

- The next City Council Committee Meeting date will be discussed during tonight's meeting.
- Agenda Packet will be available on the Friday before the meeting.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, August 26th, 2025**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Randall Harriman

1. Call to Order – Mayor Doug Sprouse
2. Roll Call –Sabra Jeffus, City Clerk
3. Recognition of a Quorum.
4. 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.

5. Approval of Minutes – **Tuesday, August 12th, 2025.** Pgs. 277-288

6. 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) **7 B-J** (Motion must be approved by two-thirds (2/3) of the council members)*

7. Planning Commission Report and Recommendation by Sharon Tromburg, Director of Planning and Community Development

A. **An Appeal** of the Planning Commission's denial of a Rezoning Petition (R25-39) for Brook Randal & Ginger Lea Martin from Agricultural

District (A-1) to Medium Density Multi-Family Residential District (MF-12) at a property located at 4617 Luvene Ave. Pgs. 1-18

B. An Ordinance amending Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, the Downtown District Form-Based Code (FB25-07); revising Section 2.0, the Regulating Plan; declaring an emergency; and for other purposes. Pgs. 19-22

C. 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 (R25-40) certain lands located at the southwest corner of Don Tyson Parkway and Habberton Road from a General Commercial District (C-2), a Medium/High Density Multi-Family Residential District (MF-16), and an Agricultural District (A-1) to a Planned Unit Development (PUD) within Springdale, Arkansas, and declaring an emergency. Pgs. 23-50

D. 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 (R25-43) certain lands located north of W. Morris Avenue and east of Brunswick Street from an Agricultural District (A-1) to a Planned Unit Development (PUD) within Springdale, Arkansas, and declaring an emergency. Pgs. 51-142

E. 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 (R25-44) certain lands located at 2143 Worth Lane from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and declaring an emergency. Pgs. 143-147

F. 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 (R25-45) certain lands located at 327 & 331 E. Robinson Avenue and 555 Gage Place from a General Commercial District (C-2) to a Light Industrial District (I-1) within Springdale, Arkansas, and declaring an emergency. Pgs. 148-152

G. 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 (R25-46) certain lands located at 5950 W. Sunset Avenue from Large Product Retail Sales District (C-6) to a Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and declaring an emergency. **Pgs. 153-157**

H. 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 (R25-47) certain lands located at east of 1581 E. Emma Avenue From Light Industrial District (I-1) to a Medium/High Density Multi-Family Residential District (MF-16) within Springdale, Arkansas, and declaring an emergency. **Pgs. 158-163**

I. 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 (R25-48) certain lands located at the south end of Jennifer Terrace from General Commercial District (C-2) to a Large Product Retail Sales District (C-6) within Springdale, Arkansas, and declaring an emergency. **Pgs. 164-169**

J. 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 (R25-49) certain lands located at 1310 Oak Grove Road from Neighborhood Office District (O-1) to a General Commercial District (C-2) within Springdale, Arkansas, and declaring an emergency. **Pgs. 170-174**

K. A Resolution approving a waiver (W25-25) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in ordinance No. 3725 to Gabriel Quiñonez in connection with 2357 Reed Avenue, a single-family dwelling. **Pgs. 175-177**

L. A Resolution approving a waiver (W25-29) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in ordinance no. 3725 to Red Barn Bakery in connection with N25-19, a non-large-scale development. **Pgs. 178-180**

M. A Resolution approving a waiver (W25-30) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in ordinance no. 3725 to Thompson Building Parking Lot in connection with N25-21, a non-large-scale development. **Pgs. 181-183**

N. **A Resolution** approving a waiver (W25-31) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in ordinance no. 3725 to Mancia Properties Parking Lot in connection with N25-23, a non-large-scale development. Pgs. 184-186

8. Finance Committee by Chairman Jeff Watson – All Item(s) forwarded from Committee with recommendation for approval.

A. **A Resolution** authorizing the grant of Utility Easements across properties owned by the City of Springdale, Washington County, Arkansas for the East Emma Avenue Streetscape Project (Project No. 23BPS14). Presented by Ben Peters, Engineering Director. Pgs. 187-204

B. **A Resolution** authorizing the grant of Utility Easements across property owned by the City of Springdale, Washington County, Arkansas for the Springdale Fire Station #4 Project (LS25-14). Presented by Ernest Cate, City Attorney. Pgs. 204-206

C. **A Resolution** authorizing the execution of a Lease Agreement on property owned by the City of Springdale, Washington County, Arkansas. Presented by Lori Proud, Senior Center Director. Pgs. 207-215

D. **A Resolution** authorizing the execution of a Temporary Use Agreement on property owned by the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 216-220

E. **A Resolution** authorizing the expenditure of funds to acquire property from Ana Julia Cubas and Secundio Salas-Andrade for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6. Presented by Ernest Cate, City Attorney. Pgs. 221-224

F. **A Resolution** authorizing the expenditure of funds to acquire property from MBW Farms, LLC, for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4. Presented by Ernest Cate, City Attorney. Pgs. 225-228

G. **A Resolution** authorizing the purchase of a new mini track loader for Springdale Public Works. Presented by James Smith, Public Works Director. Pgs. 229-232

H. A Resolution authorizing the execution of an Appraisal Services Agreement for Sunset Avenue Extension Project No. 23BPS6. Presented by Ben Peters, Engineering Director. Pgs. 233-246

I. A Resolution authorizing the execution of a Construction Manager Agreement for Preconstruction Services on Sunset Ave. and Powell Street 23BPS6. Presented by Ben Peters, Engineering Director. Pgs. 247-276

9. **A Discussion** on both City Council Committee Meetings in September 2025.

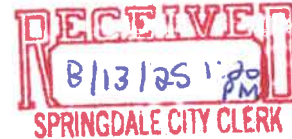
10. Comments from Council Members.

11. Comments from City Attorney.

12. Comments from Mayor

13. Adjournment.

August 12, 2025



City of Springdale
City Clerk Sabra Jeffus
201 Spring Street
Springdale, AR 72764

Re: Appealing Planning Commission Denial of Rezoning Request (R25-39)
4617 Luvene Avenue
Springdale, AR

Please accept this letter as a formal appeal to the City Council from the Planning Commission's denial of the referenced rezoning at the address listed above per Chapter 130, Art. 2 §11.1(f).

The proposed rezoning from A-1 Agricultural District to MF-12 Medium Density Multi-Family Residential District is in keeping with the *Comprehensive Land Use Plan* adopted by City Council Resolution 151-12 on November 6, 2012. Specifically, the subject property is labeled to be classified as "Medium Density Residential".

The discussion at the Planning Commission meeting centered almost exclusively on speculation about the development plan by the public: layout, unit count, landscape buffers, fencing, parking lot, height of buildings, etc. No development plan has been submitted; these items are not germane to determining the highest and best use of the property in a rezoning hearing.

Feedback from Commissioners was sparse and did not address the fact that this request conforms with the adopted *Comprehensive Land Use Plan*. Two Commissioners voting "no" did not speak during the item at all.

Springdale's *Code of Ordinances* Chapter 90, Art. II §90-29 states in part, "When the planning commission shall have adopted the master plan of the city... In case of disapproval, the commission shall communicate its reasons to the council which shall have the power to overrule the disapproval by a recorded vote of not less than two-thirds of its membership." It is under this Ordinance we seek to appeal the decision.

Very truly yours,

A handwritten signature in black ink that reads "Brook Randal Martin". The signature is written in a cursive, flowing style.

Brook Randal Martin

A handwritten signature in black ink that reads "Ginger Lea Martin". The signature is written in a cursive, flowing style.

Ginger Lea Martin

Affidavit of Mailing

This document is to be submitted to the City of Springdale Planning & Community Development Division.

Brook R Martin

I hereby certify that I, (printed name) Ginger Lee Martin acting as agent/owner, have provided notice to affected parties in accordance with the requirements set forth in the instruction given with the application and that the notice information provided is to the best of my knowledge true and factual. I am hereby enclosing the following supporting documents: copies of the notice, mailing receipts, return cards and any notices that were undeliverable.

Ginger Lee Martin
Signature

Brook R Martin

08/12/25
Date

R25-39**Brook Randal & Ginger Lea Martin**

4617 Luvene Avenue

From A-1 to MF-12

Presented by Angela Bordonaro & Engineering Services, Inc.

Mr. Rush: Thank you, Mr. Chairman. Good evening. Brandon Rush with ESI. Since last month's meeting, we have a client who's got this property under contract, looking for rezoning to MF-12, Medium-Density Multifamily Residential District. Our client believes that it fits with the Comprehensive Land Use Plan, which calls for this area to be medium-density residential, fits with the C-2 to the west and north, and the hundreds of units at The Links at Springdale to the north, and has access on Luvene, which is a collector street. So, that's the proposal.

Mr. Cloud: Thank you. Any staff comments?

Mrs. Tromburg: The MF-12 multifamily district is a medium-density zoning district that allows eight units per acre by right, was established to provide areas for development, allowing more units per structure, providing more compact residential development, and promoting more efficient use of the land and utilities, and development of economical housing on smaller lots. This rezoning request is in keeping with the following goals and policies of the Comprehensive Land Use Plan and is recommended for approval. Appropriate locations for single-family and multifamily residential development should be provided based on accessibility, site suitability, utility availability, neighborhood compatibility, and environmental factors. Encourage the development of a variety of housing types appropriate to the size and income of all households living and working in Springdale, and larger multifamily developments should be located on sites with adequate space for off-street parking, accessory structures, and recreational activity, and towards the edge of single-family residential areas where higher traffic generation and taller building heights could be better accommodated.

Mr. Cloud: Thank you for that. Any public comment for this rezone request? If so, please come to the podium, state your name and address, and make your comments.

Mrs. McCann: Hi, Judith McCann. I live at—wow, I forgot my address—2102 Stone Brook Street in Cobblestone Subdivision. One of my main concerns that we talked about last month was the buffering. The way the layout of this land is, there are houses right up against those marker lines, homes with yards, and there will be no greenery. We don't know what the layout of their intent is. We don't know if there will be any green space there, if it will just be a lot of parking, asphalt, and two- or three-story dwellings. We don't know any of that, so our concerns are heightened. Also, concerns with the amount of rain that we got last year—that's a huge block of land that will primarily be asphalt and concrete—and we're concerned about that amount of water coming in on these properties that our subdivision backs right up to. So, not knowing the true plans that are being considered for this piece of property is very concerning to homeowners who live in that area. We've been there 24 years, so we don't have any intention of leaving, and we really are not really happy about a bunch of apartments being at our back door.

Mr. Cloud: Thank you.

Mrs. Gammill: My name is Victoria Gammill. I live at 2116 Cobblestone Street in Cobblestone Subdivision. My property—my house—looks, the backyard looks directly onto this field, this

property in question. Again, per last month's concerns, this property is completely surrounded by single-family homes. Granted, The Links are across the street, but they are some distance away from us. Another concern is the traffic on Luvine—it's a straightaway, and cars do tend to speed on there. The only ingress and egress from this property that I'm aware of is a single lot that goes onto Luvine. If we're talking about 48 dwellings—you know, you figure at least two cars per dwelling—you're looking at 100-plus cars pouring out onto Luvine. That's going to increase the traffic and possibilities of accidents.

We are also concerned with the water pressure in our area; it is not that great to begin with. I know Springdale is trying to make improvements all over town regarding the water system, but adding 100-plus, you know, users to the water system—we're worried it's going to continue to decrease our water pressure. Again, what Judith mentioned—the division between the properties—is there going to be a fence? Is there going to be green space, trees? What is going to keep someone in a two- or three-story unit from looking directly into my bedroom windows? My bedroom windows are on the back of the house along with most of my living space, and I do not cherish the thought of, you know, having an apartment complex or what have you looking directly into my house, into my backyard. I feel like I would not be able to enjoy my backyard if I've got that to look at—and them to look at me.

The easement—I brought that up last month. The easement, from what I understand, is a 20-foot easement that is 100% on our side of the property line. So, where that black line is, we have a 20-foot easement where we cannot do any permanent structures or anything in our backyards. And there is no easement that I'm aware of on the other side of the property line. And I know that was something that you guys were going to look into or discuss. And I know it has to do with the utilities, and there's not really a whole lot that can be done with that. But to me, that is a concern. You know, at the time that our subdivision was built, why weren't the property lines—you know, the easement—split between the properties? Thank you.

Mr. Cloud: Thank you.

Ms. Cootz: I'm Rhonda Cootz, and I live on 2094 Cobblestone Street. My property adjoins the piece of property that we're talking about. As I had mentioned last month, I'm not opposed to rezoning, but I am, you know, against the MF-12 rezoning just because it is a single-family home in the subdivision that I live in—not to mention the other subdivisions around the property. It's all single-family home. And to me, putting in apartments or any kind of structure like that—there's nothing—that's a small piece of property there. And, you know, I think single homes would be better there versus an apartment or something like that just because, for the prettiness of it and everything, I think it'd be an eyesore because there's nothing else around.

We have The Links apartments, but a road, you know, divides us from that and everything, so it doesn't, you know, affect us. Not to mention, you know, putting in apartments—or like they were saying, the asphalt and different things—it brings our home value down, I'm afraid. And that I don't want to happen because we have nice homes there, and we want to continue to have it and be able to enjoy our yard and enjoy, you know, looking out like we do.

Mr. Cloud: Thank you.

Mr. Gammill: Rod Gammill, 2116 Cobblestone Street. The gentleman brought up The Links apartments. I have no problem with them whatsoever. They don't back up to other houses. There's no houses up next to The Links. These are going to be right up next to our house. They're going

to be able to see in our back yards—probably in our back windows. That's privacy issues. I've got a problem with that, okay.

When I left here, we discussed it right outside the meeting here with the homeowners and with the real estate person. They didn't like the idea of these apartments going in there either. Now, all of a sudden, they do want to go with these in there. Discussed with the real estate person and the homeowners—they did not want these to go in there, and now they are.

Mr. Cloud: Thank you. Any public comment? Commissioners, any comments?

Ms. Keith: I do have one question, because I know we kind of chatted last week about you were going to meet with them and then—or last month, excuse me—looking at possibly a lower density or something like that. I didn't know if that conversation did happen or determine that this is still the highest and best use for this space.

Mrs. Tromburg: It was what the property owners decided to go with. They came in the following days after the last Planning Commission meeting, and we walked through all the requirements, the way that we make zoning decisions and recommendations, and also everything that goes into Multifamily Design Standards that would require a certain amount of green space and buffer. We went through all of that, and then after that, what decisions they made, or sounds like they have another authorized representative for this meeting, that's their choice.

Mr. Cloud: Any other comments?

Mrs. McCann: Why is there no mention of said green space? Why are we not made aware of those?

Mr. Cloud: Because this is just a rezoning. We don't get into the design. That's not until later on in the process. Right now, this is just a strict rezone request.

Mrs. McCann: And those would still be up for public opinion.

Mrs. Tromburg: Yes. You would get a letter, you'd be notified, we'd be in the same room. And we would actually have a full set of designed plans for whatever it is they do propose on that lot. And then that's when we can discuss drainage, roads, access, some of the other details that go into it, because right now nothing's been submitted. So, we don't have anything to kind of review.

Mrs. McCann: Right, that's the way we feel. You know, our homes are there, and we're very vested in this. In addition to that, a lot of mention has been made about The Links. Also, The Links, aside from the roads, there are no homes in that area, which someone did mention, but there's also a huge golf course that surrounds it that is beautiful—green grass, green land, and water, and all of that. So, it's not just massive apartment buildings on a lot of asphalt. And that's, I think, where our biggest problem lies—that, and the privacy issues and the traffic.

Mr. Cloud: Thank you.

Mrs. Gammill: So, I do have a question. In regards to being notified, none of us were notified that this was going to be on the agenda again. We were notified last month. I don't know what the protocols is for notifications because we didn't find out about this being on the agenda until this morning, and we rallied to try and get as many people here as we could, and some just couldn't make it because of prior engagements. So, is it because it's still being the MF-12 is what they're asking for, and that's what they asked for last month, and that's why we didn't get notified again?

Mrs. Tromburg: No. Our Springdale zoning ordinance allows for a project to be tabled one time at a Planning Commission meeting without the requirement of having to renotify everybody, but there's only that one time that could be tabled. So, if they weren't heard at this meeting, they would have to start the process all over. Or, if there was a new zoning category chosen, they would have to start over.

Mrs. Gammill: Okay. And what are the parameters for posting the rezoning notices? Because the majority of us—I mean, we drive by the property entrance every day, and there's been, not that I have seen—the zoning notice went away, and all that's up there right now that we could see is just the for-sale sign from the realtor sign. And so, the majority of us thought, you know, after our discussion with the homeowners last week or last month, that they were going to reconsider downsizing their ask or, you know, lessening it from the MF-12 down to a lower level. And that was the impression that we got from them—was that that's kind of what they wanted to do as well. So, when the zoning notice went away from the property, we all just kind of assumed, "Oh, they're just rethinking it and haven't pursued it." And, you know, so...

Mrs. Tromburg: We don't want to assume with some of these situations, but they followed all the procedures for our zoning ordinance. It was followed as far as notification, so that public hearing sign was 10 days prior to the original meeting, and since it was tabled. But I'm happy to follow up, send you a link to Chapter 130, where we have all those requirements of what it takes to do for that reason.

Mrs. Gammill: I didn't... like I said, we just found out about the meeting this morning, so I didn't have time to, you know, between work, trying to figure out how long the sign should have stayed up or what have you. I'm just saying that we were under the assumption that maybe it wasn't happening right now, and we didn't need to kind of worry about it. It just so happened my son-in-law looked this morning, and he was like, "Oh, it's tonight." And so, I just want you to know there would have been more people here except for the short notice.

Mr. Cloud: Thank you for that. I have a short comment. I would say most of you guys know my stance on buffer, and when there's no buffer, I kind of have a hard time going from single-family to MF-12. Not to mention, we had a previous rezone request in this area, and we went through a process, and they did get higher density, but not MF-12 or MF-16, for that very reason. And I think that's a prudent way to approach this. Personally, I don't speak for anyone else but myself, but that's where I stand. Excuse me. Do you have something you want to say? Please come to the podium. State your name and address.

Ms. Bordonaro: Hi, I'm Angela Bordonaro, and I'm with Fathom Realty, and I just, for the record, last Planning meeting we did table it, and obviously, the rules are when it's tabled, the next we know it's going to be the next month. Everybody should know when the Planning Committee meeting is. That's my first comment. Second comment is yes, we did speak to the homeowners afterwards just to reassure them that they don't want apartments in their backyard either, because the homeowners are going to stay there and live there. And I think that's real important to point out, because obviously the plans that they're wanting to approve around them, they've already talked to the builders, the developers, and it's something nice. It's not going to be something that's an eyesore. And I know the Springdale—sorry, I'm upset. I got to take a breath.

Mr. Cloud: You're fine.

Ms. Bordonaro: Anyway, a property owner, a person, should be able to have the right to their future of what they've invested in their property. When these clients, my sellers, have lived at that property in their family, they didn't complain about Cobblestone being developed around them. They didn't complain about all the growth in Springdale. They want what's best for Springdale. They want what's best for their neighbors and for themselves. And they're not going to jeopardize Springdale by putting multifamily properties there. It's going to provide for people that need homes, nurses that are traveling, you know. And I appreciate Sharon too, because a lot of people are like they don't want, they don't want it in their backyard—"nimby's," not in my backyards—but, you know, I don't see them, I mean, I don't see people being upset about Lindsay's apartments or, you know, actually whatever is developed. That's what we have City Council for, is to make sure it's done in a way that is aesthetically approved and meets with the requirements of the city. So, I don't see a problem with it. I think my clients should be able to sell their property and have it developed around them in a way that they want to. I do know that they've been good neighbors to all the people in the neighborhood surrounding them in the past, and I just don't understand why it's such a problem, but that's just my opinion.

Mr. Cloud: Thank you.

Ms. Martin: Don't leave me. I've stayed up here for you. My name is Ginger Martin. I live at 4617 Luvine Avenue. Homeowner, for one thing, they've brought up this easement again, and the easement is in their line, but we were grandfathered in due to my in-laws being there for a long time before them. And also, the utilities are open to my yard. I have to be the one that gives them permission to get in my yard with my dogs and have to deal with these people when they got go. I had to give them permission to go all the way around my property. I don't appreciate them being abusive about this utility easement.

The other thing is, it is our property and if we want to put it up for sale and change the zoning if we can, then I think we should be allowed to do what Springdale wants, it what is best. We don't want apartments like Lindsay. That isn't what we're looking at, but that's not here or there this meeting. I understand that. But what she said, we should be allowed to do what at least look into what we need to do for ourselves.

It's too much for me and my husband. We've had this beauty for them to look at, but now it's time for us to change for our own life, not everyone else's. It's that's all I have to say right now.

Mr. Cloud: Thank you.

Ms. Martin: Thank you.

Ms. Bordonaro: Thank you.

Mr. Cloud: Do you have something new? We got a long agenda tonight, so I'd love to get on down on this one.

Mrs. Gammill: If you'll allow me. We are not against them selling the property. We know it's their property that they inherited, and it's theirs to do what they want with. Our concern is the size and scope of what they're planning. And if they say they don't want the apartments in their backyard, then I don't understand why the MF-12 is what they're asking for. Because to me, once they sell that property, if it gets rezoned to MF-12 and they sell it, they're going to be in the same boat we are. They're going to have no say in what happens with the property. The people that buy it are going to be able to come in and do what they want with it. That we will not have any input. I mean,

yes, we can voice our opinions and everything, just like with this when it comes to the buffer, etc., but what's going to be built and the size and scope of what will be built, it will be up to the new owners, and that is our concern. The size and scope. We're worried about the traffic, we're worried about the decrease in water pressure, we're worried about the cars, the noise, the traffic, security issues, you know, that all come when you have a larger apartment complex, which to me, 48 units is a pretty good-sized apartment complex. And when you look at the lot, it is, yes, it's 5 point something acres, but it's not that big of an area when you're talking, you know, 48 units plus parking spaces, extra parking spaces, and green space. And that's just our concern.

Mr. Cloud: Thank you. All right, Commissioners. This will be a call for the vote.

Mr. Hussein: Call for the vote.

Mr. Cloud: Thank you.

This rezone request is voted on electronically.

VOTE:

YES: Hussein, Harlan, Reynolds.

NO: Ogunyemi, Austin, Keith, Cloud.

Mr. Cloud: That fails four (4) to three (3).

