

City of Fayetteville Item Review Form

2014-0112

Legistar File Number

March 18, 2014

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Chris Brown

Submitted By

Development Services

Department

Action Required:

A RESOLUTION APPROVING THE SALE OF APPROXIMATELY 4.28 ACRES OF PROPERTY TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR USE AS HIGHWAY RIGHT-OF-WAY ON THE HIGHWAY 16 MIDDLE FORK OF THE WHITE RIVER BRIDGE REPLACEMENT.

Does this item have a cost? No


Cost of this request	Category or Project Budget	Program or Project Name
Account Number	Funds Used to Date	Program or Project Category
Project Number	Remaining Balance	Fund Name

\$0.00

Budgeted Item? Budget Adjustment Attached?

Previous Ordinance or Resolution # _____
Original Contract Number: _____

Comments:


Paul A. Best
Don Mon 3-4-14




V20130812

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 18, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *J.P.*

FROM: Chris Brown, City Engineer

DATE: February 26, 2014

SUBJECT: **Sale of Right of Way on Highway 16 to the Arkansas Highway and Transportation Department for improvements to the bridge over the Middle Fork of the White River**

RECOMMENDATION:

Staff recommends approval of the sale of approximately 4.28 acres of property to the Arkansas Highway and Transportation Department for use as highway right of way on the Highway 16 Middle Fork of the White River bridge replacement.

BACKGROUND:

The Arkansas Highway and Transportation Department is planning a project to replace the bridge over the Middle Fork of the White River. The proposed project includes a new bridge that will accommodate 4 lanes of vehicular traffic, and will also include bike lanes and sidewalks. The total project length, including roadway approach work, is approximately 3000 feet. The City owns property on both sides of the road in this area, as part of the property surrounding Lake Sequoyah. A portion of this property will be needed by the AHTD for right of way to construct the new bridge and approaches.

DISCUSSION:

AHTD is currently in the right of way acquisition phase of the project, and have presented the City with offers for land on either side of Highway 16, as follows:

- 1) Tract 1, on the north side of the road, consists of approximately 1.13 acres. The AHTD has offered \$4,000 for this acreage.
- 2) Tract 4, on the south side of the road, consists of approximately 3.15 acres of right of way and a small temporary construction easement for the construction of a driveway. The AHTD has offered \$11,025 for the right of way and \$25.00 for the temporary construction easement, for a total offer on this tract of \$11,050.

In total, AHTD proposes to acquire 4.28 acres of City property. The total offer amount from AHTD is \$15,050 for the acquisition areas.

Many times in the past, the City has dedicated right of way to AHTD for highway widening projects. Usually, this right of way is a conversion from City right of way to State right of way. In this case, as was the case on Highway 265 adjacent to Lake Fayetteville, the AHTD is proposing to acquire City property owned by the Water and Sewer Department and used as City park property. Therefore, it is appropriate for the AHTD to pay fair market value to the City for this land.

BUDGET/STAFF IMPACT:

Funds received will be transferred to the Water and Sewer Fund.

Attachments:

Tract 1 Offer Letter
Tract 4 & 4E-1 Offer Letter
Tract 1 Contract To Sell
Tract 4 Contract To Sell
Tract 4E-1 Temporary Construction Easement
Exhibit-Location of Tract 1 & Tract 4

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE OF APPROXIMATELY 4.28 ACRES OF RIGHT-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT TO THE ARKANSAS STATE HIGHWAY COMMISSION FOR THE TOTAL AMOUNT OF \$15,050.00 TO FACILITATE THE REPLACEMENT OF THE HIGHWAY 16 BRIDGE ACROSS THE MIDDLE FORK OF THE WHITE RIVER

WHEREAS, the City Council of the City of Fayetteville specifically finds that certain real property described in the attached Exhibits "A" and "B" is no longer needed for municipal purposes; and

WHEREAS, said property is needed by the Arkansas State Highway Commission as right-of-way for the replacement of the Highway 16 bridge across the Middle Fork of the White River,

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 sale of approximately 4.28 acres of right-of-way described in the proposed Contracts to Sell attached to this Resolution as Exhibits "A" and "B", to the Arkansas State Highway Commission for the amount of \$15,025.00 to facilitate the replacement of the Highway 16 bridge across the Middle Fork of the White River.

