

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE NORTH LITTLE ROCK PARKS AND RECREATION DEPARTMENT AND RCCG RESTORATION EMPOWERMENT HOUSE FOR PROPERTY LOCATED IN THE CITY OF NORTH LITTLE ROCK; AND FOR OTHER PURPOSES.

WHEREAS, on October 12, 2015, the City Council adopted Resolution No. 8871, approving a Lease Agreement between the North Little Rock Parks and Recreation Department and Terraforma, LLC for a portion of the former Rose City Elementary school grounds; and

WHEREAS, the property has been sold to RCCG Restoration Empowerment House; and

WHEREAS, the North Little Rock Parks and Recreation Department wishes to enter into a new Lease Agreement with RCCG Restoration Empowerment House for the property, which lease was approved by the Parks and Recreation Commission at its regularly scheduled meeting held on August 21, 2023; and

WHEREAS, this property has traditionally been used as a park, there is a need for additional park and recreational space in the Rose City area, and annual costs for the lease and maintenance of grounds and equipment are reasonable; and

WHEREAS, it is in the best interests of the City and its residents that the new Lease Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Lease Agreement between the North Little Rock Parks and Recreation Department and RCCG Restoration Empowerment House (substantially similar to Exhibit A attached hereto) for certain property more particularly described in Exhibit A, to be utilized as public park and recreational space in the Rose City area, is hereby approved.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

TERRY C. Hartwick
Mayor Terry C. Hartwick

ATTEST:

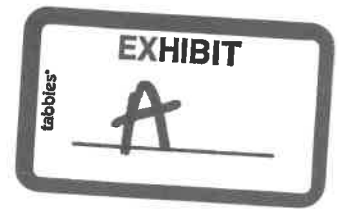
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10:50</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>8.22.23</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Ussey</u>			



LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of August, 2023, by and between RCCG Restoration Empowerment House (“Lessor”), and the City of North Little Rock (“City” or “Lessee”).

W-I-T-N-E-S-S-E-T-H:

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee, the Lessor hereby lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property (“Leased Premises” and outlined in Exhibit A) in North Little Rock, Arkansas, and more particularly described as follows:

In Block 21 of the John L Atkins School Subdivision in North Little Rock, Arkansas: Beginning at the intersection of the western edge of the paved drive off of School street and the northern edge of the sidewalk parallel to school street following the western edge of the paved drive northeast for 305 feet where it ends. Then follow the centerline of the extending asphalt sidewalk for 63 feet where it connects to the east/west sidewalk and follow its centerline going east for 6 feet where it crosses a ditch. Follow the centerline of the ditch going northeast for 265 feet where it connects with a sidewalk that parallels Haywood Street. Follow the southern edges of the sidewalk east for 164 feet then follow the western edge of the sidewalk which parallels Middle Street going south for 454 feet then follow the western edge of the sidewalk which parallels School Street going northwest for 540 feet to the beginning.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Use of Leased Premises. The City shall only use the property for public recreational purposes, and such other purposes as are reasonably associated with recreation. If, at any time, the Leased Premises should cease to be used for the purposes described herein without express approval of Lessor, this Lease shall terminate.

3. Term. This lease shall commence on the 1st day of September, 2023, and shall extend for a period of one (1) year ending at midnight on the 31st day of September, 2024. At the end of this period, the lease may be renewed for one (1) year periods each year. At the end of any lease period, either party may end the lease by providing notice within 60 days of the expiration of the Lease.

4. Rent. The City agrees to pay to Lessor as rental the sum of \$187.50 per month, payable by the 5th of each month.

5. Repairs and Improvements. All repairs to any improvements on the premises, including but not limited to playground equipment, backstops, benches, paths, roads or the like, which may be required during the term of the Lease shall be made at the expense of the City. The City shall also maintain the premises at least in the same condition as exists as of the making of this Lease, normal wear and tear excluded. The City shall, at the termination or surrender or forfeiture of this lease, return said Leased Premises to Lessor in as good and satisfactory condition as existed at the inception of the lease.

6. Covenant Not To Commit Waste. The City covenants that it shall keep the Leased Premises in good order, that it will not commit waste nor permit waste to occur to the demised premises that it will not permit or cause any nuisance to exist on said premises, and that the premises shall be used solely for public parking.

7. Assignment. The City shall not assign this lease or sublet the leased premises without prior written consent of Lessor. Any such assignment or subletting shall in no way relieve the City from liability for the obligation imposed by this lease, unless and until a written release is executed by Lessor. If the leased property is sold by Lessor, the Lease will transfer with the sale of the property.

8. Non-Waiver. It is agreed that the failure of the Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by the City under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the Lessor from invoking such remedies in the event of any future breach or default.

9. Holdover. The City hereby agrees that upon the termination of this lease for whatever reason, the City will peaceably deliver possession of the leased premises to Lessor. The Lessor agrees to let the City remove any playground equipment, backstops, or other equipment erected for the purpose of public recreation. In the event the City shall be permitted by Lessor to hold over after the expiration or termination of this lease, or any extension thereof, said holding over in the absence of a written agreement otherwise shall be construed as a tenancy from year to year at a rental equal to that due for the last year paid under this lease. Such tenancy may be terminated by written notice from either party to the other party on thirty (30) days' notice.

10. Title and Quiet Enjoyment. Lessor covenants and warrants that it is the owner in fee simple absolute of the leased property and may lease said property as herein provided. Upon payment by the City of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon the City's part to be observed and performed, the City shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this lease.

11. Failure to Pay Rentals or Keep Covenants. The failure or refusal by the City to pay the rentals at the times and in the manner provided by this Lease, and the failure to the City to keep and perform its covenants hereunder, shall in either of these events, permit Lessor at its option and without any liability on its part to terminate this lease, re-enter and repossess said property.

12. Termination. Either party may terminate this Lease with a sixty (60) day written notice. Upon termination of this Lease, the City may remove any playground equipment, backstops, or other recreational equipment for continued use elsewhere in the City.

13. Severability. Each paragraph of this Lease Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. Interpretation. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Pulaski County, Arkansas.

15. Entire Agreement. This Lease Agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid, to the other party at the following addresses or at such other addresses as shall be given in writing by either party to the other:

RCCG Restoration Empowerment House

North Little Rock Parks and Recreation

2700 Willow Street
North Little Rock, AR 72114

17. Modification. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.

18. Authority. The parties executing this lease represent that they have been duly authorized to bind their respective entities for the purposes stated herein.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals on the day first above written.

LESSOR:

**RCCG Restoration Empowerment
House**

By _____
Name

Title

LESSEE:

City of North Little Rock

Terry C. Hartwick, Mayor

ATTEST:

Diane Whitbey, City Clerk

[SEAL]