RESOLUTION NO. ________

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A HISTORIC PRESERVATION EASEMENT TO THE STATE OF ARKANSAS, ACTING BY AND THROUGH THE ARKANSAS HISTORIC PRESERVATION PROGRAM, FOR PAVILION #1 IN BOYLE PARK, LOCATED IN THE CITY OF LITTLE ROCK, ARKANSAS, AND FOR OTHER PURPOSES.

WHEREAS, Boyle Park’s Pavilion #1 ("Pavilion") is located in the City’s Boyle Park, which was listed in the National Register of Historic Places on September 22, 1995; and,

WHEREAS, earlier this year, the City of Little Rock was awarded a Fifty-Six Thousand, Six Hundred Sixty-Seven Dollar ($56,667.00) grant from the Arkansas Historic Preservation Program for the repair of the flagstones surrounding the Pavilion and the walkway around the Pavilion in order to improve safety, to ensure compliance with the American Disabilities Act, and to restore the site’s historic appearance; and,

WHEREAS, a requirement to receive the grant funding is the provision to the Arkansas Historic Preservation Program of a Historic Preservation Easement of the Pavilion and the surrounding area to assist in preserving and maintaining the architectural, archaeological, historical, and cultural features; and,

WHEREAS, the provision of a Historic Preservation Easement of the Pavilion and the surrounding area to the Arkansas Historic Preservation Program will assist in maintaining the value and significance of the Pavilion and the surrounding area to the City of Little Rock and the State of Arkansas and allow funding of much of the repair work to be reimbursed through the grant from the Arkansas Historic Preservation Program.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a Historic Preservation Easement to the State of Arkansas, acting by and through the Arkansas Historic Preservation Program, on Pavilion #1 and the surrounding area located in Boyle Park. The easement is to be substantially in the form attached to this resolution as Exhibit A and as approved by the City Attorney.

Section 2. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
Section 3. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

ADOPTED: August 20, 2019

APPROVED:

__________________________  ________________________________
Susan Langley, City Clerk    Frank D. Scott, Jr., Mayor

APPROVED AS TO LEGAL FORM:

__________________________
Thomas M. Carpenter, City Attorney
HISTORIC PRESERVATION EASEMENT

This preservation and conservation easement, made the ____ day of ___, 2019, by and between CITY OF LITTLE ROCK ("Grantor") and THE STATE OF ARKANSAS, ACTING BY AND THROUGH THE ARKANSAS HISTORIC PRESERVATION PROGRAM, A DIVISION OF THE DEPARTMENT OF ARKANSAS HERITAGE. ("Grantee").

WITNESSETH:

WHEREAS, Grantee is a qualifying recipient of qualified conservation contributions under 26 U.S.C. Section 170, being part of the Internal Revenue Code, as amended from time to time (hereinafter the "Code");

WHEREAS, Grantee is authorized to accept conservation easements for all purposes set forth in Ark. Code Ann. § 15-20-401, et seq., entitled the Conservation Easement Act (the “Act”), to retain and protect property having significant architectural, archeological, historical, or cultural aspects;

WHEREAS, Grantor is owner in fee simple of certain real property in Pulaski County, Arkansas (hereinafter the “Premises”), said Premises including one (1) structure commonly known as Boyle Park Pavilion #1 (hereinafter the “Building”), and is more particularly described below;

WHEREAS, the Premises or Building was listed in the National Register of Historic Places on September 22, 1995, and is warranted by Grantor to be a certified historic structure;

WHEREAS, Grantor and Grantee recognize the historical, cultural, architectural or archaeological value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid value and significance of the Premises;

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the real property referred to herein will assist in preserving and maintaining the Boyle Park Pavilion #1 and the immediate surrounding area thereto (hereinafter the “Property”) and its architectural, archaeological, historical and cultural features;

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the
Property will assist in preserving and maintaining the aforesaid value and significance of the Property both to Grantor and Grantee;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a conservation easement on the Property;

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant, bargain, sell and convey unto Grantee, TO HAVE AND TO HOLD the same unto Grantee, an easement in gross in perpetuity (which easement is more particularly described below and will hereafter be referred to as the “Easement”) in and to that certain real property and the exterior surfaces of the Building located thereon, owned by Grantor, and more particularly described as:

[LEGAL PROPERTY DESCRIPTION]

PART OF THE NW1/4 OF THE NW1/4 OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 13 WEST, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SECTION 13; THENCE ALONG THE NORTH LINE OF SAID SECTION S87°16’16”E, 773.56’; THENCE LEAVING SAID NORTH LINE S02°43’44”W, 9.93’ TO THE POINT OF BEGINNING; THENCE S42°45’27”E, 148.63’; THENCE S25°50’53”W, 5.08’; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.57’ AND A CHORD BEARING AND DISTANCE OF S44°48’07”W, 18.66’; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 31.74’ AND A CHORD BEARING AND DISTANCE OF S78°10’47”W, 11.77’; THENCE CONTINUE ON A CURVE TO THE LEFT HAVING A RADIUS OF 99.35’ AND A CHORD BEARING AND DISTANCE OF S59°38’20”W, 12.75’; THENCE CONTINUE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 32.45’ AND A CHORD BEARING AND DISTANCE OF S41°24’48”W, 17.62’; THENCE S86°59’41”W, 33.43’; THENCE N37°16’03”W, 119.01’; THENCE N43°59’02”E, 77.89’ TO THE POINT OF BEGINNING, CONTAINING 0.27 (11,880.65 SQUARE-FEET) 0.27 ACRES, MORE OR LESS.

