

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities
Division

Utilities
Department

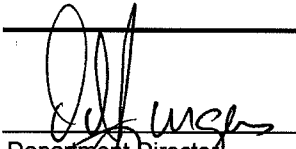
Action Required:

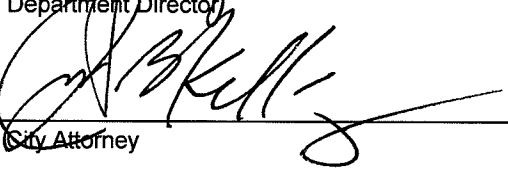
Approval of a resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Highway 16 East at the West Fork of the White River Bridge, for the Arkansas Highway and Transportation Department (AHTD) bridge replacement project. The properties are owned by the individuals and/or organizations listed on the attached pages. The total potential cost is estimated at \$19,000.

| | | |
|----------------------|---------------------------|---------------------------------------|
| \$ 19,000 | \$ 888,395 | Hwy16 White River Bridge W/S Relocate |
| Cost of this request | Category / Project Budget | Program Category / Project Name |
| 5400.5600.5810.00 | \$ 82,694 | Land Acquisition |
| Account Number | Funds Used to Date | Program / Project Category Name |
| 11012-1201 | \$ 805,701 | Water and Sewer |
| Project Number | Remaining Balance | Fund Name |

Budgeted Item XX

Budget Adjustment Attached


Department Director 11 Jun 13 Date Previous Ordinance or Resolution # _____


City Attorney 6-12-13 Date Original Contract Date: _____
Original Contract Number: _____

Paul A. Bush
Finance and Internal Services Director 6-12-2013 Date

Jim Man
Chief of Staff 6-12-13 Date

David J. ...
Mayor 6/12/13 Date

Received in City 06-11-13 P03:23 RCVD
Clerk's Office WSP

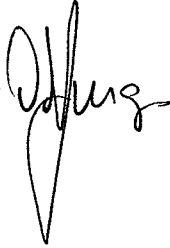
Received in Mayor's Office
ENTERED
6/12/13 BOP

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
 Water/Sewer Committee



Date: June 11, 2013

Subject: Hwy. 16 Bridge Water and Sewer Relocation Project Easement Condemnations

RECOMMENDATION

City Administration recommends a resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Highway 16 East at the West Fork of the White River Bridge, for the Arkansas Highway and Transportation Department (AHTD) bridge replacement project. The properties are owned by the individuals and/or organizations listed on the attached pages. The total potential cost is estimated at \$19,000.00.

BACKGROUND

Relocation of existing water and sewer lines is required in preparation for the AHTD replacement of the Highway 16 bridge over the West Fork of the White River. The City currently has a 12 inch water line attached to the bridge, and it must be moved prior to the AHTD contractor performing substantive work on the bridge and the approaches. All of the existing water and sewer lines in this section of roadway are located within the AHTD right of way (ROW), so the City will bear the entire expense to relocate these lines.

DISCUSSION

Staff has acquired easements from 9 of 23 owners. We also have verbal and/or email agreement from ten more, but have not received the signed documents. We are not comfortable we have full agreement from the remaining four owners who are included in the request for Council action. These owners are aware of the City's intent to turn any unresolved easement purchases over to the City Attorney to initiate the condemnation process. Negotiations are still underway and may succeed with most of the owners, but the timing is such that we must proceed with the condemnation process in order to advertise the project. The AHTD has been putting pressure on the City to complete our project as soon as possible.

| Tract (Owner) | Initial Offer |
|-------------------------|------------------|
| Tract 13 (Baird) | \$ 600 |
| Tract 18 (Clay) | \$ 450 |
| Tracts 21-23 (McDonald) | \$ 9,525 |
| Tract 26 (Turn-Key) | \$ 385 |
| Total | \$ 10,960 |

BUDGET IMPACT

Funds are available from water/sewer funds, project number 11012.

Attachments: Case history and property exhibit for each tract

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY JAY STANLEY BAIRD, ROBERT N. AND LINDA J. CLAY, MCDONALD, LLC, AND TURN-KEY HOMES OF NORTHWEST ARKANSAS, LLC, NEEDED FOR WATER AND SEWER IMPROVEMENTS ALONG STATE HIGHWAY 16 NEAR THE WEST FORK OF THE WHITE RIVER BRIDGE

WHEREAS, the City of Fayetteville and certain property owners have been unable to agree on a fair price for the portions of property owned by each of them which is needed for easements to facilitate water and sewer improvements, and

WHEREAS, the City of Fayetteville needs to gain possession of these properties promptly in order to begin work on water and sewer improvements along State Highway 16 near the West Fork of the White River bridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by Jay Stanley Baird that is needed for a water/sewer and temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by Robert N. and Linda J. Clay that is needed for a water/sewer and temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by McDonald, LLC that is needed for a water/sewer and temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by Turn-Key Homes of Northwest Arkansas, LLC that is needed for a water/sewer and

temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

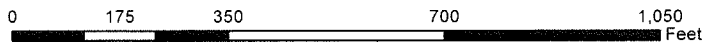
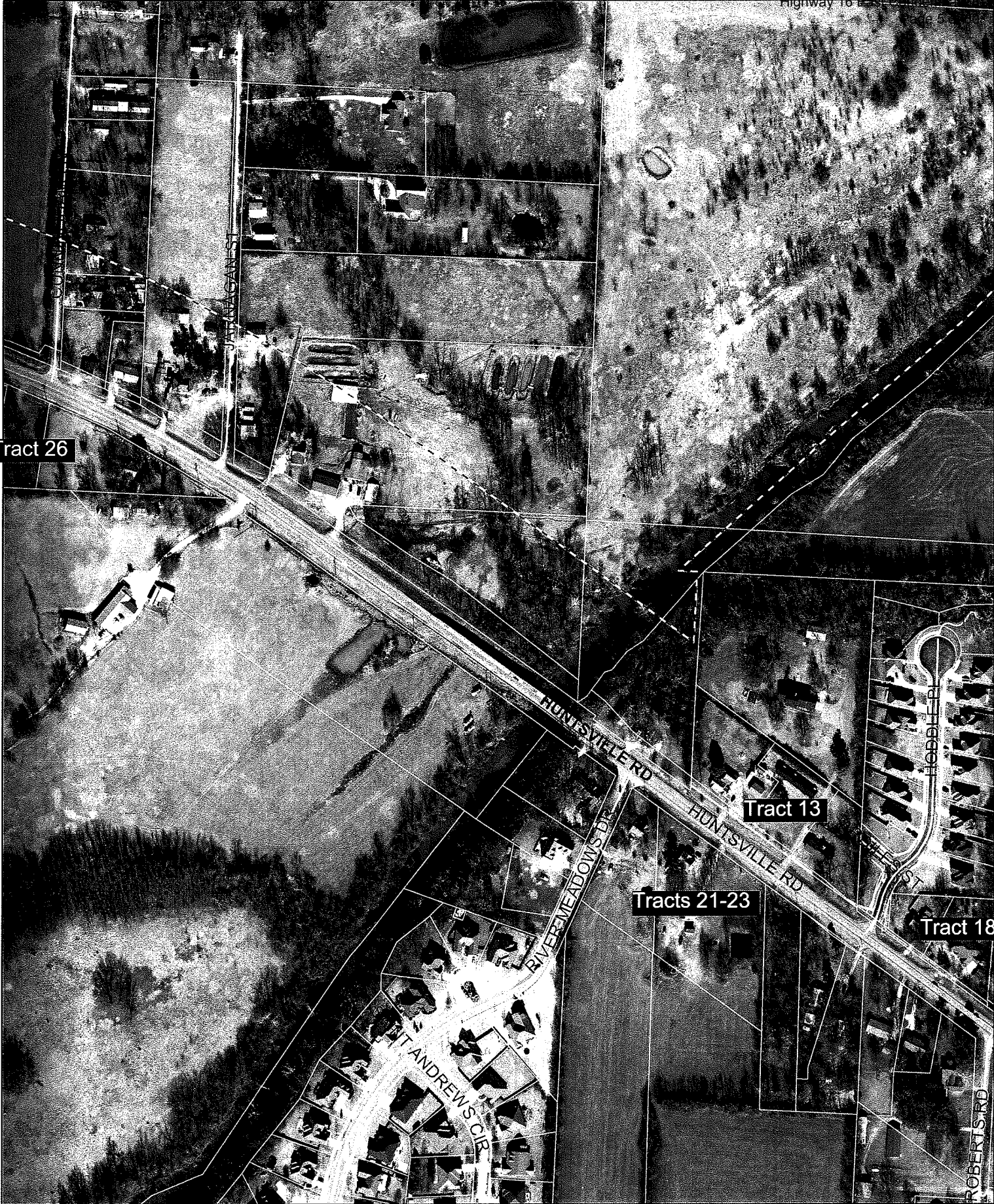
PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



CASE HISTORY
WHITE RIVER BRIDGE WATER/SEWER RELOCATES
Jay Stanley Baird

- 3/28/13 Offer packet mailed (to 4080 E. Huntsville, Fayetteville, AR) including offer letter (\$600.00), proposed easement, and exhibit.
- 5/3/13 Reminder letter sent (to 102 Carrigan Road #A, Elkins, AR). Previous mailing had been returned.
- 5/30/13 Notification letter mailed to 102 Carrigan Road #A address.
- 6/11/13 No contact as of this date.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 28, 2013

Jay Stanley Baird
102 Carrigan Road #A
Elkins, AR 72727

RE: White River Bridge Water/Sewer Relocates
Tract No. 13
Notification

Dear Mr. Baird:

On March 25, 2013, you were mailed a packet of information specific to property you own in connection with the relocation of utilities with the above mentioned project. A reminder letter was mailed on May 1, 2013 to an alternate address. However, as of the date of this letter, the City of Fayetteville has had no reply from you or your representative nor received signed documents.

Construction bids for this project are scheduled to be opened soon. However, the City of Fayetteville needs to have all right-of-way and easements acquired well before construction begins.

At the July 2, 2013 City Council meeting a resolution will be submitted seeking Council approval authorizing the City Attorney to seek condemnation and possession of the proposed easements, for the above-mentioned project, from those properties which have not signed documents. This meeting of the Fayetteville City Council will be held on July 2, 2013 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas. You and/or your representative are welcome to attend.

