

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
___ Division

**SUSAN TERRY BORNÉ, ELIZABETH TERRY FOTI,
MARY CATHERINE DRENNAN, LEONARD JOHN
DRENNAN III, MARGARET YATSEVITCH AND
MICHAEL YATSEVITCH, as and on behalf of
the Heirs of ADOLPHINE FLETCHER TERRY
and MARY FLETCHER DRENNAN**

PLAINTIFFS

Vs. Case No: 60CV-21-_____

**CITY OF LITTLE ROCK, ARKANSAS and the
ARKANSAS MUSEUM OF FINE ARTS F/K/A
THE ARKANSAS ARTS CENTER, and the
ARKANSAS MUSEUM OF FINE ARTS
FOUNDATION, A/K/A
ARKANSAS ARTS CENTER FOUNDATION**

DEFENDANTS

COMPLAINT

Come the Plaintiffs, Susan Terry Borné, Elizabeth Terry Foti, Mary Catherine Drennan, Leonard John Drennan III, Margaret Yatsevitch and Michael Yatsevitch, as and on behalf of the heirs of Adolphine Fletcher Terry and Mary Fletcher Drennan, both deceased, and for their cause of action against the Defendants, City of Little Rock, Arkansas, the Arkansas Museum of Fine Arts, formerly known as the Arkansas Arts Center, and the Arkansas Museum of Fine Arts Foundation, formerly known as the Arkansas Arts Center Foundation, state:

Parties

1. The Plaintiff, Susan Terry Borné, is an adult citizen and resident of the City of Little Rock, Pulaski County, Arkansas. She is a granddaughter of Adolphine Fletcher Terry, deceased.

2. The Plaintiff, Elizabeth Terry Foti, is an adult citizen and resident of the City of Little Rock, Pulaski County, Arkansas. She is also a granddaughter of Adolphine Fletcher Terry, deceased.

3. The Plaintiff, Mary Catherine Drennan, is an adult citizen and resident of Lutherville, Maryland. She is a granddaughter of Mary Fletcher Drennan, deceased.

4. The Plaintiff, Leonard John Drennan III, is an adult citizen and resident of Westminster, Maryland. He is a grandson of Mary Fletcher Drennan, deceased.

5. The Plaintiff, Margaret Yatsevitch, is an adult citizen and resident of Cornish, New Hampshire. She is a granddaughter of Mary Fletcher Drennan, deceased.

6. The Plaintiff, Michael Yatsevitch, is an adult citizen and resident of Cornish, New Hampshire. He is a grandson of Mary Fletcher Drennan, deceased.

7. The Plaintiffs are acting on behalf of themselves and also as representatives of the known surviving heirs of Adolphine Fletcher Terry, deceased, and Mary Fletcher Drennan, deceased, whose names and last known addresses are contained in the list attached to this Complaint as **Exhibit No. 1**. All of such persons have been notified of the filing of this Complaint.

8. The Defendant, City of Little Rock, Arkansas, is a municipal corporation organized and existing under the laws of the State of Arkansas, with its principal location in Pulaski County, Arkansas.

9. The Defendant, Arkansas Museum of Fine Arts (“the Museum”) is an institution originally created as the Museum of Fine Arts by the City of Little Rock, Arkansas, under Ordinance No. 11,111, and subsequently renamed the Arkansas Arts Center by Little Rock Ordinance Section 22-161 (1961 Code). The Arkansas Arts Center recently changed its name to the Arkansas Museum of Fine Arts, and is the successor entity to the Arkansas Arts Center. The Museum is currently temporarily located at 2510 Cantrell Road, Little Rock, Arkansas, but its permanent location is at 501 East Ninth Street, Little Rock, Arkansas 72202.¹

¹ Unless otherwise specified, references to “the Museum” in this Complaint shall include its predecessor, the Arkansas Arts Center.

10. The Arkansas Museum of Fine Arts Foundation (“the Foundation”) is a not-for-profit corporation that, according to the records of the Arkansas Secretary of State, was originally organized and existing under the laws of the State of Arkansas in 1972. The Arkansas Museum of Fine Arts Foundation also has the fictitious names of the Arkansas Art Museum, the Arkansas Arts Center and the Arkansas Museum of Art. It was formerly known as and is successor to the Arkansas Arts Center Foundation. The Foundation is currently temporarily located at 2510 Cantrell Road, Little Rock, Arkansas, but its permanent location is at 501 East Ninth Street, Little Rock, Arkansas 72202.² The registered agent for service of the Foundation is Laine Harber, whose registered address is 501 E. 9th Street, Little Rock, AR 72202.

Jurisdiction and Venue

11. This Court has jurisdiction of the parties and subject matter of this case pursuant to Amendment 80 of the Constitution of Arkansas and Ark. Code Ann. §16-13-201(a).

² Unless otherwise specified, references to “the Foundation” herein shall include the Arkansas Museum of Fine Arts Foundation and its predecessor, the Arkansas Arts Center Foundation.

12. Venue is proper in this Court pursuant to Ark. Code Ann. §16-60-101 because several of the Plaintiffs reside in Pulaski County, the Defendants are located in Pulaski County, and the real and personal property that are the subjects of this case are located in the City of Little Rock, Pulaski County, Arkansas.

Facts

13. The property that is the subject of this case is Block Sixty-One (61) of the Original City of Little Rock, Arkansas, including all improvements located on said real property (unless the house located on the property is referred to separately as “the House”, the house and real property shall be collectively referred to herein as “the Property”).

14. On or about February 23, 1839, Albert Pike, a New Englander who had settled in Arkansas and become a leading lawyer and a major political figure in the State, purchased the Property from Chester Ashley, also a prominent lawyer and later a U.S. Senator, for the sum of \$1,500.00. The Property, located in what is now the historic Quapaw Quarter of Little Rock, was at that time, on the “outskirts” of the City.

15. In the following year, Pike caused to be constructed on the Property a two-story brick mansion. Located in a park-like setting on a city block of land, it is today widely-recognized as one of the most significant and impressive landmarks in the State of Arkansas; an excellent architectural example of the Greek Revival period; and was one of, if not the most, outstanding residences of its day.

16. The mansion has housed three of the most significant families in Arkansas history: those of the aforementioned Albert Pike, who became a General in the Confederate Army, established a national reputation as an attorney, and was one of the founders of the national Masonic fraternal organization; the family of Captain John Gould Fletcher, a member of the Capitol Guards during the Civil War and a successful cotton broker, a president of the German National Bank and the Arkansas Banking Association, a mayor of Little Rock and sheriff of Pulaski County, and his children, Adolphine Fletcher Terry, Terry John G. Fletcher, Jr., and Mary Fletcher Drennan, all of whom played significant roles in the history of Arkansas; and the family of David D. Terry, a United States Congressman from Arkansas.

17. Following the Civil War, Albert Pike did not return to Arkansas, and in 1871, Pike conveyed the Property to his daughter, Miss Lillian Pike. She leased the Property to the Arkansas Female College. In 1886, Lillian Pike deeded the Property to Miss Lou Krause.

18. In 1889, Captain John Gould Fletcher and his wife, Adolphine Krause Fletcher, sister of Miss Lou Krause, purchased the Property from Miss Krause. John Gould Fletcher died intestate in 1906, and was survived by his wife and their three children: Adolphine Fletcher, John Gould Fletcher, Jr., and Mary Fletcher. Adolphine Krause Fletcher died three years later, and the children inherited the Property.

19. John Gould Fletcher, Jr., became a renowned poet, receiving the Pulitzer Prize for Poetry in 1939, the first Southern poet to receive that award. He also published a history of the State of Arkansas in 1947, and was inducted into the National Institute of Arts and Letters. During the years he lived in Europe, he conveyed his interest in the Property to his sisters, Adolphine Fletcher Terry and Mary Fletcher Drennan, in equal shares. Later in his life, he returned to Arkansas and married Charlie May Simon, also an award-winning Arkansas writer and they lived at Johnswood, their home on the outskirts of Little Rock.

20. Adolphine Fletcher enrolled in Vassar College in New York state when she was 15, and graduated from that school in 1902, when few women had college degrees. She returned to Little Rock “ready to change the world, and she kept trying until her dying day to do it,” according to a friend, Judge Edwin Dunaway.

21. In 1910, Adolphine Fletcher married David D. Terry, a lawyer who began his political career as a member of the Arkansas General Assembly, and then served nine years in the United States Congress, where he was instrumental in establishing the present-day Arkansas River Navigation System. Today, one of the navigation dams on the River bears his name. He was also heavily involved in various civic endeavors, particularly in the Little Rock Boy’s Club.

22. Adolphine Fletcher Terry and her family resided on the Property for most of her life. She spent that life promoting causes to improve schools and libraries, the juvenile court system, affordable housing, women’s rights, and fighting racism; and she used the House as a center for conducting those activities.

23. During the Little Rock school desegregation crisis in the fall of 1957, resulting in the closure of the Little Rock high schools, Mrs. Terry organized the Women’s Emergency Committee to Open Our Schools, and hosted in the House meetings of women who opposed Governor Orville Faubus’ segregationist

positions, were instrumental in the recall of three segregationist members of the Little Rock School Board, and the reopening of the Little Rock schools. The names of the women who participated in those meetings are etched in the windows of the solarium which is adjacent to the room in the House in which the meetings occurred. **(See Exhibit 8)** While the vast majority of those women are now deceased, their children and grandchildren still proudly point to their ancestors' names on those windows.

24. That Adolphine Fletcher Terry, the daughter of a Confederate Captain, used a house built by a man who became a Confederate General to promote the cause of racial integration was not lost on many observers nationally as well as locally. In 1961, Adolphine was selected as one of the 100 most distinguished graduates of Vassar College on the occasion of its 100th anniversary. She was also selected by the national newspaper, USA Today, as one of the 100 outstanding women of the 20th Century, and she was named as one of Arkansas' 15 Most Significant Figures by the Arkansas Historical Association in 2000. In 1990, the Central Arkansas Library System dedicated its seventh branch library as the Adophine Fletcher Terry Library in west Little Rock.

25. Mary Fletcher, the youngest daughter of John Gould Fletcher, was active in the suffrage movement in Arkansas, and was elected president of the Political Equality League in 1911. Her suffrage organization was less strident than others. Mary Fletcher maintained the decorum of a southern lady, stating “In the South, women do not find it necessary to fight for what we want.”

26. Mary Fletcher married a United States military officer, Leonard H. Drennan, in 1919, and moved to Washington. D.C. She had two children, Leonard H. Drennan, Jr. and Frances Drennan. The Drennans purchased Verdant Valley Farm in Maryland, which she operated until her death in 1982.

27. In addition to the historic significance of the House’s occupants, the Property is listed on the National Register of Historic Places; is a U.S. Historic District Contributing Property; and unfortunately, is on the Preserve Arkansas Most Endangered Places List for 2021 for the reasons set forth herein.

28. On or about the 19th day of August, 1964, the said Adolphine Fletcher Terry and Mary Fletcher Drennan executed a Deed (“the Deed”) granting and transferring the Property to the City of Little Rock for the use and benefit of the Arkansas Arts Center and its successors (now the Museum), subject to the reservation of a life estate in favor of both Adolphine Fletcher Terry and Mary

Fletcher Drennan, and also subject to the conditions set forth in the Deed. The Deed was filed for record on December 23, 1964, and the Deed is recorded in Book 901 at pages at pages 257-264 of the Records of Pulaski County, Arkansas. A copy of the Deed is attached hereto as **Exhibit No. 2**.

29. The purposes and conditions of the conveyance were contained in Paragraphs numbered 1 through 5 of the Deed, which provide in relevant part:

1. The Grantee shall, as nearly as possible, keep and maintain the said lands in their present condition, preserving, as far as possible, the trees thereon, and maintaining the home-place thereon in its present general architectural form;
2. Grantee shall use the said property exclusively for the advancement of the cultural, artistic, or educational interests of the community. This use may include, among other purposes, the display of the lands and the buildings to the public with or without the payment of a fee therefor. If a fee is charged, however, then the proceeds therefrom shall be used first to keep and maintain the said property and then for the further uses and purposes herein expressed. The uses of the lands and buildings may also include the holding of meetings and use of office space related to the cultural, artistic, or educational life of the community.
3. [The provisions of Condition No. 3 relate to the possible taking of the land, or a portion thereof, by eminent domain proceedings, and are not relevant to this proceeding.]

