

1 **RESOLUTION NO. _____**

2

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

9

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

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

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

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

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

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

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

1 resolution.

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

4 **ADOPTED: August 20, 2019**

5 **ATTEST:**

APPROVED:

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8 _____
Susan Langley, City Clerk

_____ **Frank D. Scott, Jr., Mayor**

9 **APPROVED AS TO LEGAL FORM:**

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Thomas M. Carpenter, City Attorney

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1 **EXHIBIT A**

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4 Resource Number: PU2018
5 (AHPP use only)
6
7 Name of Property: Boyle Park Pavilion #1
8 Physical Address: Leander Drive
9 Little Rock, AR 72204
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11 **HISTORIC PRESERVATION EASEMENT**

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

17 **WITNESSETH:**

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

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

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

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

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

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

36 WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the

1 Property will assist in preserving and maintaining the aforesaid value and significance of the Property both
2 to Grantor and Grantee;

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

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

11 **[LEGAL PROPERTY DESCRIPTION]**

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

29 This Easement, to be of the nature and character hereinafter further expressed, shall constitute a binding
30 servitude upon said Property of Grantor, and to that end Grantor covenants on behalf of itself, its successors
31 and assigns, with Grantee, its successors and assigns, that such covenants shall run as a binding servitude,
32 in perpetuity, upon the Property, and that each of the following covenants and stipulations, which contribute
33 to the public purpose in that they aid significantly in the preservation of the Building and surrounding land
34 area and which help maintain and assure the present and future integrity of the Building, shall also apply:

1 1. Description of Facades. In order to make more certain the full extent of Grantor's
2 obligations and the restrictions on the Property, and in order to document the external nature of the
3 Building as of the date hereof, attached hereto as Exhibit A and incorporated herein by this
4 reference are a set of photographs depicting the exterior surfaces of the Building and surrounding
5 property and an affidavit specifying certain technical and locational information relative to said
6 photographs satisfactory to Grantee, attached hereto as Exhibit B. It is stipulated by Grantor and
7 Grantee that the external nature of the Building as shown in Exhibit A is deemed to be the external
8 nature of the Building as of the date the photographs were taken and that the external nature of the
9 Property remained the same until the execution of the Grant Contract, Grant No. 20-HPRG-04,
10 between the Arkansas Historic Preservation Program and the City of Little Rock, Arkansas. The
11 external nature of the Building as shown in Exhibit A, *i.e., the chimney, railings, and posts around*
12 *the perimeter*, is hereinafter referred to as the "Facades."

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

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

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

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

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

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

32 (iv) Erect anything on the Property or on the Facades which would prohibit
33 them from being visible from street level, except for a temporary structure
34 during any period of approved alteration or restoration;

1 (v) Permit any significant reconstruction, repair, repainting or refinishing of
2 the Facades that alters their state from the existing condition. This
3 subsection (v) shall not include ordinary maintenance pursuant to
4 Paragraph 2(c) below; and

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

9 (c) Grantor agrees at all times to maintain the Property in a good and sound state of repair
10 and to maintain the Facades and the structural soundness and safety of the Property
11 and to undertake the Minimum Maintenance Program attached as Exhibit C so as to
12 prevent deterioration of the Facades. Subject to the casualty provisions of Paragraphs
13 5, 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair and
14 reconstruction whenever necessary to have the external nature of the Property at all
15 times appear to be and actually be the same as the Facades.

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

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

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

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

34 (h) The Property shall be used only for purposes consistent with the preservation and

1 conservation purposes of this Easement.

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

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

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

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

16 -or-

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

29 4. Standards for Review. In exercising any authority created by this Easement to inspect the
30 Property or the Facades, to review any construction, alteration, repair or maintenance, or to review
31 casualty damage or to reconstruct or approve reconstruction of the Property following casualty
32 damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating
33 Historic Buildings, issued and as may be amended from time to time by the Secretary of the United
34 States Department of the Interior (hereinafter the "Standards") and state or local standards

1 considered appropriate by Grantee for review of work affecting historically or architecturally
2 significant structures or for construction of new structures within historically, architecturally or
3 culturally significant areas. Grantor agrees to abide by the Standards in performing all ordinary
4 repair and maintenance work and the minimum maintenance program described in Paragraph 2(c)
5 and contained in Exhibit C. In the event the Standards are abandoned or materially altered or
6 otherwise become, in the sole judgment and discretion of Grantee, inappropriate for the purposes
7 set forth above, Grantee may apply reasonable alternative standards and notify Grantor of the
8 substituted standards.

