

Next scheduled Committee Meeting will be held in the Council Chambers, 201 Spring Street, Springdale, Arkansas.

- The date of the next Committee Meeting will be Monday, April 19, 2021.
- Committee agendas will be available on the Friday before this meeting.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS
TUESDAY, April 13, 2021

5:55 p.m. Pre Meeting Activities
Pledge of Allegiance
Invocation – Kevin Flores

6:00 p.m. **OFFICIAL AGENDA**

1. Large Print agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk
Recognition of a Quorum
4. **A Public Hearing** to vacate a portion of a Utility Easement on property located at 4585 Sequoia Ave.
5. Comments from Citizens
The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
6. Approval of Minutes – March 23, 2021 **Pgs. 3 - 10**
7. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 9.A, 11.A., 11.B. & 11.C., & 12. Motion must be approved by two-thirds (2/3) of the council members*).
8. **A Resolution** authorizing the temporary operation of a carnival as requested by Rick Culver, **Executive** Director from the Rodeo of the Ozarks, May 20 - 30, 2021 and October 1 - 9, 2021. **Pgs. 11 - 26**
9. Planning Commission Report and **Recommendation** by Patsy Christie, Director of Planning and Community Development
 - A. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (R21-04; 5 acres located at 7655 West Gibbs Road; Project name: Cadence Crossing Planned Unit Development.) from Agricultural District (A-1) to Planned Unit Development (PUD) and declaring an emergency. Tabled from the 3/23/2021 Council Meeting. **Pgs. 27 - 49**
 - B. **A Resolution** approving a Conditional Use be granted to Friendship Cemetery Association for a Tandem Lot Split at 1649 Vantress Farms Road as set forth in Ordinance No. 4030, amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinances. **Pgs. 50 & 51**

10. Finance Committee by Chairman Jeff Watson
 - A. **A Resolution** authorizing the transfer of property located adjacent to 3304 Martin Drive to David Keen and Kathy Keen. Forwarded from Committee with recommendation for approval. Pgs. 52 & 53
 - B. **A Resolution** accepting a grant from the Federal Aviation Administration and authorizing the Mayor to sign the Grant Agreement. Forwarded from Committee with recommendation for approval. Pg. 54
 - C. **A Resolution** authorizing expenditure of funds to acquire a portion of land from the Elizabeth McNabb Phillips Trust for the 40th St. Project (Falcon Road to Spring Creek Bridge), Project No. 18BPS4, Tract 4. Forwarded from Committee with no recommendation. Pg. 55
11. Ordinance Committee by Chairman Mike Overton
 - A. **An Ordinance** amending Chapter 114-88 (truck routes) of the Code of Ordinances of the City of Springdale, Arkansas. Forwarded from Committee with recommendation for approval. Pgs. 56 - 59
 - B. **An Ordinance** amending Section 110-86 (excavations) of the Code of Ordinances of the City of Springdale, Arkansas. Forwarded from Committee with recommendation for approval. Pgs. 60 - 62
 - C. **An Ordinance** relocating a portion of Maple Avenue and vacating a portion of the Right-of-Way of Success Avenue and vacating a portion of the Right-of-Way of Water Street, pursuant to ARK. CODE ANN. §14-54-104(2), declaring an emergency; and for other purposes. Forwarded from Committee with recommendation for approval. Pgs. 63 - 67
12. **An Ordinance** releasing, vacating, and abandoning a portion of a Utility Easement located (Lot 107, Pinewood Subdivision, 4585 Sequoia Ave.) on property in Springdale, Washington County, Arkansas, to declare an emergency and for other purposes. Pgs. 68 - 70
13. **A Resolution** authorizing the grant of a Water/Sewer Easement across property (Parcel No. 21-00167-470, south side of Downum Rd.) owned by the City of Springdale, Benton County, Arkansas. Pgs. 71 - 76
14. **A Resolution** authorizing the grant of Water/Sewer Easements across property (Parcel No. 21-00167-471, south side of Downum Rd. and the east side of Ball Rd.) owned by the City of Springdale, Benton County, Arkansas. Pgs. 77 - 82
15. Comments from Council Members.
16. Comments from Department Heads.
17. Comments from City Attorney.
18. Comments from the Mayor.
19. Adjournment.

SPRINGDALE CITY COUNCIL
MARCH 23, 2021

The City Council of the City of Springdale met in regular session on Tuesday, March 23, 2021, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 1
Amelia Williams	Ward 3 (Absent)
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 4
Kevin Flores	Ward 2
Randall Harriman	Ward 1 (Absent)
Mark Fougrousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Frank Gamble	Police Captain
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Eng. & Public Works Director
Colby Fulfer	Chief of Staff
Mark Gutte	IT Director

APPROVAL OF MINUTES

Council Member Powell moved the minutes of the March 9, 2021 City Council meeting be approved as presented. Council Member Flores made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Powell made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Flores made the second.

The vote:

Yes: Watson, Overton, Lawson, Flores, Fougrousse, Powell

No: None

TABLED - PROPOSED ORDINANCE REZONING 5 ACRES OWNED BY BRIAN AND MELONIE MOORE TRUST, LOCATED AT 7655 WEST GIBBS ROAD – PROJECT NAME: CADENCE CROSSING PLANNED UNIT DEVELOPMENT, FROM A-1 TO PUD

Planning Director Patsy Christie presented an ordinance rezoning five acres owned by Brian and Melonie Moore Trust, located at 7655 West Gibbs Road, Project Name: Cadence Crossing Planned Unit Development, from A-1 to PUD. Planning Commission granted a variance to allow the PUD to be on the five acres which is less than what is allowed for a PUD.

Mrs. Christie presented all the requirements for the proposed PUD.

SPRINGDALE CITY COUNCIL
MARCH 23, 2021

Apparently some of the drawings failed to get in the agenda packet, so Council Member Watson made the motion to table the rezoning request until the April 13, 2021 City Council meeting. Council Member Flores made the second.

The vote:

Yes: Overton, Lawson, Flores, Fougrousse, Powell, Watson

No: None

ORDINANCE NO. 5577 – REZONING 2.5 ACRES OWNED BY LUKE HAMMOND
LOCATED AT 3444 WAGON WHEEL ROAD, ON THE NORTH SIDE, FROM A-1
TO C-5 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 2.5 acres owned by Luke Hammond located at 3444 Wagon Wheel Road, on the north side, from A-1 to C-5 and declaring an emergency.

Planning Commission recommended approval at their March 2, 2021 meeting.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance “Do Pass”. Council Member Fougrousse made the second.

The vote:

Yes: Lawson, Flores, Fougrousse, Powell, Watson, Overton

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Flores made the second.

The vote:

Yes: Flores, Fougrousse, Powell, Watson, Overton, Lawson

No: None

The Ordinance was numbered 5577.

ORDINANCE NO. 5578 – REZONING 11.65 ACRES OWNED BY OLD MO EAST,
LLC, LOCATED AT 1609 OLD MISSOURI ROAD, EAST OF HIGHWAY 265, FROM
I-1 TO I-2 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 11.65 acres owned by Old Mo East, LLC, located at 1609 Old Missouri Road, east of Highway 265, from I-1 to I-2 and declaring an emergency.

Planning Commission recommended approval at their March 2, 2021 meeting.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass”. Council Member Overton made the second.

The vote:

Yes: Fougrousse, Powell, Watson, Overton, Lawson, Flores

No: None

SPRINGDALE CITY COUNCIL
MARCH 23, 2021

Council Member Powell moved the Emergency Clause be adopted. Council Member Fougrousse made the second.

The vote:

Yes: Powell, Watson, Overton, Lawson, Flores, Fougrousse

No: None

The Ordinance was numbered 5578.

RESOLUTION NO. 34-21 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO MIGUEL AND DAWN JIMENEZ IN CONNECTION WITH 913 SOUTH SPRING CREEK ROAD, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Miguel and Dawn Jimenez in connection with 913 South Spring Creek Road, a single family dwelling.

Council Member Powell moved the Resolution be adopted with Option 1. Council Member Flores made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO MIGUEL AND DAWN JIMENEZ IN CONNECTION WITH 913 SOUTH SPRING CREEK ROAD A SINGLE FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with 913 South Spring Creek Road a single family dwelling for Miguel and Dawn Jimenez and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to Spring Creek Road and Puppy Creek Road including drainage improvements related thereto, sidewalks in connection with 913 South Spring Creek Road a single family dwelling.

PASSED AND APPROVED THIS ____ DAY OF MARCH, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Watson, Overton, Lawson, Flores, Fougrousse, Powell

No: None

The Resolution was numbered 34-21.

ORDINANCE NO. 5579 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE DOWNTOWN SPRINGDALE ALLIANCE TO PROMOTE, PRESERVE AND ENHANCE DOWNTOWN SPRINGDALE, AND TO FACILITATE THE IMPLEMENTATION OF THE DOWNTOWN MASTER PLAN; TO WAIVE COMPETITIVE BIDDING AND FOR OTHER PURPOSES

Council Member Jeff Watson presented an Ordinance authorizing the Mayor and City Clerk to enter into a contract with the Downtown Springdale Alliance to promote, preserve and enhance Downtown Springdale, and to facilitate the implementation of the Downtown Master Plan; to waive competitive bidding and for other purposes. The contract will run from March 1, 2021 to February 28, 2022.

Because the DSA is actively involved in promoting, preserving, and enhancing Downtown Springdale, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case. The ordinance authorizes the Mayor and City Clerk to enter into a contract with the Downtown Springdale Alliance, and to pay the sum not to exceed \$100,000.00 to the Downtown Springdale Alliance, as set out in the contract, said money to be paid from general fund.

The contract states that any requested increases in compensation for the DSA shall only be considered during the city's annual budget discussion.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass”. Council Member Flores made the second.

The vote:

Yes: Lawson, Flores, Powell, Watson

No: Overton, Fougrousse

Mayor Sprouse voted yes. The motion carried.

The Ordinance was numbered 5579.

RESOLUTION NO. 35-21 – AMENDING THE 2021 BUDGET OF THE ADMINISTRATIVE DEPARTMENT TO APPROPRIATE \$50,000 FOR DOWNTOWN SPRINGDALE ECONOMIC DEVELOPMENT

Council Member Jeff Watson presented a Resolution amending the 2021 Budget of the Administrative Department to appropriate \$50,000 for Downtown Springdale Economic Development.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2021 BUDGET OF
THE ADMINISTRATIVE DEPARTMENT**

WHEREAS, the 2021 budget appropriates \$50,000 for Downtown Springdale Economic Development, and

WHEREAS, the City Council is considering an ordinance that would require an annual appropriation of \$100,000;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appropriation for Downtown Economic Development is hereby increased from \$50,000 to \$100,000.

PASSED AND APPROVED this _____ day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Powell moved the Resolution be adopted. Council Member Flores made the second.

The vote:

Yes: Lawson, Flores, Fougrousse, Powell, Watson

No: Overton

The Resolution was numbered 35-21.

RESOLUTION NO. 36-21 – AUTHORIZING THE RELEASE OF A CONSERVATION
EASEMENT ON PROPERTY OWNED BY THE CITY OF SPRINGDALE,
ARKANSAS

Council Member Mike Lawson presented a Resolution authorizing the release of a conservation easement on property owned by the City of Springdale, Arkansas.

The City has received a grant from the Arkansas Historic Preservation Program on part of acreage surrounding Rabbit Foot Lodge, and is now working with the Northwest Arkansas Land Trust to ensure continued compliance with the Act and compliance with the terms of the purchase of the property.

In order to ensure compliance with the provisions of the Act, it is necessary that the current Conservation Easement be released and replaced with a Conservation Easement to be entered into between the City of Springdale and the Northwest Arkansas Land Trust.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE RELEASE
OF A CONSERVATION EASEMENT ON
PROPERTY OWNED BY THE CITY OF
SPRINGDALE, ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property known as Parcel No. 815-29770-010, Parcel No. 815-29767-210, Parcel No. 815-29767-211, and Parcel No. 815-29767-200, Washington County, Arkansas; and Parcel No. 21-00172-010 and Parcel No. 21-00172-012, Benton County, Arkansas (collectively "the Property");

WHEREAS, on March 13, 2018, the City of Springdale, Arkansas, passed Resolution No. 38-18, authorizing the grant of a Conservation Easement on the Property, pursuant to the provisions of the Arkansas Conservation Easement Act, Ark. Code Ann. §15-20-401, *et seq.*, ("the Act"), for the purposes of retaining or protecting natural, scenic, or open-space values of the Property; assuring the Property's availability for agricultural, forest, recreational, or open-space use; protecting natural resources; and, maintaining or enhancing air or water quality of the Property;

WHEREAS, the City has received a grant from the Arkansas Historic Preservation Program on part of the Property, and is now working with the Northwest Arkansas Land Trust to ensure continued compliance with the Act and compliance with the terms of the purchase of the Property;

WHEREAS, in order to ensure compliance with the provisions of the Act, it is necessary that the current Conservation Easement be released and replaced with a Conservation Easement to be entered into between the City of Springdale and the Northwest Arkansas Land Trust; and

WHEREAS, both the Act and Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached Easement Release when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached Easement Release document releasing the current conservation easement on the Property.

PASSED AND APPROVED this ____ day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Overton moved the Resolution be adopted. Council Member Lawson made the second.

The vote:

Yes: Flores, Fougrousse, Powell, Watson, Overton, Lawson

No: None

The Resolution was numbered 36-21.

RESOLUTION NO. 37-21 – SETTING A PUBLIC HEARING DATE ON A PETITION
BY CHRISTOPHER AND GINA BROWN TO ABANDON A PORTION OF A
UTILITY EASEMENT ON LOT 107 PINWOOD SUBDIVISION IN THE CITY OF
SPRINGDALE, ARKANSAS

City Attorney Ernest Cate presented a Resolution setting a public hearing date for Tuesday, April 13, 2021, on a petition by Christopher and Gina Brown to abandon a portion of a utility easement on Lot 107 Pinewood Subdivision in the City of Springdale, Arkansas.

RESOLUTION NO. ____

**A RESOLUTION SETTING A HEARING DATE ON A PETITION
TO ABANDON A PORTION OF A UTILITY EASEMENT IN THE
CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.**

WHEREAS, Christopher Brown and Gina Brown have petitioned for the abandonment of a portion of a utility easement on Lot 107, Pinewood Subdivision, to the City of Springdale, Washington County, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, in Plat Book 16, Page 131, also known as Washington County Tax Parcel No. 815-35008-000, and being more particularly described as follows:

Part of Lot 107, Final Plat, Pinewood Subdivision, Springdale, Arkansas, recorded in Plat Book 16, Page 131, being further described as follows: Beginning at the Southeast corner of said Lot 107, thence along the southerly line of Lot 107, N88°02'07"W 96.84 feet to a point being 17.5" from the Southwest corner of Lot 107, thence parallel with the westerly line of Lot 107, then N03°01'10"E 20.00' to a point. Thence parallel with the South Line of Lot 107 S88°02'07"E 96.51' to the East line of Lot 107, thence S02°05'30"W 20.00' along the East line of Lot 107 to the southeast corner and point of beginning. And as shown on the attached Exhibit which is incorporated herein by reference.