4. If the Grantee shall fail to comply with these conditions or uses, and in particular with the first condition above enumerated, ... then title to the said lands shall revert in an undivided one-half interest to the heirs of Adolphine Fletcher Terry and in an undivided one-half interest to the heirs of Mary Fletcher Drennan.
5. Failure by the reversioners, or by any of them, to take affirmative action to terminate the title of the Grantee upon any default hereunder shall not be construed as a waiver by the reversioners to take affirmative action to terminate the title of Grantee upon any further default hereunder.

30. On or about September 14, 1964, the Board of Trustees of the Arkansas Arts Center, at a regular monthly meeting of said Board on said date, adopted a Resolution stating in part:

BE IT RESOLVED, that the Board of Directors of the Arkansas Arts Center, ... being informed of the provisions of the Deed and the purposes and intent of the conveyance, does hereby advise the members of the Board of Directors of the City of Little Rock that it deems the contemplated gift to be not only a gracious and generous creation of a memorial to preserve for Little Rock and Arkansas a unique and invaluable historic site, but a dedication to the future cultural, artistic and educational progress of our community, and it therefore recommends to the said Board that it accept delivery of the Deed forthwith.

The said Resolution was filed for record and appears in Book 901 at page 265 of the Records of Pulaski County, Arkansas. A copy of such Resolution is attached to this Complaint as **Exhibit No. 3**.

31. The Deed was accepted by the City of Little Rock by Resolution No. 3,218 of the Board of Directors of the City of Little Rock dated October 5, 1964, with a “deep sense of appreciation and gratitude for their gift.” Resolution No. 3,218 is recorded in Book 901 at pages 266 to 274 of the Records of Pulaski County, Arkansas, and a copy thereof is attached hereto as **Exhibit No. 4**.

32. Adolphine Fletcher Terry died on July 25, 1976. On April 22, 1977, Mary Fletcher Drennan executed a document entitled “Surrender of Life Estate” in which she surrendered unto the City of Little Rock, Arkansas, the life estate reserved by her as Grantor in the Deed, provided that “this surrender of my life estate shall not modify or otherwise affect the reversionary rights reserved in the said Deed dated August 19, 1964.” A copy of the Surrender of Life Estate is attached to this Complaint as **Exhibit No. 5**.

33. The City of Little Rock accepted the Surrender of Life Estate by adoption of Resolution No. 5,726 on June 7, 1977, a copy of which is attached to this Complaint as **Exhibit No. 6**.

34. The Property was thereafter delivered to the City and to the Museum upon its acceptance of the Property by the City and Museum as described in Paragraphs 30 and 31, above, and the acceptance of the Surrender of Life Estate as described in Paragraph No. 33, above.

35. The Foundation was organized on November 22, 1972, for the primary purposes of assisting the Museum in the attainment of its goals, and supporting the operations of the Museum. The Foundation is the entity that owns property acquired by or donated to, or for the use of, the Museum, and solicits, holds, controls and expends funds and endowments contributed by members of the public, corporations, governmental agencies and other entities for the use and benefit of the Museum and its successors.

36. At or about the time of the transfer of possession of the Property to the City for the use and benefit of the Museum, the Foundation and persons interested in the use of the Property in accordance with the conditions set forth in the Deed, commenced a fund-raising program to fund an endowment for the maintenance and operation of the House and Property.

37. The purpose of the fund-raising program was to create an endowment fund, the income from which would be used for the operations of the House, including

salaries for a full-time curator and support staff; rental and shipping fees for temporary exhibits to be shown in the House; acquisitions for a permanent art collection; workshop and lecture expenses; payment of utilities, and for overall maintenance of the Property.

38. In or about 1985, a trust established under the Last Will and Testament of former Governor Winthrop Rockefeller (the Winthrop Rockefeller Trust) contributed the sum of One Million Dollars (\$1,000,000.00) as a 2 for 1 matching grant to the Foundation specifically for the use and benefit of the Property. Other significant contributions were made by members of the public and organizations, and an endowment in the approximate total amount of One Million, Five Hundred Thousand Dollars (\$1,500,000.00) (“the Endowment”) was ultimately pledged and paid to the Foundation specifically for the use and benefit of the Property.

39. The Endowment funds entrusted to the Foundation for the maintenance and operation of the House and Property were “restricted” funds in that they were dedicated solely and exclusively for the operations and maintenance of the House and Property, and not for general operations.

40. The Foundation received the Endowment funds as a fiduciary trustee, and as such was and is responsible for the prudent investment, management and use of the funds for their intended purposes.

Count 1
Breach of Contract

41. Plaintiffs restate and incorporate herein all of the allegations contained in the foregoing paragraphs.

42. After accepting the House and Property for the purposes and subject to the conditions set forth in the Deed, the said Property was used by the Museum as a Decorative Arts Museum (DAM) and for other miscellaneous purposes for a period of approximately 1985 to 2003. However, in or about 2003, the Museum closed the DAM, and designated the House as the "Terry House Community Gallery" which opened in approximately 2004. However, in recent years, the House has been closed to the public, and the Museum has completely ceased use of the Property exclusively for the advancement of the cultural, artistic, or educational interests of the community.

43. Further, the Defendants have failed to conduct any maintenance and repairs on and to the Property, and have allowed the Property to fall into disrepair.

Attached to this Complaint as **Exhibits 7 through 14** are photographs of portions of the exterior of the Property showing the rapidly deteriorating condition of the House and the carriage house on the Property. Plaintiffs have been unable to gain access to the interior of the House because it is locked, and Plaintiffs' requests for access to the interior have not been granted.

44. In September 2017, an assessment of the condition of the House was made by Mr. Tommy Jameson, an architect of Little Rock, Arkansas, at the request of the Arkansas Arts Center. Mr. Jameson estimated that costs in the amount of \$898,430.00 would be required to bring the Property to good condition. The 9/2017 Jameson Estimate is attached to this Complaint as **Exhibit No. 15**. On information and belief, the work described in the 9/2017 Jameson Estimate was not performed.

45. In June 2021, an assessment of the condition of the House was again made by Mr. Tommy Jameson, this time at the request of the City of Little Rock. Mr. Jameson estimated that costs in the amount of \$1,130,863.00 would be required to bring the Property to good condition. The 6/2021 Jameson Estimate is attached to

this Complaint as **Exhibit No. 16**. On information and belief, the work described in the 6/2021 Jameson Estimate was not performed.

46. In April 2020, two Proposals and cost estimates were prepared at the request of the Museum by Nabholz Construction Services for conducting work on the Property, including removal or trimming of a number of trees, and replacing or repairing the roof of the House and a gazebo.

47. The first estimate (Proposal 23-5268-20) dated April 1, 2020, was for removal or trimming of various large trees on the Property (one of which was a large oak tree hanging over the roof of the House), and was for the amount of \$5,890.00. The second estimate (Proposal 23-5269-20) dated April 1, 2020, was for removal and replacement of felt, shingles, copper valley metal and flashing and other materials for the roof of the House and a gazebo on the Property, and was in the amount of \$28,433.88. The Proposals are attached to this Complaint as **Exhibits 17 and 18**.

48. On information and belief, the work contemplated by both of the above described Nabholz Proposals was not performed. Subsequent to the dates of those Proposals, the oak tree hanging over the roof of the House struck the southwest chimney of the House, causing it to break into two sections, as shown in **Exhibit**

No. 11. The City of Little Rock has recently made repairs to the chimney to prevent it from falling onto and through the roof.

49. The Property has, through non-use and neglect, been subjected to extensive deterioration, which will accelerate with time and further neglect, and which will ultimately destroy the usefulness of the House as a place for the advancement of the cultural, artistic, or educational interests of the community, as contemplated by the conditions imposed upon the Deed from Mrs. Terry and Mrs. Drennan to the City of Little Rock, unless actions are taken to restore the Property.

50. The Defendants, and each of them, having accepted and utilized the Property subject to the terms and conditions of the Deed from Adolphine Fletcher Terry and Mary Fletcher Drennan, and being fully cognizant and aware of such terms and conditions, are bound thereby.

51. The Museum and the Foundation, at any time after discontinuing use of the Property, when the Property could have been restored for lower costs, could have informed the City of Little Rock and the Plaintiffs that the Museum and Foundation no longer had any plans for use for the Property. Instead, the Museum and Foundation retained the Property without using it and without expending funds necessary for its maintenance.

52. Since use of the Property was discontinued by the Museum, heirs of Adolphine Fletcher Terry or Mary Fletcher Drennan (“the Heirs”) have repeatedly inquired of the Museum and the Foundation regarding their intentions regarding future use of the Property and the condition of the House. The Heirs always received assurances that the Museum and the Foundation considered the Property to be important and useful to the Museum and the Foundation.

53. It was not until June 25, 2021, that representatives of the Museum and/or the Foundation advised heirs of Adolphine Fletcher Terry and Mary Fletcher Drennan that the Museum and Foundation had no further interest in or use for the Property, and would not invest any money in maintaining the Property.

54. The Defendants, and each of them, have failed and refused to comply with the provisions and conditions contained in the Deed dated September 19, 1964, to:

- (i) keep and maintain the said lands in their present condition, preserving, as far as possible, the trees thereon, and maintaining the home-place thereon in its present general architectural form; and
- (ii) use the said Property exclusively for the advancement of the cultural, artistic, or educational interests of the community.

55. As a result of their failure and refusal of the Defendants, and each of them, to perform, comply with and observe their obligations under the terms and conditions of the Deed, title to the Property shall revert in an undivided one-half interest to the heirs of Adolphine Fletcher Terry and in an undivided one-half interest to the heirs of Mary Fletcher Drennan, in accordance with the terms of the Deed.

56. As a further result of their failure of the Defendants, and each of them, to perform, comply with and observe their obligations under the terms and conditions of the Deed regarding the maintenance of the Property, a judgment should be granted against the Defendants, jointly and severally, in an amount that will be required to restore the Property to a good and sound condition in which it can be used for the advancement of the cultural, artistic, or educational interests of the community.

Count 2.
Accounting for Endowment

57. Plaintiffs restate and incorporate herein all of the allegations contained in the foregoing paragraphs.

58. The Endowment of approximately \$1.5 million was created and provided to the Foundation specifically for the use and benefit of the Property following the gift of that Property by Adolphine Fletcher Terry and Mary Fletcher Drennan to the City of Little Rock for the use and benefit of the Arkansas Arts Center.

59. Donations to that Endowment were “restricted” in that they could only be used for the purposes of the donation – the operation and maintenance of the Property – and not for general operations of the Museum.

60. The Foundation is successor in interest to the Arkansas Arts Center Foundation, and is subject to the same obligations and liabilities of the Arkansas Arts Center and the Arkansas Arts Center Foundation relative to the Property, including the fiduciary obligations imposed on those entities relative to maintenance and use of the Property, and the investment, management and expenditure of the Endowment for the exclusive use and benefit of the Property.

61. The Museum and Foundation Defendants should be ordered and directed to account to the Court and Plaintiffs for all funds received by the Museum and Foundation, or any of them, donated by any person or entity at any time to the Endowment for the use and benefit of the Property or to any other fund or name for the same purpose.

62. In the event that the Court should find, as a result of such accounting or from other relevant evidence, that the Defendants expended any part of the Endowment, or expended other funds or property donated to the Museum or Foundation for the use and benefit of the Property (whether included in the Endowment or not), for purposes other than the use and maintenance of the Property, the Court should award Judgment in favor of the Plaintiffs of and from the Defendants in the amount so expended on such other purposes.

63. In the event that the Court should find, as a result of such accounting or from other relevant evidence, that the Defendants are holding any funds or other property donated to the Endowment, the Court should order and direct such Defendant to pay over and deliver such funds to the Plaintiffs.

**Count 3.
Attorney Fees**

64. The Deed between Adolphine Fletcher Terry and Mary Fletcher Drennan, and the City of Little Rock for the use and benefit of the Museum constituted a contract within the terms and scope of Arkansas Code Ann. §16-22-308, which

provides that the Court may award a reasonable attorney fee to the prevailing party in matters involving breach of contract.