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

- 20 (a) An assessment of the nature and extent of the damage;
- 21 (b) A determination of the feasibility of the restoration of the Facades and reconstruction
22 of damaged or destroyed portions of the Property; and
- 23 (c) A report of all work necessary to return the Property to the condition existing at the
24 time the Grant Contract was executed or to the condition to which the Property may
25 have been altered only where alterations are done (the “Prior Condition”) pursuant to
26 an Approval as set forth in Paragraph 2(b) of this Easement. If, in the opinion of
27 Grantee, after reviewing such report, the purpose and intent of this Easement will be
28 served by restoration and reconstruction of the Property to the Prior Condition, Grantor
29 shall, within eighteen (18) months after the date of such damage or destruction,
30 complete the restoration and construction of the Property in accordance with plans and
31 specifications having an Approval up to at least the total of the casualty insurance
32 proceeds as may be necessary to restore the appearance of the Facades to the Prior
33 Condition.

34 6. Grantee’s Remedies Following Casualty Damage. The foregoing notwithstanding, in the

1 event of damage resulting from casualty, as defined at Paragraph 5, which is of such magnitude
2 and extent as to defeat the purposes of this Easement, as determined by Grantee acting with sole
3 discretion, then:

4 (a) Grantee may elect to reconstruct the Property using insurance proceeds, donations or
5 other funds received by Grantor or Grantee on account of such casualty, but otherwise
6 at its own expense; or

7 (b) Grantee may elect to choose any salvageable portion of the Facades and remove them
8 from the Property, extinguish this Easement pursuant to Paragraph 26, and this
9 Easement shall thereupon be of no further force and effect, and Grantee shall execute
10 and deliver to Grantor acknowledged evidence of such fact suitable for recording in
11 the land records of the county wherein the Property is located, and Grantor shall deliver
12 to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Facade.

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

17 8. Grantee's Covenants. Grantee covenants that:

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

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

31 (c) Grantee may, at its discretion and with prior notice to Grantor, convey, assign or
32 transfer this Easement to a unit of Federal, State or Local Government or to a similar
33 Local, State or National Organization whose purposes, inter alia, are to promote
34 preservation or conservation of historical, cultural or architectural resources, and which

1 at the time of the conveyance, assignment or transfer, is a qualified organization under
2 Section 170(h)(3) of the Code, provided that any such conveyance, assignment or
3 transfer requires that the preservation and conservation purposes for which this
4 Easement was granted will continue to be carried out.

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

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

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

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

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

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

31 (d) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or
32 limiting any other remedy, and the failure to exercise any remedy shall not have the
33 effect of waiving or limiting the use of any other remedy or the use of such remedy at
34 any other time.

1 11. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any
2 notice, demand, letter or bill received by Grantor from any government authority within five (5)
3 days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with
4 evidence of Grantor’s compliance with such notice, demand, letter to bill, where compliance is
5 required by law.

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

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

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

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

32 16. Subordination of Mortgages. Grantor warrants and represents to Grantee that all
33 mortgages, liens, charges and encumbrances (solely except for Ad Valorem and other County or
34 Municipal Taxes) and other rights in the Property held by all persons or entities other than Grantee

1 (the “Lienholders”) are subject and subordinate at all times to the rights of Grantee pursuant to this
2 Easement. Grantor warrants and represents that there are no Lienholders. The following provisions
3 apply to all Lienholders now existing or hereafter claiming an interest in the Property:

- 4 (a) If a Lienholder has the right to receive the proceeds of condemnation proceedings
5 arising from any exercise of the power of eminent domain as to all or any part of the
6 Property or the right to receive insurance proceeds as a result of any casualty, hazard
7 or accident occurring to or about the Property, the Lienholder shall have a prior claim
8 to the insurance and condemnation proceeds and shall be entitled to same in preference
9 to Grantee until the debt owed to such Lienholder is paid off and discharged,
10 notwithstanding that the interest of the Lienholder is subordinate to this Easement.
- 11 (b) If a Lienholder has received an assignment of the leases, rents and profits of the
12 Property as security or additional security for a loan, then the Lienholder shall have a
13 prior claim to the leases, rents and profits of the Property and shall be entitled to receive
14 same in preference to Grantee until the debt owed to such Lienholder is paid off,
15 notwithstanding that the interest of the Lienholder is subordinate to this Easement.
- 16 (c) Until a Lienholder or purchaser at foreclosure obtains ownership of the Property, the
17 Lienholder or purchaser shall have no obligation, debt or liability under this Easement.
- 18 (d) Before exercising any right or remedy due to breach of this Easement, except the right
19 to enjoin a violation hereof, Grantee shall give all Lienholders of record written notice
20 describing the default, and the Mortgagees shall have sixty (60) days thereafter to cure
21 or cause a cure of the default.
- 22 (e) Nothing contained in the above paragraphs or in this Easement shall be construed to
23 give any Mortgagee the right to extinguish this Easement by taking title to the Property
24 by foreclosure or otherwise.