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon the portion of the utility easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that April 13, 2021, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this ____ day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

SPRINGDALE CITY COUNCIL
MARCH 23, 2021

Council Member Overton moved the Resolution be adopted. Council Member Lawson made the second.

The vote:

Yes: Fougrousse, Powell, Watson, Overton, Lawson, Flores

No: None

The Resolution was numbered 37-21.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:45 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE TEMPORARY
OPERATION OF A CARNIVAL**

WHEREAS, Rick Culver, Executive Director from the Rodeo of the Ozarks has requested permission to conduct two Carnival entertainment events at the Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, put on by James Burlingame DBA Pride Amusements; and

WHEREAS, Pride Amusements carnival dates will be *Thursday, May 20th, 2021 thru Sunday, May 30th, 2021*; and *Friday, October 1st, 2021 thru Sunday, October 10th, 2021*; and

WHEREAS, the carnival's hours of operation will be Thursday, May 20st thru Sunday, May 29th, 2021, from 4:00 p.m. – Midnight and Sunday, May 30th, 2021 from noon to 8:00 p.m.; and Friday, October 1st thru Saturday, October 9th, 2021, from 4:00 p.m. – Midnight and Sunday, October 10th, 2021 from noon to 8:00 p.m., Monday, October 4th thru Saturday, October 9th, from 4:00 p.m. - Midnight; and

WHEREAS, Sec. 26-43 of the Springdale Code of Ordinances provides that the operation of a carnival, sideshow or other similar amusement facility within the city must be approved by resolution adopted by the city council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Rick Culver, Executive Director with the Rodeo of the Ozarks and James Burlingame DBA Pride Amusements is hereby authorized to conduct two carnival entertainment events in Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, *May 20th thru May 30th, 2021*, and *October 1st thru October 10th, 2021*, with the carnival opening and closing times listed above. In case of a rain out, the Mayor has the authority to reschedule this event.

PASSED AND APPROVED this 13th day of April, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



CITY OF SPRINGDALE
201 SPRING STREET, ROOM 203
SPRINGDALE, AR 72764
479-750-8118

R E P R I N T
*** CUSTOMER RECEIPT ***

Batch ID: CITYCLERK 3/05/20 01 Receipt no: 1566
Type SvcCd Description Amount
MP MISC/ACCT # REQUIRED \$100.00
RODEO OF THE OZARKS
LICENSES & PERMITS 10101013210000
CARNIVAL MAY 21-24 2020
CK Ref#: 31304 \$100.00
Total payment: \$100.00
Trans date: 3/05/20 Time: 13:51:19

THANK YOU FOR YOUR PAYMENT

*This was paid
3/5/20, but not
used. Using for
Spring carnival
2021
may 20-30*



CITY OF SPRINGDALE
201 SPRING STREET, ROOM 203
SPRINGDALE, AR 72764
479-750-8118

*** CUSTOMER RECEIPT ***

Batch ID: CITYCLERK 3/03/21 01 Receipt no: 1323
Type SvcCd Description Amount
MP MISC/ACCT # REQUIRED \$100.00
RODEO OF THE OZARKS
LICENSES & PERMITS 10101013210000
CARNIVAL OCTOBER 1-10 2021
CK Ref#: 2552 \$100.00
Total payment: \$100.00
Trans date: 3/03/21 Time: 10:15:09

THANK YOU FOR YOUR PAYMENT

Spring
Carnival

CITY OF SPRINGDALE
APPLICATION FOR CIRCUS/EVENT

DATE OF APPLICATION: 3/3/2021

BUSINESS NAME: Rodeo of the Ozarks for James Burlingame

OWNER: Pride Amusements James Burlingame

BUSINESS ADDRESS: P.O. Box 486 Joplin, MO 64802

BUSINESS PHONE: (417) 529-3811 James

EMERGENCY PHONE: Venue - Rick Culver 479-790-7425

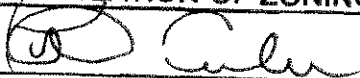
DATE OF EVENT (7 day maximum): May 20-30

PHYSICAL LOCATION OF EVENT: Parsons Stadium - 1423 E. Emma Ave Springdale

HOURS OF OPERATION (Limited hrs. 10 a.m. to midnight): Wed-Sat: 4pm-12 am Sun: 12pm-8p

ARKANSAS SALES & USE TAX NUMBER: 54387777-SLS

VERIFICATION OF ZONING (C-2, C-5):



(SIGNATURE OF APPLICANT)

OFFICE USE ONLY

1. APPLICATION FEE OF \$100.00 COLLECTED:

2. PROOF OF \$1 MIL PUBLIC LIABILITY INSURANCE: (Non-profits exempt)

3. COPY OF WRITTEN PERMISSION FROM PROPERTY OWNER:

*****Please complete the following inspections after Council Approval*****

DATE OF COUNCIL APPROVAL:

FIRE MARSHAL'S SIGNATURE: (Call 479-751-4510)

BUILDING OFFICIAL'S SIGNATURE: (Call 479-750-8557)

ACORDTM

Client#: 805

PRIDEAMU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Tasha Avery PHONE (A/C, No, Ext): 913 432-4400 E-MAIL ADDRESS: tasha.avery@hwins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company (CHUBB) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 22667
INSURED Pride Amusements of Missouri, Inc. dba Pride Amusements PO Box 486 Joplin, MO 64802	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER: ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		G21762556	04/05/2021	04/05/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Springdale Benevolent Amusement Association Db a Rodeo of the Ozarks is listed as Additional Insured on General Liability when required by written contract. Subject to policy terms, conditions, endorsements and exclusions.

CERTIFICATE HOLDER Springdale Benevolent Amusement Association Db a Rodeo of the Ozarks 1423 E. Emma Ave Springdale, AR 72764	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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PRIDE AMUSEMENTS
PROPOSED SOCIAL DISTANCING PRACTICES

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We hope we can pull together and make 2021 a safe and successful season.

The above mentioned procedures are for a variety of events we play and may not apply to all our actual events, however, we want to assure every one of our fair board/festival committee friends that we are more than willing to take the necessary steps to assure the public we are doing our part to help us all work through these trying times.

Sincerely,

Sondra Burlingame
President



Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000

Governor Asa Hutchinson

José R. Romero, MD, Secretary of Health

March 2nd, 2021

Laura Roberts

RE: Large Outdoor Venue

Dear Laura Roberts:

Thank you for your submission. With the Governor's announcement on February 26, 2021, the Directives for Large Indoor and Outdoor Venues are now guidance. Therefore plans for your event are no longer required. Since the public health threat of COVID-19 continues to impact the lives of many Arkansans, we would strongly encourage you to continue the practices you have in place to prevent the spread of COVID-19. If you have any questions or need guidance on how to host a safe event please feel free to email us at adh.ehs@arkansas.gov

Please consider the following Guidelines:

- The venue will be subject to Department of Health inspection and the plan submitted shall include a plan as to how compliance with public health guidelines will be assured and enforced.
- Staff must be screened for COVID-19 symptoms before entering the facility.
- Hand sanitizer stations must be available at all entrances and exits.
- Household groups may sit together, but six (6) feet should be maintained between groups.
- Event capacity is always dependent on the ability of attendees to maintain six (6) feet physical distance. Should attendance become such that physical distancing becomes untenable, the event shall limit occupancy, temporarily suspend the event, or otherwise intervene to ensure physical distance is maintained.
- Lines or cues for entrance, exit, making purchases, or for other reasons must be marked or monitored for maintaining a distance of 6 feet between people.
- Face coverings are required for all persons present, except for children under 10 years of age, who are not required, but strongly encouraged, to wear a face covering. Children less than two (2) years of age should not wear a facial covering.
 - For outdoor venues, once attendees are seated and maintaining 6 feet physical distance from others, face coverings may be removed. However, if moving around where social distancing is not achievable, such as in food and beverage areas, or any area where there is confinement such that 6 feet distancing cannot be maintained, the face covering must be put back in place.
 - For events (such as sporting events and concerts) where loud cheering is anticipated, face coverings shall be worn at all times. When seated and maintaining six (6) feet physical distance face coverings may be temporarily removed for the consumption of food or beverage but must be worn at all other times.
- Every other row seating should be unoccupied to provide for 6 feet of physical distancing.
- Signs must be posted at all entrances advising the public not to enter if:
 - They have fever, cough, shortness of breath, sore throat, or loss of taste or smell.
 - They have had known exposure to someone with COVID-19 in the past 14 days.

- Signs must be posted at all entrances advising the public that they may wish to refrain from entering if:
 - They are 65 years of age or older.
 - They have underlying health conditions including high blood pressure, chronic lung disease, diabetes, severe obesity, asthma, or weakened immunity.
- The facility, including seating, shall be cleaned and disinfected before and after each use. Frequently touched surfaces shall be cleaned periodically during the course of the event. Products with an EPA approved emerging viral pathogen claims are expected to be effective against COVID-19. Follow the manufacturer's instructions for these products. For a list of EPA-approved emerging pathogen sanitizers: Face coverings are required for all persons present, except for children under ten (10) years of age, who are not required, but strongly encouraged, to wear a face covering. Children less than two (2) years of age should not wear a facial covering.

Please let us know if you have any further questions.

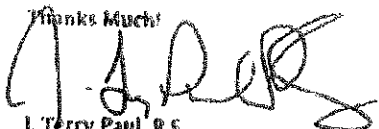
Sincerely,



Katelynn Smith

Arkansas Department of Health
501-661-2171

Thanks Much!



J. Terry Paul, R.S.
Environmental Health Branch Chief
Arkansas Department of Health

CPL Katelynn Smith

From: Laura@rodeooftheozarks.org
Sent: Tuesday, March 2, 2021 10:38 AM
To: ADH Environmental Health
Cc: Rick Culver
Subject: Large outdoor Venue/ Other Events Submission

To Whom it May Concern:

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How would I need to proceed since neither of these events are Agri-related?

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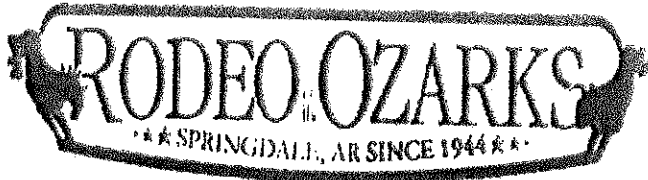
Administrative Assistant

Parsons Stadium-Home of the Rodeo of the Ozarks

P.O. Box 1909

Springdale, AR 72765-1909

479-756-0464



Fall
Carnival

CITY OF SPRINGDALE
APPLICATION FOR CIRCUS/EVENT

DATE OF APPLICATION: 3/3/2021

BUSINESS NAME: Rodeo of the Ozarks for James Burlingame

OWNER: Pride Amusements

BUSINESS ADDRESS: P.O. Box 486 Joplin, Mo 64802

BUSINESS PHONE: (417) 529-3811 James

EMERGENCY PHONE: (Venue) Rick Culver 479-790-7425

DATE OF EVENT(7 day maximum): October 1-10

PHYSICAL LOCATION OF EVENT: Parsons Stadium: 1423 E. Emma Ave Springdale

HOURS OF OPERATION(Limited hrs. 10 a.m. to midnight): Wed Sat: 4pm-12am, Sun 12pm-8pm

ARKANSAS SALES & USE TAX NUMBER: 54387777-SLS

VERIFICATION OF ZONING (C-2, C-5):



(SIGNATURE OF APPLICANT)

OFFICE USE ONLY

1. APPLICATION FEE OF \$100.00 COLLECTED:

2. PROOF OF \$1 MIL PUBLIC LIABILITY INSURANCE:(Non-profits exempt)

3. COPY OF WRITTEN PERMISSION FROM PROPERTY OWNER:

*****Please complete the following inspections after Council Approval*****

DATE OF COUNCIL APPROVAL:

FIRE MARSHAL'S SIGNATURE:(Call 479-751-4510)

BUILDING OFFICIAL'S SIGNATURE:(Call 479-750-8557)

ACORD™

Client#: 805

PRIDEAMU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Tasha Avery PHONE (A/C, No, Ext): 913 432-4400 E-MAIL ADDRESS: tasha.avery@hwins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company (CHUBB) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 22667
INSURED Pride Amusements of Missouri, Inc. dba Pride Amusements PO Box 486 Joplin, MO 64802	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER: ☐ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		G21762556	04/05/2021	04/05/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Springdale Benevolent Amusement Association Dba Rodeo of the Ozarks is listed as Additional Insured on General Liability when required by written contract. Subject to policy terms, conditions, endorsements and exclusions.

CERTIFICATE HOLDER Springdale Benevolent Amusement Association Dba Rodeo of the Ozarks 1423 E. Emma Ave Springdale, AR 72764	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE William R. Johnson
--	---

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10/7/2020

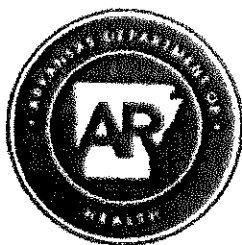
1423 E Emma Ave - Google Maps

Google Maps 1423 E Emma Ave



Imagery ©2020 ArkanaGIS, Maxar Technologies, State of Arkansas, USDA Farm Service Agency, Washington County, Map data ©2020 50 ft

<https://www.google.com/maps/place/1423+E+Emma+Ave,+Springdale,+AR+72764/@36.183924,-94.115821,142m/data=!3m1!1e3!1m3!1m4!1s0x87a9b320c37a57fb:0x27b4d8077c1a870b:0x0000000000000000>



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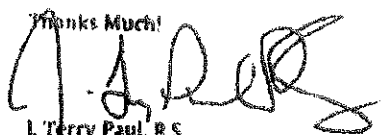
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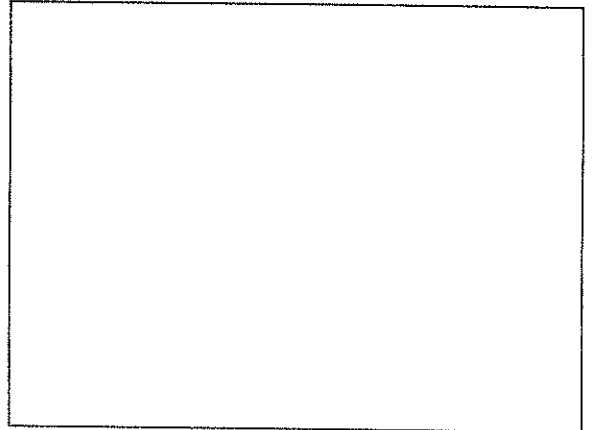
Parsons Stadium-Home of the Rodeo of the Ozarks

P.O. Box 1909

Springdale, AR 72765-1909

479-756-0464





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO PLANNED UNIT DEVELOPMENT (PUD) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of March 2, 2021 for hearing the matter of a petition of Brian and Melonie Moore Trust, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Planned Unit Development (PUD).