65. In addition, Ark. Code Ann. §28-73-1004 provides for an award of attorney's fees and expenses in cases involving the administration of a trust. The Endowment held and administered by the Museum and Foundation Defendants constitutes a trust, and the provisions of Ark. Code Ann. §28-73-1004 are applicable to the management of the Endowment and other funds donated to the Foundation for the use and benefit of the Property.

66. In the event that the Court renders judgment in favor of the Plaintiffs of and from the City of Little Rock, Arkansas, the Museum and/or the Foundation or any of them, Plaintiffs should be awarded reasonable attorney fees as a result of the breach of the conditions of the said Deed, and/or for breach of the terms of the Endowment, and all costs of this action.

WHEREFORE, The Plaintiffs, Susan Terry Borné, Elizabeth Terry Foti, Catherine Drennan, John Drennan, Margaret Yatsevitch and Michael Yatsevitch, as and on behalf of the heirs of Adolphine Fletcher Terry and Mary Fletcher Drennan, both deceased, pray that they be granted the following relief:

- (1) Enter Judgment in favor of the Plaintiffs and against the Defendants determining that, as a result of the failure of the Defendants, and each of them, to perform, comply with and observe their obligations under the terms and conditions of the Deed, title to the Property shall revert in an undivided one-half interest to the heirs of Adolphine Fletcher Terry and in an undivided one-half interest to the heirs of Mary Fletcher Drennan, in accordance with the terms of the Deed.
- (2) Enter Judgment in favor of the Plaintiffs of and from the Defendants for their breach of contract in an amount that will be required to restore the Property to a good and sound condition in which it could be used for the advancement of the cultural, artistic, or educational interests of the community.
- (3) Order and direct the Defendants, Museum and Foundation, to account to the Court and Plaintiffs for all funds received by them, or any of them, donated to the Endowment by any person or entity for the use and benefit of the Property or to any other name for the same purpose, and for all sums expended by and currently held by the Defendants, or any of them, from such donations.

- (4) Award Judgment in favor of the Plaintiffs against any Defendants who, from such accounting, are found to have expended any funds or other property donated to the Endowment for any purposes other than the use and maintenance of the Property, and for any breach of their fiduciary duty, in the amount so expended on such other purposes; together with reasonable interest and investment return from the date of any improper expenditures to the date of Judgment and final payment thereof.
- (5) Order any Defendants who, from such accounting are found to currently hold any funds or other property donated to the Endowment, to deliver such funds to the Plaintiffs.
- (6) Award Judgment to the Plaintiffs for reasonable attorney fees of and from the Defendants, and each of them, as a result of the breach of the conditions of the said Deed by the Defendants, and for any misuse or misapplication of funds from the Endowment; and for all costs of this action.

Jury Trial Demanded

Plaintiffs demand a trial by jury on all claims asserted herein to which a jury trial is applicable.

Respectfully submitted,

RICHARD MAYS LAW FIRM PLLC

/s/ Richard H. Mays

Richard H. Mays

Arkansas Bar No. 61043

Lara Sargent

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VERIFICATION

STATE OF ARKANSAS)
)ss.
COUNTY OF PULASKI)

Now comes before the undersigned Notary Public in and for the State and County aforesaid, Susan Terry Borné and Beth Terry Foti, who, after being properly identified and duly sworn to tell the truth, stated that they are two of the Plaintiffs in the above-entitled Complaint; that they have read the contents thereof, and stated that the contents are true and correct to the best of their knowledge, information and belief.

Susan Terry Borné
Susan Terry Borné

Elizabeth Terry Foti
Elizabeth Terry Foti

Subscribed and sworn to before me, a Notary Public, on this 15th day of October, 2021.

Nina J. Jackson
Notary Public

My Commission Expires:



EXHIBIT 1

John G. Fletcher & Adolphine Krause

Frederika H. Fletcher - 1879-1880

Adolphine Fletcher - 1882-1976 + David D. Terry

Col. David D. Terry - 1911-1962 + Marguerite Hyatt (Peggy) Terry (she died and he remarried)

David D. Terry III - 1941-1971 + Linda Hervey

Tanya Joan Terry - d.2011

Kristen Howard (in her 30s) - in her mother's obit she is listed as a resident of NY, NY

Lindsey Lovel (in her 30s) - in her mother's obit she is listed as a resident of Columbus, Ohio

Col. David D. Terry + Grace Frankl Terry (second wife)

Joan Terry b.1951 + Bruce Oliver

Jason D. Oliver b.1976 + Megan Oliver

Luke D. Oliver b. 2012

Jonathan Beck Oliver b.2014

Elliot M. Oliver b. 2017

April M. Oliver 1978-2010

Nathan I. Oliver b. 1994

Faith V. Caillouet b. 1996 + Grant Caillouet

Mary Fletcher Terry - 1914-1974

Sally Terry Plummer - 1916-1986 + Plummer

Edward Plummer (deceased)

William Leake Terry - 1922-2016 + Elizabeth Kilbury Terry - b.1922

Elizabeth Kilbury Terry - b. 1947 + Thomas Lee Foti

Fletcher Scott Foti - b.1979 + Kerry Fleisher

Jethro William Foti - b. 2018

Weston Henry Foti - b. 2020

Ellen Fletcher Terry - 1951-2019

Susan Adolphine Terry - b.1956 + Robin Young Borne'

Elizabeth Terry Borne' - b.1986 + John Charles Williams

Madeleine Elizabeth Borne'-Williams - b.2018

Rachael Adolphine Borne' - b.1990

Joseph Alb Terry (adopted as an infant from Boston, MA) + first wife Pris (they divorced and she remarried Adams)

Joseph Terry Adams - Dropped Terry and added Adams (don't know family details)

Grant T. Adams

Alexis C. Bain



John Terry Adams - Dropped Terry and added Adams (don't know family details) + Linda Irene Adams

Cameron Adams Drummond

Joseph Alb Terry + Nell Smythe Pidgeon Terry second wife - (divorced)

William (Bill) Terry (don't know family details)

John Gould Fletcher - 1886-1950 + Florence Emily "Daisy" Arbutnot (they divorced) + married Charlie May Simon

Nathan Fletcher - 1888-1889

Mary Fletcher Drennan - 1890-1982 + Leonard H. Drennan (they divorced)

Leonard Drennan - 1919-1997 + his wife who died young

Catherine Drennan

Has at least one son and several grandsons

John Drennan

Frances Drennan - 1921-1980 + Yatsevitch

Margaret Yatsevitch

Michael M. Yatsevitch

Mary Yatsevitch - deceased

Margaret Yatsevitch White (has one daughter)

Stephanie Yatsevitch

McGregor J. Yatsevitch

EXHIBIT 2

WHEREAS, the property hereinafter conveyed was formerly owned by Albert Pike, world renowned Mason, and a prominent lawyer and military figure, and the homeplace thereon, the street address of which is 411 East 7th Street, Little Rock, Arkansas, was constructed by him in the year 1840; and

WHEREAS, Grantors' father, John G. Fletcher, Mayor of Little Rock, Confederate soldier and banker, acquired the property in 1889 and until his death in 1907, lived there with his family comprised of his wife, Adolphine Krause Fletcher, his son, John Gould Fletcher, winner of the Pulitzer Prize for Poetry, and Grantors; Grantor, Mary Fletcher Brennan, having been born in the homeplace; and

WHEREAS, Grantor, Adolphine Fletcher Terry, and her husband, David Dickson Terry, lawyer and United States Congressman, have made the property their home for more than fifty years; and

WHEREAS, Grantors are desirous of preserving and perpetuating the said homeplace because of its prominence in the history of the State of Arkansas and of the City of Little Rock, and its beauty and setting as an irreplaceable example of ante bellum architecture, and also because of their own lifelong family ties and associations with and personal feelings toward said homeplace, and at the same time are desirous of making the homeplace available for the cultural pursuits of the community; and

WHEREAS, Grantors desire to give the said property to Grantee, for the purposes and subject to the conditions herein set forth, as a memorial to the deceased members of their family, namely:

their father, John G. Fletcher and his wife, Adolphine K. Fletcher; their brother, John Gould Fletcher; and David D. Terry, and his son, David D. Terry, Jr.; to all of whom 411 East 7th Street has been home;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT we, Adolphine Fletcher Terry and Mary Fletcher Drennan, Grantors, for and in consideration of the premises and other matters hereinafter set forth, do hereby grant, bargain, sell and convey unto the City of Little Rock, Arkansas, Grantee, for the use and benefit of The Arkansas Arts Center, created under the provisions of Ordinance No. 11,111 of the Ordinances of the City of Little Rock, Arkansas, passed and approved on the 6th day of September, 1960, and its successors, subject to the reservation of a life estate for the joint lives of Adolphine Fletcher Terry and Mary Fletcher Drennan and for the life of the survivor, upon the several conditions and for the several uses and purposes hereinafter set forth, and upon breach of any such conditions or failure of such use to revert to the heirs of Grantors, the following lands lying in the County of Pulaski, and State of Arkansas, to-wit:

Block Sixty-one (61), Original City of Little Rock.

TO HAVE AND TO HOLD unto the said Grantee forever, subject to the said reservation of a life estate for the joint lives of Adolphine Fletcher Terry and Mary Fletcher Drennan and for the life of the survivor, upon the following conditions and for the following uses and purposes:

1. The Grantee shall, as nearly as possible, keep and maintain the said lands in their present condition, preserving, so far as possible, the trees thereon, and maintaining the homeplace thereon in its present general architectural form; provided, however, the Grantee may erect on the said lands to the rear of the homeplace and so as not to detract from its appearance a building in keeping with the general architectural form of the homeplace for the general uses and purposes herein expressed, including an office for The Arkansas Arts Center.

2. Grantee shall use the said property exclusively for the advancement of the cultural, artistic, or educational interests of the community. This use may include, among other purposes, the display of the lands and the buildings to the public with or without the payment of a fee therefor. If a fee is charged, however, then the proceeds therefrom shall be used first to keep and maintain the said property and then for the further uses and purposes herein expressed. The uses of the lands and buildings may also include the holding of meetings and use of office space related to the cultural, artistic, or educational life of the community.

3. In the event that the lands herein conveyed (but not including the homeplace) be subject to eminent domain proceedings, at one time or from time to time, to such an extent that the yard space remaining between the homeplace and any new property line established after such taking or takings be reduced to not less

than fifty per cent (50%) of such yard space existing as of the date of this grant, all awards paid for any such taking or takings shall be paid to the Grantee and shall be used exclusively for the upkeep and maintenance of the homeplace. In the event that the lands herein conveyed (but not including the homeplace) be subjected to such eminent domain proceedings, at one time or from time to time, to such an extent that the yard space remaining between the homeplace and any new property line established after such taking or takings be reduced by more than fifty per cent (50%) of such yard space existing as of the date of this grant, or in the event of any taking of the homeplace, then in either of such events, one half of all such awards paid for such taking shall be paid to the heirs of Adolphine Fletcher Terry and one half shall be paid to the heirs of Mary Fletcher Drennan, and the title to any remaining lands and homeplace shall revert in an undivided one-half interest to the heirs of Adolphine Fletcher Terry and in an undivided one-half interest to the heirs of Mary Fletcher Drennan.

4. If the Grantee shall fail to comply with these conditions or uses, and in particular with the first condition above enumerated, or in the event that the homeplace is destroyed by fire or other casualty to such an extent that it is impossible or impracticable to restore it to its former condition, then title to the said lands shall revert in an undivided one-half interest to the heirs of Adolphine Fletcher Terry and in an undivided one-half interest to the heirs of Mary Fletcher Drennan.

5. Failure by the reversioners, or by any of them, to take affirmative action to terminate the title of the Grantee upon any default hereunder shall not be construed as a waiver by the

reversioners to take affirmative action to terminate the title of Grantee upon any further default hereunder.

WITNESS our hands and seals on the 19th day of August, 1964.

Adolphine Fletcher Terry
Adolphine Fletcher Terry

Mary Fletcher Drennan
Mary Fletcher Drennan

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Adolphine Fletcher Terry, to me well known as one of the Grantors in the foregoing Deed and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 26th day of August, 1964.