Section 2. That the City Council of the City of Fayetteville, Arkansas further approves a temporary construction easement as described in the attached Exhibit "C" in favor of the Arkansas State Highway Commission for the amount of \$25.00 to facilitate the bridge replacement.

Section 3. That the Mayor is authorized to execute all deeds and agreements necessary to effectuate the transfer.

PASSED and APPROVED this 18th day of March, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

JOB NAME: Middle Fork White River Str. & Apprs. (Fayetteville)

JOB
TRACT

040641
1

ORIGINAL

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Fayetteville
Address: POC: Connie Edmonston
113 West Mountain Rd.; Fayetteville, AR 72701

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the West half Southeast Quarter and part the Southeast Quarter of the Southeast Quarter, all being in of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas more particularly described as follows:

Commencing at a 5/8 inch rebar being used as the Center South Sixteenth Corner of Section 21; thence South 87° 18' 07" East along the South line of the Northwest Quarter of the Southeast Quarter of Section 21 a distance of 946.61 feet to a point on the Northeasterly right of way line of Arkansas State Highway 16 as established by AHTD Job 9424 to the POINT OF BEGINNING; thence in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1657.47 feet a distance of 419.55 feet having a chord bearing of North 41° 30' 40" West a distance of 418.43 feet to a point; thence North 34° 15' 34" West along said right of way line a distance of 239.33 feet to a point on the Northeasterly right of way line of Arkansas State Highway 16 as established by AHTD Job 040641; thence South 56° 15' 51" East along said right of way line a distance of 107.81 feet to a point; thence South 35° 53' 55" East along said right of way line a distance of 294.50 feet to a point; thence South 37° 40' 16" East along said right of way line a distance of 190.75 feet to a point; thence South 49° 40' 23" East along said right of way line a distance of 190.75 feet to a point; thence South 51° 10' 07" East along said right of way line a distance of 190.29 feet to a point; thence South 55° 56' 34" East along said right of way line a distance of 174.57 feet to a point; thence South 55° 56' 59" East along said right of way line a distance of 375.01 feet to a point; thence South 46° 07' 29" East along said right of way line a distance of 50.74 feet to a point on the Northeasterly right of way line of Arkansas State Highway 16 as established by AHTD Job 9424; thence North 55° 58' 00" West along said right of way line a distance of 708.92 feet to a point; thence in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1657.47 feet a distance of 208.40 feet having a chord bearing of North 52° 21' 53" West a distance of 208.26 feet to the point of beginning and containing 0.79 arces more less as shown on plans prepared by the AHTD referenced as Job 040641.

AND ALSO:

Part of the Southeast Quarter of the Southeast Quarter of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas more particularly described as follows:



Commencing at an iron pin (State Monument) being used as the Section Corner of Section's 21, 22, 27 and 28; thence North 02° 30' 33" East along the East line of the Southeast Quarter of the Southeast Quarter of Section 21 a distance of 374.81 feet to a point on the Northeasterly right of way line of Arkansas State Highway 16 as established by AHTD Job 9424; thence in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1888.03 feet a distance of 38.97 feet having a chord bearing of North 67° 59' 30" West a distance of 38.97 feet to a point; thence continue in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1888.03 feet a distance of 326.87 feet having a chord bearing of North 62° 26' 26" West a distance of 326.46 feet to the POINT OF BEGINNING; thence continue in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1888.03 feet a distance of 49.90 feet having a chord bearing of North 56° 43' 25" West a distance of 49.90 feet to a point; thence North 55° 58' 00" West along said right of way line a distance of 200.11 feet to a point on the Northeasterly right of way line of Arkansas State Highway 16 as established by AHTD Job 040641; thence South 65° 37' 37" East along said right of way line a distance of 50.72 feet to a point; thence South 55° 56' 59" East along said right of way line a distance of 150.00 feet to a point; thence South 47° 05' 27" East along said right of way line a distance of 50.60 feet to the point of beginning and containing 0.04 arces more less as shown on plans prepared by the AHTD referenced as Job 040641.