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

28 18. Indemnification - Immunity. Grantor hereby agrees to pay, protect, indemnify, hold
29 harmless and defend at its own cost and expense, Grantee, its agents, directors and employees or
30 independent contractors from and against any and all claims, liabilities, expenses, costs, damages,
31 losses and expenses arising out of or in any way relating to the administration, performed in good
32 faith, of this Easement, including but not limited to the granting or denial of consents hereunder,
33 the reporting on or advising as to any condition on the Property, and the execution of work on the
34 Property. In addition, Grantor (and all other persons or entities claiming rights hereunder)

1 acknowledges and agrees that nothing contained in this Easement, or otherwise, shall defeat, affect
2 or act to waive the sovereign and governmental immunity enjoyed and inuring in favor of Grantee.
3 The Grantee acknowledges and accepts the fact that entry into this Historic Preservation Easement
4 by Grantor and Grantee in no way reduces, diminishes, or waives all statutory and other immunities
5 that Grantor enjoys by virtue of its status as a municipal corporation and governmental entity.

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

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

28 21. Written Notice. Any notice which either Grantor or Grantee may desire to give or be
29 required to give to the other party shall be in writing and shall be mailed postage prepaid by first
30 class mail, or hand delivered; if to Grantor, then at Little Rock Parks and Recreation, 500 West
31 Markham Street, Room 108, Little Rock, Arkansas, 72201, Attention: Mark Webre, and if to
32 Grantee, then to Arkansas Historic Preservation Program, 1100 North Street, Little Rock, Arkansas,
33 72201, Attention: Conservation Easement Officer. Each party may change its address set forth
34 herein by a notice to such effect to the other party.

1 22. Evidence of Compliance. Upon request by Grantee, Grantor shall promptly furnish
2 Grantee with evidence of Grantor’s compliance with any obligation of Grantor contained in this
3 Easement.

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

12 24. Qualified Appraisal. In the event Grantor claims a Federal Income Tax Deduction for
13 donation of a “qualified real property interest” as that term is defined in Section 170(h)(2) of the
14 Internal Revenue Code, Grantor shall provide Grantee with a copy of all appraisals (hereinafter,
15 the “Qualified Appraisal” as that term is defined in P.L. 98-369, Section 155(a)(4), 98 Stat. 494
16 (1984)). Upon receipt of the Qualified Appraisal, this fully executed Easement, and any endowment
17 requested hereunder by Grantee (if any), Grantee shall sign any appraisal summary form prepared
18 by the Internal Revenue Service and submitted to Grantee by Grantor.

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

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

- 31 (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation
32 or use of the Property shall not apply in the construction or interpretation of this
33 Easement, and this Easement shall be interpreted broadly to affect its preservation and
34 conservation purposes and the transfer of rights and the restrictions on use herein

1 contained as provided in the Act.