This Easement, to be of the nature and character hereinafter further expressed, shall constitute a binding servitude upon said Property of Grantor, and to that end Grantor covenants on behalf of itself, its successors and assigns, with Grantee, its successors and assigns, that such covenants shall run as a binding servitude, in perpetuity, upon the Property, and that each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Building and surrounding land area and which help maintain and assure the present and future integrity of the Building, shall also apply:
1. **Description of Facades.** In order to make more certain the full extent of Grantor’s obligations and the restrictions on the Property, and in order to document the external nature of the Building as of the date hereof, attached hereto as Exhibit A and incorporated herein by this reference are a set of photographs depicting the exterior surfaces of the Building and surrounding property and an affidavit specifying certain technical and locational information relative to said photographs satisfactory to Grantee, attached hereto as Exhibit B. It is stipulated by Grantor and Grantee that the external nature of the Building as shown in Exhibit A is deemed to be the external nature of the Building as of the date the photographs were taken and that the external nature of the Property remained the same until the execution of the Grant Contract, Grant No. 20-HPRG-04, between the Arkansas Historic Preservation Program and the City of Little Rock, Arkansas. The external nature of the Building as shown in Exhibit A, *i.e.*, the chimney, railings, and posts around the perimeter, is hereinafter referred to as the “Facades.”

2. **Grantor’s Covenants.** In furtherance of the easement herein granted, Grantor undertakes, of itself, to do (and to refrain from doing as the case may be) upon the Property each of the following, which contribute to the public purpose of significantly protecting and preserving the Property:

   (a) Grantor shall not demolish, remove or raze the Property or the Facades except as provided in Paragraphs 6 and 7.

   (b) Without the prior express written permission and approval of Grantee (which shall be granted or withheld solely in the discretion of Grantee), signed by a duly authorized representative thereof, it being understood and agreed by Grantor that such authorization may not be obtained orally, by estoppel or waiver, or in any other manner other than as expressly set forth above (the “Approval”), Grantor shall not undertake any of the following actions:

      (i) Increase or decrease the height of the Facades or the Property;

      (ii) Adversely affect the structural soundness of the Facades;

      (iii) Make any changes to the Facades including the alteration, partial removal, construction, remodeling or other physical or structural change including any change in surfacing, with respect to the appearance or construction of the Facades, with the exception of ordinary maintenance pursuant to Paragraph 2(c) below;

      (iv) Erect anything on the Property or on the Facades which would prohibit them from being visible from street level, except for a temporary structure during any period of approved alteration or restoration;
(v) Permit any significant reconstruction, repair, repainting or refinishing of
the Facades that alters their state from the existing condition. This
subsection (v) shall not include ordinary maintenance pursuant to
Paragraph 2(c) below; and

(vi) Erect, construct or move anything on the Property that would encroach on
the open land area surrounding the Property and interfere with a view of
the Facades or be incompatible with the historic or architectural character
of the Property or the Facades.

(c) Grantor agrees at all times to maintain the Property in a good and sound state of repair
and to maintain the Facades and the structural soundness and safety of the Property
and to undertake the Minimum Maintenance Program attached as Exhibit C so as to
prevent deterioration of the Facades. Subject to the casualty provisions of Paragraphs
5, 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair and
reconstruction whenever necessary to have the external nature of the Property at all
times appear to be and actually be the same as the Facades.

(d) No buildings or structures, including satellite receiving dishes, camping
accommodations or mobile homes not presently on the Property shall be erected or
placed on the Property hereafter, except for temporary structures required for the
maintenance or rehabilitation of the property, such as construction trailers, without the
express written consent of Grantee.

(e) No signs, billboards, awnings or advertisements shall be displayed or placed on the
Property; provided, however, that Grantee may, with an Approval, erect such signs or
awnings as are compatible with the preservation and conservation purposes of this
Easement and appropriate to identify the Property and any activities on or in the
Property.

(f) There shall be no removal, destruction or cutting down of large trees or landscaping
integral to the preservation and conservation purposes of this Easement; provided,
however, that Grantor may, with an Approval, undertake such landscaping of the
Property as is compatible with the preservation and conservation purposes of this
Easement and which may involve removal or alteration of present landscaping,
including trees, shrubs or other vegetation.

(g) No dumping of ashes, trash, rubbish or any other unsightly or offensive materials shall
be permitted on the Property.