Upon approval by the City Council, procedures will be started by the City Attorney's office to obtain a writ of possession through the courts. However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

If you have any questions or concerns about the information sent to you, please do not hesitate to call. A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. If you do not have any questions or concerns and elect to accept our offer, please execute the previously mailed documents and vendor form and return them to the City of Fayetteville. The documents must be executed by all parties with current ownership interests in the particular property and notarized.

Sincerely,

A handwritten signature in black ink, appearing to read "David Jurgens".

David Jurgens
Utilities Director
DJ/jac



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 1, 2013

Jay Stanley Baird
102 Carrigan Road #A
Elkins, AR 72727

RE: White River Bridge Water/Sewer Relocates
Tract No. 13
Reminder Letter

Dear Mr. Baird:

On March 28, 2013, you were mailed a packet of information, including an offer of \$345.00 for the rights associated with the permanent easement (2,570 square feet) and \$255.00 for the rental of the property within the temporary construction and grading easement (4,713 square feet), for a total offer amount of **\$600.00**. All of this is in connection with the relocation and extension of utilities prior to the Highway 16 widening. Unfortunately, this packet was returned to us; thus, we are trying an alternate address.

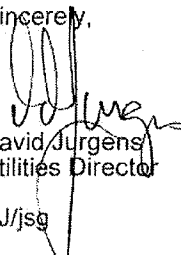
Please keep in mind that the City will do everything in its power to return your property to a condition as good as or better than it was found. You will always have access to your property during construction. Your utilities will be re-connected with as little disruption to your service as possible.

Unfortunately, time is running out for negotiations on this project. The contract will go to bid soon and the City of Fayetteville would like to have all easements acquired well before construction begins. All files not settled will result in a resolution being submitted to the City Council seeking their approval to authorize the City Attorney to seek condemnation and possession of the proposed easements from those properties which have not signed easement documents. To avoid files and negotiations being turned over to the City Attorney's office, it is imperative that one of us hear from you as soon as possible.

Should you elect to accept this offer, the *Water/Sewer Easement* previously mailed to you should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the signed easement document and vendor form, a check will be requested and you will be paid the amount indicated in the offer letter.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,


David Jurgens
Utilities Director

DJ/jsq



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Jay Stanley Baird
4080 E. Huntsville Road, Apt. 2
Fayetteville, AR 72701-7488

RE: White River Bridge Water/Sewer Relocates
Tract No. 13
Offer Letter

Dear Mr. Baird:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers \$345.00 for the rights associated with the permanent easement (2,570 square feet) and \$255.00 for the rental of the property within the temporary construction and grading easement (4,713 square feet), for a total offer amount of **\$600.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jorgens
Utilities Director

DJ/jsg
Enclosures



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Jay Stanley Baird
4080 E. Huntsville Road, Apt. 2
Fayetteville, AR 72701-7488

RE: White River Bridge Water/Sewer Relocates
Tract No. 13
Offer Letter

Dear Mr. Baird:

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A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13089-000
Tract No. 13

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT Jay Stanley Baird, a single person, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2004-00053166)

A part of the NW¼ of the NW¼ of Section 19, Township 16 North, Range 29 West, being more particularly described as follows: Beginning at a point that is South 113.52 feet, North 89 degrees 33 minutes West 337.92 feet, South 559.51 feet, and North 56 degrees 20 minutes 33 seconds West 83.56 feet from the Northeast corner of the NW¼ of the NW¼ of said Section 19 and running thence South 33 degrees 24 minutes 07 seconds West 207.51 feet to the North right-of-way line of Arkansas State Highway No. 16; thence North 56 degrees 33 minutes West 131.78 feet along said right-of-way line; thence leaving said right-of-way and running North 33 degrees 17 minutes East 135.15 feet; thence North 53 degrees 33 minutes West 66.17 feet; thence North 35 degrees 19 minutes East 69.6 feet; thence South 56 degrees 20 minutes 33 seconds East 195.81 feet to the point of beginning, containing 0.76 acres, more or less, City of Fayetteville, Washington County, Arkansas. Subject to easements and/or right of ways of record.

LESS AND EXCEPT: That highway right-of-way as deeded to the Arkansas State Highway Commission in Deed Ref. 2012-00027347, containing 0.03 acres, more or less, and being a part of AHTD Job No. 040569.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twenty (20) foot permanent utility easement of equal and uniform width located within property described in Deed Record 2004-53166, said easement being adjacent to the North line of the new proposed right-of-way of Arkansas State Highway 16 (AHTD Job 040569). This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 2,570 square feet (0.06 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement of variable width located along the North side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 4,713 square feet (0.11 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

WATER/SEWER EASEMENT
Page 2 of 2

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

Jay Stanley Baird

(spouse)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF _____)

ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jay Stanley Baird, a single person** and _____, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that he/they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2013.

MY COMMISSION EXPIRES:

Notary Public

PUE - 2,570 SQ. FT. (0.06 AC.)
 TCE - 4,713 SQ. FT. (0.11 AC.)

UTILITY EASEMENT PLAT
 TRACT MAP NO. 13
 EXHIBIT "A"

NE CORNER
 NW1/4, NW1/4
 SECTION 19
 T-16-N, R-29-W

TRACT
 (11)

NWNW
 19-16-29

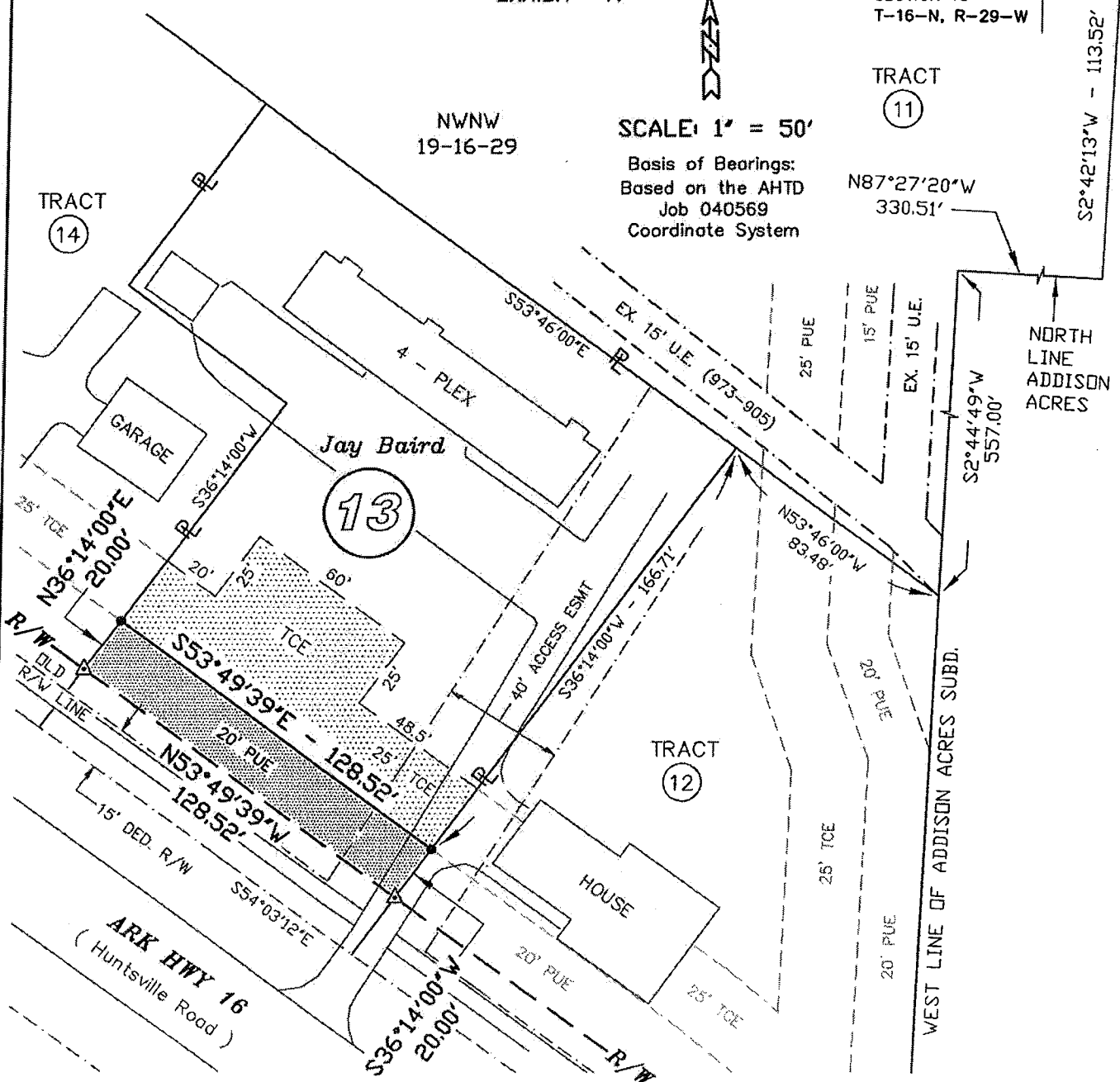
SCALE: 1" = 50'

Basis of Bearings:
 Based on the AHTD
 Job 040569
 Coordinate System

N87°27'20"W
 330.51'

S2°42'13"W - 113.52'

TRACT
 (14)



LEGEND

- Permanent Utility Easement
- Temporary Construction Easement
- Corner of Permanent Utility Easement
- Existing Utility Easement Line
- 765-13089-000 Tax Parcel Number
- 2004-53166 Deed Record
- PUE - Permanent Utility Easement
- TCE - Temporary Construction Easement

**CITY OF
 FAYETTEVILLE**
 Water & Sewer Department

Property Owner : Jay Stanley Baird
 Drawn by : McClelland Consulting Engineers
 Date: Jan. 2013
 Project No. 122124

Scale : 1" = 50'
 AHTD Tract No. 16

Project Name :
 Ar Hwy 16 W/S Line Relocation

| No. | Revisions | Date |
|--------------|-----------|------|
| Tract No. 13 | | |

PLEASE RETURN TO:

CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(479) 444-3407
FAX: (479) 575-8202

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

- _____ Sole Proprietorship
- _____ Corporation
- _____ Partnership
- _____ Tax-exempt organization under Section 501(a)
- _____ Foreign Government
- Individual
- _____ Other (please explain)

Tax Identification Number:

_____ Federal employer identification number

OR

_____ Social Security number (for individual or sole proprietors)

_____ Name associated with above Social Security number

I certify that the above information is true and correct.

