



City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

479-575-8323 TDD -

479-521-1316

Text File

File Number: 2014-0445

Agenda Date: 11/6/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Ordinance

Agenda Number: C. 5

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST-SHARE AGREEMENT WITH ARKANSAS & MISSOURI RAILROAD FOR RAILROAD CROSSING SIGNAL IMPROVEMENTS AT THE DICKSON STREET CROSSING IN AN AMOUNT NOT TO EXCEED \$250,000.00, AND TO AUTHORIZE AMENDMENT NO. 2 TO THE LICENSE AND AGREEMENT WITH ARKANSAS & MISSOURI RAILROAD TO FACILITATE THE CONSTRUCTION OF THE TSA LA GI, TOWN BRANCH AND CATO SPRINGS TRAILS ACROSS RAILROAD PROPERTY

WHEREAS, the City and Arkansas & Missouri Railroad have enjoyed an excellent partnership in developing the City's trail system on railroad property; and

WHEREAS, the expansion of the City's trail system will require new trails to cross additional property owned by Arkansas & Missouri Railroad, and the railroad has agreed to grant a perpetual license to the City for these crossings at no cost; and

WHEREAS, the City of Fayetteville and Arkansas & Missouri Railroad also seek to improve the safety of the railroad crossing at Dickson Street by installing gate arms for the sidewalks and roadway and the City agrees that sharing in the cost of these safety improvements is beneficial to Fayetteville residents and visitors.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to sign a cost-share agreement with Arkansas & Missouri Railroad for railroad crossing signal upgrades at the Dickson Street crossing in an amount not to exceed \$250,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign Amendment No. 2 to the License and Agreement with Arkansas & Missouri Railroad to facilitate the construction of the Tsa La Gi, Town Branch and Cato Springs Trails across railroad property.

City of Fayetteville Staff Review Form

2014-0445

Legistar File ID

November, 6th 2014

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

Matt Mihalevich

10/18/2014

Engineering /
 Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a cost share agreement with the Arkansas & Missouri Railroad Co. (AMRR) for railroad crossing signal upgrades at Dickson Street in the amount not to exceed \$250,000.00 and approval of an amendment to the 2008 License and Agreement between the City of Fayetteville and the AMRR to include additional exhibits H, J & K and enable the construction of the Tsa La Gi, Town Branch and Cato Springs Trails across property owned by the AMRR

Budget Impact:

4470.9470.5809.00

Sales Tax Capital Impts.

Account Number		Fund	
Project Number		Project Title	
02116		Street ROW/Intersection/Cost Sharing	
Budgeted Item?	Yes	Current Budget	\$ 532,293.00
		Funds Obligated	\$ -
		Current Balance	\$ 532,293.00
Does item have a cost?	Yes	Item Cost	\$ 250,000.00
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ 282,293.00

V20140710

Previous Ordinance or Resolution # 208-13

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF NOVEMBER 6TH 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: October 17th, 2014

SUBJECT: Dickson Street Railroad Signalization Cost Share and Amendment

RECOMMENDATION:

Approval of a cost share agreement with the Arkansas & Missouri Railroad Co. (AMRR) for railroad crossing signal upgrades at Dickson Street in the amount not to exceed \$250,000.00 and approval of an amendment to the 2008 License and Agreement between the City of Fayetteville and the AMRR to include additional exhibits H, J & K and enable the construction of the Tsa La Gi, Town Branch and Cato Springs Trails across property owned by the AMRR.

BACKGROUND:

On July, 15th 2008 the City of Fayetteville entered into a License and Agreement with the AMRR to enable the construction of sections of Scull Creek Trail and Frisco Trail along the railroad. As we continue to expand the trail system there are four additional areas that were not included in the original License and Agreement and are now necessary to construct a trail across property owned by the AMRR.

On October 15th of 2013 the City Council approved resolution no. 208-13 expressing the intent of the City of Fayetteville to enter into a cost-share agreement with the AMRR for crossing safety improvements at the Dickson Street railroad crossing, contingent upon approval by the AMRR of Amendment No. 1 to the 2008 trail license agreement and not unreasonably withholding assent to future trail easements for the City. Following the approval of resolution No. 208-13, the AMRR granted Amendment No. 1 which allowed for the completion of the Tsa La Gi Trail from Government to Hill Avenues. There are three additional locations where trails are planned to cross property owned by the AMRR and these areas are included in the attached Amendment 2 of the License and Agreement and shown as Exhibits H, J & K. These areas are along the Town Branch, Cato Springs and Tsa La Gi Trails. Acquisition of these areas will provide all of the easements on Railroad property necessary to complete the current Master Trail Plan.

DISCUSSION:

Due to several accidents and the high number of pedestrians crossing the railroad tracks at the Dickson Street railroad crossing, the AMRR has requested the City enter into a 50/50 cost share

to upgrade the crossing signals to current standards including gate arms for both the sidewalks and roadway.

The City and AMRR have enjoyed an excellent partnership in developing the trail system on railroad property. In the spirit of this partnership, the proposed cost share will improve public safety at Dickson Street. Although, the value of the easements in Amendment No. 2 is less than the expense of the cost share, the value of the public safety improvement at this busy intersection is a strong factor in the staff recommendation to participate in the cost share.

BUDGET/STAFF IMPACT:

The estimated cost for the crossing signal safety improvements is \$561,000.13 (see exhibit B). The City's share would be a maximum of \$250,000. The cost necessary to adjust the street, trail, lighting and landscape areas to accommodate the new crossing equipment will be included as contribution to the City's share of the cost and is estimated at \$53,892.50 (see exhibit C). The cost share agreement requires the City to pay its share of the cost by the end of 2015. Funds are available in the Street Right of Way/Intersection/Cost Sharing project for this agreement.

Attachments:

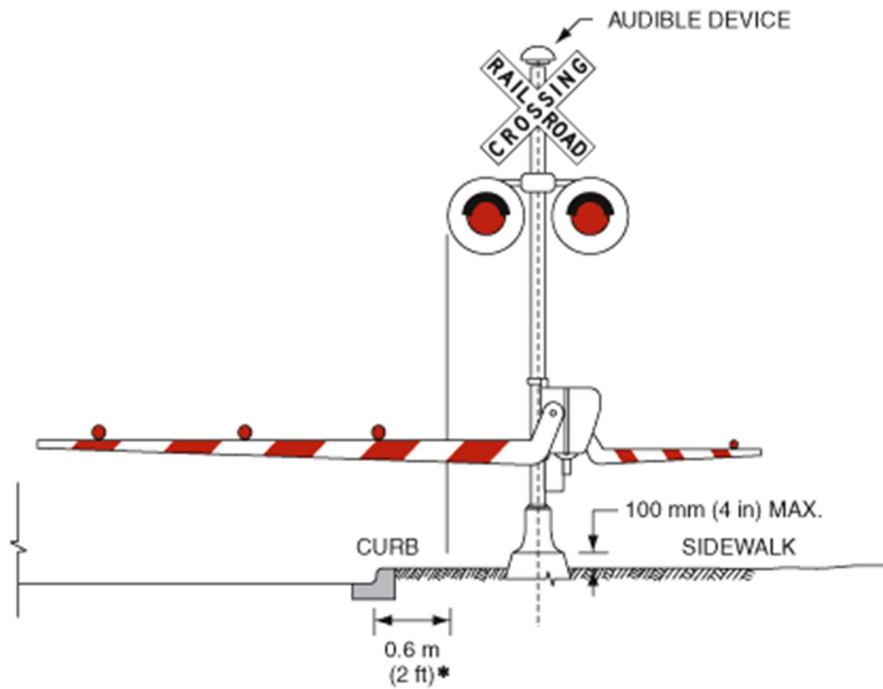
Staff Review Form

Cost Sharing Agreement

Amendment to License and Agreement – Amendment No. 2

2008 License and Agreement

Figure 10D-4. Example of Pedestrian Gate Placement with Pedestrian Gate Arm



*For locating this reference line at other than curb section installation, see Section 8D.01.

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.	Requisition No.:	Date:
P.O Number:		

Vendor #: 3262	Vendor Name: AR Missouri Railroad	Mail <input type="checkbox"/> Yes <input type="checkbox"/> No	Legistar#: 2014-0445
-----------------------	--	---	---------------------------------------

Address:	FOB Point:	Taxable <input type="checkbox"/> Yes <input type="checkbox"/> No	Expected Delivery Date:
----------	------------	--	-------------------------

City:	State:	Zip Code:	Ship to code:	Quotes Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
-------	--------	-----------	---------------	--

Requester: Chris Brown	Requester's Employee #: 2695	Extension: 8207	
-------------------------------	-------------------------------------	------------------------	--

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Street Row/Intersection/Cost Sharing: Cost Share agreement with AMRR for railroad crossing signal upgrades at Dickson Street	1		250,000.00	\$250,000.00	4470.9470.5809.00	02116.00		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:	Subtotal: <u> \$250,000.00</u> Tax: <u> \$0.00</u> Total: <u> \$250,000.00</u>
-----------------------	--

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Chief Financial Officer: _____

Budget Director: _____

IT Director: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

COST SHARING AGREEMENT

This Cost Sharing Agreement made and entered into this _____ day of _____, 2014 by and between The Arkansas and Missouri Railroad Company, a Virginia corporation, hereinafter referred to as "Railroad," and the City of Fayetteville, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, Railroad owns and operates a railroad which runs through City; and

WHEREAS, Railroad has a grade crossing at Dickson Street in City; and

WHEREAS, Railroad desires to upgrade the signalization and warning systems at Dickson Street; and

WHEREAS, the parties hereto desire to enter into a Cost Sharing Agreement pertaining to the upgrading of the crossing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Railroad shall cause the crossing at Dickson Street to be upgraded with warning devices and signalization as more specifically set forth on the plans and specifications attached hereto as Exhibit "A," hereinafter referred to as "Signalization." Such Signalization shall be performed in a workmanlike manner and in such a manner as to minimize the inconvenience to the public, motorists and pedestrians. However, the parties hereto acknowledge that the installation of the Signalization could result in Dickson Street being closed for through traffic at the crossing, from time to time. Railroad has the right to make changes in the existing plans as needed due to physical situations, component availability or in case of any safety concern of Railroad. The City reserves the right to review and approve the Signalization plans and any and all changes thereto and such approval shall not be unreasonably withheld. The parties hereto acknowledge that the crossing Signalization must be installed to Federal Railroad Administration standards.

2. Attached hereto as Exhibit "B" is an itemization of the estimated cost of the Signalization. City shall pay for its share of the Signalization an amount equal to 50% of the total cost of the Signalization, with the share to be paid by City not to exceed \$250,000.00 ("City's Share"). Upon completion of the Signalization, Railroad will submit to City satisfactory evidence of its payment of the invoices and statements from subcontractors engaged by Railroad for the design, supplying, and installation of the Signalization, and Railroad shall submit an accounting of the actual labor,

materials and expenses provided by it in the construction of the Signalization as estimated on Exhibit "B." City shall reimburse Railroad for City's Share of the total cost of such Signalization within 30 days after Railroad's submission of the total costs as set forth above or January 31, 2015, whichever is later. The City shall be entitled to count towards City's Share the City's actual cost of the improvements it will make and the trail relocation at such crossing, not to exceed the amounts set forth on Exhibit "C."