(h) The Property shall be used only for purposes consistent with the preservation and
conservation purposes of this Easement.

(i) After the date this Easement is recorded, the Property (or any part thereof or interest therein) shall not be subdivided, re-platted, or subjected to change in allowed land uses including without limitation action to change the allowed land uses or land use classification and the Property shall not be leased, mortgaged, sold, devised or conveyed (including without limitation conveyance of an easement or restrictive covenant) except as a unit.

(j) No utility transmission lines, except those reasonably necessary for the existing Property, may be created on the Property, subject to utility easements recorded as of the date this Easement is recorded.

3. Regarding public view and access, Grantor agrees to one or both of the following:

(a) Public View. Grantor agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure or improvements of the Property from adjacent publicly accessible areas such as public streets.

---or---

(b) Public Access. Grantor shall make the Property accessible to the public on a minimum of two (2) days per year from 10:00 AM to 4:00 PM and at other times by appointment, to permit persons affiliated with educational organizations, professional architectural associations and historical societies to study the Property. Any such public admission may be subject to restrictions having an Approval as reasonably designed for the protection and maintenance of the Property. Grantee, on request of Grantor, shall furnish such guides and/or guardians as may reasonably be necessary or desirable for such restrictions. Such admission may also be subject to a reasonable fee, if any, having an Approval. Grantee may make photographs, drawings or other representations documenting the significant historical, cultural or architectural character and features of the property and distribute them to magazines, newsletters or other publicly available publications, or use them to further its stated purposes.

4. Standards for Review. In exercising any authority created by this Easement to inspect the Property or the Facades, to review any construction, alteration, repair or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the Property following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter the “Standards”) and state or local standards
considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically, architecturally or culturally significant areas. Grantor agrees to abide by the Standards in performing all ordinary repair and maintenance work and the minimum maintenance program described in Paragraph 2(c) and contained in Exhibit C. In the event the Standards are abandoned or materially altered or otherwise become, in the sole judgment and discretion of Grantee, inappropriate for the purposes set forth above, Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. **Casualty Damage or Destruction.** In the event that the Property or any part thereof shall be damaged or destroyed by casualty, Grantor shall notify Grantee in writing within one (1)-day of learning of the damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this instrument, the term “casualty” is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the Code (construed without regard to legal status, trade or business of Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety shall be undertaken by Grantor without an Approval. Within four (4) weeks of the date of damage or destruction, Grantor shall submit to Grantee a written report prepared by a qualified restoration architect and/or an engineer, if required, acceptable to Grantor and Grantee which shall include the following:

(a) An assessment of the nature and extent of the damage;

(b) A determination of the feasibility of the restoration of the Facades and reconstruction of damaged or destroyed portions of the Property; and

(c) A report of all work necessary to return the Property to the condition existing at the time the Grant Contract was executed or to the condition to which the Property may have been altered only where alterations are done (the “Prior Condition”) pursuant to an Approval as set forth in Paragraph 2(b) of this Easement. If, in the opinion of Grantee, after reviewing such report, the purpose and intent of this Easement will be served by restoration and reconstruction of the Property to the Prior Condition, Grantor shall, within eighteen (18) months after the date of such damage or destruction, complete the restoration and construction of the Property in accordance with plans and specifications having an Approval up to at least the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Facades to the Prior Condition.

6. **Grantee’s Remedies Following Casualty Damage.** The foregoing notwithstanding, in the
event of damage resulting from casualty, as defined at Paragraph 5, which is of such magnitude
and extent as to defeat the purposes of this Easement, as determined by Grantee acting with sole
discretion, then:

(a) Grantee may elect to reconstruct the Property using insurance proceeds, donations or
other funds received by Grantor or Grantee on account of such casualty, but otherwise
at its own expense; or
(b) Grantee may elect to choose any salvageable portion of the Facades and remove them
from the Property, extinguish this Easement pursuant to Paragraph 26, and this
Easement shall thereupon be of no further force and effect, and Grantee shall execute
and deliver to Grantor acknowledged evidence of such fact suitable for recording in
the land records of the county wherein the Property is located, and Grantor shall deliver
to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Facade.

7. **Review After Casualty Loss.** If, in the opinion of Grantee, restoration and reconstruction
would not serve the purpose and intent of this Easement, then Grantor shall continue to comply
with the provisions of this Easement and seek an Approval altering demolishing, removing or
razing the Property and constructing new improvements on the Property.

8. **Grantee’s Covenants.** Grantee covenants that:

(a) Grantee is and will remain a qualified organization for purposes of Section 170(h)(3)
of the Code. In the event that Grantee’s status as a qualified organization is successfully
challenged, then Grantee shall promptly select another qualified organization and
transfer all of its rights and obligations under this Easement to it, which shall be the
sole and exclusive remedy of Grantor.

