

City of Fayetteville Staff Review Form

2014-0371

Legistar File ID

9/2/2014

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

Billy Ammons

8/15/2014

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Property Line Adjustment, Elkins Easement Correction & New Easement Acquisition between City of Fayetteville and Daniel Spencer for Construction and Operation Activities Pertaining to the Lake Sequoyah Sediment Removal Project

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

8/19/14

Paul A. Borden

8-19-2014
Lm Mm 8-19-14

ENTERED
8/18/14

ENTERED
8/19/14

Approval Date: _____

[Handwritten Signature]




CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER, 2ND 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Billy Ammons, Wastewater Treatment 

DATE: 08/15/2014

SUBJECT: Property Line Adjustment, Elkins Easement Correction & New Easement Acquisition between City of Fayetteville and Daniel Spencer for Construction and Operation Activities Pertaining to the Lake Sequoyah Sediment Removal Project

RECOMMENDATION:

Project staff recommend an adjustment to a property line, located at the Lake Sequoyah Sediment Removal Project Area, shared by the City of Fayetteville and the adjacent private property owner, Daniel Spencer. The property line adjustment would include 1) The exchange of land areas 2) The acquisition of a permanent utility easement and temporary construction easement necessary for sediment removal from Lake Sequoyah 3) The replacement of a wire-fence by Daniel Spencer to keep livestock out of the sediment removal project site. Additionally this property line adjustment will address a number of pre-existing issues including 1) Revisions to a 1992 land deed description that delineates City of Fayetteville property 1 foot from Daniel Spencer's permanent residence 2) Relocation of property line to incorporate an asphalt drive and length of water utility line to corresponding residence onto Daniel Spencer's property.

BACKGROUND:

An essential component of Fayetteville's Sediment Removal Project at Lake Sequoyah will be installation of an 8 inch force-main pipeline to convey collected clarified water from the project area to the City's sanitary sewer system (see Exhibit Pipeline Route). The pipeline route will require acquisition of a permanent utility easement parallel to East Huntsville Rd that crosses private property owned by Daniel Spencer (see Exhibit Easement Route). Project planning activities have uncovered property related issues including:

- 1) Poorly delineated property line between City of Fayetteville and Daniel Spencer that leaves access to private residences (i.e. residence drive, drive-way, and sidewalks) on City property (see Exhibit)
- 2) Errors on legal description of Elkins force-main easement (see Exhibit Deed & Map)

While negotiating acquisition of new easement for the project pipeline, staff have worked with both Daniel Spencer and City staff to develop this recommended proposal that provides a permanent solution to existing issues.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN EQUAL PROPERTY EXCHANGE OF ABOUT SIX ACRES WITH DANIEL SPENCER, TO AUTHORIZE THE ACQUISITION OF EASEMENTS NECESSARY FOR CONSTRUCTION AND OPERATION ACTIVITIES PERTAINING TO THE LAKE SEQUOYAH SEDIMENT REMOVAL PROJECT, TO AUTHORIZE MAYOR JORDAN TO EXECUTE THE NECESSARY DEEDS AND TO APPROVE A LOT LINE ADJUSTMENT

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 approves an equal property exchange of about 6 acres with Daniel Spencer, authorizes the acquisition of easements necessary for construction and operation activities pertaining to the Lake Sequoyah sediment removal project, authorizes Mayor Jordan to execute the necessary deeds, and approves a lot line adjustment.

PASSED and **APPROVED** this 2nd day of September, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Dan A. Spencer and Anita K. Spencer, 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: 92-1643—first legal)

Part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 21, Township 16 North, Range 29 West, more particularly described as follows, to-wit: Beginning at the Northwest corner of said 40 acre tract 330 feet; thence Southwesterly to a point in the East boundary line of said 40 acre tract which point is also a point in the north of the right of way of State Highway No. 16; thence South on said East line to the South right of way of said Highway No. 16; thence North 81 degrees 17 minutes West 100.7 feet with said South right of way line, thence West with the South right of way line 1221 feet to the West line of said 40 acre tract; thence North to the point of beginning. Subject to that portion that lies in Lewis Woods Lane on the West side thereof. Also subject to all easements and rights of way of record.

PERMANENT EASEMENT DESCRIPTION:

A 5-foot permanent easement located along the northern-most edge of a 25-foot easement originally recorded in Book 1044, at page 513, corrected and replaced with an easement recorded as Document No. _____, described as: Centerline of easement, commencing at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas, and running thence N02°45'59"E 230.54', S88°26'15"E 10.00', and N02°45'59"E 35.22' to a point on the East right of way of Lewis Woods Lane and the true Point of Beginning and thence leaving said right of way S88°14'14"E 57.08', thence S87°11'36"E 70.39', thence S88°43'45"E 99.80', thence S86°53'01"E 109.83', thence S89°23'23"E 86.69', S85°19'52"E 67.09', thence S83°23'12"E 152.41', thence S83°40'16"E 177.45', thence S81°45'18"E 61.17' to the point of termination. The sidelines of said easement shall be prolonged or shortened so as to begin at the East right of way of Lewis Woods Lane and to terminate at a line that bears N20°15'46"W running through said point of termination. See attached Exhibit.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Also a 20' temporary construction and grading easement adjacent to the north line of the above described 5-foot permanent easement as shown on the attached exhibit.

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.

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.

WATER/SEWER EASEMENT
Page 2 of 2

WITNESS the execution hereof on this the _____ day of _____, 2014.

Dan A. Spencer

Anita K. Spencer

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

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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 **Dan A. Spencer and Anita K. Spencer, husband and wife**, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that she/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 _____, 2014.

