



## Legislation Text

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**File #: 2014-0584, Version: 1**

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A RESOLUTION TO APPROVE A FIVE YEAR LEASE AGREEMENT WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE YEARS WITH DAN AND ANITA SPENCER FOR APPROXIMATELY 18.18 ACRES OF UNUSED CITY PROPERTY ON THE WEST SIDE OF LAKE SEQUOYAH IN EXCHANGE FOR THE SPENCERS CONVEYING ADDITIONAL EASEMENTS TO THE CITY THAT ARE NECESSARY FOR CONSTRUCTION AND OPERATION ACTIVITIES PERTAINING TO THE LAKE SEQUOYAH SEDIMENT REMOVAL PROJECT

**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 a five year lease agreement with an option to renew for an additional five years with Dan and Anita Spencer for approximately 18.18 acres of unused City property on the west side of Lake Sequoyah in exchange for the Spencers conveying additional easements to the City that are necessary for construction and operation activities pertaining to the Lake Sequoyah sediment removal project.

**City of Fayetteville Staff Review Form**

**2014-0584**

**Legistar File ID**

**1/6/2015**

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

Billy Ammons

12/16/2014

Wastewater Treatment Plant /  
Utilities Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Lake Sequoyah Land Lease Agreement and Easement Acquisition between City of Fayetteville, Daniel A and Anita Z Spencer

**Budget Impact:**

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

V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments:

**MEETING OF JANUARY, 6<sup>TH</sup> 2014**

**TO:** Mayor and City Council  
**THRU:** Water, Sewer and Solid Waste Committee  
Don Marr, Chief of Staff  
Tim Nyander, Water/Sewer Operations Manager  
**FROM:** Billy Ammons, Wastewater Treatment  
**DATE:** December 19, 2014

**SUBJECT: A Resolution to approve a Land Lease Agreement and Easement Acquisition between the City of Fayetteville and Dan A & Anita Z Spencer.**

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**RECOMMENDATION:**

City Administration staff recommends approval of a land lease agreement for unused property owned by the City of Fayetteville near Lake Sequoyah with neighboring property owners, Dan A & Anita Z Spencer.

**BACKGROUND:**

Fayetteville's Lake Sequoyah Sediment Removal Project requires a pipeline to convey collected clarified water from the project area to the City's sanitary sewer system. As part of continued cooperative efforts with project staff, Dan and Anita Spencer have agreed to required easement acquisition in exchange for a 5-year land lease agreement of currently unused City of Fayetteville land adjacent to their property.

**DISCUSSION:**

Land lease agreement between City of Fayetteville and Dan Spencer will result in:

- Approximately 18.18 acres of City of Fayetteville land to be leased and maintained by Dan A and Anita Z Spencer
- A 20 foot wide permanent utility easement acquisition parallel to E Huntsville Rd
- A 10 foot wide permanent utility easement acquisition parallel to Lewis Woods Ln
- A 20 foot wide temporary construction easement parallel to above described easements
- Construction access for pipeline installation from E Huntsville Rd through existing gate
- It is the opinion of project staff that the proposed 5-year land lease in exchange for easement acquisitions by City of Fayetteville is an equal-value exchange.

**BUDGET/STAFF IMPACT:**

**No budget impact.**

**ATTACHMENTS:**

Staff Review Form  
14\_LSQ\_Spencer\_Easement\_Contract\_1218.pdf  
14\_LSQ\_Spencer\_Easement\_Exhibit\_FINAL.pdf  
Lease\_Agmt\_Spencer\_Lake\_Sequoyah\_Property\_121814.pdf  
FAY\_Spencer\_LAND\_LEASE\_LEGAL\_111114.pdf  
FAY\_Spencer\_LAND\_LEASE\_GIS\_112014.pdf

## LEASE AGREEMENT

On this 18<sup>th</sup> day of Dec., 2014, the City of Fayetteville hereby agrees to lease to Dan A and Anita Z Spencer, husband and wife, approximately 18.18 acres of currently unused property owned by the City of Fayetteville on the west side of Lake Sequoyah.

