



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

3           **Section 1.** The Little Rock Board of Directors approves and grants a franchise to ARD, its successors and  
4 assigns, in perpetuity, a Temporary Construction Easement to construct and franchise rights to access and  
5 maintain certain structural piers that are existing on or to be added to the City Property (collectively, the  
6 “Beneficial Piers”) in accordance with plans described in and attached hereto as “Exhibit A”, and

7           **Section 2.** To grant franchise rights to install a sump pump onto City Property in accordance with plans  
8 described in and attached hereto as “Exhibit A”, and

9           **Section 3.** The Beneficial Piers permitted by this franchise shall be constructed, operated, used and  
10 maintained in compliance with City Codes and Ordinances for the life of the franchise or franchise may be  
11 revoked by City.

12           **Section 4.** The franchise rights to install a sump pump onto City property shall be maintained in a good  
13 working order or the Franchise may be revoked by City.

14           **Section 5.** The franchises granted by this ordinance shall not include the right to close the parking garage  
15 at any time. If the parking garage must be closed for construction, ARD must obtain consent from the City and  
16 a determination will be made as to compensation for the loss of revenue due to the closing of the parking  
17 garage.

18           **Section 6.** The City Manager is hereby authorized to execute the Structural Pier Franchise Agreement in a  
19 form to be approved by the City Attorney in substantially the form attached to this ordinance as Exhibit “B.”

20           **Section 7.** The franchise granted by this ordinance shall not include the right to close the parking garage at  
21 any time. If the parking garage must be closed for construction, ARD must obtain consent from the City and a  
22 determination will be made as to compensation for the loss of revenue due to the closing of the parking garage.

23           **Section 8.** This ordinance shall be in full force and effect from and after its passage and it shall benefit  
24 and run in favor of future owners of the property and successors and assigns until such time as the skywalk or  
25 the parking deck are demolished and removed.

26           **Section 9. Severability.** In the event any section, paragraph, item, sentence, clause, phrase, or word of  
27 this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall  
28 not affect the remaining portions or the ordinance which shall remain in full force and effect as if the portion so  
29 declared or adjudged invalid or unconstitutional was not originally part of the ordinance.

30           **Section 10. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with  
31 the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

32 **PASSED: March 21, 2017**

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1 **ATTEST:**

**APPROVED:**

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Susan Langley, City Clerk

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Mark Stodola, Mayor

5 **APPROVED AS TO LEGAL FORM:**

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Thomas M. Carpenter, City Attorney

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EXHIBIT A



October 18, 2016

Mr. Bill Gray  
Taggart Architects  
4500 Burrow Drive  
North Little Rock, AR 72116

RE: Brad Canada Plaza Expansion  
Little Rock, Arkansas

Mr. Gray:

I'm writing this letter to compare the new loadings for the additions to the as built capacity of the existing columns. We have existing columns at grids Q 10, Q 9, and N 10, N 9. We are proposing adding new columns at Grids K.5 10 and K.5 9. On the original Construction Documents Labeled B1/B2 the Proposed total loading on the foundations are provided as well as the contributing load from the Garage which are part of the total load. A partial copy of that drawing is added below:

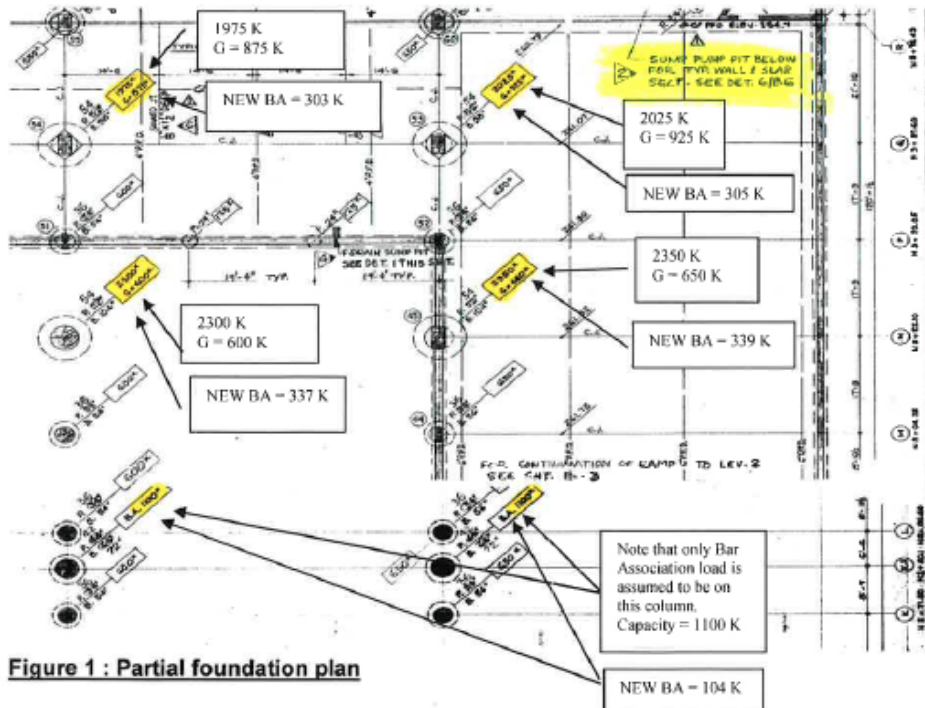


Figure 1: Partial foundation plan


For your convenience I've retyped the loading indicated on the drawing for better visibility and I've also listed our **new loading which includes all live and dead load reactions at columns**. Obviously when we add our new reactions to the garage loading it comes in significantly lower than the original total design loading. There are a couple of reasons for this:

- Original Drawing C-6 lists the design loading for the upper floor as 375 psf (triple stack books). I've included a live load of 80 psf + a partition load of 15 psf for potential office loading. This is a significant decrease in floor loading.
- Even with triple stack loading it appears that the original designers had assumed several more floors associated with this building at these columns. For whatever reason the as built design was significantly less than what the foundation designers had assumed.

Also, note I've kept the BA nomenclature to be consistent with the original nomenclature.

If you have any questions or comments, please do not hesitate to call.

Best Regards,



Todd Robbins, P.E



10/18/2016

1 **EXHIBIT B**

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3 **STRUCTURAL PIER AND SUMP PUMP FRANCHISE AGREEMENT**

4  
5 **THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY**  
6 **OF LITTLE ROCK**, a municipal corporation of the state of Arkansas (hereinafter referred to as “City”), and  
7 **ARKANSAS RIVERVIEW DEVELOPMENT, LLC**, an Arkansas limited liability company organized  
8 under the laws of the state of Arkansas and authorized to do business in the state of Arkansas, (hereinafter  
9 referred to as “Franchisee”).

10  
11 **WITNESSETH:**

12 **FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS, UNDERTAKINGS AND**  
13 **GRANTS OF USE BY THE PARTIES TO THIS AGREEMENT, THE CITY AND FRANCHISEE**  
14 **HEREBY COVENANT AND AGREE AS FOLLOWS:**

15 **1. PURPOSE.** The purpose of this Franchise Agreement (the “Franchise”) is to grant the Franchisee a  
16 temporary construction easement to construct and franchise rights to access and maintain certain structural  
17 piers that are existing on or to be added to the City Property (collectively the “Beneficial Piers”) in accordance  
18 with the plans attached hereto as “Attachment A”. This Franchise shall also allow Franchisee to install and  
19 maintain a Sump Pump onto City Property in accordance with the plans attached hereto as “Exhibit A”.

20 **2. DEFINITIONS.**

- 21 a. “City Manager” means the City Manager of Little Rock or a duly authorized representative.  
22 b. “City” means the City of Little Rock.  
23 c. “Board” means the Board of Directors of the City of Little Rock.  
24 d. “Franchise” means and includes any authorization granted hereunder in terms of a franchise,  
25 privilege, license or otherwise to access and maintain Beneficial Structural Piers including a franchise to install  
26 and maintain a sump pump onto City Property.  
27 e. “Franchisee” means the person, firm or corporation to which this franchise is granted by the  
28 Board under the ordinance approving this franchise, and the successors and assigns of Franchisee.  
29 f. “City Property” means Lots 1 and 4, Vinson Plaza, an Addition to the City of Little Rock,  
30 Pulaski County, Arkansas.  
31 g. “Franchisee Property” means Lots 2 and 3, Vinson Plaza, an Addition to the City of Little  
32 Rock, Pulaski County, Arkansas.  
33 h. “Beneficial Piers” means those structural piers that are existing on or to be added to the City  
34 Property in accordance with the plans attached hereto as “Exhibit A” (the “Plans”).

