

1 **RESOLUTION NO. \_\_\_\_\_**

2

3 **A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO**  
4 **EXECUTE ANY DOCUMENTS NECESSARY TO ACCEPT A SPECIAL**  
5 **WARRANTY DEED, WITH CONDITIONS, AND RESERVATIONS OF**  
6 **MINERAL INTERESTS, INCLUDING THE CONDITION TO**  
7 **REIMBURSE FOR COSTS RELATED TO THE EXTENSION OF**  
8 **MUNICIPAL SEWER SERVICE AND THE CONSTRUCTION OF SEWER**  
9 **IMPROVEMENTS; AND FOR OTHER PURPOSES.**

10

11 **WHEREAS**, the City of Little Rock, Arkansas (City), desires to build a Fire Station to be designated  
12 as Fire Station No. 25 on the northeast corner of Arkansas State Highway 10 and Morgan Cemetery Road;  
13 and,

14 **WHEREAS**, Little Rock, Ark., Ordinance No. 22,257 (May 16, 2023), approved a PCD, Planned  
15 Commercial Development, to allow for the commercial development of Fire Station No. 25; and,

16 **WHEREAS**, PotlatchDeltic Real Estate, LLC, has offered to donate property to the City for the  
17 construction of Fire Station No. 25 more particularly described as:

18 LOT 1 (UNRECORDED), TRACT 404, CHENAL VALLEY. A TRACT OF LAND IN  
19 THE NW1/4 SECTION 16, T-2-N R-14-W, PULASKI COUNTY, ARKANSAS, MORE  
20 PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST  
21 CORNER OF SAID SECTION 16; THENCE N89°06'00"W ALONG THE NORTH LINE  
22 OF SAID SECTION 16, 3,650.36 FEET; THENCE CONTINUING ALONG SAID  
23 NORTH LINE N89°04'37"W, 602.14 FEET TO THE POINT OF BEGINNING;  
24 THENCE S01°27'39"W, 264.93 FEET TO A POINT ON THE NORTH RIGHT-OF-  
25 WAY LINE OF ARKANSAS STATE HIGHWAY NO. 10, BEING 40.00 FEET FROM  
26 THE CENTERLINE THEREOF; THENCE NORTHWESTERLY CONTINUING  
27 ALONG SAID NORTH RIGHT-OF-WAY LINE BEING THE ARC OF A 1,472.60-  
28 FOOT RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF  
29 N78°37'46"W, 303.74 FT.; THENCE N01°07'35"W, 214.24 FT. TO A POINT ON THE  
30 NORTH LINE OF SAID SECTION 16; THENCE S89°04'37"E ALONG SAID NORTH  
31 LINE, 305.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1.625 ACRES,  
32 MORE OR LESS. LESS AND EXCEPT THE RIGHT-OF-WAY FOR MORGAN  
33 CEMETERY ROAD; AND,

1           **WHEREAS**, one of the conditions for the donation of the property is a requirement that City agrees  
2 to reimburse PotlatchDeltic Real Estate, LLC, in an amount not to exceed One Hundred Thirty-Eight  
3 Thousand Dollars (\$138,000.00) for the costs of extending Municipal Sewer Services and the construction  
4 of sewer improvements to the property.

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

7           **Section 1.** The Mayor and City Clerk are authorized to execute any necessary documents, in a form  
8 similar to Exhibit A, to accept the donation of the property subject to conditions, restrictions and reservation  
9 of mineral interests for the property.

10          **Section 2.** As a condition of the donation, the City agrees to reimburse PotlatchDeltic Real Estate,  
11 LLC, in an amount not to exceed One Hundred Thirty-Eight Thousand Dollars (\$138,000.00) for the costs  
12 of extending Municipal Sewer Services and the construction of sewer improvements to the property.

13          **Section 3. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or  
14 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or  
15 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and  
16 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the  
17 resolution.

18          **Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with  
19 the provisions of this resolution, are hereby repealed to the extent of such inconsistency, including, but not  
20 limited to, Little Rock, Ark., Ordinance No. 22,257 (May 16, 2023).