MY COMMISSION EXPIRES:

Notary Public

CORRECTION WATER/SEWER EASEMENT

(This easement to correct and replace easement filed for record 7-1-81 and
Recorded in deed record 1044-513 from Herbert A. & Marie Lewis)

BE IT KNOWN BY THESE PRESENTS:

THAT **Dan A. Spencer and Anita K. Spencer, 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 Elkins, 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: 92-1643—first legal)

Part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 21, Township 16 North, Range 29 West, more particularly described as follows, to-wit: Beginning at the Northwest corner of said 40 acre tract 330 feet; thence Southwesterly to a point in the East boundary line of said 40 acre tract which point is also a point in the north of the right of way of State Highway No. 16; thence South on said East line to the South right of way of said Highway No. 16; thence North 81 degrees 17 minutes West 100.7 feet with said South right of way line, thence West with the South right of way line 1221 feet to the West line of said 40 acre tract; thence North to the point of beginning. Subject to that portion that lies in Lewis Woods Lane on the West side thereof. Also subject to all easements and rights of way of record.

PERMANENT EASEMENT DESCRIPTION:

A 25' wide utility easement lying parallel to and along the North right of way of Arkansas State Highway #16 located in the Southwest Quarter of the Northwest Quarter of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas, the South line of said easements being more particularly described as follows, to-wit: Beginning at the intersection of the West right of way of Lewis Woods Lane and the North right of way of Arkansas Highway #16 which is N02°45'59"E 230.54' and S88°26'15"E 10.00' from the Southwest corner of said forty acre tract and running thence along said North right of way of Arkansas Highway #16 the following: S88°26'15"E 231.21', N01°33'45"E 10.00', S88°26'15"E 137.79', S87°33'41"E 156.88', along a curve to the right having a radius of 7007.63 feet for a chord bearing and distance of S83°14'22"E 364.08' to the point of termination. The sidelines of said easement shall be prolonged or shortened so as to begin at the East right of way of Lewis Woods Lane and to terminate at a line that bears N20°15'46"W running through said point of termination.

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 _____, 2014.

Dan A. Spencer

Anita K. Spencer

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

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}

ss.

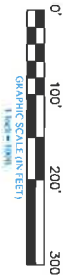
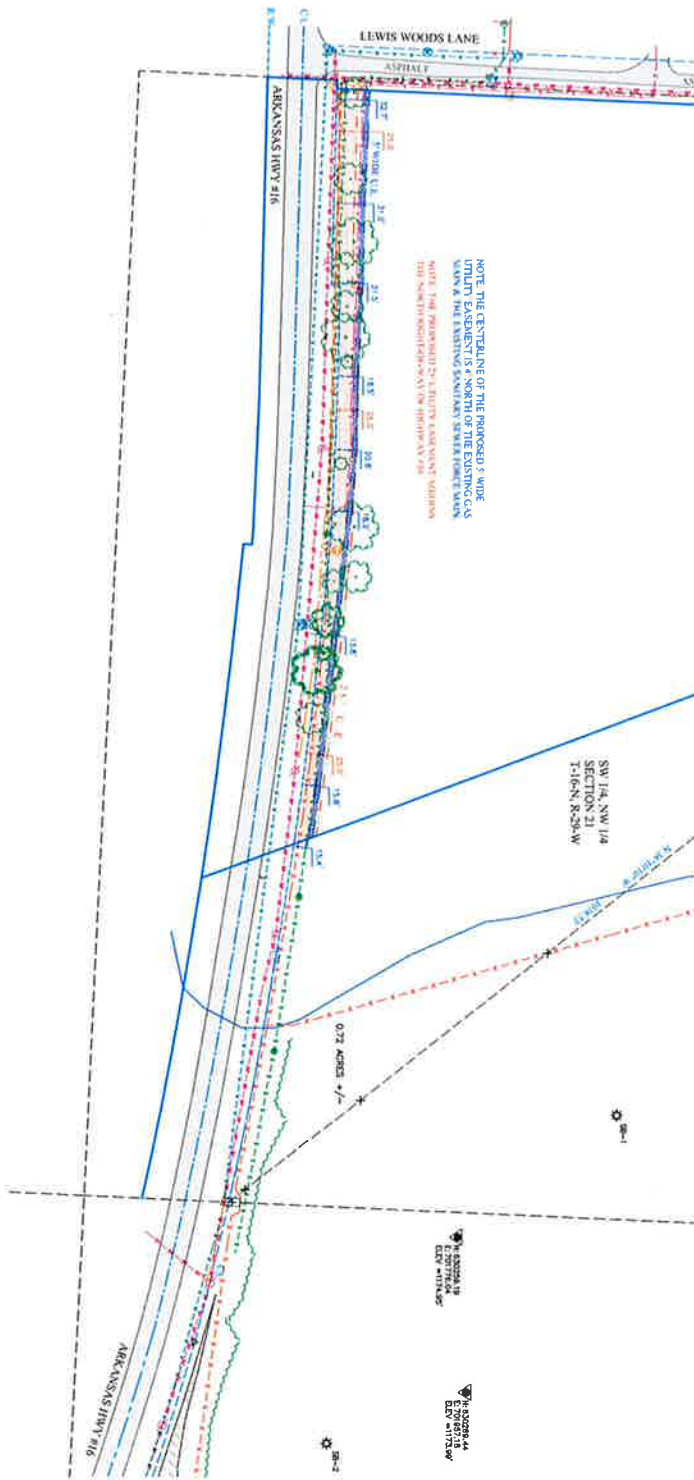
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan A. Spencer and Anita K. Spencer, husband and wife**, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that she/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 _____, 2014.