Jay Stanley Baird
Name of Individual or Business

Address

City, State, Zip Code

Signature

Date

N/A
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

CASE HISTORY
WHITE RIVER BRIDGE WATER/SEWER RELOCATES
Robert N. & Linda J. Clay

- 3/28/13 Offer packet mailed (to 4186 E. Huntsville, Fayetteville, AR) including offer letter (\$450.00), proposed easement, and exhibit.
- 5/3/13 Reminder letter sent (to 1002 W. Linden, Rogers, AR). Previous mailing had been returned.
- 5/30/13 Notification letter mailed to 1002 W. Linden address.
- 6/10/13 Robert Clay called. HJ to call and set appointment to meet on site this week.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 28, 2013

Robert N. and Linda J. Clay
1002 W. Linden
Rogers, AR

RE: White River Bridge Water/Sewer Relocates
Tract No. 18
Notification

Dear Mr. and Mrs. Clay:

On March 25, 2013, you were mailed a packet of information specific to property you own in connection with the relocation of utilities with the above mentioned project. A reminder letter was mailed on May 1, 2013 to an alternate address. However, as of the date of this letter, the City of Fayetteville has had no reply from you or your representative nor received signed documents.

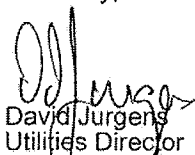
Construction bids for this project are scheduled to be opened soon. However, the City of Fayetteville needs to have all right-of-way and easements acquired well before construction begins.

At the July 2, 2013 City Council meeting a resolution will be submitted seeking Council approval authorizing the City Attorney to seek condemnation and possession of the proposed easements, for the above-mentioned project, from those properties which have not signed documents. This meeting of the Fayetteville City Council will be held on July 2, 2013 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas. You and/or your representative are welcome to attend.

Upon approval by the City Council, procedures will be started by the City Attorney's office to obtain a writ of possession through the courts. However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

If you have any questions or concerns about the information sent to you, please do not hesitate to call. A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. If you do not have any questions or concerns and elect to accept our offer, please execute the previously mailed documents and vendor form and return them to the City of Fayetteville. The documents must be executed by all parties with current ownership interests in the particular property and notarized.

Sincerely,



David Jurgens
Utilities Director

DJ/jsg



THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 1, 2013

Robert N. and Linda J. Clay
1002 W. Linden
Rogers, AR 72756

RE: White River Bridge Water/Sewer Relocates
Tract No. 18
Reminder Letter

Dear Mr. and Mrs. Clay:

On March 28, 2013, you were mailed a packet of information, including an offer of \$290.00 for the rights associated with the permanent easement (2,161 square feet) and \$160.00 for the rental of the property within the temporary construction and grading easement (2,966 square feet), for a total offer amount of **\$450.00**. All of this is in connection with the relocation and extension of utilities prior to the Highway 16 widening. Unfortunately, this packet was returned to us; thus we are trying an alternate address.

Please keep in mind that the City will do everything in its power to return your property to a condition as good as or better than it was found. You will always have access to your property during construction. Your utilities will be re-connected with as little disruption to your service as possible.

Unfortunately, time is running out for negotiations on this project. The contract will go to bid soon and the City of Fayetteville would like to have all easements acquired well before construction begins. All files not settled will result in a resolution being submitted to the City Council seeking their approval to authorize the City Attorney to seek condemnation and possession of the proposed easements from those properties which have not signed easement documents. To avoid files and negotiations being turned over to the City Attorney's office, it is imperative that one of us hear from you as soon as possible.

Should you elect to accept this offer, the *Water/Sewer Easement* previously mailed to you should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the signed easement document and vendor form, a check will be requested and you will be paid the amount indicated in the offer letter.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

A handwritten signature in black ink, appearing to read "David Jurgens".

David Jurgens
Utilities Director
DJ/jag



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Robert N. and Linda J. Clay
4186 E. Huntsville Road
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 18
Offer Letter

Dear Mr. and Mrs. Clay:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers \$290.00 for the rights associated with the permanent easement (2,161 square feet) and \$160.00 for the rental of the property within the temporary construction and grading easement (2,966 square feet), for a total offer amount of **\$450.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

A handwritten signature in black ink, appearing to read "David Jurgens".

David Jurgens
Utilities Director

DJ/jsg
Enclosures



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Robert N. and Linda J. Clay
4186 E. Huntsville Road
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 18
Offer Letter

Dear Mr. and Mrs. Clay:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers \$290.00 for the rights associated with the permanent easement (2,161 square feet) and \$160.00 for the rental of the property within the temporary construction and grading easement (2,966 square feet), for a total offer amount of **\$450.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13086-000
Tract No. 18

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Robert N. Clay and Linda J. Clay, husband and wife**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-23983)

A part of the Fractional Northwest Quarter of the Fractional Northwest Quarter of Section Nineteen (19), Township Sixteen (16) North, Range Twenty Nine (29) West, and being more particularly described as follows, to-wit: Beginning at a point which is S01°11'33"E 869.97 feet from the Northeast corner of said Fractional 40 acre tract, and running thence S01°11'33"E 268.09 feet to the North right-of-way of Arkansas State Highway #16, thence N57°02'48"W along said highway right-of-way 210.21 feet, thence N24°32'17"E 166.62 feet, thence N88°48'27"E 101.63 feet to the Point of Beginning. Containing 0.71 acres, more or less. Subject to utility easements of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A thirty (30) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-23983 and adjacent to the ten (10) feet of dedicated right-of-way as described in Deed Ref. 95-046073. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 2,161 square feet (0.05 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the North and East sides of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 2,966 square feet (0.07 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

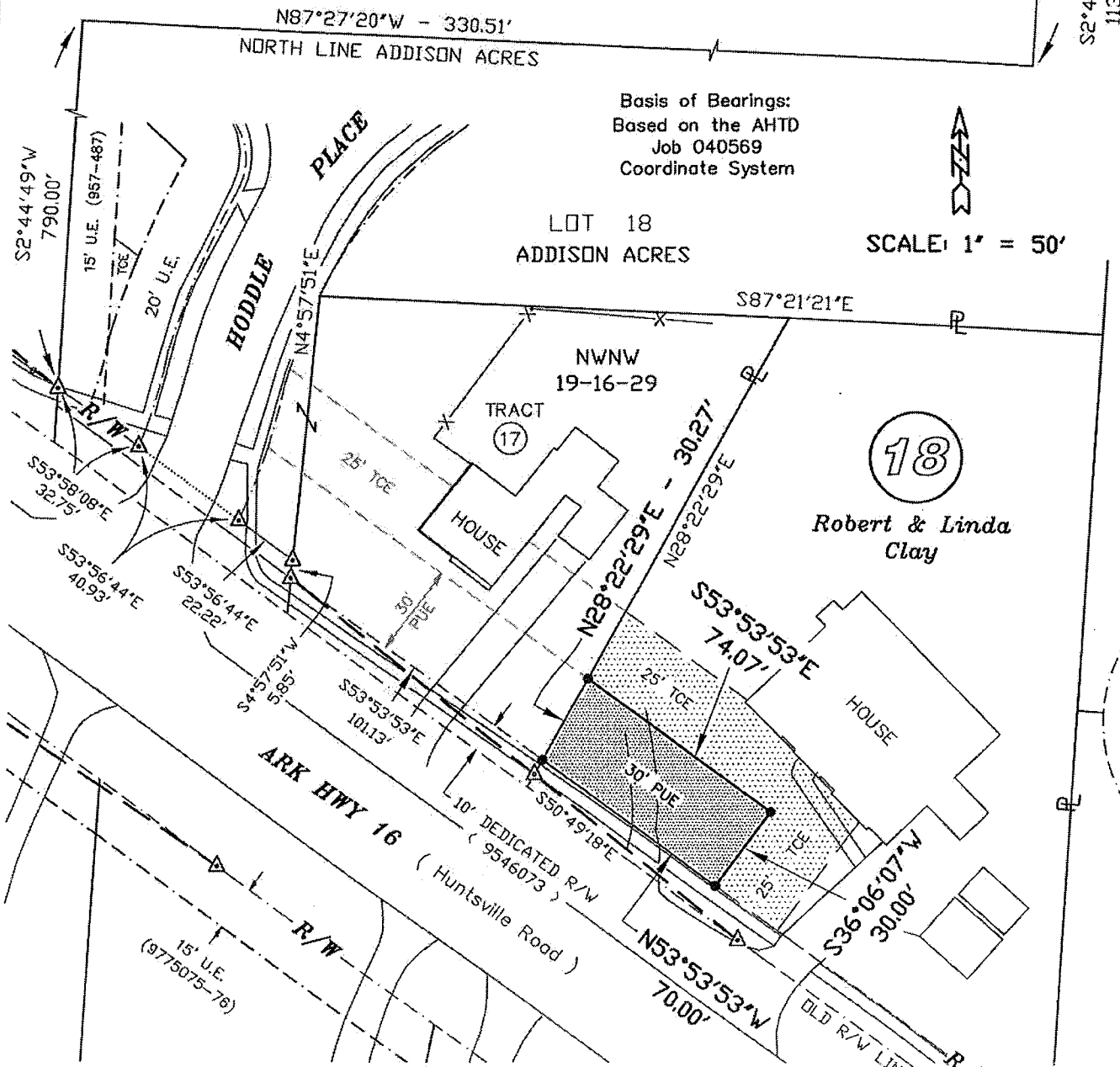
The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

PUE - 2,161 SQ. FT. (0.05 AC.)
 TCE - 2,966 SQ. FT. (0.07 AC.)