21 **ADOPTED: February 20, 2024**

22 **ATTEST:**

**APPROVED:**

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

\_\_\_\_\_

**Frank Scott, Jr., Mayor**

26 **APPROVED AS TO LEGAL FORM:**

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

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1 **Exhibit A**

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5 **THIS INSTRUMENT PREPARED BY:**  
6 **John William Spivey, III**  
7 **WRIGHT, LINDSEY & JENNINGS, LLP**  
8 **200 West Capitol Avenue, Suite 2300**  
9 **Little Rock, Arkansas 72201**  
10

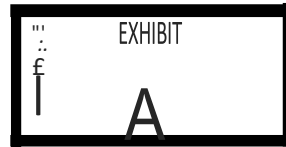
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13 **SPECIAL WARRANTY DEED**  
14 **WITH CONDITIONS, RESTRICTIONS AND**  
15 **RESERVATION OF MINERAL INTEREST**  
16

17 **KNOW ALL MEN BY THESE PRESENTS:**

18 **FOR AND IN CONSIDERATION** of Ten Dollars (\$10.00) and other valuable consideration, the  
19 receipt and sufficiency of which are hereby acknowledged, PotlatchDeltic Real Estate, LLC, whose address  
20 is 7 Chenal Club Boulevard, Little Rock, Arkansas, 72223, successor by name change of Deltic Real Estate,  
21 LLC, successor to Deltic Timber Corporation ("Grantor"), acting by and through its duly authorized officer,  
22 David V. Meghreblian, does hereby grant, bargain, sell and convey unto the City of Little Rock, Arkansas,  
23 a duly constituted city of the First-Class ("Grantee"), and unto its successors and assigns forever, subject to  
24 the limitations and restrictions hereinafter mentioned, the real property (the "Property") lying in Little Rock,  
25 Pulaski County, Arkansas, as more particularly described as:

26  
27 LOT 1 (UNRECORDED), TRACT 404, CHENAL VALLEY. A TRACT OF LAND IN  
28 THE NW 1/4 SECTION 16, T-2-N R-14-W, PULASKI COUNTY, ARKANSAS,  
29 PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST  
30 CORNER OF SAID SECTION 16; THENCE N89°06'00"W ALONG THE NORTH LINE  
31 OF SAID SECTION 16, 3,650.36 FEET; THENCE CONTINUING ALONG SAID  
32 NORTH LINE N89°04'37"W, 602.14 FT. TO THE POINT OF BEGINNING; THENCE  
33 S01°27'39"W, 264.93 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF  
34 ARKANSAS STATE HIGHWAY NO. 10, BEING 40.00 FEET FROM THE  
35 CENTERLINE THEREOF; THENCE NORTHWESTERLY CONTINUING ALONG  
36 SAID NORTH RIGHT-OF-WAY LINE BEING THE ARC OF A 1,472.60-FOOT  
37 RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF

1 N78°37'46"W, 303.74 FEET; THENCE N01°07'35"W, 214.24 FEET TO A POINT ON  
2 THE NORTH LINE OF SAID SECTION 16; THENCE S89°04'37"E ALONG SAID  
3 NORTH LINE, 305.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1.625  
4 ACRES, MORE OR LESS. LESS AND EXCEPT THE RIGHT-OF-WAY FOR  
5 MORGAN CEMETERY ROAD.



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1 This conveyance is made upon the express limitations that the Property described hereinabove  
2 shall be used by Grantee for purposes of operating a municipal fire station together with such purposes  
3 as may be necessary and appropriate in relation thereto and for no other purposes ("Permitted Uses");  
4 and is further subject to and expressly conditioned upon: (a) Grantee's extension of Municipal  
5 Sewer Service to the Property; and (b) the Grantee's reimbursement of Grantor's costs and expenses  
6 incurred in connection with the construction of sewer improvements to serve the Property within the  
7 easements described in Exhibit "B" attached hereto and made a part hereof not later than thirty (30)  
8 days following final inspection and approval of said sewer improvements by Grantee.

9 The Grantee's (and its successors' and assigns') estate in the Property shall continue only for as long  
10 as the Property is used for Permitted Uses, and only if Grantee shall commence and complete  
11 construction thereon of a municipal fire station within two (2) years from the date of this deed. At such  
12 time as or in the event that the Property shall cease to be developed and used for Permitted Uses, the  
13 Property, together with all improvements, buildings and fixtures located thereon that are of a permanent  
14 nature, and the title thereto shall immediately and automatically revert to the Grantor, its successors  
15 and assigns, it being the intent of the Grantor to convey hereby a determinable fee which shall  
16 terminate, and the title revert, upon the use of the Property for any purpose other than Permitted Uses.

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

23 TO HAVE AND TO HOLD THE SAME unto the said Grantee and unto its successors and assigns  
24 forever, with all appurtenances thereunto belonging.

25 All oil, gas and other minerals, including executive rights, except sand, clay and gravel, now owned  
26 by Grantor on or under the above described Property, or which shall at any time hereafter be found or  
27 discovered on or under said Property, is excepted from this conveyance and is reserved and shall  
28 remain the property of Grantor, its successors and assigns, provided, however, Grantor hereby  
29 subordinates its mineral rights and that of its subsidiaries and affiliates as to the use of the surface to the  
30 rights of the surface owner and will not engage the use of the surface in any oil or gas drilling, oil or gas  
31 development operations, oil or gas refining, quarrying, mining or other operations.