(b) In the event that Grantee shall at any time in the future become the fee simple owner
of the Property, Grantee for itself, its successors and assigns, covenants and agrees, in
the event of a subsequent conveyance of the same to another, to create a new
preservation and conservation easement either to retain such easement in itself or to
convey such easement to a similar unit of Federal, State or Local Government or Local,
State or National Organization whose purposes, inter alia, are to promote preservation
or conservation of historical, cultural or architectural resources, and which is a
qualified organization under Section 170(h)(3) of the Code.

(c) Grantee may, at its discretion and with prior notice to Grantor, convey, assign or
transfer this Easement to a unit of Federal, State or Local Government or to a similar
Local, State or National Organization whose purposes, inter alia, are to promote
preservation or conservation of historical, cultural or architectural resources, and which
at the time of the conveyance, assignment or transfer, is a qualified organization under
Section 170(h)(3) of the Code, provided that any such conveyance, assignment or
transfer requires that the preservation and conservation purposes for which this
Easement was granted will continue to be carried out.

9. **Inspection.** Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the Facades. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Property to determine compliance with this Easement and maintenance of structural soundness and safety. Inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually, and may involve reasonable testing of interior structural condition. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to unreasonably withhold its consent in determining a date and time for such inspection.

10. **Grantee’s Remedies.** Grantee has the following legal remedies to correct any violation of any covenant, stipulation or restriction herein, in addition to any remedies now or hereafter provided by law:

    (a) Grantee may, following thirty (30) days written notice to Grantor, institute suit to enjoin such violation by ex parte, temporary, preliminary and permanent injunction, including prohibitory and mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required by this Easement.

    (b) Representatives of Grantee may, following reasonable notice to Grantor, enter upon the Property, correct any such violation, and hold Grantor, its successors and assigns responsible for the cost thereof.

        (i) Grantee shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate Liability Insurance and Worker’s Compensation Coverage.

    (c) Grantee shall also have available all other legal and equitable remedies to enforce Grantor’s obligations hereunder.

    (d) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.
11. **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice, demand, letter or bill received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor’s compliance with such notice, demand, letter to bill, where compliance is required by law.

12. **Notice of Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of this Easement to potential new owners prior to sale closing.

13. **Runs with the Land.** The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee, and the words “Grantor” and “Grantee” when used herein shall include all such persons, whether or not such persons have signed this Easement or then have an interest in the Property. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the Property by reason of a bona fide transfer for full value, solely except for violations in existence at the time of transfer, for which Grantor and all successors to Grantor shall be jointly and severally responsible, except that Grantee may seek enforcement against any person deemed responsible without necessity of joining all such responsible persons. Any right, title, or interest herein granted to Grantee shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word “Grantee” shall include all such successors and assigns.

14. **Recording.** Grantee shall do and perform all acts necessary to prompt recording of this instrument in the real estate records of the county wherein the Property is located, and Grantor shall pay for the expense of recording. A survey of the Property and Proof of the City’s ownership of the parcel of real property on which the Property is located are attached as Attachment 2.

15. **Existing Liens.** Except for those matters shown in Exhibit D hereto, Grantor warrants to Grantee that no lien or encumbrance exists on the Property as of the date hereof. Grantor shall immediately cause to be satisfied or released any lien or claim of lien that may hereafter come to exist against the Property which may have priority over any of the rights, title or interest of Grantee in the Property.

16. **Subordination of Mortgages.** Grantor warrants and represents to Grantee that all mortgages, liens, charges and encumbrances (solely except for Ad Valorem and other County or Municipal Taxes) and other rights in the Property held by all persons or entities other than Grantee
(the “Lienholders”) are subject and subordinate at all times to the rights of Grantee pursuant to this Easement. Grantor warrants and represents that there are no Lienholders. The following provisions apply to all Lienholders now existing or hereafter claiming an interest in the Property:

(a) If a Lienholder has the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain as to all or any part of the Property or the right to receive insurance proceeds as a result of any casualty, hazard or accident occurring to or about the Property, the Lienholder shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to Grantee until the debt owed to such Lienholder is paid off and discharged, notwithstanding that the interest of the Lienholder is subordinate to this Easement.

(b) If a Lienholder has received an assignment of the leases, rents and profits of the Property as security or additional security for a loan, then the Lienholder shall have a prior claim to the leases, rents and profits of the Property and shall be entitled to receive same in preference to Grantee until the debt owed to such Lienholder is paid off, notwithstanding that the interest of the Lienholder is subordinate to this Easement.

(c) Until a Lienholder or purchaser at foreclosure obtains ownership of the Property, the Lienholder or purchaser shall have no obligation, debt or liability under this Easement.

(d) Before exercising any right or remedy due to breach of this Easement, except the right to enjoin a violation hereof, Grantee shall give all Lienholders of record written notice describing the default, and the Mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default.

(e) Nothing contained in the above paragraphs or in this Easement shall be construed to give any Mortgagee the right to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

17. **Plaques.** Grantee agrees that Grantor may provide and maintain a plaque on the Facades or the Property, which plaque shall not exceed eighteen (18) by twenty-four (24) inches in size, giving notice of the significance of the Property and the existence of this Easement.