Mrs. Tromburg: You have 15 days to appeal that rezoning. You have to put in writing why you think the Planning Commission erred in their decision and submit it to the City Clerk's office.

R25-39 **Brook Randal & Ginger Lea Martin**
4617 Luvene Avenue
From A-1 to MF-12
Presented by Angela Bordonaro

Ms. Bordonaro: Good evening. We just want to rezone the existing property from A-1 to MF-12 or 16, right?

Mr. Cloud: 12.

Ms. Bordonaro: 12 or 16?

Mrs. Tromburg: The request submitted was for 12.

Ms. Bordonaro: Okay, good. I'm just making sure because I'm here on the 16..

Mr. Cloud: Any staff comments?

Mrs. Tromburg: So, the MF-12 Multifamily District is a medium-density zoning district that only allows eight units per acre by right. It was established to provide areas for development, allowing more units per structure, providing more compact residential development, and promoting more efficient use of land and utilities and development of economical housing on smaller lots. This rezoning request is in keeping with the following goals and policies of the Comprehensive Land Use Plan and is recommended for approval. Appropriate locations for single-family, multifamily residential development should be provided based on accessibility, site suitability, utility availability, neighborhood compatibility, and environmental factors. Encourage the development of variety of housing types appropriate to the size and income of all households living and working in Springdale. And larger multifamily developments should be located on sites with adequate space for off-street parking, accessory structures, recreational activity, and towards the edge of single-family residential areas where higher traffic generation and taller building heights can be better accommodated.

Mr. Cloud: Thank you for that. Any other staff comments? Any public comments regarding this rezone request? If you will just make your way up to the podium and, when your turn comes, just state your name and address, and we'll hear what you have to say.

Mr. Ohnstad: Hi, I'm Jeff Ohnstad. I live at 4500 Cody Avenue, directly behind the proposed property. We bought our house in June of 1994, so we've been in our home for 31 years. The property had been boarding horses at the time for over 20 years. And of course, our kids grew up in the backyard. I didn't put a fence up until they stopped boarding the horses. My wife and I are empty nesters now, and, you know, to kind of keep the compatibility with the rest of the neighborhoods around there, we would like to see single-family homes like there are between Luvene and Watkins Avenue. We feel like putting fourplexes or anything of multifamily use would be incompatible with the existing homes in the area. Noting that we bought that house 31 years ago, our property value actually quadrupled in that time frame, and we would, as we're now aging, hate to see that it diminishes due to putting incompatible housing in our area. So, thank you very much.

Mr. Cloud: Thank you.

Ms. McCann: Judith McCann, 2126 Stonebrook. Our subdivision, Cobblestone, Stone Brook, Cobblestone subdivision will completely back right up against this, as you said earlier. I believe, Mr. Cloud, that residential area there right next with no buffer whatsoever. I'm highly opposed to that. We've been there 21 years, and we really don't want to see this level of multifamily apartments going in literally in our backyards of our subdivision.

Mr. Cloud: Thank you.

Ms. Coots: I'm Rhonda Coots, and I live at 2094 Cobblestone Street. My yard does adjoin to the very back to that field, and I'm not opposed to, like, single-family homes, but multifamily—that's just right at my back door, and so I am against that. I've lived there for 10 years, and I, you know, plan to live there long—you know, much longer—but like I said, I am not opposed to, you know, single-family, because that's what it is completely around us already, and I just feel like if a multifamily sticks, it'll stick out. We have a nice area, and I'd like to really keep it that way..

Mr. Cloud: Thank you.

Ms. Coots: Thank you.

Ms. Gammill: My name is Victoria Gammill. I live at 2116 Cobblestone Street. I live next door to Rhonda. Again, my backyard looks right onto this field that they're trying to rezone. One of my concerns is this field is completely surrounded by single-family homes. There is only one lot that egresses and ingresses this property, and it goes on to Luvene. Luvene is a straight street. We've already got the Links apartment, which is across the street basically, but we have a lot of the Links traffic already on Luvene. People fly down Luvene. It is—I mean, I think if there are multifamily units coming out of this one lot, this one egress—it's going to cause traffic issues, if not wrecks.

I'm worried about the increased traffic flow. If it's a multifamily—if it gets sold for multifamily purposes—it's going to be apartments. We don't know how tall these apartments are going to go, you know, whether it's going to be people looking directly in our homes from the backyard. I'm concerned with the cars parking. If they have lighting in the parking lot at this facility—this complex—it's going to be shining right in my back windows, right in my bedroom windows. The size, the noise—these are all concerns. Whether they put any buffers or barriers between what they're planning to sell this and develop it for, and the single-family homes that exist there.

Also, my son-in-law—I believe he tried to put in a swimming pool in his backyard. He lives two doors down from me on the same street. His backyard also abuts this field. He tried to put an inground swimming pool but could not do so because he was told he had a 20-foot easement in his backyard, and he could not put a permanent property. So therefore, he had to put an above-ground pool that's not considered permanent. We were told at the time that the 20-ft easement is all on our side of the property line. This field has been there and was owned by a single—I mean, by this elderly woman who passed, and I think it's her kids that have inherited it. But when she—she owned it forever. And so, I was told that the easement was kind of—that field was grandfathered, so to speak. And so, when our subdivision was developed, our subdivision basically took the whole easement. So, I don't think there's any easement on their side of the property line. It's all on ours.

So, if this were to pass and they were able to sell the property, I feel like the easement should at least be split. There's no sense in those of us that live along that property line—that we have to

basically not be able to utilize our backyards for fear of, you know, having to tear something out because of the easement.

So, that was about all I had.

Mr. Cloud: Thank you. Before then, anyone else can. I'll wait; let this person speak. I want to touch on that easement.

Mr. Jones: I just want to add one comment. I live at 2098 Stone Brook, also in Cobblestone. All my neighbors have said good things.

Mr. Cloud: Name and address, sir. Sorry.

Mr. Jones: What's that?

Mr. Cloud: Need your name and address.

Mr. Jones: Matthew Jones, 2098 Stonebrook. I just want to also bring in the fact that the water tower is being put in right now, which is also going to have an impact on the value of our homes. So, adding another additional property change that could impact a lot of the neighborhood, not just the Cobblestone neighborhood, but all the neighbors or neighborhoods in this general area. So, I just want to add that the water tower is another point to be brought up. All right. Thank you.

Mr. Cloud: Thank you.

Mr. Sparkman: Hello, Brett Sparkman, 4563 Pebble Avenue. Much like many people have said, I just wanted to reiterate from another household perspective kind of the fears of having this large towering, you know, structures put in directly behind our house. Peering over, you know, our fences into our backyards. We bought our house in 2014. We got to enjoy the horses someone else mentioned previously. You know, they're gone now, but I think it would just be a real shame to kind of have that invasion of privacy on a personal level. So.

Mr. Cloud: Thank you.

Mr. Sparkman: Thank you.

Mr. Cloud: Any other public comments?

Mr. Martin: I'm Brook Martin at 4617 Luvene. My folks bought that place in 1972. Cobblestone was a field. Cody Street was a field of grape vineyards. My mom, dad never bitched and groped about when they put in Cobblestone or when they put in the subdivision back here in the back. I don't think there should be any reason why we should be able to do what we want to do within the limits of what we requested. Thank you.

Mr. Cloud: Thank you.

Ms. Bordonaro: Angela Bordonaro. I'm the realtor for the Martin's and I can understand the neighborhood's concerns, you know, thinking there's, you know, apartments or and that would be next to them. I wanted to make it clear though, we want to sell this for the highest and best use obviously for the Martin's, you know, their future. However, that doesn't mean that's necessarily what's going to go on the property. We've had previous interest in someone building a private subdivision back there. So, I am doing my best to market it to a lower SF-2 and not a, you know, a bunch of apartments or there's only 12 allowed. So, that would be potentially 24 cars.

Mrs. Tromburg: Well, and it's only eight by right.

Ms. Bordonaro: Right.

Mrs. Tromburg: And that zoning is a medium-density, which our land use plan does reflect. And we're not talking about a development plan. No development plan or plat has been submitted to the city. So, we have no specifics to talk to about this. We're just simply talking about: is that zone the best and highest use in that area? And then, if a development is proposed by someone that utilizes the zoning—which a single-family development could still be built in a multifamily zone—then adjacent property owners would be notified with certified mailing once again if a development plan is presented to the city. And then we will have another chance to come and speak on those individual details of the site.

Ms. Bordonaro: Yeah. And I just wanted to let the surrounding neighborhood know that, you know, this is an amicable thing. We're not trying to change the landscape drastically or anything. And I do believe if we did find the right developer and that they would be a high-scale developer, that would definitely put the buffers in, and I'm sure that y'all would require that anyway.

Mrs. Tromburg: So, we do, we have Multifamily Design Standards to protect against that, to help protect the adjacent property owners of developments.

Ms. Bordonaro: And I also wanted to add the existing sellers of the property on Luvene. They have a pool themselves, and they don't want something goddy around them either. They're staying there. So, they're going to be living there. So, they want something, and they're going to be negotiating with me on their behalf to make sure that they get exactly what would fit for everybody and be a win-win. That is our goal.

Mr. Cloud: Thank you. Yes, sir.

Mr. Gammill: Rod Gammill 2116 Cobblestone. I don't think we have a problem at all with the single-family. We'd be perfectly happy. It's the "could happen". That's our problem with it. Okay. It's that we don't want any multifamily two or three-story buildings right behind our houses. I think everyone back here would agree with me. Single-family, we would be perfectly happy with.

Mr. Cloud: Thank you.

Mr. Gammill: Thank you.

Mr. Cloud: Anyone else? Any comments? Can someone address the easement comment that was made, that all that falls on the subdivision, and what would happen if...

Mrs. Hollingshead: So, a lot of our utilities require a 20ft utility easement, and then the utility itself is if it's a water line, sewer line is down the middle of it. If they were developing that subdivision, they would have to put it all on their property because you can't put an easement on a property you don't own. They would have to dedicate their own easements on their side to facilitate their utilities, but I've never seen a utility easement move to be on property lines like that because that would probably require all the utilities to move as well.

Mr. Cloud: Thank you, Katie. Any comments from the Commissioners? Somebody else wants to speak? I'm sorry. Yes, you do. You get your exercise in, get your steps in for the day. Yeah. Any comments have to be made at the podium.

Ms. Bordonaro: Angela Bordonaro again. I wanted to ask with the current easement now, if we were to get an offer on this, there's two possibilities of us going through 48th Street to get the utilities. So...

Mrs. Tromburg: And those are all the details that we would discuss when a development plan is actually submitted. We'll have to work through and all the departments will, and we'll actually put it out for the utility companies to comment on, too. So, I don't think we should get into those details here tonight. Just the zoning.

Ms. Bordonaro: I just wanted to make sure it wouldn't affect the neighbors.

Mrs. Tromburg: But the easement that was brought up, that strictly belongs to that subdivision and was part of that development and shouldn't be considered with this rezoning.

Mr. Cloud: Yes, please.

Ms. McCann: Just back to them saying that it might not be multifamily in there. It could be a single dwelling. Why do we have to decide that right now? Why can it not be rezoned for single-family as opposed to multifamily?

Mrs. Tromburg: Because the property owners they have a right to request to rezone, and this is what they requested.

Ms. McCann: Okay. But knowing that all of us are against multifamily.

Mr. Cloud: Correct.

Ms. McCann: Okay.

Mr. Cloud: Thank you. Anyone else before we move to the commissioners? Commissioners?

Ms. Keith: When I was looking at this, considering some of the things that are being said, one of the things I was thinking about and looking at similar things in the vicinity, wondering if they would be amenable to MF-4 instead. But I don't know if that would fit better in this area.

Mr. Cloud: Yeah, just to follow up on that. We listened or we looked at a piece of property that you can see on the next slide is MF-4, that we rezone probably a year ago off of 40th Street. They too came to us with MF-12. And as my previous statement, I don't like going from one extreme to another when there's no buffer, natural buffer of some sort. So, I would be much more likely to support MF-4 as well than MF-12 in this scenario. But right now, your request is for MF12. Do you want us to vote on MF-12 or do you want to table it to discuss more? Would you want to reassert MF-4, or what would you do? You have any comments? And while they think about it, people that spoke, a couple of things. Mixed use does not reduce your property value. You just go to many cities in northwest Arkansas, and there's mixed use all over the place, and everybody's value continues to go up. Water towers don't affect your property value other than your guaranteed water pressure and water for a long period of time. So, some of the things that were stated, I just think they're incorrect. A well-designed development here, regardless of what it is, is only going to help your property value, especially if it's in keeping with the general idea of what's in that area. So, a mixed-use area doesn't really affect your property value if it's done properly. Podium, please. Should have just stayed on the front row. This would have been a lot easier for you. Oh, you're in heels, too. I just picked up on that. I'm so sorry.

Ms. Bordonaro: Yeah, wrong thing to wear. So, would it be more advantageous if we table this? Should we, I mean, what about like SF, like SF-12 or SF-8?

Mrs. Tromburg: If you want, you could come into the office potentially sometime tomorrow or next week, the following week, and we can discuss the options like what that would look like. If you table your, I mean, if you table today, you could have the option to come back next month with that same request, the MF-12, but we could also talk about, in the meantime, if there's other options or a different zone that you guys want to explore or learn more about. We're here to help you all.

Ms. Bordonaro: Okay. I was just going with the recommendation from the first meeting, but...

Mrs. Tromburg: I mean, the zoning that you have requested aligns with our Land Use Plan. There's nothing wrong with you requesting this, but this is the meeting where we discuss those details.

Ms. Bordonaro: Right. Okay. Thank you.

Mr. Cloud: Would you like us to vote for your request to move this to MF-12? If it's declined, can you speak toward that?

Mrs. Tromburg: Yes. If it is denied, you'll have the option, and I'll wait for the appeal options to see what the vote is. But you have some routes. You won't be able to apply for this specific zone for one year, for 12 months, but you could come back if this was turned down and request a rezone to MF-4 or SF-2, or any other zone that you would like.

Ms. Bordonaro: So, we would have to rezone it. We can't go with that today. Like, we can't say we want to go ahead and do MF-4 or whatever.

Mrs. Tromburg: You could, but they would not vote on the MF-12. So, they're not going to vote on your original request and then entertain a downgrade. So, you have to...

Ms. Bordonaro: But we can downgrade right now at this moment.

Mrs. Tromburg: They're being flexible and giving you that potential opportunity.

Ms. Bordonaro: You want to wait? Okay, Ginger.

Ms. Martin: Ginger Martin, 4617 Luvene Avenue. My question is if we... Is MF-4 the lowest, or is that... Can we go higher than MF4, or how do you, I mean, how do you propose that?

Mrs. Tromburg: So, these are all discussions that we should probably have before we get to a public hearing, just to discuss what's going to be the best for you, because each zone has a different density that's set. So, it all depends. So, SF are mainly single-family homes, but it does go low-density to like an MF-2. But these are all discussions that we can like. If you're not ready, you can table yourselves, and then we can speak offline.

Ms. Martin: But it would cost me more money. And I'm trying...

Mrs. Tromburg: If you're tabled, the same project number could be heard next month with no new application and nothing. But you won't get a vote today.

Ms. Martin: Let's do that then.

Mr. Cloud: You want to table?

Ms. Martin: I mean, we're not interested in apartments at all.

Mr. Cloud: Right.

Ms. Martin: Like we said, we're still living there and we want to stay there. Apartments is not in our mind, and I kind of wondered that in the back of my mind when we proposed this but I wasn't sure about the single-family. I also want to have the you know availability of getting it sold for our future. But that was my biggest question at that point.

Mr. Cloud: Yeah. I think my thought is if you could table it tonight, meet with staff, go through the different options to understand the advantages of SF-2, SF-4, MF-4, MF-2, MF-8, and just understand what's the best option, understanding the dynamics around you and what people want and hearing from me and maybe some other Commissioners kind of what we look at when we're looking at rezoning. That way, you have a better, what's your best move forward. I think that'd be the...

Ms. Martin: Because I believe six houses could go in there that or eight, and I'm not understanding. MF-4 is the lowest or the...

Ms. Bordonaro: For multifamily.

Ms. Martin: For multi... not for no SF-4, I mean, is the lowest? or can you do SF-10?

Mrs. Tromburg: No, it depends if we're looking at multifamily or it depends on the structure type. So, it gets into I don't want to lay out all the specifics right here, but Nate, will you go back to that Land Use Plan sheet? So, this one just from the city's perspective of like, when the city looks at it, and we say, based on growth patterns, what we're looking to see in that area. This right here does not reflect current zoning. This reflects what the city would ultimately think would be best for that area.

Ms. Martin: And plus, that has our house on it.

Mrs. Tromburg: Correct. And so, the guidance we gave you was based off this comprehensive plan that we used to guide our decisions through our office. But as the property owner, you can request a different zone, but we're happy to speak with you offline and maybe go into detail about each of these districts and kind of see what...

Ms. Martin: Okay, I understand.

Mrs. Tromburg: Might fit you best.

Ms. Martin: Then we'll table it so I don't have to send out more.

Mr. Cloud: Thank you.

Ms. Martin: Thank you.

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

5 PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



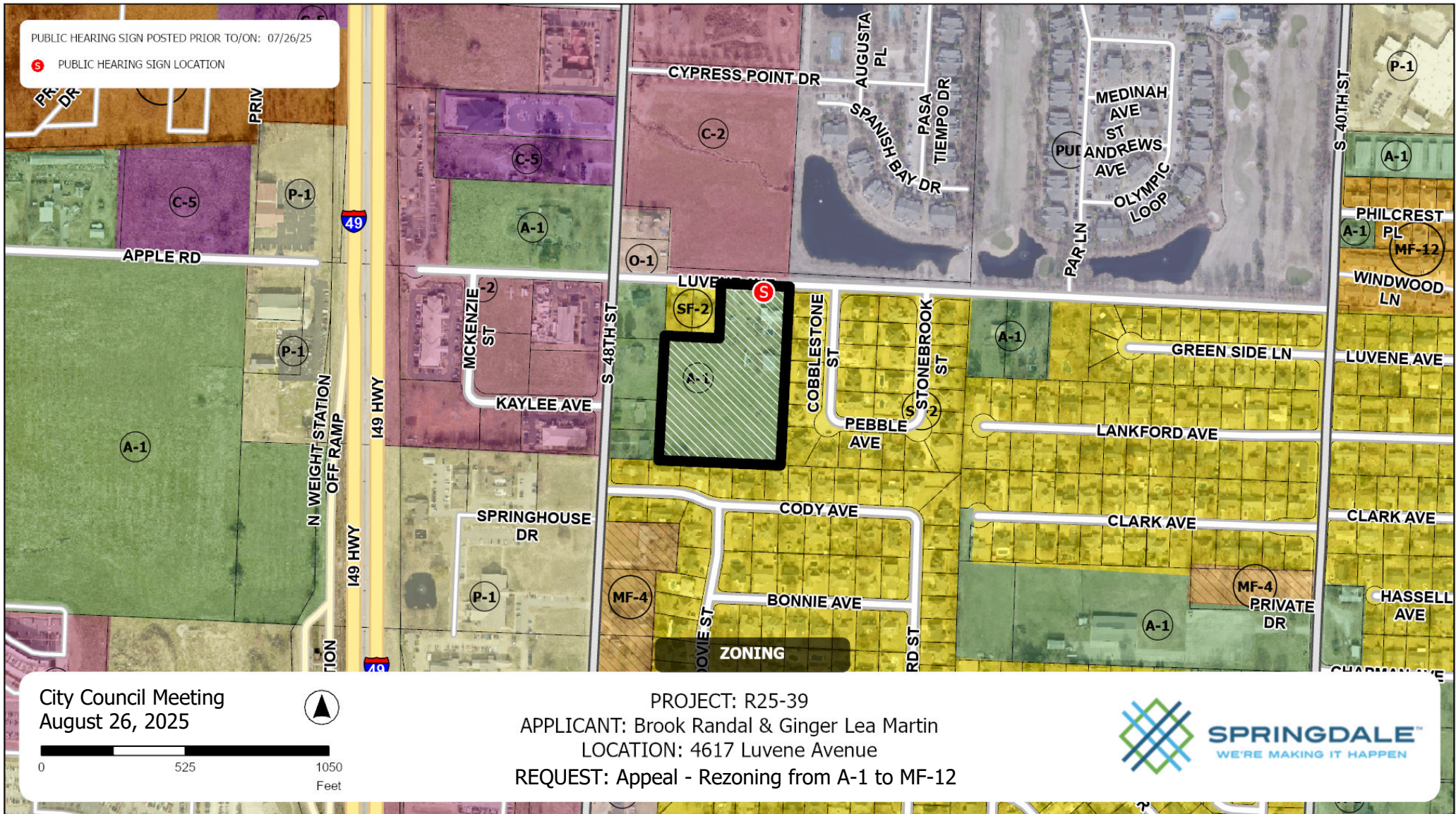
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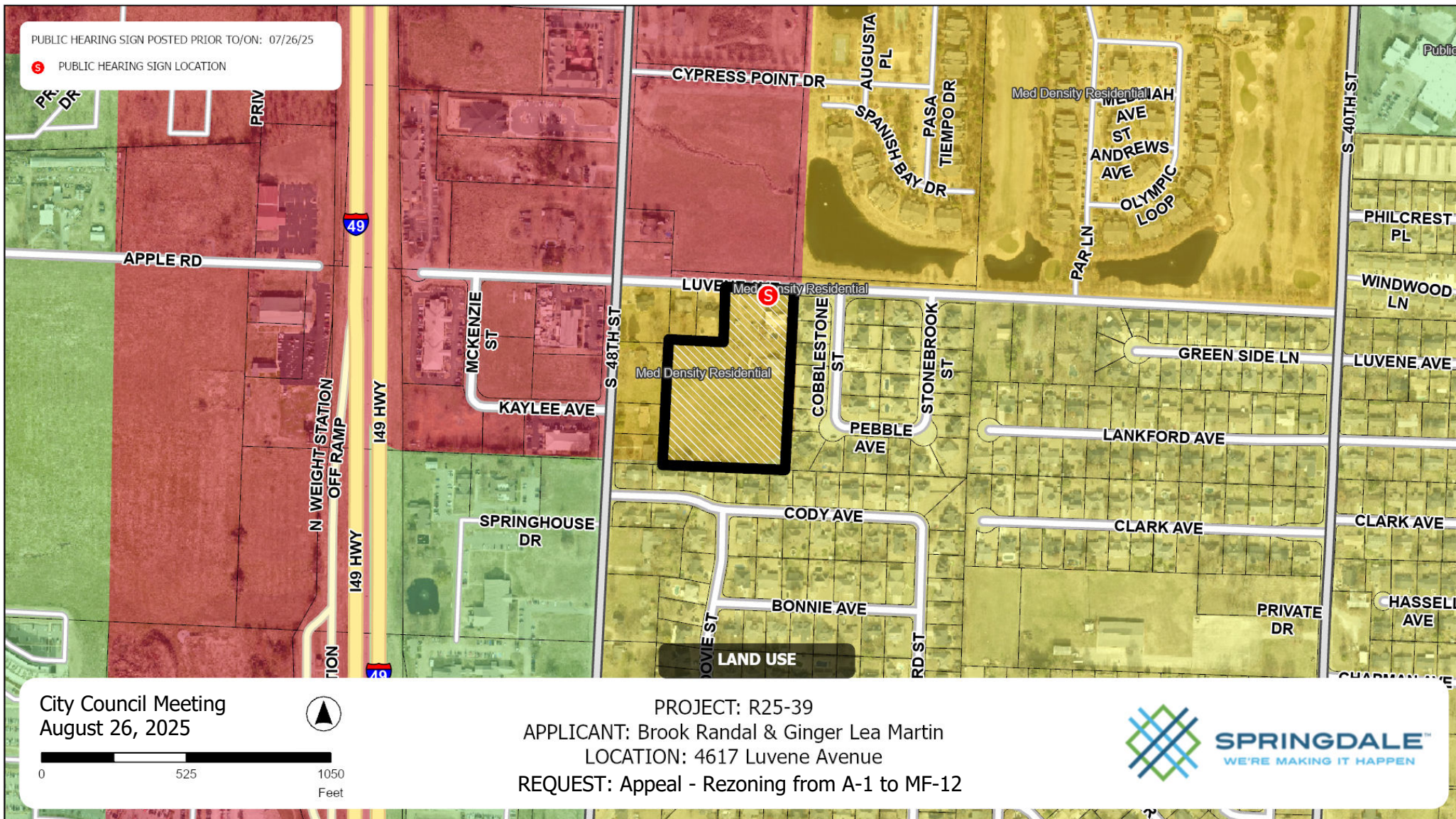
PROJECT: R25-39
APPLICANT: Brook Randal & Ginger Lea Martin
LOCATION: 4617 Luvene Avenue
REQUEST: Appeal - Rezoning from A-1 to MF-12