MY COMMISSION EXPIRES:

Notary Public

EASEMENT "EXHIBIT"



FOR USE AND BENEFIT OF
CH2MHILL
 THE CITY OF
Fayetteville
 ARKANSAS

DATE: 8/1/2014

LOCATION:
 SECTION 21
 T10N, R25W
 RANGE 24 WEST

Bates & Associates, Inc.
 Civil Engineering/ Land Surveying/ Landscape Architecture
 101 W. Oak Avenue St. Fayetteville, Arkansas 72701-1445 (501) 783-8227

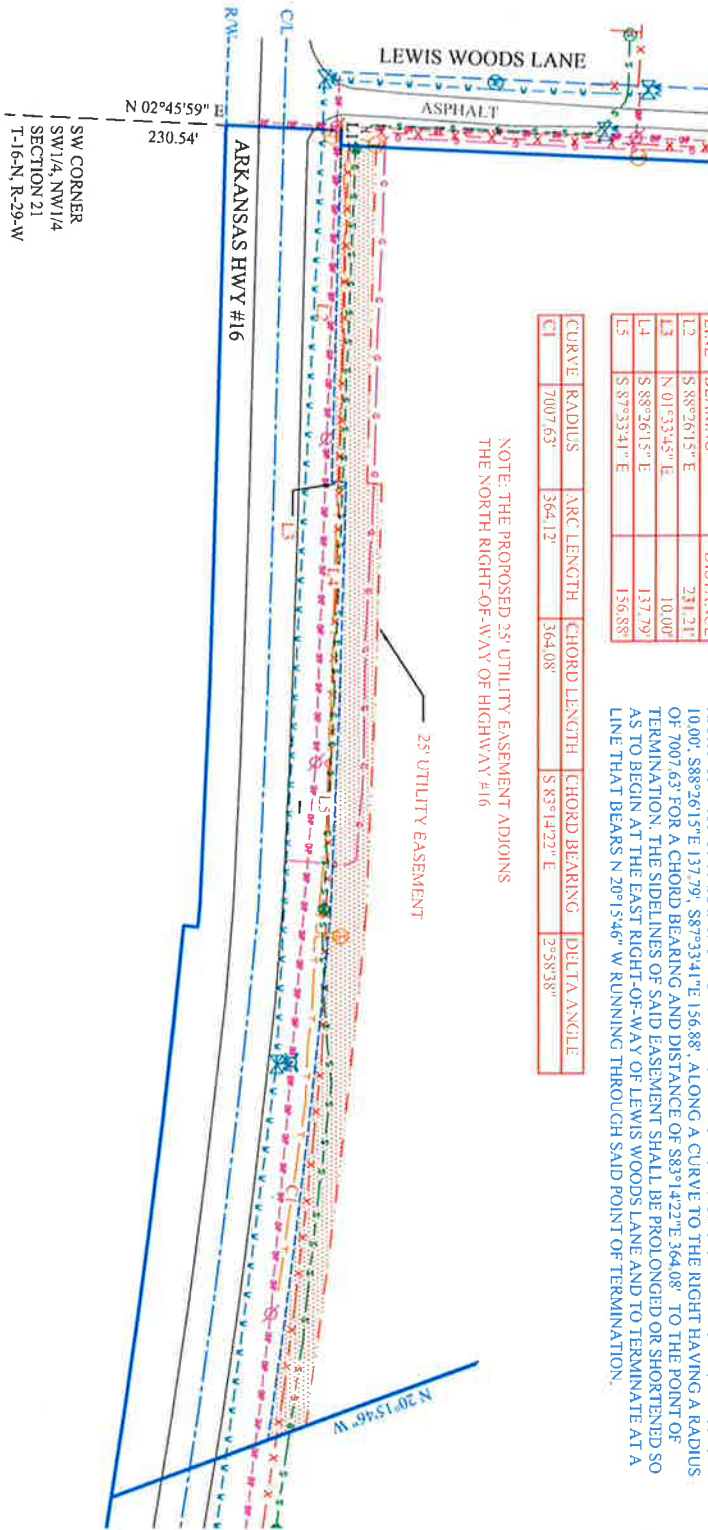
LEGEND: THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

	CABLE PEDESTAL		BOUNDARY LINE (MEASURED)		GAS LINE
	TELEPHONE PEDESTAL		RIGHT OF WAY LINE		TELEPHONE LINE
	WATER METER		CENTERLINE OF ROAD		
	ACCESS ROAD		RIGHT-OF-WAY		
	FIRE HYDRANT		WATER LINE		
	RIGHT-OF-WAY MARKER		OVERHEAD POWER LINE		
	POWER POLE		SEWER LINE		
	GAS VALVE		FENCE		
	WATER VALVE		PROPOSED UTILITY EASEMENT		
	ELECTRICAL BOX		PROPOSED UTILITY EASEMENT		





EASEMENT EXHIBIT



LINE	BEARING	DISTANCE
L1	N 88°26'15\" W	10.00'
L2	S 88°26'15\" E	231.21'
L3	N 01°53'34\" E	10.00'
L4	S 88°26'15\" E	137.79'
L5	S 87°33'41\" E	156.88'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	7007.63'	364.12'	364.08'	S 83°14'22\" E	2°58'38\"

NOTE: THE PROPOSED 25' UTILITY EASEMENT ADJOINS THE NORTH RIGHT-OF-WAY OF HIGHWAY #16

SURVEY DESCRIPTION:
A 25' WIDE UTILITY EASEMENT LYING PARALLEL TO AND ALONG THE NORTH RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY #16 LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS. THE SOUTH LINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO-WIT: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF LEWIS WOODS LANE AND THE NORTH RIGHT-OF-WAY OF ARKANSAS HIGHWAY #16 WHICH IS N02°45'59\" E 230.54' AND S88°26'15\" E 10.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY OF ARKANSAS HIGHWAY #16 THE FOLLOWING: S88°26'15\" E 231.21', N01°53'45\" E 10.00', S88°26'15\" E 137.79', S87°33'41\" E 156.88', ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7007.63' FOR A CHORD BEARING AND DISTANCE OF S83°14'22\" E 364.08' TO THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN AT THE EAST RIGHT-OF-WAY OF LEWIS WOODS LANE AND TO TERMINATE AT A LINE THAT BEARS N 20°15'46\" W RUNNING THROUGH SAID POINT OF TERMINATION.