UTILITY EASEMENT PLAT
 TRACT MAP NO. 18
 EXHIBIT "A"

NE CORNER
 NW1/4, NW1/4
 SECTION 19
 T-16-N, R-29-W



Basis of Bearings:
 Based on the AHTD
 Job 040569
 Coordinate System

SCALE: 1" = 50'

LEGEND

- Permanent Utility Easement
- Temporary Construction Easement
- Corner of Permanent Utility Easement
- Existing Utility Easement Line
- 765-13086-000 Tax Parcel Number
- 2005-23983 Deed Record
- PUE - Permanent Utility Easement
- TCE - Temporary Construction Easement

**CITY OF
 FAYETTEVILLE**
 Water & Sewer Department

| | |
|--|-------------------|
| Property Owner : Robert & Linda Clay | |
| Drawn by : McClelland Consulting Engineers | |
| Date: Jan. 2013 | Scale : 1" = 50' |
| Project No. 122124 | AHTD Tract No. 22 |

| | | |
|--|-----------|------|
| Project Name : Ar Hwy 16 W/S Line Relocation | | |
| No. | Revisions | Date |
| Tract No. 18 | | |

PLEASE RETURN TO:

CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(479) 444-3407
FAX: (479) 575-8202

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

- _____ Sole Proprietorship
- _____ Corporation
- _____ Partnership
- _____ Tax-exempt organization under Section 501(a)
- _____ Foreign Government
- X Individual
- _____ Other (please explain) Limited Liability Company

Tax Identification Number:

Federal employer identification number

OR

Social Security number (for individual or sole proprietors)

Name associated with above Social Security number

I certify that the above information is true and correct.

Robert N. and Linda J. Clay
Name of Individual or Business

Address

City, State, Zip Code

Signature

Date

N/A
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

CASE HISTORY
WHITE RIVER BRIDGE WATER/SEWER RELOCATES
McDonald LLC
c/o Clint McDonald

- 3/28/13 Tract 21: Offer packet mailed (to 5081 Arkanshire Circle, Springdale, AR) including offer letter (\$200.00), proposed easement (\$165.00) temporary construction and grading easement, and exhibit.
Tract 22: Packet mailed: Offer letter (\$510.00) proposed easement, (\$500.00) temporary easement, and exhibit.
Tract 23: Packet mailed: Offer letter (\$340.00) proposed easement, (\$150.00) temporary easement, and exhibit.
- 4/1/13 Mr. McDonald called and informed JG that he would not be signing our documents until his plat was approved on Riverwalk S/D (not associated with this project) and he would charge the city a penalty against this easement acquisition for every day we held him up on this S/D project.
- 5/3/13 Reminder letter sent with a copy of the recorded and approved pat for Riverwalk S/D
- 5/17/13 Mr. McDonald called HJ to declare that the offer for this easement was too low based on the fact that he had been approved for a PZD "Bridgedale Plaza" in 2008. After speaking to Jesse Fulcher, HJ discovered that he had let the PZD expire and that all zoning rights to the property had expired with said PZD and that Mr. McDonald would now have to start again with this property before any development could begin on this property. HJ told him to email her a counter-offer.
- 5/29/13 Counter-offer was received from Mr. McDonald via email for \$4.25/sf
- 6/11/13 Packet containing revised documents and our counter offer was mailed to Mr. McDonald for 25% of \$4.25/sf for PE and 10% for TCE (TCEs also reduced where possible) :
Tr. 21: \$1560.00 PE only
Tr. 22: \$4030.00 PE, \$1275 TCE
Tr. 23: \$2660.00 PE
- 6/11/13 Notification letter mailed. In light of Mr. McDonald's attitude toward the City in regard to Riverwalk S/D, we felt a Notification Letter was appropriate.



THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract No. 21 (Parcel No. 765-13094-000)
Offer Letter

Dear Mr. McDonald:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers \$200.00 for the rights associated with the permanent easement (1,467 square feet) and \$165.00 for the rental of the property within the temporary construction and grading easement (3,040 square feet), for a total offer amount of **\$365.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13094-000
Tract No. 21

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-32920)

A part of the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, described as follows: Beginning at a point on the South line of State Highway No. 16 which is 421.88 feet North and 554 feet West of the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 19 and running thence N 58.5° W with the South line of said highway 13.77 feet, thence in a Southerly direction 536.6 feet to a point which is due South of the beginning point and 525.88 feet from said point; thence East 90 feet; thence North to the South line of said State Highway No. 16; thence N 58.5° W with the South line of said highway to the point of beginning, containing 1.073 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twelve (12) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-32920 and adjacent to the South line of an existing 15' utility easement as described in Deed Book 868 at Page 990. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 1,467 square feet (0.03 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 3,040 square feet (0.07 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

WATER/SEWER EASEMENT
Page 2 of 2

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

By: _____

[Please print or type Name and Title]

ATTEST:

[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of the **McDonald LLC**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

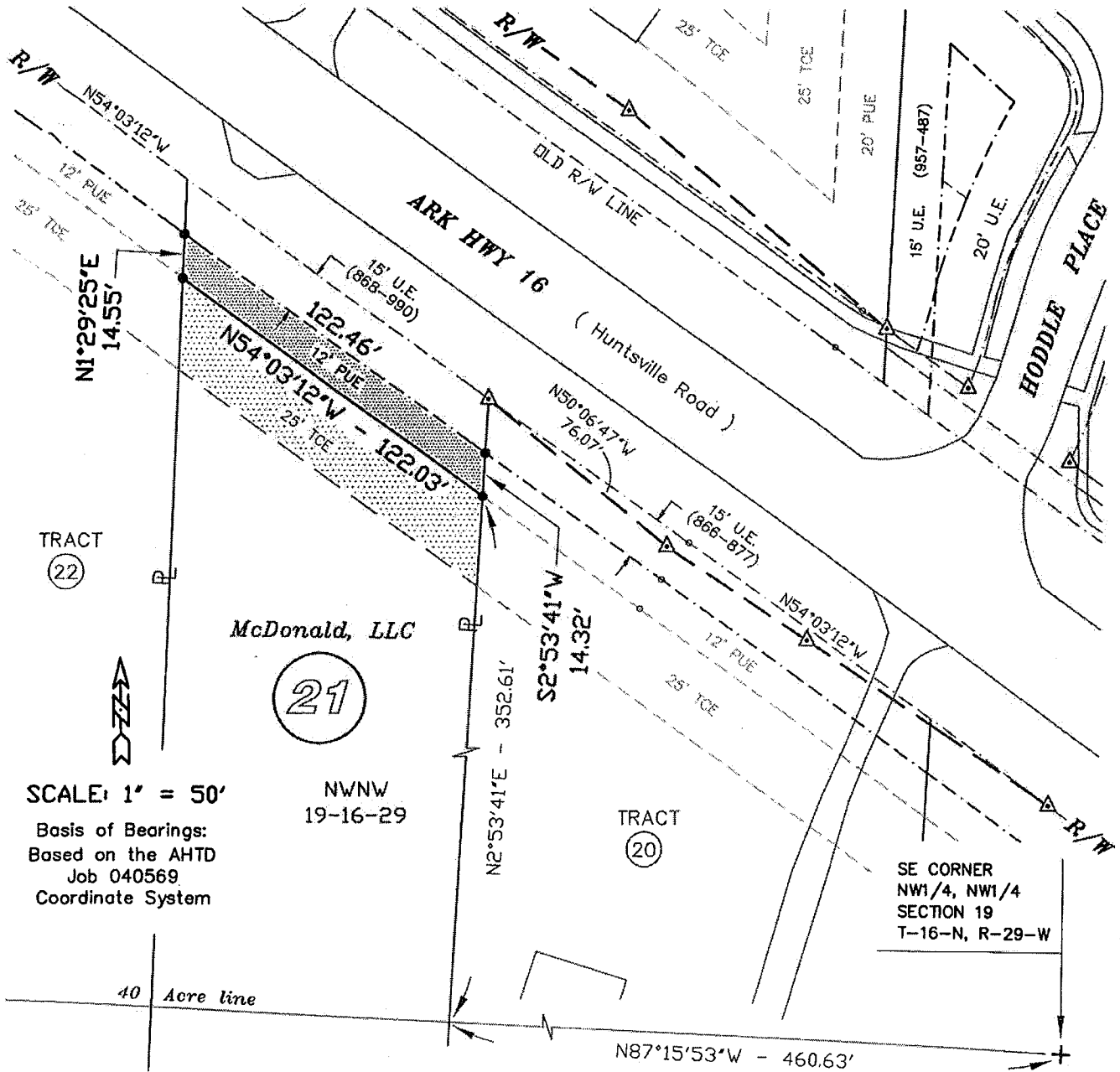
WITNESS my hand and seal on this _____ day of _____, 2013.

MY COMMISSION EXPIRES:

Notary Public

UTILITY EASEMENT PLAT
 TRACT MAP NO. 21
 EXHIBIT "A"

PUE - 1,467 SQ. FT. (0.03 AC.)
 TCE - 3,040 SQ. FT. (0.07 AC.)



TRACT
 (22)

McDonald, LLC

(21)

NWNW
 19-16-29

TRACT
 (20)

SCALE: 1" = 50'

Basis of Bearings:
 Based on the AHTD
 Job 040569
 Coordinate System

40 Acre line

N87°15'53"W - 460.63'

LEGEND

- Permanent Utility Easement
- Temporary Construction Easement
- Corner of Permanent Utility Easement
- Existing Utility Easement Line
- 765-13094-000 Tax Parcel Number
- 2005-32920 Deed Record
- PUE - Permanent Utility Easement
- TCE - Temporary Construction Easement

| | | | | |
|--|--|-------------------|--|--|
| CITY OF FAYETTEVILLE Water & Sewer Department | Property Owner : McDonald, LLC | | Project Name : Ar Hwy 16 W/S Line Relocation | |
| | Drawn by : McClelland Consulting Engineers | | No. Revisions Date | |
| | Date: Jan. 2013 | Scale : 1" = 50' | Tract No. 21 | |
| | Project No. 122124 | AHTD Tract No. 14 | | |



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract No. 22 (Parcel No. 765-13092-000)
Offer Letter

Dear Mr. McDonald:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers \$510.00 for the rights associated with the permanent easement (3,795 square feet) and \$500.00 for the rental of the property within the temporary construction and grading easement (9,308 square feet), for a total offer amount of **\$1,010.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13092-000
Tract No. 22

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-32921)

A part of the West half (W $\frac{1}{2}$) of the Fractional Northwest Quarter (Frl. NW $\frac{1}{4}$) of Section 19, Township 16 North, Range 29 West, being more particularly described as follows: Beginning at a point on the South right of way line of State Highway No. 16, which is 695.07 feet South and 229.07 feet East of the Northwest corner of said West Half (W $\frac{1}{2}$) of the Fractional Northwest Quarter (Frl. NW $\frac{1}{4}$) (said point also being the Northeast corner of the Joe Franklin Hunt property), thence South 1173.64 feet; thence East 513.11 feet; thence North 446.94 feet; thence West 239.00 feet; thence North 01°16'48" [West] 555.08 feet to the South right of way of the State Highway No. 16; thence North 56°50' West 312.49 feet to the point of beginning; containing 9.18 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twelve (12) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-32921 and adjacent to the South line of an existing 15' utility easement as described in Deed Book 957 at Page 629. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 3,795 square feet (0.09 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 9,308 square feet (0.21 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