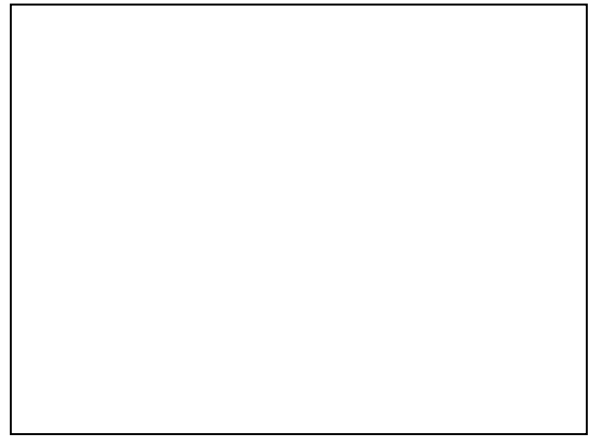


PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION







ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, THE DOWNTOWN DISTRICT FORM-BASED CODE (FB25-07); REVISING SECTION 2.0 THE REGULATING PLAN, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES.

WHEREAS, Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, contains the Downtown District Form-Based Code for the City of Springdale, Arkansas;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to adopt revisions to the Downtown District Form-Based Code (FB25-07) for the City of Springdale, Arkansas to revise Section 2 The Regulating Plan by removing parcels 815-28510-000, 815-28507-000, 815-28506-001, and 815-28505-001 located at South of W. Johnson Avenue, East of Poplar Street, West of Harris Street from Neighborhood Center Type 1 District (NC1) and making said parcels Neighborhood Center Type 2 District (NC2);

WHEREAS, a public hearing was held before the Springdale Planning Commission on July 1, 2025, after notice was given of said hearing as required by law;

WHEREAS, notice of the consideration of this Ordinance was also published pursuant to Ark. Code Ann. § 14-55-207;

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

SECTION 1. There is adopted a revision to the reference a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Springdale, Arkansas, for inspection and view by the public, and being marked and designated as the "Downtown District Form-Based Code", for the City of Springdale, Arkansas said revision to Section 2 The Regulating Plan by removal of parcels 815-28510-000, 815-28507-000, 815-28506-001, and 815-28505-001 located at South of W. Johnson Avenue, East of Poplar Street, West of Harris Street from Neighborhood Center Type 1 District (NC1) and making said parcels Neighborhood Center Type 2 District (NC2);

SECTION 2. All other provisions of Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

SECTION 3. 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.

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 _____, 2025

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

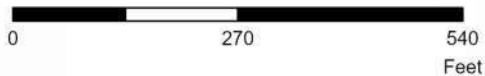
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



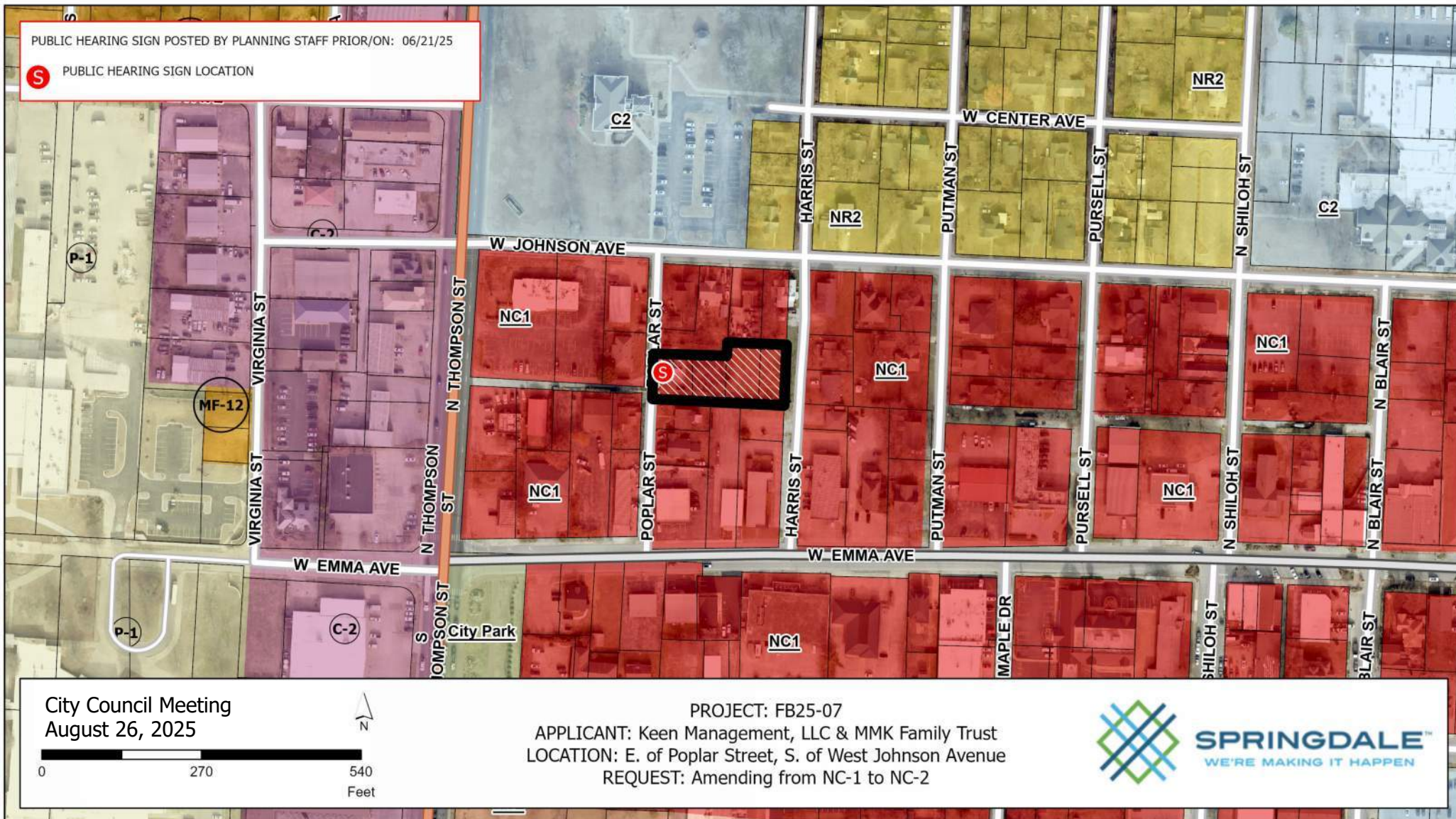
PROJECT: FB25-07
APPLICANT: Keen Management, LLC & MMK Family Trust
LOCATION: E. of Poplar Street, S. of West Johnson Avenue
REQUEST: Amending from NC-1 to NC-2

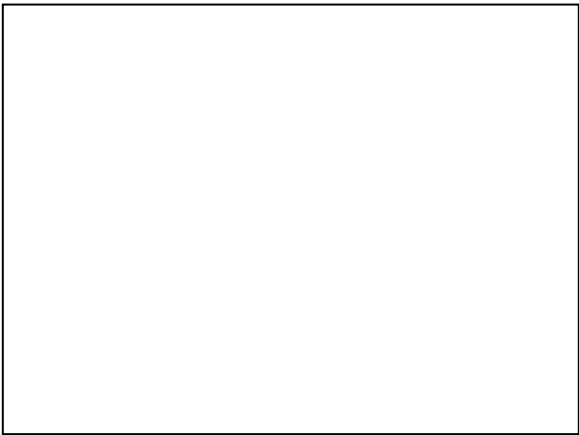


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25



PUBLIC HEARING SIGN LOCATION





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 (R25-40) CERTAIN LANDS LOCATED AT THE SW CORNER OF DON TYSON PARKWAY AND HABBERTON ROAD FROM GENERAL COMMERCIAL DISTRICT (C-2), MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16), AND AGRICULTURAL DISTRICT (A-1) TO PLANNED UNIT DEVELOPMENT (PUD) WITHIN SPRINGDALE, ARKANSAS, 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 August 5, 2025 for hearing the matter of a petition of J&M Capital Ventures, LLC requesting that the following described tract of real estate be rezoned from General Commercial District (C-2), Medium/High Density Multi-Family Residential District (MF-16), and Agricultural District (A-1) to a Planned Unit Development (PUD).

Layman’s Description: SW corner of Don Tyson Parkway and Habberton Road

Legal Description:

**THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING AN ALUMINUM MONUMENT; THENCE ALONG THE EAST LINE OF SAID NE 1/4 OF THE NW 1/4, S02°15'28"W A DISTANCE OF**

1320.83 FEET TO THE SOUTHEAST CORNER OF SAID NE 1/4 OF THE NW 1/4; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE NW 1/4, N86°47'21"W A DISTANCE OF 658.12 FEET TO A 1/2 INCH REBAR WITH CAP "ESI COA 131"; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF A DEED TO THE CITY OF SPRINGDALE, RECORDED AS FILE# 2012-00036869 IN THE WASHINGTON COUNTY RECORDS, N02°20'05"E A DISTANCE OF 1325.28 FEET TO A POINT ON THE NORTH LINE OF SAID NE 1/4 OF THE NW 1/4; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE OF THE NE 1/4 OF THE NW 1/4, S86°23'57"E A DISTANCE OF 656.43 FEET TO THE POINT OF BEGINNING, CONTAINING 19.960 ACRES (869,447 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF DON TYSON PARKWAY ON THE NORTH SIDE THEREOF, HABBERTON ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-40) from General Commercial District (C-2), Medium/High Density Multi-Family Residential District (MF-16), and Agricultural District (A-1) to a Planned Unit Development (PUD) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From General Commercial District (C-2), Medium/High Density Multi-Family Residential District (MF-16), and Agricultural District (A-1) to a Planned Unit Development (PUD) zone.

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**Development Plan for
HABBERTON TRAILS P.U.D.
Planned Unit Development
August 20, 2025**

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 19.96 acres included in the project, all of which are within the municipal limits of Springdale. The Comprehensive Land Use Plan designates this area for Low Density Residential use.
2. Ownership: The property is owned by J & M CAPITAL VENTURES LLC and is the developer.
3. Project size: The net acreage of the subject property is approximately 19.96 acres in size.
4. Staging: The PUD as shown in the submitted preliminary plat represents the entirety of the project. Construction is anticipated to take place in two phases.

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 in the first phase is twelve to eighteen months from City Council PUD approval, with infrastructure in the second phase complete in another twelve to eighteen months following completion of the first phase.

APPLICATION REVIEW PROCEDURES

1. Two Phases: As shown on the preliminary Plat, this development plan has 2 phases with the northern half being the first phase and the southern half being the second phase.
 - a. A preapplication conference with planning and community development staff. – A pre-application conference has been held with the planning department staff, on June 23rd, 2025.
 - b. The 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.

5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, jappel@engineeringservices.com.
6. Size: Development includes 19.96 acres. Legal description of the property is included below:

LEGAL DESCRIPTION OF PLANNED UNIT DEVELOPMENT:

THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING AN ALUMINUM MONUMENT; THENCE ALONG THE EAST LINE OF SAID NE 1/4 OF THE NW 1/4, S02°15'28"W A DISTANCE OF 1320.83 FEET TO THE SOUTHEAST CORNER OF SAID NE 1/4 OF THE NW 1/4; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE NW 1/4, N86°47'21"W A DISTANCE OF 658.12 FEET TO A 1/2 INCH REBAR WITH CAP "ESI COA 131"; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF A DEED TO THE CITY OF SPRINGDALE, RECORDED AS FILE# 2012-00036869 IN THE WASHINGTON COUNTY RECORDS, N02°20'05"E A DISTANCE OF 1325.28 FEET TO A POINT ON THE NORTH LINE OF SAID NE 1/4 OF THE NW 1/4; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE OF THE NE 1/4 OF THE NW 1/4, S86°23'57"E A DISTANCE OF 656.43 FEET TO THE POINT OF BEGINNING, CONTAINING 19.960 ACRES (869,447 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF DON TYSON PARKWAY ON THE NORTH SIDE THEREOF, HABBERTON ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

7. Project Name: Habberton Trails 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 site as a PUD with 54 single-family residential lots and 26 townhome units in two phases. The entire subdivision will be residential with no commercial uses proposed or allowed. Developer intends to build and then sell or lease homes on all lots. However, developer reserves the right to sell vacant lots as market conditions warrant.

Homes on lots 7-14 will face Don Tyson Parkway, homes on lots 15,16, 31-39 will face Habberton Road, Lots 17-30, 43-54 will face an interior street. These lots will include attached rear load garages (with capacity for at least two cars) with driveway access from the public alley. No direct driveway access to Don Tyson Parkway or Habberton Road will be permitted.

Homes on Lots 1-6 & 40-42 will front load a proposed public street with front facing garages

(with capacity for at least two cars).

Typical lot sizes are 40' wide by 100-120 feet long for the alley loaded lots and 50' wide by 100-120 feet long for the front-loaded lots. The attached townhomes will be set up on individual zero lot-line lots for sale or rent and the typical size of these lots will be 20' wide by 90-120 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 Habberton PUD are:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
(Restricted to Recreational Uses Only-Cultural & Health Facilities are Prohibited)
Use Unit 8 – Single Family Dwellings
Use Unit 9 – Zero Lot Line
Use Unit 10 - Townhouse
Use Unit 34 – Model Home/Temporary Marketing Office

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

Density – $(54 \text{ Single Family Lots} + 26 \text{ Townhome Units}) / 19.96 \text{ Acres} = 4.0 \text{ Units / Acre}$

Common/Open Space (15% Minimum by City Code)

$6.45 \text{ Acres Common/Open Space Provided} / 19.96 \text{ Acres} = 32.3\%$

Common/Open Space

(2.54 Acres of Common/Open Space is in Floodway)

$3.91 \text{ Acres Common/Open Space w/o Floodway included} / 19.96 \text{ Acres} = 19.6\%$

Lot size - Single Family Residential: 40' Wide x 100'-120' Deep Typical (Alley Loaded)
Single Family Residential: 50' Wide x 100'-120' Deep Typical (Front Loaded)
Townhome: 20' Wide x 90-120' Deep typical

B) Building Setbacks

Lots 7-14:

North Setback: Build-to Line 20' from Don Tyson Parkway ROW
Side Setback: 5' on West Side, 5' on East Side
South Setback: 20' Building Setback from Proposed Public Alley

Lots 15, 16, 31-39:

East Setback: Build-to Line 20' from Habberton Road ROW
Side Setback: 5' on North Side, 5' on South Side
West Setback: 20' Building Setback from Proposed Public Alley

Lots 1-6, 40-42:

Front Setback: 20' Building Set Back Line from Public Street
Side Setback: 5' Building Set Back Line
Rear Setback: 20' Building Setback Line

Lots 17-30, 43-54:

Front Setback (Public Street side): Build-to Line 15' from Public Street
Side Setback: 5' Building Set Back Line
Rear Setback (Public Alley Side): 20' Building Setback Line from Alley

Lots 55-80 (Townhomes):

Front Setback: 20' Building Set Back Line from Public Street
Side Setback: Zero Lot Line
Rear Setback: 20' Building Setback Line

HABBERTON PUD CONCEPT AND NARRATIVE

Applicant proposes a Planned Unit Development (PUD) with 54 single family residential lots and 26 Townhome Units on 19.96 acres in southeast Springdale. The subject property is located at the southwest corner of the intersection of Don Tyson Parkway and Habberton Road and includes Washington County Parcels 815-36189-100, 815-36188-700 and 001-15077-000. Parcel 001-15077-000 has recently been annexed into the city limits of Springdale.

This property is designated for Low Density Residential use on the City's Comprehensive Land Use Plan and is currently in three different zoning districts: C-2 commercial, MF-16 Multi-Family Residential and A-1 agricultural zoning districts.

The intent of the development is to provide 45 rear alley loaded, single family homes which have vehicle access to a proposed public alley to be built with the development, 9 front-loaded single-family homes facing a public street, and 26 Townhome Units on individual lots with garages and 18 ft wide driveways for 2 parking spaces in front of each unit. The development includes a large common/open space area within the central portion of the property, with a pickle ball court, play structure, and picnic benches, which will be installed in the Phase as shown on the preliminary plat. More than 30% of development is reserved as common/open space.

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 will be similar in style to the provided architectural samples within this development plan. These houses feature attractive streetscape due to the reduced front building setback and absence of front load garages along the main exterior City Streets, with trash collection and driveways out of sight behind the homes. The proposed PUD will include different housing options with some having attached rear load garages accessing a proposed alley, typical street forward facing house style and a townhome unit with garage. The spacing of houses, variety of housing options, and absence of driveways along Don Tyson Parkway and Habberton Road 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 (Turnbow Elementary, Lakeside Junior High, and Don Tyson School of Innovation) along with CL Wille George Park adjacent to this project. Don Tyson Parkway has been improved with City Bond funds in recent years and provides access to main arteries of the City. An existing 18" gravity sewer main is located thru the heart of this property along Clear Creek. An existing 12" water main runs along the south side of Don Tyson Parkway. 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. The proposed setbacks for the lots vary slightly throughout the development. The Proposed setbacks are shown in Section 3(B) above. All buildable lots have a 20' building setback from the public alley or street. This ensures each home will have a driveway measuring at least 20 feet long to the required garage.

Each single-family home is required to have an attached 2-car garage, and each townhome unit is required to have an attached 1-car garage. Direct driveway access to Don Tyson Parkway and Habberton Road is prohibited. No detached garages or accessory structures are allowed.

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
(Restricted to Recreational Uses Only-Cultural & Health Facilities are Prohibited)
- Use Unit 8 – Single Family Dwellings
- Use Unit 9 – Zero Lot Line
- Use Unit 10 - Townhouse
- Use Unit 34 – Model Home/Temporary Marketing Office

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, 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.

All houses shall have a minimum of five hundred (500) square feet of heated area on the first floor, and eighteen hundred (1,800) square feet overall, for all floors. All Dwellings shall have a maximum square footage of 2,000 square feet overall.

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 two model homes at a time in the development. Hours of operation for model home is restricted to 8:00 a.m. through 7:00 p.m.

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. Fences shall not exceed 6 feet in height, shall not protrude past the rear of houses rear yard, and shall be constructed of wood or wrought iron.

The residents of the PUD will have access to several amenities. The development will have sidewalks along Don Tyson Parkway and Habberton Road, as well as a sidewalk throughout the subdivision with connections to the POA common/open area and a connection to CL Willie George Park. 6.45 acres (32.3%) of the development property is reserved as common/open space, including a POA park area (lot 81) with a play structure, pickleball/basketball, gazebo, and picnic benches. The amenities will be installed with each phase as shown on the Preliminary Plat.