Layman's Description: 7655 West Gibbs Road

Legal Description: PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, N03°08'21"E A DISTANCE OF 659.28 FEET TO A FOUND 5/8 INCH REBAR IN WEST GIBBS ROAD AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND WEST GIBBS ROAD, N86°26'38"W A DISTANCE OF 550.19 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N03°50'22"E A DISTANCE OF 394.00 FEET TO A FOUND 5/8 INCH REBAR; THENCE S86°26'00"E A DISTANCE OF 545.38 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4 IN SAID WEST GIBBS ROAD; THENCE ALONG SAID EAST LINE AND WEST GIBBS ROAD, S03°08'21"W A DISTANCE OF 393.91 FEET TO THE POINT OF BEGINNING, CONTAINING 4.95 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF WEST GIBBS ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Planned Unit Development (PUD) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Planned Unit Development (PUD)

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

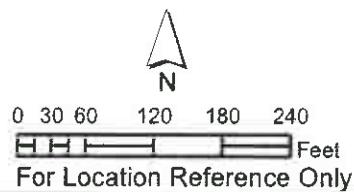
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. R21-04
APPLICANT: Brian and Melonie Moore
REQUEST: Rezone parcels from A-1 to PUD

PLANNING COMMISSION MEETING
February 2, 2021



Cadence Crossing Subdivision
Declaration of Covenants of Assurance

**DECLARATION OF COVENANTS OF ASSURANCE
AND RESTRICTIONS OF THE CADENCE CROSSING
SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS**

KNOW ALL MEN BY THE PRESENTS:

WITNESS:

WHEREAS, the undersigned is the owner of all of property referenced in Exhibit A, attached hereto and incorporated herein, which property has been subdivided into the lots of Cadence Crossing Subdivision to the City of Springdale and is reflected upon a plat of said subdivision which plat, on _____, 2021 was recorded and filed in the Plat Records of Washington County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and bears document number _____, and which plat is made a part of this Declaration, by reference, and this Declaration is likewise made a part by reference of said plat; and,

NOW, THEREFORE, the Developer declares that the real property described herein, and the soon-to-be-created lots on such property and in said Cadence Crossing Subdivision, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth or as hereinafter changed or amended.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

1.1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located and situated in Washington County, Arkansas, and which subdivision is located on the following lands, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

ARTICLE II

DEFINITIONS

2.1. The following terms as used in this Declaration of Covenants of Assurance and Restrictions are defined as follows:

- a. "Declaration" means this Declaration of Covenants of Assurance and Restrictions for Cadence Crossing Subdivision to the City of Springdale, Arkansas.
- b. "Property" means the Cadence Crossing Subdivision to the City of Springdale, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Washington County, Arkansas.

Cadence Crossing Subdivision
Declaration of Covenants of Assurance

- c. "Lot" means any numbered Lot designated on the Plat of the property, except as may be herein excepted.
- d. "Plat" means the map of the plat of Cadence Crossing Subdivision to the City of Springdale, Arkansas, as it is recorded.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to this Declaration, except that such term shall not mean Developer regardless of whether Developer has a fee simple interest in any lot.
- f. "Developer" shall mean and refer to Chancad, LLC.
- g. "Subdivision" shall mean Cadence Crossing Subdivision to the City of Springdale, Arkansas, as per plat on file in the office of the Circuit Clerk, and Ex-Officio Recorder of Washington County, Arkansas.
- h. "Association" shall mean and refer to Cadence Crossing Homeowners Association, organized and existing pursuant to the laws of the State of Arkansas.
- i. "Common Properties" shall mean and refer to those real properties owned by or hereafter acquired by the Association including, but not limited to, any Detention Basins, as the same are shown on the Plat. Common properties are intended to be devoted to the common use and enjoyment of owners of the properties. The Association shall maintain all Common Properties.
- j. "ARC" shall mean and refer to the Architectural Review Committee as established and maintained by the Association. Initially, the ARC shall consist of members of Chancad, LLC, who shall serve until their resignation. Should anyone from Chancad, LLC resign, the person to replace them shall be determined by a majority vote of Lot Owners with Developer having votes as provided in Section 3.18. The Association may change the number and composition of the ARC by a majority vote of Lot Owners with Developer having votes as provided in Section 3.18.

ARTICLE III

RESTRICTIONS ON RESIDENTIAL LOTS

- 3.1. Fences: Only fences constructed of wood or wrought iron may be installed. There shall be no other fences allowed. In no event shall any fence be built which would detract from the appearance or obstruct visibility of the entry signs to the Property. All privacy fences

Cadence Crossing Subdivision
Declaration of Covenants of Assurance

shall be constructed so that the framing shall be toward the inside of the Owner's Lot and shall be constructed at a height of six (6) feet to maintain uniformity. Any fence, once constructed, must be maintained by the property owner who had it constructed or their successor-in-interest. No double fences shall be allowed.

3.2. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.

3.3. Signs: No person shall erect or maintain upon any Lot, or improvement thereto, any sign or advertisement, except a real estate sign when the property is listed for sale, provided, however, that this restriction shall not apply to Developer during development and construction of the Subdivision and shall not apply to campaign signs.

3.4. Animals: No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance and all Owners shall comply with applicable laws, ordinances and regulations concerning animals.

3.5. Garbage and Refuse Disposal: No Owner shall accumulate on his or her Lot litter, refuse or garbage, except in approved receptacles. All Owners shall be required to have a mandatory trash pick up as provided or required by the City of Springdale, Arkansas. Trash shall be picked up along the alleys at the rear of the lots.

3.6. Limited Access: There shall be no access to any Lot on the perimeter except from designated streets or roads within the Subdivision.

3.7. Drilling and Mining: No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

3.8. Communication Towers and Satellite Dishes: No communications mast, tower, or structure may be installed on any Lot, except that satellite dishes may be installed only on the rear roof of a dwelling and shall not exceed the height of the lowest roof ridge line of such dwelling.

3.9. Parking on the Streets: Parking shall be allowed along both sides of the central street in front of lots 8 through 27. Parking shall not be allowed along the portion of the central street between lots 3 and 4. No parking is allowed along the alleys. No vehicles may be parked in front yards at any time. No semi-trailer trucks or commercial vehicles shall be allowed to park in the Subdivision, either on the streets or on the Lots, provided, however, that this restriction shall not apply to Developer during construction and development of the Subdivision. Moving trucks shall be allowed on a short-term basis.

3.10. Recreational Vehicles and Boats: Recreational and camping vehicles, trailers and boats may not be stored or parked on the Lots.

3.11. Minimum Square Footage: All Dwellings in the Subdivision shall have a minimum of eight hundred (800) square feet of heated area on the first floor, and thirteen

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hundred (1,300) square feet overall, for all floors. The minimum square footage requirements is exclusive of garages, porches, patios and decks. Irrespective of other provisions regarding amendments of these covenants, the minimum square footage requirements cannot be amended except with the express approval of the Developer and the City of Springdale.

3.12. Restriction of Type of Dwelling: There shall be no Dwellings erected on any Lot other than a detached single family dwelling having an enclosed garage.

3.13. Approval of Plans by ARC: All plans for improvements to be constructed on each Lot shall be first submitted for review and approval by the ARC. Approval by the ARC must be obtained in writing before construction of any improvement on any Lot begins and any variances to the improvement initially approved must be authorized in writing by the chairman of the ARC. Developer is exempt from this requirement to obtain written approval from the ARC.

3.14. Exterior of Dwellings: All exterior walls of all Dwellings erected on the Lots shall be finished with high quality materials. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Soffits and fascia may be covered with steel, vinyl, aluminum, or concrete composition materials. All roof pitches shall be a minimum of 6/12 pitch. No metal roofs shall be permitted. Roofs shall be covered with shingles using architectural composition or better.

3.15. Lot maintenance and sod: All Lots shall be maintained, mowed and kept free of noxious weeds whether they be improved or unimproved. Further, upon construction of a dwelling, the Owner shall sod the entire Lot, provided, however, that this section shall not apply to Developer during construction and development of the Subdivision. If Owner allows grass to grow such that it is more than 4 inches high, Developer or Association, shall have the right, but not the obligation, to have it mowed without giving notice to the Owner and shall charge Seventy Five Dollars (\$75.00) or the amount it costs Developer or Association to have it mowed, whichever is greater. The Development Plan requires installation of a tree on each lot, and the homeowner shall be responsible for the tree's maintenance.

3.16. Platted easements: All Lots are subject to easements that are shown on the Plat, including, but not limited to, easements for fences and entry signs.

3.17. Covenants to Run with the Land: All covenants and restrictions set forth in this Declaration are to run with the land and shall be binding on all parties, their successors, heirs and assigns, for a period of thirty (30) years from the date this Declaration is recorded; provided, however, that any time after the date this Declaration is recorded, the covenants and restrictions may be amended at any time by the record owners of at least sixty (60) percent of the total Lots in the Subdivision. The Developer shall have four (4) votes per Lot which Developer owns. All other Lot owners shall have one (1) vote per Lot. Such amendments shall be made and executed by said record owners so as to be recorded with the registrar of deeds of Washington County, Arkansas. Any such amendments must be approved by the City of Springdale.

Provided, further, that after the expiration of the thirty (30) year period set forth above and any time within six (6) months from said expiration, a majority of the Lots, through their record owners, may express their intention, in writing, so drafted and executed as to be recorded with the registrar of deeds in Washington County, Arkansas, that they no longer care for the

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covenants, and the same shall then be terminated. Termination of covenants requires approval by the City of Springdale. In the event that no action is taken within the prescribed time, this Declaration shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination.

It is further provided that this Declaration may be amended after its execution, either by adding to or taking from said Declaration in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the Lots, through their record owners, and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof. Any amendment to this Declaration requires approval by City of Springdale.

3.18. Sex Offender Restriction: No person who is required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Arkansas Code Ann. §§12-12-901, et seq., as amended from time to time or any other similar federal, state or local law, regulation, or ordinance may rent, reside in, own or occupy any Lot or Dwelling in the subdivision either permanently or temporarily.

ARTICLE IV

HOMEOWNERS ASSOCIATION AND COVENANT AND PLAN FOR MAINTENANCE AND OTHER ASSESSMENTS

4.1. Homeowners Association: Cadence Crossing Homeowners Association (referred to herein as "Association") has been or will be formed as an unincorporated association. All Lot Owners must be members of the Association and each shall automatically become a member of the Association upon the conveyance of a lot to him or her. The Association shall be governed by By-Laws accepted and approved by the Association.

All association memberships will pass with Lot ownership in the Subdivision. All Lots will carry one (1) vote in the Association, except that the Developer shall have four (4) votes per Lot which Developer owns.

4.2. Creation of Lien: Each Owner of any Lot of the Subdivision, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) special assessments for capital improvements and other purposes, such assessments to be fixed, established and corrected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In no event shall an annual or special assessment be applicable at any time to any lot owned by the Developer and the Developer shall not be obligated to pay any annual or special assessment.

4.3. Purpose of Assessments: The assessments levied pursuant hereto by the Association shall be used for the purposes of acquisition, improvement and maintenance of the Common Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties, insurance thereon, and repair, replacement, and

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modifications thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In addition, assessments may also be used for expenses related to the necessary and reasonable operation of the Association, including, but not limited to, collection of assessments and related costs and enforcement of the covenants and restrictions of the Subdivision.

4.4. Basis and Maximum of Annual Assessments: The annual assessment for each lot shall be \$50.00. An Owner's first such assessment shall be prorated and paid to the Association at closing according to time of conveyance of a Lot to the Owner. The annual assessment may be increased, as hereinafter provided, by a majority vote of the votes entitled to be cast by the members of the Association for the next succeeding "assessment year" (beginning January 1) and at the end of each such period of one year for each succeeding period of one year. At no time shall the annual assessment per lot be increased more than twenty-five percent (25%) above the prior year's annual assessment. Said annual assessment shall be payable in advance on the 1st day of January each year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

4.5. Special Assessments for Capital Improvements: In addition to the annual assessments authorized hereinabove, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes entitled to be cast by members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at the last known address of each member at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

4.6. Change in Basis of Maximum of Annual Assessments: Subject to the limitations of other sections of this Article, and for the purposes therein specified, the Association may change the maximum and basis of the assessments fixed by this Article prospectively for any such period, provided that any such change shall have the assent of 2/3 of the votes entitled to be cast by members who are voting in person or by proxy, at a meeting duly called for this purpose, where a quorum is present, written notice of which shall be mailed to all members at the last known mailing address of each voting member at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

4.7. Quorum for any Action Authorized Under This Article: The quorum of any action authorized by this Article, the presence at the meeting of members, or of proxies, entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in this Article

4.8. Late Payment of Assessments: As hereinabove provided, each annual assessment shall be due and payable on the 1st day of January of each year. In the event of default as to any payment (annual or special), and if the default is not remedied within ninety (90) days, the Association shall have the option of taking such action as permitted by law or

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equity and by this Declaration and the By-laws of the Association. An additional late charge of ten percent (10%) shall be assessed on any payment which is more than ninety (90) days delinquent. Costs of collection of the assessment, including reasonable attorney's fees therefor, shall also be assessed.

The due date of any special assessment under this Article shall be fixed in the resolution of the members of the Association authorizing such assessments, with the same option on the part of the Association in the event of default.

4.9. Duties of the Board of Directors: In addition to the other duties of the Board of Directors as may be set forth herein or in the By-laws of the Association, the said Board of Directors shall fix the date of any special assessment against each lot for any special assessment period at least thirty (30) days in advance of such special assessment, written notice of the special assessment shall thereupon be sent to every member subject thereto at the last known mailing address of such member.

The Secretary of the Association, upon demand at any reasonable time, shall furnish to any member liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.10. Effect of Non-Payment of Assessment and the Lien Remedies of the Association: If the assessments (annual or special) are not paid on the date when due, then such assessment shall be come delinquent as provided in this Article and shall, together with such interest, late charges thereon and costs of collection thereof as herein provided, thereupon become a continuing lien on the lot which shall bind such lot in the hands of the then owner, its successors, heirs, devisees, personal representatives and assigns. If the assessment is not paid as provided herein, it shall bear interest from date of delinquency at the maximum rate of interest allowed by law, not to exceed ten percent (10%) per annum, and the Association may foreclose the lien against said lot, and there shall be added to the amount of such assessment the cost of attorney fees in connection with any court proceedings arising therefrom, together with all court costs, late charges and expenses incurred by the Association.

4.11. Subordination of the Lien or Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the lots subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

4.12. Suspension of Rights of Membership: Prior to the foreclosure of any lien upon any lot subject to this Declaration, the Board of Directors of the Association may elect to suspend all membership rights of any member or members of the Association who are delinquent in any payment due to the Association for more than thirty (30) days, with such suspension to continue for so long as any such delinquency exists. Further, the Board of Directors may suspend membership rights for a period not to exceed thirty (30) days for the infraction of any rules or regulations by the member, family of the member or guest of the member, relating to the use of

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any of the common properties. Suspension of membership rights shall be effective from the date that notice of suspension is mailed to the member via U.S. Certified mail, return receipt requested, postage prepaid, to the last known address of the said member.