- 2 (b) This Easement is executed in counterparts, each page of which (including exhibits) has
3 been initialed by Grantor and Grantee for purposes of identification. In the event of
4 any disparity between the counterparts produced, the recorded counterpart shall
5 constitute the agreement of the parties.
- 6 (c) Except as expressly provided herein, nothing contained in this Easement grants, nor
7 shall be interpreted to grant, to the public any right to enter on or into the Property.
- 8 (d) To the extent that Grantor owns or is entitled to development rights which may exist
9 now or at some time hereafter by reason of the fact that under any applicable zoning
10 or similar ordinance the Property may be developed to use more intensive architectural
11 features (in terms of height, bulk or other objective criteria regulated by such
12 ordinances) than the Property is devoted as of the date hereof, such development rights
13 shall not be exercisable on, above or below the Property during the term of this
14 Easement, nor shall they be transferred to any adjacent parcel and exercised in a
15 manner that would interfere with the preservation and conservation purposes of this
16 Easement.
- 17 (e) For purposes of furthering the preservation of the Property and of furthering the other
18 purposes of this Easement, and to meet changing conditions, Grantor and Grantee are
19 free to amend jointly the terms of this instrument in writing without notice to any party;
20 provided, however, that no such amendment shall limit the perpetual duration or
21 interfere with the preservation and conservation purposes of this Easement. Such
22 amendment shall become effective upon recording in the real estate records of the
23 county where the Property is located.
- 24 (f) The invalidity of any statute providing authority for Grantee to enter into this Easement
25 or any part of this Easement shall not affect the validity and enforceability of the
26 remaining portions of this Easement according to its terms, it being the intent of the
27 parties to agree and to bind themselves, their successors and their assigns in perpetuity
28 to each term of this Easement whether this Easement be enforceable by reason of a
29 statute, common law or private agreement either in existence now or at any time
30 subsequent hereto.
- 31 (g) Nothing contained in this Easement shall be interpreted to authorize or permit Grantor
32 to violate any ordinance or regulation relating to building materials, construction
33 methods or use. In the event of any conflict between any such ordinance or regulation
34 and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall

1 cooperate with Grantee and the applicable governmental entity to accommodate the
2 purposes of both this instrument and of such ordinance or regulation.

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

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

10 **GRANTOR: City of Little Rock, Arkansas**

11
12 _____
13 **Frank D. Scott, Jr., Mayor**

14
15 _____
16 **Date**

17
18 **GRANTEE: State of Arkansas, Acting by and through the Arkansas Historic Preservation Program**

19
20 _____
21 **Scott Kaufman, AHPP Director & Deputy State Historic Preservation Officer**

22
23 _____
24 **Date**

1 **GRANTOR ACKNOWLEDGEMENT**

2 **STATE OF ARKANSAS)**

3) SS

4 **COUNTY OF PULASKI)**

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

10 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2019

11
12 _____
13 **Notary Public**
14

15 My Commission expires: _____
16

17 **GRANTEE ACKNOWLEDGEMENT**

18 **STATE OF ARKANSAS)**

19) SS

20 **COUNTY OF PULASKI)**

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

27 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2019

28
29 _____
30 **Notary Public**
31

32 My Commission expires: _____
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Exhibit A

PHOTOGRAPHS OF PROTECTED PROPERTY

(BASELINE DOCUMENTATION)

(EACH PHOTOGRAPH MUST BE LABELED)

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Boyle Park Pavilion, North and West Elevations, Standing N-NW looking S-SE



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Boyle Park Pavilion, North and East Elevations, Standing N-NE looking S-SW



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



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Boyle Park Pavilion, North Elevation, Standing N looking S



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Boyle Park Pavilion, West Elevation, Standing W looking E



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Boyle Park Pavilion, South Elevation, Standing S looking N



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Boyle Park Pavilion, South and East Elevations, Standing SE looking NW



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Boyle Park Pavilion, Standing SE boundary looking N-NW



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Boyle Park Pavilion, East Elevation, Standing E looking W

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Exhibit B

EXHIBIT "B"

VERIFICATION AFFIDAVIT

I verify that I took the photographs of Boyle Park Pavilion #1
Name of property
on July 12, 2019
Date [Signature]
Signature

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1 **Exhibit C**

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3 **MINIMUM MAINTENANCE STANDARDS**

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

7
8 **The Secretary of the Interior's Standards for Rehabilitation**

9 <http://www.nps.gov/history/hps/tps/tax/rhb/stand.htm>

10
11 The Standards (Department of Interior regulations, 36 C.F.R. § 67.7) pertain to historic buildings of all
12 materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related
13 landscape features and the building's site and environment as well as attached, adjacent, or related new
14 construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner,
15 taking into consideration economic and technical feasibility.