WATER/SEWER EASEMENT
Page 2 of 2

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

By: _____

[Please print or type Name and Title]

ATTEST:

[Please print or type Name and Title]

ACKNOWLEDGMENT

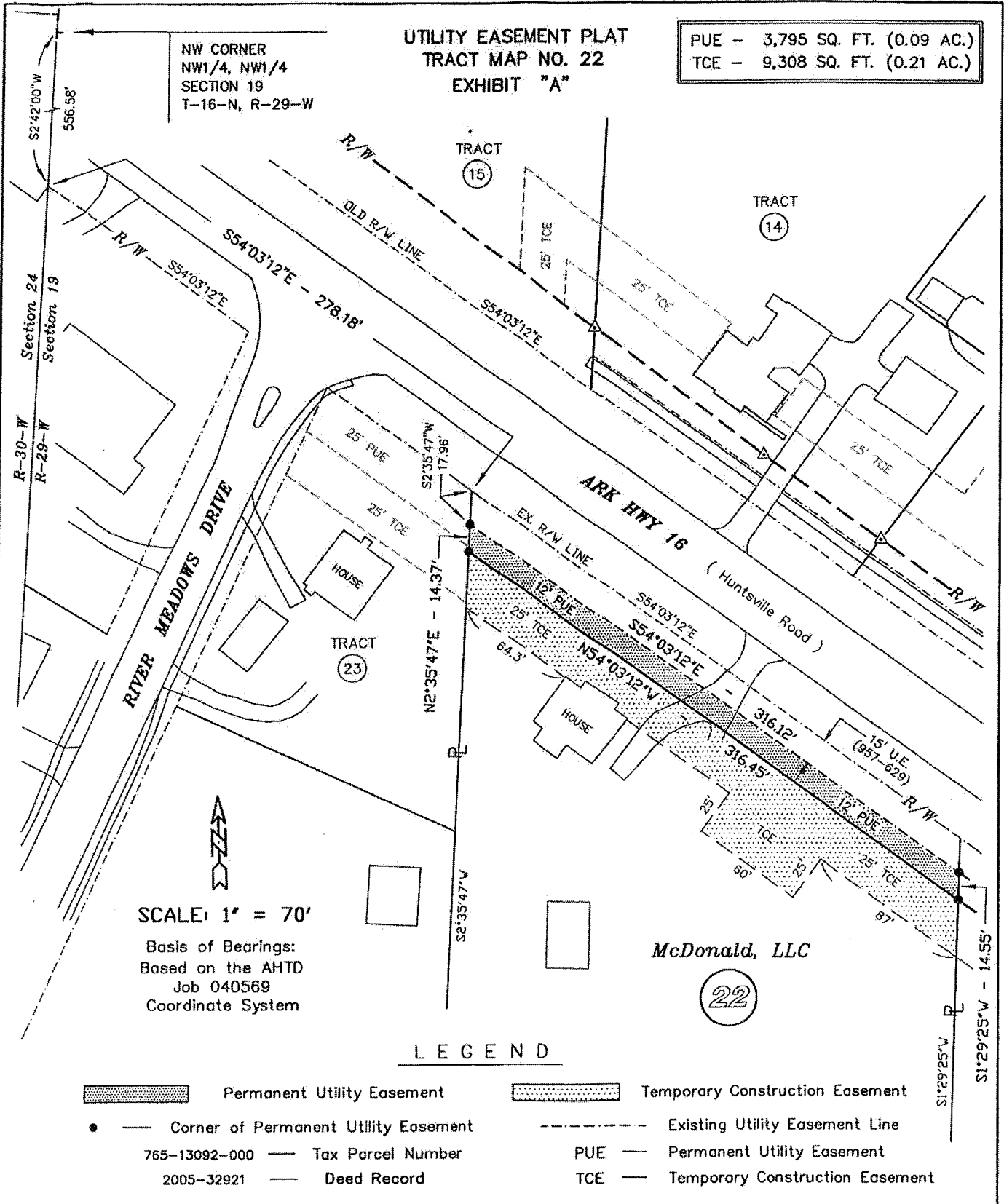
STATE OF ARKANSAS)
 }
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of the **McDonald LLC**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2013.

MY COMMISSION EXPIRES:

Notary Public



| | | | | |
|---|--|-------------------|--|-----------|
| CITY OF FAYETTEVILLE Water & Sewer Department | Property Owner : McDonald, LLC | | Project Name : Ar Hwy 16 W/S Line Relocation | |
| | Drawn by : McClelland Consulting Engineers | | No. | Revisions |
| | Date: Jan. 2013 | Scale : 1" = 70' | Date | |
| | Project No. 122124 | AHTD Tract No. 14 | Tract No. 22 | |



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract No. 23 (Parcel No. 765-13095-000)
Offer Letter

Dear Mr. McDonald:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers \$340.00 for the rights associated with the permanent easement (2,504 square feet) and \$150.00 for the rental of the property within the temporary construction and grading easement (2,789 square feet), for a total offer amount of **\$490.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13095-000
Tract No. 23

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2006-10664, Tract A)

Part of the West Half (W½) of the Northwest Quarter (NW¼) of Section Nineteen (19), Township Sixteen North (16N), Range Twenty-nine West (29W) in Washington County, Arkansas, and being more particularly described as follows, to-wit: Commencing at the Northwest corner of said Section 19, thence South 717.90 feet; thence East 142.42 feet to the Point of Beginning; thence South 21°52'38" West 172.52 feet; thence South 68°21'21" East 165.57 feet; thence North 00°06'53" East 161.88 feet to the South right-of-way of Highway 16; thence North 56°22'51" West 105.71 feet along said South right-of-way to the Point of Beginning, containing 0.49 acres, more or less. Subject to easements and rights-of-way of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twenty-five (25) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2006-10664 and adjacent to the existing South right-of-way line of Arkansas Highway 16. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 2,504 square feet (0.06 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 2,789 square feet (0.06 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

**WATER/SEWER EASEMENT
Page 2 of 2**

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

By: _____

[Please print or type Name and Title]

ATTEST:

[Please print or type Name and Title]

ACKNOWLEDGMENT

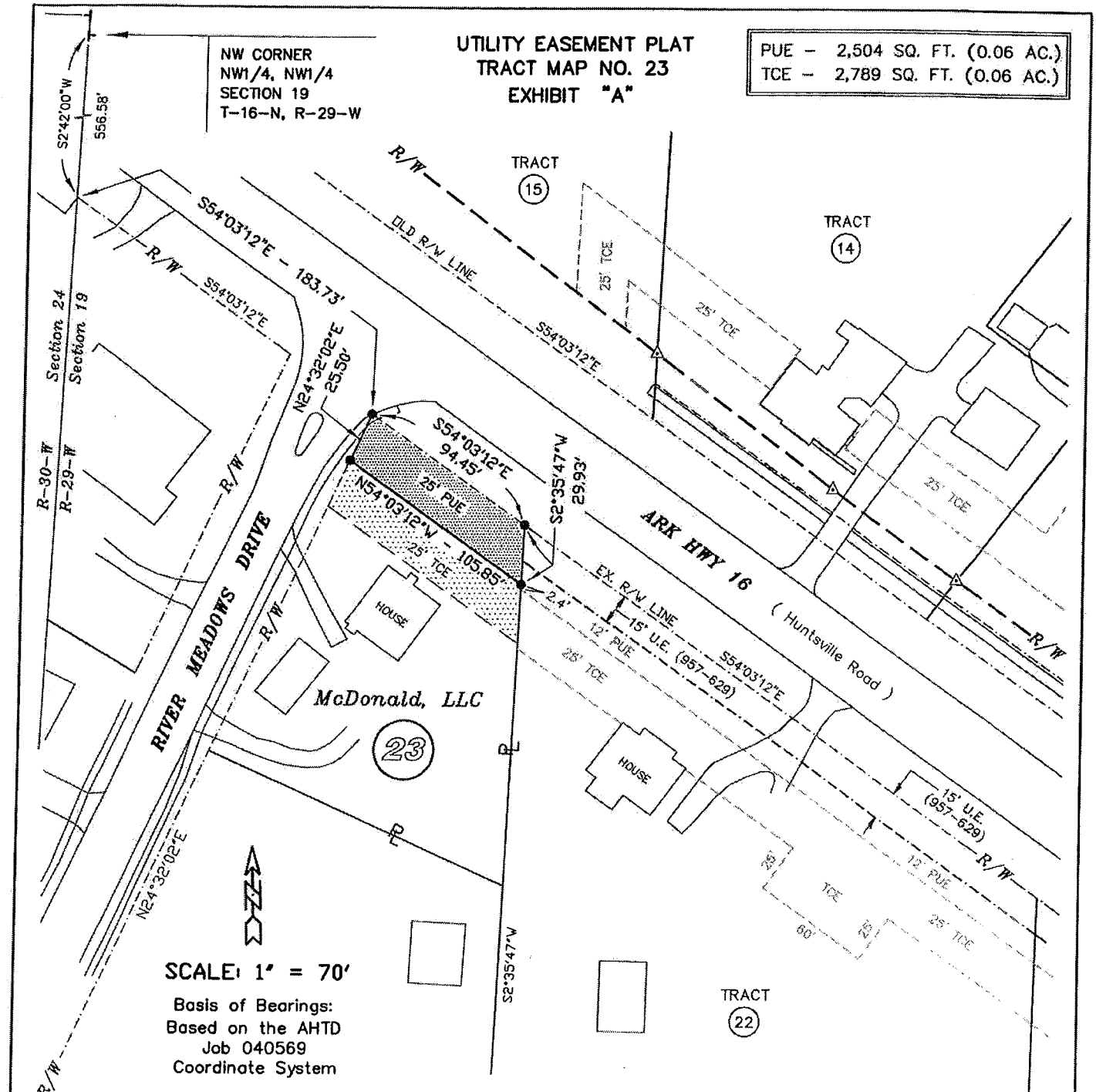
STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of the **McDonald LLC**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2013.