18. **Indemnification - Immunity.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors and employees or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenses arising out of or in any way relating to the administration, performed in good faith, of this Easement, including but not limited to the granting or denial of consents hereunder, the reporting on or advising as to any condition on the Property, and the execution of work on the Property. In addition, Grantor (and all other persons or entities claiming rights hereunder)
acknowledges and agrees that nothing contained in this Easement, or otherwise, shall defeat, affect
or act to waive the sovereign and governmental immunity enjoyed and inuring in favor of Grantee.
The Grantee acknowledges and accepts the fact that entry into this Historic Preservation Easement
by Grantor and Grantee in no way reduces, diminishes, or waives all statutory and other immunities
that Grantor enjoys by virtue of its status as a municipal corporation and governmental entity.

19. **Taxes.** Grantor shall pay immediately, when first due and owing, all general taxes, special
taxes, special assessments, water charges, sewer service charges and other charges which relate to
or arise from the Property. Grantee is hereby authorized, but in no event required or expected, to
make or advance, upon three (3) days prior written notice to Grantor, in the place of Grantor, any
payment relating to any applicable taxes, assessments, water rates, sewer rentals and other
governmental or municipal charge, fine, imposition or lien asserted against the Property and may
do so according to any bill, statement or estimate procured from the appropriate public office
without inquiry into the accuracy of such bill, statement or assessment or into the validity of such
tax, assessment, sale or forfeiture.

20. **Insurance.** Grantor shall keep the Property insured by an insurance company having a size
of Class XIV or better and having a rating of “A+” or better by Best’s Insurance Reports for the
full replacement value, if such policy is available, and, if not, for the full appraised value, against
loss from the perils commonly insured under standard fire and extended coverage policies of a type
and in such amounts as would, in the opinion of Grantee, normally be carried on a property such
as the Property protected by a preservation and conservation easement. Such insurance shall
include Grantee’s interest and name Grantee as an additional insured and shall provide for at least
thirty (30) days’ notice to Grantee before cancellation and that the act or omission of one insured
will not invalidate the policy as to the other insured party. Proof of such insurance coverage is
attached hereto as Attachment 1. Furthermore, Grantor shall deliver to Grantee certificates
evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new
or renewed policies at least ten (10) days prior to the expiration of such policy. Grantee shall have
the right to provide insurance at Grantor’s cost and expense, should Grantor fail to obtain same.

21. **Written Notice.** Any notice which either Grantor or Grantee may desire to give or be
required to give to the other party shall be in writing and shall be mailed postage prepaid by first
class mail, or hand delivered; if to Grantor, then at Little Rock Parks and Recreation, 500 West
Markham Street, Room 108, Little Rock, Arkansas, 72201, Attention: Mark Webre, and if to
Grantee, then to Arkansas Historic Preservation Program, 1100 North Street, Little Rock, Arkansas,
72201, Attention: Conservation Easement Officer. Each party may change its address set forth
herein by a notice to such effect to the other party.
22. **Evidence of Compliance.** Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor’s compliance with any obligation of Grantor contained in this Easement.

23. **Stipulated Value of Grantee’s Interest.** Grantor acknowledges that upon execution and recording of this Easement, Grantee shall be immediately vested with a real property interest in the Property and that such interest of Grantee shall have a stipulated Fair Market Value, for purposes of allocating net proceeds in an extinguishment pursuant to Paragraph 26, equal to the ratio between the Fair Market Value of this Easement and the Fair Market Value of the Property prior to considering the impact of this Easement (hereinafter the “Easement Percentage”). In the event Grantor does not claim a charitable gift deduction for purposes of calculating Federal Income Taxes and submit a Qualified Appraisal, the Easement Percentage shall be 0%.

24. **Qualified Appraisal.** In the event Grantor claims a Federal Income Tax Deduction for donation of a “qualified real property interest” as that term is defined in Section 170(h)(2) of the Internal Revenue Code, Grantor shall provide Grantee with a copy of all appraisals (hereinafter, the “Qualified Appraisal” as that term is defined in P.L. 98-369, Section 155(a)(4), 98 Stat. 494 (1984)). Upon receipt of the Qualified Appraisal, this fully executed Easement, and any endowment requested hereunder by Grantee (if any), Grantee shall sign any appraisal summary form prepared by the Internal Revenue Service and submitted to Grantee by Grantor.

25. **Extinguishment.** Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the preservation and conservation purposes and necessitate the extinguishment of this Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Property or the Facades resulting from a casualty of such magnitude that Grantee approves demolition as explained in Paragraphs 5 and 7, or condemnation or loss of title of all or a portion of the Property or the Facades. Such an extinguishment must be either the result of a final judicial proceeding or have an Approval. Grantor shall be solely responsible for determining, reporting and paying any taxes, penalties or other sums, in addition to the legal, taxes and other effects of any extinguishment of this Easement.