LEGEND: THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

	BOUNDARY LINE (MEASURED)
	FORTY LINE/TIE LINE
	CENTERLINE OF ROAD
	RIGHT-OF-WAY
	WATER LINE
	OVERHEAD POWER LINE
	SEWER LINE
	FENCE
	PROPOSED 5' UTILITY EASEMENT
	GAS LINE
	TELEPHONE LINE

DRAWING # 14-BE25FT

FOR USE AND BENEFIT OF:
CITY OF FAYETTEVILLE

ADDRESS:
**CITY OF FAYETTEVILLE
WASHINGTON COUNTY, ARKANSAS**

DATE: _____

LOCATION: SECTION: 21
TOWNSHIP: 16 NORTH
RANGE: 29 WEST

Bates & Associates, Inc.
Civil Engineering - Land Surveying - Landscape Architecture

91 W. Colt Square Dr., Fayetteville, Arkansas 72703 - 479.442.9350 - Fax 479.521.9350

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This survey was conducted for the person or persons whose names appear on this plat. This plat is prepared by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made an independent investigation for encumbrances of record, encroachments, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the herein cited maps. Furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

SCALE: 1" = 100'

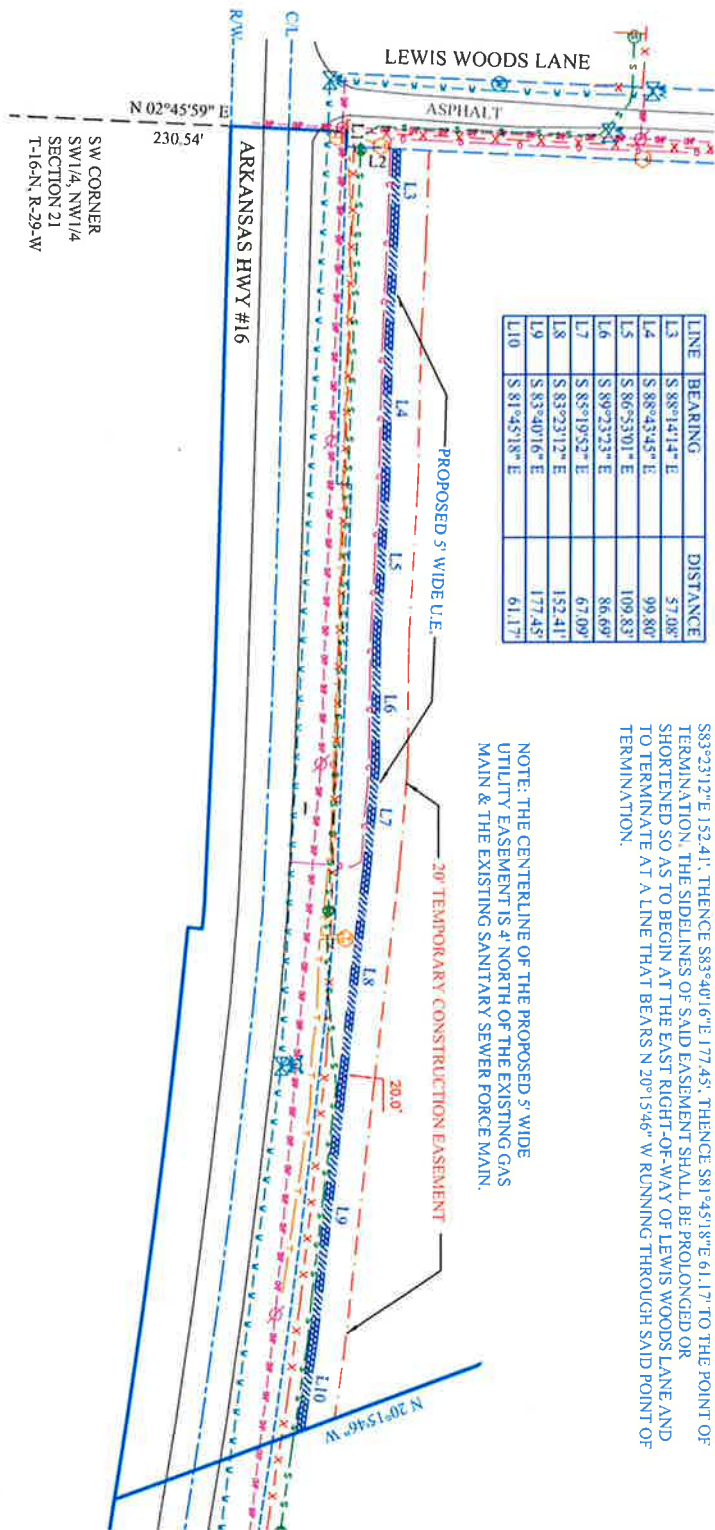
SURVEYED: XX
DRAFTED: RC
REVIEWED: XX



EASEMENT EXHIBIT

LINE	BEARING	DISTANCE
L1	N 88°26'15" W	10.00'
L2	S 02°45'59" W	35.22'

LINE	BEARING	DISTANCE
L3	S 88°14'14" E	57.08'
L4	S 88°43'45" E	99.80'
L5	S 86°53'01" E	109.83'
L6	S 89°23'23" E	86.69'
L7	S 85°19'52" E	67.09'
L8	S 83°23'12" E	152.41'
L9	S 83°40'16" E	177.45'
L10	S 81°45'18" E	61.17'



SW CORNER
SW1/4, NW1/4
SECTION 21
T-16-N, R-29-W

N 02°45'59" E
230.54'

ARKANSAS HWY #16

LEWIS WOODS LANE

ASPHALT

PROPOSED 5' WIDE U.E.

20' TEMPORARY CONSTRUCTION EASEMENT

20.0'

N 20°15'46" W

NOTE: THE CENTERLINE OF THE PROPOSED 5' WIDE UTILITY EASEMENT IS 4' NORTH OF THE EXISTING GAS MAIN & THE EXISTING SANITARY SEWER FORCE MAIN.