MY COMMISSION EXPIRES:

Notary Public



| | | | |
|---------------|--------------------------------------|-------|---------------------------------|
| | Permanent Utility Easement | | Temporary Construction Easement |
| ● | Corner of Permanent Utility Easement | - - - | Existing Utility Easement Line |
| 765-13095-000 | Tax Parcel Number | PUE | Permanent Utility Easement |
| 2006-10664 | Deed Record | TCE | Temporary Construction Easement |

| | | | | |
|--|--|-------------------|---|-----------|
| CITY OF FAYETTEVILLE Water & Sewer Department | Property Owner : McDonald, LLC | | Project Name : Ar Hwy 16 W/S Line Relocation | |
| | Drawn by : McClelland Consulting Engineers | | No. | Revisions |
| | Date: Jan. 2013 | Scale : 1" = 70' | Date | |
| | Project No. 122124 | AHTD Tract No. 14 | Tract No. 23 | |

PLEASE RETURN TO:
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(479) 444-3407
FAX: (479) 575-8202

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

- _____ Sole Proprietorship
- _____ Corporation
- _____ Partnership
- _____ Tax-exempt organization under Section 501(a)
- _____ Foreign Government
- _____ Individual
- Other (please explain) Limited Liability Company

Tax Identification Number:

_____ Federal employer identification number

OR

_____ Social Security number (for individual or sole proprietors)

_____ Name associated with above Social Security number

I certify that the above information is true and correct.

McDonald LLC
Name of Individual or Business

5081 Arkanshire Circle
Address

Springdale, AR 74764-2567
City, State, Zip Code

Signature

Date

Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 8, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract Nos. 21, 22, & 23
Reminder Letter

Dear Mr. McDonald:

On March 28, 2013, you were mailed three packets of information, including offers for the rights associated with the permanent water/sewer easements. All of this is in connection with the relocation and extension of utilities prior to the Highway 16 widening. We haven't received signed paperwork.

Please keep in mind that the City will do everything in its power to return your property to a condition as good as or better than it was found. You will always have access to your property during construction. Your utilities will be re-connected with as little disruption to your service as possible.

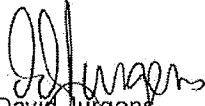
You had mentioned in a phone call that you did not want to discuss the easements along Highway 16 until the final plat for Riverwalk Subdivision, Phase I (a separate project) had been approved. This plat has now been signed and recorded (copy enclosed).

Unfortunately, time is running out for negotiations on this project. The contract will go to bid soon and the City of Fayetteville would like to have all easements acquired well before construction begins. All files not settled will result in a resolution being submitted to the City Council seeking their approval to authorize the City Attorney to seek condemnation and possession of the proposed easements from those properties which have not signed easement documents. To avoid files and negotiations being turned over to the City Attorney's office, it is imperative that one of us hear from you as soon as possible.

Should you elect to accept this offer, the *Water/Sewer Easements* previously mailed to you should be executed by all parties with current ownership interest in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon receipt of the signed easement documents and vendor form, a check(s) will be requested and you will be paid the amount indicated in the offer letters.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,



David Jurgens
Utilities Director
DJ/jsg

JORGENSEN & ASSOCIATES
 CIVIL ENGINEERS • SURVEYORS

RIVERWALK SUBDIVISION PHASE I
FINAL PLAT

DATE: 12/20/20
 SHEET: 39 OF 60

NOTICE TO CONTRACTORS

THIS PLAT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OF RECORD.

NOTICE TO ADJOINING PROPERTY OWNERS

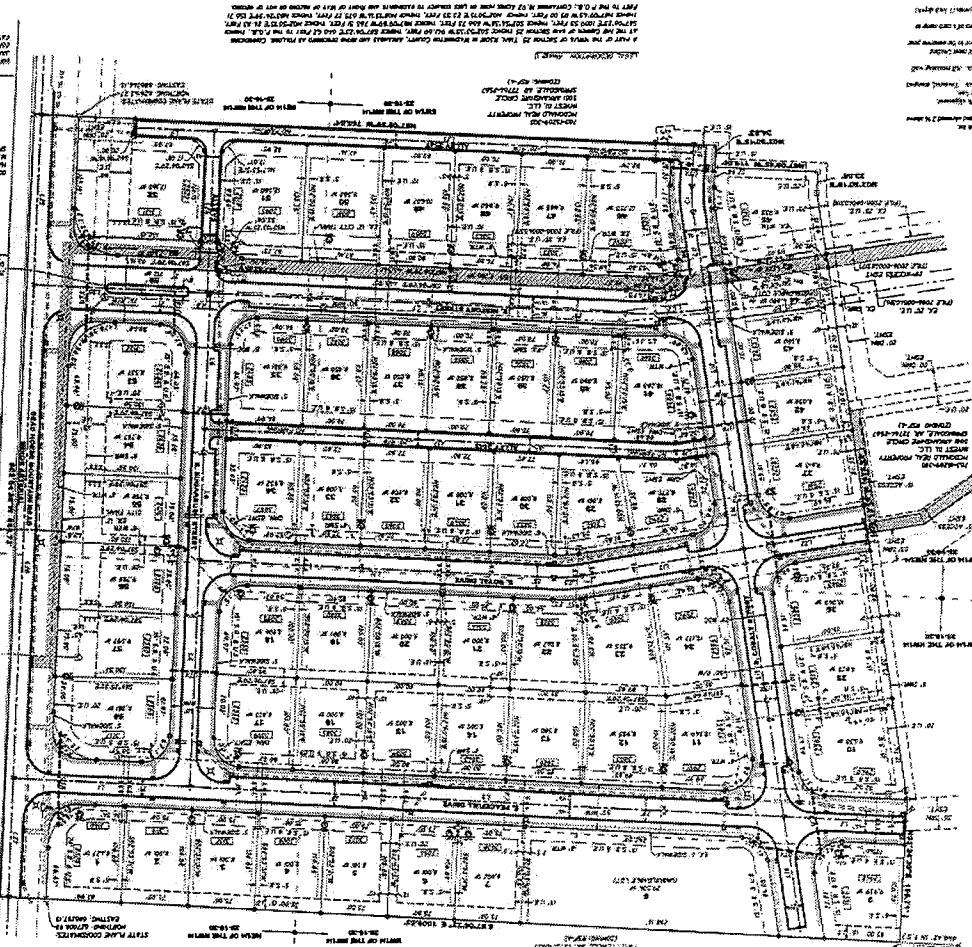
THESE LOTS ARE BOUND BY THE PLAT LINES AND ARE SUBJECT TO THE PLAT CONDITIONS AND EASEMENTS.

NOTICE TO THE PUBLIC

THIS PLAT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OF RECORD.

NOTICE TO THE STATE

THIS PLAT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OF RECORD.

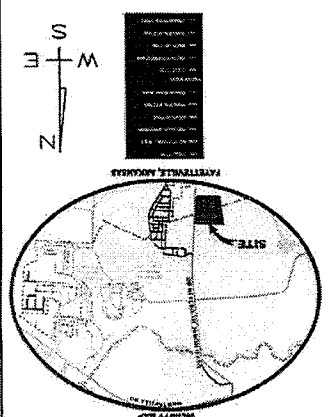


NOTICE TO THE PUBLIC

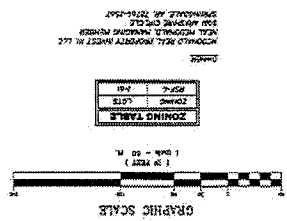
THIS PLAT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OF RECORD.

NOTICE TO THE STATE

THIS PLAT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OF RECORD.



- LEGEND**
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STREET RIGHT-OF-WAY & SIDEWALK TABLE

| STREET | RIGHT-OF-WAY | SIDEWALK |
|------------------|--------------|-----------|
| MAIN STREET | 100.00 FT. | 10.00 FT. |
| RIVERWALK STREET | 100.00 FT. | 10.00 FT. |
| ... | ... | ... |

STREET RIGHT-OF-WAY & SIDEWALK TABLE

| STREET | RIGHT-OF-WAY | SIDEWALK |
|------------------|--------------|-----------|
| MAIN STREET | 100.00 FT. | 10.00 FT. |
| RIVERWALK STREET | 100.00 FT. | 10.00 FT. |
| ... | ... | ... |

STREET RIGHT-OF-WAY & SIDEWALK TABLE

| STREET | RIGHT-OF-WAY | SIDEWALK |
|------------------|--------------|-----------|
| MAIN STREET | 100.00 FT. | 10.00 FT. |
| RIVERWALK STREET | 100.00 FT. | 10.00 FT. |
| ... | ... | ... |

Holly Jones - White River Bridge Water/Sewer Relocates for Tracts 21,22 & 23

From: <clintonneal@aol.com>
To: <hjones@ci.fayetteville.ar.us>
Date: 5/29/2013 7:58 AM
Subject: White River Bridge Water/Sewer Relocates for Tracts 21,22 & 23
Attachments: Bridgedale_Plaza_Appraisal_5-3-12_(1).pdf

Ms. Holly Jones,

I have looked over the proposal for purchasing the PUE along Hwy 16 that takes up a portion of my property. In purchasing the PUD stated, it would reduce the amount of land that can be developed. I understand parking lots can be placed over utilities, but structures can not. For example, if the land sold and went back through planning, one may be forced to put buildings close to street and parking in the rear. I know this is a trend we are seeing as developers. In this example, one would we be forced to move buildings back from HWY further, do to the PUE, therefore reducing the amount of land that can be developed. I understand I would still have 16 acres, it is just that my acres that could be developed would be decreased, therefore costing me \$4.25 per square foot.

In closing, this is my offer to purchase the land area for the PUE...\$4.25 per square foot. Attached is a recent appraisal on the area in question that will illustrate this clearly.

Thank you,
Clint McDonald



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

June 7, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract No. 21, Tract 22, Tract 23
Side Letter And Offer Acceptance

Dear Mr. McDonald:

Thank you for calling and emailing Holly Jones and voicing all your concerns.

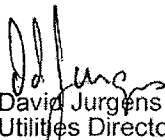
We would like to reassure you that any damage done to your yards and driveways on these tracts during construction will be repaired and returned to a condition as good as or better than it was found and you and or your tenants will always have access to the property during construction.