Developer will install trees and landscaping in public street right-of-way and common areas as shown on landscape plans. Builder and developer shall provide a standard two year warranty for each tree they install. All trees installed by developer shall be one of the following species:

- Alle Elm (*Ulmus americana*)
- Northern Red Oak (*Quercus rubra*)
- Shumard Oak (*Quercus shumardii*)
- Trident Maple (*Acer Buergerianum*)
- Chinese Pistache (*Pistachia chinensis*)
- Black Gum (*Nyssa Sylvatica*)
- Bald Cypress (*Taxodium Distichum*)

POA shall be responsible for maintenance of all common areas, amenity areas, and detention ponds

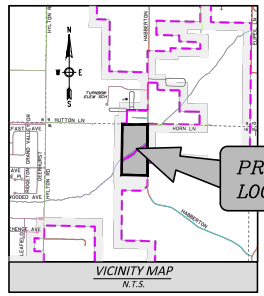
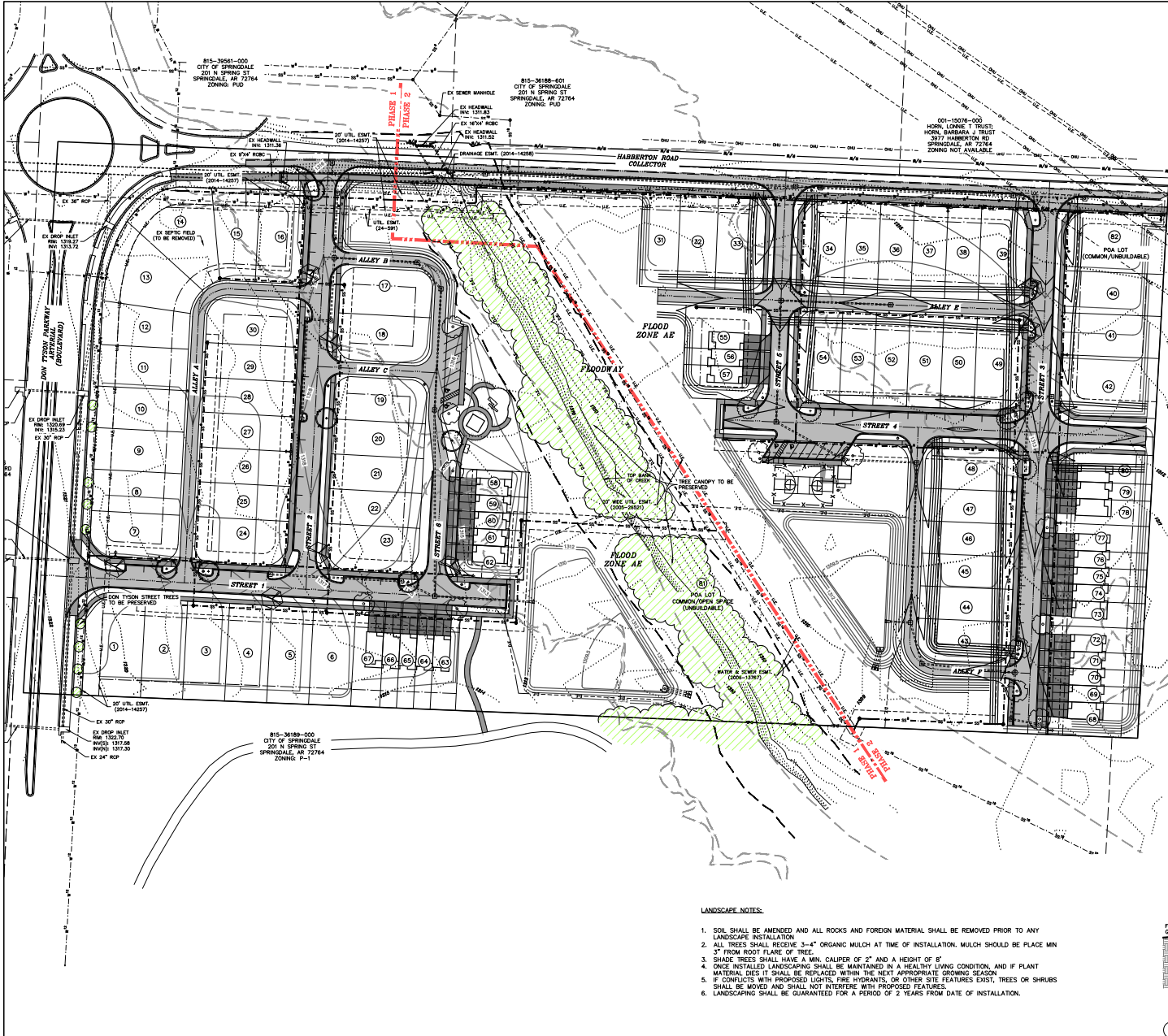
Typical street and alley sections are provided on the Preliminary Plat. Streetlights will be provided along the public streets. The project includes one street connection to Don Tyson Parkway and three to Habberton Road.

Signage for the subdivision will consist of 2 primary entry/signage areas and 2 secondary entry/signage areas. A sign easement will be provided for each sign on the final plat. The exterior of the signs will be constructed with primarily stone, brick, and/or metal. The developer will install landscaping around the sign in accordance with the landscape plan.

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 in the first phase will be complete within twelve to eighteen months of City Council approval of the PUD, with the second phase complete in an additional twelve to eighteen months.

The adjacent properties to the North are in the A-1 zoning district. The adjacent property to the west is P-1 (CL Willie George Park). The adjacent property to the east is a PUD, and the adjacent property to the south is SF-2.

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 or PUD districts.



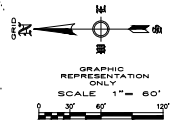
PROJECT LOCATION

OWNER/DEVELOPER: JIM CAPITAL VENTURES, L.L.C.
4034 N. OLD HWY RD
FAVETTEVILLE, AR 72703

SURVEYOR: ENGINEERING SERVICES, INC.
1001 S. OLD MISSOURI ROAD
P.O. BOX 200
SPRINGDALE, AR 72702
25910

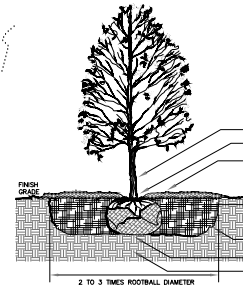
WORK ORDER #

TOTAL ACREAGE: 19.96 ACRES
GREENSPACE ACREAGE: 4.25 ACRES
RESIDENTIAL LOTS: 87 - BUILDABLE LOTS
2 - UNBUILDABLE LOTS
DENSITY: 4.8 UNITS/ACRE
ZONING: PUD



INDEX OF TREES				
TREE SYMBOL	COMMON NAME	BOTANICAL NAME	TOTAL TREES	SIZE
	NORTHERN RED OAK	Quercus rubra	8	2" Cal B & B
	SHUMARD OAK	Quercus shumardi	6	2" Cal B & B
	FRONTIER ELM	Ulmus 'Frontier'	12	2" Cal B & B
	AMERICAN ELM Valley Forge or Princeton	Ulmus americana	6	2" Cal B & B

- NOTES:**
1. TREES SHALL BE 2" CALIPER MINIMUM.
 2. THE HOLE FOR THE TREE SHALL BE EXCAVATED 2-3 TIMES THE SIZE OF THE ROOT BALL.
 3. STAKE ONLY IF NECESSARY AND AS DIRECTED BY THE PROJECT MANAGER.
 4. REMOVE ANY TRUNK, ROPE, FLAGGING, WRAPPING, OR GUARDS FROM TREE.
 5. PRUNE ONLY DEAD OR BROKEN BRANCHES OR DOUBLE LEADERS AT TIME OF PLANTING.
 6. ROOTBALL - ROOT COLLAR SHALL BE VISIBLE. REMOVE EXCESS SOIL FROM TOP OF BALL. NEEDED: SET TOP OF BALL 1" TO 2" ABOVE FINISHED GRADE TO ALLOW FOR SETTLING AFTER SETTING BALL IN PLANTING HOLE. CUT AWAY OR REMOVE THE EXTERIOR WIRE BASKET, CUT OR REMOVE ALL ROOTS OR TRUNK FROM BALL. CUT AWAY OR REMOVE BASKET IF ROOTBALL BEGINS FADING APART DURING INSTALLATION OR WHILE REMOVING THE WIRE BASKET. FEEL THE WIRE AND/OR BASKET BACK TO THE BOTTOM OF THE PLANTING HOLE AND REMOVE ANY FIELDED BACK MATERIAL.
 7. SET TREE PLUMB SO THE MAIN LEADER IS STRAIGHT.
 8. BEGIN MULCH 3" TO 4" AWAY FROM TRUNK.
 9. 2" TO 3" OF ORGANIC MULCH. NO CYPRESS MULCH SHALL BE USED.
 10. EXCAVATE AND REPLACE EXISTING SOIL. ADD SOIL AMENDMENTS IF NECESSARY AS DIRECTED BY PROJECT MANAGER. WATER THOROUGHLY TO ELIMINATE AIR POCKETS. DO NOT TAMPA.
 11. WIDE SHALLOW HOLES WITH TAPERED SIDES. BREAK DOWN OR ROUGHEN SIDES OF THE HOLE.
 12. SET BALL ON FIRM SOIL.
 13. UNDISTURBED SUBGRADE.



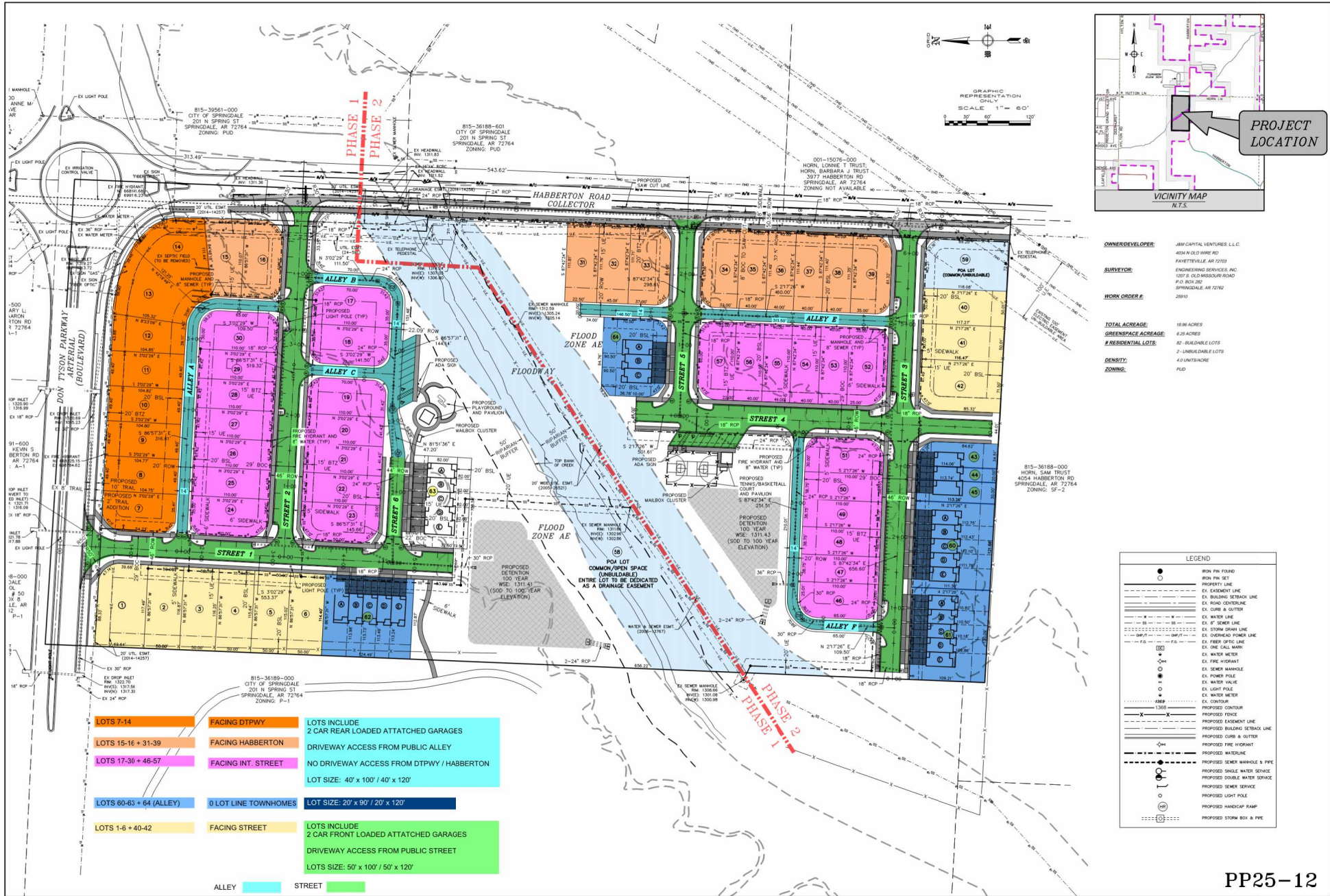


PRELIMINARY PLAT
HABBERTON TRAILS
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

SCALE: 1"=60'
DATE: JUL 17, 2025
DRAWN BY: [signature]
W.O. # 25910

PP25-12



**DECLARATION OF COVENANTS OF ASSURANCE
AND RESTRICTIONS OF THE HABBERTON
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 Habberton Subdivision to the City of Springdale and is reflected upon a plat of said subdivision which plat, on _____, 2025 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 Habberton 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 Habberton Subdivision to the City of Springdale, Arkansas.
- b. "Property" means the Habberton Subdivision to the City of Springdale, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Washington County, Arkansas.
- 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 Habberton 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 J & M Capital Ventures, LLC.
- g. "Subdivision" shall mean Habberton 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 Habberton Homeowners Association, Inc., a non-profit organization organized or to be organized 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 ponds, amenity areas, and Subdivision parks, 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. The Association shall also maintain the improved private street and private streetlights.
- 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 J & M Capital Ventures, LLC, who shall serve until their resignation. Should anyone from J & M Capital Ventures, 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 shall be constructed so that the framing shall be toward the inside of the Owner's Lot and shall be constructed at a maximum 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. No fences shall protrude past the front of a home into the front yard or past the rear of a home into the rear yard.

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 improved private street at the rear of the lots.

3.6. Limited Access: There shall be no vehicle 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, 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 (rear roof being the roof toward the improved private street) and shall not exceed the height of the lowest roof ridge line of such dwelling.

3.9. Solar Panels: Any solar panels within the Subdivision must be installed only on the roof of a dwelling.

3.10. Charging Stations: Any charging stations for electric vehicles must be located within the garage. No exterior charging stations shall be allowed.

3.11. Parking on the Street: Parking shall be allowed along the improved private street, but overnight parking along the street shall be prohibited. No vehicles may be parked in front, side, or rear 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.

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

3.13. Minimum/Maximum Square Footage: All Dwellings in the Subdivision shall have a minimum of five hundred (500) square feet of heated area on the first floor, and eighteen hundred (1,800) square feet overall, for all floors. All Dwellings shall have a maximum square footage of two thousand (2,000) square feet overall. The minimum and maximum square footage

requirements are exclusive of garages, porches, patios and decks. Irrespective of other provisions regarding amendments of these covenants, the minimum and maximum square footage requirements cannot be amended except with the express approval of the Developer and the City of Springdale.

3.14. 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 or townhome units as set forth on the Plat.

3.15. 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. Developer is exempt from this requirement to obtain written approval from the ARC.

3.16. 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). Vinyl siding shall be allowed only above the first floor and shall not exceed 20% of the building's exterior. 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.

3.17. Lot maintenance: All Lots shall be maintained, mowed and kept free of noxious weeds whether they be improved or unimproved. 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.

3.18. 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.

3.19. 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 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 (10) 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.

3.20. 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: The Association has been or will be formed as a non-profit corporation. 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 (including the detention pond(s), Subdivision park, the private

street, and private streetlights) devoted to this purpose and related to the use and enjoyment of the common properties, insurance thereon, and repair, replacement, and 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 \$300.00. 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 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. Seed Money Provided by Developer: Upon recording of the Final Plat for the Subdivision, Developer shall pay an initial \$2,500 into the account of the Association to cover any expenses incurred prior to establishment/stabilization of the Subdivision.

4.11. 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 become 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.

4.12. 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.

4.13. 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 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.

4.14. 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 Maintenance of Common Properties: The Association shall have the responsibility of maintaining all common properties, including but not limited to:

- A) Mowing and maintaining all common properties,
- B) Maintaining the detention pond(s), and
- C) Maintaining the improved private streets and private streetlights, and
- D) Maintaining monument signs and associated landscaping.

The Association shall use assessments as provided in this Article IV for such purpose.

ARTICLE V

PROPERTY RIGHTS OF THE COMMON PROPERTIES

5.1. 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.

5.2. 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;
- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;
- c. The right of the Association to suspend or permanently cancel the rights of any member and membership in the Association;
- 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;
- 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;
- 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; and
- 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 Amendments: Any changes to these covenants shall require Springdale Planning Commission approval.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this ____ day of _____, 2025.

DEVELOPER:

J & M CAPITAL VENTURES, LLC, an
Arkansas limited liability company

By: _____

Name: _____

Title: _____

)

ACKNOWLEDGMENT

)

EXHIBIT A

Legal Property Description

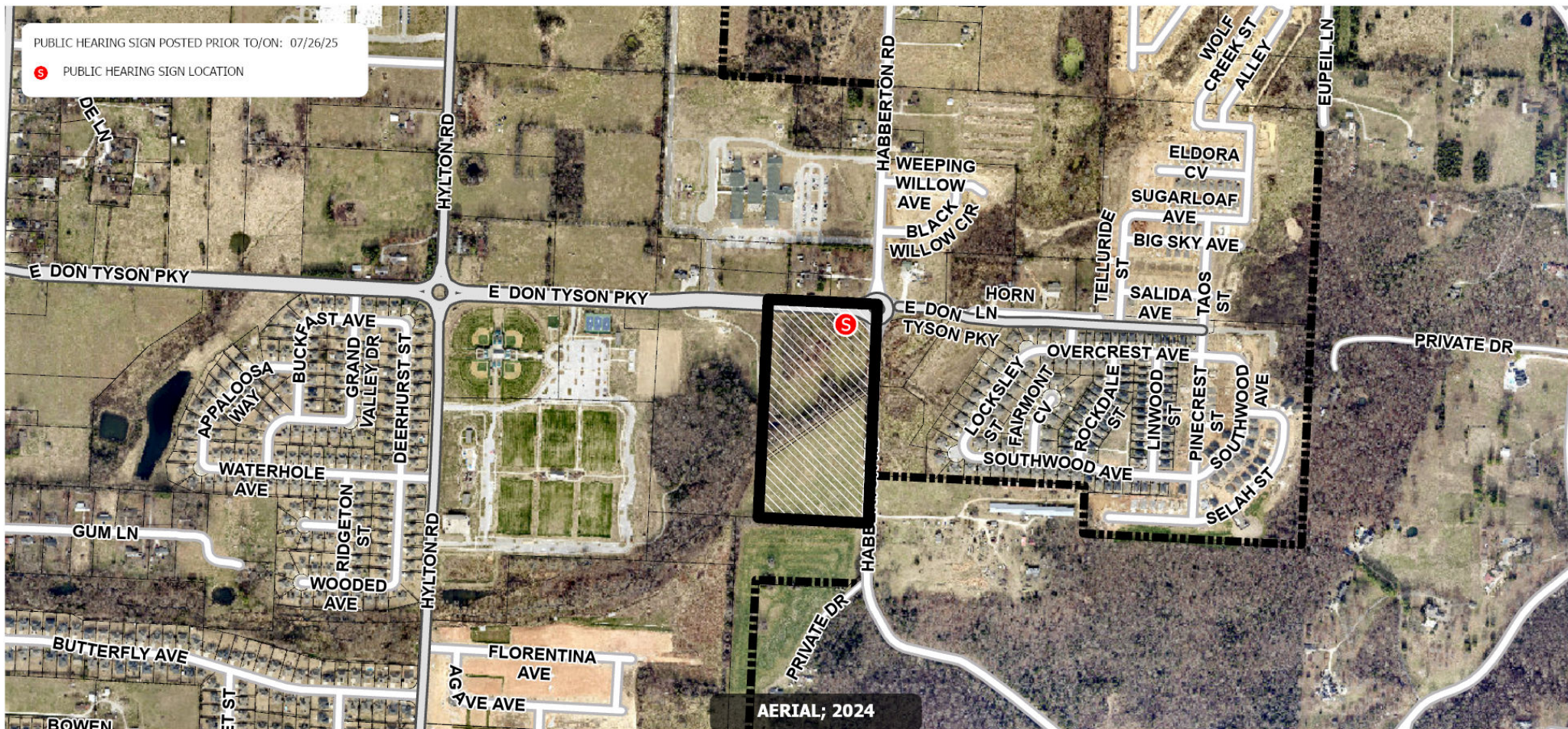
LEGAL DESCRIPTION:

THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING AN ALUMINUM MONUMENT; THENCE ALONG THE EAST LINE OF SAID NE 1/4 OF THE NW 1/4, S02°15'28"W A DISTANCE OF 1320.83 FEET TO THE SOUTHEAST CORNER OF SAID NE 1/4 OF THE NW 1/4; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE NW 1/4, N86°47'21"W A DISTANCE OF 658.12 FEET TO A 1/2 INCH REBAR WITH CAP "ESI COA 131"; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF A DEED TO THE CITY OF SPRINGDALE, RECORDED AS FILE# 2012-00036869 IN THE WASHINGTON COUNTY RECORDS, N02°20'05"E A DISTANCE OF 1325.28 FEET TO A POINT ON THE NORTH LINE OF SAID NE 1/4 OF THE NW 1/4; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE OF THE NE 1/4 OF THE NW 1/4, S86°23'57"E A DISTANCE OF 656.43 FEET TO THE POINT OF BEGINNING, CONTAINING 19.960 ACRES (869,447 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF DON TYSON PARKWAY ON THE NORTH SIDE THEREOF, HABBERTON ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