32 Grantor covenants with Grantee that Grantor will forever warrant and defend the title to said  
33 Property against all claims and encumbrances done or suffered by it, but against none other. There is  
34 excepted from the warranty hereof all statutory building restrictions, setback regulations and all applicable

1 Statutes, Ordinances, Rules and Regulations that may be applicable to the Property or its development.  
2 There is also excepted from the warranty the matters set forth on the attached Exhibit A.

3 Grantee, by acceptance of this Deed, acknowledges and takes subject to all of the obligations which are  
4 described in the Chenal Valley Commercial Bill of Assurance which is recorded as Instrument No. 96-  
5 68199, and all amendments and supplements thereto, and the Declaration of Covenants and Restrictions of  
6 Chenal Valley recorded as Instrument No. 89- 61706, and all amendments and supplements thereto, all of  
7 such documents recorded in the records of the Circuit Clerk of Pulaski County, Arkansas, and Grantee  
8 specifically acknowledges having received a copy of each such document prior to the delivery of this  
9 Special Warranty Deed with Restrictions and Reservation of Mineral Interests.

10 Having received a credit from Grantor for Grantor's portion of the ad valorem taxes for 2023, Grantee  
11 assumes and agrees to pay the ad valorem taxes for 2023, which are not yet due and payable, and all  
12 subsequent years.

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**(Signature Pages Follow)**

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1 WITNESS the signature of the Grantor on this the \_\_\_\_\_ day of \_\_\_\_\_,2024.

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**POTLATCHDELTA REAL ESTATE, LLC**

**By:** \_\_\_\_\_  
**David V. Meghreblian, Vice-President**

**ACKNOWLEDGEMENT**

**STATE OF ARKANSAS )**

**) ss**

**COUNTY OF PULASKI )**

Personally appeared before me, the undersigned authority in and for said County and State, David V. Meghreblian, who acknowledged himself to be Vice-President for PotlatchDeltic Real Estate, LLC, and he, as such Vice-President, being duly authorized to do so, signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said company.

Given under my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:**

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1 **ACCEPTANCE**

2  
3 The City of Little Rock, Arkansas, hereby accepts the above Special Warranty Deed, with Conditions,  
4 Restrictions and Reservation of Mineral Interests for municipal purposes and agrees to the terms and  
5 conditions set forth above.

6 Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

7  
8 **City of Little Rock, Arkansas**

9  
10 **By:** \_\_\_\_\_

11  
12 **Title:** \_\_\_\_\_

13  
14 **ACKNOWLEDGEMENT**

15  
16 **STATE OF ARKANSAS )**

17 ) **ss**

18 **COUNTY OF PULASKI )**

19 On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned duly commissioned  
20 Notary Public, qualified and acting within and for said County and State, appeared in person the within  
21 named \_\_\_\_\_ and being \_\_\_\_\_ of the  
22 City of Little Rock, Arkansas, a duly incorporated city of the First-Class under the laws of the State of  
23 Arkansas, and who stated that he/she was duly authorized in his/her capacity to execute the foregoing  
24 instrument for and in the name and on behalf of said City of Little Rock, Arkansas, and further stated and  
25 acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the  
26 consideration, uses and purposes set forth therein.