AND ALSO:

Part of the Southeast Quarter of the Southeast Quarter of Section 21 and part of the Southwest Quarter of the Southwest Quarter of Section 22 all being in, Township 16 North, Range 29 West, Washington County, Arkansas more particularly described as follows:

Commencing at an iron pin (State Monument) being used as the Section Corner of Section's 21, 22, 27 and 28; thence North 02° 30' 33" East along the East line of the Southeast Quarter of the Southeast Quarter of Section 21 a distance of 374.81 feet to a point on the Northeasterly right of way line of Arkansas State Highway 16 as established by AHTD Job 9424 to the POINT OF BEGINNING; thence in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1888.03 feet a distance of 38.97 feet having a chord bearing of North 67° 59' 30" West a distance of 38.97 feet to a point on the Northeasterly tight of way of Arkansas State Highway 16 as established by AHTD Job 040641; thence South 79° 43' 26" East along said right of way line a distance of 241.75 feet to a point; thence South 76° 11' 11" East along said right of way line a distance of 150.08 feet to a point; thence South 72° 23' 06" East along said right of way line a distance of 150.75 feet to a point; thence South 72° 28' 55" East along said right of way line a distance of 100.48 feet to a point on the Northeasterly right of way line of Arkansas State Highway 16 as established by AHTD Job 9424; thence North 78° 03' 50" West along said right of way line a distance of 292.30 feet to a point; thence South 11° 56' 10" West along said right of way line a distance of 10.00 feet to a point; thence in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1888.03 feet a distance of 312.41 feet having a chord bearing of North 73° 19' 25" West a distance of 312.06 feet to the point of beginning and containing 0.30 arces more less as shown on plans prepared by the AHTD referenced as Job 040641.

Total area to acquire containing 1.13 arces more or less.

G.A.

12/31/12

- Uncontrolled Access
- Partially Controlled Access – Access break from Station _____ to Station _____
- Fully Controlled Access
- Fully Controlled Access with a frontage road
- Maintenance Agreement

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

PAYMENT DUE ----- **\$4,000.00**
 (Appraised value offered by the Commission for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

The Commission shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said Commission shall declare its intention to exercise this "Contract to Sell" including the right to purchase said land, the Grantor(s) will execute and sign a General Warranty Deed when presented by the Commission and receive payment of the stated "Payment Due" from the said Commission, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said Commission shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission.

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 20____

 Signature

 Signature

 Signature

 Signature

A C K N O W L E D G M E N T

STATE OF _____)
 COUNTY _____)

SS

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20____.

 MY COMMISSION EXPIRES:

 NOTARY PUBLIC

JOB NAME: Middle Fork White River Str. & Apprs. (Fayetteville)

JOB
TRACT

040641
4

ORIGINAL

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Fayetteville
Address: 113 W. Mountain Road; Fayetteville, AR 72701

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the South half of the Southeast Quarter of Section 21 and part of the Southwest Quarter of the Southwest of Section 22 all being in, Township 16 North, Range 29 West, Washington County, Arkansas more particularly described as follows:

Commencing at a half inch rebar with cap being used as the East Sixteenth Corner of Section 21; thence North 02° 42' 15" East along the East line of the Southwest Quarter of the Southeast Quarter of Section 21 a distance of 863.47 feet to a point on the Southwesterly right of way line of Arkansas State Highway 16 as established by AHTD Job 040641 to the POINT OF BEGINNING; thence North 55° 00' 06" West along said right of way line a distance of 45.14 feet to a point; thence North 19° 00' 49" East a distance of 84.10 feet to a point on the Southwesterly right of way line of Arkansas State Highway 16 as established by AHTD Job 9424; thence South 55° 58' 00" East along said right of way line a distance of 1074.06 feet to a point; thence in a Southeasterly direction along said right of way line on a curve to the left having a radius of 1988.03 feet a distance of 471.92 feet having a chord bearing of South 62° 46' 01" East a distance of 470.81 feet to a point; thence continue in a Southeasterly direction along said right of way line on a curve to the left having a radius of 1988.03 feet a distance of 247.68 feet having a chord bearing of South 73° 08' 12" East a distance of 247.52 feet to a point; thence South 30° 25' 39" West a distance of 44.57 feet to a point on the Southwesterly right of way line of Arkansas State Highway 16 as established by AHTD Job 040641; thence North 79° 31' 40" West along said right of way line a distance of 146.41 feet to a point; thence North 74° 24' 15" West along said right of way line a distance of 213.92 feet to a point; thence North 64° 33' 04" West along said right of way line a distance of 216.31 feet to a point; thence North 56° 17' 44" West along said right of way line a distance of 405.93 feet to a point; thence North 58° 40' 10" West along said right of way line a distance of 421.47 feet to a point; thence North 48° 44' 08" West along said right of way line a distance of 79.63 feet to a point; thence North 55° 00' 06" West along said right of way line a distance of 257.01 feet to the point of beginning and containing 3.15 acres more less as shown on plans prepared by the AHTD referenced as Job 040641.

G.A.

12/31/12

- Uncontrolled Access
- Partially Controlled Access – Access break from Station _____ to Station _____
- Fully Controlled Access
- Fully Controlled Access with a frontage road
- Maintenance Agreement

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator
By _____ Date _____



\$11,025.00

PAYMENT DUE

(Appraised value offered by the Commission for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

The Commission shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said Commission shall declare its intention to exercise this "Contract to Sell" including the right to purchase said land, the Grantor(s) will execute and sign a General Warranty Deed when presented by the Commission and receive payment of the stated "Payment Due" from the said Commission, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said Commission shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission.

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 20_____

Signature

Signature

Signature

Signature

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20_____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

ORIGINAL

JOB: 040641
TRACT: 4E-1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT City of Fayetteville for and in consideration of Twenty Five Dollars, (\$25.00), and other valuable considerations, to us cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby give and grant to the Arkansas State Highway Commission, it's successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 040641, and designated as Tract No. 4E-1 situated in the County of Washington, State of Arkansas.

This temporary easement as conditioned above shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature of this _____ day of _____, 20_____.

Signature

Signature

ACKNOWLEDGMENT

STATE OF)
)
) SS
COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public ___ day of _____, 20_____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC



ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

City of Fayetteville
POC: Connie Edmonston
113 West Mountain Rd.
Fayetteville, AR 72701

Re: Job 040641
Middle Fork White River Str & Apprs
(Fayetteville)
Washington County
Tract: 1

Dear Property Owner(s):

A negotiator for the Arkansas State Highway Commission has presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property needed is attached. The negotiator will contact you within 10 business days for your response that should include all issues or concerns you may have regarding the offer. It is anticipated that negotiations should be concluded within 30 calendar days from the date of the initial contact.

The offer of \$4,000.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: \$4,000.00 as just compensation for the realty to be acquired, and \$-0- for market damage to the remaining lands.

Should you elect to accept this offer, the State will determine if you convey a merchantable title, and if so, a property deed conveying the land to the Arkansas State Highway Commission will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the Arkansas State Highway Commission elects to do so, a condemnation suite will be filed and the amount that the Arkansas State Highway Commission has determined to be estimated just compensation for your property will be deposited into the Registry of the Circuit Court of the County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby, disposing of the condemnation suit.