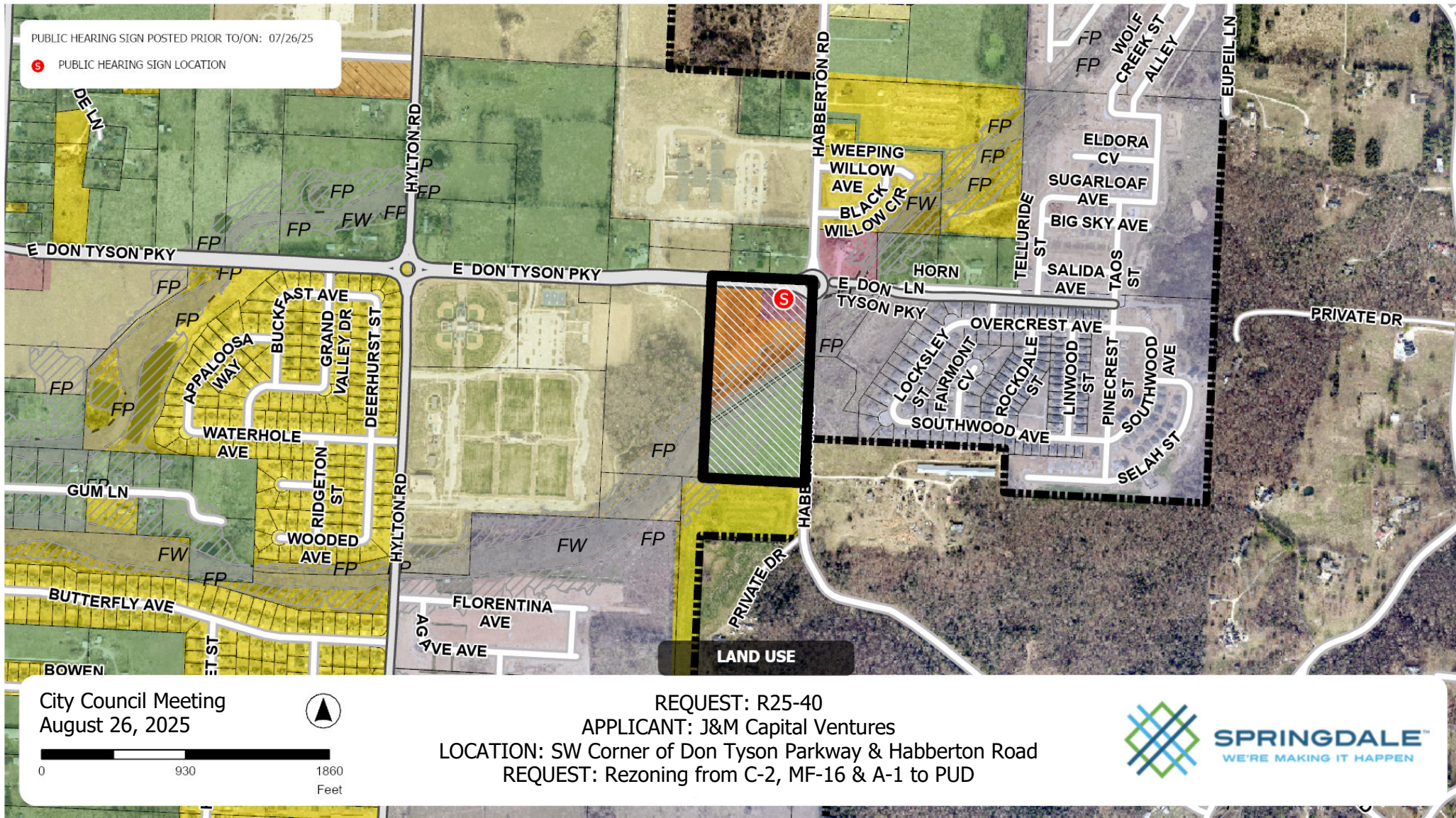
0 930 1860
Feet

REQUEST: R25-40
APPLICANT: J&M Capital Ventures
LOCATION: SW Corner of Don Tyson Parkway & Habberton Road
REQUEST: Rezoning from C-2, MF-16 & A-1 to PUD



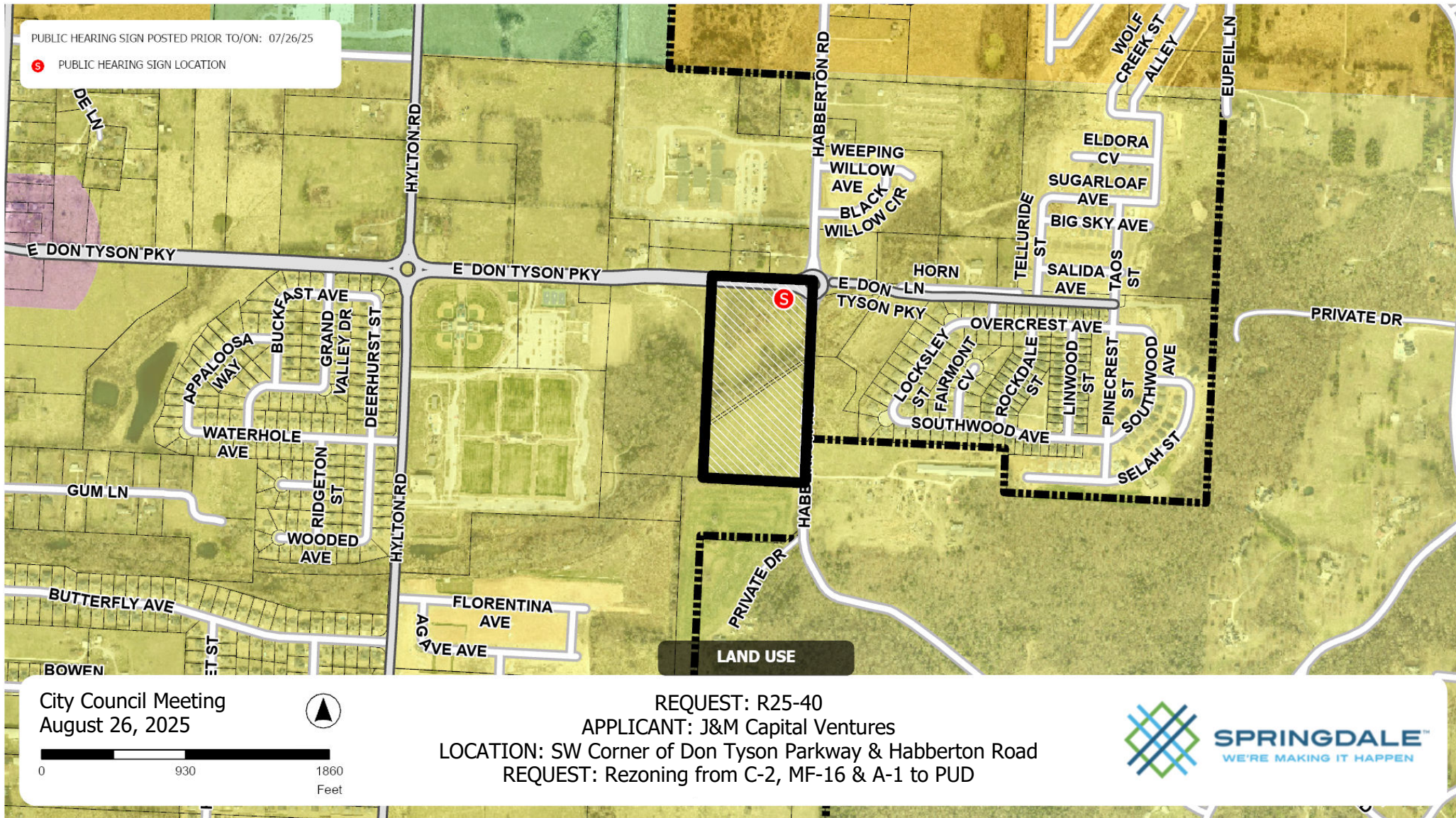
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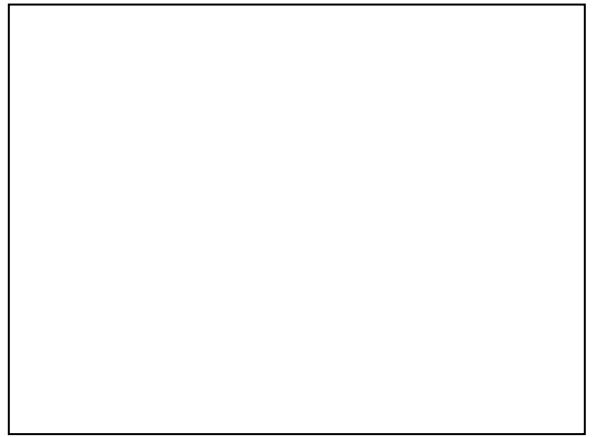
 PUBLIC HEARING SIGN LOCATION



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION





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 (R25-43) CERTAIN LANDS LOCATED AT NORTH OF W. MORRIS AVENUE & EAST OF BRUNSWICK STREET FROM AGRICULTURAL DISTRICT (A-1) TO A PLANNED UNIT DEVELOPMENT (PUD) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of August 5, 2025 for hearing the matter of a petition of OC-Springdale, LLC requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to a Planned Unit Development (PUD).

Layman's Description: North of W. Morris Avenue & East of Brunswick Street.

Legal Description:

PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 23, SAID POINT BEING A FOUND "MAG" NAIL WITH WASHER IN MORRIS AVENUE (50' R/W); THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, NO2 2104"E A DISTANCE OF 335.93 FEET; THENCE LEAVING SAID WEST LINE, S86°22'32"E A DISTANCE OF 785.10 FEET TO A FOUND 5/8 INCH REBAR; THENCE SO3°43'39"W A DISTANCE OF 337.25 FEET TO A POINT IN MORRIS AVENUE; THENCE N86 18 21 WA DISTANCE OF

777.03 FEET TO THE POINT OF BEGINNING, CONTAINING 6.03 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF MORRIS AVENUE ON THE SOUTH SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS, AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-43) from Agricultural District (A-1) to a Planned Unit Development (PUD) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

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

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



ODYSSEY
ENGINEERING

Canopy Cottages PUD Booklet

Developer:

OC-Springdale LLC

Date:

July 16, 2025



479.480.3330



OdysseyNWA.com



124 Grant Place, Suite E, Lowell, AR 72745

A. CURRENT OWNERSHIP OF PROPERTY AND REPRESENTATIVE

The current owner of the property is OC-Springdale, LLC.

The developer of the property is OC-Springdale, LLC

The representative for this project is Odyssey Engineering, Inc.

B. SUMMARY (SCOPE, NATURE, AND INTENT)

The Canopy Cottages Subdivision is being presented as a Master Development Plan PUD. The project is located on Morris Ave, a small 15' wide street that connects Leesburg Ave to Highway 71. Currently the property is a vacant lot. The site is currently an open field with an existing RV park to the east and a subdivision to the west,

The proposed use is for a Missing Middle housing subdivision with approximately 44 lots, each of which is roughly 3,000 sq ft.

The reason for this PUD request is that there does not exist a Springdale zoning that supports modern day workforce housing with properties of this size.

The proposed Canopy Cottages Subdivision represents a forward-thinking, community-centered development aimed at enhancing the City of Springdale's housing landscape by delivering high-quality, thoughtfully designed missing middle housing options. Situated within an established area of Springdale, this small-lot subdivision is designed to respond directly to the growing demand for attainable, efficient, and community-oriented living environments that complement the city's ongoing revitalization and growth initiatives.

Enhancing the Community

Canopy Cottages will introduce a **diverse mix of cottage-style homes** on modestly sized lots, thoughtfully arranged to foster neighborly connections while preserving privacy and green space. The subdivision's design includes pedestrian-friendly streetscapes, shared green spaces, and a cohesive architectural character that respects the existing neighborhood fabric while offering a fresh, modern aesthetic.

This development will help balance the housing supply within Springdale by offering **attainable** homeownership opportunities for young professionals, small families, empty nesters, and essential workers — groups often underserved by traditional single-family subdivisions or larger multi-family developments. By filling this gap, Canopy Cottages strengthens the social and economic diversity of Springdale's neighborhoods.

Providing Missing Middle Housing

One of the pressing challenges facing rapidly growing cities like Springdale is the shortage of **missing middle housing** — modestly sized, well-designed homes that fit seamlessly into existing

residential areas while offering more affordable options than large-lot single-family homes. Canopy Cottages directly addresses this need by providing a housing typology that is:

- **Efficient in land use** while preserving a neighborhood feel
 - **More affordable to build and purchase** than conventional detached homes on large lots
 - Attractive to a wide range of households seeking homeownership within city limits
- By introducing a scaled-down, community-focused development model, Canopy Cottages helps bridge the gap between apartment living and larger suburban homes, offering residents a middle ground that prioritizes **livability, affordability, and quality of life.**

An Attractable Feature for Springdale

The subdivision is envisioned as an asset to the City of Springdale — a development that contributes to the city’s ongoing efforts to provide **diverse, attainable housing options** and strengthen its appeal as a place where people of all ages and incomes can thrive. Canopy Cottages will:

- **Enhance neighborhood character** through thoughtful site planning, landscaping, and architectural consistency
- **Promote community interaction** through shared spaces and pedestrian-friendly design
- **Attract new residents** and retain existing ones by offering homeownership opportunities tailored to modern lifestyles
- Support the city’s comprehensive planning goals by promoting **infill development and smart growth principles**

In doing so, Canopy Cottages not only serves its future residents but also contributes positively to the broader identity and vitality of Springdale as a progressive, inclusive, and connected community.

C. GENERAL PROJECT CONCEPT

1) Street and Lot Layout

The overall property will face south toward Morris Ave. and a new public streets running through the interior of the site. The buildings themselves will face onto new public streets, which are shown on the site plan.

2) Site Plan

Please refer to the attached plans.

3) Screening

We are proposing screening between the adjacent RV Park to the east and the PUD, this will consist of a mix of landscaping and 8’ fencing in accordance with Springdale standards.

4) Storm Water Detention Areas

There will be one wet detention pond associated with the project. All street and drainage design will be in accordance with the City Street Specifications and Drainage Manual. A drainage easement will be provided around the top edge of the detention pond; all finished floor and freeboard requirements will meet the city of Springdale’s drainage criteria manual.

- 5) Undisturbed Natural Areas
We are proposing a total of 15% greenspace to overlap with the detention pond. There will also be one common lot to the north west of the property where a Neighborhood greenspace area will sit.
- 6) Existing and Proposed Utility Connections and Extensions
Existing sewer and water are located along Morris. Water and sewer will be extended through the subdivision to provide public water and sewer along the frontage of each lot.

D. PROPOSED DEVELOPMENT PHASING AND TIMEFRAME

- 1) PUD Zoning & PPL Approval..... August/September 2025

Once the PUD Zoning is approved, Preliminary Plat plans will be submitted for planning review. If the Preliminary Plat is approved by planning commission, a grading permit will be applied for and construction will start shortly after grading permit approval. The entire subdivision and offsite improvements will be built in one phase.

E. PROPOSED PLANNING AREAS

This PUD will be entirely Single Family Dwellings.

F. PROPOSED ZONING AND DEVELOPMENT STANDARDS

Planning Area #1: Single-family Residential

Purpose: The purpose of this Planning Area is to permit and encourage the development of missing middle housing. This density will be 44 units on 6.03 acres, which will have a density of 7.5 units/acre. The density of this proposed PUD will be less dense than MF-4 which is a low/ medium density residential. MF-4 allows 8 units per acre.

Land Use Designation:

1. Permitted Uses

Unit 1	City-wide uses by right
Unit 8	single-family dwellings
Unit 29	home office

2. Conditional Uses

Unit 2	City-wide uses by conditional use permit
Unit 28	home occupation

3. Density

Acreage	6.03 acres
Number of Dwelling Units	44 Units
Density	7.5 units/acre

4. Bulk and Area Regulations

	Single-family Dwellings
Lot width minimum	32'
Lot area minimum	3,000 sf

5. Setback Requirements

Front	Secondary Frontage: LOTS 25, 29, 30, 34, 35, 39, 40, 44	Side	Rear
20'	5'-10' built to zone	5'	10'

6. Building Height Regulations

Building Height Maximum	2 stories; not to exceed 40'
-------------------------	------------------------------

Site Planning**8. Screening and Landscaping**

Screening and Landscaping will be provided in accordance with Chapter 56 of the Springdale Unified Development Code. An 8' opaque fence will be provided to the east to screen from the RV Park adjacent to the site.

9. Parking

Required parking: Two (2) spaces for each dwelling unit outside the primary structure or garage, maximum allowed paved surface area shall not exceed forty percent (40%) of the total area of the front yard

88 parking spaces required

Provided parking:

One space per lot plus 35 spaces on street.

79 parking spaces provided on site.

A variance has been requested to include garage parking in parking count. This would bring the total parking county to 123.

10. Architectural Design Standards

No porches or sheds will be allowed to encroach into the setbacks. Materials for said porches or sheds must match or resemble primary residence façade. Accessory structures allowed so long as there is no encroachment.

6' Privacy fencing will be allowed in side and rear yards, but materials and locations must meet the city of Springdale code specifications.

A variety of homes will be used for each single family lots. The homes will all be front loaded.

11. Signage

Signage will be utilized in accordance with City of Springdale standards. There will be a monument sign located at near the south west corner of the detention pond.

G. MASTER DEVELOPMENT PLAN AS COMPARED TO CURRENT ZONING REQUIREMENTS

Similar Zoning		Proposed Zoning	
SF-3		PUD	
Density			
Units Per Acre	6	Units per acre	7.5
Bulk and Area Regulations			
Lot width Minimum	60	32	
Lot Area Minimum	7000	3000	
Setback Requirements			
Front	30 feet	20 feet /10 BTZ	
Side	8	5	

Rear	20	10
Height Requirements		
Building Height Maximum	2 stories	2 stories

Analysis of the Site Characteristics

No environmentally hazardous, sensitive, or natural resource areas have been found on this site.

H. RECREATION FACILITIES

1. Community Gazebo and Walking Trail

At the heart of the subdivision, a gazebo gathering area will offer a shaded, scenic spot for residents to relax, meet neighbors, or simply enjoy views of the surrounding natural environment. The gazebo will be situated adjacent to a compacted gravel walking trail that loops around a beautifully landscaped wet detention pond, creating a tranquil, walkable greenspace within the community. This amenity will provide a peaceful setting for casual strolls, morning walks, or evening gatherings while integrating responsible stormwater management with usable, aesthetic open space.



Gazebo will be similar in nature and cost to above, but may not be identical.

2. Private Dog Park

Recognizing the needs of pet owners and the growing demand for pet-friendly communities, Canopy Cottages will include a fenced dog park equipped with open turf areas for off-leash play. This amenity offers residents a convenient, secure space for their pets to exercise and socialize while encouraging neighborly interaction among pet owners. The dog park will include shaded seating areas and waste stations to ensure a clean, comfortable environment for all users.



Dog park will include benches for seating, and the fence enclosure will be semi-opaque vinyl wrapped chain link. Dog park will be grassed.

3. Community Garden

To promote sustainable living and neighborhood engagement, the subdivision will feature a shared community garden space. Residents will have the opportunity to plant and maintain individual or shared plots, growing vegetables, herbs, or flowers within a well-organized, mulched garden area. The garden will include raised beds, compost bins, and seating areas, offering a peaceful, productive space that encourages collaboration, learning, and environmental responsibility.



Mulched outdoor workout area will include benches for seating and be similar in nature and cost to the above photo.

I. REASON FOR REZONING REQUEST

The purpose of this request is to permit and encourage the development of workforce and missing middle housing. This density will be 44 units on 6.03 acres, which will have a density of 7.5 units/acre. There are currently no zoning designations within the City of Springdale that allow for a community like this to be developed.

J. RELATIONSHIP TO THE EXISTING AND ADJACENT LAND USES

The property to the north, is zoned SF-2, the south is zoned MF-12, the east is Zoned C-2, and the west is zoned SF-2. This PUD will be a perfect transitory stage between the C-2 and MF-12 to the SF-2.

M. IMPACTS ON CITY SERVICES

There are no significant impacts to city services associated with this project. Water and sewer are existing along Morris Ave. The development will loop the water main through the subdivision and provide city sewer to the frontage of each lot.

N. STATEMENT OF COMMITMENTS

1) Dedication of Public Facilities

All sewer and water main infrastructure that is build will be dedicated to Springdale water utilities after completion of the final plat.

All Roads that will be build in accordance to the Springdale master street plan section for low volume local streets will be dedicated to the City of Springdale, as well as any on street parking facilities.

2) On or Off-Site Improvements

The development of on or off-site infrastructure necessary to serve this project shall be completed along with the construction of this project. We are proposing to widen Morris Ave to the master street plan local street section along the property frontage and off property to the east all the way to Highway 71, and make the drivable road itself a total of 20', better allowing the fire department to have access into the neighborhood to the west, as well as the PUD being proposed.

3) Natural Resources and Environmentally Sensitive Areas

There are no known natural resources or environmentally sensitive areas on this site.

4) Fire Protection

This project will be served by the Springdale Fire Department. The nearest fire station is Fire Station #3 on Glass Drive.

5) Other Commitments Imposed by the City

There are currently no other commitments imposed by the City.

O. DEVELOPMENT STANDARDS, CONDITIONS, AND REVIEW GUIDELINES

1) Screening and Landscaping

The development shall meet the requirements of the Springdale Landscaping code.

2) Traffic and Circulation

All traffic and circulation will comply with the City of Springdale standards for curb cuts, traffic and circulation.

3) Perimeter Treatment

There will be an 8' tall wooden fence to screen the property from the adjacent RV park to the east.

4) Sidewalks

Sidewalks will be designed and constructed along all adjacent public streets and in the interior of the site to promote walkability.

5) Street Lights

Street lights will be added at intersections and at intervals of no more than 300'.

6) Water

Water lines will be designed and constructed in accordance with SWU Water & Sewer Specifications.

7) Sewer

Sewer lines will be designed and constructed in accordance with SWU Water & Sewer Specifications.

8) Streets and Drainage

There will be one wet detention pond associated with the project. All street and drainage design will be in accordance with the City Street Specifications and Drainage Manual. A drainage easement will be provided around the top edge of the detention pond, all finished floor and freeboard requirements will meet the city of Springdale's drainage criteria manual.

9) Construction of Non-Residential Facilities

There are no non-residential facilities associated with this project.

10) Signage

Signage will be utilized in accordance with City of Springdale standards. There will be a monument sign located at near the south west corner of the detention pond.

11) View Protection

We are not anticipating that any improvements to this property will impact views of surrounding properties.

12) Covenants, Trusts and Homeowner Associations

There will be Covenants associated with the subdivision, those will be submitted for review by planning.

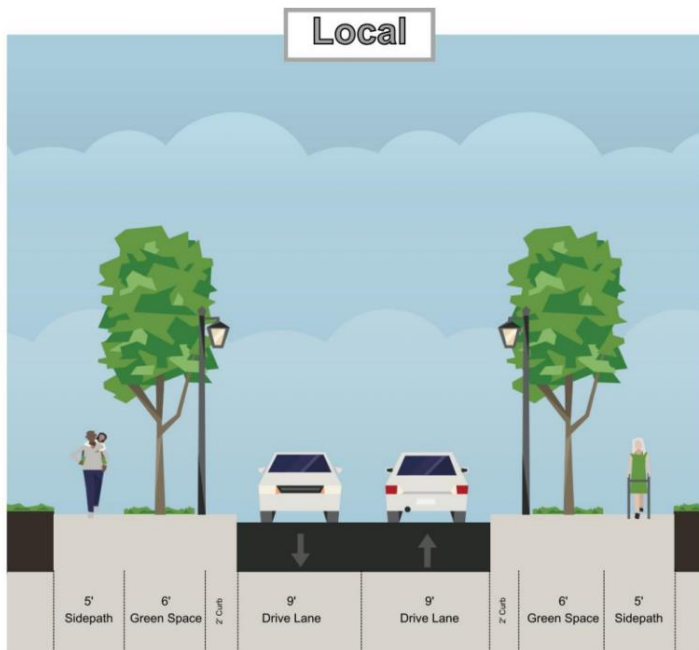
13) Intent/Purpose of PUD ordinance:

The PUD Ordinance provides this project with the ability to create a planned development. Utilizing PUD's allows for slight modifications to traditional setbacks, lot widths, and lot area minimums. The PUD Ordinance is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PUD application than a general residential zone. This development creates missing middle and workforce housing in a time where interest rates are high, land costs are high and

housing availability is low. This PUD will provide a framework for an effective relationship between different land uses and activities.