3. The parties hereto acknowledge that the installation of the Signalization will require the rerouting of the existing trail adjacent to Railroad in the proximity of where it approaches and crosses Dickson Street, and it may require the relocation of the current fencing material for the purpose of installation of the Signalization. To the extent reasonably possible, the parties hereto intend that the permanent rerouting of the trail will be limited to sixty-five (65) feet north and south of Dickson Street. Such rerouting of the existing trail and the moving of the fence, if required, will be at the expense of the City, subject to the approval of Railroad and City, which will not be unreasonably withheld. To the extent reasonably possible, the parties will strive to leave the trail open during construction; however, the parties acknowledge that it may need to be closed or detoured for safety reasons from time to time. If so, the City will erect the barriers and provide appropriate detour routes. To the extent the plans attached hereto as Exhibit "A" include the installation of planters within the Railroad right of way, the parties agree that no such planters shall be installed unless the parties hereto mutually agree on the design and cost thereof. The parties hereto further acknowledge that the installation of the Signalization will require a coordination of the traffic/ pedestrian signals at Dickson Street and West Avenue east of the Signalization. Railroad will bear the expense of causing its signals to be compatible for such coordination. The City reserves the right to review and approve on the Signalization plans and to any changes thereto and such approval shall not be unreasonably withheld. City shall bear the expense of running wire from Railroad's signal or transmitting signals from Railroad's signal to the traffic/pedestrian signal and for any rewiring of such traffic signals for reception of signals that are transmitted by hard wire and/or the expenses of any equipment required to receive signals from a wireless transmitted signal. City shall be responsible for the maintenance of its traffic/pedestrian signals at Dickson Street and West Avenue in order to insure that there is a coordination between such traffic signals and the Signalization. Nothing contained herein, however, shall release Railroad from its obligations to allow the cost itemized on Exhibit "C" to be counted as a contribution of City to the installation of the Signalization.

4. After installation, Railroad shall be responsible for the maintenance of the Signalization, together with the crossing panels installed in or upon Dickson Street.

5. It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this Agreement unless expressly provided herein, and that this Agreement constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

THE ARKANSAS AND MISSOURI RAILROAD COMPANY

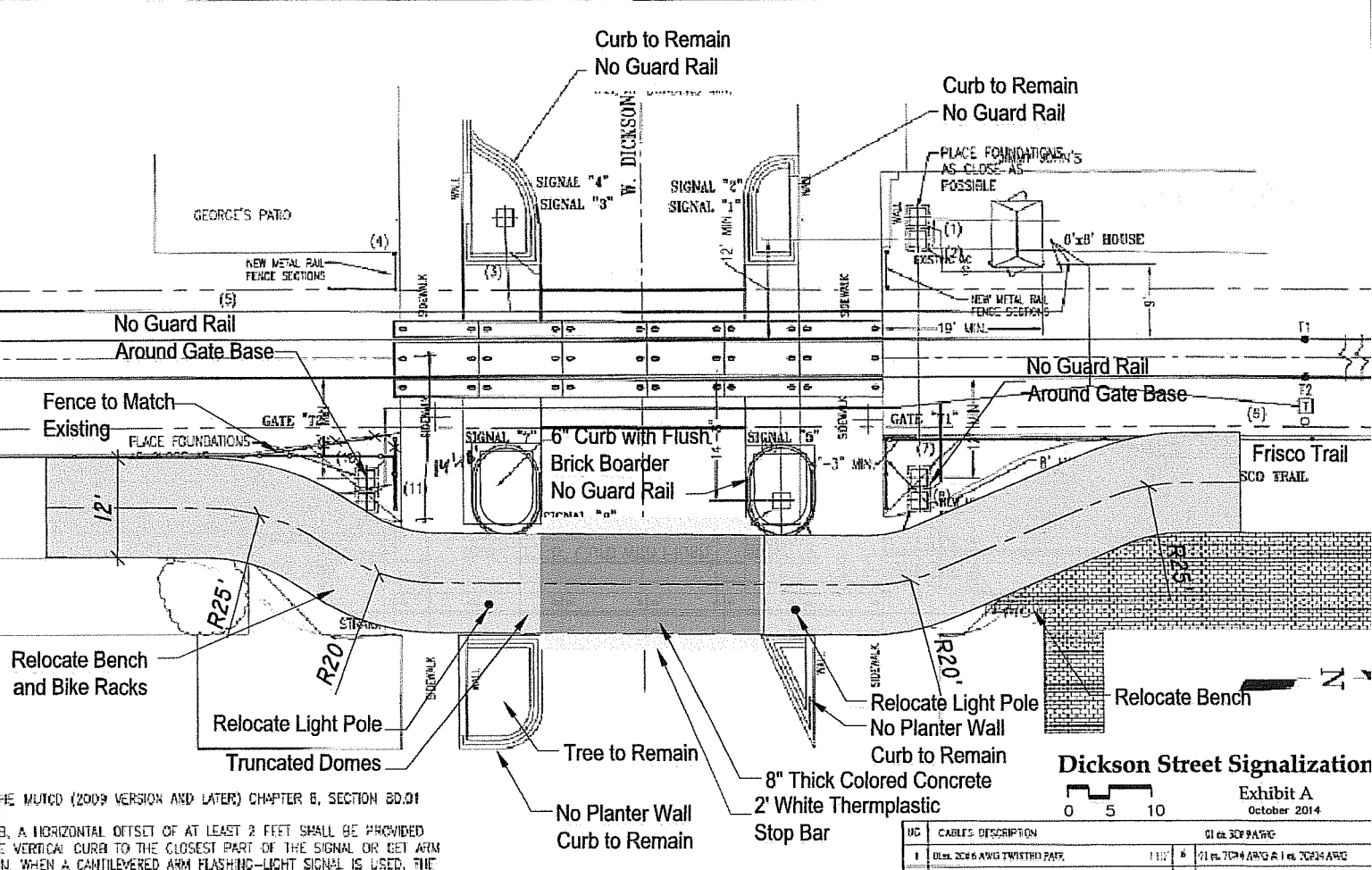
By: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

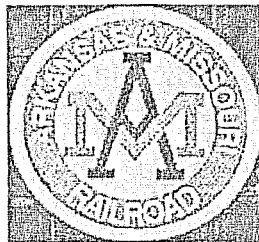
ATTEST:

City Clerk
City of Fayetteville, Arkansas



Dickson Street Signalization
October 2014

UC	CABLE DESCRIPTION	QTY	QTY FOR CABLE
1	DUK. 2000 AWG TWISTED PAIR	1.117	21 ft. TWISTED PAIR & 1 ea. 7024 AWG



Arkansas & Missouri Railroad
 306 E. Emma Ave
 Springdale, AR 72764

Date: Sept. 20 2013
 Expiration Date: Sept. 20 2014

To: City of Fayetteville
 ATTN:

Job: Grade Crossing Warning System Upgrade at Dickson Street

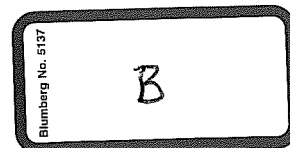
Item #	Qty	Description	Unit	Unit Price	Line Total	
Material						
1	60	10' Crosstie's	Each	\$70.00	\$4,200.00	
2	160	6" Base Tie Plate	Each	\$9.50	\$1,520.00	
3	4	Ballast Car Loads	Each	\$400.00	\$1,600.00	
4	6	Pot Welds	Each	\$145.00	\$870.00	
5	20	8,6" Crosstie's	Each	\$68.00	\$1,360.00	
6	3	Railroad Spikes	Keg	\$68.00	\$204.00	
7	220	141Lb. Rail	Linear Foot	\$23.00	\$5,060.00	
					\$14,814.00	
					Tax @ 9.25%	\$1,370.30
12	1	132 High Rail Crossing 10' (rubber crossing material currently installed) (supplier invoice)		\$19,853.54	\$19,853.54	
AMRR Labor					Subtotal (material)	\$36,037.84
13	300	A&M M.O.W. Labor (tamp/regulate/install)	Hour	\$50.00	\$15,000.00	
14	100	Administration	Hour	\$40.00	\$4,000.00	
15	160	Signal Labor & Subcontractor Coordination	Hour	\$50.00	\$8,000.00	
Subcontractor					Subtotal (labor)	\$27,000.00
16	1	Grade Crossing Warning System - Design, Equipment and Installation	Lump Sum	\$485,462.29	\$485,462.29	
17	1	Engineering	Lump Sum	\$12,500.00	\$12,500.00	
					Subtotal (sub-contractor)	\$497,962.29
					Total	\$561,000.13

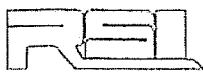
Prepared by: _____

AMRR Approved by: _____

City Of Fayetteville Approved by: _____

The above quote for material and services is good for the time frame shown above.





Railroad Signal International
5526 South 48th West Ave
Tulsa, Oklahoma 74107
Phone: (918) 234-1522 fax: (918) 234-1529
www.railroadsignalintl.com

CUSTOMER: A & M RAILROAD

PROJECT: FURNISH AND INSTALL 6X8 CONTROL CASE
4 EACH STANDARD RAILROAD GATES WITH SIDEWALK GATES
ALL LED LIGHTHEADS
AUTOMATIC TRAIN GATES AND TRAIN CONTROL SIGNALS PER
SUBMITTED DRAWINGS
REMOVE OLD SIGNALS AND EQUIPMENT TEST SYSTEM

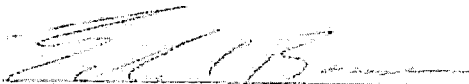
LOCATION: WEST DICKSON STREET FAYETTEVILLE, ARKANSAS RRMP 352.5
DOT 667-195J

CONTROL: HXP-3R WITH SSCC111 PLUS SOLID STATE WITH BACKUP

PROJECT MATERIALS	\$	213,204.50
FIELD CONSTRUCTION, ENGINEERING, TESTING SHIPPING, EQUIPMENT, OVERHEAD, TRAVEL	\$	272,257.79
PROJECTED COST	\$	485,462.29

PRICE DOES NOT INCLUDE TRACKWORK OF ANY KIND
PRICE FOB JOB SITE.
PRICE DOES NOT INCLUDE ANY TAX OF ANY KIND.
THIS QUOTATION IS VALID FOR A PERIOD OF 30 DAYS FROM DATE
THIS QUOTATION IS BEING PROVIDED USING ALL RSI MANUFACTURED
PARTS AND SERVICES

RAILROAD SIGNAL INTL.


EDDIE D. BURNS
PRESIDENT

DEC 14 2012
DATE

APPROVED BY: _____
APPROVED DATE: _____

PO# _____



Dickson Street Signalization - City Expenses
 Cost Estimate

October 14, 2014

Exhibit C

Estimate of City Expenses

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Demolition of Ex. Planters, Curbs and Trail	3,310	S.F.	\$1.50	\$ 4,965.00
2	4" Concrete Trail & Sidewalk	18	C.Y.	\$70.00	\$ 1,260.00
3	6" Class 7 Base	43	Ton	\$7.50	\$ 322.50
4	8" Thick Colored Concrete Crosswalk	8	C.Y.	\$300.00	\$ 2,400.00
5	8" Thick Concrete Road Repair	15	C.Y.	\$250.00	\$ 3,750.00
6	6' Tall Curb around Signal Bases	155	L.F.	\$9.00	\$ 1,395.00
7	Truncated Domes	2	E.A.	\$600.00	\$ 1,200.00
8	Ameristar Montage Plus Decorative Fence	60	L.F.	\$65.00	\$ 3,900.00
9	Relocate Light Poles	2	E.A.	\$2,000.00	\$ 4,000.00
10	Traffic Signal coordination upgrades at West Ave. (Wireless)	1	L.S.	\$3,200.00	\$ 3,200.00

Estimated Material Only Cost \$26,392.50

City Labor and Equipment Cost \$55,000/month 2 Weeks \$27,500.00

Total Estimated Cost \$53,892.50

**AMENDMENT TO LICENSE AND AGREEMENT
AMENDMENT NO. 2**

This Amendment No. 2, dated _____, 2014 shall amend the original LICENSE AND AGREEMENT dated July 15, 2008 (hereafter "LICENSE AND AGREEMENT") between the ARKANSAS & MISSOURI RAILROAD COMPANY, a Virginia Corporation, whose local address is 306 East Emma, Springdale, Arkansas 72764, and the CITY OF FAYETTEVILLE, ARKANSAS, a Municipal Corporation, whose address is 113 W. Mountain St., Fayetteville Arkansas 72701 for the installation and maintenance of a multi-use trail along and across the ARKANSAS & MISSOURI RAILROAD COMPANY'S right-of way in the City of Fayetteville, County of Washington, State of Arkansas.