Louis W. Plerson
Notary Public

My Commission will Expire:

August 19, 1965

(S E A L)

STATE OF ~~MAINE~~ ^{RHODE ISLAND})
COUNTY OF NEWPORT)

ss.

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day came before me the under-
signed, a Notary Public within and for the County and State aforesaid,
duly commissioned and acting, Mary Fletcher Brennan, to me well
known as one of the Grantors in the foregoing Deed and stated that
she had executed the same for the consideration and purposes therein
mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 19th
day of August, 1964.

Philip B. Williams
Notary Public *Notary Public*

My Commission will Expire:

June 30, 1966



THIS INSTRUMENT PREPARED BY ^{William Nash} WILLIAM NASH OF THE LAW FIRM OF
ROSE, MEEK, HOUSE, BARRON, NASH & WILLIAMSON, 720 WEST 3rd
STREET, LITTLE ROCK, ARKANSAS.

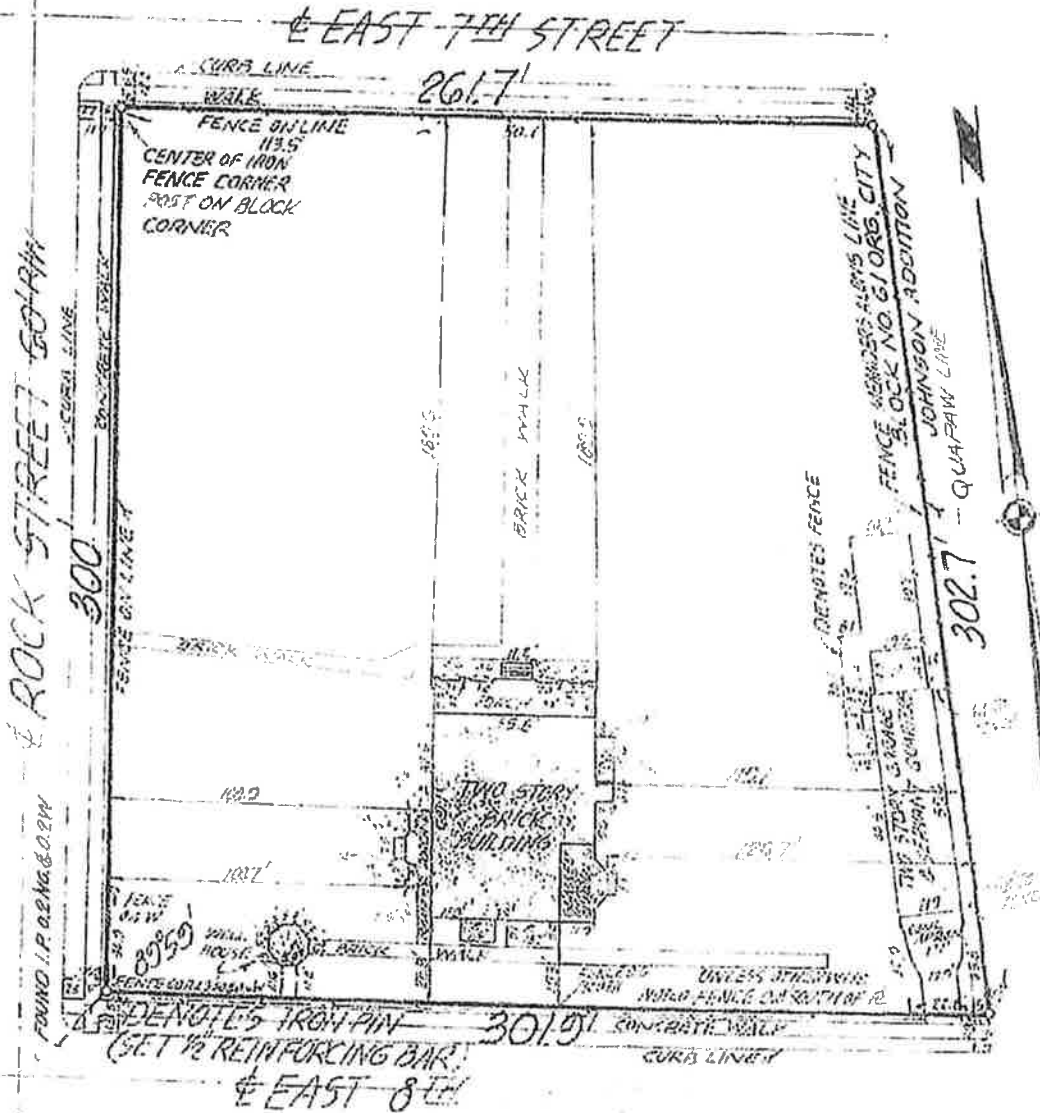
FINLEY WILLIAMS ENGINEERS, INC.

210 VICTORY STREET

LITTLE ROCK, ARKANSAS

MS.C.C.

3308



(Survey to assist in the construction of Section 3 of that certain deed dated August 19, 1964, wherein Adolphine Fletcher Terry and Mary Fletcher Drennan are Grantors and the City of Little Rock, Arkansas is Grantee for the use and benefit of The Arkansas Arts Center.)

FACTUAL SURVEY AND SLOT PLAN

OR

BLOCK 38, ORIGINAL CITY, LITTLE ROCK, ARKANSAS

FOR: ADOLPHINE FLETCHER TERRY AND MARY FLETCHER DRENNAN

SCALE 1" = 50'

DATE: NOVEMBER 18, 1964

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PROPERTY LINES ARE IN ACCORDANCE WITH EXISTING MONUMENTS FOUND IN THE ORIGINAL CITY.



Finley Williams
 REG. PROF. ENGINEER-ARKANSAS NO. _____

EXHIBIT 3

CERTIFIED COPY OF RESOLUTION

BOOK 901 PAGE 285

Comes Ed G. Lovett, Secretary of the Board of Trustees of The Arkansas Arts Center, Little Rock, Pulaski County, Arkansas, and being duly sworn, states that the following is a true and correct copy of a resolution adopted, on motion duly made and seconded, by the Board of Directors of The Arkansas Arts Center at the regular monthly meeting of the said Board, held in the City of Little Rock, Arkansas, on the 14th day of September, 1964, at which meeting a quorum was present:

"BE IT RESOLVED, that the Board of Directors of The Arkansas Arts Center, having duly considered that certain Deed dated August 19, 1964, executed by Adolphine Fletcher Terry and Mary Fletcher Drennan, conveying to the City of Little Rock for the use and benefit of The Arkansas Arts Center, Block 61 of the Original City of Little Rock, Arkansas, on which is situated the antebellum mansion known as the Terry Home, and being informed of the provisions of the Deed and the purposes and intent of the conveyance, does hereby advise the members of the Board of Directors of the City of Little Rock that it deems the contemplated gift to be not only a gracious and generous creation of a memorial to preserve for Little Rock and Arkansas a unique and invaluable historic site, but a dedication to the future cultural, artistic and educational progress of our community, and it therefore recommends to the said Board that it accept delivery of the Deed forthwith."

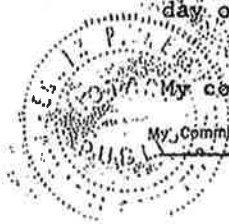
Ed G. Lovett
Ed G. Lovett, Secretary
Board of Trustees
The Arkansas Arts Center

STATE OF ARKANSAS)
) ss
COUNTY OF PULASKI)

ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Ed G. Lovett, to me well known, and stated that he had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 25 day of November, 1964.



My commission expires:
My Commission Expires Oct. 15, 1968

Edwin P. Tolenny
Notary Public

EXHIBIT
3
FENGAD 800-831-8888

EXHIBIT 3

CERTIFIED COPY OF RESOLUTION

BOOK 901 PAGE 265

Comes Ed G. Lovett, Secretary of the Board of Trustees of The Arkansas Arts Center, Little Rock, Pulaski County, Arkansas, and being duly sworn, states that the following is a true and correct copy of a resolution adopted, on motion duly made and seconded, by the Board of Directors of The Arkansas Arts Center at the regular monthly meeting of the said Board, held in the City of Little Rock, Arkansas, on the 14th day of September, 1964, at which meeting a quorum was present:

"BE IT RESOLVED, that the Board of Directors of The Arkansas Arts Center, having duly considered that certain Deed dated August 19, 1964, executed by Adolphine Fletcher Terry and Mary Fletcher Drennan, conveying to the City of Little Rock for the use and benefit of The Arkansas Arts Center, Block 61 of the Original City of Little Rock, Arkansas, on which is situated the antebellum mansion known as the Terry Home, and being informed of the provisions of the Deed and the purposes and intent of the conveyance, does hereby advise the members of the Board of Directors of the City of Little Rock that it deems the contemplated gift to be not only a gracious and generous creation of a memorial to preserve for Little Rock and Arkansas a unique and invaluable historic site, but a dedication to the future cultural, artistic and educational progress of our community, and it therefore recommends to the said Board that it accept delivery of the Deed forthwith."

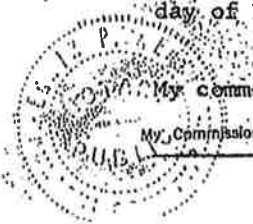
Ed G. Lovett
Ed G. Lovett, Secretary
Board of Trustees
The Arkansas Arts Center

STATE OF ARKANSAS)
)ss
COUNTY OF PULASKI)

ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Ed G. Lovett, to me well known, and stated that he had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 25 day of November, 1964.



My commission expires:
My Commission Expires Oct. 15, 1968

Edwin P. Henry
Notary Public

PENGAD 800-831-6888
EXHIBIT
3

EXHIBIT 4

A RESOLUTION ACCEPTING THE CONVEYANCE BY ADOLPHINE FLETCHER TERRY AND MARY FLETCHER DRENNAN TO THE CITY OF LITTLE ROCK, ARKANSAS, FOR THE USE AND BENEFIT OF THE ARKANSAS ARTS CENTER AND ITS SUCCESSORS OF THOSE CERTAIN LANDS CONSTITUTING THE HOMEPLACE OF ALBERT PIKE AND LATER OF JOHN G. FLETCHER AND HIS FAMILY AND NOW POPULARLY KNOWN AS THE TERRY HOME.

WHEREAS, Adolphine Fletcher Terry and Mary Fletcher Drennan, for the advancement of the cultural, artistic, and educational interests of the community, have executed and tendered to the City of Little Rock, Arkansas, a conveyance to the City for the use and benefit of the Arkansas Arts Center and its successors those certain lands constituting the homeplace of Albert Pike and later of John G. Fletcher and his family, and of David D. Terry and his family for the purposes and subject to the terms and conditions as more specifically set forth in the said deed of conveyance; and

WHEREAS, the historical and cultural value of the gift to the community is beyond measure and irreplaceable and constitutes additionally a very valuable gift in land by Mrs. Terry and Mrs. Drennan and their respective families; and

WHEREAS, this gift comes from the Grantors' interest in and affection for their community; and

WHEREAS, the Board of Directors of the Arkansas Arts Center has duly considered the said deed of conveyance and has formally adopted a resolution expressing approval of the grant and recommending that the Board of Directors of the City of Little Rock accept the delivery of the deed; and

WHEREAS, the Board of Directors desires to accept the said grant of lands;

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



SECTION 1. That the Board of Directors of the City of Little Rock does hereby accept the deed executed by Adolphine Fletcher Terry and Mary Fletcher Drennan, dated the 16th day of August, 1964, granting to the City of Little Rock, Arkansas, for the use and benefit of the Arkansas Arts Center, and its successors, Block Sixty-one (61), Original City, subject to the terms and conditions therein set forth and contained.