P.) Offsite Improvements:

We are proposing to widen Morris Ave to the master street plan local street section along the property frontage and off property to the east all the way to Highway 71, and make the drivable road itself a total of 20', better allowing the fire department to have access into the neighborhood to the west, as well as the PUD being proposed.



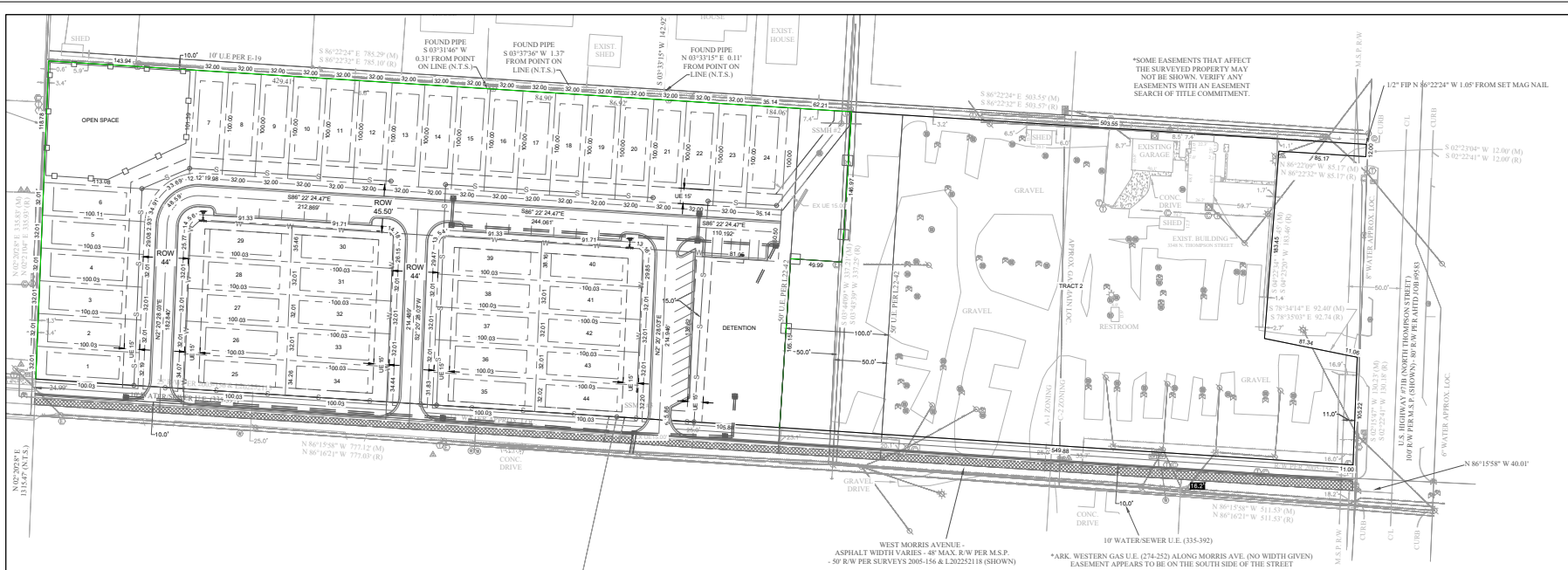
The existing street will be widened roughly 5-6' across the entire frontage of the property and extending to Highway 71. The improvements will consist of a 5' sidewalk, curb/ gutter, and street trees extending from Highway 71, to where the road widens out on the existing subdivision.











PROFESSIONAL SEAL:
NOT FOR CONSTRUCTION

REVISIONS	
NO.	REVISION

ODYSSEY ENGINEERING
124 GRANT PLACE, SUITE E
LOWELL, AR 72745
(479) 460-3350
AR COR # 4186

Parcel Area Table			Parcel Area Table			Parcel Area Table			Parcel Area Table			Parcel Area Table		
Parcel #	Area	Segment Bearings	Parcel #	Area	Segment Bearings	Parcel #	Area	Segment Bearings	Parcel #	Area	Segment Bearings	Parcel #	Area	Segment Bearings
1 Property: 1	3210.07 SF 0.07 Ac	S2° 20' 28.03"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E	12 Property: 12	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 15' 58.15"W S86° 22' 24.47"E S3° 37' 35.53"W	23 Property: 23	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 15' 58.15"W S86° 22' 24.47"E S3° 37' 35.53"W	34 Property: 34	3435.17 SF 0.08 Ac	N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W	45 OPEN SPACE	16630.98 SF 0.38 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W
2 Property: 2	3200.81 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	13 Property: 13	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	24 Property: 24	3513.87 SF 0.08 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	35 Property: 35	3192.57 SF 0.07 Ac	N86° 15' 58.15"W N86° 22' 24.47"E S86° 22' 24.47"E S2° 20' 28.03"E	46 DETENTION	24111.11 SF 0.55 Ac	N3° 37' 35.53"E N3° 37' 35.53"E S86° 22' 24.47"E S3° 37' 35.53"E N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W
3 Property: 3	3200.81 SF 0.07 Ac	S2° 20' 28.03"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	14 Property: 14	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	25 Property: 25	3416.65 SF 0.08 Ac	N2° 20' 28.03"E S86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	36 Property: 36	3200.81 SF 0.07 Ac	N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W	47 TRACT 2	150062.73 SF 3.44 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W
4 Property: 4	3200.81 SF 0.07 Ac	S2° 20' 28.03"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	15 Property: 15	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	26 Property: 26	3200.81 SF 0.07 Ac	N2° 20' 28.03"E S86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	37 Property: 37	3200.81 SF 0.07 Ac	N86° 22' 24.47"E N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	48 TRACT 2	150062.73 SF 3.44 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W
5 Property: 5	3200.89 SF 0.07 Ac	S3° 56' 19.20"W S2° 20' 28.03"E N2° 20' 28.03"E S86° 22' 24.47"E	16 Property: 16	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	27 Property: 27	3200.81 SF 0.07 Ac	N2° 20' 28.03"E S86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	38 Property: 38	3200.81 SF 0.07 Ac	N86° 22' 24.47"E N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	49 TRACT 2	150062.73 SF 3.44 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W
6 Property: 6	3344.97 SF 0.08 Ac	S24° 39' 00.38"W N86° 22' 24.47"E N86° 22' 24.47"E S86° 22' 24.47"E	17 Property: 17	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	28 Property: 28	3200.81 SF 0.07 Ac	N2° 20' 28.03"E S86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	39 Property: 39	3799.76 SF 0.09 Ac	S86° 22' 24.47"E S2° 20' 28.03"E N86° 22' 24.47"E N86° 22' 24.47"E	50 TRACT 2	150062.73 SF 3.44 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W
7 Property: 7	3205.55 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	18 Property: 18	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	29 Property: 29	3530.08 SF 0.08 Ac	S2° 20' 28.03"E N86° 22' 24.47"E N44° 47' 57.57"E S86° 22' 24.47"E	40 Property: 40	3801.59 SF 0.09 Ac	S2° 20' 28.03"E N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	51 TRACT 2	150062.73 SF 3.44 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W
8 Property: 8	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	19 Property: 19	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	30 Property: 30	3531.93 SF 0.08 Ac	N2° 20' 28.03"E S86° 22' 24.47"E S38° 50' 22.90"E S2° 20' 28.03"E N86° 22' 24.47"E	41 Property: 41	3200.81 SF 0.07 Ac	S2° 20' 28.03"E N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	52 TRACT 2	150062.73 SF 3.44 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W
9 Property: 9	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	20 Property: 20	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	31 Property: 31	3200.81 SF 0.07 Ac	N2° 20' 28.03"E S86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	42 Property: 42	3200.81 SF 0.07 Ac	S2° 20' 28.03"E N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	53 TRACT 2	150062.73 SF 3.44 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W
10 Property: 10	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	21 Property: 21	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	32 Property: 32	3200.81 SF 0.07 Ac	N2° 20' 28.03"E S86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	43 Property: 43	3200.81 SF 0.07 Ac	S2° 20' 28.03"E N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	54 TRACT 2	150062.73 SF 3.44 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W
11 Property: 11	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	22 Property: 22	3200.00 SF 0.07 Ac	N86° 22' 24.47"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	33 Property: 33	3200.81 SF 0.07 Ac	N2° 20' 28.03"E S86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E	44 Property: 44	3211.09 SF 0.07 Ac	N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E	55 TRACT 2	150062.73 SF 3.44 Ac	S62° 00' 47.65"W N86° 22' 24.47"E N2° 20' 28.03"E S86° 22' 24.47"E S3° 37' 35.53"W N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W N86° 22' 24.47"E N86° 15' 58.15"W N2° 20' 28.03"E S86° 22' 24.47"E S2° 20' 28.03"E S3° 37' 35.53"W

Parcel # 21-00213-000
LOT LINE ADJUSTMENT BETWEEN TRACT 1 & 2
LOT LINE ADJUSTMENT BETWEEN TRACT 1 & 2. FROM NORTH
PROPERTY LINE ALONG BEARING S86°22'32"E FOLLOW EXISTING
TRACT SPLIT LINE SOUTH 146.97', THEN WEST 49.99', THEN SOUTH
165.15' TO SOUTH PROPERTY LINE ALONG BEARING N86°16'21"W.

LEGEND (EXISTING)		LEGEND (PROPOSED)	
---	PROPERTY LINE	---	RIGHT-OF-WAY
---	RIGHT-OF-WAY	---	CURB & GUTTER
---	LOT LINE	---	SIDEWALK
---	EASEMENT	---	LOT LINE
---	ROAD CENTERLINE	---	EASEMENT
---	ASPHALT	---	ROAD CENTERLINE
=====	CURB & GUTTER	---	WOODEN FENCE
-----	SIDEWALK	---	
x	BARBED WIRE FENCE	---	
o	WOODEN FENCE	---	
o	CHAIN LINK FENCE	---	

PRELIMINARY PLAT FOR INSPECTION PURPOSES ONLY.
NOT APPROVED FOR RECORD PURPOSES.



PROJECT NO.	DESIGNED BY	REVIEWED BY
ODY0029	KS	MR
PLAN DATE:	07.16.2025	
SHEET NAME:		
PRELIMINARY PLAT		

SHEET NO.:
PP1

AFTER RECORDING RETURN TO:
ROBERT D. BURTON
WINSTEAD PC
600 W. 5TH STREET, SUITE 900
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

CANOPY COTTAGES

[BENTON COUNTY, ARKANSAS]

Declarant: D.R. HORTON - NW ARKANSAS, LLC, an Arkansas limited liability company

This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as Canopy Cottages in Benton County, Arkansas and the operation of Canopy Cottages Homeowners Association, Inc.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CANOPY COTTAGES

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CANOPY COTTAGES

This Declaration of Covenants, Conditions and Restrictions for Canopy Cottages (the “**Declaration**”) is made by **D.R. HORTON - NW ARKANSAS, LLC**, an Arkansas limited liability company (the “**Declarant**”), and is as follows:

R E C I T A L S:

A. This Declaration is filed with respect to that certain real property in Benton County, Arkansas, as more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes (the “**Property**”). The Declarant is the owner of the Property.

B. Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

C. By the Recording of this Declaration, Declarant serves notice that the Property is subject to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Declaration uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of this Declaration, the text will control.

ARTICLE 1 DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

“**Applicable Law**” means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Property in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision, and all

other ordinances and any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes, ordinances and regulations specifically referenced in the Restrictions are “Applicable Law” on the date of the Restrictions, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

“Architectural Control Committee” or **“ACC”** means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot. As provided in *Article 7* below, the Declarant acts as the ACC and the ACC is not a committee of the Association until the Declarant has assigned its right to appoint and remove all ACC members to the Association in a Recorded written instrument.

“Articles” means the Articles of Incorporation of the Association, filed in the Office of the Secretary of State of Arkansas, as the same may be amended from time to time.

“Assessment” or **“Assessments”** means assessments imposed by the Association under this Declaration.

“Assessment Unit” has the meaning set forth in *Section 6.07(b)*.

“Association” means CANOPY COTTAGES HOMEOWNERS ASSOCIATION, INC., an Arkansas nonprofit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 4* and elsewhere in this Declaration. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Articles, the Bylaws, and Applicable Law.

“Board” means the Board of Directors of the Association.

“Bulk Rate Contract” or **“Bulk Rate Contracts”** means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, “broadband” services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Property. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

“Bylaws” means the Bylaws of the Association.

“City” means the City of Springdale, Arkansas.

"Common Area" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

"Community Manual" means the community manual, which may be initially adopted and recorded by the Declarant as part of the initial project documentation for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by the Declarant during the Development Period. Any amendment to the Bylaws, Rules and Regulations and other policies governing the Association prosecuted by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

"Community Systems" means any and all cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennas, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by Declarant pursuant to any grant of easement or authority by Declarant within the Property.

"Declarant" means **D.R. HORTON - NW ARKANSAS, LLC**, an Arkansas limited liability company, its successors or assigns; provided that any assignment(s) of the rights of **D.R. HORTON - NW ARKANSAS, LLC**, an Arkansas limited liability company, as Declarant, must be expressly set forth in writing and Recorded.

Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has conveyed all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.
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"Design Guidelines" means the standards for design, construction, landscaping, and exterior items proposed to be placed on any Lot adopted pursuant to *Section 7.02(c)*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. At Declarant's option, Declarant may adopt or amend from time to time the Design Guidelines for the Property or any portion thereof. Notwithstanding anything in this Declaration to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property or any portion thereof.

“Development Period” means the period of time beginning on the date when this Declaration has been Recorded, and ending eighteen (18) months after Declarant or any Homebuilder no longer owns any Lot or portion of the Property, unless earlier terminated by a Recorded written instrument executed by the Declarant. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property.

“Homebuilder” means an Owner (other than the Declarant) who owns or acquires a Lot for the construction of a single family residence for resale to a third party.

“Improvement” means all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, recreational courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

“Lot” means any portion of the Property designated by Declarant or as shown as a subdivided Lot on a Plat other than Common Area.

“Majority” means more than half.

“Manager” has the meaning set forth in *Section 4.05(h)*.

“Members” means every person or entity that holds membership privileges in the Association.

“Mortgage” or **“Mortgages”** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

“Mortgagee” or **“Mortgagees”** means the holder(s) of any Mortgage(s).

“Owner” means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

“Plat” means a Recorded subdivision plat of any portion of the Property, and any amendments thereto.

“Property” means that certain real property in Benton County, Arkansas, as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 11.03* and *Section 11.04* of this Declaration.

“PUD” means that certain Planned Unit development established under Ordinance No. _____, passed and approved by the City on _____, 202__.

“Record, Recording, Recordation and Recorded” means recorded or to be recorded in the Official Public Records of Benton County, Arkansas.

“Resident” means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

“Restrictions” means the restrictions, covenants, and conditions contained in this Declaration, the Design Guidelines, Bylaws, Community Manual, Rules and Regulations, or in any other rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time. *See Table 1* for a summary of the Restrictions.

“Rules and Regulations” means any instrument, however denominated, which may be adopted by the Declarant as part of the Community Manual or subsequently adopted by the Board for the regulation and management of the Property or the Common Area, including any amendments to those instruments. Until expiration or termination of the Development Period, the Declarant may unilaterally amend the Rules and Regulations and must approve any amendment to the Rules and Regulations adopted by the Board.

TABLE 1: RESTRICTIONS	
Declaration (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property.
Articles of Incorporation (Recorded)	Establishes the Association as an Arkansas nonprofit corporation.
Bylaws (Recorded)	Governs the Association’s internal affairs, such as elections, meetings, etc.
Community Manual (Recorded)	Establishes Rules and Regulations and policies governing the Association.
Design Guidelines (if adopted, Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto. The Declarant shall have no obligation to adopt the Design Guidelines.
Rules and Regulations (if adopted, Recorded)	Regulates the use of property, activities, and conduct within the Property or the Common Area.
Board Resolutions (adopted by the Board of the Association)	Establishes rules, policies, and procedures for the Property, Owners and Association.
Notice of Withdrawal of Land	Withdraws and removes land from the Property so that such

(Recorded)	land is no longer burdened by the terms of this Declaration and no longer under the jurisdiction of the Association.
Notice of Addition of Land (Recorded)	Adds additional land to the Property, so such land will be considered part of the Property and subject to the terms of this Declaration and under the jurisdiction of the Association.

ARTICLE 2 GENERAL AND USE RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 General.

(a) Conditions and Restrictions. All Lots within the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Restrictions.

(b) Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Property. The Association, each Owner, Resident, or other user of any portion of the Property must comply with the Restrictions and Applicable Law, as supplemented, modified or amended from time to time. Compliance with the Restrictions is not a substitute for compliance with Applicable Law. Please be advised that the Restrictions do not purport to list or describe each restriction which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ACC for approval. Furthermore, approval by the ACC should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ACC.

NOTICE

The Restrictions are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Restrictions, as they may change from time to time.

2.02 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property or the Common Area (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements, including but not limited to any amenity centers, reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Common Area may include uses which are not shown on the Conceptual Plans. Neither

Declarant nor any Homebuilder or other developer of any portion of the Property or the Common Area makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Common Area and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statements made by the Declarant or any of Declarant's representatives regarding the proposed land uses, or proposed or planned Improvements in making the decision to purchase any land or Improvements within the Property. Each Owner who acquires a Lot within the Property acknowledges that development of the Property and/or the Common Area will likely extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or the Common Area or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.03 Single-Family Residential Use. The Lots shall be used solely for private single family residential purposes.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or Resident may conduct business activities within a residence so long as: (i) such activity complies with all Applicable Law; (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed in the Lot; (iii) the business activity does not involve customers, contractors, clients, or the general public visiting the residence to conduct activities related to the business; (iv) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Lot, sound, or smell from outside the residence; (v) the business activity does not involve door-to-door solicitation of residents within the Property; (vi) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vii) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board; and (viii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Homebuilder.

Notwithstanding any provision in this Declaration to the contrary, until the expiration or termination of the Development Period:

(a) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, any Lot, or portion of the Property owned by the Declarant, such facilities and may conduct such activities, which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees shall have an easement over and across the Common Area for access and use of such facilities at no charge; and

(b) Declarant and/or its licensees will have an access easement over and across the Common Area for the purpose of making, constructing and installing Improvements upon the Common Area.

2.04 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the ACC; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the ACC, subject to City approval.

2.05 Hazardous Activities. No activities may be conducted on or within the Property and no Improvements may be constructed on or within any portion of the Property which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Property unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.06 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.07 Mining and Drilling. Unless otherwise provided in *Section 9.17*, no portion of the Property may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand,

gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Property by the Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells by the Declarant or otherwise approved in advance by the ACC which are required to provide water to all or any portion of the Property. All water wells must also be approved in advance by any applicable regulatory authority.

2.08 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its Residents.

2.09 Animals – Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term “domestic household pet” shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, exotic snakes or lizards, monkeys, chickens or other exotic animals). The Board may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner may keep on such Owner’s Lot more than three (3) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than within the Owner’s residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Property. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended on porches, in unfenced portions of yards, or other unfenced outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. If the Board determines, in its sole discretion, that a pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Property.

2.10 Rubbish and Debris. As determined by the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Property, and no odors will be permitted to arise therefrom so as to render all or any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other property or Residents. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.11 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.11* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Board, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing and edging.
- (iii) Tree and shrub pruning.
- (iv) Replacement of dead trees and other dead landscaping.
- (v) Watering.
- (vi) Keeping exterior lighting and mechanical facilities in working order.
- (vii) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (viii) Keeping planting beds free of turf grass.
- (ix) Keeping sidewalks, curbs, walkways, alleys and driveways in good repair.
- (x) Complying with Applicable Law.
- (xi) Repainting of Improvements.
- (xii) Repair of exterior damage, and wear and tear to Improvements.

2.12 Association's Maintenance Right. The Board shall have the right, but not the duty, to designate portions of Lots (including the exterior of single-family residences thereon), for maintenance by the Association at the Lot Owner's expense. The designation by the Board may be based on circumstantial categories, such as vacant lots, unoccupied residences, or on the Association's experience with a particular Owner or category of Owners. The type of maintenance designated by the Board for performance by the Association is not required to be uniform for all designated lots, and may change from time to time, as determined in the Board's sole discretion. The Board's designation may be based on several considerations, including but not limited to, the Board's reasonable belief that an Owner is not able or willing to maintain his or her Lot in accordance with the requirements set forth in this Declaration. The Board, in its sole discretion, shall determine all aspects of the maintenance to be performed by the

Association pursuant to a designation contemplated by this *Section 2.12*, including, but not limited to, the scope, quality, quantity, frequency, timing, cost and the performer. The full cost of all expenses incurred pursuant to this *Section 2.12* to maintain, repair or replace an Owner's Lot shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in *Section 6.10* of this Declaration. In the event of any conflict between the terms and provisions of this *Section 2.12*, if any, and the terms and provisions of any of the Restrictions, the terms and provisions of this *Section 2.12* will control.

2.13 Street Landscape Area-Owner's Obligation to Maintain Landscaping. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is performed by the Association. If the maintenance of any ST Landscape Area is the responsibility of the Association, then the costs incurred, or estimated to be incurred, by the Association shall be discharged through Assessments.

2.14 Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, shall be erected, maintained or placed on a Lot without the prior written approval of the ACC; provided, however, that:

- (i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or
- (ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- (iii) an antenna that is designed to receive television or radio broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the ACC, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property.

2.15 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Common Area, or any other portion of the Property. A Permitted Antenna shall be installed in a location on the Lot from which an

acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the ACC are as follows:

- (i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the roof fascia, soffit, or bargeboard and screened from view of adjacent Lots and the street; then
- (ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the roof fascia, soffit, or bargeboard and screened from view of adjacent Lots and the street.

The ACC may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules may be modified by the ACC from time to time. Please contact the ACC for the current rules regarding installation and placement.