We hereby accept your counter offer as follows: We have reduced and/or removed the temporary construction easements on all three tracts. On Tract 21: the City of Fayetteville herein offers **\$1,560.00** for the rights associated with the permanent easement (1,467sf). On Tract 22: the City of Fayetteville offers **\$4,030.00** for the rights associated with permanent easement (3,795sf) and **\$1,275.00** rental of the property within the temporary construction and grading easement (3,000sf). On Tract 23: the City of Fayetteville offers **\$2,660.00** for the rights associated with the permanent easement (2,504sf), for a total new offer of **\$9,525.00**.

Enclosed you will find revised *Water/Sewer Easements* showing reduced and/or removed temporary construction and grading easements. These documents should be signed by all parties with ownership interest in the property and returned to the City along the enclosed Vendor Form (signed with either EIN or SSN). As soon as these documents are received a check will be requested for the full amount shown above. It takes approximately three weeks for the checks to be processed through our system.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,



David Jurgens
Utilities Director

DJ/hj

Enclosure

White River Bridge Water/Sewer Relocations
Parcel No. 765-13094-000
Tract No. 21

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-32920)

A part of the West Half (W½) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, described as follows: Beginning at a point on the South line of State Highway No. 16 which is 421.88 feet North and 554 feet West of the NE corner of the SW¼ of the NW¼ of said Section 19 and running thence N 58.5° W with the South line of said highway 13.77 feet, thence in a Southerly direction 536.6 feet to a point which is due South of the beginning point and 525.88 feet from said point; thence East 90 feet; thence North to the South line of said State Highway No. 16; thence N 58.5° W with the South line of said highway to the point of beginning, containing 1.073 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twelve (12) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-32920 and adjacent to the South line of an existing 15' utility easement as described in Deed Book 868 at Page 990. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 1,467 square feet (0.03 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

By: _____

ATTEST:

[Please print or type Name and Title]

[Please print or type Name and Title]

WATER/SEWER EASEMENT
Page 2 of 2

ACKNOWLEDGMENT

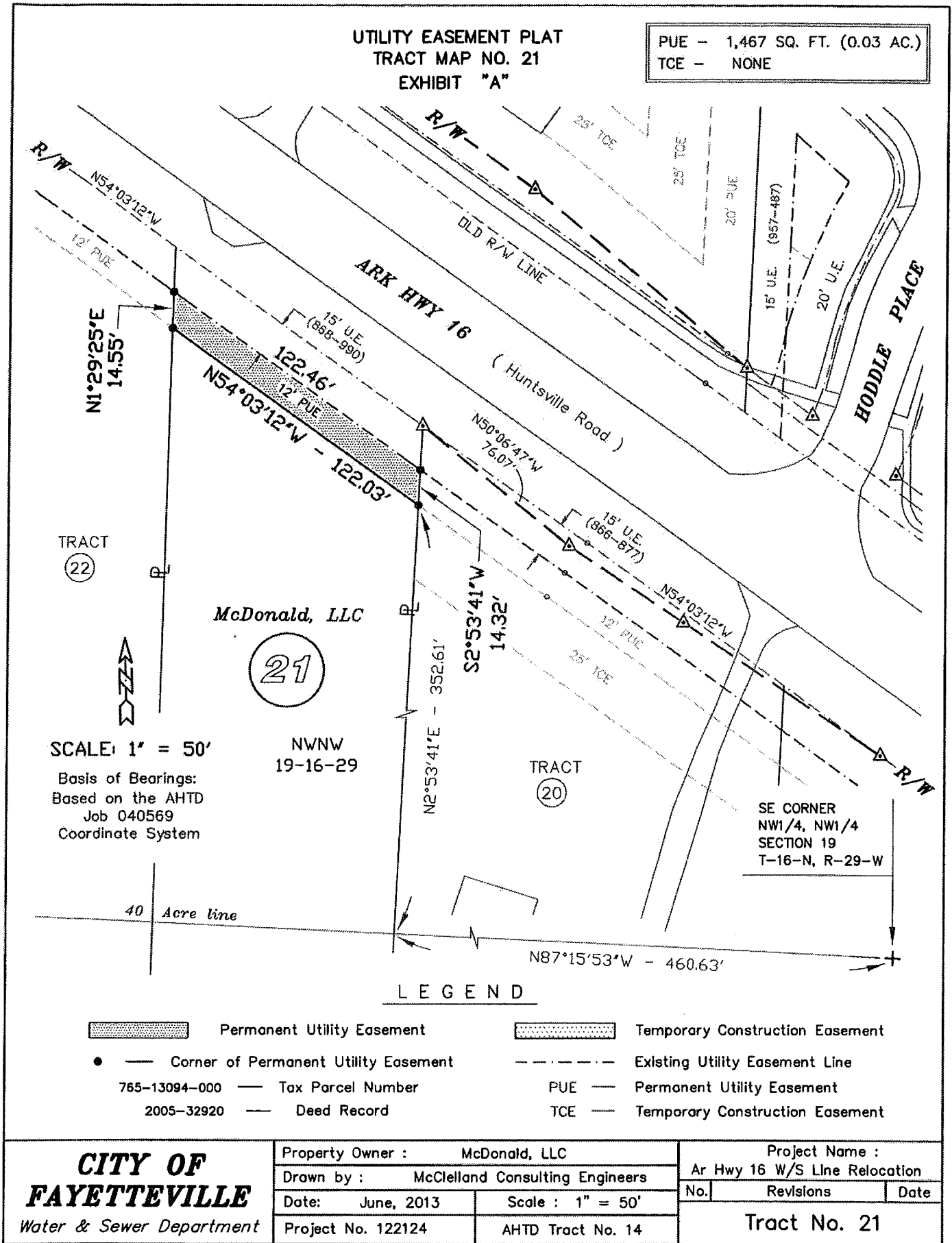
STATE OF ARKANSAS)
 }
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of the **McDonald LLC**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2013.

MY COMMISSION EXPIRES:

_____ Notary Public



| | | | | |
|---|--|-------------------|--|--|
| CITY OF FAYETTEVILLE Water & Sewer Department | Property Owner : McDonald, LLC | | Project Name : Ar Hwy 16 W/S Line Relocation | |
| | Drawn by : McClelland Consulting Engineers | | No. Revisions Date | |
| | Date: June, 2013 | Scale : 1" = 50' | Tract No. 21 | |
| | Project No. 122124 | AHTD Tract No. 14 | | |

White River Bridge Water/Sewer Relocations
Parcel No. 765-13092-000
Tract No. 22

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-32921)

A part of the West half (W $\frac{1}{2}$) of the Fractional Northwest Quarter (Frl. NW $\frac{1}{4}$) of Section 19, Township 16 North, Range 29 West, being more particularly described as follows: Beginning at a point on the South right of way line of State Highway No. 16, which is 695.07 feet South and 229.07 feet East of the Northwest corner of said West Half (W $\frac{1}{2}$) of the Fractional Northwest Quarter (Frl. NW $\frac{1}{4}$) (said point also being the Northeast corner of the Joe Franklin Hunt property), thence South 1173.64 feet; thence East 513.11 feet; thence North 446.94 feet; thence West 239.00 feet; thence North 01°16'48" [West] 555.08 feet to the South right of way of the State Highway No. 16; thence North 56°50' West 312.49 feet to the point of beginning; containing 9.18 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twelve (12) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-32921 and adjacent to the South line of an existing 15' utility easement as described in Deed Book 957 at Page 629. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 3,795 square feet (0.09 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 3,000 square feet (0.07 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water:

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

White River Bridge Water/Sewer Relocations
Parcel No. 765-13095-000
Tract No. 23

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Deed Ref. 2006-10664, Tract A)

Part of the West Half (W½) of the Northwest Quarter (NW¼) of Section Nineteen (19), Township Sixteen North (16N), Range Twenty-nine West (29W) in Washington County, Arkansas, and being more particularly described as follows, to-wit: Commencing at the Northwest corner of said Section 19, thence South 717.90 feet; thence East 142.42 feet to the Point of Beginning; thence South 21°52'38" West 172.52 feet; thence South 68°21'21" East 165.57 feet; thence North 00°06'53" East 161.88 feet to the South right-of-way of Highway 16; thence North 56°22'51" West 105.71 feet along said South right-of-way to the Point of Beginning, containing 0.49 acres, more or less. Subject to easements and rights-of-way of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twenty-five (25) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2006-10664 and adjacent to the existing South right-of-way line of Arkansas Highway 16. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 2,504 square feet (0.06 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

By: _____

ATTEST:

[Please print or type Name and Title]

[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

)
)
ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of the **McDonald LLC**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2013.

MY COMMISSION EXPIRES:

Notary Public

CASE HISTORY
WHITE RIVER BRIDGE WATER/SEWER RELOCATES
Turn-Key Homes of NWA LLC

- 3/28/13 Offer packet mailed (to P.O Box 180, Goshen, AR) including offer letter (\$385.00), proposed easement, and exhibit.
- 5/3/13 Reminder letter sent (to Attn: Brandon Sullivan, 701 W. Sharp Dr., Fayetteville, AR).
- 5/13/13 Sharp Drive mailing returned. Mailed out to Attn: Brandon Sullivan, 1031 N. College Ave., Fayetteville, AR.
- 5/30/13 Notification letter mailed to 1031 N. College Ave. address.
- 6/5/13 Brandon Sullivan called. Said he will send in signed documents.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 28, 2013

Turn-Key Homes of NWA LLC
Attn: Brandon Sullivan
1031 North College
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 26
Notification

Dear Mr. Sullivan:

On March 25, 2013, you were mailed a packet of information specific to property you own in connection with the relocation of utilities with the above mentioned project. A reminder letter was mailed on May 1, 2013 to an alternate address, with yet a third attempt (third address) on May 13, 2013. However, as of the date of this letter, the City of Fayetteville has had no reply from you or your representative nor received signed documents.

Construction bids for this project are scheduled to be opened soon. However, the City of Fayetteville needs to have all right-of-way and easements acquired well before construction begins.

At the July 2, 2013 City Council meeting a resolution will be submitted seeking Council approval authorizing the City Attorney to seek condemnation and possession of the proposed easements, for the above-mentioned project, from those properties which have not signed documents. This meeting of the Fayetteville City Council will be held on July 2, 2013 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas. You and/or your representative are welcome to attend.

Upon approval by the City Council, procedures will be started by the City Attorney's office to obtain a writ of possession through the courts. However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

If you have any questions or concerns about the information sent to you, please do not hesitate to call. A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. If you do not have any questions or concerns and elect to accept our offer, please execute the previously mailed documents and vendor form and return them to the City of Fayetteville. The documents must be executed by all parties with current ownership interests in the particular property and notarized.