SECTION 2. The form and substance of the deed referred to in Section 1 is as follows:

D E E D

WHEREAS, the property hereinafter conveyed was formerly owned by Albert Pike, world renowned Mason, and a prominent lawyer and military figure, and the homelace thereon, the street address of which is 411 East 7th Street, Little Rock, Arkansas, was constructed by him in the year 1840; and

WHEREAS, Grantors' father, John G. Fletcher, Mayor of Little Rock, Confederate soldier and banker, acquired the property in 1889 and until his death in 1907, lived there with his family comprised of his wife, Adolphine Krause Fletcher, his son, John Gould Fletcher, winner of the Pulitzer Prize for Poetry, and Grantors; Grantor, Mary Fletcher Dremman, having been born in the homelace; and

WHEREAS, Grantor, Adolphine Fletcher Terry, and her husband, David Dickson Terry, lawyer and United States Congressman, have made the property their home for more than fifty years; and

WHEREAS, Grantors are desirous of preserving and perpetuating the said homelace because of its prominence in the history of the State of Arkansas and of the City of Little Rock, and its beauty and setting as an irreplaceable example of ante bellum architecture, and also because of their own lifelong family ties and associations with and personal feelings toward said homelace, and at the same time are desirous of making the homelace available for the cultural pursuits of the community; and

WHEREAS, Grantors desire to give the said property to Grantees, for the purposes and subject to the conditions herein set forth, as a memorial to the deceased members of their family, namely:

their father, John G. Fletcher and his wife, Adolphine K. Fletcher; their brother, John Gould Fletcher; and David D. Terry, and his son, David D. Terry, Jr.; to all of whom 411 East 7th Street has been home;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT we, Adolphine Fletcher Terry and Mary Fletcher Drennan, Grantors, for and in consideration of the premises and other matters hereinafter set forth, do hereby grant, bargain, sell and convey unto the City of Little Rock, Arkansas, Grantee, for the use and benefit of The Arkansas Arts Center, created under the provisions of Ordinance No. 11,111 of the Ordinances of the City of Little Rock, Arkansas, passed and approved on the 6th day of September, 1960, and its successors, subject to the reservation of a life estate for the joint lives of Adolphine Fletcher Terry and Mary Fletcher Drennan and for the life of the survivor, upon the several conditions and for the several uses and purposes hereinafter set forth, and upon breach of any such conditions or failure of such use to revert to the heirs of Grantors, the following lands lying in the County of Pulaski, and State of Arkansas, to-wit:

Block Sixty-one (61), Original City of Little Rock.

TO HAVE AND TO HOLD unto the said Grantee forever, subject to the said reservation of a life estate for the joint lives of Adolphine Fletcher Terry and Mary Fletcher Drennan and for the life of the survivor, upon the following conditions and for the following uses and purposes:

1. The Grantee shall, as nearly as possible, keep and maintain the said lands in their present condition, preserving, so far as possible, the trees thereon, and maintaining the homestead thereon in its present general architectural form; provided, however, the Grantee may erect on the said lands to the rear of the homestead and so as not to detract from its appearance a building in keeping with the general architectural form of the homestead for the general uses and purposes herein expressed, including an office for The Arkansas Arts Center.

2. Grantee shall use the said property exclusively for the advancement of the cultural, artistic, or educational interests of the community. This use may include, among other purposes, the display of the lands and the buildings to the public with or without the payment of a fee therefor. If a fee is charged, however, then the proceeds therefrom shall be used first to keep and maintain the said property and then for the further uses and purposes herein expressed. The uses of the lands and buildings may also include the holding of meetings and use of office space related to the cultural, artistic, or educational life of the community.

3. In the event that the lands herein conveyed (but not including the homestead) be subject to eminent domain proceedings, at one time or from time to time, to such an extent that the yard space remaining between the homestead and any new property line established after such taking or takings be reduced to not less

then fifty per cent (50%) of such yard space existing as of the date of this grant, all awards paid for any such taking or takings shall be paid to the Grantee and shall be used exclusively for the upkeep and maintenance of the homestead. In the event that the lands herein conveyed (but not including the homestead) be subjected to such eminent domain proceedings, at one time or from time to time, to such an extent that the yard space remaining between the homestead and any new property line established after such taking or takings be reduced by more than fifty per cent (50%) of such yard space existing as of the date of this grant, or in the event of any taking of the homestead, then in either of such events, one half of all such awards paid for such taking shall be paid to the heirs of Adolphine Fletcher Terry and one half shall be paid to the heirs of Mary Fletcher Drennan, and the title to any remaining lands and homestead shall revert in an undivided one-half interest to the heirs of Adolphine Fletcher Terry and in an undivided one-half interest to the heirs of Mary Fletcher Drennan.

4. If the Grantee shall fail to comply with these conditions or uses, and in particular with the first condition above enumerated, or in the event that the homestead is destroyed by fire or other casualty to such an extent that it is impossible or impracticable to restore it to its former condition, then title to the said lands shall revert in an undivided one-half interest to the heirs of Adolphine Fletcher Terry and in an undivided one-half interest to the heirs of Mary Fletcher Drennan.

5. Failure by the reversioners, or by any of them, to take affirmative action to terminate the title of the Grantee upon any default hereunder shall not be construed as a waiver by the

reversioners to take affirmative action to terminate the title of Grantee upon any further default hereunder.

WITNESS our hands and seals on the _____ day of _____, 1964.

Adolphine Fletcher Terry

Mary Fletcher Drennan

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Adolphine Fletcher Terry, to me well known as one of the Grantors in the foregoing Deed and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this _____ day of _____, 1964.

Notary Public

My Commission will Expire:

(S E A L)

STATE OF MARYLAND
COUNTY OF _____

ss.

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day came before me the under-
signed, a Notary Public within and for the County and State aforesaid,
duly commissioned and acting, Mary Fletcher Drennan, to me well
known as one of the Grantors in the foregoing Deed and stated that
she had executed the same for the consideration and purposes therein
mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this _____
day of _____, 1964.

Notary Public

My Commission will Expire:

(S E A L)

SECTION 3. That by this resolution the Board of Directors,
for itself and the citizens of the City of Little Rock, hereby
expresses to Adolphine Fletcher Terry and Mary Fletcher Drennan
and to their respective families a deep sense of appreciation
and gratitude for their gift.

SECTION 4. This resolution shall be in full force and
effect from and after its adoption.

ADOPTED: October 5, 1964.

ATTEST: *Pauline G. Beasly*
City Clerk

APPROVED: *Byron R. Morse*
Mayor

C E R T I F I C A T E

STATE OF ARKANSAS)
COUNTY OF PULASKI) SS
CITY OF LITTLE ROCK)

I, Pauline G. Beeson, City Clerk within and for the City aforesaid, do hereby certify that the foregoing is a true and correct copy of Resolution No. 3,218 of the Resolutions of the City of Little Rock, Arkansas, entitled: "A RESOLUTION ACCEPTING THE CONVEYANCE BY ADOLPHINE FLETCHER TERRY AND MARY FLETCHER DRENNAN TO THE CITY OF LITTLE ROCK, ARKANSAS, FOR THE USE AND BENEFIT OF THE ARKANSAS ARTS CENTER AND ITS SUCCESSORS OF THOSE CERTAIN LANDS CONSTITUTING THE HOMEPLACE OF ALBERT PIKE AND LATER OF JOHN G. FLETCHER AND HIS FAMILY AND NOW POPULARLY KNOWN AS THE TERRY HOME;" adopted by the Board of Directors of said City on October 5, 1964, as the same now appears of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this 19th day of November, A. D., 1964.



Pauline G. Beeson
CITY CLERK
City of Little Rock, Arkansas

Not a valid document until signed and sealed by the official designated in the certificate.

Not a valid document until signed and sealed by the official designated in the certificate.

NO. 70589 FILED FOR RECORD December 23, 1964
AT 11:18 A.M., AND RECORDED December 28, 1964
(SEAL) ROGER McNAIR, CIRCUIT CLERK.

EXHIBIT 5

SURRENDER OF LIFE ESTATE

WHEREAS, by Deed dated August 19, 1964 of record in Pulaski County, Arkansas Deed Record Book 901 at page 257, my sister Adolphine Fletcher Terry and I, as Grantors, conveyed the lands hereinafter described to the City of Little Rock, Arkansas, as Grantee, for the use and benefit of The Arkansas Arts Center created under the provisions of Ordinance No. 11,111 of the Ordinances of the City of Little Rock, Arkansas, passed and approved on the 6th day of September, 1960, but subject to the reservation of a life estate for the joint lives of Adolphine Fletcher Terry and Mary Fletcher Drennan and for the life of the survivor; and

WHEREAS, my sister Adolphine Fletcher Terry died July 25, 1976, see Pulaski County, Arkansas, Probate No. 61074, and accordingly her life estate has terminated; and

WHEREAS, I have determined that there is no need for me to continue to reserve my life estate in said lands in that I will never be moving back to Little Rock, Arkansas, from my home at Verdant Valley Farm, Monkton, Maryland, on a permanent basis and that it will be to the best interests of all concerned that my life estate be terminated and released unto Grantee;

NOW, THEREFORE, I, Mary Fletcher Drennan, for value received do hereby surrender unto the City of Little Rock, Arkansas, Grantor for the use and benefit of the said The Arkansas Arts Center, and its successors, the life estate reserved by me as Grantor in said Deed dated August 19, 1964 in and to the following lands lying in the County of Pulaski and State of Arkansas, to-wit:

Block Sixty-One (61), Original City of Little Rock;

provided, however, this surrender of my life estate shall not modify or otherwise affect the reversionary rights reserved in the said Deed dated August 19, 1964.

WITNESS my hand and seal on this 22 day of April, 1977.

Mary Fletcher Drennan
MARY FLETCHER DRENNAN

PENGAD 800-631-6888
EXHIBIT
5

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF PULASKI)

BE IT REMEMBERED that on this day came before me, a Notary Public within and for the County and State aforesaid, duly commissioned, qualified and acting, MARY FLETCHER DRENNAN, to me well known as the Grantor in the foregoing Surrender of Life Estate and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 22nd day of April, 1977.

Betty J. Callum
NOTARY PUBLIC

My Commission expires:

August 1, 1978

This instrument prepared by
William L. Terry
FRIDAY, ELDREDGE & CLARK
The First National Building, Twentieth
Little Rock, Arkansas 72201

EXHIBIT 6

RESOLUTION NO 5,726

A RESOLUTION ACCEPTING A "SURRENDER OF LIFE ESTATE" EXECUTED BY MARY FLETCHER DRENNAN FOR THE PIKE-FLETCHER-TERRY HOME: AND FOR OTHER PURPOSES

WHEREAS, by Deed dated August 19, 1964 Adolphine Fletcher Terry and Mary Fletcher Drennan conveyed Block Sixty-one (61), Original City of Little Rock, to the City of Little Rock, Arkansas for the use and benefit of The Arkansas Arts Center, subject to the reservation of a life estate for the joint lives of Adolphine Fletcher Terry and Mary Fletcher Drennan; and

WHEREAS, Adolphine Fletcher Terry died July 25, 1976, thus terminating her life estate and Mary Fletcher Drennan now desires to surrender her life estate, such surrender not to modify or otherwise affect the reversionary rights reserved in the said Deed dated August 19, 1964.

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

SECTION 1. The Board of Directors of the City of Little Rock hereby accepts the "Surrender of Life Estate" executed by Mary Fletcher Drennan to Block Sixty-one (61), Original City of Little Rock, Arkansas, more familiarly known as the Pike-Fletcher-Terry home, for the use and benefit of the Arkansas Arts Center, all as provided for by Deed executed by Adolphine Fletcher Terry and Mary Fletcher Drennan dated August 19, 1964.