2.16 Signs. Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the ACC, except for:

- (i) signs which are expressly permitted pursuant to the Design Guidelines or Rules and Regulations;
- (ii) signs which are part of Declarant's or Homebuilder's overall marketing, sale, or construction plans or activities for the Property;
- (iii) one (1) temporary "For Sale" sign placed on the Lot. The sign must be professionally made and shall be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from the finished grade of the Lot at the spot where the sign is located may not exceed four (4) feet. The sign must be removed within two (2) business days following the sale of the Lot;
- (iv) permits as may be required by legal proceedings;
- (v) permits as may be required by any governmental entity; and

(vi) a “no soliciting” and “security warning” sign near or on the front door to their residence, provided, that the sign may not exceed twenty-five (25) square inches.

For Lease and For Rent signs are expressly prohibited.

2.17 Tanks. The ACC must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG), and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the ACC. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the ACC. This provision will not apply to a tank used to operate a standard residential gas grill.

2.18 Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed upon the Property without the prior written approval of the ACC; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Declarant, Homebuilders, architects, and foremen during actual construction may be maintained with the prior approval of Declarant (unless placed by the Declarant), approval to include the nature, size, duration, and location of such structure.

2.19 Outside Storage Buildings. Outside storage buildings located in a fenced rear yard of a Lot are allowed with the prior written approval of the ACC. Unless otherwise approved by the ACC, one (1) permanent storage building will be permitted if: (i) the square footage of the storage building does not exceed one hundred (100) square feet; (ii) the height of the storage building, measured from the surface of the Lot to the peak of the roof of the storage building, is no more than eight (8) feet; (iii) the storage building is constructed within all applicable building setbacks; and (iv) the storage building façade is constructed of non-combustible materials which matches the façade of the primary residence constructed on the Lot. No storage building may be used for habitation.

2.20 Unsightly Articles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, graders, trucks other than pickups, tractors, boats, wagons, buses, dirt bikes, motocross bikes, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and only minor repair or maintenance work, e.g., oil change, tire replacement, etc., done on any automobile, shall be allowed to be completed in the driveway, so long as the repair is completed within seventy-two (72) hours). Trailers are not permitted on any Lot at any time. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a

current license tag or vehicle registration shall be permitted to remain visible on any Lot or to be parked on any roadway within the Property or Common Area. Notwithstanding the foregoing, marine craft and all-terrain vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period.

2.21 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any street right of way, Lot, or used as a residence, either temporary or permanent, at any time. However, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period.

2.22 Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted in the front of the residence on a Lot provided the basketball goal is located at least ten feet (10') away from the street curb. Permanent basketball goals are not permitted in any street right-of-way. The basketball goal backboard must be perpendicular to the street and mounted on a metal pole permanently installed in the ground. Portable basketball goals are permitted but must be stored in the rear of the Lot or inside the garage when not in use. Portable basketball goals are not permitted in any street right-of-way. Basketball goals must be properly maintained and painted, with the net in good repair.

2.23 Compliance with Restrictions. Each Owner, his or her family, Residents of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of the Restrictions and may result in a fine against the Owner in accordance with *Section 6.13* of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the ACC, or by an aggrieved Owner. The result of every act or omission that violates any provision of the Restrictions is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **Each such Owner shall release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 2.23 (including any cost, loss, damage,**

expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.24 Liability of Owners for Damage to Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area without the prior written approval of the Board and the Declarant during the Development Period. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other Resident of such Owner's Lot, or any guest or invitee of such Owner or Resident. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in *Section 6.10* of this Declaration.

2.25 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Restrictions. Any Owner acquiring a Lot in reliance on one or more of the Restrictions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.26 Party Wall Fences and Walls. A fence, wall or shared driveway located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "Party Wall" and, to the extent not inconsistent with the provisions of this *Section 2.26*, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions.

(a) **Encroachments & Easement.** If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.26*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) **Right to Repair.** If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the ACC in accordance with *Article 7* of this Declaration.

(c) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is solely responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Benton County, Arkansas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this *Section 2.26* is appurtenant to the Lot and passes to the Owner's successors in title.

(d) Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the ACC.

(e) Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.27 Playscapes and Recreational Courts. Playscapes and recreational courts are permissible at the sole discretion of the ACC, and subject to approval by the City. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Recreational Courts may not be lighted or enclosed with netting. Tennis courts are not permitted.

2.28 Decorations and Lighting. A maximum of three (3) sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be permitted on a Lot, provided that such decorations: (i) blend in with the existing landscaping and residence constructed on the Lot; (ii) are no larger than three (3) feet in height above natural ground; (iii) are kept in good condition and repair, as determined in the sole and absolute discretion of the Board; (iv) do not cause embarrassment, discomfort and/or annoyance to other Owners, as determined in the sole and absolute discretion of the Board; and (v) do not contain any telephone numbers or commercial advertisements. Customary seasonal decorations for holidays are permitted without approval by the ACC but shall be removed within thirty (30) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the ACC.

2.29 Exterior Window Air Conditioning Units. No exterior window air conditioning units are permitted on any Lot without the advance written approval of the ACC.

2.30 Window Treatments. An Owner may install window treatments inside the residence constructed on his or her Lot, provided that the window treatments, including drapes, blinds, shades or shutters, must appear to be (i) clear, (ii) white, (iii) near-white light neutral; or (iv) light wood tone when viewed from adjacent property. The use of newspaper, bed sheets, tablecloths, or other obviously non-drapery fabrics, aluminum foil, and reflective materials as window treatments are expressly prohibited

2.31 Release and Indemnity. EACH OWNER AND OWNER'S FAMILY MEMBERS, GUESTS, TENANTS, INVITEES, AGENTS, AND CONTRACTORS (EACH, A "USER" HEREIN) HEREBY RELEASE AND HOLD HARMLESS THE ASSOCIATION, DECLARANT, THE ACC AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF USER'S USE OF ANY COMMON AREA PROPERTY, COMMUNITY AMENITIES, OR COMMUNITY FACILITIES. EVERY USER IDENTIFIED ABOVE SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, DECLARANT, THE ACC AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE INCURRED OR THAT MAY ARISE BY REASON OF THE USE OF OR ENTRY UPON ANY COMMON AREA PROPERTY, COMMUNITY AMENITIES, OR COMMUNITY FACILITIES (INCLUDING ANY COST, FEES,

EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR DECLARANTS GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE. USE OF ANY COMMON AREA PROPERTY, COMMUNITY AMENITIES, OR COMMUNITY FACILITIES IS CONDITIONED UPON ACCEPTANCE OF THE FOREGOING RELEASE AND INDEMNITY OBLIGATIONS.

ARTICLE 3 CONSTRUCTION RESTRICTIONS

3.01 Approval for Construction. Unless prosecuted by the Declarant, no Improvements shall hereafter be placed, maintained, erected, or constructed upon any Lot without the prior written approval of the ACC in accordance with *Article 7* of this Declaration. As set forth in *Article 7*, approval of the ACC is not a substitute for compliance with Applicable Law, or approval of the City or any other applicable governmental authority, as applicable.

3.02 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least twelve (12) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Restrictions and shall notify its lessee of any changes or additions thereto. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. Notwithstanding the foregoing, Declarant and its affiliates shall be exempt from the rental restrictions contained in this *Section 3.02*, and this *Section 3.02* may not be amended or modified without Declarant's written and acknowledged consent.

3.03 Garages. No garage may be permanently enclosed or otherwise used for habitation

3.04 Fences; Sidewalks. All fences and walls, including the materials used for such fences and walls, shall comply with all Applicable Law. Including without limitation, City code. Unless otherwise approved by the ACC, no fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the front elevation of the residence constructed on the Lot, except for fences erected in conjunction with the model homes or sales offices. The ACC will have the sole discretion to determine the front elevation of the residence for the purpose of this *Section 3.04*. No chain-link, metal, vinyl or agricultural fences may be installed or maintained on a Lot, except by Declarant. Fences shall be six (6) feet in height, unless installed by Declarant or required by Applicable Law. If required by the Plat, the Owner of each Lot shall construct, at such Owner's sole cost and expense and prior to occupying any Improvement, a sidewalk on

such Owner's Lot, located and designed in conformance with the Plat. Each Owner must maintain all fences on such Owner's Lot in good condition, including but not limited to periodically re-staining all fences on such Owner's Lot using stain substantially similar to the stain applied to the fences as originally constructed (if any), as determined by the ACC. Any broken pickets, fallen or leaning panels must be repaired or replaced. In the event that a fence on an Owner's Lot is replaced, the Owner is responsible for staining the new fence with stain substantially similar to the stain applied to the fences as original constructed (if any), as determined by the ACC. All fences that are Party Walls shall be subject to *Section 2.26* of this Declaration.

3.05 Trash Containers. Unless it is within twelve (12) hours before or after the designated trash and recycling pickup time, trash containers and recycling bins must be stored inside the garage of the single-family residence constructed on the Lot or in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot. The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

3.06 Drainage. There shall be no interference with the established drainage patterns over any of the Property, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the ACC. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

3.07 Construction Activities. The Restrictions will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by the Declarant or a Homebuilder upon or within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of the Restrictions by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the ACC may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

3.08 Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all Applicable Law and be approved in advance by the ACC. Nothing in this *Section 3.08* is intended or shall be construed to limit or affect an Owner's obligation to comply with any Applicable Law concerning swimming pool enclosure requirements. Unless otherwise approved in advance by the ACC, above-ground or temporary swimming pools are not permitted on a Lot. Notwithstanding the foregoing, kiddie pools that are no taller than

fifteen (15) inches and no wider than sixty (60) inches shall be permitted within a fenced rear yard of a Lot.

3.09 Compliance with Setbacks and Easements. No residence or Improvement may be constructed on any Lot nearer to a street than the minimum building setback lines shown on the Plat and no Improvement shall be located on any drainage, utility or conservation easement, unless otherwise permitted pursuant to Applicable Law.

3.10 Façades. The façade of each residence must consist of non-combustible materials.

3.11 Water Quality Facilities, Drainage Facilities and Drainage Ponds. The Property may include, now or in the future, one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are inspected, maintained and administered by the Association in accordance with all Applicable Law. Access to these facilities and ponds is limited to persons engaged by the Association or its agents to periodically maintain such facilities. Each Owner is advised that the water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Property and may periodically hold standing water. Each Owner is advised that entry into the water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of the Rules and Regulations, unless otherwise approved by the Association.

3.12 Parking: Driveways. All Owners and Residents are encouraged to park vehicles in the garage on their Lot and use the driveways on their Lot as overflow parking. On street parking is limited to guests and visitors. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard, as determined by the Board in its sole discretion. No vehicle may be parked in a manner that obstructs or otherwise blocks ingress and egress to any part of the Property by an emergency vehicle, as determined by the Board in its sole discretion. The parking of vehicles in the yard of any Lot is not permitted. Alterations to the driveways, as originally constructed or installed by Declarant, are prohibited.

ARTICLE 4

CANOPY COTTAGES HOMEOWNERS ASSOCIATION, INC.

4.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of an Arkansas nonprofit corporation. Neither the Articles nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.02 Membership.

(a) **Mandatory Membership.** Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the

Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot. Within thirty (30) days after acquiring legal title to a Lot, if requested by the Board, an Owner must provide the Association with: (1) a copy of the recorded deed by which the Owner has acquired title to the Lot; (2) the Owner's address, email address, phone number, and driver's license number, if any; (3) any Mortgagee's name and address; and (4) the name, phone number, and email address of any Resident other than the Owner.

If you acquire a Lot you automatically become a member of the Association.
Membership is Mandatory!

(b) Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot, subject to the following restrictions and reservations:

(i) The right of the Declarant, or the Declarant's designee, to cause such Improvements and features to be constructed upon the Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot remains past due and for any period during which such member is in violation of any provision of this Declaration;

(iii) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) The right of the Declarant, during the Development Period, and the Board thereafter to grant easements or licenses over and across the Common Area;

(v) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(vi) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules and Regulations regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

4.03 Governance. As more specifically described in the Bylaws, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the end of the Development Period.**

4.04 Voting Rights. The right to cast votes and the number of votes which may be cast for election of members to the Board (except as provided by *Section 4.03*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Owner Votes. The Owner of each Lot will have one (1) vote for each Lot so owned.

(b) Declarant Votes. In addition to the votes to which Declarant is entitled by reason of *Section 4.04(a)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

(c) Co-Owner Votes. When more than one person or entity owns a portion of the fee simple interest in any Lot, all such persons or entities will be Members. As more specifically described in the Bylaws, the vote or votes (or fraction thereof) for such Lot will be exercised by the person so designated in writing to the Secretary of the Association by the Owner of such Lot, and in no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled under this *Section 4.04*.

4.05 Powers. The Association will have the powers of an Arkansas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules and Regulations, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, policies, Bylaws and Community Manual which are not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property or the Common Area (including the operation, maintenance and preservation thereof) or the Association. Any Rules and Regulations, policies, the Bylaws and the Community Manual and any modifications thereto proposed by the

Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

(d) Assessments. To levy and collect assessments, as provided in *Article 6* below.

(e) Right of Entry and Enforcement. To enter upon any Lot, expressly excluding entry into the residence located thereon, at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Resident, thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any yard area, Improvement or other facility to conform to the Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 6* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot other than Common Area in enforcing these Restrictions before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER AND RESIDENT WILL RELEASE AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 4.05(e) (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION**

THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area for the purpose of constructing, erecting, operating or maintaining the following:

(i) Parks, parkways or other recreational facilities or structures;

(ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;

(iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar Improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by the Restrictions or by Applicable Law. In addition, until expiration or termination of the Development Period, any grant or conveyance under this *Section 4.05(g)* must be approved in advance and in writing by the Declarant.

(h) Manager. To retain and pay for the services of a person or firm (the "**Manager**"), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Property, Common Area, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Restrictions or as determined by the Board.

(k) Construction on Common Area. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Board and the Declarant until expiration or termination of the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Allocation of Votes. To determine votes when permitted pursuant to *Section 4.04* above.

(o) Authority with Respect to the Restrictions. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Restrictions. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 4.05(o)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(p) Membership Privileges. To establish Rules and Regulations governing and limiting the use of the Common Area and any Improvements thereon. All Rules and Regulations governing and limiting the use of the Common Area and any Improvements thereon must be approved in advance and in writing by the Declarant during the Development Period.

4.06 Conveyance of Common Area. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant, and its assignees, reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by the Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of the Declarant. Upon the Recording of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Declaration. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Property, for the Property and the general public, or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal property assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area without regard to whether such real or personal property is designated by the Declarant as Common Area. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment.

4.07 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

4.08 Insurance. The Board may purchase and cause to be maintained, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

4.09 Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 4.05* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election, add the charges payable by such Owner under such Bulk Rate Contract to the Assessments against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12 day period), in addition to all other rights and remedies available pursuant to Applicable Law, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or the Resident of such Owner's Lot) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or the Resident of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

4.10 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or any other portion of the Property owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. The Board will be required to continue the same level and quality of maintenance, operations and services as

that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

4.11 Administration of Common Area. The administration, maintenance, repair and replacement of the Common Area by the Association (such Common Area includes, without limitation, any Improvements and/or facilities thereon and appurtenances thereto), shall be in accordance with the provisions of Applicable Law and the Restrictions, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or by any title insurance company selected by Declarant to insure title to any portion of the Common Area.

4.12 Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 12.01* below, relating to the design or construction of Improvements on a Lot (whether one or more). This *Section 4.12* may not be amended or modified without Declarant's written and acknowledged consent and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of the Recorded amendment instrument.

4.13 Merger. Any merger or consolidation of the Association with another association must made pursuant to the requirements of ARK. CODE § 4-28-305 (2020). On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Restrictions within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

ARTICLE 5 INSURANCE

5.01 Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner

to obtain additional individual insurance. During the Development Period, Declarant reserves the right to satisfy the insurance obligations of the Association with a master insurance program controlled by Declarant.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot or any Improvements or personal property located on a Lot.

5.02 Restoration. In the event of any fire or other casualty, unless otherwise approved by the ACC, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. The approval of the ACC shall not be required to restore Improvements to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially similar to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. **EACH SUCH OWNER WILL RELEASE AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 5.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

5.03 Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 6 COVENANT FOR ASSESSMENTS

6.01 Assessments.

(a) **Established by the Board.** Assessments established by the Board pursuant to the provisions of this *Article 6* will be levied against each Lot in amounts determined pursuant to *Section 6.08* below. The total amount of Assessments will be determined pursuant to *Section 6.03, 6.04, 6.05, and/or 6.06.*

(b) **Personal Obligation; Lien.** Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon (such lien, with respect to any Lot not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

(c) **Declarant Subsidy.** Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. Any subsidy and the characterization thereof may be disclosed as a line item in the annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

6.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association may be used for any purpose authorized by the Restrictions and Applicable Law.

6.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net

expenses of the Association (the “**Regular Assessments**”) which sets forth: (i) an estimate of the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Restrictions, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing any lighting, the cost of administering and enforcing the Restrictions, and (ii) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year’s fund. Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board’s determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner. All such Regular Assessments will be due and payable to the Association annually on or before the first day of the month, or in such other manner as the Board may designate in its sole and absolute discretion.

6.04 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the “**Special Assessment**”) whenever in the Board’s opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Restrictions. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units.

6.05 Individual Assessments. In addition to any other Assessments, the Board may levy an individual assessment (the “**Individual Assessment**”) against an Owner and the Owner’s Lot. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner’s Lot into compliance with the Declaration; fines for violations of the Restrictions; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner’s guests, invitees or Residents of the Owner’s Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and “pass through” expenses for services to Lots provided through the Association and which are paid by each Lot according to the benefit received.

6.06 Working Capital Assessment. Each Owner will pay a one-time working capital assessment (the “**Working Capital Assessment**”) to the Association in such amount, if any, as may be determined by the Declarant, until expiration or termination of the Development

Period, and the Board thereafter. Such Working Capital Assessment need not be uniform among all Lots, and the Declarant or the Board is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, neither Declarant nor a Homebuilder will not be subject to the Working Capital Assessment; however, the Working Capital Assessment will be payable by any Owner who acquires a Lot from the Declarant or a Homebuilder. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, the determination by the Declarant during the Development Period, and the Board thereafter, regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 6.06*. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this Article 6 and will not be considered an advance payment of such Assessments. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot (or all Lots) by the Recordation of a waiver, which waiver may be temporary or permanent.

6.07 Reserve Fund Contribution. Each Owner will pay a one-time reserve fund contribution (the "**Reserve Fund Contribution**") to the Association in such amount, if any, as may be determined by the Declarant, until expiration or termination of the Development Period, and the Board thereafter. Such Reserve Fund Contribution need not be uniform among all Lots, and the Declarant or the Board is expressly authorized to levy Reserve Fund Contributions of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association shall deposit the Reserve Fund Contribution into a separate bank account established solely for the Association's reserve funds, and the Association may use the reserve funds for the periodic maintenance, repair, and replacement of the Common Area. The levy of any Reserve Fund Contribution will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Association, setting forth the amount of the Reserve Fund Contribution.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Reserve Fund Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent.

Additionally, neither Declarant nor a Homebuilder will be subject to the Reserve Fund Contribution; however, the Reserve Fund Contribution will be payable by any Owner who acquires a Lot from the Declarant or a Homebuilder. In the event of any dispute regarding the application of the Reserve Fund Contribution to a particular Owner, the determination by the Declarant during the Development Period, and the Board thereafter, regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section 6.07. The Reserve Fund Contribution will be in addition to, not in lieu of, any other Assessments levied in accordance with this Article 6 and will not be considered an advance payment of such Assessments.

6.08 Amount of Assessment.

(a) Assessments to be Levied. The Board shall levy Assessments against each "Assessment Unit" (as defined in *Section 6.08(b)* below). Unless otherwise provided in this Declaration, Assessments levied pursuant to *Section 6.03* and *Section 6.04* shall be levied uniformly against each Assessment Unit allocated to a Lot.

(b) Assessment Unit. Each Lot shall constitute one "Assessment Unit" unless otherwise provided in *Section 6.08(c)* and *6.08(d)*.

(c) Declarant Exemption. Notwithstanding anything in this Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declarant.

(d) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Property or any Lot from any Assessments levied or charged pursuant to this *Article 6*; or (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Property. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

6.09 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

6.10 Owner's Personal Obligation; Interest. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no

such highest rate, then at the rate of one and one half percent (1 ½%) per month), together with all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner.

6.11 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this Article is, together with late charges as provided in *Section 6.09* and interest as provided in *Section 6.10* hereof and all costs of collection, including attorney's fees as herein provided, secured by the continuing Assessment lien granted to the Association pursuant to *Section 6.01(b)* above, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question; (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien of record; or (iv) as otherwise required by Applicable Law; provided that, in the case of subparagraphs (ii), (iii), and (iv) above, such Mortgage was Recorded before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination shall be signed by an authorized officer, agent or attorney of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice may be signed by one of the authorized officers, agents, or attorneys of the Association and will be Recorded. **Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration, will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted. The power of sale may allow the Association to sell the Lot without going to court in a foreclosure action upon default by the Owner under this Declaration.** The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are

available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 6.11*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an authorized officer, agent, or attorney of the Association. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Arkansas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Association's records upon the transfer of a Lot to a third party; provided, however, that no transfer fee will be due upon the transfer of a Lot from Declarant to a third party.

Yes, the Association *can* foreclose on your Lot!

If you fail to pay assessments to the Association, you may lose title to your Lot if the Association forecloses its assessment lien.

6.12 Exempt Property. The following areas will be exempt from the Assessments provided for in this Article:

- (a) All area dedicated and accepted by public authority;
- (b) The Common Area; and
- (c) Any portion of the Property owned by Declarant.

6.13 Fines and Damages Assessment.

(a) **Board Assessment.** The Board may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or the Owner or Residents guests, agents or invitees. Any fine and/or charge levied in accordance with this *Section 6.13* will be considered an Individual Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or any facilities caused by the Owner, Resident, or their

guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and Regulations and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 6.09* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 6.01(b)* of this Declaration. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 6*.

ARTICLE 7 ARCHITECTURAL CONTROL COMMITTEE

Declarant has a substantial interest in ensuring that Improvements within the Property maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the Property. Until Declarant has delegated its right to appoint and remove all members of the ACC to the Board as provided in *Section 7.02(a)* below, the ACC will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association. Notwithstanding any provision in this Declaration to the contrary, Declarant may appoint a single person to exercise the rights of the ACC.