SURVEY DESCRIPTION:
A 5' WIDE SEWER EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS. THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°45'59"E 230.54'; THENCE S88°26'15"E 10.00'; THENCE N02°45'59"E 35.22'; TO A POINT ON THE EAST RIGHT-OF-WAY OF LEWIS WOODS LANE AND THE TRUE POINT OF BEGINNING AND THENCE LEAVING SAID RIGHT-OF-WAY S88°14'14"E 57.08'; THENCE S87°11'36"E 70.39'; THENCE S88°43'45"E 99.80'; THENCE S86°53'01"E 109.83'; THENCE S89°23'23"E 86.69'; THENCE S85°19'52"E 67.09'; THENCE S83°23'12"E 152.41'; THENCE S83°40'16"E 177.45'; THENCE S81°45'18"E 61.17'; TO THE POINT OF TERMINATION, THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN AT THE EAST RIGHT-OF-WAY OF LEWIS WOODS LANE AND TO TERMINATE AT A LINE THAT BEARS N 20°15'46" W RUNNING THROUGH SAID POINT OF TERMINATION.

LEGEND: THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

	BOUNDARY LINE (MEASURED)
	FORTY LINE/TIE LINE
	CENTERLINE OF ROAD
	RIGHT-OF-WAY
	WATER LINE
	OVERHEAD POWER LINE
	SEWER LINE
	FENCE
	PROPOSED 5' UTILITY EASEMENT
	GAS LINE
	TELEPHONE LINE
	20' TEMPORARY CONSTRUCTION EASEMENT

FOR USE AND BENEFIT OF:
CITY OF FAYETTEVILLE

ADDRESS:
**CITY OF FAYETTEVILLE
WASHINGTON COUNTY, ARKANSAS**

DATE: _____ SCALE: 1"=100'

LOCATION: _____ SURVEYED: _____ DRAFTED: _____
XX RC

REVIEWED: XX

SECTION: 21
TOWNSHIP: 16 NORTH
RANGE: 29 WEST

Bates & Associates, Inc.
Civil Engineering-Land Surveying-Landscape Architecture

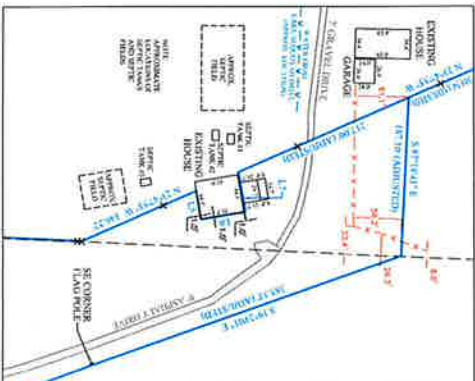
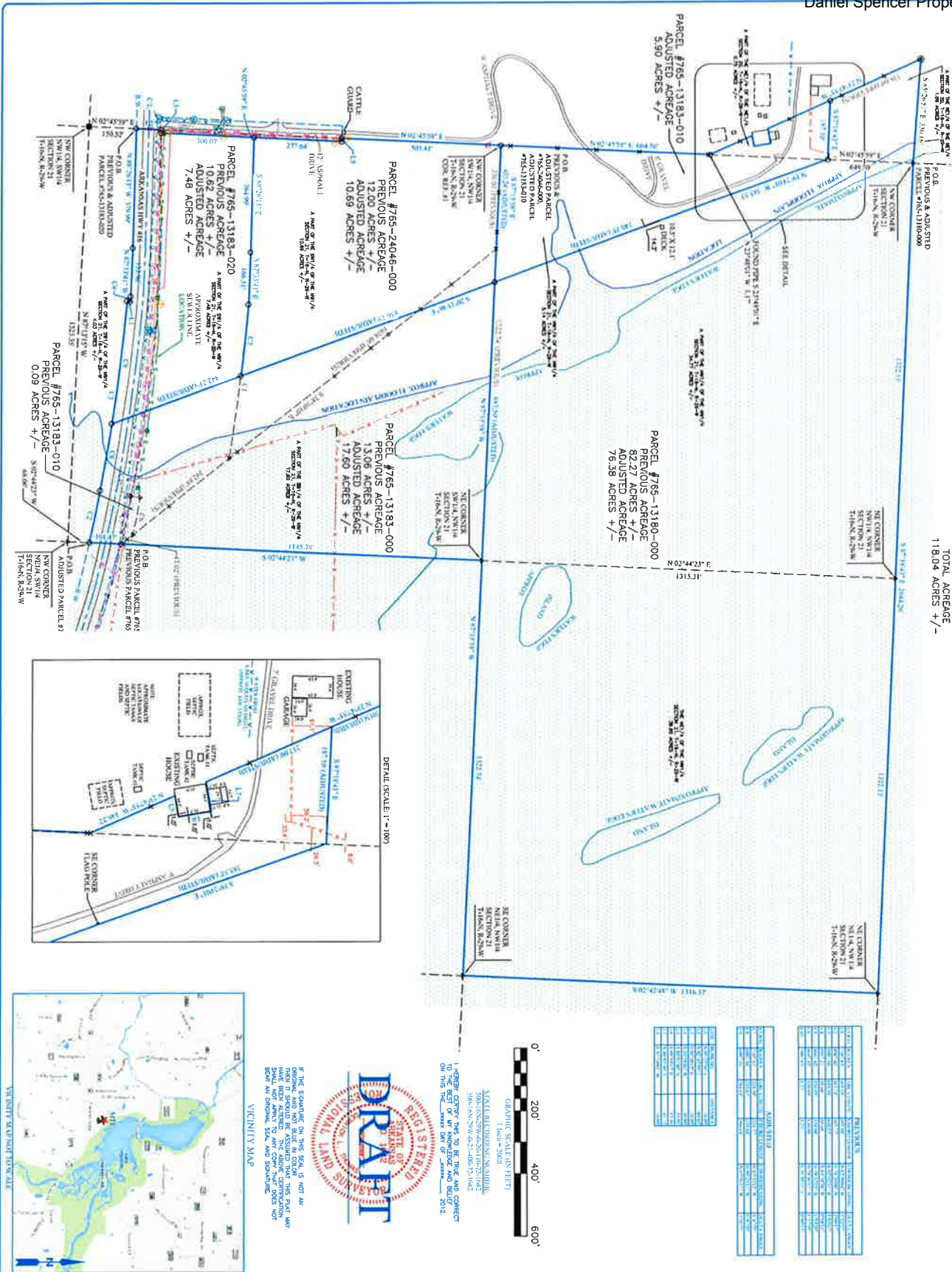
91 W. Colt Square Dr. Fayetteville, Arkansas 72703 • 479.442.9350 • Fax 479.521.9350

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DRAWING# 14-ESGFT

PROPERTY LINE ADJUSTMENT

TOTAL ACREAGE
118.04 ACRES +/-



REGISTERED
DRAFT
STATE OF MISSISSIPPI
500 N. GULF BLVD., SUITE 100
MOBILE, AL 36688
DATE: 06/11/2014

IF THE SPACING ON THIS SEAL IS NOT AS SHOWN IT SHOULD BE ASSUMED THAT THIS SEAL WAS NOT APPROVED BY ANY COMMISSIONER OF REVENUE AND SHOULD BE CONSIDERED VOID.