4.13. Cancellation and Hearing: The said Board of Directors may elect to permanently cancel the membership and all membership rights of any member who is delinquent in any payment due to the Association for more than ninety (90) days or when such member, family of the member, or guest of the member are guilty of repeated or flagrant violation(s) after a hearing conducted by said Board of Directors, which notice of such hearing mailed to such member at least thirty (30) days in advance of said hearing date, and further provided that such member may appeal any such decision of said Board of Directors to the membership of the Association by such affected member calling a special meeting of the membership of the Association by notice mailed to each member at least ten (10) days in advance of the desired special meeting date, and said notice setting forth the time, date, place and purpose of said meeting. A majority vote of the votes entitled to be cast by the members of the Association attending such special meeting shall be necessary to override the decision of the Board of Directors, and all votes shall be by secret ballot. Notice shall be mailed by the member via U.S. Certified mail, postage prepaid, return receipt requested.

4.14 Detention Ponds: The Association shall have the responsibility of maintaining any Detention Ponds situated on the Common Properties and shall use assessments as provided in this Article IV for such purpose.

ARTICLE V

PROPERTY RIGHTS OF THE COMMON PROPERTIES

51. Members' Easement for Enjoyment: Subject to the provision of this article and related provisions set forth elsewhere herein, every member shall have a right of enjoyment in and to the Common Properties, subject to the rules and regulations governing such use as promulgated, from time to time, by the Association. Such right and easement shall be appurtenant to and shall pass with the conveyance of title to every lot.

52. Extent of Members' Rights of Enjoyment: The rights of easements of enjoyment created hereby shall be subject to the following:

a. The right of the Association to borrow money for the purpose of acquiring, constructing, improving and maintaining the common properties and in aid thereof to mortgage said properties or execute a deed of trust or other instrument covering said properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by the members, and if necessary to have other relief as permitted by law; and,

b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,

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- c. The right of the Association to suspend or permanently cancel the rights of any member and membership in the Association; and,
- d. The right of the Association to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the common properties; and,
- e. The right of the Association to limit the number of members per lot who may be entitled to the benefit of the easement of enjoyment as to the common properties by reason of ownership of a lot; and
- f. The right of individual members to have exclusive use of any of the common properties as from time to time may be granted by the Board or its designate;
- g. The right of the Association to pass and enforce rules and regulations related to use, control and maintenance of the common properties and the areas situate thereon.

ARTICLE VI

MISCELLANEOUS

6.1. Violations: If the parties hereto, or their heirs, successors or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any Lot or Lots in the Subdivision, as well as the Association, to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to recover damages or other penalties and costs, including reasonable attorney's fees for such violation.

6.2. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

6.3. Severance: Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

6.4. Waiver: Failure of any of the parties, their heirs, successors or assigns, to exercise any of the options contained herein upon breach by the other party, its heirs, successors or assigns, subject to this Declaration, shall not constitute a waiver of that party's right to exercise such option upon future breach.

6.5. Any changes to these covenants shall require City Council approval.

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IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 2021.

DEVELOPER:

By: _____

_____, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, appeared in person the within named _____, to me personally known, who stated that he was a Member of _____, an Arkansas limited liability company, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this _____ day of _____, 2021.

My Commission Expires:

Notary Public

Cadence Crossing Subdivision
Declaration of Covenants of Assurance

**EXHIBIT "A" TO
DECLARATION OF COVENANTS OF ASSURANCE
AND RESTRICTIONS OF
THE CADENCE CROSSING SUBDIVISION
IN THE CITY OF SPRINGDALE**

SURVEY DESCRIPTION PARCEL NO. 815-33683-120:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, N03°08'21"E A DISTANCE OF 659.28 FEET TO A FOUND 5/8 INCH REBAR IN WEST GIBBS ROAD AND THE **POINT OF BEGINNING**; THENCE LEAVING SAID EAST LINE AND WEST GIBBS ROAD, N86°26'38"W A DISTANCE OF 550.19 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N03°50'22"E A DISTANCE OF 394.00 FEET TO A FOUND 5/8 INCH REBAR; THENCE S86°26'00"E A DISTANCE OF 545.38 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4 IN SAID WEST GIBBS ROAD; THENCE ALONG SAID EAST LINE AND WEST GIBBS ROAD, S03°08'21"W A DISTANCE OF 393.91 FEET TO THE **POINT OF BEGINNING**, CONTAINING 4.95 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF WEST GIBBS ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

**Development Plan for
CADENCE CROSSING P.U.D.
Planned Unit Development
March 12, 2021**

NOTE: The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in Chapter 130 of the Springdale Code of Ordinances.

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 5.0 acres included in the project, all of which are within the municipal limits of Springdale. The Comprehensive Land Use Plan designates this area for Medium Density Residential.
2. Ownership: The property is owned by the Brian and Melonie Moore Trust, u/t/d March 5, 2010. Warranty deed 2014-14026 establishing current ownership is included in the application materials.
3. Project size: The subject property is 5.0 acres in size. A variance of the required 10 acre minimum size for a PUD is requested.
4. Staging: The 5.0 acres shown in the attached plans represents the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

Project will be constructed as a single phase.

Developer intends to begin construction as quickly as is practical once construction plans are approved by all appropriate regulatory entities. Anticipated timeframe to complete infrastructure construction is eighteen months from City Council PUD approval.

APPLICATION REVIEW PROCEDURES

1. Three Phases:
 - a. A preapplication conference with planning and community development staff. – A pre-application conference has been held with the planning department staff.
 - b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City

Council.

- c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.

The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit.

5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, bmurray@engineeringservices.com.

6. Size: Subject property is 5.0 acres in size. Legal description of the property is included below:

SURVEY DESCRIPTION PARCEL NO. 815-33683-120:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, N03°08'21"E A DISTANCE OF 659.28 FEET TO A FOUND 5/8 INCH REBAR IN WEST GIBBS ROAD AND THE **POINT OF BEGINNING**; THENCE LEAVING SAID EAST LINE AND WEST GIBBS ROAD, N86°26'38"W A DISTANCE OF 550.19 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N03°50'22"E A DISTANCE OF 394.00 FEET TO A FOUND 5/8 INCH REBAR; THENCE S86°26'00"E A DISTANCE OF 545.38 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4 IN SAID WEST GIBBS ROAD; THENCE ALONG SAID EAST LINE AND WEST GIBBS ROAD, S03°08'21"W A DISTANCE OF 393.91 FEET TO THE **POINT OF BEGINNING**, CONTAINING 4.95 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF WEST GIBBS ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

- 7. Project Name: Cadence Crossing Planned Unit Development
- 8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, and landscaping.
- 1. Development Strategy – Intent is to develop a 5.0 acre site as a PUD with twenty-six single-family residential lots. The entire subdivision will be residential with no commercial uses proposed or allowed. Developer intends to build and sell or lease homes on all lots. However, developer reserves the right to sell lots as market conditions warrant.

All homes will face either the central primary street or toward Gibbs Road and all will include

rear load garages with driveway access from the alleyways which run along the rear of the lots.
Typical lot size is 35' wide by 100'-110' feet long.

2. Permitted Uses: The entire development will be strictly residential in nature. No commercial or industrial uses are proposed or allowed for this development. Specific Use Units allowed in Cadence Crossing PUD are:
- Use Unit 1 – Citywide Public Uses by Right
 - Use Unit 4 – Cultural, Recreational, and Health Facilities
 - Use Unit 8 – Single Family Dwellings
 - Use Unit 9 – Zero Lot Line
 - Use Unit 34 – Model Home/Temporary Marketing Office

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

Density – 26 Single Family Lots / 5.0 Acres = 5.2 Units / Acre

Green Space (15% Minimum by City Code)
1.0 Acres Provided / 5.0 Acres = 20% Provided

Lot size - Single Family Residential: 35' Wide x 100'-110' Deep Typical

B) Building Setbacks

Front Setback:	10 Feet
Side Setback:	10 Feet on One Side and 0 Feet on Other Side
Rear:	15 Feet

CADENCE CROSSING PUD CONCEPT AND NARRATIVE

Applicant proposes a Planned Unit Development (PUD) with 26 single family residential lots on 5.0 acres in northwest Springdale. The subject property is 7655 West Gibbs Road, Washington County Parcel 815-33683-120, which is situated along the west side of West Gibbs Road and approximately 600 feet north of Har-Ber Avenue.

This property is designated for Medium Density Residential use on the City's Comprehensive Land Use Plan.

The intent of the development is to provide twenty-six rear load, single family homes along a central, primary street. The development includes a large open green space area at the south end with parking, a play structure, picnic benches, and barbecue grill.

The project is being proposed as a Planned Unit Development to provide a style of housing not widely available in the area. The lots and houses in this development will be similar to those found along the west end of Har-Ber Meadows PUD between Jones Road and JTL Parkway. These houses feature an attractive streetscape due to the reduced front building setback and absence of front load garages, with utility pedestals, trash collection, and driveways out of sight behind the homes. Developer is seeking to create a similar aesthetic in the proposed development. The proposed PUD will include houses with a single side yard and with rear load garages accessing rear alleyways in a similar configuration to the Har-Ber Meadows houses. The spacing of houses, reduced front yards, and absence of driveways along the primary street will create an inviting space with a strong sense of community. It is difficult to achieve this concept within the City's standard zoning districts.

It is not anticipated the development will strain public services or infrastructure in the area. This area includes multiple schools, shopping, eating, health care, and other services a short distance from the proposed development. Fire Station 7 is located less than half a mile from the subject property. Har-Ber Avenue, Jones Road, Highway 112, and Highway 412 are all major vehicular corridors near the development. An existing 8" gravity sewer main is located at the southeast corner of the development, and an existing 6" water main runs along the east side of Gibbs Road. Due to the relatively small number of new homes proposed, the abundance of services available in the area, and level of infrastructure present, the proposed development is not anticipated to strain City services or adversely impact surrounding properties.

Proposed building setbacks within the PUD are not typical of standard residential zoning districts in the City. The proposed setbacks will allow the single family homes to be built on the lots as shown in the Preliminary Plat with a single side yard on one side and reduced front yards to emulate the look and feel of the Har-Ber Meadows homes discussed above.

The front building setback is proposed to be ten feet, which is significantly less than the typical Springdale residential setback of thirty feet. However, since the homes all feature rear load garages, one of the primary reasons for needing a large front setback (sufficient driveway length to avoid vehicles in driveways blocking sidewalks/streets) is removed in this development. The

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Cadence Crossing PUD Development Plan

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proposed setbacks will still allow for a substantial front yard and landscaping for these units and provide space for water and sewer infrastructure.

Each lot will have a zero foot side setback along one side and a ten foot side setback along the other. The plat will indicate which side of each lot is subject to the ten foot wide side setback. This will allow for homes to be built on the proposed lots with a zero lot line configuration on one side and provide at least a ten foot wide yard on the other side, which is an important element of the overall concept for this development.

Rear setbacks are proposed to be fifteen feet, which is identical to the rear setback for lots 24 through 35 in Har-Ber Meadows, Phase XVIII.

Each home is required to have a rear load garage with capacity for at least two vehicles. Front loading garages or direct driveway access to West Gibbs Road or the central street are prohibited. The covenants will provide requirements regarding any accessory structures to be placed on the lots.

Primary use of the development is single family homes, with no commercial or industrial use units allowed in the development. The following specific use units will be allowed in the development:

- Use Unit 1 – Citywide Public Uses by Right
- Use Unit 4 – Cultural, Recreational, and Health Facilities
- Use Unit 8 – Single Family Dwellings
- Use Unit 9 – Zero Lot Line
- Use Unit 34 – Model Home/Temporary Marketing Office

Covenants shall specify exterior building material requirements, all of which will be required to be high quality materials. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Vinyl shall be allowed for soffit or fascia.

Developer intends to build then sell or lease homes on all lots. However, depending on market demand, developer reserves the right to sell lots. Plans and elevations of sample single family homes, which are similar in appearance/materials to the types of homes developer will build in this subdivision are enclosed with this development plan. To facilitate marketing and selling homes, developer may operate a temporary sales office and up to two model homes at a time in the development.

Covenants shall include various provisions to ensure the pleasing appearance of the neighborhood is maintained and which are typical of many developments. These shall include, but not be limited to, requirements related to fences, yard maintenance, and storing trash cans out of sight from the road.

The residents of the PUD will have access to several amenities. The development will have sidewalks along the central street and along Gibbs Road. 20% of the property will be reserved

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Cadence Crossing PUD Development Plan

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as a large open POA lot with parking, a tot-lot with play structure, picnic benches, and barbecue grill. An access easement between lots mid-block will allow pedestrians to access the POA lot from the central street without having to walk to the end of the development.

Home builder will be responsible for installation of one tree per lot during house construction. Installation of the tree is a requirement prior to issuance of Certificate of Occupancy, and the homeowner shall be responsible for the tree's maintenance. Developer will install trees and landscaping in common areas as shown on landscape plans. Builder and developer shall provide a standard one year warranty for each tree they install. All trees installed by developer and/or home builder shall be one of the following species:

- Alle Elm (*Ulmus americana*)
- Northern Red Oak (*Quercus rubra*)
- Shumard Oak (*Quercus shumardii*)
- Sugar Maples (*Acer saccharum*)
- Chinese Pistache (*Pistachia chinensis*)

There are three types of street sections proposed to be constructed in the subdivision.

- A) East Section of Street A: The portion of Street A between Gibbs Road and the first intersection with the alleyways has no lots fronting it and includes a landscaped median with curb and gutter through the middle of the street. This portion of the street will have a 60' wide right-of-way and measure 50' from back of curb to back of curb. Sidewalk will be installed along both sides of the street. No parking is allowed on this portion of the street.
- B) West Section of Street A: The portion of Street A between the two intersections with alleyways has lots fronting the street and does not include a median. This portion of the street will have a 53' wide right-of-way with 5' sidewalks and 7' parking lanes along each side of the street.
- C) Alley A and Alley B: The proposed alleys will be 15' wide and have a 20' wide right-of-way. No curb and gutter or sidewalks are proposed for the alleys and parking on the alleyways is prohibited.

In addition to the interior streets, the project will also include improving the west side of West Gibbs Road to master street plan requirements. This will include dedicating right-of-way, widening the street, adding curb and gutter, installing sidewalk, and installing drainage improvements where necessary.

Project includes a single street connection to West Gibbs Road.

Signage for the subdivision will consist of a single monument sign in the median of the central street near the intersection with Gibbs Road. The exterior of the sign will be constructed with primarily stone, brick, and/or metal. The developer will install landscaping around the sign in accordance with the landscape plan.

March 12, 2021

Cadence Crossing PUD Development Plan

Page 7

Developer intends to begin construction as quickly as possible once the PUD and construction plans are approved. It is anticipated that construction of subdivision infrastructure will be complete within eighteen months of City Council approval of the PUD.

The property is in the A-1 zoning district, as are the adjacent properties to the west, north, and east. The adjacent property to the south is SF-2, and the adjacent property diagonally to the southeast is SF-1.