**WHEREAS**, Dan A and Anita Z Spencer are the owners of a tract of land adjacent to 18.18 acres of currently unused property owned by the City of Fayetteville on the west side of Lake Sequoyah; and

**WHEREAS**, on October 1, 1991, as authorized by Resolution No. 181-91, the City of Fayetteville entered into a lease agreement with Herbert A. Lewis, Sr. for 25 acres of land adjacent to Lake Sequoyah which was then assigned by Mr. Lewis to Dan Spencer; and

**WHEREAS**, the previous lease agreement has expired and the City of Fayetteville and Mr. Spencer desire to enter into a new lease agreement for a portion of the property that was included in the previous lease agreement in connection with Mr. Spencer conveying a portion of his property for use by the City as a utility easement.

**NOW, THEREFORE**, the City of Fayetteville, Dan A and Anita Z Spencer agree as follows:

1. The City of Fayetteville agrees to lease to Mr. and Mrs. Spencer approximately 18.18 acres legally described in Exhibit A attached hereto and made a part hereof (the "Property").

2. The term of this agreement shall be for a period of five (5) years commencing upon approval of this lease agreement by both parties. However, if the City of Fayetteville determines that the Property is necessary for the construction of trails or any other purpose, then this lease may be terminated upon ninety (90) days written notice to Mr. and Mrs. Spencer. If the agreement is terminated pursuant to this provision, the City of Fayetteville shall prorate the lease payment and refund any amount due for the unused portion of that year.

3. In consideration of the City of Fayetteville leasing the Property to Dan and Anita Spencer, Mr. & Mrs. Spencer agree to convey a portion of his property for use by the City of Fayetteville as a utility easement. The land to be conveyed is described in Exhibit B attached hereto and made a part hereof.

4. If at the end of the five year term Mr. and Mrs. Spencer shall have fully performed every agreement and covenant pursuant to the terms of this lease, Mr. or Mrs. Spencer shall have the option to renew this lease for an additional five (5) year term if so requested in writing provided to the City of Fayetteville no later than November 1, 2019. All terms of the original lease agreement shall remain the same except that the rent shall increase to \$500.00 per year.

5. Mr. and Mrs. Spencer may use the Property to provide pasture for cattle or horses and to bale and remove hay. When baled, any hay shall become the property of Mr. & Mrs. Spencer. Mr. and Mrs. Spencer shall be permitted to erect livestock fences on the Property.

6. Mr. and Mrs. Spencer shall fertilize the Property so that, upon expiration of this lease, it is in as good condition as on the execution date hereof. Fertilizer shall be applied in accordance with applicable state and local laws except that fertilizer shall not at any time be applied to any portion of the Property that is within a Streamside Protection Zone as defined by Fayetteville Code § 168.12.

7. Mr. and Mrs. Spencer shall not remove, nor permit to be removed, any tree or portion of a tree on the Property without the prior written authorization of the City of Fayetteville. Mr. and Mrs. Spencer shall not hunt, or permit any other person to hunt, on the Property. Any person accessing Lake Sequoyah from the Property for any purpose shall follow all City of Fayetteville and State of Arkansas laws and regulations. No boats of any kind may be launched from the Property

8. During the term of this agreement, the City of Fayetteville shall have the right to construct walking paths in close proximity to Lake Sequoyah which shall constitute a public easement for use by the public. If such walking paths conflict with grazing cattle or horses, Mr. and Mrs. Spencer shall exclude the cattle or horses from the trail areas.

9. The City of Fayetteville shall have the right to enter the Property at any time for the purpose of inspecting the property and the City of Fayetteville shall not be liable to Mr. and Mrs. Spencer for any damages as a result of such entry.