1           **3. TEMPORARY CONSTRUCTION EASEMENT.**

2           a.       The City shall grant to Franchisee and its successors and assigns, a Temporary Construction  
3 and Access Easement (the “Construction Easement”) on, under, over, and across the City Property, for  
4 reasonable access needed to construct or fortify, as applicable, the Beneficial Piers in accordance with the plans  
5 attached hereto as “Exhibit A”. This Construction Easement shall be in addition to the easement granted in  
6 Section 3.2(b) of the Bill of Assurance recorded as Instrument Number 2007047322 (the “Bill of Assurance”).

7           b.       The Temporary Construction Easement shall terminate on December 31, 2017 or until it is  
8 revoked by the Board under the terms as provided for below.

9           c.       This Temporary Construction Easement does not grant the Franchisee the authority to close  
10 down the parking garage at any time. If the parking garage must be closed for construction, Franchisee must  
11 receive consent from the City and a determination will be made as to compensation for the loss of revenue due  
12 to the closing of the parking garage.

13           **4. SUMP PUMP.**

14           a.       Franchisee shall have the right to install and access rights to maintain a sump pump onto City  
15 Property in accordance with plans described in and attached hereto as “Exhibit A”.

16           b.       Franchisee shall not move, alter or change the location of the sump pump without City  
17 approval.

18           c.       Franchisee shall maintain the sump pump in a good mechanical condition.

19           d.       Franchisee shall indemnify and hold harmless the City and its agents and employees from and  
20 against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the  
21 installation, maintenance, or operation, of the sump pump.

22           **5. BENEFICIAL PIERS**

23           a.       The City does hereby grant Franchisee, including its successors and assigns a nonexclusive  
24 perpetual franchise to the Beneficial Piers and across City property to the extent reasonably necessary to access  
25 and maintain the Beneficial Piers in accordance with the plans attached hereto as “Exhibit A”.

26           b.       Franchisee shall not erect or install, move, alter or change the location of the Beneficial Piers  
27 without City approval.

28           c.       This franchise does not include the right of the Franchisee to close the parking garage at any  
29 time during construction without the approval of the City.

30           d.       This franchise does not include the right of Franchisee to take parking spaces from City  
31 property. If Franchisee determines it needs to install additional structural piers inside parking garage it must do  
32 so by the consent of the City.

33           **6. HOLD HARMLESS AND INDEMNITY.** Franchisee shall indemnify and hold harmless the City  
34 and its officers, agents and employees from all suits, actions, or claims of any character, style, and description

1 brought for or on account of any injuries or damages, including death, received or sustained by any person or  
2 any property occasioned by, arising out of, or in connection with, the grossly negligent acts or omission of  
3 Franchisee including structural loads on Beneficial Piers, South Building expansion and construction, and  
4 sump pump installation and maintenance.

5 **7. SPECIFIC RIGHTS AND REMEDIES.**

6 **A. Events of Default.**

7 Franchisee agrees that an Event of Default shall include, but shall not be limited to, the following acts  
8 or failures to act by Franchisee or its assigns:

9 (1) Failure to obtain any applicable permits from the City before commencing construction of the  
10 expansion.

11 (2) Failure to maintain the sump pump in good operable condition.

12 (3) Taking any parking spaces without City approval.

13 (4) Closing the parking garage at any time without City approval.

14 **B. City Action Upon Occurrence of an Event of Default.**

15 Upon the occurrence of an Event of Default (after the lapse of the cure periods described below in  
16 section 7.C), the City may (a) require Franchisee to take such actions necessary to cure the Event of Default; or  
17 if the Event of Default is incapable of cure, as determined by the City, (b) revoke the Franchise.

18 **C. Procedure to Follow Upon Breach.**

19 The City shall exercise the rights set forth in this section in accordance with the following procedures:

20 (1) The City Manager shall notify Franchisee in writing of an alleged Event of Default. This  
21 written notice shall set forth with reasonable specificity the facts the City believes are the basis for declaring  
22 that an Event of Default has occurred. Franchisee shall, within thirty (30) business days of the date the notice  
23 is personally delivered or sent by overnight courier, or such additional time as the City Manager may specify in  
24 the notice, cure the alleged Event of Default or in writing, present for review by the City Manager a reasonable  
25 time frame and method to cure the Event of Default. Franchisee, in lieu of the cure of the Event of Default,  
26 may present written facts and arguments as to why Franchisee disagrees that an Event of Default has occurred.