27 IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this \_\_\_\_\_ day of  
28 \_\_\_\_\_, 2024.

29  
30 \_\_\_\_\_  
31 **Notary Public**

32 **My Commission Expires:**

33  
34 \_\_\_\_\_



1 **Exhibit A**

2  
3 **(Permitted Exceptions)**

- 4
- 5 1. General taxes for the year 2023, which are not yet due and payable and subsequent years, and future  
6 installments of the following Special Improvement Districts: West Highway No. 10 Suburban Water  
7 District No. 344.
  - 8 2. Mineral Deed executed November 7, 1988, by Deltic Farm & Timber Co., Inc., to Deltic Timber  
9 Purchasers, Inc., recorded as Instrument No. 88-61004, Reservation of minerals and/or mineral rights  
10 in Deed filed for record February 16, 2018, and recorded as Instrument No. 2018009550 and  
11 Conveyance of minerals and/or mineral rights in Deed filed for record February 16, 2018, and recorded  
12 as Instrument No. 2018009551, records of Pulaski County, Arkansas.
  - 13 3. Lease-Purchase Agreement pertaining to waterlines from The Arkansas Soil and Water Conservation  
14 Commission to West Highway 10 Suburban Water Improvement District No. 344 of Pulaski County,  
15 Arkansas, filed for record June 8, 1998, of record as Instrument No. 98-43288, records of Pulaski  
16 County, Arkansas, pertaining to water lines.
  - 17 4. Little Rock Municipal Water Works Board of Commissioners Resolution No. 99-1, filed for record  
18 January 19, 1999, of record as Instrument No. 99-005015, records of Pulaski County, Arkansas.
  - 19 5. Ordinance No. 19,041 by the City of Little Rock, Arkansas, filed for record January 29, 2004, of record  
20 as Instrument No. 2004008739, records of Pulaski County, Arkansas.
  - 21 6. Any part of subject property lying within the rights of way, including but not limited to Arkansas State  
22 Highway 10 and Morgan Cemetery Road, and as shown on survey prepared by Zane Robbins,  
23 Registered Land Surveyor, dated December 22, 2022, and last revised October 4, 2023.
  - 24 7. Subject to the right of controlled access to and from the main traveled thoroughfare of Arkansas State  
25 Highway 10 (Cantrell Road).
  - 26 8. Thirty-Sixth Supplemental to Declaration of Covenants and Restrictions by PotlatchDeltic Real Estate,  
27 LLC, successor by virtue of name change from Deltic Real Estate, LLC (which incorporates by  
28 reference the Declaration of Covenants and Restrictions of Chenal Valley), of record as Instrument No.  
29 89-61706 and other documents), filed for record October 11, 2023 of record as Instrument No.  
30 2023054275, records of Pulaski County, Arkansas.
  - 31 9. Fifty-Fourth Supplemental Bill of Assurance of Chenal Commercial Neighborhood by PotlatchDeltic  
32 Real Estate, LLC, successor by virtue of name change from Deltic Real Estate, LLC (which incorporates  
33 by reference by that certain Bill of Assurance of Chenal Valley Commercial Neighborhood of record as  
34 Instrument No. 96-68199 and other documents), filed for record October 11, 2023, of record as  
35 Instrument No. 2023054276, records of Pulaski County, Arkansas.

- 1 10. Assessments which may be assessed or levied by Chenal Valley Property Owner's Association, Inc.,  
2 and Chenal Valley Commercial Property Owners' Association, Inc., which may become liens upon  
3 subject property.
- 4 11. Special Warranty Deed with Restrictions and Reservation of Mineral Interests from POTLATCHDEL  
5 TIC REAL ESTATE, LLC, successor by name change from POTLATCHDELTIC REAL ESTATE,  
6 LLC, to Jordan Holdings, LLC, filed for record October 11, 2023, of record as Instrument No.  
7 2023054277, records of Pulaski County, Arkansas.
- 8 12. Special Warranty Deed with Restrictions and Reservation of Mineral Interests from  
9 POTLATCHDELTIC REAL ESTATE, LLC, successor by name change from POTLATCHDEL TIC  
10 REAL ESTATE, LLC to the City of Little Rock, Arkansas, filed for record \_\_\_\_\_,202\_, of record  
11 as Instrument No. 202\_\_\_\_\_,records of Pulaski County, Arkansas.
- 12 13. All Matters reflected on survey prepared by Zane Robbins, Registered Professional Land Surveyor, dated  
13 December 22, 2022, and last revised October 4, 2023, including, but not limited to, the following:  
14 Apparent unrecorded easements without the benefit of a recorded easements for fiber-optic lines/signs,  
15 telephone boxes, telephone signs, telephone risers, guy wires, sewer and drain outlets and overhead  
16 power lines.
- 17 14. Ordinance No. 23,257 by the City of Little Rock, Arkansas, filed for record May 22, 2023, of record as  
18 Instrument No. 20223026391, records of Pulaski County, Arkansas.
- 19 15. Ordinance No. 22,285 by the City of Little Rock, Arkansas, filed for record July 20, 2023, of record as  
20 Instrument No. 2023037601, records of Pulaski County, Arkansas.
- 21 16. Final Development Plan for Lots 1 and 2, Chenal Valley Tract 404, Pulaski County, Arkansas, filed for  
22 record July 21, 2023, of record as Instrument No. 2023037892, records of Pulaski County, Arkansas;  
23 and refiled for record \_\_\_\_, 2023, of record as Instrument No. \_\_\_\_, records of Pulaski County,  
24 Arkansas.
- 25 17. Ordinance of Confirmation of Annexation by the City of Little Rock, Arkansas, No. CI-2023-10,  
26 County Court Order 2023 210, filed August 8, 2023, Pulaski County, Arkansas.
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Exhibit B



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!E INC.

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72223

SEWER EXTENTION