WHEREAS, The CITY OF FAYETTEVILLE desires to extend its trail system in and along locations where the ARKANSAS & MISSOURI RAILROAD COMPANY owns and operates a railroad right of way; and

WHEREAS the parties hereto already have a LICENSE AND AGREEMENT and desire to amend it to include additional locations for such trail;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do agree as follows:

The LICENSE AND AGREEMENT is hereby modified to include Exhibits H, J & K as described and attached hereto and made a part here of, said multi-use trail to be installed and maintained at the sole cost and expense of the CITY OF FAYETTEVILLE.

At any point where the trail is to cross any existing tracks within the exhibited areas, it shall only pass under existing tracks and not across the top of them, except where the trail crosses the entire width of the spur track at grade as depicted in Exhibit H.

The ARKANSAS & MISSOURI RAILROAD COMPANY accepts that the trail crossings of the existing tracks as shown in Exhibit H do not unreasonably interfere with the railroad operation and can be constructed with the current railroad configuration and agrees to keep the crossing free of parked train cars or other obstructions to trail activity, except on a temporary basis while parking or switching cars. Notwithstanding anything else contained herein to the contrary, when and if the trail is constructed, the trail, including the fencing material as required by the LICENSE AND AGREEMENT to separate trail users from the tracks shall be no closer to the rail than is allowed by the AREMA standards which apply.

The CITY OF FAYETTEVILLE agrees that, when and if constructed, the trail will be either on the east side or west side of the tracks depicted upon Exhibit H. Accordingly, after construction the License granted herein for the other side of the trail, where it is not constructed, shall be deemed released from this License.

All plans for the trail, including protection for the users of the trail, where it passes beside, along, over, or under any existing railroad tracks or existing operations, shall be subject to the approval of the ARKANSAS & MISSOURI RAILROAD COMPANY, which approval will not be unreasonably withheld. No work shall be performed upon any part of the trail on ARKANSAS & MISSOURI RAILROAD COMPANY right of way, including but not limited to the those portions of

the trail as described in the LICENSE AND AGREEMENT, until after obtaining a work permit from the ARKANSAS & MISSOURI RAILROAD COMPANY, which shall not be unreasonably withheld and only if the permittee complies with any and all conditions of such work permit.

Except as amended by this Amendment, the LICENSE AND AGREEMENT and the provisions contained therein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

City of Fayetteville, Arkansas

Arkansas & Missouri Railroad Co.

By: _____
LIONELD JORDAN, Mayor

By: _____
BRENT McCREADY, President

ATTEST:

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

By: _____
_____, Secretary

At Razorback Road (As shown on Exhibit H)

Arkansas & Missouri Railroad Company

765-14843-000

Instrument No. 2001-28071

Description:

A portion of Arkansas and Missouri Railroad Company's sixty-five foot (65') wide railroad right-of-way as described in Instrument No. 2001-28071 and being a part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty (20), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Northeast Corner of said Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty (20); thence South $02^{\circ}40'45''$ West 676.38 feet; thence North $87^{\circ}19'15''$ West 93.37 feet to a point on the Westerly right-of-way of Arkansas State Highway 16/ 112 per Job No. 040399, said point bears South $02^{\circ}32'35''$ East 2.22 feet from an A.H.T.D. 2" aluminum cap (P.S. #1201), said point being the POINT OF BEGINNING; thence along said right-of-way South $11^{\circ}19'26''$ West 49.87 feet; thence leaving said right-of-way North $90^{\circ}00'00''$ West 38.62 feet to the Westerly line of said Arkansas and Missouri Railroad Company's sixty-five foot (65') railroad right-of-way being the beginning of a non-tangent curve to the left having a delta angle of $30^{\circ}40'39''$ and a radius of 992.14 feet; thence along said railroad right-of-way along said curve an arc length of 531.21 feet and a chord bearing and distance of North $40^{\circ}49'07''$ West 524.89 feet; thence leaving said railroad right-of-way South $87^{\circ}34'14''$ East 115.82 feet to the Easterly line of said railroad right-of-way being the beginning of a non-tangent curve to the right having a delta angle of $24^{\circ}02'54''$ and a radius of 1057.14 feet; thence along said railroad right-of-way along said curve an arc length of 443.70 feet and a chord bearing and distance of South $38^{\circ}46'05''$ East 440.45 feet to the Point of Beginning, containing 32,556 square feet, more or less.

LESS AND EXCEPT the following portion of said railroad right-of-way: BEGINNING at a point that is North $87^{\circ}19'15''$ West 4.60 feet from the Point of Beginning in the above description; thence North $87^{\circ}19'15''$ West 25.38 feet to the beginning of a non-tangent curve to the left having a delta angle of $22^{\circ}23'13''$ and a radius of 1031.14 feet; thence along said curve an arc length of 402.89 feet and a chord bearing and distance of North $38^{\circ}45'19''$ West 400.33 feet; thence South $87^{\circ}34'14''$ East 35.43 feet to the beginning of a non-tangent curve to the right having a delta angle of $21^{\circ}33'19''$ and a radius of 1053.14 feet; thence along said curve an arc length of 396.20 feet and a chord bearing and distance of South $37^{\circ}38'40''$ East 393.87 feet to the Point of Beginning, containing 8,789 square feet, more or less.

The above described property containing a net total of 23,767 square feet, more or less.

At Town Branch (As shown on Exhibit J)

A portion of the Arkansas and Missouri Railroad Co. property.

Description:

A part of the North Half (N ½) of the Southeast Quarter (SE ¼) of Section Twenty (20) in Township Sixteen (16) North, Range Thirty (30) West, Washington County Arkansas, being more particularly described as follows:

A fifty foot (50') wide license area being a portion of the Arkansas and Missouri Railroad Company's Monett to Fort Smith Main Track fifty foot (50') right-of-way as shown on Frisco Lines Yard Plat for Fayette Junction dated December 28, 1916 (correction date of June 7, 1916) and being described in Deed Bk. 1206, Pg. 317 and Instrument No. 2001-28071 as filed with the Circuit Clerk, Washington County, Arkansas, said right-of-way being twenty-five feet (25') either side of said Main Track centerline also being the centerline of said trail license area, said centerline being described as follows:

Commencing at a found iron pin being the Southwest Corner of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of said Section Twenty (20); thence along the Westerly line of said forty (40) acre tract North 03°17'44" East 287.68 feet; thence North 81°00'26" West 21.66 feet to Station 4034 + 88 of said Main Track centerline as per said Frisco Lines Yard Plat being the POINT OF BEGINNING, and being the beginning of a curve to the right having a delta angle of 00°20'29" and a radius of 6,712.49 feet; thence along said centerline an arc length of forty feet (40') and a chord bearing and distance of North 09°08'42" East 40.00 feet to Station 4034 + 48 of said Main Track centerline being the terminus, containing 2,000 square feet, more or less.

At Cato Springs Branch (As shown on Exhibit K)

A portion of the Arkansas and Missouri Railroad Co. property.

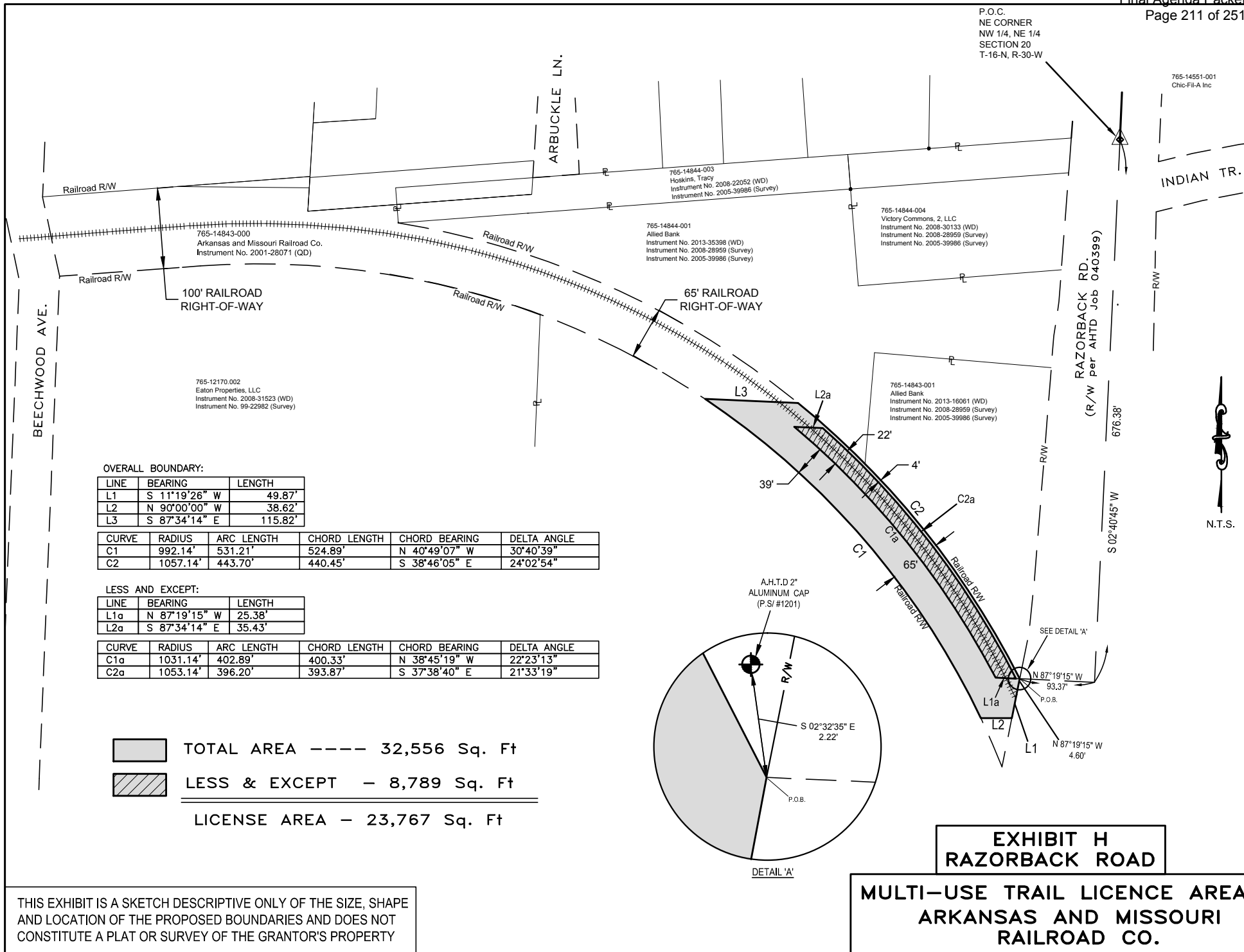
Description:

A part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-nine (29) in Township Sixteen (16) North, Range Thirty (30) West, Washington County Arkansas, being more particularly described as follows:

A one hundred foot (100') wide trail license area being a portion of the Arkansas and Missouri Railroad Company's Monett to Fort Smith Branch Line right-of-way as shown on Frisco Lines Yard Plat for Fayette Junction dated December 28, 1916 (correction date of June 7, 1916) and being described in Deed Bk. 1206, Pg. 317 as filed with the Circuit Clerk, Washington County, Arkansas, said right-of-way being fifty feet (50') either side of the Main Track centerline also being the centerline of said trail license area, said centerline being described as follows:

Commencing at the Northwest Corner of said forty (40) acre tract; thence along the Northerly line of said tract South 87°03'43" East 281.03 feet to Station 4064 + 79.68 (±) of said Main Track centerline as per said Frisco Lines Yard Plat; thence along said centerline South 08°12'00" East 166.72 feet to Station 4066 + 46.40 (±), being the POINT OF BEGINNING; thence continuing along said centerline South 08°12'00" East 130.00 feet to Station 4067 + 76.40 (±) being the terminus, containing 13,000 square feet, more or less.