The proposed development is compatible with existing and future land uses in this area. The development consists of single family residential lots, which is the dominant land use in this area. There are several existing residential developments in the vicinity, most of which are in the SF-2 district. It is compatible with the nearby institutional uses, which include Hellstern Middle School and Har-Ber High School. Other nearby properties that have not been developed and remain in the A-1 district appear to be primarily single family as well.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
1649 VANTRESS FARMS ROAD AS SET FORTH IN
ORDINANCE NO. 4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on April 6, 2021 on a request by Friendship Cemetery Association for a conditional use for a Tandem Lot Split at 1649 Vantress Road; and

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and zero (0) no recommends that a conditional use be granted to Friendship Cemetery Association for a Tandem Lot Split at 1649 Vantress Farms Road with the following conditions no conditions set.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Friendship Cemetery Association at 1649 Vantress Farms Road for a Tandem Lot Split.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

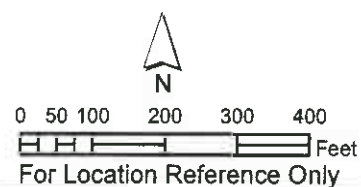
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. C21-09
APPLICANT: Friendship Cemetery Association
REQUEST: Tandem Lot Split in A-1 zone

PLANNING COMMISSION MEETING
April 6, 2021

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE TRANSFER OF
PROPERTY LOCATED ADJACENT TO 3304 MARTIN
DRIVE TO DAVID KEEN AND KATHY KEEN.**

WHEREAS, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows:

Lot Twenty-eight (28) in Block Nine (9), American Subdivision to the City of Springdale, Washington County, Arkansas, also known as Washington County Tax Parcel Number 815-20239-000 ("the Property").

WHEREAS, the City acquired the Property in 1973, and was originally purchased for the purpose of construction of a sewer lift station on the Property;

WHEREAS, the Property has been maintained by the City over the years, and the adjoining property owner requests to acquire the Property from the City;

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to transfer real property it owns, subject to approval by the City Council;

WHEREAS, the Springdale Water & Sewer Commission has no objection to the Property being transferred to the Keens, as the City granted and filed easements in favor of the Commission pertaining to their facilities on the Property, as was authorized and directed by Resolution No. 24-21, passed by the Springdale City Council on February 23, 2021;

WHEREAS, transferring this parcel to David Keen and Kathy Keen is reasonable in that it would relieve the City from having to expend funds to maintain the Property, and it would allow the Keens to combine the Property with adjacent property they already own at this particular location;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the transfer of the Property to David Keen and Kathy Keen, subject to the easements authorized and directed by Resolution No. 24-21, and that adequate consideration exists for the transfer of the Property as set forth herein.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

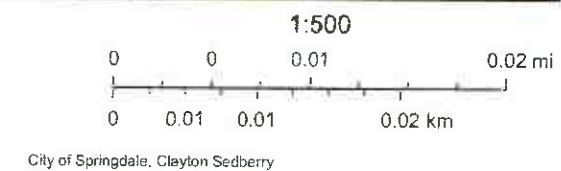
Ernest B. Cate, City Attorney

City of Springdale Zoning Map



November 16, 2020

- | | | | |
|---|--------------|------------------------------------|---------------|
| ☐ Washington Co. Parcels | STREAMS | ☐ LAKES | STREETS - ALL |
| ☐ Benton Co. Parcels | MAIN CHANNEL | ☐ Buildings | INTERSTATE |
| ☐ SCHOOLS | TRIBUTARY | ☐ RAILROAD | RAMP |



RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT FROM THE
FEDERAL AVIATION ADMINISTRATION AND
AUTHORIZING THE MAYOR TO SIGN THE GRANT
AGREEMENT.**

WHEREAS, the City of Springdale has been offered an Airport Coronavirus Response Grant that requires acceptance by May 1, 2021, and

WHEREAS, the grant requires that permission to accept the grant be obtained from the governing body, and

WHEREAS, the amount of the grant offered by the Federal Aviation Administration is \$57,162.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to accept and sign the grant agreement for a grant of \$57,162 from the Federal Aviation Administration.

D AND APPROVED this 13th day of April, 2021

ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE
OF FUNDS TO ACQUIRE A PORTION OF LAND FROM
THE ELIZABETH MCNABB PHILLIPS TRUST FOR THE
40TH STREET PROJECT (FALCON ROAD TO SPRING
CREEK BRIDGE), PROJECT NO. 18BPS4.**

WHEREAS, the City of Springdale is in need of acquiring a portion of a tract of land for the 40th Street Project (Falcon Road to Spring Creek Bridge), Project No. 18BPS4, Tracts , said land being owned by the Elizabeth McNabb Phillips Trust;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$53,250.00 is the estimated just compensation for the property needed from Ms. Phillips;

WHEREAS, the property owner has extended a counter-offer that the City pay the sum of \$93,250.00 to acquire the lands needed for the project, said amount being payment of \$24,000.00 for fencing, and \$16,000.00 in additional compensation based on an increase in the market value of the property since the City's appraisal was conducted, and an increase in the per square foot value of the property taken;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$40,000.00 to acquire the property needed from Ms. Phillips, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of filing an eminent domain action and a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire a portion of a tract of land for the 40th Street Project (Falcon Road to Spring Creek Bridge), Project No. 18BPS4, Tract 4, said land being owned by the Elizabeth McNabb Phillips Trust, for the total sum of \$93,250.00 to be paid from the 2018 Street Bond Program.

PASSED AND APPROVED this ____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 114-88 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS.**

WHEREAS, Chapter 114-88 of the Code of Ordinances of the City of Springdale, Arkansas, provides the elements constituting a violation of the City's "truck route" ordinance;

WHEREAS, Chapter 114-88 needs to be revised to clarify that certain activities are not considered to be a bona fide pickup or delivery of property or merchandise under the "truck route" ordinance;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Section 114-88 of the Code of Ordinances of the City of Springdale, Arkansas, be amended to protect City streets from damage caused by unnecessary truck traffic.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF SPRINGDALE, ARKANSAS:**

Section 1: Section 114-88 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 114-88. - Violations.

It is unlawful for any person to drive or park, or permit the driving or parking, of any truck on any city street not expressly marked as a truck route; provided, however, that this prohibition shall not apply to any truck making a bona fide pickup or delivery of property or merchandise when it is necessary to leave the marked truck route to do so. Provided, however, that trucks delivering or hauling construction materials in trucks with GVWR greater than 35,000 pounds shall not leave a marked truck route except along a designated route approved in the projects grading permit. A bond to cover the cost of street damage repair may be required as part of the project grading permit. Residential waste pickup service trucks are exempt from the truck weight limit provisions of this ordinance.

Section 2: All other provisions of Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Delivery Trucks



80,000 GVWR



12,000 – 23,000 GVWR

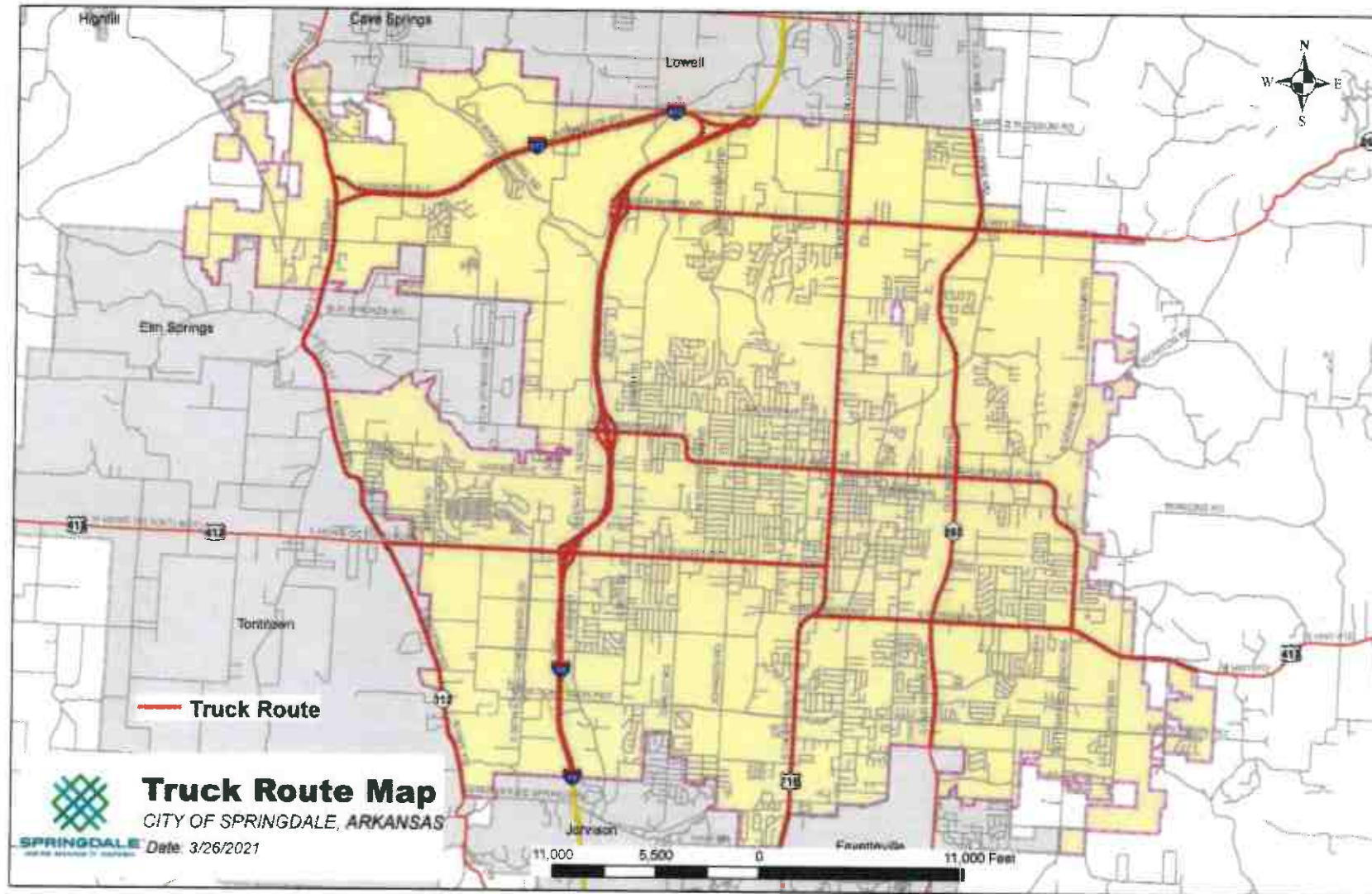
Construction Haul Trucks



80,000 GVWR



33,000 GVWR



Current Truck Routes

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 110-86 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS.**

WHEREAS, Chapter 110, Article IV of the Code of Ordinances of the City of Springdale, Arkansas, contains the provisions and regulations pertaining to excavations in the City of Springdale, Arkansas;

WHEREAS, Section 110-86 of the Code of Ordinances of the City of Springdale, Arkansas, should be amended to ensure that the identity of any contractor working within City streets or rights-of-way is readily discernable;

WHEREAS, it is in the best interest of the citizens of the City of Springdale, Arkansas, to amend Section 110-86 of the Code of Ordinances of the City of Springdale, Arkansas;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF SPRINGDALE, ARKANSAS:**

Section 1: Section 110-86 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 110-86. – Permit requirements.

Before any person shall dig, excavate in, bore under or remove any portion of any city right-of-way, street, alley, curb or sidewalk in the city, he shall obtain a permit issued by the city public works director. At the time of making application for the permit, an inspection fee of \$50.00 shall be paid. An applicant for such permit shall deposit a sufficient surety bond at the office of the city public works director before a permit shall be issued. The amount of the bond shall be determined by the public works director based upon the estimated cost of the permanent repair as described under subsection (2)d below, plus an amount sufficient to pay for any and all damages to public property that may result in the course of the permitted work, but shall not be less than \$5,000.00. The bond shall be forfeited, all or in part thereof, for failure to comply with the rules of public safety, failure to close the opening within 24 hours after the work has been completed, failure to complete the backfill and repair in accordance with specifications, failure to complete the necessary cleanup, damage to public property including but not limited to the street subgrade, asphalt surface, concrete surface, curb and gutter, sidewalk, and/or all infrastructure located within the street right-of-way or causing unnecessary inconvenience or damage to vehicular or other traffic. The person working within the City street or right-of-way shall display their company name and telephone number on company vehicles and equipment while in the street or right-of-way.

- (1) *Jacking or boring.* The depth of bury on installations which are jacked or bored under any street shall have a minimum depth of bury of two and one-half feet below the low points of the street cross section to the top of the pipe or casing, or three and one-half feet below the bottom of the pavement structure (top of subgrade) to the top of the pipe or casing, whichever gives the greatest depth. If the pavement structure is damaged by the jacking or boring installation, it shall be repaired in accordance with subsection (2) below.
- (2) *Street cuts.* All street cuts shall be made and repaired in accordance with section 110-54(4), and as shown in the Standard Details for Street and Drainage Construction "Street Cut (Trench) Repairs" dated October 2016.

- a. ~~The person making a street cut shall display their company name and telephone number on company vehicles and equipment while in the right-of-way.~~ The street cut shall be saw-cut in a smooth straight line before any excavation commences. Flares, barricades, warning signs and other warning devices as required in the current edition of the MUTCD shall be used to protect the public from harm. The public works director or his authorized representative shall inspect the street opening before any backfill is placed in the opening and during the backfill operation. A permanent patch of four inches of hot-mix asphalt shall be used over the top of the backfill matching the existing grade of the street surface in accordance with City of Springdale, Arkansas Standard Details for Street and Drainage Construction.
 - b. If it is necessary to undertake any activity requiring a permit pursuant to this section during off-duty hours, or in the case of an emergency, the person making the cut shall notify the city police department. Normal duty hours are from 7:30 a.m. until 4:00 p.m. Monday through Friday with the exception of holidays. The city public works director or his authorized representative shall inspect all such activity made during off-duty hours, or due to an emergency. An extra charge in the amount of \$30.00 per hour shall be billed to the person to compensate the city public works director or his authorized representative.
 - c. The person who makes the street cut shall be responsible for making any needed repairs due to settling of the cut or failure of the repair for a period of 90 days from the time the permanent patch is completed.
 - d. After the permanent patch is complete, the city public works director or his authorized representative shall make a final inspection. The bond deposited with the city shall be returned to the applicant after final cleanup of the final repair of the trench cut is complete. A contractor in the business of performing utility construction and/or maintenance that requires excavation in the street right-of-way or is engaged in a contract to perform work that includes excavation in the street right-of-ways shall be required to provide a standing surety bond sufficient to cover the scope of the expected number of permits applicable to each and every site upon which to work is scheduled to take place and where a permit will be required. The standing surety bond will remain in place until the completion of all permitted work and all permitted work is fully inspected by the public works director and deemed to be satisfactory.
- (3) *Curb cuts for driveways.* Curb modifications for driveways shall be in accordance with this section with the exception that a cash deposit of \$500.00 will be deposited with the city at the time the curb cut permit is issued. The director of engineering or his authorized representative shall inspect the curb cut after the excavation for the driveway is complete and before any base material, asphalt or concrete is placed for the construction of the driveway. A final inspection shall be performed after the driveway construction and cleanup is complete. The cash deposited with the city shall be returned to the applicant when the curb modification is completed in accordance with this section.
- (4) *Inspection and enforcement.*
- a. Inspections of the work in progress and the finished work shall be completed by the city public works director or his

authorized representative. Any and all deficiencies in the work or deviation from the requirements of permit requirements shall be noted and communicated to the contractor performing the work and directed to make necessary corrections immediately. Failure of the contractor performing the work to make the required corrections shall result in a stop work order until such time the work being performed is brought into compliance.