Sincerely,



David Jurgens
Utilities Director
DJ/jsg



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 1, 2013

Turn-Key Homes NWA, LLC
Attn: Brandon Sullivan
701 W. Sharp Drive
Fayetteville, AR 72703

RE: White River Bridge Water/Sewer Relocates
Tract No. 26
Reminder Letter

Dear Mr. Sullivan:

On March 28, 2013, you were mailed a packet of information, including an offer of \$255.00 for the rights associated with the permanent easement (1,874 square feet) and \$130.00 for the rental of the property within the temporary construction and grading easement (2,357 square feet), for a total offer amount of **\$385.00**. All of this is in connection with the relocation and extension of utilities prior to the Highway 16 widening. As we haven't heard from you since nor have we received signed paperwork, we are trying an alternate address.

Please keep in mind that the City will do everything in its power to return your property to a condition as good as or better than it was found. You will always have access to your property during construction. Your utilities will be re-connected with as little disruption to your service as possible.

Unfortunately, time is running out for negotiations on this project. The contract will go to bid soon and the City of Fayetteville would like to have all easements acquired well before construction begins. All files not settled will result in a resolution being submitted to the City Council seeking their approval to authorize the City Attorney to seek condemnation and possession of the proposed easements from those properties which have not signed easement documents. To avoid files and negotiations being turned over to the City Attorney's office, it is imperative that one of us hear from you as soon as possible.

Should you elect to accept this offer, the *Water/Sewer Easement* previously mailed to you should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the signed easement document and vendor form, a check will be requested and you will be paid the amount indicated in the offer letter.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

A handwritten signature in black ink, appearing to read "David Jurgens".

David Jurgens
Utilities Director
DJ/jsg



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Turn-Key Homes NWA, LLC
P.O. Box 180
Goshen, AR 72735

RE: White River Bridge Water/Sewer Relocates
Tract No. 26
Offer Letter

Dear Sir or Madam:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers \$255.00 for the rights associated with the permanent easement (1,874 square feet) and \$130.00 for the rental of the property within the temporary construction and grading easement (2,357 square feet), for a total offer amount of **\$385.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

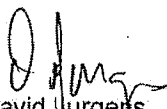
Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,



David Jurgens
Utilities Director

DJ/jsg
Enclosures



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Turn-Key Homes NWA, LLC
P.O. Box 180
Goshen, AR 72735

RE: White River Bridge Water/Sewer Relocates
Tract No. 26
Offer Letter

Dear Sir or Madam:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers \$255.00 for the rights associated with the permanent easement (1,874 square feet) and \$130.00 for the rental of the property within the temporary construction and grading easement (2,357 square feet), for a total offer amount of **\$385.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-14243-000
Tract No. 26

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Turn-Key Homes of Northwest Arkansas, LLC, an Arkansas limited Liability Company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2012-00002368)

A part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows, to-wit: Beginning at a point 43.5 feet West of the Southeast corner of said forty acre tract, and running thence North 6 degrees East 229.8 feet to an iron stake on the South line of the right of way of Highway #16, thence North 70 degrees 30 minutes West along the South right-of-way of Highway 110 feet to an iron stake, thence South 7 degrees West along an existing fence line 272 feet to the South line of said forty acre tract (said point being 229 feet East of the Southwest corner of a five acre tract conveyed to Mrs. Mole E. Thomas by G. A. Lawson and Allie Lawson, his wife, said deed recorded in record book 338 at page 392), thence East 112.5 feet to the point of beginning, containing 0.64 acres, more or less.

LESS AND EXCEPT: That highway right-of-way as deeded to the Arkansas State Highway Commission in Deed Ref. 2012-00029779, containing 79 square feet, more or less, and being a part of AHTD Job No. 040569.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly defined as follows: A twenty (20) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2012-2368 and adjacent to the South line of the new proposed right-of-way of Arkansas State Highway 16 (AHTD Job 040569) and to the existing South right-of-way line of Arkansas Highway 16. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 1,874 square feet (0.04 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 2,357 square feet (0.05 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

**WATER/SEWER EASEMENT
Page 2 of 2**

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

Turn-Key Homes of Northwest Arkansas, LLC

By: _____

[Please print or type Name and Title]

ATTEST:

[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of the **Turn-Key Homes of Northwest Arkansas, LLC, an Arkansas limited Liability Company**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2013.

MY COMMISSION EXPIRES:

Notary Public

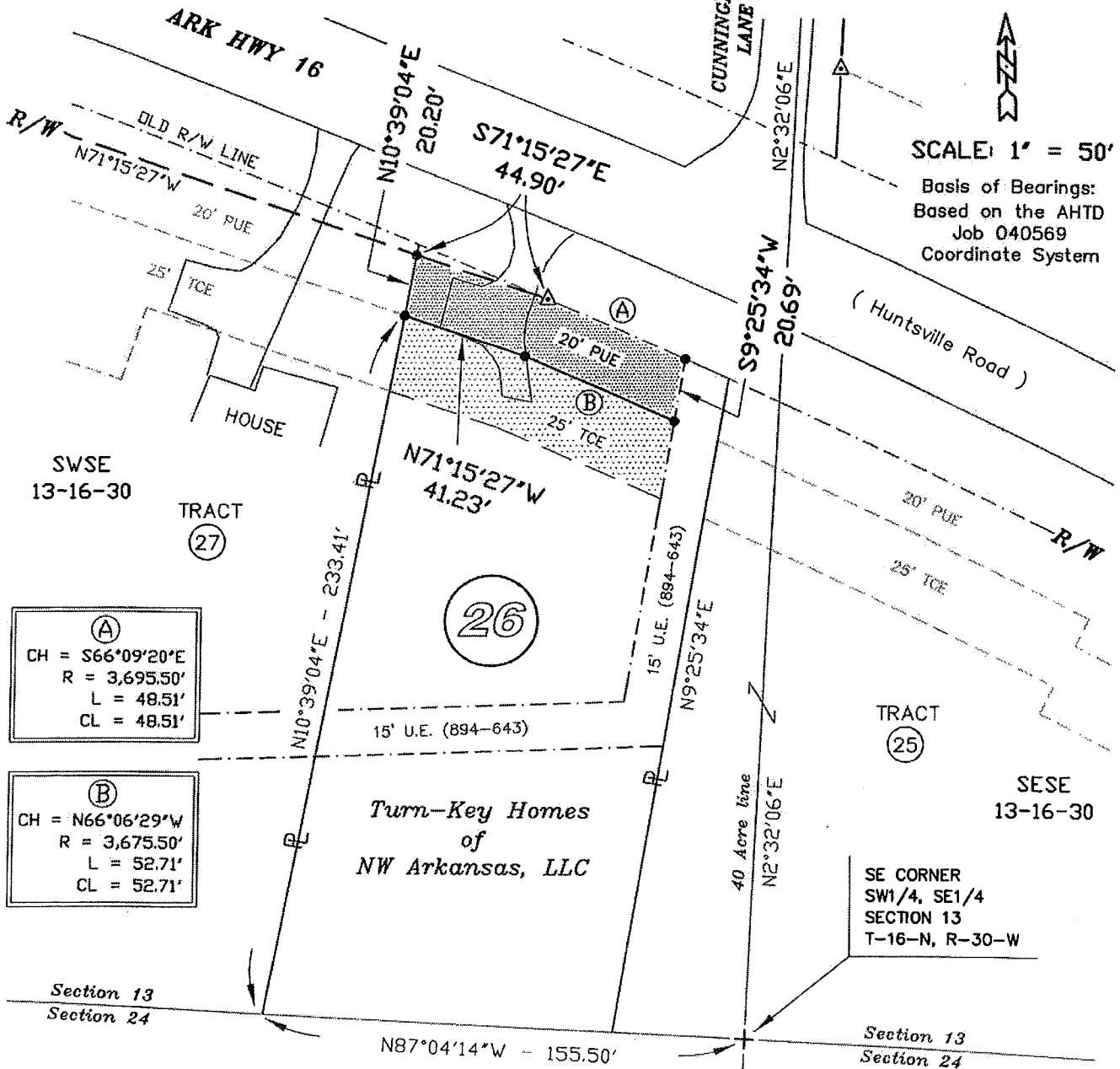
UTILITY EASEMENT PLAT
 TRACT MAP NO. 26
 EXHIBIT "A"

PUE - 1,874 SQ. FT. (0.04 AC.)
 TCE - 2,357 SQ. FT. (0.05 AC.)



SCALE: 1" = 50'

Basis of Bearings:
 Based on the AHTD
 Job 040569
 Coordinate System



(A)
 CH = S66°09'20"E
 R = 3,695.50'
 L = 48.51'
 CL = 48.51'

(B)
 CH = N66°06'29"W
 R = 3,675.50'
 L = 52.71'
 CL = 52.71'

26

TRACT
 25

LEGEND

- Permanent Utility Easement
- Temporary Construction Easement
- Corner of Permanent Utility Easement
- Existing Utility Easement Line
- 765-14243-000 Tax Parcel Number
- 2012-02368 Deed Record
- PUE — Permanent Utility Easement
- TCE — Temporary Construction Easement

| | | | | |
|--|---|------------------|---|--|
| CITY OF FAYETTEVILLE Water & Sewer Department | Property Owner : Turn-Key Homes of NW Ar, LLC | | Project Name : Ar Hwy 16 W/S Line Relocation | |
| | Drawn by : McClelland Consulting Engineers | | No. Revisions Date | |
| | Date: Jan. 2013 | Scale : 1" = 50' | Tract No. 26 | |
| | Project No. 122124 | AHTD Tract No. 6 | | |

PLEASE RETURN TO:

CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(479) 444-3407
FAX: (479) 575-8202

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

- _____ Sole Proprietorship
- _____ Corporation
- _____ Partnership
- _____ Tax-exempt organization under Section 501(a)
- _____ Foreign Government
- _____ Individual
- _____ Other (please explain) Limited Liability Company

Tax Identification Number:

_____ Federal employer identification number

OR

_____ Social Security number (for individual or sole proprietors)

_____ Name associated with above Social Security number

I certify that the above information is true and correct.

Turn-Key Homes NWA, LLC
Name of Individual or Business

Address

City, State, Zip Code

Signature

Date

Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