SECTION 2. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED: June 7, 1977

ATTEST: JANE CZECH
City Clerk

APPROVED: DONALD MEHLBURGER
Mayor



EXHIBIT 7



PENGAD 800-631-6589
EXHIBIT
7

EXHIBIT 8



PENGAD 800-631-6389

EXHIBIT

8

EXHIBIT 9



EXHIBIT
9
PENGAD 800-631-6989

EXHIBIT 10



PENGAD 800-631-6983
EXHIBIT
10

EXHIBIT 11



PENGAD 800-861-6988
EXHIBIT
11

EXHIBIT 12

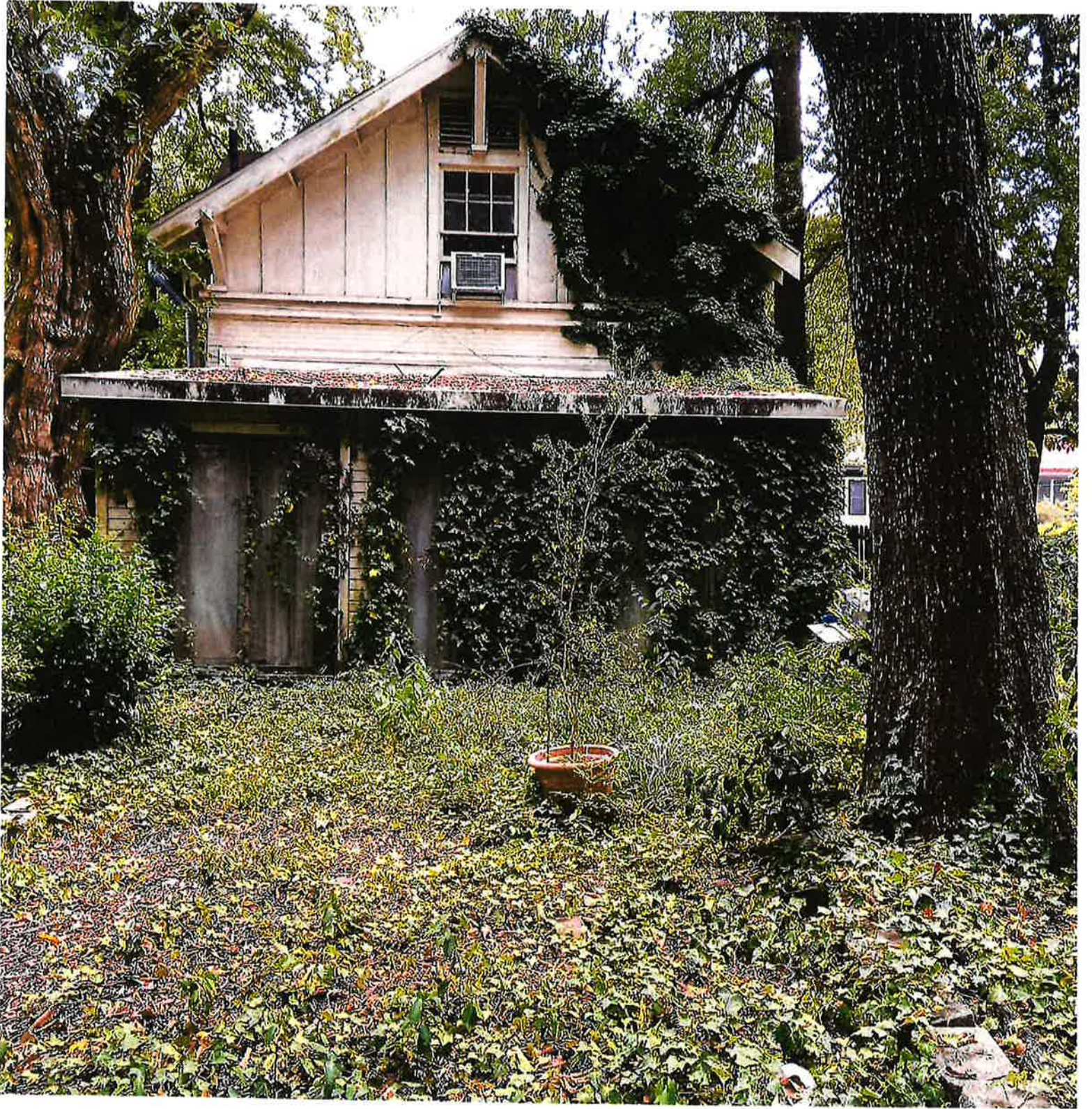


EXHIBIT 13



FENGAD 800-631-6586
EXHIBIT
13

EXHIBIT 14



NO
LEFT
TURN
25

PERICAD 800-631-9888
EXHIBIT
14

ELECTRONICALLY FILED
Pulaski County Circuit Court
Terri Hollingsworth, Circuit/County Clerk
2021-Oct-20 11:50:22
60CV-21-6690
C06D12 : 4 Pages

EXHIBIT 15

Pre-Design Cost Estimate Rehabilitation of the Terry Mansion

Little Rock, Arkansas

JAMESON Architects PA

9/29/2017

SITE WORK

Description	Unit	Unit Cost	Quantity	Totals
Paint Iron Fencing	LF	\$20	750	\$15,000
Misc. Repairs/Painting @ Well House		\$2,000	1	\$2,000
Irrigation Repairs	LS	\$2,000	1	\$2,000
Tree trimming	LS	\$5,000	1	\$5,000
Trim, cut back vegetation	LS	\$2,000	1	\$2,000
New Landscaping/ repairs	LS	\$10,000	1	\$10,000
Clean, rod and flush below grade drains	LS	\$1,500	1	\$1,500
Total Site Cost				\$37,500

\$37,500

EXTERIOR WORK

Description	Units	Unit Cost	# Units	Totals
Clean, prep and Misc. Tuckpointing	ls	\$5.00	7,056	\$35,280
Rebuild NW Chimney complete	ls	\$10,000.00	1	\$10,000
Tuckpoint/repair 4 chimneys	ls	\$1,500.00	4	\$6,000
Repair equipment screen	ls	\$2,000.00	1	\$2,000
Carpentry Repairs				
lattice porch, porch flooring	ls	\$10.00	104	\$1,040
shutter repair, paint	ea	\$250.00	52	\$13,000
selective porch fl repair		\$4,000.00	1	\$4,000
carpentry repairs at 2nd floor porch rm		\$4,000.00	1	\$4,000
miscellaneous soffit/fascia		\$5,000.00	1	\$5,000
misc window and door repairs		\$5,000.00	1	\$5,000
Selective Demo and Repairs at Conservatory				
Remove glazing	sf	\$3.00	364	\$1,092
Repair framing, windows, and trim	LS	\$5,000.00	1	\$5,000
Paint	sf	\$10.00	364	\$3,640
New acrylic "shingle" roof	sf	\$30.00	364	\$10,920
New flagstone floor	sf	\$15.00	364	\$5,460
Roofing				
Misc shingle repairs	LS	\$2,000.00	1	\$2,000
Gutter repairs	LF	\$15.00	267	\$4,005
Membrane roofing tune up	sf	\$5.00	1,604	\$8,020
Misc hang on gutter/ds repairs	LS	\$1,000.00	1	\$1,000
Roof repair/fan removal at kitchen porch	LS	\$1,000.00	2	\$2,000



Remove/repair/reinstall storm windows	ea	\$100.00	133	\$13,300
Storm window glazing replace @ sunroom		\$100.00	31	\$3,100
Exterior Painting	LS	\$40,000.00	1	\$40,000
Total Exterior Cost				\$184,857
		Cost/sf	\$ 27.44	
INTERIOR WORK				
Elevator Upgrades	LS	\$65,000.00	1	\$65,000
Elevator Interior Upgrades	LS	\$10,000.00	1	\$10,000
Interior - First Floor				
Kitchen and Toilet - for ADA Compliant Restrooms				
Selective Demolition - Kitchen	sf	\$10.00	324	\$3,240
Remove, clean and reinstall blinds	ea	\$100.00	3	\$300
Kitchen/Bath New Construction/Finishes	ea	\$40.00	324	\$12,960
Kitchen Millwork	lf	\$300.00	38	\$11,400
Kitchen Equipment	ea	\$20,000.00	1	\$20,000
Dining Room/Porch Room				
Interior Finishes	sf	\$15.00	656	\$9,840
Drapes in Dining Room	ea	\$3,000.00	4	\$12,000
Remove, clean and reinstall blinds	ea	\$100.00	15	\$1,500
Hall and Exhibit Spaces				
New Finishes	sf	\$15.00	2,472	\$37,080
Remove, clean and reinstall blinds	ea	\$100.00	5	\$500
Interior - 2nd Floor				
2nd Floor Exhibit/Office Spaces				
Selective Demolition - glass room	LS	\$2,000.00	1	\$2,000
New Finishes	sf	\$15.00	1,160	\$17,400
Remove, clean and reinstall blinds	ea	\$100.00	11	\$1,100
Costume Shop / Offices/ Stair/toilets				
New Finishes		\$10.00	2,638	\$26,380
Misc Alterations		\$4,000.00	1	\$4,000
Remove, clean and reinstall blinds		\$100.00	12	\$1,200
Total Interior Cost				\$235,900
		Cost/sf	\$ 35.02	

\$184,857

1984

--optional to upgrade
- safety

\$235,900

MECHANICAL/ELECTRICAL/PLUMBING				
Replace/relocate exhaust fans	sf	\$2,000.00	3	\$6,000
Mechanical (2nd Floor	ton	\$5,000.00	7	\$36,500
Clean ex equip, duct, repl grilles	LS	\$25,000.00	1	\$25,000
Repair existing equipment and controls	LS	\$20,000.00	1	\$20,000
Electrical (1st floor galleries)	sf	\$8.50	1,788	\$15,198
Electrical (Kitchen Bath Remodel		\$15.00	324	\$4,860
Electrical (minor areas)	sf	\$6.00	2,984	\$17,904
Electrical (2nd floor Exhibit/Offices		\$8.50	1,640	\$13,940
Fire Supression (add head @ skylight)	ea	\$1,000.00	1	\$1,000
Fire Alarm/Security	LS	\$500.00	1	\$500
Plumbing Misc Repairs		\$2,000.00	1	\$2,000
Plumbing new fixtures	ea	\$2,500.00	5	\$12,500
Total M/E/P Cost				\$155,402
				\$155,402
		Cost/sf	\$23.07	

RECAP	
Sub Total Construction Cost	\$613,659
General Conditions & Gen. Contractor's OH&P @ 20%	\$122,732
Total Construction Cost	\$736,391
Area Calculation: 6736	Cost/sf \$ 102.64
	Estimated A/E Fee \$70,275
	Grand Total \$806,666

Carriage House				
Description	Unit	Unit Cost	Quantity	Totals
Finishes	sf	\$15	2,012	\$30,180
New HVAC	sf	\$10	2,012	\$20,120
Electrical	sf	\$5	2,012	\$10,060
Exterior Painting	LS	\$10,000	1	\$10,000
Total Site Cost				\$70,360
				\$70,360
		Cost/sf	\$34.97	

~~\$ 877,026~~

EXHIBIT 16

Pre-Design Cost Analysis Update Rehabilitation of the Terry Mansion

For the City Little Rock, Arkansas
JAMESON Architects PA

6/24/2021

SITE WORK

Description	Unit	Unit Cost	Quantity	Totals
Prep and Paint Iron Fencing	LF	\$25	750	\$18,750
Misc. Repairs/Painting @ Well House	LS	\$2,500	1	\$2,500
Irrigation Repairs	LS	\$2,500	1	\$2,500
Tree trimming	LS	\$6,000	1	\$6,000
Trim, cut back vegetation	LS	\$3,000	1	\$3,000
New Landscaping/ repairs	Allow	\$10,000	1	\$10,000
Clean, flush, repair below grade drains	LS	\$3,000	1	\$3,000
Total Site Cost				\$45,750

\$45,750

EXTERIOR WORK

Description	Units	Unit Cost	# Units	Totals
Clean, prep and Misc. Tuckpointing	LS	\$6.00	7,056	\$42,336
Rebuild NW Chimney complete	LS	\$12,000.00	1	\$12,000
Tuckpoint/repair 4 chimneys	LS	\$1,500.00	4	\$6,000
Repair equipment screen	LS	\$3,750.00	1	\$3,750
Exterior Carpentry Repairs				
lattice porch, porch flooring	LS	\$15.00	104	\$1,560
shutter repair, paint	ea	\$250.00	52	\$13,000
selective porch fl repair	LS	\$4,000.00	1	\$4,000
carpentry repairs at 2nd floor porch rm	LS	\$4,000.00	1	\$4,000
miscellaneous soffit/fascia	LS	\$6,250.00	1	\$6,250
misc window and door repairs	LS	\$6,000.00	1	\$6,000
Remove existing and install new storm wind.	ea	\$450.00	58	\$26,100
Exterior Painting	LS	\$40,000.00	1	\$40,000
Selective Demo and Repairs at Conservatory				
Remove glazing	sf	\$5.00	364	\$1,820
Repair framing, windows, and trim	LS	\$8,000.00	1	\$8,000
Painting	sf	\$15.00	364	\$5,460
New acrylic "shingle" roof & accessories	sf	\$50.00	364	\$18,200
New stone floor on conc slab	sf	\$25.00	364	\$9,100
Roofing				
Misc shingle repairs	LS	\$2,000.00	1	\$2,000
Gutter repairs	LF	\$15.00	267	\$4,005
Membrane roofing repairs	sf	\$5.00	1,604	\$8,020
Misc hang on gutter/downspout repairs	LS	\$2,000.00	1	\$2,000