NO.	DESCRIPTION	AMOUNT
1
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LEGEND: THESE STANDARD SYMBOLS WILL BE FOUND ON THE DRAWING

- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- WATER METER
- CELANESE
- 5" DIA. TO 12" DIA.
- 6" DIA. TO 12" DIA.
- 12" DIA. TO 18" DIA.
- 18" DIA. TO 24" DIA.
- 24" DIA. TO 30" DIA.
- 30" DIA. TO 36" DIA.
- 36" DIA. TO 42" DIA.
- 42" DIA. TO 48" DIA.
- 48" DIA. TO 54" DIA.
- 54" DIA. TO 60" DIA.
- 60" DIA. TO 66" DIA.
- 66" DIA. TO 72" DIA.
- 72" DIA. TO 78" DIA.
- 78" DIA. TO 84" DIA.
- 84" DIA. TO 90" DIA.
- 90" DIA. TO 96" DIA.
- 96" DIA. TO 102" DIA.
- 102" DIA. TO 108" DIA.
- 108" DIA. TO 114" DIA.
- 114" DIA. TO 120" DIA.
- 120" DIA. TO 126" DIA.
- 126" DIA. TO 132" DIA.
- 132" DIA. TO 138" DIA.
- 138" DIA. TO 144" DIA.
- 144" DIA. TO 150" DIA.
- 150" DIA. TO 156" DIA.
- 156" DIA. TO 162" DIA.
- 162" DIA. TO 168" DIA.
- 168" DIA. TO 174" DIA.
- 174" DIA. TO 180" DIA.
- 180" DIA. TO 186" DIA.
- 186" DIA. TO 192" DIA.
- 192" DIA. TO 198" DIA.
- 198" DIA. TO 204" DIA.
- 204" DIA. TO 210" DIA.
- 210" DIA. TO 216" DIA.
- 216" DIA. TO 222" DIA.
- 222" DIA. TO 228" DIA.
- 228" DIA. TO 234" DIA.
- 234" DIA. TO 240" DIA.
- 240" DIA. TO 246" DIA.
- 246" DIA. TO 252" DIA.
- 252" DIA. TO 258" DIA.
- 258" DIA. TO 264" DIA.
- 264" DIA. TO 270" DIA.
- 270" DIA. TO 276" DIA.
- 276" DIA. TO 282" DIA.
- 282" DIA. TO 288" DIA.
- 288" DIA. TO 294" DIA.
- 294" DIA. TO 300" DIA.
- 300" DIA. TO 306" DIA.
- 306" DIA. TO 312" DIA.
- 312" DIA. TO 318" DIA.
- 318" DIA. TO 324" DIA.
- 324" DIA. TO 330" DIA.
- 330" DIA. TO 336" DIA.
- 336" DIA. TO 342" DIA.
- 342" DIA. TO 348" DIA.
- 348" DIA. TO 354" DIA.
- 354" DIA. TO 360" DIA.
- 360" DIA. TO 366" DIA.
- 366" DIA. TO 372" DIA.
- 372" DIA. TO 378" DIA.
- 378" DIA. TO 384" DIA.
- 384" DIA. TO 390" DIA.
- 390" DIA. TO 396" DIA.
- 396" DIA. TO 402" DIA.
- 402" DIA. TO 408" DIA.
- 408" DIA. TO 414" DIA.
- 414" DIA. TO 420" DIA.
- 420" DIA. TO 426" DIA.
- 426" DIA. TO 432" DIA.
- 432" DIA. TO 438" DIA.
- 438" DIA. TO 444" DIA.
- 444" DIA. TO 450" DIA.
- 450" DIA. TO 456" DIA.
- 456" DIA. TO 462" DIA.
- 462" DIA. TO 468" DIA.
- 468" DIA. TO 474" DIA.
- 474" DIA. TO 480" DIA.
- 480" DIA. TO 486" DIA.
- 486" DIA. TO 492" DIA.
- 492" DIA. TO 498" DIA.
- 498" DIA. TO 504" DIA.
- 504" DIA. TO 510" DIA.
- 510" DIA. TO 516" DIA.
- 516" DIA. TO 522" DIA.
- 522" DIA. TO 528" DIA.
- 528" DIA. TO 534" DIA.
- 534" DIA. TO 540" DIA.
- 540" DIA. TO 546" DIA.
- 546" DIA. TO 552" DIA.
- 552" DIA. TO 558" DIA.
- 558" DIA. TO 564" DIA.
- 564" DIA. TO 570" DIA.
- 570" DIA. TO 576" DIA.
- 576" DIA. TO 582" DIA.
- 582" DIA. TO 588" DIA.