10. This lease agreement is not assignable or transferable without the written approval of the City of Fayetteville.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**CITY OF FAYETTEVILLE, ARKANSAS**


By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

ATTEST:

By: \_\_\_\_\_  
**SONDRA SMITH**, City Clerk/Treasurer

**DAN A SPENCER**, Tenant

**ANITA Z SPENCER**, Tenant

By:  \_\_\_\_\_  
**DAN A SPENCER**

By:  \_\_\_\_\_  
**ANITA Z SPENCER**

## 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 (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 20-foot wide utility easement located in the SW¼ of the NW¼ of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas, said easement being more particularly described as follows, to-wit: Commencing at the SW corner of said 40 acre tract and running thence N02°45'59"E 230.54 feet; thence S88°26'15"E 10.00 feet; thence N02°45'59"E 25.01 feet to the point on the East right of way of Lewis Woods Lane and the true Point of Beginning; thence along said right of way N02°45'59"E 20.00 feet; thence leaving said right of way S88°26'15"E 368.32 feet; thence S87°33'41"E 158.01 feet along a curve to the right having a radius of 7042.63 feet to a chord bearing and distance of S83°19'13"E 347.77 feet; thence S20°15'46"E 22.74 feet along a curve to the left having a radius of 7022.63 feet for a chord bearing and distance of N83°16'27"W 357.08 feet; thence N87°33'41"W 157.36 feet; thence N88°26'15"W 368.59 feet to the Point of Beginning. (Easement parallels Arkansas Highway No. 16)

ALSO a 10-foot wide utility easement located in the SW¼ of the NW¼ of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas, said easement being more particularly described as follows, to-wit: Commencing at the SW corner of said 40 acre tract and running thence N02°45'59"E 230.54 feet; thence S88°26'15"E 10.00 feet; thence N02°45'59"E 45.01 feet to the point on the East right of way of Lewis Woods Lane and the true Point of Beginning; thence along said right of way N02°45'59"E 155.77 feet; thence leaving said right of way S87°16'10"E 10.00 feet; thence South 02°45'59"W 155.56 feet; thence N88°26'15"W 10.00 feet to the Point of Beginning. (Easement parallels Lewis Woods Lane)

### TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A 20-foot wide temporary construction and grading easement located in the SW¼ of the NW¼ of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas, described as follows, to-wit: Commencing at the SW corner of said forty acre tract and running thence N02°45'59"E 230.54 feet; thence S88°26'15"E 10.00 feet; thence N02°45'59"E 45.01 feet to a point on the East right of way of Lewis Woods Lane and the true Point of Beginning; thence along said right of way of N02°45'59"E 20.00 feet, thence leaving said right of way S88°26'15"E 368.05 feet; thence S87°33'41"E 158.65 feet along a curve to the right having a radius of 7062.63 feet for a chord bearing and distance of S83°21'58"E 338.46 feet; thence S20°15'46"E 22.72 feet along a curve to the left having a radius of 7042.63 feet for a chord bearing and distance of N83°19'13"W 347.77 feet; thence N87°33'41"W 158.01 feet; thence N88°26'15"W 368.32 feet to the Point of Beginning. (North side of above described 20-ft easement)

ALSO A 20-foot wide temporary construction and grading easement located in the SW¼ of the NW¼ of Section 21, Township 16 North, Range 29 West, Washington County, Arkansas, described as follows, to-wit: Commencing at the SW corner of said forty acre tract and running thence N02°45'59"E 230.54 feet; thence S88°26'15"E 10.00 feet; thence N02°45'59"E 45.01 feet; thence S88°26'15"E 10.00 feet to the true Point of Beginning; thence N02°45'59"E 155.56 feet; thence S87°16'10"E 20.00 feet; thence S02°45'59"W 155.15 feet; thence N88°26'15"W 20.00 feet to the Point of Beginning. (East side of above described 10-ft easement)

**WATER/SEWER EASEMENT**

Page 2 of 2

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.

WITNESS the execution hereof on this the 18<sup>th</sup> day of December, 2014.

*Dan A. Spencer*  
Dan A. Spencer

*Anita Z. Spencer*  
Anita Z. Spencer

**ACKNOWLEDGMENT**

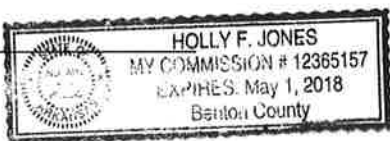
STATE OF ARKANSAS )  
COUNTY OF Benton ) ss.

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 18<sup>th</sup> day of December, 2014.

MY COMMISSION EXPIRES:

*Holly F. Jones*  
Notary Public



# UTILITY EASEMENT EXHIBIT

PROPOSED 20' WIDE UTILITY EASEMENT ADJACENT TO LEWIS WOODS LANE.