Roof repair/fan removal at kitchen porch	LS	\$1,500.00	1	\$1,500
Total Exterior Cost				\$225,101

\$225,101

INTERIOR WORK

Description	Units	Unit Cost	# Units	Totals
Elevator Upgrades	LS	\$73,000.00	1	\$73,000
Elevator Interior Upgrades	LS	\$15,000.00	1	\$15,000
Interior - First Floor				
Kitchen and Toilet				
Selective Demolition - Kitchen	sf	\$10.00	324	\$3,240
New Blinds	ea	\$250.00	3	\$750
Kitchen/Bath New Construction/Finishes	sf	\$40.00	324	\$12,960
Kitchen Millwork	lf	\$400.00	38	\$15,200
Kitchen Equipment	LS	\$30,000.00	1	\$30,000
Dining Room/Porch Room				
Interior Finishes	sf	\$20.00	656	\$13,120
Drapes in Dining Room	ea	\$4,000.00	4	\$16,000
New Blinds	ea	\$250.00	15	\$3,750
Exhibit Spaces				
New Finishes	sf	\$20.00	2,472	\$49,440
New Blinds	ea	\$250.00	5	\$1,250
Interior - 2nd Floor				
2nd Floor Exhibit/Office Spaces				
Selective Demolition - glass room	LS	\$2,000.00	1	\$2,000
New Finishes	sf	\$20.00	1,160	\$23,200
New Blinds	ea	\$250.00	11	\$2,750
Costume Shop / Offices/ Stair/toilets				
New Finishes	sf	\$15.00	2,638	\$39,570
Misc Alterations	LS	\$4,000.00	1	\$4,000
New Blinds	ea	\$250.00	12	\$3,000
Total Interior Cost				\$308,230

\$308,230

MECHANICAL/ELECTRICAL/PLUMBING

Description	Units	Unit Cost	# Units	Totals
Replace exhaust fans	ea	\$2,000.00	3	\$6,000
New 2nd Floor Units (for humidity control)	ton	\$5,500.00	7	\$40,150
Clean ex equip, duct, repl grilles	LS	\$25,000.00	1	\$25,000
Repair existing equipment and controls	LS	\$20,000.00	1	\$20,000
Electrical (1st floor galleries)	sf	\$15.00	1,788	\$26,820
Electrical (Kitchen Bath Remodel)	sf	\$20.00	324	\$6,480
Electrical (minor areas)	sf	\$5.00	2,984	\$14,920
Electrical (2nd floor Exhibit/Offices)	sf	\$15.00	1,640	\$24,600
Fire Supression (add head @ skylight)	ea	\$1,500.00	1	\$1,500
Fire Alarm/Security	LS	\$1,000.00	1	\$1,000
Plumbing Misc Repairs	LS	\$4,000.00	1	\$4,000
Plumbing new fixtures	ea	\$3,500.00	5	\$17,500
Total M/E/P Cost				\$187,970

\$187,970

Sub Total Construction Cost

\$767,051

General Conditions & Gen. Contractor's OH&P @ 20%

\$153,410

Total Construction Cost

\$920,461

Area Calculation: 6736 Cost/sf \$ 128.50

Estimated A/E Fee \$84,540

Total, Terry House and Site \$1,005,002

Carriage House

Description	Unit	Unit Cost	Quantity	Totals
Vegetation Removal	ls	\$2,500.00	1	\$2,500
Interior finishes and repairs	sf	\$20	2,012	\$40,240
New HVAC	sf	\$15	2,012	\$30,180
Electrical	sf	\$5	2,012	\$10,060
Plumbing Repairs	LS	\$2,000	1	\$2,000
Exterior Painting	LS	\$12,000	1	\$12,000
Subtotal Construction Cost				\$96,980
General Conditions & Gen. Contractor's OH&P @ 20%				\$19,396
Total Construction Cost				\$116,376

\$116,376

Cost/sf \$ 57.84

Estimated A/E Fee \$9,486

Total, Carriage House \$125,862

Grand Total \$1,130,863

ELECTRONICALLY FILED
Pulaski County Circuit Court
Terri Hollingsworth, Circuit/County Clerk
2021-Oct-20 11:50:22
60CV-21-6690
C06D12 : 7 Pages

EXHIBIT 17

Jim Andrews

From: Stacy Hurst
Sent: Monday, April 12, 2021 3:33 PM
To: Jim Andrews
Subject: FW: Terry Mansion, Update
Attachments: 23-5268-20 Terry House Tree Removal.pdf; 23-5269-20 Terry House Replacing Asphalt Shingles.pdf



STACY HURST
SECRETARY
STATE HISTORIC PRESERVATION OFFICER

Arkansas Department of Parks, Heritage and Tourism
1100 North Street
Little Rock, AR 72201
stacy.hurst@arkansas.gov
p: 501.324.9155 | f: 501.324.9575

ARKANSAS.GOV

From: Victoria Ramirez <vramirez@arkansasartscenter.org>
Sent: Tuesday, May 19, 2020 1:36 PM
To: Stacy Hurst <Stacy.Hurst@arkansas.gov>
Cc: Warren Stephens <wastephens@stephens.com>; mdyke10@dykeind.com
Subject: Terry Mansion, Update

Good Afternoon, Stacy.

Thank you again for your support of the AAC construction project. More to come.

As a follow-up to our conversation a few months back on the Terry Mansion, Nabholz reviewed the structure and surroundings and found two pressing needs: tree removal (\$5,890) and replacing the asphalt shingles (\$28,433). Quotes attached.

For habitation, the list is longer and includes:

- 1) Façade Damage due to lack of maintenance & care as well as water damage – gutters, soffits, facia, window seals & siding have to be addressed
- 2) Shore up the chimney stacks – Each are leaning
- 3) Interior wall repairs due to water damage
- 4) Electrical upgrade to the kitchen and key areas to meet current codes



- 5) HVAC Equipment replacement: chiller and boiler, end of life; air handler 1 & 3, end of life; air handler #2, 4 & 5 are in decent shape. And the building automation system is less than 18 months old. AAC installed controls to remotely operate and extend the life of the equipment
- 6) Kitchen "Make-over" – Its nonfunctional other than a work surface for a caterer; only one commercial fridge worth salvaging
- 7) Update lighting & controls. – Controls are from the early 80s & the lights are no longer manufactured.
- 8) Cosmetic Updates & Repairs on the 2nd floor

There are no structural issues or problems with plumbing.

I am not certain of next steps, or when the timing might be right to move ahead. Please let me know if there's anything else we might provide.

Thank you,
Victoria

Dr. Victoria Ramirez

Executive Director

Arkansas Arts Center | 501 East 9th Street, Little Rock, AR 72202

(o) 501.396.0330 (c) 501.590.9792 | VRamirez@arkansasartscenter.org



Proposal Number: 23-5268-20

Revision: 1

Lump Sum Proposal / Agreement

Proposal For:

Erik Swindle

Ark. Arts Center

Phone: 501-396-0315

E-mail: eswindle@arkansasartscenter.org

Project Information:

Project Title: Tree Removal

Location: Little Rock, AR

Proposal Number: 23-5268-20

Revision: 1

Proposal Date: 04/01/2020

Nabholz Construction Services ("Nabholz") is pleased to submit this Lump Sum Proposal/Agreement (inclusive of the General Terms and Conditions attached hereto) ("Agreement") for the above referenced project. This pricing is valid for 30 day(s). If acceptable, please sign where indicated, date and fax (or return) a copy to Nabholz. Thank you for the opportunity to be of service. The pricing and terms of the Agreement are confidential.

SCOPE OF WORK is based on our site visit and as clarified below. Nabholz shall furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work:

1. Remove and haul off (1) large leaning pecan tree.
2. Remove and haul off (1) large crepe myrtle.
3. Remove and dispose of (1) holly tree.
4. Trim 2 hackberry trees.
5. Trim top of holly tree.
6. Remove and haul off (1) walnut tree.
7. Trim large oak tree to eliminate hanging over the roof.
8. Trim Saucer magnolia and haul any remaining trimmed pieces offsite.

EXCLUSIONS from the scope of work in this proposal are as follows:

1. Any City, State or Federal permits or approvals
2. Any delays or additional cost due to hidden obstructions
3. Any modifications or repairs to service or utilities unless above noted
4. Any design, engineering, or architectural work unless above stated
5. Any hazardous material handling, disposal, or testing
6. Any surface modifications or protection to withstand equipment needed to perform scope unless above noted
7. Altering any utilities.

SCHEDULE for the above scope of work ("Work"), is based on Nabholz Normal Working Hours and Work Days, and shall not exceed 4 work days from the project start date. Unless otherwise agreed, Normal Working Hours and Work Days are defined as Monday through Friday, 8 a.m. – 4 p.m. Upon receipt of your written acceptance of this proposal and receipt of applicable permits and governmental approvals, up to 5 work days shall be required as lead time prior to the project start date. If Nabholz is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee, or separate contractor or designer employed by the Owner; or by changes ordered in the Work, or by labor disputes, fire, weather, access to work areas, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of Nabholz; or by delay authorized by the Owner; or by other causes which may justify delay in the Owner's reasonable discretion, then the Schedule shall be extended and additional general conditions costs resulting from the delay shall be paid by Owner.

PAYMENT TERMS for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Nabholz with payments due in full no later than 30 day(s) from the invoice date.

801 Fiber Optic Drive North Little Rock, AR 72117 | Phone: 501-217-5502 | Fax: 501-455-4599 | <http://www.nabholz.com>

Page 1

**Ark. Arts Center
Erik Swindle**

**Proposal Number: 23-5268-20
Revision: 1**

LUMP SUM PRICE OF THIS PROPOSAL

\$5,890.00

Ark. Arts Center
Erik Swindle

Proposal Number: 23-5268-20

Revision: 1

LUMP SUM PROPOSAL/AGREEMENT GENERAL TERMS AND CONDITIONS

Agreement For:
Ark. Arts Center

Project Information:
Project Title: Tree Removal

Contract Documents: Upon execution of this Agreement by the Owner or commencement of Work, whichever occurs first, this Lump Sum Proposal/Agreement ("Agreement"), shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: Shall be per the Contract Documents and shall constitute the "Work". Nabholz shall exercise the degree of care, skill and diligence in the performance of the Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Standard of Care"). Nabholz shall have responsibility and control over the performance of the Work, including construction methods, techniques, manner and sequences for coordinating and completing the various portions of the Work. Nabholz' Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Nabholz under this Agreement does not and shall not be construed to approve, represent or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided. Owner expressly warrants that any plans, drawings, specifications, surveys, soil test and reports, and hazardous material studies furnished by the Owner are true, correct and complete; and Nabholz is entitled to rely upon the adequacy, accuracy and completeness of such documents

Payment: Owner agrees to pay Nabholz for the performance of the Work, subject to additive or deductive modifications requested by the Owner. Payments are due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the rate of six percent (6%) per annum. Final Payment shall be due when the Work is completed and final invoice is submitted.

IMPORTANT NOTICE TO OWNER

IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE NAMED PROVIDER OF LABOR, SERVICES, OR MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE NAMED PROVIDER AND CONTRACTOR JOINTLY.

Insurance: Nabholz shall maintain insurance for Workers' Compensation, Builders Risk, Employer's Liability, Comprehensive Automobile Liability, and Comprehensive or Commercial General Liability on an occurrence basis.

Disputes: If a dispute arises out of or relates to this Agreement, including the breach thereof, the parties shall first attempt to settle the dispute through direct discussions, then by mediation as a condition precedent to binding arbitration. Unless parties mutually agree otherwise, mediation shall be conducted in accordance with the current Construction Mediation Rules of the American Arbitration Association (AAA). Disputes not resolved by discussion or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The arbitration shall be held in the county and state in which the Project is located unless otherwise agreed in writing.