765-14551-001
Chic-Fit-A Inc



OVERALL BOUNDARY:

LINE	BEARING	LENGTH
L1	S 11°19'26" W	49.87'
L2	N 90°00'00" W	38.62'
L3	S 87°34'14" E	115.82'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	992.14'	531.21'	524.89'	N 40°49'07" W	30°40'39"
C2	1057.14'	443.70'	440.45'	S 38°46'05" E	24°02'54"

LESS AND EXCEPT:

LINE	BEARING	LENGTH
L1a	N 87°19'15" W	25.38'
L2a	S 87°34'14" E	35.43'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1a	1031.14'	402.89'	400.33'	N 38°45'19" W	22°23'13"
C2a	1053.14'	396.20'	393.87'	S 37°38'40" E	21°33'19"

TOTAL AREA ----- 32,556 Sq. Ft

LESS & EXCEPT - 8,789 Sq. Ft

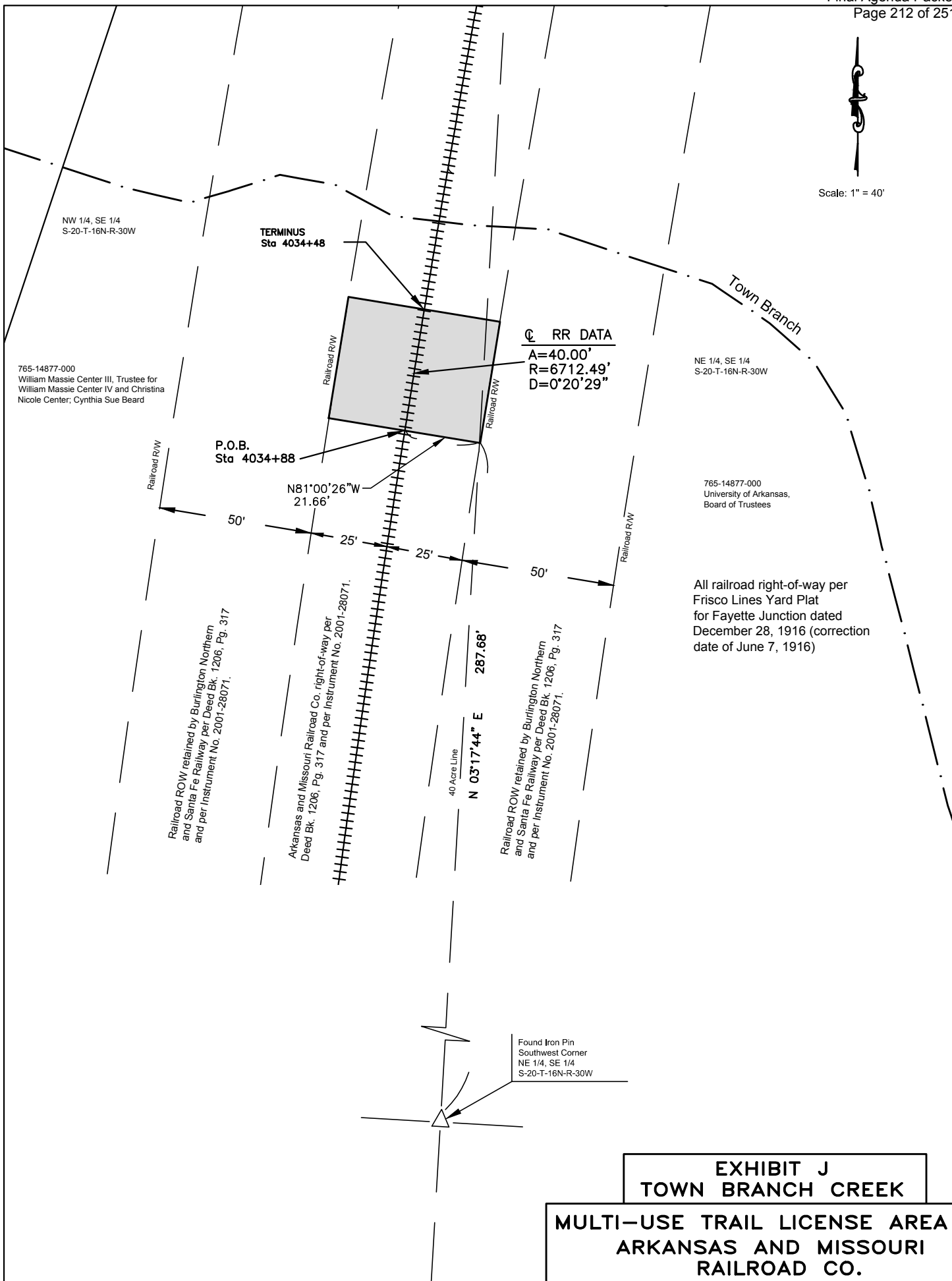
LICENSE AREA - 23,767 Sq. Ft

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED BOUNDARIES AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY

EXHIBIT H
RAZORBACK ROAD
MULTI-USE TRAIL LICENCE AREA
ARKANSAS AND MISSOURI
RAILROAD CO.



Scale: 1" = 40'



NW 1/4, SE 1/4
 S-20-T-16N-R-30W

TERMINUS
 Sta 4034+48

765-14877-000
 William Massie Center III, Trustee for
 William Massie Center IV and Christina
 Nicole Center, Cynthia Sue Beard

RR DATA
 A=40.00'
 R=6712.49'
 D=0°20'29"

NE 1/4, SE 1/4
 S-20-T-16N-R-30W

765-14877-000
 University of Arkansas,
 Board of Trustees

P.O.B.
 Sta 4034+88

N81°00'26"W
 21.66'

50'

25'

25'

50'

Railroad ROW retained by Burlington Northern
 and Santa Fe Railway per Deed Bk. 1206, Pg. 317
 and per Instrument No. 2001-28071.

Arkansas and Missouri Railroad Co. right-of-way per
 Deed Bk. 1206, Pg. 317 and per Instrument No. 2001-28071.

40 Acre Line
 N 03°17'44" E
 287.68'

Railroad ROW retained by Burlington Northern
 and Santa Fe Railway per Deed Bk. 1206, Pg. 317
 and per Instrument No. 2001-28071.

All railroad right-of-way per
 Frisco Lines Yard Plat
 for Fayette Junction dated
 December 28, 1916 (correction
 date of June 7, 1916)

Found Iron Pin
 Southwest Corner
 NE 1/4, SE 1/4
 S-20-T-16N-R-30W

**EXHIBIT J
 TOWN BRANCH CREEK**

**MULTI-USE TRAIL LICENSE AREA
 ARKANSAS AND MISSOURI
 RAILROAD CO.**

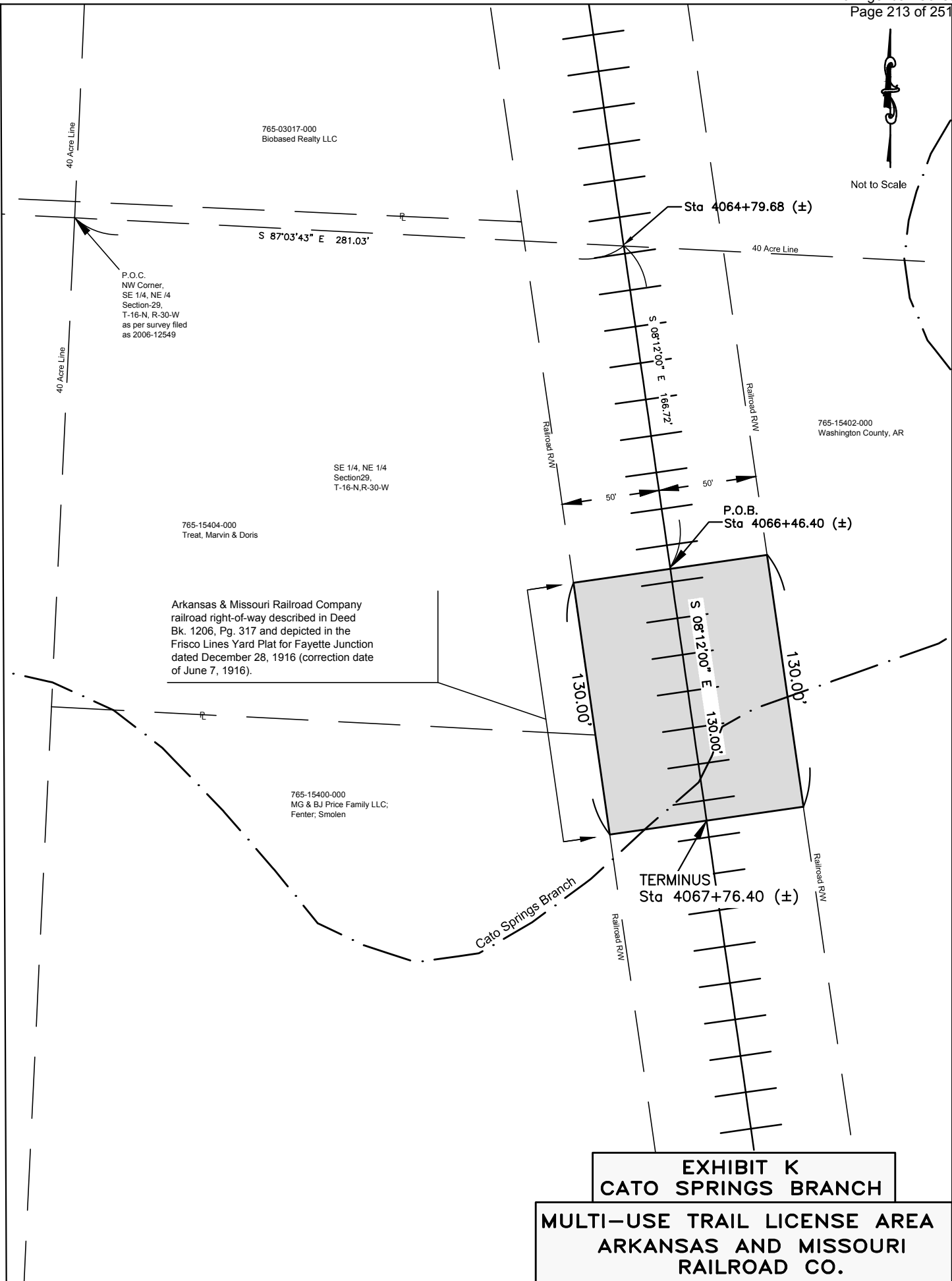


EXHIBIT K
CATO SPRINGS BRANCH
MULTI-USE TRAIL LICENSE AREA
ARKANSAS AND MISSOURI
RAILROAD CO.