- b. Any person engaging in activity governed by the provisions of this section without a permit as provided herein shall be punished in accordance with the provisions of section 1-9. In addition, the city public works director or his authorized representative shall issue a stop work order until such time the work being performed is brought into compliance.

Section 2: All other provisions of Chapter 110 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

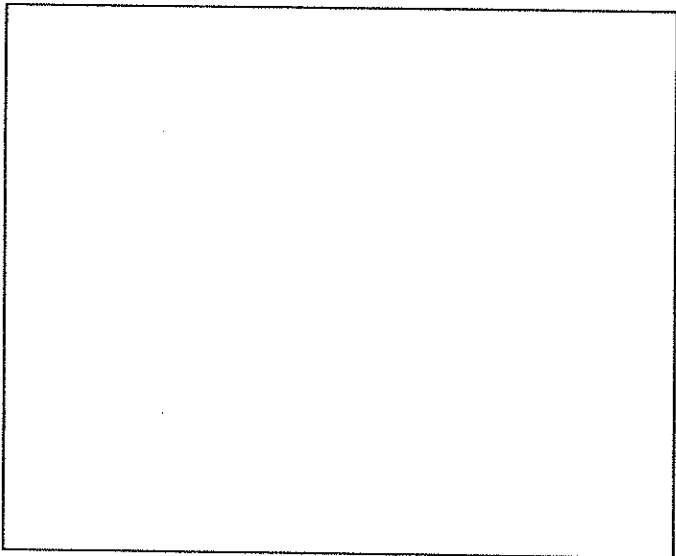
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE RELOCATING A PORTION OF MAPLE AVENUE AND VACATING A PORTION OF THE RIGHT-OF-WAY OF SUCCESS AVENUE AND VACATING A PORTION OF THE RIGHT-OF-WAY OF WATER STREET, PURSUANT TO ARK. CODE ANN. §14-54-104(2), DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.



WHEREAS, the City of Springdale has undertaken the construction of Maple Avenue from Holcomb Street to Park Street (Project No. 18BPS2)("the Project");

WHEREAS, the Project resulted in the realignment of Maple Avenue, thereby making segments of both Success Avenue and Water Street no longer needed for right-of-way or city street purposes;

WHEREAS, Ark. Code Ann. §14-54-104(2) gives cities of the first class the authority to alter or change the width or extent of streets, and to vacate portions thereof;

WHEREAS, it is in the best interests of the City to vacate that portion of Success Avenue no longer needed for a city street due to the Project, as shown on the attached Exhibit "A", and further described as follows:

RIGHT-OF-WAY VACATION LOCATED IN A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 01, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SAID NE CORNER OF SAID NW1/4, NE1/4; THENCE N87°28'50"W A DISTANCE OF 228.97 FEET TO THE EXISTING EAST RIGHT-OF-WAY OF WATER STREET; THENCE ALONG SAID EXISTING RIGHT-OF-WAY S02°48'38"W A DISTANCE OF 340.25 FEET TO THE INTERSECTION WITH THE EXISTING NORTH RIGHT-OF-WAY OF SUCCESS AVENUE; THENCE ALONG SAID EXISTING RIGHT-OF-WAY S88°22'00"E A DISTANCE OF 134.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EXISTING RIGHT-OF-WAY S88°22'00"E A DISTANCE OF 87.71 FEET TO A POINT; THENCE CONTINUING ALONG SAID EXISTING RIGHT-OF-WAY S45°40'02"E A DISTANCE OF 10.04 FEET

TO A POINT; THENCE CONTINUING ALONG SAID EXISTING RIGHT-OF-WAY S88°32'36"E A DISTANCE OF 164.62 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF PARK STREET; THENCE ALONG SAID EXISTING RIGHT-OF-WAY S02°27'23"W A DISTANCE OF 43.70 FEET TO THE EXISTING SOUTH RIGHT-OF-WAY OF SUCCESS STREET; THENCE ALONG SAID EXISTING RIGHT-OF-WAY N88°22'00"W A DISTANCE OF 259.24 FEET TO A POINT; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY N01°48'51"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT A 15-FOOT WIDE EASEMENT CENTERED UPON THE WATER AND/OR THE SEWER FACILITIES AS ORIGINALLY LAID AND GENERALLY INDICATED ON THE ATTACHED EXHIBIT "A"

WHEREAS, it is in the best interests of the City to vacate that portion of Water Street no longer needed for a city street due to the Project, as shown on the attached Exhibit "B" and further described as follows:

RIGHT-OF-WAY VACATION LOCATED IN A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 01, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT POINT ON THE EASTERLY RIGHT-OF-WAY OF WATER STREET WHICH IS N87°18'50"W 228.97 FEET AND S02°48'38"W 70.76 FEET FROM THE NE CORNER OF SAID NW1/4 NE1/4 AND RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY S02°48'38"W 58.69 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 123.50 FEET FOR A CHORD BEARING AND DISTANCE OF S36°04'07"W 81.85 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET FOR A CHORD BEARING AND DISTANCE OF S29°20'37"W 6.12 FEET, THENCE S41°58'12"W 3.94 FEET, THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY N48°01'48"W 9.27 FEET TO THE EAST LINE OF LOT 4 BLOCK 1 SHAVER ADDITION PHASE 2, THENCE ALONG SAID EAST LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24.97 FEET FOR A CHORD BEARING AND DISTANCE OF N25°17'02"E 19.09 FEET, THENCE CONTINUING ALONG SAID EAST LINE OF LOT 4 BLOCK 1 AND THE EAST LINE OF LOT 3 BLOCK 1 OF SHAVER ADDITION PHASE 2 N02°48'38"E 151.47 FEET, THENCE LEAVING SAID EAST LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 227.50 FEET FOR A CHORD BEARING AND DISTANCE OF S49°01'22"E 63.60 FEET TO THE POINT OF BEGINNING. CONTAINING 0.13 ACRES, MORE OR LESS. LESS AND EXCEPT A 15-FOOT WIDE EASEMENT CENTERED UPON THE WATER AND/OR THE SEWER FACILITIES AS ORIGINALLY LAID AND GENERALLY INDICATED ON THE ATTACHED EXHIBIT "B"

WHEREAS, public interest and welfare will not be adversely affected by the realignment of Maple Avenue and the abandonment of the portions of the city streets herein described.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that:

Section 1: That the City of Springdale, Arkansas, hereby releases, vacates and abandons all its right-of-way interests, with the rights of the public generally, in and to the properties described hereinabove.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Washington County, Arkansas, and recorded in the Deed records of the County.

Section 3: The Council further finds that pursuant to Arkansas law, upon abandonment of these rights-of-way, the ownership of the property where these rights-of-way are located as shown on the attached exhibits, shall vest in the owners of the real estate abutting thereon, with each such abutting owner taking title to the center line of the street so abandoned, and the ownership shall be free from the easement of the City for public use as a city street. Provided, however, that the City of Springdale will retain the rights of any utility/drainage easements which may exist across this property.

Section 4: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2021.

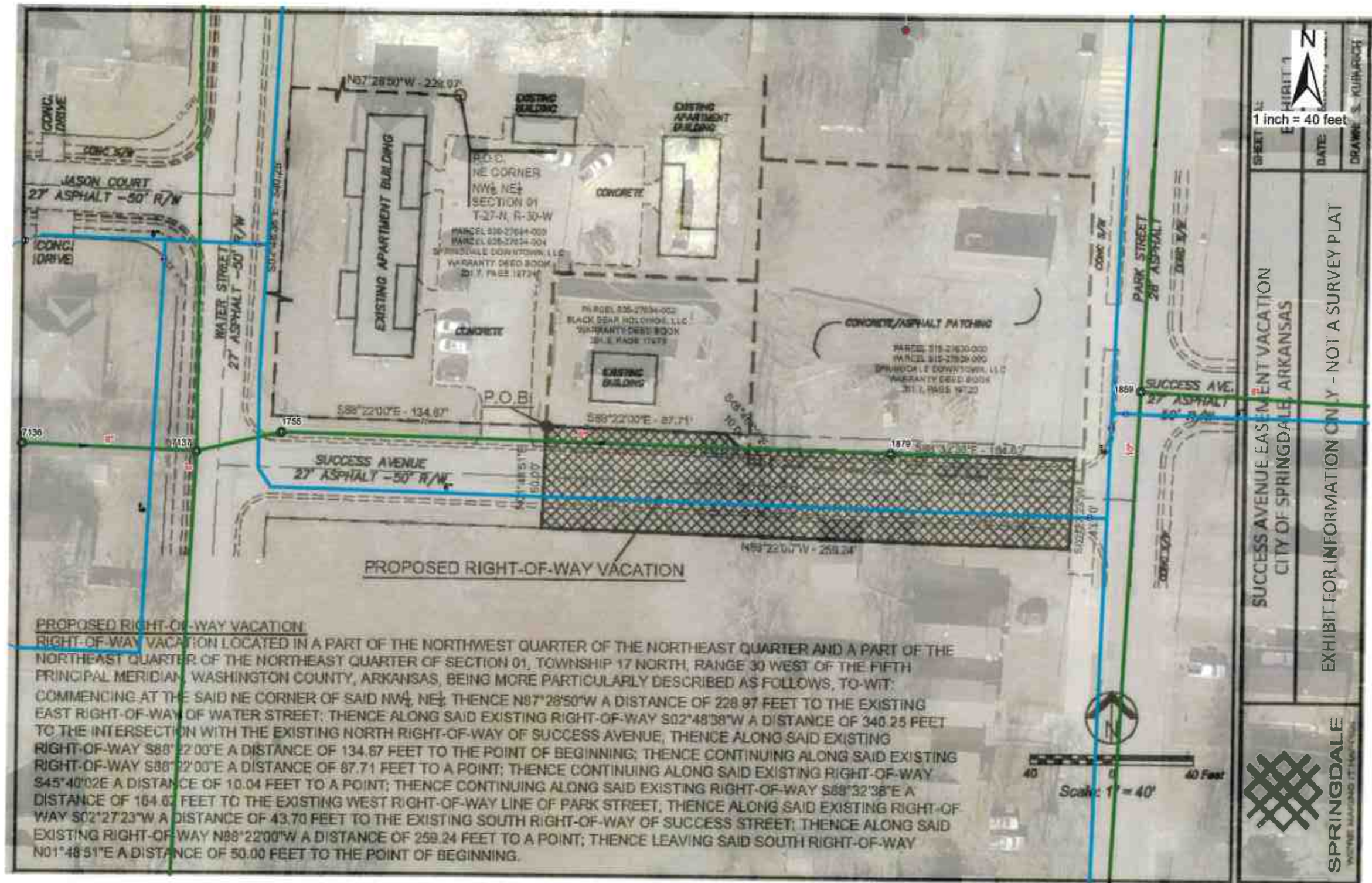
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



1 inch = 40 feet

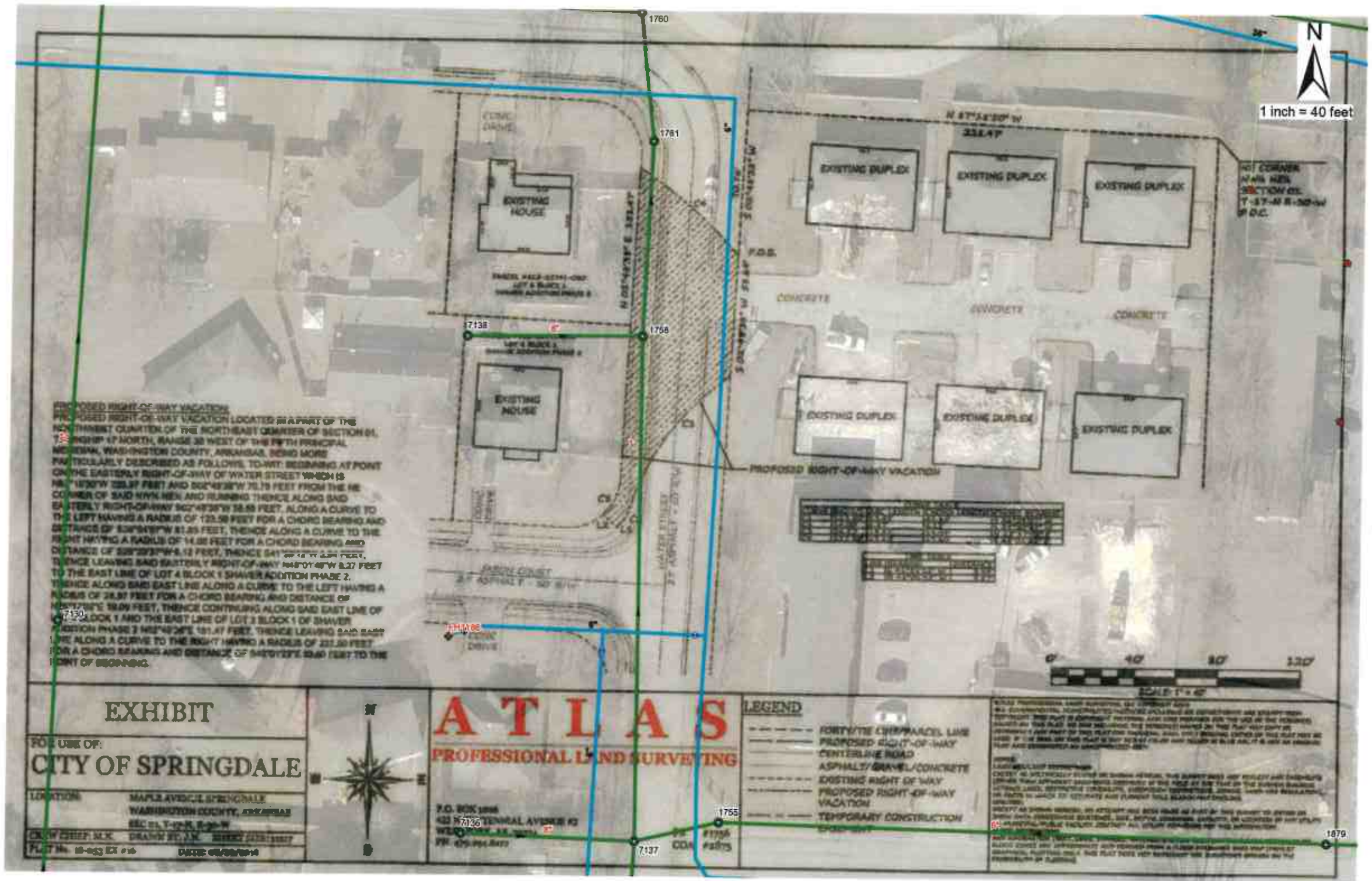
DATE: _____

DRAWN: S. KUHNROCK

SUCCESS AVENUE EASEMENT VACATION
CITY OF SPRINGDALE, ARKANSAS

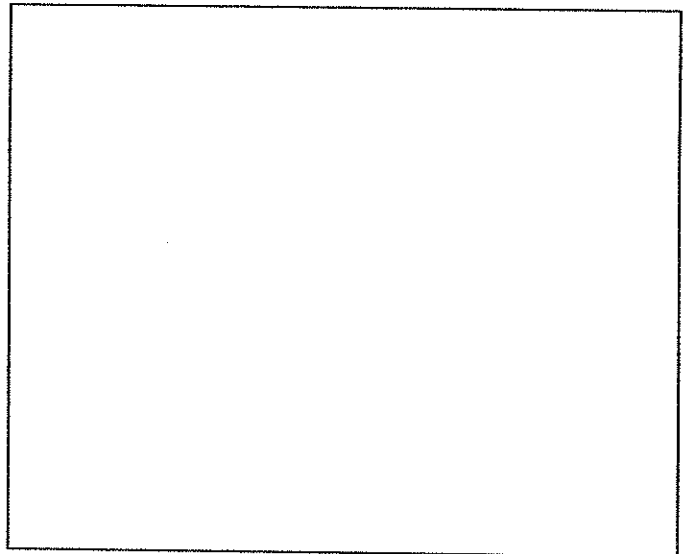
EXHIBIT FOR INFORMATION ONLY - NOT A SURVEY PLAT