- 588" DIA. TO 594" DIA.
- 594" DIA. TO 600" DIA.
- 600" DIA. TO 606" DIA.
- 606" DIA. TO 612" DIA.
- 612" DIA. TO 618" DIA.
- 618" DIA. TO 624" DIA.
- 624" DIA. TO 630" DIA.
- 630" DIA. TO 636" DIA.
- 636" DIA. TO 642" DIA.
- 642" DIA. TO 648" DIA.
- 648" DIA. TO 654" DIA.
- 654" DIA. TO 660" DIA.
- 660" DIA. TO 666" DIA.
- 666" DIA. TO 672" DIA.
- 672" DIA. TO 678" DIA.
- 678" DIA. TO 684" DIA.
- 684" DIA. TO 690" DIA.
- 690" DIA. TO 696" DIA.
- 696" DIA. TO 702" DIA.
- 702" DIA. TO 708" DIA.
- 708" DIA. TO 714" DIA.
- 714" DIA. TO 720" DIA.
- 720" DIA. TO 726" DIA.
- 726" DIA. TO 732" DIA.
- 732" DIA. TO 738" DIA.
- 738" DIA. TO 744" DIA.
- 744" DIA. TO 750" DIA.
- 750" DIA. TO 756" DIA.
- 756" DIA. TO 762" DIA.
- 762" DIA. TO 768" DIA.
- 768" DIA. TO 774" DIA.
- 774" DIA. TO 780" DIA.
- 780" DIA. TO 786" DIA.
- 786" DIA. TO 792" DIA.
- 792" DIA. TO 798" DIA.
- 798" DIA. TO 804" DIA.
- 804" DIA. TO 810" DIA.
- 810" DIA. TO 816" DIA.
- 816" DIA. TO 822" DIA.
- 822" DIA. TO 828" DIA.
- 828" DIA. TO 834" DIA.
- 834" DIA. TO 840" DIA.
- 840" DIA. TO 846" DIA.
- 846" DIA. TO 852" DIA.
- 852" DIA. TO 858" DIA.
- 858" DIA. TO 864" DIA.
- 864" DIA. TO 870" DIA.
- 870" DIA. TO 876" DIA.
- 876" DIA. TO 882" DIA.
- 882" DIA. TO 888" DIA.
- 888" DIA. TO 894" DIA.
- 894" DIA. TO 900" DIA.
- 900" DIA. TO 906" DIA.
- 906" DIA. TO 912" DIA.
- 912" DIA. TO 918" DIA.
- 918" DIA. TO 924" DIA.
- 924" DIA. TO 930" DIA.
- 930" DIA. TO 936" DIA.
- 936" DIA. TO 942" DIA.
- 942" DIA. TO 948" DIA.
- 948" DIA. TO 954" DIA.
- 954" DIA. TO 960" DIA.
- 960" DIA. TO 966" DIA.
- 966" DIA. TO 972" DIA.
- 972" DIA. TO 978" DIA.
- 978" DIA. TO 984" DIA.
- 984" DIA. TO 990" DIA.
- 990" DIA. TO 996" DIA.
- 996" DIA. TO 1002" DIA.
- 1002" DIA. TO 1008" DIA.
- 1008" DIA. TO 1014" DIA.
- 1014" DIA. TO 1020" DIA.
- 1020" DIA. TO 1026" DIA.
- 1026" DIA. TO 1032" DIA.
- 1032" DIA. TO 1038" DIA.
- 1038" DIA. TO 1044" DIA.
- 1044" DIA. TO 1050" DIA.
- 1050" DIA. TO 1056" DIA.
- 1056" DIA. TO 1062" DIA.
- 1062" DIA. TO 1068" DIA.
- 1068" DIA. TO 1074" DIA.
- 1074" DIA. TO 1080" DIA.
- 1080" DIA. TO 1086" DIA.
- 1086" DIA. TO 1092" DIA.
- 1092" DIA. TO 1098" DIA.
- 1098" DIA. TO 1104" DIA.
- 1104" DIA. TO 1110" DIA.
- 1110" DIA. TO 1116" DIA.
- 1116" DIA. TO 1122" DIA.
- 1122" DIA. TO 1128" DIA.
- 1128" DIA. TO 1134" DIA.
- 1134" DIA. TO 1140" DIA.
- 1140" DIA. TO 1146" DIA.
- 1146" DIA. TO 1152" DIA.
- 1152" DIA. TO 1158" DIA.
- 1158" DIA. TO 1164" DIA.
- 1164" DIA. TO 1170" DIA.
- 1170" DIA. TO 1176" DIA.
- 1176" DIA. TO 1182" DIA.
- 1182" DIA. TO 1188" DIA.
- 1188" DIA. TO 1194" DIA.
- 1194" DIA. TO 1200" DIA.