Doc ID: 014770230014 Type: REL
 Kind: AGREEMENTS
 Recorded: 08/30/2012 at 02:03:19 PM
 Fee Amt: \$80.00 Page 1 of 14
 Washington County, AR
 Bette Stamps Circuit Clerk

File **2012-00026010**

LICENSE AND AGREEMENT

MEMORANDUM OF LICENSE AND AGREEMENT, effective the 15th day of July, 2008, by and between the ARKANSAS & MISSOURI RAILROAD COMPANY, a Virginia Corporation, whose local address is 306 East Emma, Springdale, Arkansas 72764, and the CITY OF FAYETTEVILLE, ARKANSAS, a Municipal Corporation, whose address is 113 W. Mountain St., Fayetteville, Arkansas 72701,

WHEREAS, the CITY OF FAYETTEVILLE has requested to install and maintain for the use of CITY OF FAYETTEVILLE and the public generally, a multi-use trail along and across the ARKANSAS & MISSOURI RAILROAD COMPANY's right-of way in the City of Fayetteville, County of Washington, State of Arkansas substantially as shown on and more particularly described the Exhibits attached hereto and made a part hereof, said multi-use trail to be installed and maintained at the sole cost and expense of the CITY OF FAYETTEVILLE; and

WHEREAS, the ARKANSAS & MISSOURI RAILROAD COMPANY is agreeable to the installation and use by CITY OF FAYETTEVILLE, its agents, servants, employees, guests and the public generally of said multi-use trail over the property of the ARKANSAS & MISSOURI RAILROAD COMPANY at the City of Fayetteville, Arkansas at the sole cost and expense of the CITY OF FAYETTEVILLE, but only on the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The CITY OF FAYETTEVILLE will furnish the labor and materials necessary to install and maintain said multi-use trail over the property of the ARKANSAS & MISSOURI RAILROAD COMPANY at City of Fayetteville, Arkansas.
2. The ARKANSAS & MISSOURI RAILROAD COMPANY hereby grants license unto the CITY OF FAYETTEVILLE to install and maintain said multi-use trail over the property of the ARKANSAS & MISSOURI RAILROAD COMPANY at the locations described on Exhibit "1" and as diagramed on Exhibits "A-F" attached hereto, and permission to use said multi-use trail during the continuance hereof, together with the agents, servants, employees, guests and invitees of CITY OF FAYETTEVILLE, and the public generally.
3. Should any changes be required in the location, construction, reconstruction or protection of the multi-use trail, due to ARKANSAS & MISSOURI RAILROAD COMPANY's use of its property and facilities, including changes to or installation of ARKANSAS & MISSOURI RAILROAD COMPANY's track at the locations of the multi-use trail, or due to the requirements of any Local, State or Federal regulations, the CITY OF FAYETTEVILLE at its sole cost and expense shall make changes required to the multi-use trail, or the ARKANSAS & MISSOURI RAILROAD COMPANY will make the changes, additions or modifications to the multi-use trail, at the sole cost and expense of the CITY OF FAYETTEVILLE.
4. The CITY OF FAYETTEVILLE shall not create or permit to be created or to exist upon said multi-use trail any nuisance, public or private, during the continuance of this License.

5. The term of this Agreement and License shall continue in full force and effect for a term of Ninety-Nine (99) years unless it shall become necessary for the ARKANSAS & MISSOURI RAILROAD COMPANY to construct a second set of tracks or other improvements for its operation, at which time the ARKANSAS & MISSOURI RAILROAD COMPANY shall give the CITY OF FAYETTEVILLE One Hundred Eighty (180) days notice in writing of its intention so to do. The ARKANSAS & MISSOURI RAILROAD COMPANY can also terminate this License for cause if after written notice to the CITY OF FAYETTEVILLE it has not cured a breach of its obligations within thirty (30) days notice to do so. Upon termination or expiration of this agreement, the CITY OF FAYETTEVILLE shall, at the sole cost and expense of the CITY OF FAYETTEVILLE, remove the multi-use trail described herein and restore the portion of ARKANSAS & MISSOURI RAILROAD COMPANY's property used for the multi-use trail to its former condition. If the improvements are not removed within 30 days of the termination, the ARKANSAS & MISSOURI RAILROAD COMPANY shall remove or cause to be removed the multi-use trail, of which reasonable cost and expense shall be paid by the CITY OF FAYETTEVILLE.

6. As consideration for the privileges herein contained the CITY OF FAYETTEVILLE agrees, at the sole cost and expense of the CITY OF FAYETTEVILLE, to erect, own, and maintain a 6' black vinyl coated chain link fence to be located between the trail and the tracks to discourage pedestrian access to the multi-use trail; to install signage at every point where it is possible for the public to access the right-of-way, warning that trespassing upon railroad tracks and right-of-way is both illegal and dangerous; and to construct and maintain freestanding roof structures at those points where the multi-use trail passes under the trestles of the ARKANSAS & MISSOURI RAILROAD COMPANY. The freestanding roof structures shall extend to the right-of-way of the ARKANSAS & MISSOURI RAILROAD COMPANY, and be constructed in such a manner as to deter the users of the multi-use trail from using them as leverage to access the trestles or other railroad structures.

7. Notwithstanding anything above to the contrary, CITY OF FAYETTEVILLE, its successors and assigns, including any contractors or subcontractors providing work for it, shall not perform any construction or any significant maintenance other than mowing, weed-eating, trash pick up, and the like, within Exhibit "A" without first obtaining a work permit from ARKANSAS & MISSOURI RAILROAD COMPANY and shall comply with all conditions of such work permit, including the furnishing of a railroad protected insurance policy.

8. The CITY OF FAYETTEVILLE shall cause any contractor engaged by it to obtain and furnish to the ARKANSAS & MISSOURI RAILROAD COMPANY a policy of public liability and property damage insurance in an amount of not less than \$5,000,000.00. Such policy shall name the ARKANSAS & MISSOURI RAILROAD COMPANY as an additional insured and shall provide that notice shall be given to the ARKANSAS & MISSOURI RAILROAD COMPANY not less than thirty (30) days prior to the cancellation of such policy. Such policy shall be subject to the approval of the ARKANSAS & MISSOURI RAILROAD COMPANY and shall remain in effect during the construction of the improvements contemplated by this agreement.

9. The CITY OF FAYETTEVILLE shall, at its sole cost and expense, reimburse for any delays to train operations, and repair any and all damage to the ARKANSAS & MISSOURI RAILROAD COMPANY'S property, any property within its possession as a bailee or lessee, trackage, and other facilities, which delays or damage are caused by the installation, repair and maintenance of the improvements contemplated this agreement and shall, to the reasonable

satisfaction of the ARKANSAS & MISSOURI RAILROAD COMPANY, restore such property, trackage and other facilities to their original condition. The CITY OF FAYETTEVILLE shall cause the contractor, if any, to be bound by this provision.

10. The CITY OF FAYETTEVILLE shall cause any contractor employed by it or engaged by it to construct the improvements contemplated by this agreement to assume any and all liability for injury to or death of persons, all loss or damage to property, in any manner arising from or during the construction of the improvements contemplated by this agreement, however, such injury, death, loss, damage or destruction as aforesaid may occur or be caused. The CITY OF FAYETTEVILLE shall further cause any contractor engaged by it to construct the improvements contemplated by this agreement to indemnify and save and hold harmless the ARKANSAS & MISSOURI RAILROAD COMPANY from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs and expenses arising or growing out of or in connection with such injury, death, loss, damage, or destruction as aforesaid, which expense shall include the cost ARKANSAS & MISSOURI RAILROAD COMPANY incurs defending itself, including attorney fees and expenses.

11. In consideration of the grant of this License, the CITY OF FAYETTEVILLE shall purchase a policy of liability insurance which shall insure the ARKANSAS & MISSOURI RAILROAD COMPANY in the amount of \$5,000,000.00 from liability for injury or death to persons or damage to property arising from persons using the trail described on Exhibit "A," including persons who are injured at any place upon the right of way of the ARKANSAS & MISSOURI RAILROAD COMPANY adjacent to such trail, whether injuries are caused by the operation of trains by the ARKANSAS & MISSOURI RAILROAD COMPANY or otherwise. At the option of the ARKANSAS & MISSOURI RAILROAD COMPANY such policy shall either name the ARKANSAS & MISSOURI RAILROAD COMPANY as a named insured of such policy or an additional insured. Such policy shall be kept in full force and effect during the existence of this License and shall continue to insure the ARKANSAS & MISSOURI RAILROAD COMPANY for incidents arising during the existence of this License and until such trail and any improvements installed by the CITY OF FAYETTEVILLE are removed in accordance with the provisions of paragraph 5 above, regardless of when the claim is made. Such policy shall be subject to the approval of the ARKANSAS & MISSOURI RAILROAD COMPANY and shall provide notice to the ARKANSAS & MISSOURI RAILROAD COMPANY not less than thirty (30) days of cancellation of such policy. If the CITY OF FAYETTEVILLE engages a contractor to construct such trail and such policy acquired by the contractor pursuant to paragraph 8 would cover the same potential liability of the ARKANSAS & MISSOURI RAILROAD COMPANY as the policy to be acquired by the CITY OF FAYETTEVILLE as required above, then the CITY OF FAYETTEVILLE shall not be required to provide the insurance required herein above until the construction of such trail is complete (so long as there is no lapse of coverage). Otherwise, such policy required of the CITY OF FAYETTEVILLE shall be acquired and made effective prior to the commencement of any construction of such trail.

12. This Agreement shall not be assigned or in any manner transferred without the express written consent of the President of the ARKANSAS & MISSOURI RAILROAD COMPANY, or his duly authorized representative.

Until terminated as herein provided, this Agreement shall inure to the benefit of and be binding upon the legal representative and successors of the parties respectively.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

City of Fayetteville, Arkansas

By: *Dan Coody*
Dan Coody, Mayor

Arkansas & Missouri Railroad Co.

By: *Brent McCready*
Brent McCready, President

ATTEST:

By: *Sondra E. Smith*
SONDRA E. SMITH, City Clerk/Treasurer



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 **Dan Coody** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, 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 15TH day of July, 2018.

MY COMMISSION EXPIRES:

09-18-2017

Jill S. Goddard
Notary Public



ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

On this the 7th day of August, 2012, before me, the undersigned officer, personally appeared Brent McCready, who acknowledged himself to be the President of the Arkansas & Missouri Railroad Co., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
5-2-2013



Notary Public



ARKANSAS AND MISSOURI RAILROAD COMPANY, INC.

As shown on Exhibit "A":

Part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) Section Sixteen (16), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas and all within the Arkansas and Missouri Railroad right-of-way being more particularly described as follows: Beginning at the intersection of the Southerly right-of-way Dickson Street and a point eight (8) feet easterly of the existing centerline main track Arkansas and Missouri Railroad; thence along the said Southerly right-of-way of Dickson Street South 87°10'56" East 17.00 feet to a point twenty-five (25) feet Easterly of and parallel to said existing centerline main track; thence leaving said Southerly right-of-way Dickson Street parallel to said existing centerline main track South 02°43'39" West 45.00 feet to the beginning of a curve to the right, said curve having a central angle of 23°22'50" and a radius of 980.37 feet; thence along said curve concentric to said existing centerline main track an arc length of 400.05 feet; thence parallel to said existing centerline main track South 27°19'38" West 87.88 feet; thence North 62°40'22" West 17.00 feet to a point perpendicular and parallel to eight (8) feet easterly of said existing centerline main track; thence parallel to said existing main track North 27°19'38" East 87.88 feet to the beginning of a curve to the left, said curve having a central angle of 23°22'11" and a radius of 963.37 feet; thence concentric to said existing main track along said curve an arc length of 392.94 feet; thence continuing parallel to said existing main track North 02°43'39" East 44.85 feet to the Point of Beginning, containing 8998 square feet, more or less.