SPRINGDALE
PLANNING DEPARTMENT



ORDINANCE NO. _____

**AN ORDINANCE RELEASING,
VACATING, AND ABANDONING A
PORTION OF A UTILITY EASEMENT
LOCATED ON PROPERTY IN
SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS, TO DECLARE
AN EMERGENCY AND FOR OTHER
PURPOSES.**



WHEREAS, Christopher Brown and Gina Brown have petitioned for the abandonment of a portion of a utility easement on Lot 107, Pinewood Subdivision, to the City of Springdale, Washington County, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, in Plat Book 16, Page 131, and more particularly described in Section 1 below;

WHEREAS, after legal notice of the hearing was published as required by law, a hearing was held on the matter in front of the Springdale City Council, and at the hearing the City Council made the following findings: That all utility companies have filed their written consents to the releasing, vacating and abandoning a portion of the utility easement as shown on the copy of the plat incorporated by reference and said copy and consents are on file in the office of the City Clerk for the City of Springdale, Arkansas;

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

Section 1: That the City of Springdale, Arkansas hereby releases, vacates and abandons all of their rights, together with the rights of the public generally, in the property described as follows:

Part of Lot 107, Final Plat, Pinewood Subdivision, Springdale, Arkansas, recorded in Plat Book 16, Page 131, being further described as follows: Beginning at the Southeast corner of said Lot 107, thence along the southerly line of Lot 107, N88°02'07"W 96.84 feet to a point being 17.5" from the Southwest corner of Lot 107, thence parallel with the westerly line of Lot 107, then N03°01'10"E 20.00' to a point. Thence parallel with the South Line of Lot 107 S88°02'07"E 96.51' to the East line of Lot 107, thence S02°05'30"W 20.00' along the East line of Lot 107 to the southeast corner and point of beginning.

PARCEL NO.: 815-35008-000

A survey showing the property abandoned is hereby incorporated by reference.

Section 2: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this 13th day of April, 2021.

Doug Sprouse, Mayor

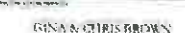
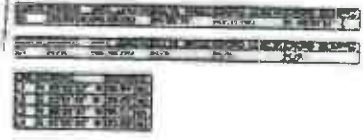
ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF
WATER/SEWER EASEMENTS ACROSS PROPERTY
OWNED BY THE CITY OF SPRINGDALE, BENTON
COUNTY, ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property known as Parcel No. 21-00167-470, Benton County, Arkansas ("the Property");

WHEREAS, the Springdale Water and Sewer Commission is in need of two water/sewer easement across the Property for water/sewer improvements, as shown on the attached Exhibits "A" and "B";

WHEREAS, the water/sewer easements are necessary for the construction and improvement of water/sewer facilities to enhance capacity in the area of the Properties, including Shaw Park, and will be beneficial to future growth and development of the area;

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document (Exhibit "B") when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting water/sewer easements across the Property to the Springdale Water and Sewer Commission.

PASSED AND APPROVED this _____ day of _____, 2021.

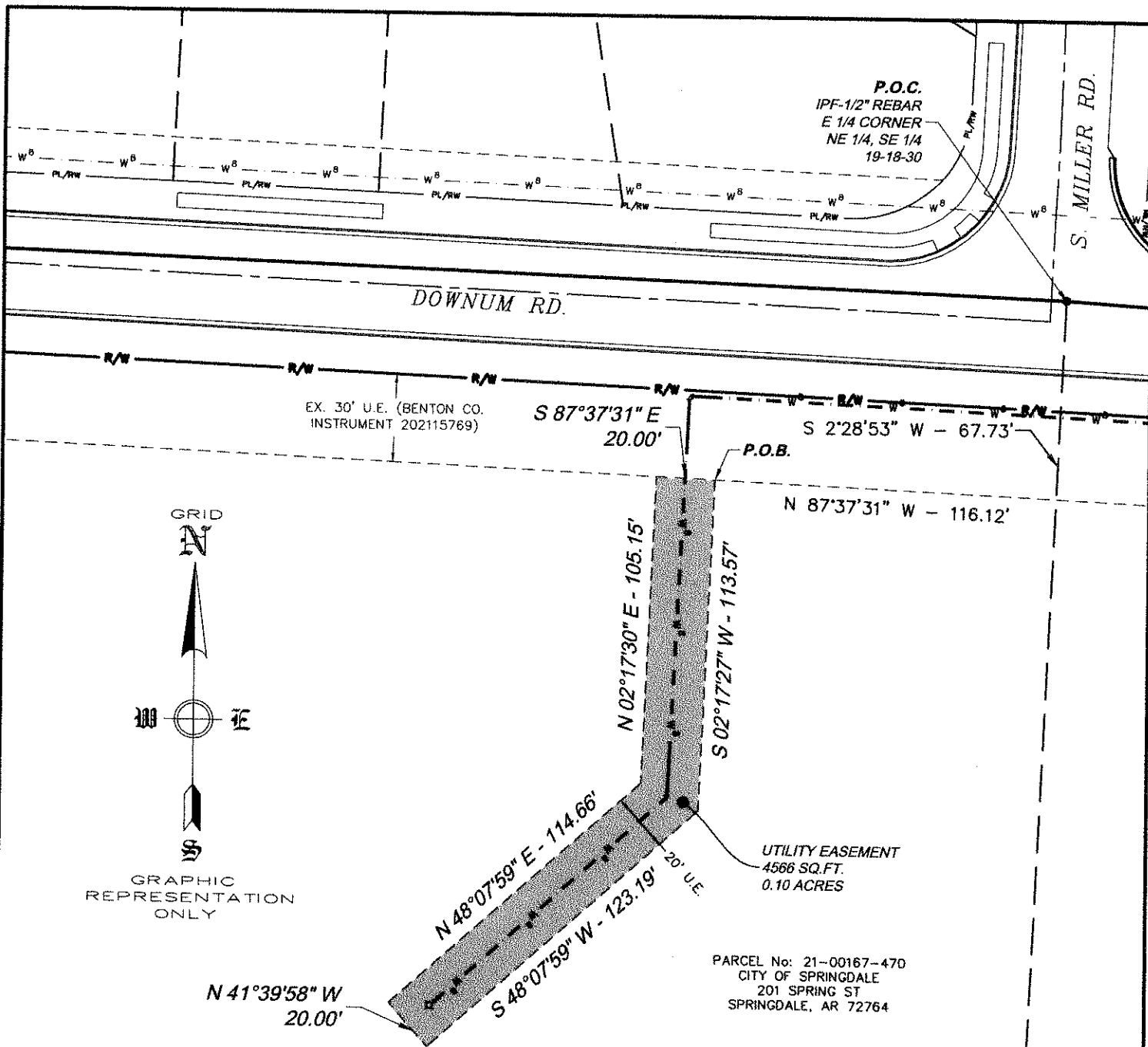
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



UTILITY EASEMENT DESCRIPTION:
 A PERMANENT UTILITY EASEMENT ACROSS PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 19 MARKED BY A FOUND 1/2" REBAR; THENCE ALONG THE EASTERN PROPERTY LINE N87°37'31"W A DISTANCE OF 116.12 FEET ALONG THE SOUTHERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769 TO THE POINT OF BEGINNING; THENCE DEPARTING SAID UTILITY EASEMENT BOUNDARY S02°17'27"W A DISTANCE OF 113.57 FEET; THENCE S48°07'59"W A DISTANCE OF 123.19 FEET; THENCE N41°39'58"W A DISTANCE OF 20.00 FEET; THENCE N02°17'30"E A DISTANCE OF 105.15 FEET; THENCE N48°07'59"E A DISTANCE OF 114.66 FEET; THENCE N02°17'30"E A DISTANCE OF 105.15 FEET; THENCE S87°37'31"E A DISTANCE OF 20.00 FEET ALONG THE SOUTHERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; TO THE POINT OF BEGINNING. CONTAINING 4566 SQUARE FEET, MORE OR LESS.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned **City of Springdale, Arkansas, a municipal corporation**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by the **Springdale Water and Sewer Commission, Springdale, Arkansas**, Grantee, does hereby grant, bargain and sell unto the said **Springdale Water and Sewer Commission, Springdale, Arkansas**, and unto its successors and assigns, an easement for a water transmission line(s), and/or sewer collection or force main line(s), over, under or across the hereinafter described land in **Benton County, Arkansas**, to-wit:

PROPERTY DESCRIPTION (Parcel 21-00167-470):

The E1/2 of the SE1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas.

LESS & EXCEPT A tract in the NW corner of said 80.00 acre tract, described as follows: Beginning at the NW corner of said 80.00 acre tract, and running thence East 40 rods; thence South 60 rods; thence West 40 rods; thence North 60 rods to the point of beginning.

LESS & EXCEPT A part of the SE1/4 of the SE1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas, being more particularly described as follows: From a found 1/2 inch rebar representing the SW corner of the SE 1/4 of the SE 1/4 of said Section 19; thence N 02°24'27"E, 608.55 feet; thence S 87°31'56" E, 37.12 feet to the point of beginning; thence N 02° 16'36" E, 50.00 feet; thence S 87°31'56" E, 121.53 feet; thence S 02°28'04" W, 50.00 feet; thence N 87°31'56" W, 121.36 feet to the point of beginning, containing 0.14 acres, more or less, and subject to any easements and/ or rights-of-way of record, if any.

**Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.**

As described in Warranty Deed Book 2012, Page 49898 of the records of the Circuit Clerk and Ex-Officio Recorder, Benton County, Arkansas.

PERMANENT EASEMENT DESCRIPTIONS: (See Attached Easement Exhibits "A" and "B")

A PERMANENT UTILITY EASEMENT ACROSS PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 19

MARKED BY A FOUND 1/2" REBAR; THENCE ALONG THE EASTERN PROPERTY LINE OF SAID PARCEL S02°28'53"W A DISTANCE OF 67.73 FEET; THENCE DEPARTING SAID EASTERN PROPERTY LINE N87°37'31"W A DISTANCE OF 116.12 FEET ALONG THE SOUTHERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769 TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID UTILITY EASEMENT BOUNDARY S02°17'27"W A DISTANCE OF 113.57 FEET; THENCE S48°07'59"W A DISTANCE OF 123.19 FEET; THENCE N41°39'58"W A DISTANCE OF 20.00 FEET; THENCE N48°07'59"E A DISTANCE OF 114.66 FEET; THENCE N02°17'30"E A DISTANCE OF 105.15 FEET; THENCE S87°37'31"E A DISTANCE OF 20.00 FEET ALONG THE SOUTHERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; TO THE **POINT OF BEGINNING**. CONTAINING **4566** SQUARE FEET, MORE OR LESS.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION NINETEEN (19) MARKED BY A FOUND 1/2" REBAR; THENCE ALONG THE WESTERN PROPERTY LINE OF SAID PARCEL N02°24'27"E A DISTANCE OF 1115.47 FEET; THENCE DEPARTING SAID WESTERN PROPERTY LINE S87°35'33"E A DISTANCE OF 73.38 FEET TO THE **POINT OF BEGINNING**; THENCE N02°32'16"E A DISTANCE OF 20.02 FEET ALONG THE EASTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE DEPARTING SAID UTILITY EASEMENT BOUNDARY S89°53'22"E A DISTANCE OF 102.48 FEET; THENCE S67°06'23"E A DISTANCE OF 46.46 FEET; THENCE S22°53'37"W A DISTANCE OF 20.00 FEET; THENCE N67°06'23"W A DISTANCE OF 42.42 FEET; THENCE N89°53'22"W A DISTANCE OF 99.30 FEET TO THE **POINT OF BEGINNING**. CONTAINING **2906** SQUARE FEET, MORE OR LESS.

Together with the right of ingress and egress across adjacent lands for the purpose of laying, repairing, inspecting, maintaining, removing, or replacing, said water transmission line(s) and/or sewer collection or force main line(s), and the right of exercising all other rights necessary to carry out the purposes for which this Easement is created.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantee, its successors and assigns, forever or until said right of way is abandoned.

And Grantor agrees to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or seek to claim the same or any part thereof.

This Easement is declared to and does inure to the benefit of the public generally, and shall be binding upon the successors in title to the lands herein described or any other part thereof, their mortgagees, lessees, heirs, administrators, executors, successors, and assigns.

[signature page to follow]

IN WITNESS WHEREOF, the hands and seals of Grantor, are hereunto set this the _____ day of _____, 2021.

City of Springdale, Arkansas
A municipal corporation

By: _____
Doug Sprouse, Mayor

ATTEST:

By: _____
Denise Pearce, City Clerk/Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS }
 } SS
COUNTY OF WASHINGTON }

On this the _____ day of _____, 2021, before me, _____, the undersigned Notary Public, personally appeared **Doug Sprouse** and **Denise Pearce** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged themselves to be respectively, the **Mayor** and the **City Clerk/Treasurer** of the **City of Springdale, Arkansas, a municipal corporation**, and that they, as such **Mayor** and **City Clerk/Treasurer**, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF
WATER/SEWER EASEMENTS ACROSS PROPERTY
OWNED BY THE CITY OF SPRINGDALE, BENTON
COUNTY, ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property known as Parcel No. 21-00167-471, Benton County, Arkansas ("the Property");

WHEREAS, the Springdale Water and Sewer Commission is in need of two water/sewer easement across the Property for water/sewer improvements, as shown on the attached Exhibit "A";

WHEREAS, the water/sewer easements are necessary for the construction and improvement of water/sewer facilities to enhance capacity in the area of the Properties, including Shaw Park, and will be beneficial to future growth and development of the area;

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document (Exhibit "B") when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting water/sewer easements across the Property to the Springdale Water and Sewer Commission.

PASSED AND APPROVED this _____ day of _____, 2021.