Termination: Owner and Nabholz may terminate this Agreement only in the event of a material breach and only after providing ten (10) calendar days prior written notice to the address stated herein (i) delivered by facsimile or electronic mail, provided sender can provide evidence of successful transmission and that such day is a business day, or (ii) by registered or certified U.S. Mail, return receipt requested. In the event either party fails to cure, or fails to diligently commence to cure an alleged material default to the reasonable satisfaction of the non-defaulting party within ten (10) calendar days of receipt of such written notice, the non-defaulting party may terminate this Agreement.

Exclusion of Warranties: NABHOLZ MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL IMPLIED COVENANTS ARE HEREBY WAIVED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: This Agreement is severable, and any part deemed unenforceable shall not render the remaining part unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. In the event of an Owner-related or third party union-related dispute or activities on or near the Project, not directly involving Nabholz or its Subcontractors, affecting the schedule or cost of the Project, Owner shall agree to an equitable adjustment of the schedule and cost by Change Order and take all appropriate actions to assure the Work is not disrupted. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only

801 Fiber Optic Drive North Little Rock, AR 72117 | Phone: 501-217-5502 | Fax: 501-455-4599 | <http://www.nabholz.com>

Page 3

Ark. Arts Center
Erik Swindle

Proposal Number: 23-5268-20

Revision: 1

be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreement are acceptable. As proof of such Agreement, Owner is hereby notified of Nabholz's objection to any terms inconsistent herewith and to any additional terms proposed by Owner in accepting or acknowledging this Proposal/Agreement or otherwise and such terms shall not become a part of this Agreement unless accepted in writing by Nabholz. Neither Nabholz's subsequent lack of objection to any such terms, nor the beginning of Work shall constitute or be deemed an agreement by Nabholz to any such terms. Nabholz will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Nabholz excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for the after hour work, shift work, weekend or holiday work.

EEO: Nabholz complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability, genetic information, sexual orientation, gender identity, veteran status, or any other characteristic protected by law.

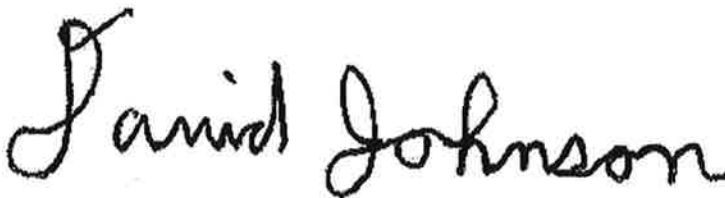
Additional Work: Unless otherwise provided in writing between the parties, any additional work requested directed by Owner or its representative(s) shall be governed by the General Terms and Conditions of this Agreement.

Confidential & Competitive Information: Owner acknowledges that certain information provided to it by Nabholz contains information deemed trade secret, proprietary or otherwise confidential. Such information includes but is not limited to Nabholz' research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, and financial data of Nabholz, its related companies, for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Recipient acknowledges the value of such information to Nabholz, and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or Recipient's parent, subsidiary or affiliated companies, or Recipient's auditors or lenders to the extent such disclosure is necessary). The Recipient agrees it shall not use the information provided in this proposal, in whole or part, for any purpose other than to evaluate the proposal, except that if a contract is awarded to Nabholz as a result of or in connection with the submission of the proposal, Recipient may use the information to the extent provided and consistent with the terms and conditions stated in the contract.

Governing Law: This Proposal/Agreement shall be construed, and its performance governed, by the laws of the state in which the Work is performed.

Respectfully Submitted:

Accepted by Owner:



Name/Title: _____

Signature Date: _____

Proposed Project Start Date: _____

David Johnson
Nabholz Construction Services

ELECTRONICALLY FILED
Pulaski County Circuit Court
Terri Hollingsworth, Circuit/County Clerk
2021-Oct-20 11:50:22
60CV-21-6690
C06D12 : 5 Pages

EXHIBIT 18



Proposal Number: 23-5269-20

Revision: 2

Lump Sum Proposal / Agreement

Proposal For:

Erik Swindle

Ark. Arts Center

Phone: 501-396-0315

E-mail: eswindle@arkansasartscenter.org

Project Information:

Project Title: Replacing Asphalt Shingles

Location: Little Rock, AR

Proposal Number: 23-5269-20

Revision: 2

Proposal Date: 04/01/2020

Nabholz Construction Services ("Nabholz") is pleased to submit this Lump Sum Proposal/Agreement (inclusive of the General Terms and Conditions attached hereto) ("Agreement") for the above referenced project. This pricing is valid for 30 day(s). If acceptable, please sign where indicated, date and fax (or return) a copy to Nabholz. Thank you for the opportunity to be of service. The pricing and terms of the Agreement are confidential.

SCOPE OF WORK is based on our site visit and as clarified below. Nabholz shall furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work:

Replacing Asphalt Shingles \$26,855.35

1. Remove existing three tab shingles and haul offsite.
2. Replace roof with new felt and new 3 tab shingles.
3. Remove and replace copper valley metal and flashing.
4. Proposal includes ridge cap and starter shingles.

Replace Roof on Gazebo \$1,578.53

1. Remove and replace 3 tab shingles on gazebo to match main structure.

EXCLUSIONS from the scope of work in this proposal are as follows:

1. Any City, State or Federal permits or approvals
2. Any delays or additional cost due to hidden obstructions
3. Any modifications or repairs to service or utilities unless above noted
4. Any design, engineering, or architectural work unless above stated
5. Any hazardous material handling, disposal, or testing
6. Any surface modifications or protection to withstand equipment needed to perform scope unless above noted
7. Replacing or sealing windows.
8. Replacing or altering gutters.
9. Repairs or sealing of chimneys.

SCHEDULE for the above scope of work ("Work"), is based on Nabholz Normal Working Hours and Work Days, and shall not exceed 5 work days from the project start date. Unless otherwise agreed, Normal Working Hours and Work Days are defined as Monday through Friday, 8 a.m. – 4 p.m. Upon receipt of your written acceptance of this proposal and receipt of applicable permits and governmental approvals, up to 10 work days shall be required as lead time prior to the project start date. If Nabholz is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee, or separate contractor or designer employed by the Owner; or by changes ordered in the Work, or by labor disputes, fire, weather, access to work areas, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of Nabholz; or by delay authorized by the Owner; or by other causes which may justify delay in the Owner's reasonable discretion, then the Schedule shall be extended and additional general conditions costs resulting from the delay shall be paid by Owner.

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**Ark. Arts Center
Erik Swindle**

**Proposal Number: 23-5269-20
Revision: 2**

PAYMENT TERMS for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Nabholz with payments due in full no later than 30 day(s) from the invoice date.

LUMP SUM PRICE OF THIS PROPOSAL

\$28,433.88

Ark. Arts Center
Erik Swindle

Proposal Number: 23-5269-20
Revision: 2

LUMP SUM PROPOSAL/AGREEMENT GENERAL TERMS AND CONDITIONS

Agreement For:
Ark. Arts Center

Project Information:
Project Title: Replacing Asphalt Shingles

Contract Documents: Upon execution of this Agreement by the Owner or commencement of Work, whichever occurs first, this Lump Sum Proposal/Agreement ("Agreement"), shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: Shall be per the Contract Documents and shall constitute the "Work". Nabholz shall exercise the degree of care, skill and diligence in the performance of the Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Standard of Care"). Nabholz shall have responsibility and control over the performance of the Work, including construction methods, techniques, manner and sequences for coordinating and completing the various portions of the Work. Nabholz' Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Nabholz under this Agreement does not and shall not be construed to approve, represent or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided. Owner expressly warrants that any plans, drawings, specifications, surveys, soil test and reports, and hazardous material studies furnished by the Owner are true, correct and complete; and Nabholz is entitled to rely upon the adequacy, accuracy and completeness of such documents

Payment: Owner agrees to pay Nabholz for the performance of the Work, subject to additive or deductive modifications requested by the Owner. Payments are due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the rate of six percent (6%) per annum. Final Payment shall be due when the Work is completed and final invoice is submitted.

IMPORTANT NOTICE TO OWNER

IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE NAMED PROVIDER OF LABOR, SERVICES, OR MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE NAMED PROVIDER AND CONTRACTOR JOINTLY.

Insurance: Nabholz shall maintain insurance for Workers' Compensation, Builders Risk, Employer's Liability, Comprehensive Automobile Liability, and Comprehensive or Commercial General Liability on an occurrence basis.

Disputes: If a dispute arises out of or relates to this Agreement, including the breach thereof, the parties shall first attempt to settle the dispute through direct discussions, then by mediation as a condition precedent to binding arbitration. Unless parties mutually agree otherwise, mediation shall be conducted in accordance with the current Construction Mediation Rules of the American Arbitration Association (AAA). Disputes not resolved by discussion or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The arbitration shall be held in the county and state in which the Project is located unless otherwise agreed in writing.

Termination: Owner and Nabholz may terminate this Agreement only in the event of a material breach and only after providing ten (10) calendar days prior written notice to the address stated herein (i) delivered by facsimile or electronic mail, provided sender can provide evidence of successful transmission and that such day is a business day, or (ii) by registered or certified U.S. Mail, return receipt requested. In the event either party fails to cure, or fails to diligently commence to cure an alleged material default to the reasonable satisfaction of the non-defaulting party within ten (10) calendar days of receipt of such written notice, the non-defaulting party may terminate this Agreement.

Exclusion of Warranties: NABHOLZ MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL IMPLIED COVENANTS ARE HEREBY WAIVED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: This Agreement is severable, and any part deemed unenforceable shall not render the remaining part unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. In the event of an Owner-related or third party union-related dispute or activities on or near the Project, not directly involving Nabholz or its Subcontractors, affecting the schedule or cost of the Project, Owner shall agree to an equitable adjustment of the schedule and cost by Change Order and take all appropriate actions to assure the Work is not disrupted. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only

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be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreement are acceptable. As proof of such Agreement, Owner is hereby notified of Nabholz's objection to any terms inconsistent herewith and to any additional terms proposed by Owner in accepting or acknowledging this Proposal/Agreement or otherwise and such terms shall not become a part of this Agreement unless accepted in writing by Nabholz. Neither Nabholz's subsequent lack of objection to any such terms, nor the beginning of Work shall constitute or be deemed an agreement by Nabholz to any such terms. Nabholz will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Nabholz excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for the after hour work, shift work, weekend or holiday work.

EEO: Nabholz complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability, genetic information, sexual orientation, gender identity, veteran status, or any other characteristic protected by law.

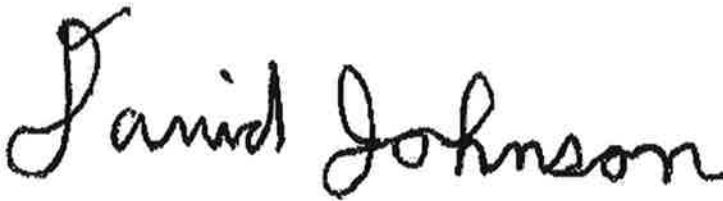
Additional Work: Unless otherwise provided in writing between the parties, any additional work requested directed by Owner or its representative(s) shall be governed by the General Terms and Conditions of this Agreement.

Confidential & Competitive Information: Owner acknowledges that certain information provided to it by Nabholz contains information deemed trade secret, proprietary or otherwise confidential. Such information includes but is not limited to Nabholz' research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, and financial data of Nabholz, its related companies, for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Recipient acknowledges the value of such information to Nabholz, and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or Recipient's parent, subsidiary or affiliated companies, or Recipient's auditors or lenders to the extent such disclosure is necessary). The Recipient agrees it shall not use the information provided in this proposal, in whole or part, for any purpose other than to evaluate the proposal, except that if a contract is awarded to Nabholz as a result of or in connection with the submission of the proposal, Recipient may use the information to the extent provided and consistent with the terms and conditions stated in the contract.

Governing Law: This Proposal/Agreement shall be construed, and its performance governed, by the laws of the state in which the Work is performed.

Respectfully Submitted:

Accepted by Owner:



Name/Title: _____

Signature Date: _____

Proposed Project Start Date: _____

David Johnson
Nabholz Construction Services