As shown on Exhibit "B":

Part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) Section Sixteen (16), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas and all within the Arkansas and Missouri Railroad right-of-way being more particularly described as follows: Beginning at the intersection of the Northerly right-of-way Dickson Street and a point eight (8) feet easterly of the existing centerline main track Arkansas and Missouri Railroad; thence parallel to said existing main track North 02°43'39" East 415.61 feet to the beginning of a curve to the left, said curve having a central angle of 12°45'24" and a radius of 1335.51 feet; thence concentric to said existing main track along said curve an arc length of 297.35 feet to the Southerly right-of-way Lafayette Street; thence along said Southerly right-of-way Lafayette Street North 74°24'22" East 17.08 feet to the beginning of a non-tangent curve to the right; thence leaving said Southerly right-of-way Lafayette Street along said curve, said curve having a central angle of 12°49'37" and a radius of 1352.51 feet, an arc length of 302.79 feet to a point, said point having a chord bearing and distance from said beginning of curve of South 03°41'10" East 302.16 feet; thence South 02°43'39" West 415.61 feet to the said Northerly right-of-way Dickson Street; thence along said Northerly right-of-way Dickson Street North 87°16'21" West 17.00 feet the Point of Beginning, containing 12167 square feet, more or less.

As shown on Exhibit "C":

Part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) Section Sixteen (16), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas and all within the Arkansas and Missouri Railroad right-of-way being more particularly described as follows: Beginning at the intersection of the Southerly right-of-way of Maple Street and a point eight (8) feet easterly and radial of the existing centerline main track of the Arkansas and Missouri Railroad; thence along said Southerly right-of-way of Maple Street South 81°39'25" East 18.71 feet to a point twenty-five (25) feet Easterly of and concentric to said existing centerline main track; thence leaving said Southerly right-of-way of Maple Street along a curve concave Northeasterly concentric to said existing centerline main track an arc length of 206.26 feet through a central angle 03°06'51", said curve having a radius of 3794.83 feet to the West line of Lot 1, Frisco Addition to the City of Fayetteville; thence along said West line South 02°46'46" West 15.67 feet to the Southwest corner of said Lot 1; thence along the South line of said Lot 1 South 87°34'14" East 6.44 feet to a point 25 feet Easterly of and concentric to said existing centerline main track; thence along a curve concave Northeasterly concentric to said existing centerline main track an arc length of 74.61 feet through a central angle 01°07'35", said curve having a radius of 3794.83 feet; parallel to said existing centerline main track South 20°52'25" East 37.70 feet to the beginning of a curve to the right, said curve having a central angle of 08°38'58" and a radius of 1352.51 feet; thence along said curve an arc length of 204.17 feet to the North right-of-way of Lafayette Street; thence along said North right-of-way of Lafayette Street South 74°24'21" West 17.03 feet; thence leaving said Northerly right-of-way of Lafayette Street along a curve concave Southwesterly, eight (8) feet Easterly of and concentric to said existing centerline main track an arc length of 202.61 feet through a central angle 08°41'32", said curve having a radius of 1335.51 feet; thence parallel to said existing centerline main track North 20°52'25" West 37.70 feet to the beginning of a curve to the right, said curve having a central angle of 04°36'49" and a radius of 3811.83 feet; thence along said curve concentric to said existing centerline main track an arc length of 306.94 feet to the point of beginning, containing 9188 square feet, more or less.



As shown on Exhibit "D":

Part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and part of Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas and all within the Arkansas and Missouri Railroad right-of-way being more particularly described as follows: Beginning at the intersection of the Northerly right-of-way of Maple Street and a point eight (8) feet easterly and radial of the existing centerline main track of the Arkansas and Missouri Railroad; thence concentric to said existing centerline main track along a curve through a central angle of 8°16'43" and a radius of 3811.83 feet an arc length of 550.77 feet; thence parallel with said existing centerline main track North 07°19'18" West 665.64 feet; thence South 82°40'14" West 33.00 feet to a point twenty-five (25) feet westerly and parallel of the said existing centerline main track; thence parallel with said existing centerline main track North 07°19'18" West 424.85 feet; thence South 25°50'26" East 53.52 feet a point eight (8) feet westerly and parallel of the said existing centerline main track; thence parallel with said existing centerline main track South 07°19'18" East 316.66 feet; thence North 82°38'56" East 16.00 feet to a point eight (8) feet easterly and parallel of the said existing centerline main track; thence parallel with said existing centerline main track North 07°19'18" West 151.90 feet; thence North 82°40'14" East 17.00 feet to a point twenty-five (25) feet easterly and parallel of the said existing centerline main track; thence parallel with said existing centerline main track South 07°19'18" East 874.98 feet to the beginning of a curve to the left said curve having a central angle of 8°23'33" and a radius of 3794.83 feet; thence along said curve, concentric to said existing centerline main track an arc length 555.86 feet to the said Northerly right-of-way of Maple Street, thence along said Northerly right-of-way of Maple Street North 81°39'25" West 18.61 feet to the point of beginning containing 31991 square feet, more or less.

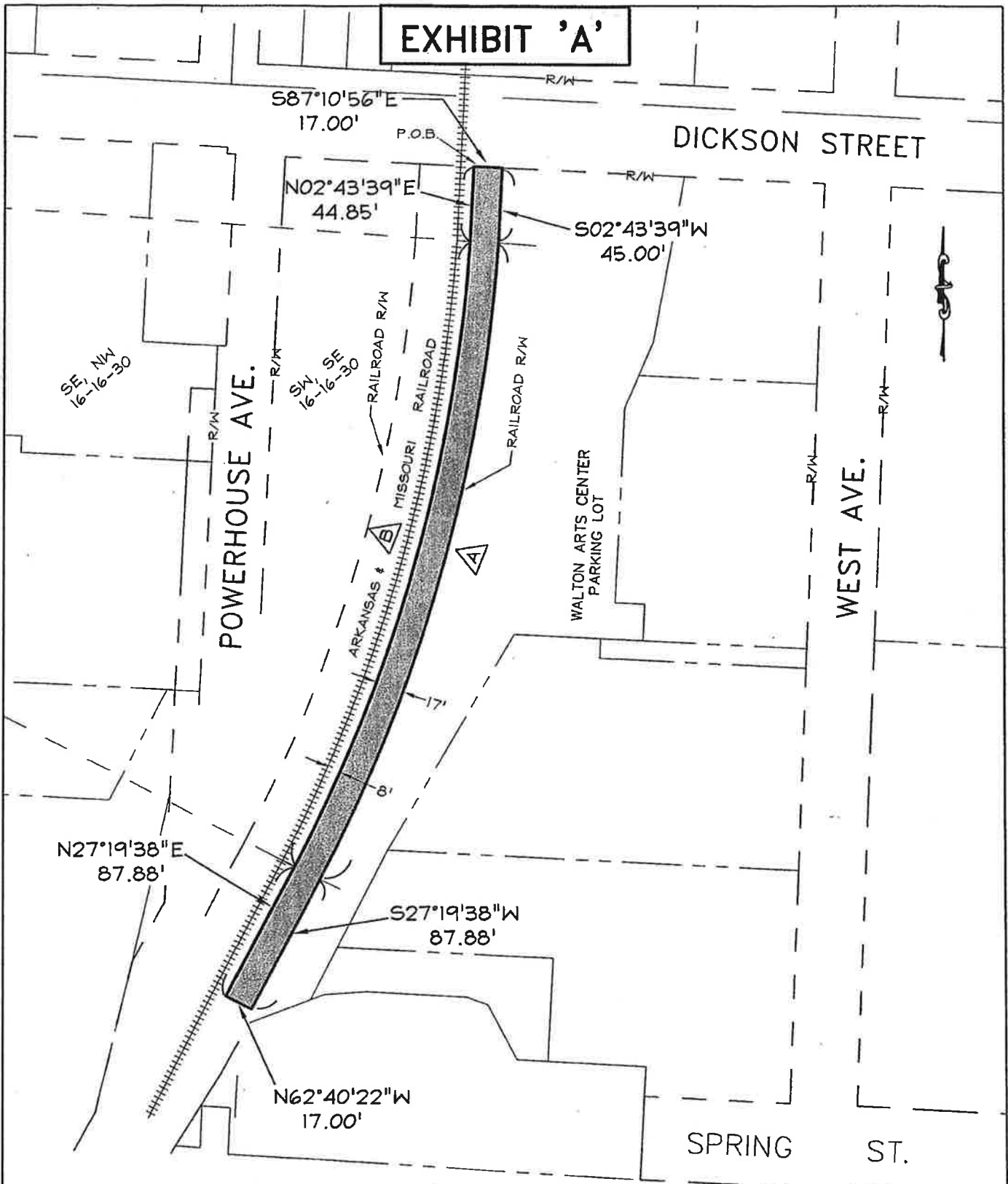
At Drake Street (as shown on Exhibit)E :

Part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-Four (34), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section; thence South 87°24'44" East 694.98 feet; thence South 02°35'16" West 845.46 feet; thence South 87°24'44" East 596.01 feet to the POINT OF BEGINNING, said point being the Southeast property corner for a property described in Instrument Number 2007-5939 with the Circuit Clerk of Washington County, Arkansas; thence along the Easterly line of said property North 20°44'51" West 13.90 feet; thence leaving said Easterly line North 69°24'43" East 106.41 feet to the Easterly right-of-way line of the Arkansas & Missouri Railroad, said line also being the Westerly line of a property described in Instrument Number 2001-172188 recorded with said Circuit Clerk; thence Southeasterly along said right-of-way South 21°08'15" East 60.03 feet; thence leaving said right-of-way South 69°24'43" West 74.41 feet to the Westerly right-of-way of said railroad; thence Northeasterly along said right-of-way North 23°06'44" West 32.83 feet; thence leaving said right-of-way North 87°24'44" West 33.82 feet to the Point of Beginning, containing 5150 square feet, more or less.

At Aspen Ridge (as shown on Exhibit)F :

A part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) Section Sixteen (16), And a part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) Section Twenty-One (21), all in Township Sixteen (16) North , Range Thirty (30) West, Washington County Arkansas, that portion of Arkansas and Missouri Rail Road right-of-way being more particularly described as follows: Commencing at the Northwest (NW) Corner of said Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) Section Twenty-One (21); thence South 86° 14' 58" East 227.88 feet; thence North 03°45'07" East 73.83 feet to the intersection of the Easterly right-of-way South Paris Avenue and the Southerly right-of-way Arkansas and Missouri Rail Road and the **Point of Beginning** ; thence along said Easterly right-of-way South Paris Avenue North 00°34'41" West 101.51 feet to a point on a curve on the Northerly right-of-way Arkansas and Missouri Rail Road said curve having a central angle of 25°42'31" and a radius of 1195.92 feet concave southwesterly; thence along said Northerly right-of-way Arkansas and Missouri Rail Road an arc length of 536.61 also having a chord bearing and distance of South 68°16'05" East 532.12 feet; thence South 55°24'50" East 148.23 feet to a point on a curve on the Easterly right-of-way Arkansas and Missouri Rail Road said curve having a central angle of 04°16'32" and a radius of 1340.84 feet concave southeasterly; thence along said Easterly right-of-way Arkansas and Missouri Rail Road an arc length of 100.07 also having a chord bearing and distance of South 36°23'18" West 100.05 feet; thence leaving said Easterly right-of-way North 55°24'50" West 145.08 feet a point on the said Southerly right-of-way Arkansas and Missouri Rail Road and the beginning of a curve to the left, said curve having a central angle of 24°50'12" and a radius of 1095.92 feet; thence along said curve an arc length of 475.06 feet to the Point of Beginning; and containing 1.496 acres more or less.