A 20' WIDE UTILITY EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO-S-WIT: 10.00' THENCE N02°45'59" E 23.01' TO A POINT ON THE EAST RIGHT-OF-WAY OF LEWIS WOODS LANE AND THE TREE POINT OF BEGINNING AND THENCE ALONG SAID RIGHT-OF-WAY N02°45'59" E 30.00' THENCE LEAVING SAID RIGHT-OF-WAY S88°20'15" E 38.32' THENCE S87°34'16" E 18.61' ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7062.65' FOR A CHORD BEARING AND DISTANCE OF S87°34'16" E 18.61' THENCE S87°34'16" E 22.92' ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7062.65' FOR A CHORD BEARING AND DISTANCE OF S87°34'16" E 18.61' THENCE S88°20'15" W 38.59' TO THE POINT OF BEGINNING. (EASEMENT PARALLELS ARKANSAS HIGHWAY No. 16)

PROPOSED 20' WIDE TEMPORARY CONSTRUCTION EASEMENT.

THE LOCATION OF THE PROPOSED 20' UTILITY EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO-S-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID RIGHT-OF-WAY AND RUNNING THENCE N02°45'59" E 23.01' THENCE ALONG SAID RIGHT-OF-WAY N02°45'59" E 30.00' THENCE LEAVING SAID RIGHT-OF-WAY S88°20'15" E 38.32' THENCE S87°34'16" E 18.61' ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7062.65' FOR A CHORD BEARING AND DISTANCE OF S87°34'16" E 18.61' THENCE S88°20'15" W 38.59' TO THE POINT OF BEGINNING. (EASEMENT PARALLELS ARKANSAS HIGHWAY No. 16)

PROPOSED 20' WIDE UTILITY EASEMENT ADJACENT TO LEWIS WOODS LANE.