- 16 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal
17 change to the defining characteristics of the building and its site and environment.
- 18 2. The historic character of a property shall be retained and preserved. The removal of historic
19 materials or alteration of features and spaces that characterize a property shall be avoided.
- 20 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that
21 create a false sense of historical development, such as adding conjectural features or
22 architectural elements from other buildings, shall not be undertaken.
- 23 4. Most properties change over time; those changes that have acquired historic significance in
24 their own right shall be retained and preserved.
- 25 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that
26 characterize a property shall be preserved.
- 27 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of
28 deterioration requires replacement of a distinctive feature, the new feature shall match the old
29 in design, color, texture, and other visual qualities and, where possible, materials. Replacement
30 of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 31 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials
32 shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using
33 the gentlest means possible.
- 34 8. Significant archeological resources affected by a project shall be protected and preserved. If

1 such resources must be disturbed, mitigation measures shall be undertaken.

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

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

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11 _____
12 **Frank D. Scott, Jr., Mayor**

Date

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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

Attachment 1

[Proof of Insurance]



EVIDENCE OF PROPERTY INSURANCE

CCOOK

DATE (MM/DD/YYYY) 7/10/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY: BXS Insurance, P. O. Box 251510, Little Rock, AR 72225. PHONE: (501) 664-7705. COMPANY: Lexington Insurance Company, 100 Summer Street, Boston, MA 02110-2135. POLICY NUMBER: 017471589/06. EXPIRATION DATE: 7/1/2020.

PROPERTY INFORMATION: LOCATION/DESCRIPTION: Boyle Park

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with 3 columns: COVERAGE / PERILS / FORMS, AMOUNT OF INSURANCE, DEDUCTIBLE. Row 1: Blanket Property (Boyle Park) Special (Including theft), Replacement Cost | \$400,000,000 | \$25,000

REMARKS (Including Special Conditions)

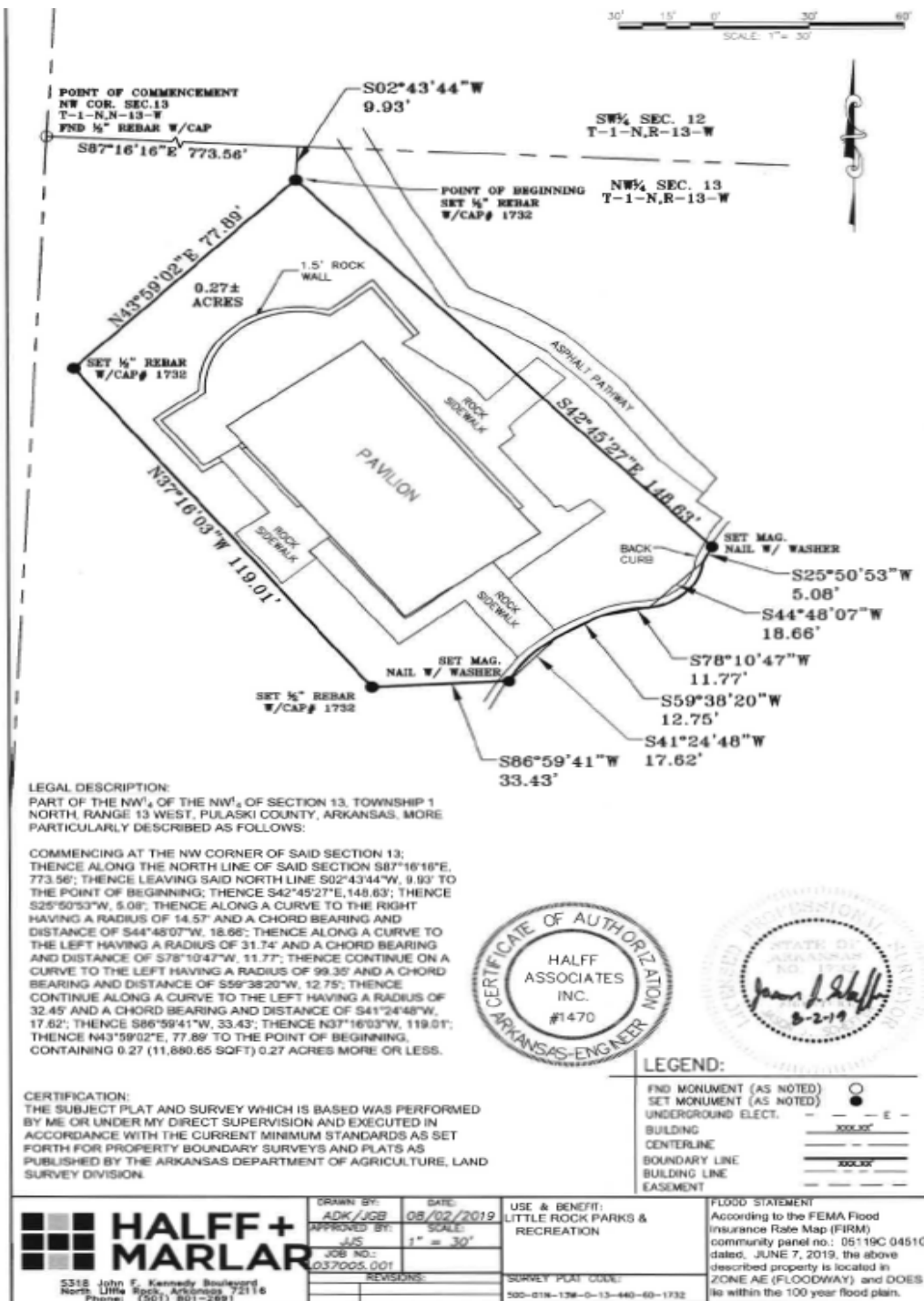
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST: The ACORD name and logo are registered marks of ACORD. State of Arkansas, Arkansas Historic Preservation Program. AUTHORIZED REPRESENTATIVE: [Signature]