EXHIBIT 'A'



CURVE DATA

	△	△
△	23°22'50"	23°22'11"
R	980.37'	963.37'
L	400.05'	392.94'
CHORD BEARING	S15°38'13"W	N15°38'33"E
CHORD LENGTH	397.28'	390.22'

LEGEND


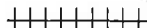
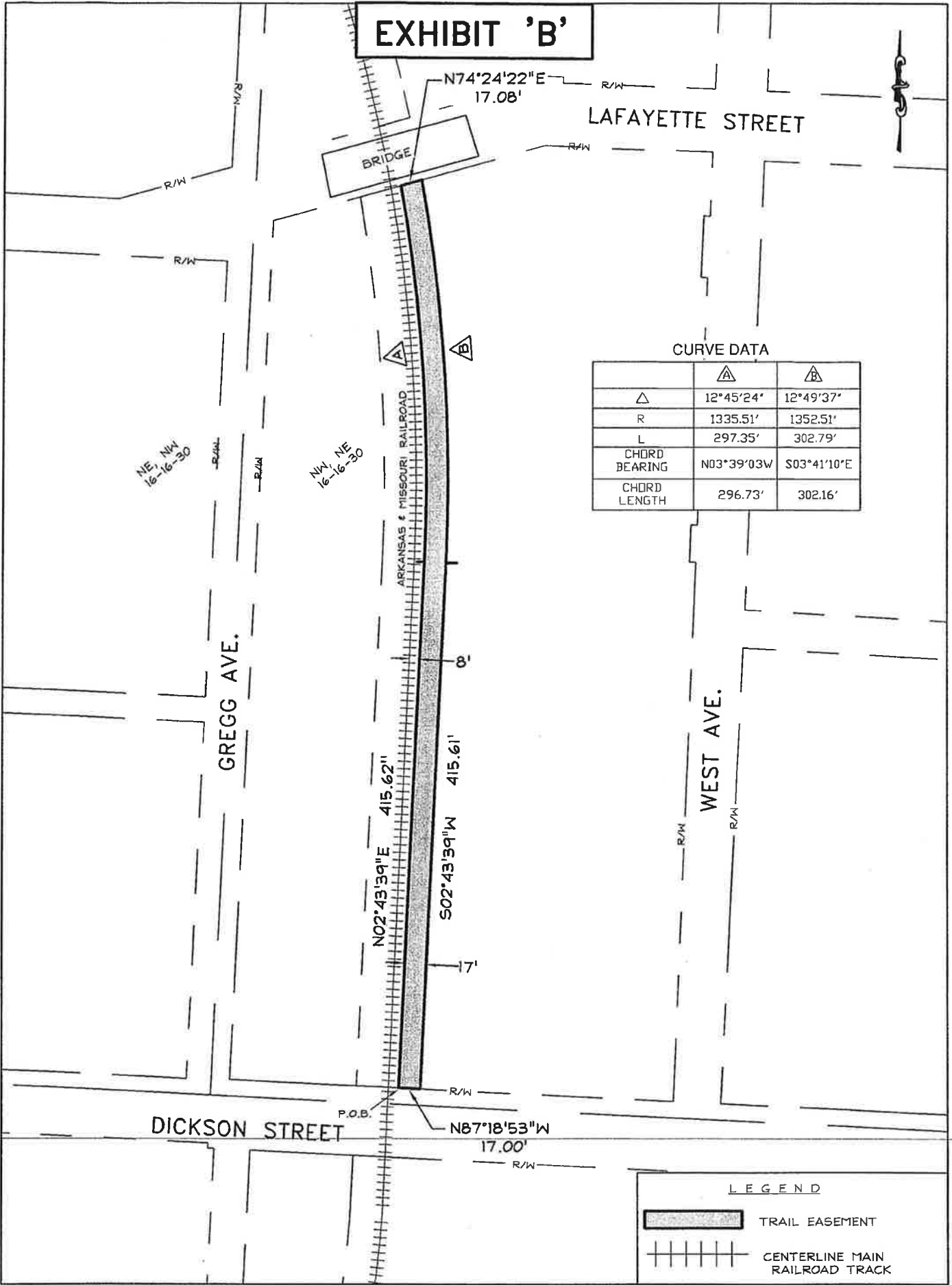
-  TRAIL EASEMENT
-  CENTERLINE MAIN RAILROAD TRACK

EXHIBIT 'B'



CURVE DATA

	△	△
△	12°45'24"	12°49'37"
R	1335.51'	1352.51'
L	297.35'	302.79'
CHORD BEARING	N03°39'03"W	S03°41'10"E
CHORD LENGTH	296.73'	302.16'

LEGEND



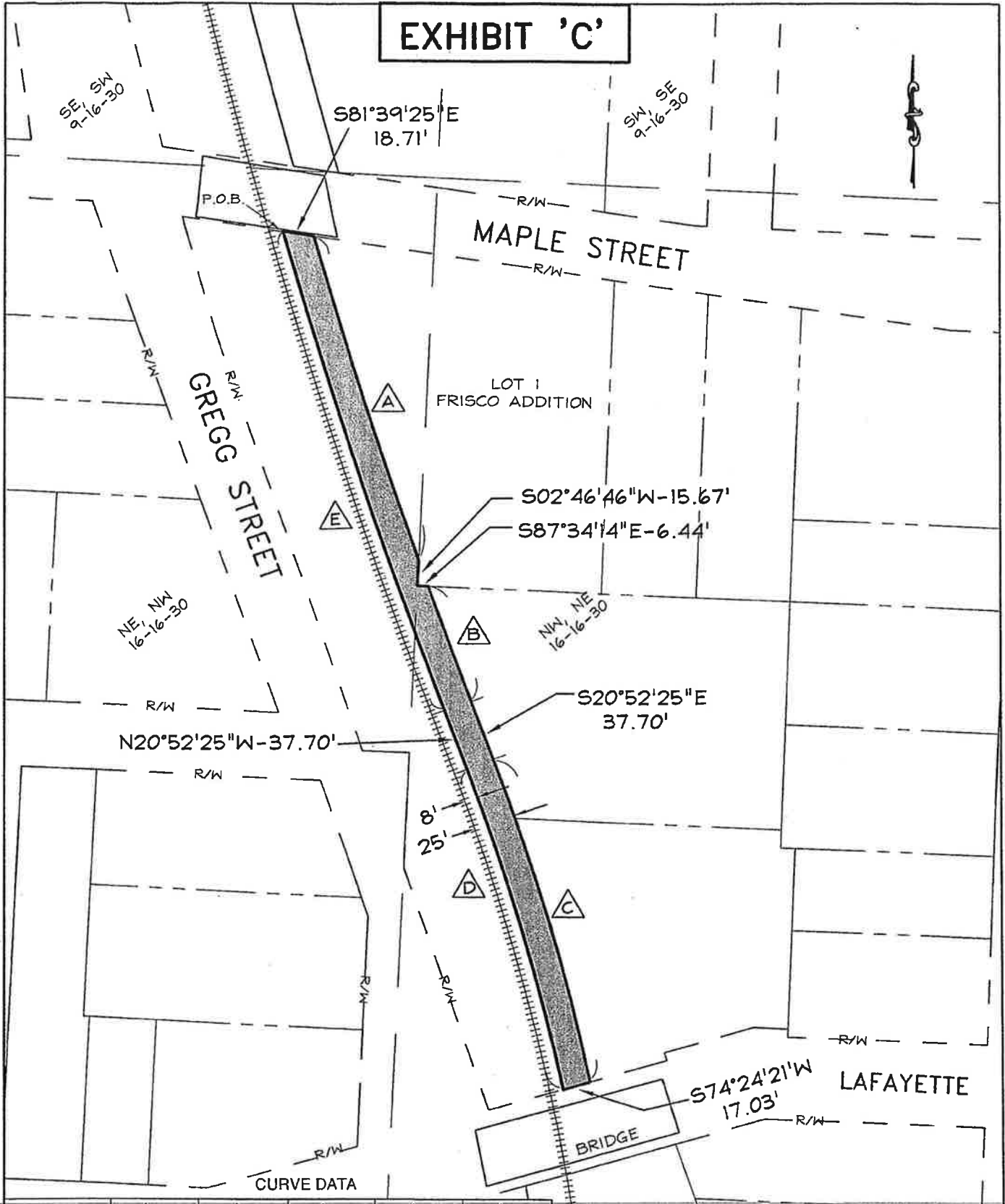
	TRAIL EASEMENT
	CENTERLINE MAIN RAILROAD TRACK

EXHIBIT 'C'



NE, NW
16-16-30

S81°39'25"E
18.71'

SW, SE
9-16-30

MAPLE STREET

GREGG STREET

LOT 1
FRISCO ADDITION

S02°46'46"W-15.67'
S87°34'14"E-6.44'

NW, NE
16-16-30

S20°52'25"E
37.70'

N20°52'25"W-37.70'

8'
25'

S74°24'21"W
17.03'


LAFAYETTE

BRIDGE

CURVE DATA

	△	△	△	△	△
△	03°06'51"	01°07'35"	08°38'58"	08°41'32"	04°36'49"
R	3794.83'	3794.83'	1352.51'	1335.51'	3811.83'
L	206.26'	74.61'	204.17'	202.61'	306.94'
CHORD BEARING	S17°56'04"E	S20°18'37"E	S16°32'56"E	N16°31'38"W	N18°34'00"W
CHORD LENGTH	206.23'	74.61'	203.98'	202.41'	306.85'

LEGEND

 TRAIL EASEMENT

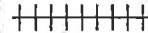
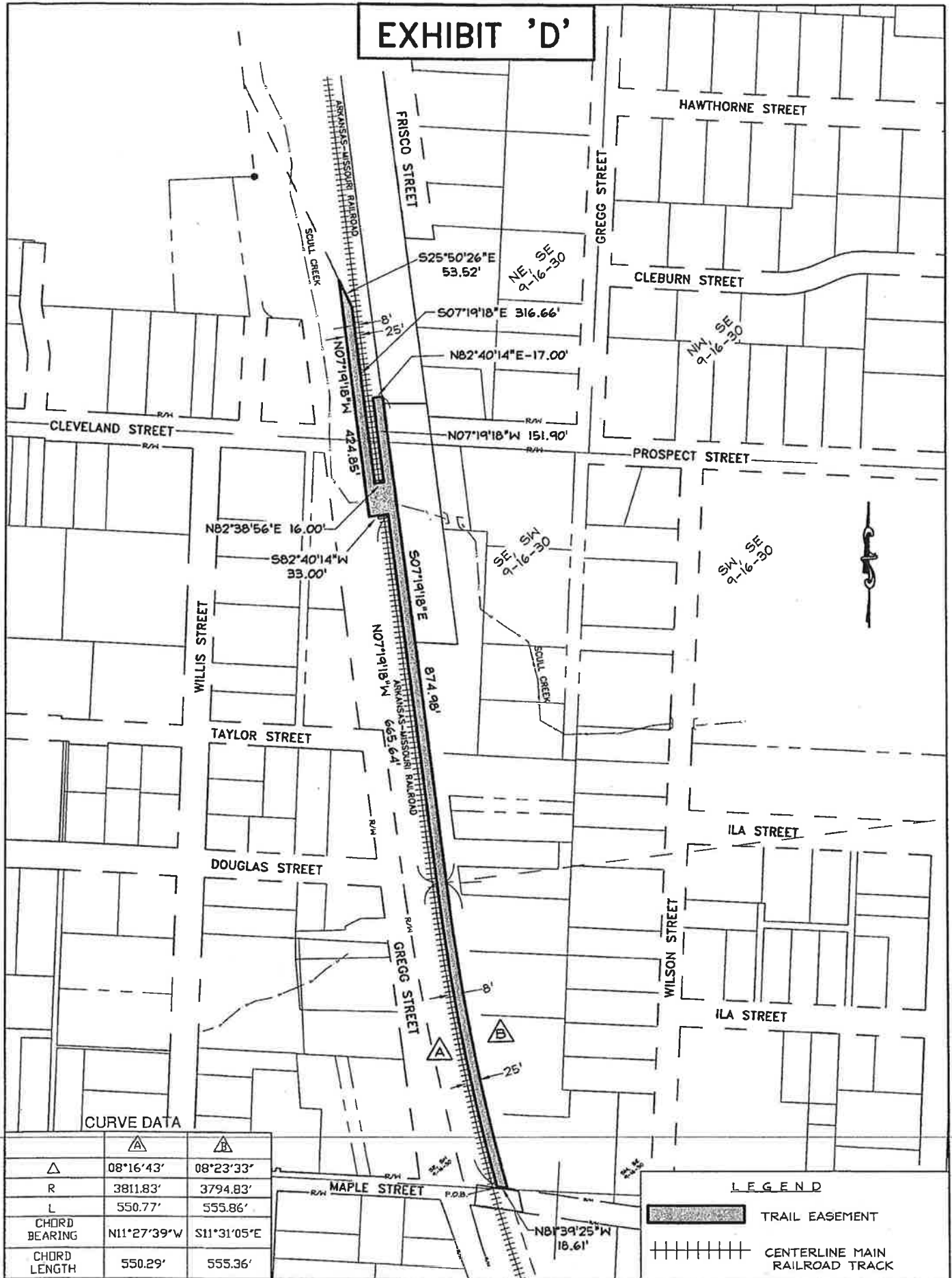
 CENTERLINE MAIN RAILROAD TRACK