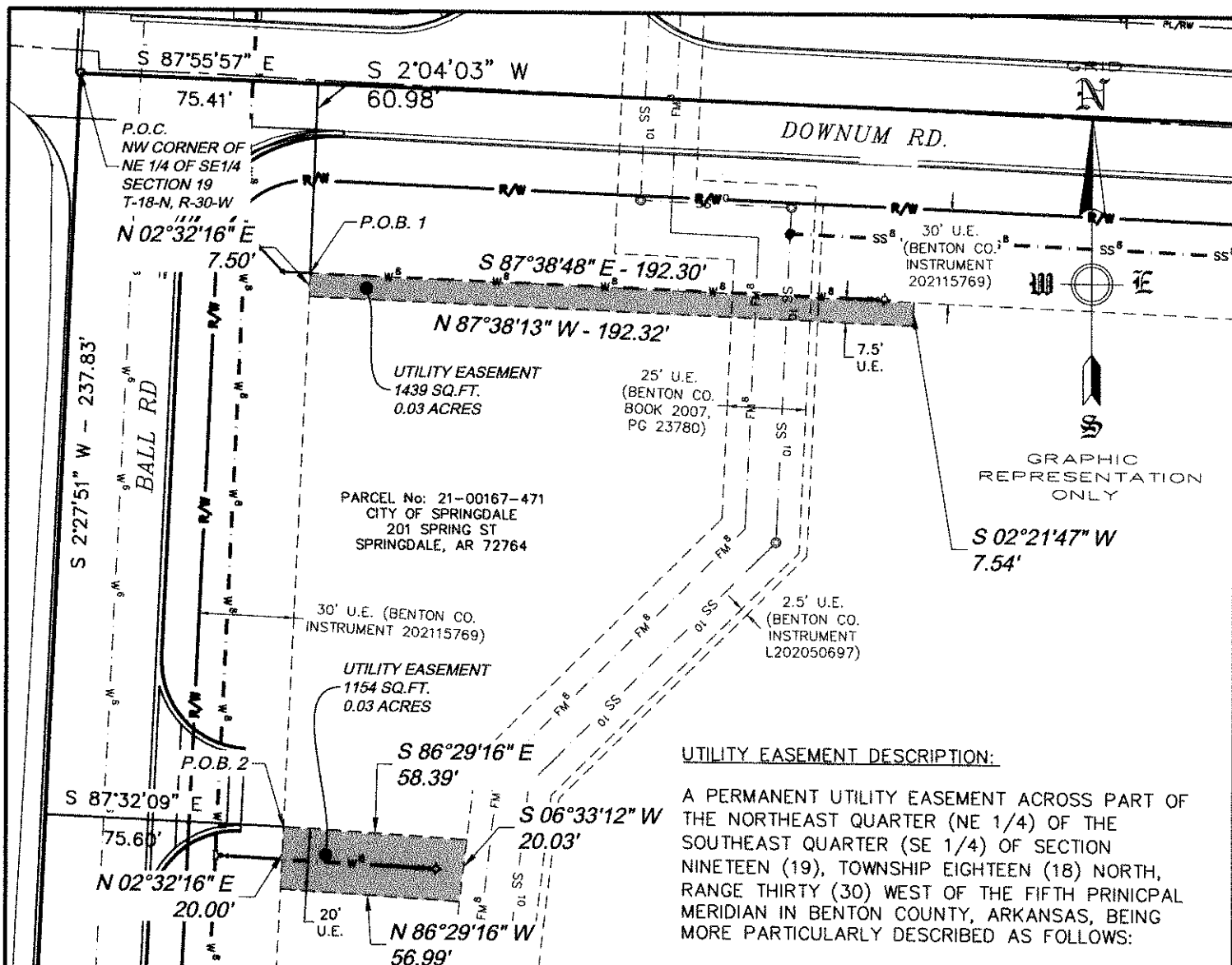
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

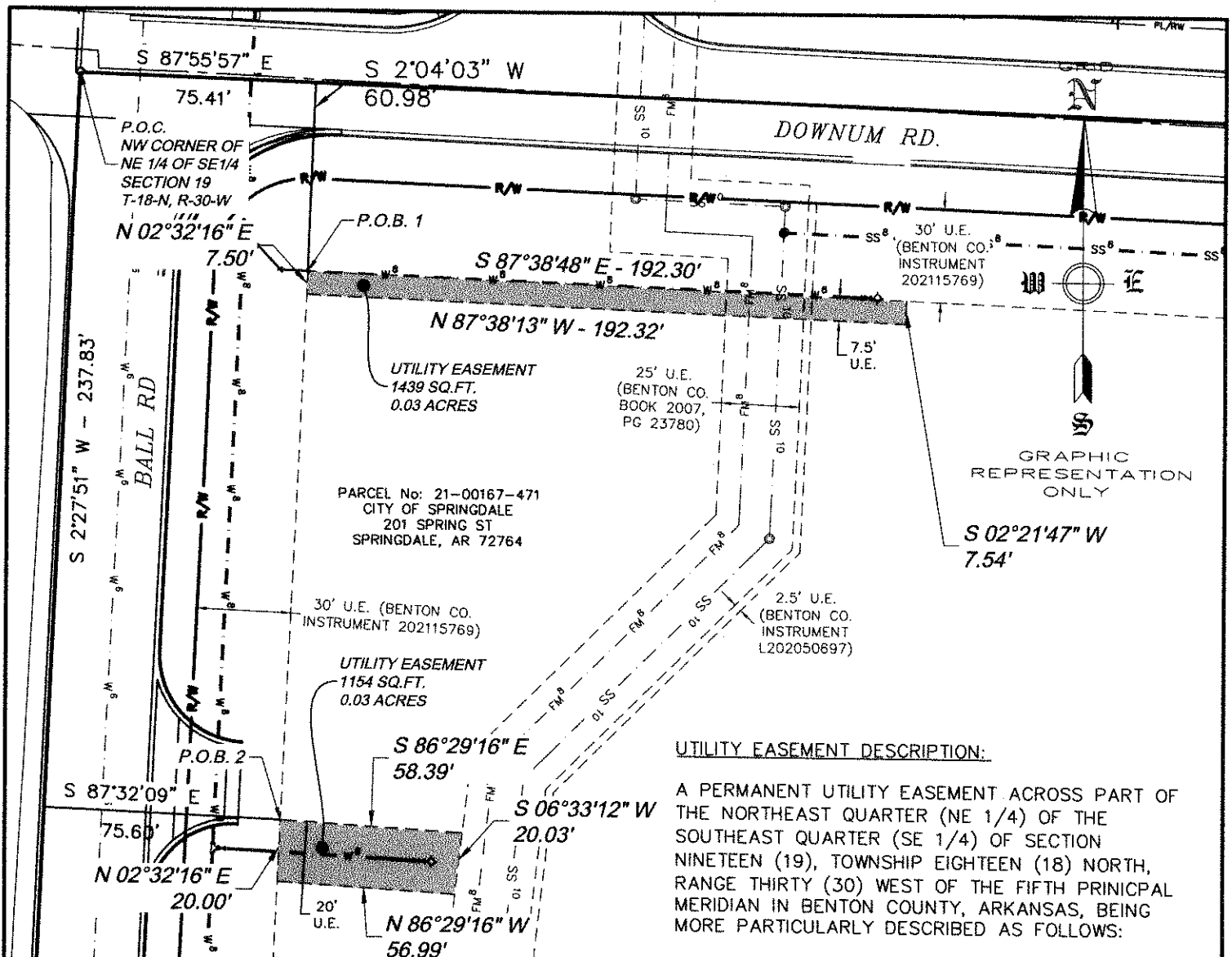
Ernest B. Cate, City Attorney



COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE S87°55'57"E ALONG THE NORTHERN PROPERTY LINE OF SAID PARCEL A DISTANCE OF 75.41 FEET; THENCE DEPARTING SAID NORTHERN PROPERTY LINE S02°04'03"W A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING (P.O.B. 1); THENCE S87°38'48"E A DISTANCE OF 192.30 FEET ALONG THE SOUTHERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE DEPARTING SAID UTILITY EASEMENT BOUNDARY S02°21'47"W A DISTANCE OF 7.54 FEET; THENCE N87°38'13"W A DISTANCE OF 192.32 FEET TO THE EASTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE N02°32'16"E ALONG SAID UTILITY EASEMENT BOUNDARY A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING (P.O.B. 1). CONTAINING 1439 SQUARE FEET, MORE OR LESS.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE ALONG THE WESTERN PROPERTY LINE OF SAID PARCEL S02°27'51"W A DISTANCE OF 237.83 FEET; THENCE DEPARTING SAID WESTERN PROPERTY LINE S87°32'09"E A DISTANCE OF 75.60 FEET TO THE POINT OF BEGINNING (P.O.B. 2); THENCE S86°29'16"E A DISTANCE OF 58.39 FEET TO THE WESTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY BOOK 2007, PAGES 23780-23783; THENCE ALONG SAID UTILITY EASEMENT BOUNDARY S06°33'12"W A DISTANCE OF 20.03 FEET; THENCE DEPARTING SAID UTILITY EASEMENT BOUNDARY N86°29'16"W A DISTANCE OF 56.99 FEET TO THE EASTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE ALONG SAID UTILITY EASEMENT BOUNDARY N02°32'16"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING (P.O.B. 2). CONTAINING 1154 SQUARE FEET, MORE OR LESS.



UTILITY EASEMENT DESCRIPTION:

A PERMANENT UTILITY EASEMENT ACROSS PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE S87°55'57"E ALONG THE NORTHERN PROPERTY LINE OF SAID PARCEL A DISTANCE OF 75.41 FEET; THENCE DEPARTING SAID NORTHERN PROPERTY LINE S02°04'03"W A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING (P.O.B. 1); THENCE S87°38'48"E A DISTANCE OF 192.30 FEET ALONG THE SOUTHERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE DEPARTING SAID UTILITY EASEMENT BOUNDARY S02°21'47"W A DISTANCE OF 7.54 FEET; THENCE N87°38'13"W A DISTANCE OF 192.32 FEET TO THE EASTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE N02°32'16"E ALONG SAID UTILITY EASEMENT BOUNDARY A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING (P.O.B. 1). CONTAINING 1439 SQUARE FEET, MORE OR LESS.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE ALONG THE WESTERN PROPERTY LINE OF SAID PARCEL S02°27'51"W A DISTANCE OF 237.83 FEET; THENCE DEPARTING SAID WESTERN PROPERTY LINE S87°32'09"E A DISTANCE OF 75.60 FEET TO THE POINT OF BEGINNING (P.O.B. 2); THENCE S86°29'16"E A DISTANCE OF 58.39 FEET TO THE WESTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY BOOK 2007, PAGES 23780-23783; THENCE ALONG SAID UTILITY EASEMENT BOUNDARY S06°33'12"W A DISTANCE OF 20.03 FEET; THENCE DEPARTING SAID UTILITY EASEMENT BOUNDARY N86°29'16"W A DISTANCE OF 56.99 FEET TO THE EASTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE ALONG SAID UTILITY EASEMENT BOUNDARY N02°32'16"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING (P.O.B. 2). CONTAINING 1154 SQUARE FEET, MORE OR LESS.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned **City of Springdale, Arkansas, a municipal corporation**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by the **Springdale Water and Sewer Commission, Springdale, Arkansas**, Grantee, does hereby grant, bargain and sell unto the said **Springdale Water and Sewer Commission, Springdale, Arkansas**, and unto its successors and assigns, an easement for a water transmission line(s), and/or sewer collection or force main line(s), over, under or across the hereinafter described land in **Benton County, Arkansas**, to-wit:

PROPERTY DESCRIPTION (Parcel No. 21-00167-471):

Tract A:

(PIN 21-00167-471)

The North 3/4 of the W 1/2 of the NE 1/4 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas

Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

As described in **Warranty Deed Book 2012, Page 49898** of the records of the Circuit Clerk and Ex-Officio Recorder, Benton County, Arkansas.

PERMANENT EASEMENT DESCRIPTIONS: (See Attached Easement Exhibit "A")

A PERMANENT UTILITY EASEMENT ACROSS PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE S87°55'57"E ALONG THE NORTHERN PROPERTY LINE OF SAID PARCEL A DISTANCE OF 75.41 FEET; THENCE DEPARTING SAID NORTHERN PROPERTY LINE S02°04'03"W A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING (P.O.B. 1); THENCE S87°38'48"E A DISTANCE OF 192.30 FEET ALONG THE SOUTHERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE DEPARTING SAID UTILITY EASEMENT BOUNDARY S02°21'47"W A DISTANCE OF 7.54 FEET; THENCE N87°38'13"W A DISTANCE OF 192.32 FEET TO THE EASTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE N02°32'16"E ALONG SAID UTILITY EASEMENT BOUNDARY A DISTANCE OF 7.50 FEET

TO THE POINT OF BEGINNING (P.O.B. 1). CONTAINING 1439 SQUARE FEET, MORE OR LESS.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE ALONG THE WESTERN PROPERTY LINE OF SAID PARCEL S02°27'51"W A DISTANCE OF 237.83 FEET; THENCE DEPARTING SAID WESTERN PROPERTY LINE S87°32'09"E A DISTANCE OF 75.60 FEET TO THE **POINT OF BEGINNING (P.O.B. 2)**; THENCE S86°29'16"E A DISTANCE OF 58.39 FEET TO THE WESTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY BOOK 2007, PAGES 23780-23783; THENCE ALONG SAID UTILITY EASEMENT BOUNDARY S06°33'12"W A DISTANCE OF 20.03 FEET; THENCE DEPARTING SAID UTILITY EASEMENT BOUNDARY N86°29'16"W A DISTANCE OF 56.99 FEET TO THE EASTERN BOUNDARY OF AN EXISTING UTILITY EASEMENT DESCRIBED IN BENTON COUNTY INSTRUMENT 202115769; THENCE ALONG SAID UTILITY EASEMENT BOUNDARY N02°32'16"E A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING (P.O.B. 2)**. CONTAINING 1154 SQUARE FEET, MORE OR LESS.

Together with the right of ingress and egress across adjacent lands for the purpose of laying, repairing, inspecting, maintaining, removing, or replacing, said water transmission line(s) and/or sewer collection or force main line(s), and the right of exercising all other rights necessary to carry out the purposes for which this Easement is created.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantee, its successors and assigns, forever or until said right of way is abandoned.

And Grantor agrees to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or seek to claim the same or any part thereof.

This Easement is declared to and does inure to the benefit of the public generally, and shall be binding upon the successors in title to the lands herein described or any other part thereof, their mortgagees, lessees, heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, the hands and seals of Grantor, are hereunto set this the _____ day of _____, 2021.

City of Springdale, Arkansas
A municipal corporation

By: _____
Doug Sprouse, Mayor

ATTEST:

By: _____
Denise Pearce, City Clerk/Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS }
 } SS
COUNTY OF WASHINGTON }

On this the _____ day of _____, 2021, before me, _____, the undersigned Notary Public, personally appeared **Doug Sprouse** and **Denise Pearce** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged themselves to be respectively, the **Mayor** and the **City Clerk/Treasurer** of the **City of Springdale, Arkansas, a municipal corporation**, and that they, as such **Mayor** and **City Clerk/Treasurer**, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires: _____