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Attachment 2

[SURVEY AND LEGAL TITLE OR DEED TO PROPERTY]



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SPECIAL WARRANTY DEED.

With Relinquishment of Dower.

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 (SW $\frac{1}{4}$) of Section Twelve (12), and West Half of Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) 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 (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township One (1) North, Range Thirteen (13) West, described as follows:

Beginning at the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section Twelve (12), Township One (1) North, Range Thirteen (13) West; thence North eighty-nine degrees and twenty-five minutes West (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') West, two hundred four and nine-tenths (204.9) 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 hundredths minutes (31°02') 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°07') East, One hundred twelve and nine-tenths (112.9) feet; thence South ninety degrees (90°0') 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 appurtenances thereto belonging, for recreational purposes 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 Yowell 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 31st day of May, 1929.

John F. Boyle
Snow Yowell Boyle

ACKNOWLEDGMENT

STATE OF ARKANSAS }
County of Pulaski } -ss

BE IT REMEMBERED, That on this day came before me, the undersigned a Notary Public, within and for the County aforesaid, ~~and duly commissioned and acting: 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 undue influence of her said husband.

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

May Kelly

NOTARY PUBLIC.

My Commission expires February 7, 1933.

Attachment 3

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[AUTHORIZATION TO CONVEY EASEMENT]

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

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

1 **GRANTOR ACKNOWLEDGEMENT**

2
3 **STATE OF ARKANSAS)**

4) SS

5 **COUNTY OF PULASKI)**

6
7 On this _____ day of _____ came before me, a Notary Public within and for the County and State
8 aforesaid, duly commissioned and acting personally appeared _____, who
9 acknowledged himself/herself to be _____, of _____
10 a(n) _____, being authorized so to do,
11 executed the foregoing instrument for the purposes therein contained.

12 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2019

13
14 _____
15 **Notary Public**

16
17 My Commission expires: _____
18

19 **LENDER ACKNOWLEDGEMENT**

20
21 **STATE OF ARKANSAS)**

22) SS

23 **COUNTY OF PULASKI)**

24
25 On this _____ day of _____ came before me, a Notary Public within and for the County and State
26 aforesaid, duly commissioned and acting personally appeared _____, who
27 acknowledged himself/herself to be _____, of _____
28 a(n) _____, being authorized so to do,
29 executed the foregoing instrument for the purposes therein contained.

30 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2019

31
32 _____
33 **Notary Public**

34
35 My Commission expires: _____
36

1 **GRANTEE ACKNOWLEDGEMENT**

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3 **STATE OF ARKANSAS)**

4) SS

5 **COUNTY OF PULASKI)**

6
7 On this _____ day of _____ came before me, a Notary Public within and for the County and State
8 aforesaid, duly commissioned and acting personally appeared, Scott Kaufman, who acknowledged himself to
9 be AHPP Division Director and Deputy State Historic Preservation Officer of the Division of Arkansas
10 Heritage, a state agency, and that he, as such Director and Deputy of the State Historic Preservation Office,
11 being authorized so to do, executed the foregoing instrument for the purposes therein contained.

12 WITNESS my hand and seal as such Notary Public this _____ day of _____, 2019

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14 _____
15 **Notary Public**
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17 My Commission expires: _____

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