26. **Interpretation and Enforcement.** The following provisions shall govern the effectiveness, interpretation and duration of this Easement.

   (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to affect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein
contained as provided in the Act.

(b) This Easement is executed in counterparts, each page of which (including exhibits) has been initialed by Grantor and Grantee for purposes of identification. In the event of any disparity between the counterparts produced, the recorded counterpart shall constitute the agreement of the parties.

(c) Except as expressly provided herein, nothing contained in this Easement grants, nor shall be interpreted to grant, to the public any right to enter on or into the Property.

(d) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to use more intensive architectural features (in terms of height, bulk or other objective criteria regulated by such ordinances) than the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above or below the Property during the term of this Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the preservation and conservation purposes of this Easement.

(e) For purposes of furthering the preservation of the Property and of furthering the other purposes of this Easement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the preservation and conservation purposes of this Easement. Such amendment shall become effective upon recording in the real estate records of the county where the Property is located.

(f) The invalidity of any statute providing authority for Grantee to enter into this Easement or any part of this Easement shall not affect the validity and enforceability of the remaining portions of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this Easement whether this Easement be enforceable by reason of a statute, common law or private agreement either in existence now or at any time subsequent hereto.

(g) Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall
cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and of such ordinance or regulation.

(h) This Easement and the documents attached to or referenced herein reflect the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, undertakings, agreements or representations are null and void upon execution hereof, unless set out in this instrument.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this preservation and conservation easement to be executed, sealed and delivered; and Grantee has caused this instrument to be accepted, sealed and executed in its corporate name by its Mayor and attested by its Secretary.

GRANTOR: City of Little Rock, Arkansas

_______________________________________
Frank D. Scott, Jr., Mayor

_______________________________________
Date

GRANTEE: State of Arkansas, Acting by and through the Arkansas Historic Preservation Program

_______________________________________
Scott Kaufman, AHPP Director & Deputy State Historic Preservation Officer

_______________________________________
Date
GRANTOR ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

On this _______ day of _________ came before me, a Notary Public within and for the County and State aforesaid, duly commissioned and acting personally appeared, Frank D. Scott, Jr., and Susan Langley, who acknowledged himself/herself to be the Mayor and City Clerk, respectively, of the City of Little Rock, a(n) municipal corporation in the State of Arkansas, and that they, as such officials, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this ______ day of ______________, 2019

__________________________________________
Notary Public

My Commission expires: _____________________

GRANTEE ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

On this _______ day of _________ came before me, a Notary Public within and for the County and State aforesaid, duly commissioned and acting personally appeared, Scott Kaufman, who acknowledged himself to be AHPP Division Director and Deputy State Historic Preservation Officer of the Division of Arkansas Heritage, a State Agency, and that he, as such Director and Deputy of the State Historic Preservation Office, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this ______ day of ______________, 2019

__________________________________________
Notary Public

My Commission expires: _____________________
Exhibit A

PHOTOGRAPHS OF PROTECTED PROPERTY

(BASELINE DOCUMENTATION)
(EACH PHOTOGRAPH MUST BE LABELED)
Boyle Park Pavilion, North and West Elevations, Standing N-NW looking S-SE

Boyle Park Pavilion, North and East Elevations, Standing N-NE looking S-SW
Boyle Park Pavilion, North and East Elevations, Standing NE corner looking west over flagstone patio

Boyle Park Pavilion, North Elevation, Standing N looking S
1 Boyle Park Pavilion, West Elevation, Standing W looking E
2
3
4 Boyle Park Pavilion, South Elevation, Standing S looking N
1 Boyle Park Pavilion, South and East Elevations, Standing SE looking NW

2

3

Boyle Park Pavilion, Standing SE boundary looking N-NW

4
Boyle Park Pavilion, East Elevation, Standing E looking W
Exhibit B

EXHIBIT “B”
VERIFICATION AFFIDAVIT

I verify that I took the photographs of Boyle Park Pavilion on July 12, 2019.

Name of property

Date

Signature
Exhibit C

MINIMUM MAINTENANCE STANDARDS

The property will be maintained in accordance with the U.S. Secretary of the Interior’s Standards for Rehabilitation.

The Secretary of the Interior’s Standards for Rehabilitation
http://www.nps.gov/history/hps/tps/tax/rhb/stand.htm

The Standards (Department of Interior regulations, 36 C.F.R. § 67.7) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building’s site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If
such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

_________________________________   __________________________
Frank D. Scott, Jr., Mayor     Date
Exhibit D

AFFIDAVIT OF EXISTING LIENS OR ENCUMBRANCES

X There are no liens or encumbrances on this property.