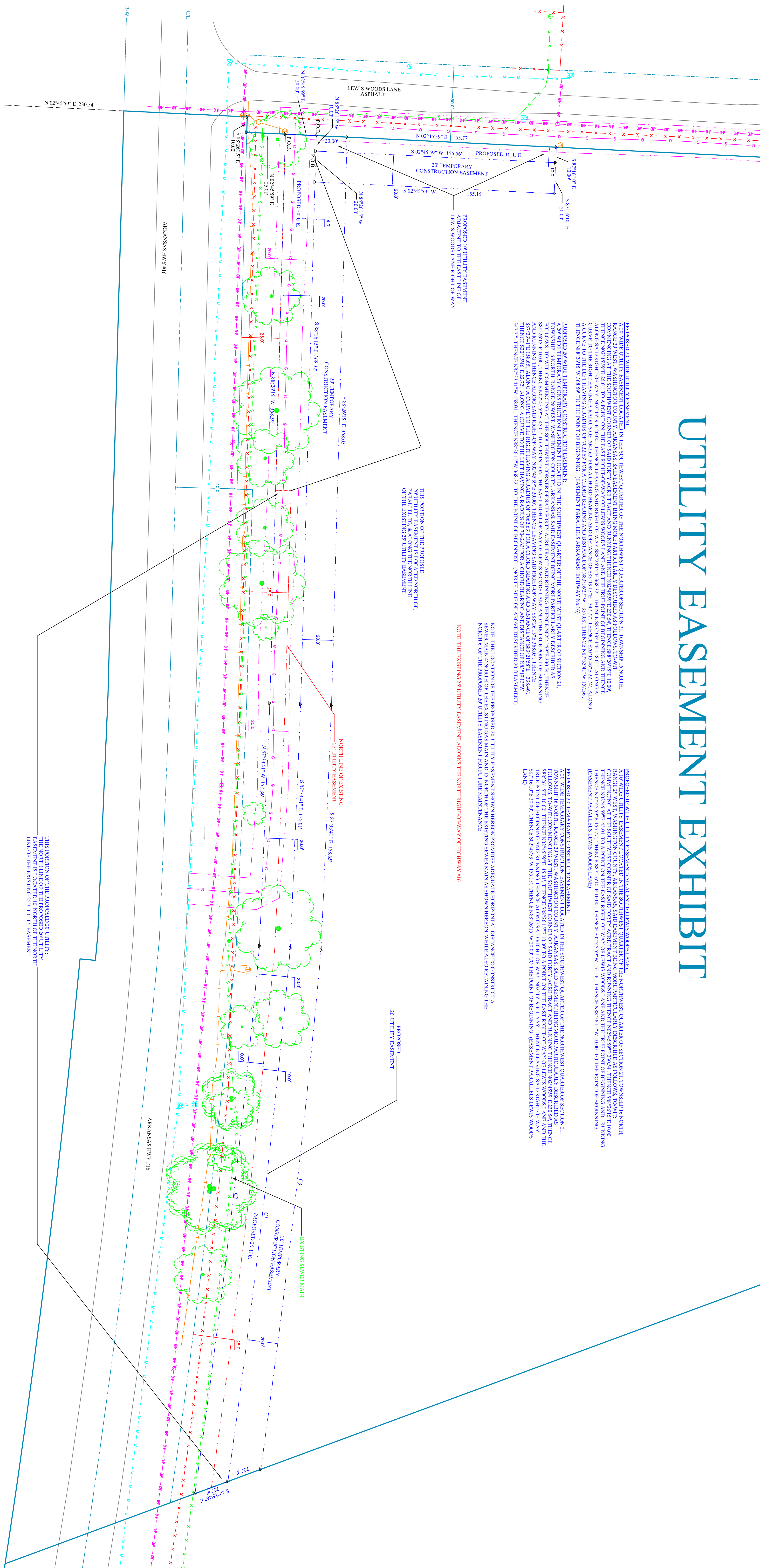
A 20' WIDE UTILITY EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO-S-WIT: 10.00' THENCE N02°45'59" E 23.01' TO A POINT ON THE EAST RIGHT-OF-WAY OF LEWIS WOODS LANE AND THE TREE POINT OF BEGINNING AND THENCE ALONG SAID RIGHT-OF-WAY N02°45'59" E 30.00' THENCE LEAVING SAID RIGHT-OF-WAY S88°20'15" E 38.32' THENCE S87°34'16" E 18.61' ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7062.65' FOR A CHORD BEARING AND DISTANCE OF S87°34'16" E 18.61' THENCE S88°20'15" W 38.59' TO THE POINT OF BEGINNING. (EASEMENT PARALLELS LEWIS WOODS LANE)

PROPOSED 20' TEMPORARY CONSTRUCTION EASEMENT.

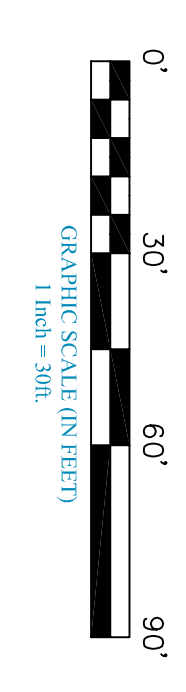
THE LOCATION OF THE PROPOSED 20' UTILITY EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO-S-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID RIGHT-OF-WAY AND RUNNING THENCE N02°45'59" E 23.01' THENCE ALONG SAID RIGHT-OF-WAY N02°45'59" E 30.00' THENCE LEAVING SAID RIGHT-OF-WAY S88°20'15" E 38.32' THENCE S87°34'16" E 18.61' ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7062.65' FOR A CHORD BEARING AND DISTANCE OF S87°34'16" E 18.61' THENCE S88°20'15" W 38.59' TO THE POINT OF BEGINNING. (EASEMENT PARALLELS LEWIS WOODS LANE)

NOTE THE LOCATION OF THE PROPOSED 20' UTILITY EASEMENT SHOWN HEREON PROVIDES ADEQUATE HORIZONTAL DISTANCE TO CONSTRUCT A SEWER MAIN 7' NORTH OF THE EXISTING GAS MAIN AND 15' NORTH OF THE EXISTING SEWER MAIN AS SHOWN HEREON WHILE ALSO RETAINING THE NORTH 15' OF THE PROPOSED 20' UTILITY EASEMENT 150'15" FROM EASEMENT LINE.