27 (2) If Franchisee presents a written response that challenges whether an Event of Default has  
28 occurred, the City Manager shall, within ten (10) days, review the submitted materials and determine again  
29 whether an Event of Default has occurred. If the City Manager reaffirms that an Event of Default has  
30 occurred, Franchisee shall be notified in writing of the decision and shall within thirty (30) days cure the  
31 alleged Event of Default.

32 (3) If Franchisee fails to cure the Event of Default so declared pursuant to this section within the  
33 time permitted by the City Manager, the City Manager shall prepare a written report to the Board of Directors



1 and shall recommend action to be taken. If the Board, after consideration of this report, agrees that an Event of  
2 Default has occurred, it may order the appropriate remedies set forth in this Agreement.

3 **8. MISCELLANEOUS.**

4 a. **Current Enforceability of Agreement.** The City and Franchisee agree that the  
5 execution of this Franchise and the terms and conditions hereof, are valid in their entirety.

6 b. **Controlling Law.** This Franchise shall be determined in accordance with the laws of the  
7 state of Arkansas.

8 c. **Captions.** The captions given to various provisions of this Franchise Agreement are for  
9 purposes of convenience only and shall have no impact upon the interpretation of any such provision.

10 d. **Entire Agreement.** This Franchise, together with its exhibits, comprises the entire agreement  
11 between the City and Franchisee for purposes of this Franchise; provided, however, that other than with regard  
12 to a direct conflict as provided in subsection 8(m), this Franchise shall be in addition to the rights and  
13 obligations included in the Bill of Assurance.

14 e. **Burden of Proof.** In any disagreement of the terms and conditions of this Franchise,  
15 Franchisee shall bear the burden of demonstrating its compliance with the terms and conditions of this  
16 Agreement for all purposes.

17 f. **No Coercion.** Franchisee and the City enter into this Franchise willingly and without  
18 coercion, undue influence or duress.

19 g. **Notice.** Any notice or communication required in the administration and enforcement of this  
20 Franchise shall be sent by any method that serves overnight delivery and shall be addressed as follows:

21 **To the City:**

22 City Manager  
23 City Hall  
24 Room 203  
25 500 West Markham  
26 Little Rock, Arkansas 72201  
27 Tel: (501) 371-4510  
28

29 with a complimentary copy, the delivery of which is not required in order for notice to be accomplished to:

30 City Attorney's Office  
31 City Hall  
32 Suite 310  
33 500 West Markham  
34 Little Rock, Arkansas 72201  
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36 **To Franchisee:**

37  
38 Arkansas Riverview Development, LLC  
39 Attn: Brad Canada, Managing Member

1 #5 Statehouse Plaza, Suite 5  
2 Little Rock, AR 72201  
3 Tel: (501) 687-5117  
4

5 or to such other address as Franchisee and City may, in writing, designate from time to time provided that  
6 notice is accomplished by overnight delivery to only one of the designated persons for either the City or  
7 Franchisee.

8 h. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which  
9 shall be deemed an original but all of which together shall constitute on and the same instrument.

10 i. **Severability.** If any term or condition of this Agreement, or the application of this Agreement  
11 to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or  
12 the application of the term or condition to persons or circumstances other than those to which it is held invalid  
13 or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to  
14 the fullest extent permitted by law.

15 j. **Further Assurances.** The parties agree to execute and deliver such further instruments, and  
16 to take such further actions, as may be reasonably necessary or proper to effectuate and carry out the  
17 transactions and purposes contemplated in this Agreement.

18 k. **Covenants Running With the Land.** This Franchise right is perpetual, and both the  
19 Franchise Right and Construction Easement shall run with the land and shall bind and benefit the City and the  
20 Franchisee and their respective successors, heirs, and assigns, and all parties hereafter having any interest in the  
21 City Property or the Franchisee Property.

22 l. **Modification in Writing.** Neither this Agreement, nor any rights, benefits, duties, or  
23 obligations created or established herein, can be released, terminated, modified, supplemented, amended, or  
24 waived except pursuant to an instrument in writing executed by all of the Parties or their respective successors  
25 and assigns.

26 m. **Conflict with Bill of Assurance.** To the extent any rights granted herein directly conflict  
27 with the Bill of Assurance, this Agreement shall control. Without limiting the generality of the foregoing, the  
28 terms “existing supporting piers” and “existing supporting columns” as used in paragraph 1.3 of the Bill of  
29 Assurance and “existing supporting pillars” as used in paragraph 3.2 (b) of the Bill of Assurance shall be  
30 deemed to include the Beneficial Piers.

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