_____ There are liens or encumbrances on this property.

[Please complete the Subordination Agreement]

_______________________________________   __________________________
Frank D. Scott, Jr., Mayor     Date
### EVIDENCE OF PROPERTY INSURANCE

**Company:** Lexington Insurance Company  
100 Summer Street  
Boston, MA 02110-2136

**Effective Date:** 7/1/2019  
**Expiration Date:** 7/1/2020

**Loan Number:** 017471589/06  
**Policy Number:**

**Insured:** City of Little Rock  
500 West Markham  
Little Rock, AR 72201

**Location/Description:** Boyle Park

**Agent:** BXS Insurance  
P. O. Box 201510  
Little Rock, AR 72225

**Address:**

**Fax:** (501) 664-8052

**AGENCY:** CITYOFL-02  
**CITY/STATE:**

**PERILS INSURED:** Blanket Property (Boyle Park) Special (Including theft), Replacement Cost

<table>
<thead>
<tr>
<th>Coverage Perils</th>
<th>Forms</th>
<th>Amount of Insurance</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
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<td>Blanket Property (Boyle Park) Special (Including theft), Replacement Cost</td>
<td></td>
<td>$400,000,000</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

**Remarks:** (Including Special Conditions)

**Cancellation:**

**Additional Interest:** The ACORD name and logo are registered marks of ACORD

**Name and Address:**

State of Arkansas  
Arkansas Historic Preservation Program

**Authorized Representative:**

[Signature]
SURVEY AND LEGAL TITLE OR DEED TO PROPERTY

LEGAL DESCRIPTION:
PART OF THE NW\, OF THE NW\, OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 13 WEST, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID SECTION 13;
THENCE ALONG THE NORTH LINE OF SAID SECTION 337\, 161.60';
773.56'; THENCE LEAVING SAID NORTH LINE 502.4344' W, 8.69' TO THE POINT OF BEGINNING;
THENCE 521.1452' E, 146.67'; THENCE 520.3534' S, 329.39'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.57 AND A CHORD BEARING AND DISTANCE OF 544.4865' W, 19.66'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 31.74 AND A CHORD BEARING AND DISTANCE OF 568.1256' W, 11.77'; THENCE CONTINUE ON A CURVE TO THE LEFT HAVING A RADIUS OF 99.32 AND A CHORD BEARING AND DISTANCE OF 593.1231' W, 12.75'; THENCE CONTINUE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 32.69 AND A CHORD BEARING AND DISTANCE OF 518.3854' W, 17.62'; THENCE 388.1471' W, 33.43'; THENCE 398.3183' W, 119.07'; THENCE H43.21' S, 77.89' TO THE POINT OF BEGINNING;
CONTAINING 0.27 (1,660.65 SQFT) 0.27 ACRES MORE OR LESS.

CERTIFICATION:
THE SUBJECT PLAT AND SURVEY WHICH IS BASED WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS AS SET FORTH FOR PROPERTY SURVEYING AND PLATS AS PUBLISHED BY THE ARKANSAS DEPARTMENT OF AGRICULTURE, LAND SURVEY DIVISION.

HALFF ASSOCIATES INC.

LEGEND:
FND MONUMENT (AS NOTED).
SET MONUMENT (AS NOTED).
UNDERGROUND ELECT. --
CENTERLINE.
BOUNDARY LINE.
LAND SURVEY.

FLOOD STATEMENT
According to the FEMA Flood Insurance Rate Map (FIRM)
community panel no.: 0.1100 0.461G
issued: JUNE 7, 2019. The above described property is located in a special flood hazard area (SFHA) and is required to be insured to within the 100 year flood plain.
SPECIAL WARRANTY DEED.
With Reassignment of Power.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, John F. Boyle and Snow Yowell Boyle, his
wife, for and in consideration of the sum of ONE DOLLAR ($1.00),
paid by the City of Little Rock, Arkansas, a municipal corporation
organized under the laws of Arkansas, the receipt of which is
hereby acknowledged, do hereby bargain, sell and convey unto
the said City of Little Rock and unto its successors forever,
for recreational park purposes only and to be named and called
"Boyle Park", the following lands lying in the County of Pulaski
and State of Arkansas, to wit:

The Southwest Quarter (SW¼) of Section Twelve (12),
and West Half of Northwest Quarter (NW½) of Section
Thirteen (13), Township One (1) North, Range Thirteen (13)
West, excepting the following part thereof, which is not
conveyed, to wit:

A portion of land containing Nine (9) acres, more
or less, lying in the Southeast Quarter (SE¼) of the
Southwest Quarter (SW¼) of Section Twelve (12), Township
One (1) North, Range Thirteen (13) West, described as
follows:

Beginning at the Southeast Quarter of the Southwest
Quarter (SE¼ SW¼), Section Twelve (12), Township One (1)
North, Range Thirteen (13) West; thence North eighty-nine
degrees and twenty-five minutes East (89°25'), along the
South line of Section 12, seven hundred twenty-three and
five-tenths (723.5) feet; thence North one degree and fifty
minutes (1°50') East, two hundred forty-four and nine-tenths
(244.9) feet; thence North twenty-three degrees and forty-
eight minutes (23°48') West, fifty (50) feet; thence North
twelve degrees and five minutes (12°05') West, fifty (50) feet;
thence North eleven degrees and twenty-six minutes (11°26')
East, fifty (50) feet; thence North twenty-one degrees and
fifteen minutes (21°15') East, fifty (50) feet; thence North
thirty-one degrees and two hundred-twenty minutes (31°20')
East, fifty (50) feet; thence North forty degrees and twenty-nine
minutes (40°29') East, twenty-five feet (25); thence North
forty-seven degrees and forty-four minutes (47°44') East,
fifty (50) feet; thence North fifty-one degrees and forty-seven
minutes (51°47') East, fifty (50) feet; thence North fifty-
three degrees and thirty-eight minutes (53°38') East, fifty
(50) feet; thence North fifty-eight degrees and fifty-six
minutes (58°56') East, fifty (50) feet; thence North sixty-
one degrees and thirty minutes (61°30') East, fifty (50) feet;
thence North seventy-one degrees and eleven minutes (71°11')
East, fifty (50) feet; thence South seventy-two degrees and
thirty-five minutes (72°35') East, fifty (50) feet; thence
South fifty-nine degrees and thirty-six minutes (59°36') East,
fifty (50) feet; thence South thirty-seven degrees and seven
hundredths minutes (37°00.7') East, One hundred twelve and
nineteen-tenths (112.9) feet; thence South ninety degrees (90°00')
East, two hundred seventy-one and seven tenths (271.7) feet; thence
South along the center line of Section twelve (12), four hundred ninety-one and three tenths (491.3) feet to the Southeast Quarter of Southwest Quarter (SE\(\frac{1}{4}\) of SW\(\frac{1}{4}\)) of Section Twelve (12), Township One (1) North, Range Thirteen (13) West, which is the point of beginning, the above described areas containing Nine (9) acres, more or less.

To have and to hold the same unto the said City of Little Rock and unto its successors forever, with all appertenances that unto belong, to be named and called perpetually "Boyle Park".

And we hereby covenant with said City of Little Rock that we will forever warrant and defend the title to the said lands against all claims or encumbrances done or suffered by us but against none other.

And I, Snow Howell Boyle, wife of the said John F. Boyle, for and in consideration of the said sum of money, do hereby release and relinquish unto the said City of Little Rock all my rights of dower and homestead in and to the said lands.

The lands herein conveyed shall be perpetually used and maintained for recreational park purposes only, and to be perpetually named and called "Boyle Park", and in the event that said lands or any part thereof be abandoned as said park or said name be changed from "Boyle Park", this deed shall be null and void, and the title to all of said lands shall revert to said John F. Boyle, his heirs and assigns.

WITNESS our hands and seals of this 21st day of May, 1922.

John F. Boyle
Snow Howell Boyle
ACKNOWLEDGMENT

STATE OF ARKANSAS
County of Pulaski

BE IT REMEMBERED, That on this day came before me, the undersigned a Notary Public, within and for the County afore
said, and that of the grantors, John F. Boyle and Snow Yowell
Boyle, to me well known as the grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me the said Snow Yowell Boyle, wife of the said John F. Boyle, to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said Deed and signed and sealed the relinquishment of dower and homestead in the said Deed for the consideration and purposes therein contained and set forth, without compulsion or under influence of her said husband.

WITNESS my hand and seal as such Notary Public, on this 31st day of May, 1929.

\[Signature\]

\textit{May Kelly, Notary Public.}

My Commission expires February 7, 1933.
Attachment 3

[AUTHORIZATION TO CONVEY EASEMENT]

[IF NECESSARY – USUALLY ONLY INCLUDED FOR AHPP GRANT RECIPIENTS]

[QUORUM COURT RESOLUTION, BOARD OF TRUSTEES LETTER, CITY COUNCIL, ETC.]
GRANTOR ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

On this ______ day of ______ came before me, a Notary Public within and for the County and State aforesaid, duly commissioned and acting personally appeared ______________________________, who acknowledged himself/herself to be ____________________________, of _________________________ a(n) __________________________________________________________, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this ______ day of ______________, 2019

__________________________________________
Notary Public

My Commission expires: _____________________

LENDER ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

On this ______ day of ______ came before me, a Notary Public within and for the County and State aforesaid, duly commissioned and acting personally appeared ______________________________, who acknowledged himself/herself to be ____________________________, of _________________________ a(n) __________________________________________________________, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this ______ day of ______________, 2019

__________________________________________
Notary Public

My Commission expires: _____________________
GRANTEE ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

On this _______ day of _________ came before me, a Notary Public within and for the County and State aforesaid, duly commissioned and acting personally appeared, Scott Kaufman, who acknowledged himself to be AHPP Division Director and Deputy State Historic Preservation Officer of the Division of Arkansas Heritage, a state agency, and that he, as such Director and Deputy of the State Historic Preservation Office, being authorized so to do, executed the foregoing instrument for the purposes therein contained. WITNESS my hand and seal as such Notary Public this ______ day of ______________, 2019

__________________________________________
Notary Public

My Commission expires: _____________________