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



SW CORNER  
S.W.1/4, NW1/4  
SECTION 21  
T16N, R29W



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	7062.65'	157.72'	157.08'	N 53°10'23" W	5°24'46"
C2	7062.65'	138.50'	138.46'	S 53°21'58" E	2°44'46"

FOR USE AND BENEFIT OF  
**CH2MHILL**  
A Division of  
**Hatchellville**  
ARCHITECTS

DATE: 10/23/2014  
LOCATION: SECTION 21 NORTH  
RANGE 29 WEST

**Bates & Associates, Inc.**  
Civil Engineering and Surveying/Landscape Architecture  
111 W. Oak Street, Suite 200  
Fayetteville, Arkansas 72701-4202  
Phone: 479-242-1888

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

- BOUNDARY LINE (UNDERSHOWN)
- PROPERTY LINE (DASHED)
- RIGHT-OF-WAY LINE
- OVERHEAD POWER LINE
- EXISTING UTILITY EASEMENT
- PROPOSED UTILITY EASEMENT
- PROPOSED 20' UTILITY EASEMENT
- PROPOSED 20' TEMPORARY CONSTRUCTION EASEMENT
- EXISTING SEWER MAIN
- UTILITY EASEMENT

SCALE: 1" = 30.00'

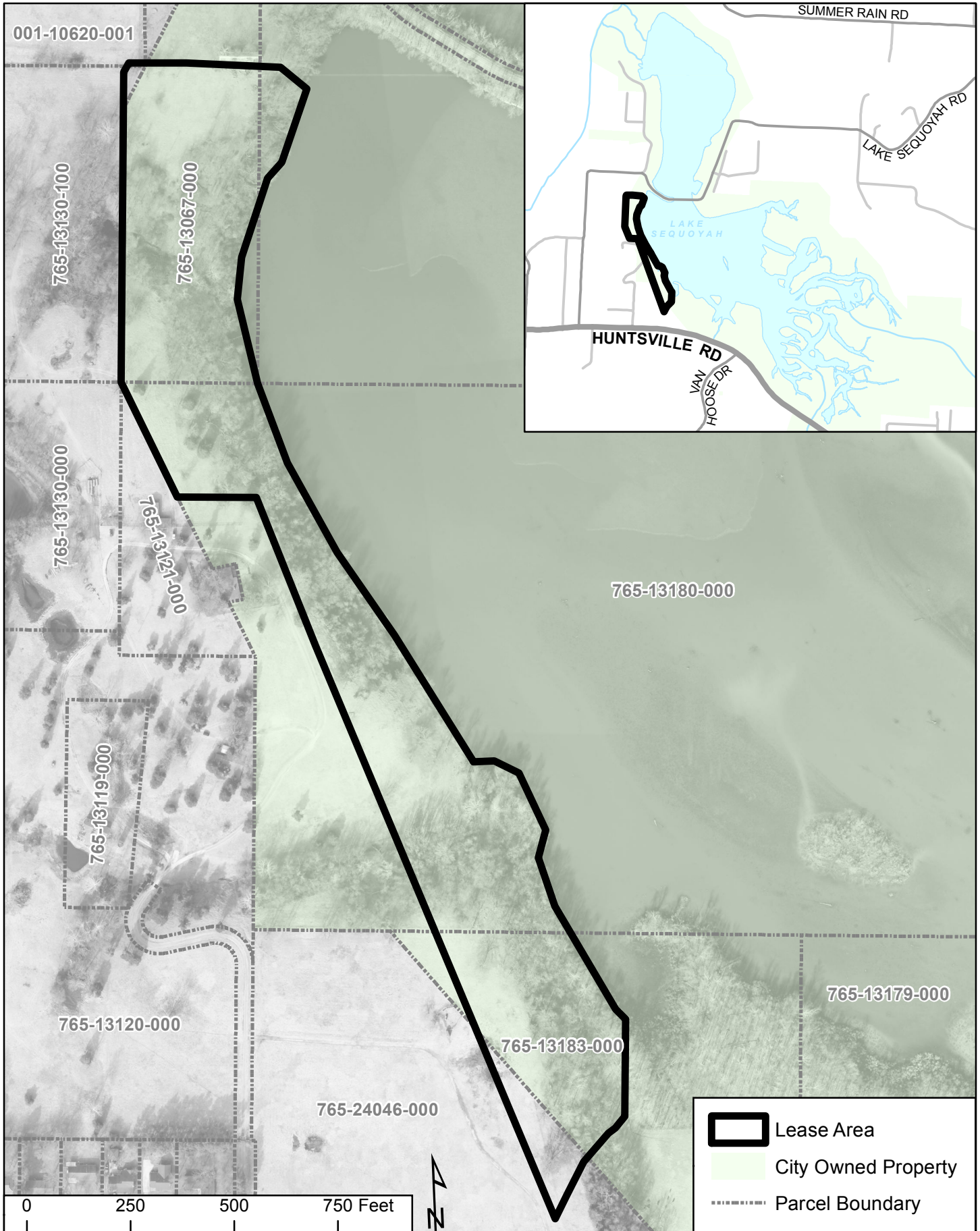
SYMBOL	DESCRIPTION
(Symbol)	BOUNDARY LINE (UNDERSHOWN)
(Symbol)	PROPERTY LINE (DASHED)
(Symbol)	RIGHT-OF-WAY LINE
(Symbol)	OVERHEAD POWER LINE
(Symbol)	EXISTING UTILITY EASEMENT
(Symbol)	PROPOSED UTILITY EASEMENT
(Symbol)	PROPOSED 20' UTILITY EASEMENT
(Symbol)	PROPOSED 20' TEMPORARY CONSTRUCTION EASEMENT
(Symbol)	EXISTING SEWER MAIN
(Symbol)	UTILITY EASEMENT

