FEET; THENCE ALONG THE ARC OF A 10960 FOOT RADIUS CURVE TO THE RIGHT, HAVING
A CHORD BEARING AND DISTANCE OF S83°27'14"W, 254.03 FEET; THENCE ALONG THE
ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND
DISTANCE OF N47°10'06"W, 75.14 FEET; THENCE N01°32'45"E, 264.74 FEET TO THE POINT OF
BEGINNING, CONTAINING 1.8288 ACRES MORE OR LESS.