Page 2
City of Fayetteville

If you do not elect to accept the amount deposited as estimated just compensation, than you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Yours truly,



Perry M. Johnston
Division Head
Right of Way Division

PMJ:km

JOB NAME: Middle Fork White River Str. & Apprs. (Fayetteville)

JOB
TRACT

040641
1

ORIGINAL

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AND ALSO:

Part of the Southeast Quarter of the Southeast Quarter of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas more particularly described as follows:

Commencing at an iron pin (State Monument) being used as the Section Corner of Section's 21, 22, 27 and 28; thence North 02° 30' 33" East along the East line of the Southeast Quarter of the Southeast Quarter of Section 21 a distance of 374.81 feet to a point on the Northeasterly right of way line of Arkansas State Highway 16 as established by AHTD Job 9424; thence in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1888.03 feet a distance of 38.97 feet having a chord bearing of North 67° 59' 30" West a distance of 38.97 feet to a point; thence continue in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1888.03 feet a distance of 326.87 feet having a chord bearing of North 62° 26' 26" West a distance of 326.46 feet to the POINT OF BEGINNING; thence continue in a Northwesterly direction along said right of way line on a curve to the right having a radius of 1888.03 feet a distance of 49.90 feet having a chord bearing of North 56° 43' 25" West a distance of 49.90 feet to a point; thence North 55° 58' 00" West along said right of way line a distance of 200.11 feet to a point on the Northeasterly right of way line of Arkansas State Highway 16 as established by AHTD Job 040641; thence South 65° 37' 37" East along said right of way line a distance of 50.72 feet to a point; thence South 55° 56' 59" East along said right of way line a distance of 150.00 feet to a point; thence South 47° 05' 27" East along said right of way line a distance of 50.60 feet to the point of beginning and containing 0.04 arces more less as shown on plans prepared by the AHTD referenced as Job 040641.

AND ALSO:

Part of the Southeast Quarter of the Southeast Quarter of Section 21 and part of the Southwest Quarter of the Southwest Quarter of Section 22 all being in, Township 16 North, Range 29 West, Washington County, Arkansas more particularly described as follows:

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Total area to acquire containing 1.13 arces more or less.

G.A.

12/31/12

- Uncontrolled Access
- Partially Controlled Access – Access break from Station _____ to Station _____
- Fully Controlled Access
- Fully Controlled Access with a frontage road
- Maintenance Agreement

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

PAYMENT DUE ----- **\$4,000.00**

(Appraised value offered by the Commission for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

The Commission shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said Commission shall declare its intention to exercise this "Contract to Sell" including the right to purchase said land, the Grantor(s) will execute and sign a General Warranty Deed when presented by the Commission and receive payment of the stated "Payment Due" from the said Commission, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said Commission shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission.

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 20____

Signature

Signature

Signature

Signature

ACKNOWLEDGMENT

STATE OF)
))
COUNTY)

SS

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

Date

City of Fayetteville
113 W. Mountain Road
Fayetteville, AR 72701

Re: Job 040641
Middle Fork White River Str. & Apprs.
(Fayetteville)
Washington County
Tract 4, 4E-1

Dear Property Owner(s):

An Acquisition Agent for the Arkansas State Highway Commission presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property needed is attached hereto. The acquisition agent will contact you within 10 business days for your response that should include all issues or concerns you may have regarding the offer. It is anticipated that negotiations should be concluded within 30 calendar days from the date of the initial contact.

The offer of \$11,050.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: \$11,025.00 as just compensation for the realty to be acquired, \$25.00 for the Temporary Construction Easement and \$0.00 for market damage to the remaining lands.

Should you elect to accept this offer, the State will determine if you can convey a merchantable title, and if so, a proper deed conveying the land to the Arkansas State Highway Commission will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the Arkansas State Highway Commission elects to do so, a condemnation suit will be filed and the amount that the Arkansas State Highway Commission has determined to be estimated just compensation for your property will be deposited into the registry of the Circuit Court of this County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby disposing of the condemnation suit.