DATE: 10/23/2014  
LOCATION: SECTION 21 NORTH  
RANGE 29 WEST



# Spencer Land Lease

Lake Sequoyah, Fayetteville, AR





# Bates & Associates, Inc.

Civil Engineering - Land Surveying - Landscape Architecture

91 W. Colt Square Suite 3/ Fayetteville, AR 72703

PH: 479-442-9350 \* FAX: 479-521-9350

[www.nwabatesinc.com](http://www.nwabatesinc.com)

## PROPOSED LAND LEASE AGREEMENT LEGAL DESCRIPTION:

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, ALL IN TOWNSHIP 16 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21 AND RUNNING THENCE S18°29'44"E 205.12', THENCE S26°40'09"E 247.23', THENCE S32°10'49"E 244.03', THENCE S29°38'00"E 360.03', THENCE EAST 50.37', THENCE S61°02'02"E 66.56', THENCE S22°45'13"E 152.61', THENCE S17°12'34"W 68.74', THENCE S16°15'40"E 123.67', THENCE S28°07'18"E 289.74', THENCE S42°46'49"E 33.00', THENCE S02°44'23"W 235.20' TO AN EXISTING FENCE LINE, THENCE ALONG SAID FENCE LINE THE FOLLOWING: S41°14'32"W 36.47', S55°25'26"W 21.20', S43°04'58"W 90.54', S29°20'35"W 90.16', THENCE LEAVING SAID FENCE LINE S29°20'35"W 64.12', THENCE N20°15'46"W 1501.37' TO THE SOUTHEAST CORNER OF THE BASE OF A FLAGPOLE, THENCE N19°24'01"W 385.53', THENCE N87°18'43"W 187.10', THENCE N23°47'55"W 319.54', THENCE N02°46'51"E 735.78', THENCE N32°53'59"E 30.72' TO AN EXISTING FENCE LINE, THENCE ALONG SAID FENCE LINE THE FOLLOWING: S87°39'20"E 138.68', S85°01'56"E 227.51', S47°34'59"E 82.53', THENCE LEAVING SAID FENCE LINE S21°15'21"W 187.16', THENCE S44°05'36"W 50.93', THENCE S20°38'21"W 201.70', THENCE S08°05'49"W 102.21', THENCE S10°52'33"E 208.67' TO THE POINT OF BEGINNING, CONTAINING 18.18 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.