EXHIBIT 'D'



CURVE DATA

	$\triangle A$	$\triangle B$
\triangle	08°16'43"	08°23'33"
R	3811.83'	3794.83'
L	550.77'	555.86'
CHORD BEARING	N11°27'39"W	S11°31'05"E
CHORD LENGTH	550.29'	555.36'

LEGEND

- TRAIL EASEMENT
- CENTERLINE MAIN RAILROAD TRACK

EXHIBIT E



DRAKE STREET
HOLDINGS, LLC
765-15903-000

EXT. REBAR
NW CORNER
NW 1/4, SE 1/4
34-17-30

S87°24'44"E
694.98'

S02°35'16"W
845.46'

S87°24'44"E
596.01'

N 20°44'51" W
13.90'

N 87°24'44" W
33.82'

N 23°06'44" W
32.83'

N 69°24'43" E
106.41'

S 21°08'15" E
60.03'

S 69°24'43" W
74.41'

765-15904-001
JAX DEVELOPMENT
COMPANY, LLC.

765-15904-002
SCULL CREEK
LIMITED
PARTNERSHIP

765-15904-000
QUALITY LIFE ASSOC. INC.

OWNERSHIP OF THIS TRACT UNKNOWN; MAY BE REMNANT
OF A PUBLIC RIGHT-OF-WAY (AS PER INSTR. 2007-8910)

ARKANSAS & MISSOURI RAILROAD
CITY OF FAYETTEVILLE (AS PER INST. 2001-172188)

GREGG AVE.

30' TRAIL EASEMENT

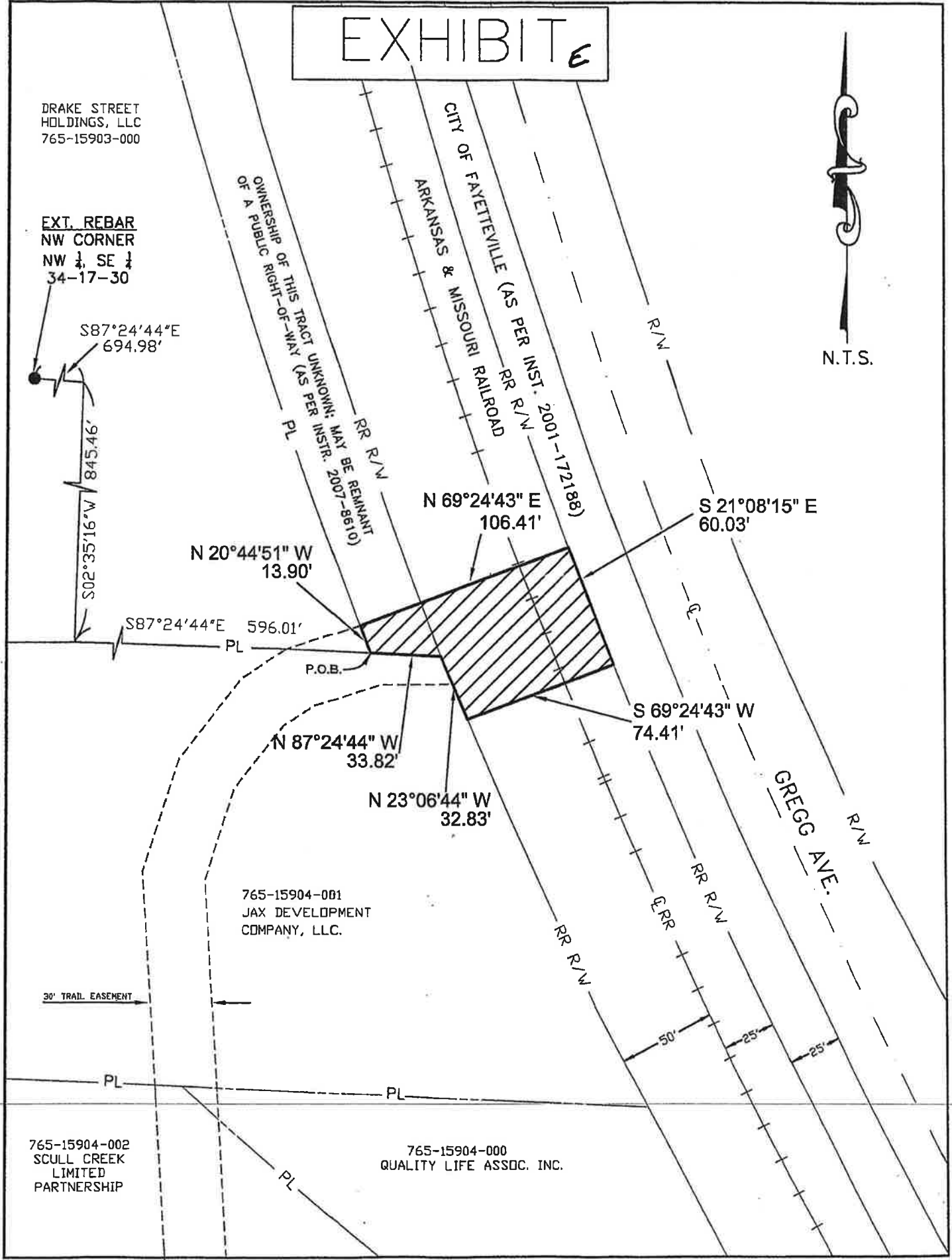
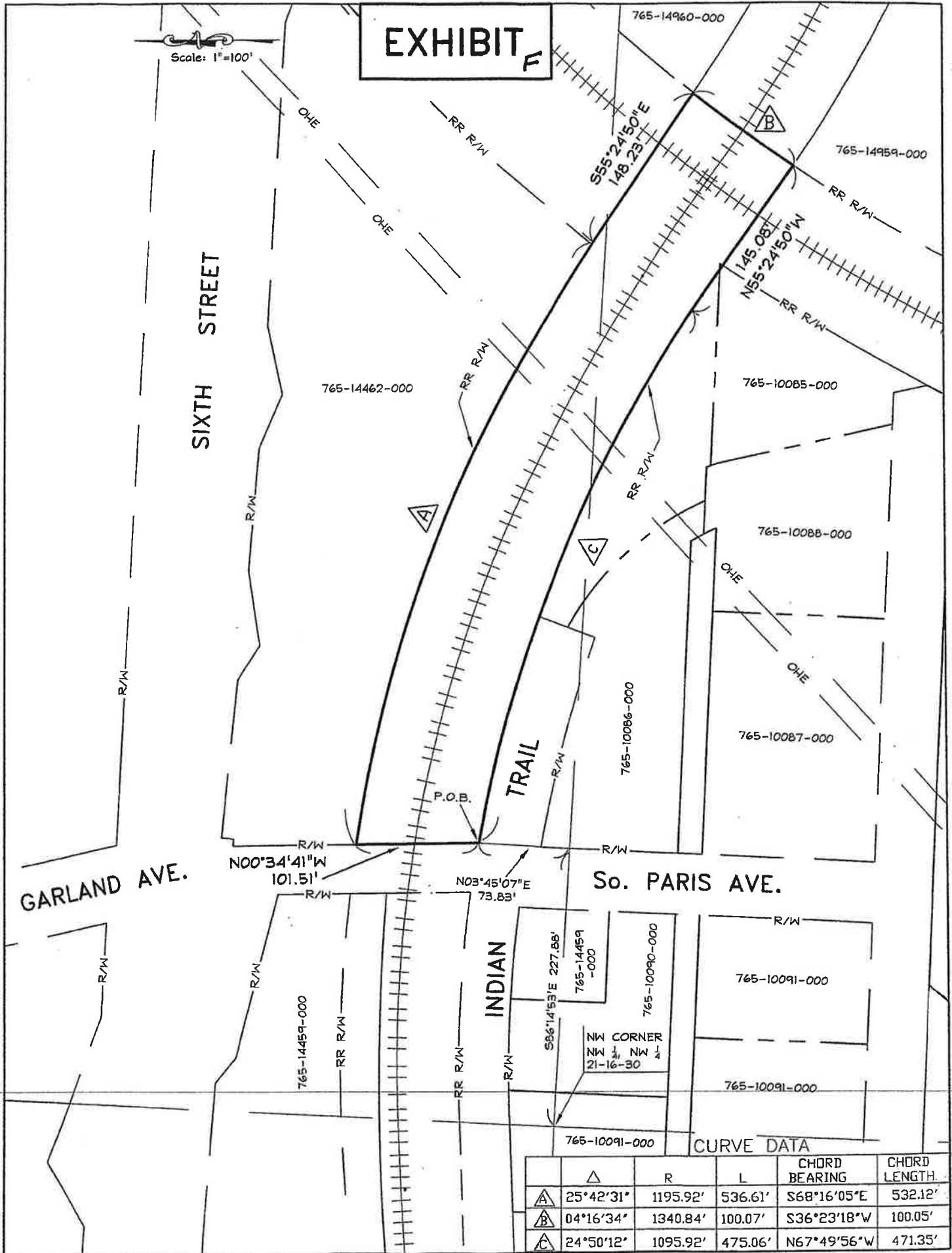


EXHIBIT F

Scale: 1"=100'



CURVE DATA

	Δ	R	L	CHORD BEARING	CHORD LENGTH
△	25°42'31"	1195.92'	536.61'	S68°16'05"E	532.12'
△	04°16'34"	1340.84'	100.07'	S36°23'18"W	100.05'
△	24°50'12"	1095.92'	475.06'	N67°49'56"W	471.35'

CYPERT, CROUCH, CLARK & HARWELL, PLLC

Attorneys at Law

COURTNEY C. CROUCH (1912-1975)

Established 1947

JAMES D. CYPERT
OF COUNSEL

JAMES E. CROUCH
WILLIAM M. CLARK, JR.
CHARLES L. HARWELL

P.O. Box 1400
111 Holcomb Street
Springdale, AR 72765-1400
Firm: 479-751-5222
Fax: 479-751-5777
www.ccchlaw.com

R. JEFFREY REYNERSON ◊
MATTHEW L. FRYAR

WRITER'S EMAIL:
jcrouch@ccchlaw.com

◊ LICENSED IN AR AND MO

August 8, 2012

Matt Mihalevich
Trails Coordinator
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: A&M Railroad/City of Fayetteville

Dear Matt:

Enclosed please find an Acknowledgment of the trail license agreement of the signature of Brent McCready.

Kindest regards.

Sincerely,
CYPERT, CROUCH, CLARK & HARWELL, PLLC



James E. Crouch

JEC/td
Enclosure