Page 2
City of Fayetteville

If you do not elect to accept the amount deposited as estimated just compensation, then you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Yours truly,



Perry M. Johnston
Division Head
Right of Way Division

PMJ:km

JOB NAME: Middle Fork White River Str. & Apprs. (Fayetteville)

JOB
TRACT

040641
4

ORIGINAL

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Fayetteville
Address: 113 W. Mountain Road; Fayetteville, AR 72701

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the South half of the Southeast Quarter of Section 21 and part of the Southwest Quarter of the Southwest of Section 22 all being in, Township 16 North, Range 29 West, Washington County, Arkansas more particularly described as follows:

Commencing at a half inch rebar with cap being used as the East Sixteenth Corner of Section 21; thence North 02° 42' 15" East along the East line of the Southwest Quarter of the Southeast Quarter of Section 21 a distance of 863.47 feet to a point on the Southwesterly right of way line of Arkansas State Highway 16 as established by AHTD Job 040641 to the POINT OF BEGINNING; thence North 55° 00' 06" West along said right of way line a distance of 45.14 feet to a point; thence North 19° 00' 49" East a distance of 84.10 feet to a point on the Southwesterly right of way line of Arkansas State Highway 16 as established by AHTD Job 9424; thence South 55° 58' 00" East along said right of way line a distance of 1074.06 feet to a point; thence in a Southeasterly direction along said right of way line on a curve to the left having a radius of 1988.03 feet a distance of 471.92 feet having a chord bearing of South 62° 46' 01" East a distance of 470.81 feet to a point; thence continue in a Southeasterly direction along said right of way line on a curve to the left having a radius of 1988.03 feet a distance of 247.68 feet having a chord bearing of South 73° 08' 12" East a distance of 247.52 feet to a point; thence South 30° 25' 39" West a distance of 44.57 feet to a point on the Southwesterly right of way line of Arkansas State Highway 16 as established by AHTD Job 040641; thence North 79° 31' 40" West along said right of way line a distance of 146.41 feet to a point; thence North 74° 24' 15" West along said right of way line a distance of 213.92 feet to a point; thence North 64° 33' 04" West along said right of way line a distance of 216.31 feet to a point; thence North 56° 17' 44" West along said right of way line a distance of 405.93 feet to a point; thence North 58° 40' 10" West along said right of way line a distance of 421.47 feet to a point; thence North 48° 44' 08" West along said right of way line a distance of 79.63 feet to a point; thence North 55° 00' 06" West along said right of way line a distance of 257.01 feet to the point of beginning and containing 3.15 acres more less as shown on plans prepared by the AHTD referenced as Job 040641.

G.A.

12/31/12

- Uncontrolled Access
- Partially Controlled Access – Access break from Station _____ to Station _____
- Fully Controlled Access
- Fully Controlled Access with a frontage road
- Maintenance Agreement

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator
By _____ Date _____

PAYMENT DUE ----- **\$11,025.00**

(Appraised value offered by the Commission for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

The Commission shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said Commission shall declare its intention to exercise this "Contract to Sell" including the right to purchase said land, the Grantor(s) will execute and sign a General Warranty Deed when presented by the Commission and receive payment of the stated "Payment Due" from the said Commission, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said Commission shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission.

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 20____

Signature

Signature

Signature

Signature

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

ORIGINAL

JOB: 040641
 TRACT: 4E-1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT City of Fayetteville for and in consideration of Twenty Five Dollars, (\$25.00), and other valuable considerations, to us cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby give and grant to the Arkansas State Highway Commission, it's successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 040641, and designated as Tract No. 4E-1 situated in the County of Washington, State of Arkansas.

This temporary easement as conditioned above shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature of this _____ day of _____, 20____.

 Signature

 Signature

ACKNOWLEDGMENT

STATE OF)
) SS
 COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public ____ day of _____, 20____.

 MY COMMISSION EXPIRES:

 NOTARY PUBLIC