CH2MHILL
A Division of
Fayetteville
4th Floor

Bates & Associates, Inc.
Civil Engineering-Land Surveying-Landscape Architecture
211 N. Oak Square St., Fayetteville, Arkansas 72701-4784, 4788 | Fax 479.531.8098

DATE: 06/11/2014
LOCATION: SECTION: 20 & 21
TOWNSHIP: 36 N
RANGE: 29 WEST

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF MISSISSIPPI
NO. 065396-042-000-25-042
ISS. 06/25/2014-06/25/042
I, GREGORY TERRY, DO BE TRUE AND CORRECT ON THIS THE JESSIE DAY OF County, State of MISSISSIPPI, AND SIGNATURE.

Handed out at Agenda Session
8/26/14

CITY OF FAYETTEVILLE, ARKANSAS
PROPERTY LINE ADJUSTMENT

FOR STAFF USE ONLY	FEE: \$200.00
Date Application Submitted:	
Date Accepted as Complete:	S-T-R:
Case / Appeal Number:	PP#:
Public Hearing Date:	Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be processed until this information is furnished.

Application:

Indicate one contact person for this request: Applicant Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name- Dan A. & Anita Z. Spencer

Name- Jeff Hickle
CH2MHILL

E-mail: _____

E-mail: jeff.hickle@ch2m.com

Address - 835 Lewis Woods LN.
Fayetteville, AR 72701

Address - 1400 N. Fox Hunter Rd
Fayetteville, AR 72701

Phone -
(479) 442-5932

Phone -
(479) 443-3292

Fax -
()

Fax -
(479) 443-5613

Site Address / Location: Lewis Woods LN. / East Huntsville Rd.
Fayetteville, AR

	Zoning District	Assessor's Parcel Numbers for the Properties	Size of Parent Tract (acres)	Size of Resulting Tracts (acres)
Tract A	R-A	765-13180-000	82.27	76.37
Tract B	RSF-1	765-24046-000	12.00	10.69
Tract C	R-A	765-13183-000	13.06	17.60
Tract D	RSF-4	765-13183-020	10.62	7.48
Tract E	R-A	765-13183-010	0.09	5.90

FINANCIAL INTERESTS:

The following entities and / or people have financial interest in this project:

Dan A. & Anita Z. Spencer

City of Fayetteville

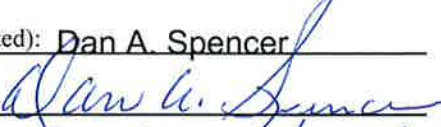
APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Dan A. Spencer Date: 25th August 14
Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners of each parcel being adjusted must sign this application.

Owners (attach additional info if necessary):

Name (printed): Dan A. Spencer Address: 835 Lewis Woods Ln.
Signature:  Fayetteville, AR 72701
Date: 25th August 14 Phone: (479) 442-5932

Name (printed): Mayor Lioneld Jordan Address: 113 W. Mountain St.
Signature: _____ Fayetteville, AR 72701
Date: _____ Phone: (479) 575-8331

CORRECTION WATER/SEWER EASEMENT

(This easement to correct and replace easement filed for record 7-1-81 and
Recorded in deed record 1044-513 from Herbert A. & Marie Lewis)

BE IT KNOWN BY THESE PRESENTS:

THAT **Dan A. Spencer and Anita Z. Spencer, 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 Elkins, 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: 92-1643—first legal)

Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 21, Township 16 North, Range 29 West, more particularly described as follows, to-wit: Beginning at the Northwest corner of said 40 acre tract 330 feet; thence Southwesterly to a point in the East boundary line of said 40 acre tract which point is also a point in the north of the right of way of State Highway No. 16; thence South on said East line to the South right of way of said Highway No. 16; thence North 81 degrees 17 minutes West 100.7 feet with said South right of way line, thence West with the South right of way line 1221 feet to the West line of said 40 acre tract; thence North to the point of beginning. Subject to that portion that lies in Lewis Woods Lane on the West side thereof. Also subject to all easements and rights of way of record.

PERMANENT EASEMENT DESCRIPTION:

A 25' wide utility easement lying parallel to and along the North right of way of Arkansas State Highway #16 located in the Southwest Quarter of the Northwest Quarter of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas, the South line of said easements being more particularly described as follows, to-wit: Beginning at the intersection of the West right of way of Lewis Woods Lane and the North right of way of Arkansas Highway #16 which is N02°45'59"E 230.54' and S88°26'15"E 10.00' from the Southwest corner of said forty acre tract and running thence along said North right of way of Arkansas Highway #16 the following: S88°26'15"E 231.21', N01°33'45"E 10.00', S88°26'15"E 137.79', S87°33'41"E 156.88', along a curve to the right having a radius of 7007.63 feet for a chord bearing and distance of S83°14'22"E 364.08' to the point of termination. The sidelines of said easement shall be prolonged or shortened so as to begin at the East right of way of Lewis Woods Lane and to terminate at a line that bears N20°15'46"W running through said point of termination.

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 25th day of August, 2014.

Dan A. Spencer
Dan A. Spencer

Anita Z. Spencer
Anita Z. Spencer

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Benton) 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 **Dan A. Spencer and Anita Z. Spencer, husband and wife**, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that she/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 25th day of August, 2014.

MY COMMISSION EXPIRES:

Holly F. Jones
Notary Public



WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Dan A. Spencer and Anita Z. Spencer, husband and wife**, hereinafter called GRANTOR, for and in consideration of the receipt of land of equal value from the City of Fayetteville, 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: 92-1643—first legal)

Part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 21, Township 16 North, Range 29 West, more particularly described as follows, to-wit: Beginning at the Northwest corner of said 40 acre tract 330 feet; thence Southwesterly to a point in the East boundary line of said 40 acre tract which point is also a point in the north of the right of way of State Highway No. 16; thence South on said East line to the South right of way of said Highway No. 16; thence North 81 degrees 17 minutes West 100.7 feet with said South right of way line, thence West with the South right of way line 1221 feet to the West line of said 40 acre tract; thence North to the point of beginning. Subject to that portion that lies in Lewis Woods Lane on the West side thereof. Also subject to all easements and rights of way of record.

PERMANENT EASEMENT DESCRIPTION:

A 5-foot permanent easement located along the northern-most edge of a 25-foot easement originally recorded in Book 1044, at page 513, corrected and replaced with an easement recorded as Document No. , described as: Centerline of easement, commencing at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas, and running thence N02°45'59"E 230.54', S88°26'15"E 10.00', and N02°45'59"E 35.22' to a point on the East right of way of Lewis Woods Lane and the true Point of Beginning and thence leaving said right of way S88°14'14"E 57.08', thence S87°11'36"E 70.39', thence S88°43'45"E 99.80', thence S86°53'01"E 109.83', thence S89°23'23"E 86.69', S85°19'52"E 67.09', thence S83°23'12"E 152.41', thence S83°40'16"E 177.45', thence S81°45'18"E 61.17' to the point of termination. The sidelines of said easement shall be prolonged or shortened so as to begin at the East right of way of Lewis Woods Lane and to terminate at a line that bears N20°15'46"W running through said point of termination. See attached Exhibit.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Also a 20' temporary construction and grading easement adjacent to the north line of the above described 5-foot permanent easement as shown on the attached exhibit.

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.

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.

WATER/SEWER EASEMENT
Page 2 of 2

WITNESS the execution hereof on this the 25th day of August 2014.

Dan A. Spencer
Dan A. Spencer

Anita Z. Spencer
Anita Z. Spencer

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Benton) 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 **Dan A. Spencer and Anita K. Spencer, husband and wife**, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that she/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 25th day of August, 2014.

MY COMMISSION EXPIRES:

Holly F Jones
Notary Public