7.01 Construction of Improvements. No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or Property, by anyone other than Declarant without the prior written approval of the ACC. Approval of the ACC is not a substitute for compliance with Applicable Law, or approval of the City or any other applicable governmental authority, as applicable. In addition to approval from the ACC, an Owner must obtain any required approval of the City or any other applicable governmental authority, prior to commencement of construction of Improvements. Compliance with the terms and provisions of this Declaration is not a substitute for compliance with Applicable Law.

7.02 Architectural Control Committee.

(a) Composition. The ACC will be composed of not more than three (3) persons (who need not be Members or Owners) appointed as provided below, who will review Improvements proposed to be made by any Owner other than Declarant. Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant may assign its right to appoint all members of the ACC to the Association by Recorded written instrument, and thereafter, the Board will have the right to appoint and remove (with or without cause) all members of the ACC. Any assignment by Declarant of the right to appoint and remove all members of the ACC

may be withdrawn until expiration of twenty-four (24) months after the expiration of the Development Period. If Declarant withdraws its assignment of the right to appoint and remove all members of the ACC, then on the date of such withdrawal, Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant's right to appoint all members of the ACC will automatically be assigned to the Association upon the expiration of twenty-four (24) months after the expiration of the Development Period. Declarant, at its option, may create and assign specific duties and responsibilities to one or more sub-committees consisting of members and/or nonmembers of the ACC. In the event responsibilities and duties are assigned to a sub-committee, those responsibilities and duties will no longer be discharged by the ACC unless the sub-committee exercising such duties and responsibilities is dissolved by Declarant. The right to create, dissolve, and appoint members of such sub-committees will reside exclusively with Declarant until such time as Declarant has assigned its right to appoint members of the ACC to the Association. The ACC will have the right to employ consultants and advisors as it deems necessary or appropriate.

(b) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal for such re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the ACC together with any review fee which is imposed by the ACC in accordance with *Section 7.02(c)* to the ACC at the offices of Declarant, at such address as may hereafter be designated in writing from time to time. No re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications and the builder which the Owner intends to use to construct the proposed structure or Improvement have been approved in writing by a Majority of the members of the ACC. The ACC may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the ACC or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. Site plans must be approved by the ACC prior to the clearing of any Lot, or the construction of any Improvements. The ACC may refuse to approve plans and specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

(c) Design Guidelines. Declarant shall have the right, but shall have no obligation to adopt Design Guidelines and, during the Development Period, will have the power from time to time, to adopt (unless previously adopted by Declarant), amend, modify, or supplement the Design Guidelines, if any. Upon expiration or termination of the Development Period, the ACC, or any sub-committee thereof created pursuant to

Section 7.02(a), will have the power from time to time, to adopt (if not previously adopted by Declarant), to amend, modify, or supplement the Design Guidelines, if any; provided, however, that any amendment to the Design Guidelines made by a sub-committee will only apply to the Improvements under the jurisdiction of such sub-committee, and during the Development Period, any such amendment, modification or supplement must be approved in advance and in writing by the Declarant. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the ACC and used to defray the administrative expenses incurred by the ACC in performing its duties hereunder; provided, however, that any excess funds held by the ACC will be distributed to the Association at the end of each calendar year. The ACC will not be required to review any plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the ACC. The ACC will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any Improvement and the right to approve in advance any contractor selected for the construction of Improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(d) Actions of the Architectural Control Committee. The ACC may, by resolution unanimously adopted in writing, designate one or more of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the ACC, except the granting of variances. In the absence of such designation, the vote of a Majority of all of the members of the ACC taken at a duly constituted meeting will constitute an act of the ACC.

(e) Failure to Act. In the event that any plans and specifications are submitted to the ACC as provided herein, and the ACC fails either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, rejection of such plans and specifications by the ACC will be presumed. In furtherance, and not in limitation, of the foregoing, any failure of the ACC to act upon a request for a variance will not be deemed a consent to such variance, and the ACC's written approval of all requests for variances will be expressly required.

(f) Variances. The ACC may grant variances from compliance with any of the provisions of the Design Guidelines, if any, or this Declaration, when, in the opinion of the ACC, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and must be signed by at least a Majority of the members of the ACC. Each variance must also be Recorded; provided however, that failure to

record a variance will not affect the validity thereof or give rise to any claim or cause of action against the ACC, including the Declarant or its designee, the Association, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Design Guidelines, if any, will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of this Declaration or the Design Guidelines, if any, for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration or the Design Guidelines, if any.

(g) Duration of Approval. The approval of the ACC of any plans and specifications, and any variances granted by the ACC, will be valid for a period of one hundred and twenty (120) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and twenty (120) day period and diligently prosecuted to completion within either: (i) one year after issuance of approval of such plans and specifications; or (ii) such other period thereafter as determined by the ACC, in its sole and absolute discretion, the Owner will be required to resubmit such plans and specifications or request for a variance to the ACC, and the ACC will have the authority to re-evaluate such plans and specifications in accordance with this *Section 7.02(g)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(h) No Waiver of Future Approvals. The approval of the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the ACC.

(i) Non-Liability of Committee Members. **NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.**

ARTICLE 8 MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Property. The provisions of this Article apply to this Declaration and the Bylaws of the Association.

8.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an “**Eligible Mortgage Holder**”)), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Restrictions relating to such Lot or the Owner or Resident which is not cured within sixty (60) days; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

8.02 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

8.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots and not to any other portion of the Property.

ARTICLE 9 GENERAL PROVISIONS

9.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded, and continuing through and including January 1, 2074, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word “change” meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting

duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 9.01* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants, as of the date this Declaration is Recorded, of King Charles III, King of England.

9.02 Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area for any public purpose during the period this Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot.

9.03 Amendment. This Declaration may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes entitled to be cast by members of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument.

Subject to any express limitation on amendments set forth in this Declaration, the broad scope of amendment authority set forth in this *Section 9.3* is expressly intended to allow for the addition, removal, or modification of terms, restrictions, conditions, covenants, rights, benefits, reservations, and obligations, including without limitation, use and occupancy restrictions, leasing restrictions, set-backs, voting rights, lien rights, design criteria, maintenance obligations, and disclosures. EACH OWNER OF A LOT OR OTHER REAL PROPERTY INTEREST IN THE PROPERTY (INCLUDING EACH SUBSEQUENT PURCHASER), BY THE ACCEPTANCE OF A DEED OF CONVEYANCE, ACCEPTS THE SAME SUBJECT TO THE AMENDMENT AUTHORITY SET FORTH IN THIS *SECTION 9.3*, AND ACKNOWLEDGES, AGREES, AND IS PUT ON NOTICE THAT: (I) AN AMENDMENT TO THIS DECLARATION DULY APPROVED AND RECORDED IN ACCORDANCE HERewith SHALL BE VALID AND BINDING ON

THE OWNER AND THE OWNER'S LOT; AND (II) THE BROAD SCOPE OF AMENDMENT AUTHORITY MAY RESULT IN AN AMENDMENT TO THIS DECLARATION THAT: (A) ADDS, REMOVES, OR MODIFIES ANY TERM, RESTRICTION, CONDITION, COVENANT, RIGHT, BENEFIT, RESERVATION, OR OBLIGATION OF EVERY CHARACTER HEREBY GRANTED, CREATED, RESERVED OR DECLARED, INCLUDING WITHOUT LIMITATION, USE AND OCCUPANCY RESTRICTIONS, LEASING RESTRICTIONS, SET-BACKS, VOTING RIGHTS, LIEN RIGHTS, DESIGN CRITERIA, MAINTENANCE OBLIGATIONS, DISPUTE RESOLUTION PROCEDURES, AND DISCLOSURES; AND/OR (B) MAY RESULT IN CHANGES OR MODIFICATIONS TO USE AND OCCUPANCY RESTRICTIONS, LEASING RESTRICTIONS, SET-BACKS, VOTING RIGHTS, LIEN RIGHTS, DESIGN CRITERIA, MAINTENANCE OBLIGATIONS, OR DISPUTE RESOLUTION PROCEDURES THAT ARE EITHER MORE OR LESS RESTRICTIVE THAN THE RIGHTS, RESTRICTIONS, AND OBLIGATIONS APPLICABLE TO THE LOT ON THE DATE THE OWNER ACQUIRED THE LOT. THE FOREGOING LIST IS INTENDED TO BE ILLUSTRATIVE BUT IN NO WAY IMPOSE LIMITATIONS ON THE BROAD SCOPE OF AMENDMENT AUTHORITY SET FORTH IN THIS *SECTION 9.3*.

9.04 Roadway and Utility Easements. Declarant reserves the right to create, locate, relocate, construct, erect, and maintain or cause to be created, located, relocated, constructed, erected, and maintained in and on any portion of the Property then owned by Declarant or any streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Common Area, roadways, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground with the right of access to the same at any time for the purposes of repair and maintenance.

9.05 Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, the Restrictions. The Association and/or the Declarant may initiate, defend, or intervene in any action brought to enforce any provision of the Restrictions. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein. Failure to enforce any right, provision, covenant, or condition set forth in the Restrictions will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Restrictions shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents.

9.06 Higher Authority. The terms and provisions of this Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

9.07 Severability. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

9.08 Conflicts. If there is any conflict between the provisions of this Declaration, the Articles, the Bylaws, or any Rules and Regulations adopted pursuant to the terms of such documents, the provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, in such order, will govern.

9.09 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular

9.10 No Warranty of Enforceability. The Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

9.11 Acceptance by Owners. Each Owner of a Lot or other real property interest in the Property, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

9.12 Damage and Destruction. The Association shall undertake the following actions subsequent to damage or destruction to all or any part of the Common Area covered by insurance:

(a) **Claims.** Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under

such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 9.12(a)*, means repairing or restoring the Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) Restoration. In the event that it should be determined by the Board that the damage or destruction of the Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) Special Assessment. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board may levy a Special Assessment, as provided in *Article 6*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on their Lots.

9.13 No Partition. Except as may be permitted in this Declaration or amendments thereto, no physical partition of the Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the portion of the Property or the Common Area in question has been removed from the provisions of this Declaration pursuant to *Section 11.04* below. This *Section 9.13* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Declaration, nor will this provision be constructed to prohibit or affect the creation of a condominium regime in accordance with Applicable Law.

9.14 Notices. Any notice permitted or required to be given to any person by this Declaration will be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at

the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.15 View Impairment. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, or any open space or Common Area within the Property will be preserved without impairment. Neither the Declarant, the ACC, nor the Association shall have any obligation to relocate, prune, or thin trees, or perform other landscaping. The Association (with respect to any Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

9.16 Safety and Security. Each Owner and Resident of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Property or the Common Area. The Association may, but shall not be obligated to, maintain or support certain activities within the Property or the Common Area designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor the Declarant, nor their Directors, employees, or agents, shall in any way be considered insurers or guarantors of safety or security within the Property, or the Common Area, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Property or the Common Area, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Residents of such Owner's Lot that the Association, its Board, its employees, agents, and the Declarant are not insurers or guarantors of security or safety and that each person within the Property assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot and the contents thereof, resulting from acts of third parties.

9.17 Notice Concerning Mineral Reservation. Each Owner is hereby informed that Declarant has conveyed to an affiliated entity all right, title and interest, if any, of Declarant in all minerals, resources, and groundwater, including but not limited to oil, gas and hydrocarbons, in, on or under, and/or that may be produced from, the Property. The conveyance instrument ("**Mineral Deed**") includes a provision whereby the owner of the minerals, resources and groundwater, if any, conveyed by such Mineral Deed will not be permitted to use the surface of the Property (to a depth of thirty feet below the finished grade of the Property) for the purpose of exploring for, developing or producing such minerals, resources and groundwater on and after the date of the first conveyance of a completed residence on the Property (the "**Surface Waiver**"). This Surface Waiver applies only to the interest, if any, in the minerals, resources and groundwater conveyed by the Mineral Deed.

(The minerals, resources and groundwater, or some portion thereof or some interest therein, may have been conveyed or reserved by third parties prior to Declarant's conveyance to its affiliate, and any such portion or interest would not be affected by the Surface Waiver contained in the Mineral Deed. No representation or warranty, express or implied, is made as to the ownership of the minerals, resources and groundwater or any portion thereof or any interest therein. Further, no representation or warranty, express or implied, is made with respect to whether the owner(s), if any, of any interest in or portion of the minerals, resources and groundwater not conveyed by the Mineral Deed has/have waived their rights to use the surface of the Property or the terms of any such waiver of surface rights.) The Surface Waiver in the Mineral Deed does not prevent the owner of the minerals, resources, and groundwater conveyed by the Mineral Deed from exploring, developing, drilling, producing, withdrawing, capturing, pumping, extracting, mining or transporting the minerals, resources, and groundwater by pooling, unitization, directional drilling or any other manner or method that does not require entry upon the surface of the Property. Each Owner should carefully review the title commitment delivered in connection with its acquisition of a Lot to determine the full extent to which the Mineral Deed and any other mineral conveyances affect the Lots and the Property. In addition, if this Declaration includes a prohibition against mineral, resource, and/or groundwater extraction, drilling, or mining, such provision is not binding on the owner(s) of the minerals, resources and groundwater.

9.18 PUD Requirements. The Property is subject to the terms and provisions of the PUD, as the same may be amended and modified from time to time, the terms of which may override certain zoning requirements and City ordinances which might otherwise be applicable to the Property. The PUD may be subject to future modifications or additions from time to time. The PUD may include certain development requirements, including but not limited to Lot limitations, minimum setbacks, flag lot requirements, exterior finish, garage door treatment, street tree requirements, residential architectural standards, signage, lighting, parks, and landscaping standards. All Owners are encouraged to review the PUD prior to any construction or modifications of Improvements on the Property. Notwithstanding any term or provision herein to the contrary, any amendment, change or modification to the PUD is subject to City approval.

ARTICLE 10 EASEMENTS

10.01 Right of Ingress and Egress. Declarant, its agents, employees, designees, successors and assigns will have a right of ingress and egress over and the right of access to the Common Area to the extent necessary to use the Common Area and the right to such other temporary uses of the Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Property. The Property shall be subject to a perpetual non-exclusive easement for the installation and maintenance of, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same,

which easement shall run in favor of Declarant. Declarant shall have the right, but not the obligation, to install and provide the Community Systems and to provide the services available through the Community Systems to any and all Lots within the Property. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through the Association and paid for as part of the Assessments or directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Systems shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any person or entity. The rights of Declarant with respect to the Community Systems installed by Declarant and the services provided through such Community Systems are exclusive, and no other person or entity may provide such services through the Community Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

10.02 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third party prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of most efficiently and economically developing the Property.

10.03 Utility Easements. Declarant, during the Development Period, and the Board thereafter, may grant easements over and across the Lots and Common Areas to the extent necessary or required to provide utilities to the Lots, Common Area and any other property owned by the Declarant; provided, however, that such easements do not unreasonably interfere with the use of any residence for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property, for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, electronic communications and internet, master or cable television and security.

10.04 Subdivision Entry and Fencing Easement. Notwithstanding any provision in this Declaration to the contrary, Declarant reserves for itself and the Association, an easement over and across the Property and any Common Area for the installation, maintenance, repair or replacement of certain subdivision entry facilities, walls, and/or fencing which serves the Property, the Common Area or any other property owned by the Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the subdivision entry facilities, walls and/or fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the subdivision entry facilities, walls and/or fencing as Common Area by Recorded written notice. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

10.05 Landscape and Monument Sign Easement. Declarant hereby reserves for itself and the Association, an easement over and across the Property and the Common Area for the installation, maintenance, repair or replacement of signs, landscaping, and/or monument signs which serve the Property, the Common Area or any other property owned by the Declarant. Declarant will have the right, from time to time, to Record a written notice, which identifies those portions of the Property, Common Area or property owned by the Declarant to which the easement reserved hereunder applies. Declarant may designate all or any portion of the easement areas reserved hereunder as Common Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

10.06 Declarant as Attorney in Fact. To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of this Declaration, each Owner, by accepting a deed to a Lot and each Mortgagee, by accepting the benefits of a Mortgage against a Lot, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of this Declaration. The power thereby vested in the Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party. The aforesaid power shall be vested in Declarant, its successors and assigns, for a period of twenty-five (25) years from the date the first Lot is conveyed to an individual purchaser, or until the expiration or termination of the Development Period, whichever occurs first. Declarant hereby reserves for itself, its successors and assigns the right to execute on behalf of each Owner, Mortgagee, and third party claiming a legal or equitable interest in the Common Area, any such agreements, documents, amendments or supplements to the Restrictions which may be required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan

Mortgage Corporation) or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or by any title insurance company selected by Declarant to insure title to any portion of the Common Area.

10.07 Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for the Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This *Section 10.07* may not be construed to create a duty for Declarant, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas and the Owner's Lot and all Improvements thereon for the purposes contained in this *Section 10.07*.

ARTICLE 11 DEVELOPMENT RIGHTS

11.01 Development by Declarant. It is contemplated that the Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to pursue the development, construction and marketing of the Property, the right to direct the size, shape, and composition of the Property, the right to create and/or designate Lots and Common Areas and to subdivide all or any portion of the Property pursuant to the terms of this *Section 11.01*, subject to any limitations imposed on portions of the Property by any applicable Plat. These rights may be exercised with respect to any portions of the Property and the Common Area. As each area is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area.

11.02 Special Declarant Rights. Notwithstanding any provision of this Declaration to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Property; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property and the Common Area. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself to

conduct the activities enumerated in this *Section 11.02* until twenty-four (24) months after expiration or termination of the Development Period.

11.03 Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property. Upon the Recording of a notice of addition of land, such land will be considered part of the Property for purposes of this Declaration, and such added lands will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property, Declarant will be required only to Record a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which reference will state the document number or volume and initial page number wherein this Declaration is Recorded;
- (b) A statement that such land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and
- (c) A legal description of the added land.

11.04 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association any portion of the Property. Upon any such withdrawal and removal this Declaration and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property withdrawn. To withdraw lands from the Property hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Declaration, which reference will state the document number or volume and initial page number wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

11.05 Notice of Plat Recordation. Declarant may, at any time and from time to time, file a notice of plat recordation (a "**Notice of Plat Recordation**"). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Declaration after portions of the Property is made subject to a Plat. Unless otherwise provide in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a residential Lot on such Plat,

shall be automatically withdrawn from the terms and provisions of this Declaration (without the necessity of complying with the withdrawal provisions set forth in *Section 11.04*). Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Declaration.

11.06 Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

ARTICLE 12 DISPUTE RESOLUTION

This Article 12 is intended to encourage the resolution of disputes involving the Property. A dispute regarding the Lots, Common Area, and/or Improvements can create significant financial exposure for the Association and its Members, interfere with the resale and refinancing of Lots, and increase strife and tension among the Owners, the Board and the Association's management. Since disputes may have a direct effect on each Owner's use and enjoyment of their Lot and the Common Area, this Article 12 requires Owner transparency and participation in certain circumstances. Transparency means that the Owners are informed in advance about a dispute, the proposed arrangement between the Association and a law firm or attorney who will represent the Association in the dispute, and that each Owner will have an opportunity to participate in the decision-making process prior to initiating the dispute resolution process.

12.01 Introduction and Definitions. The Association, the Owners, Declarant, all persons subject to this Declaration, and each person not otherwise subject to this Declaration who agrees to submit to this *Article 12* by written instrument delivered to the Claimant, which may include, but is not limited to, a Homebuilder, a general contractor, sub-contractor, design professional, or other person who participated in the design or construction of Lots, Common Area or any Improvement within, serving or forming a part of the Property (individually, a "**Party**" and collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and the Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. For the avoidance of doubt, this *Article 12* shall not apply to the Declarant, Association, or an Owner attempting to enforce the terms and provisions of this Declaration against an Owner other than Declarant or a Homebuilder. Further, this *Article 12* shall not apply to any action taken by Declarant or the Association to enforce the Restrictions pursuant to *Section 9.05*. This *Article 12* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding one hundred percent (100%) of the votes in the

Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

- (i) **“Claim”** means:
 - (A) Claims relating to the rights and/or duties of Declarant, the Association, or the ACC, under the Restrictions.
 - (B) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during Declarant’s control and administration of the Board, and any claim asserted against the ACC.
 - (C) Claims relating to the design or construction of the Common Area or any Improvements located within or on the Property.
- (ii) **“Claimant”** means any Party having a Claim against any other Party.
- (iii) **“Respondent”** means any Party against which a Claim has been asserted by a Claimant.

12.02 Mandatory Procedures. Claimant may not initiate any proceeding before any judge, jury, arbitrator or any judicial or administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in *Section 12.08* below, a Claim must be resolved by binding arbitration.

12.03 Claim Affecting Common Areas. In accordance with *Section 4.12* of this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 12.01* above, relating to the design or construction of Improvements on a Lot (whether one or more). Additionally, no Lot Owner shall have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. Each Lot Owner, by accepting an interest in or to title to a Lot, hereby grants to the Association the exclusive right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. In the event the Association asserts a Claim related to the Common Area, as a precondition to providing the Notice defined in *Section 12.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 12*, or taking any other action to prosecute a Claim related to the Common Area, the Association must:

- (a) Obtain Owner Approval of Engagement.

The requirements related to Owner approval set forth in this Section 12.03(a) are intended to ensure that the Association and the Owners approve and are fully informed of the financial arrangements between the Association and a law firm or attorney engaged by the Association to prosecute a Claim relating to the design or construction of the Common Area. The engagement agreement between the Association and the law firm or attorney may include requirements that the Association pay costs, fees, and expenses to the law firm or attorney which will be paid through Assessments levied against Owners. The financial agreement between the Association and the law firm or attorney may also include obligations related to payment, and the conditions and circumstances when the payment obligations arise, if the relationship between the Association and the law firm or attorney is terminated or if the Association agrees to settle the Claim. In addition, the financial arrangement between the Association and the law firm or attorney may include additional costs, expenses, and interest charges. This financial obligation can be significant. The Board may not engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or execute a written agreement between the Association and a law firm or attorney for the purpose of prosecuting a Claim relating to the design or construction of Common Area unless the law firm or attorney and the financial arrangements between the Association and the law firm or attorney are approved by the Owners in accordance with this Section 12.03(a).

Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area if the agreement between the Association and law firm or attorney includes any provision or requirement that would obligate the Association to pay any costs, expenses, fees, or other charges to the law firm or attorney, including but not limited to, costs, expenses, fees, or other charges payable by the Association: (i) if the Association terminates the engagement with the law firm or attorney or engages another firm or third-party to assist with the Claim; (ii) if the Association agrees to settle the Claim for a cash payment or in exchange for repairs or remediation performed by the Respondent or any other third-party; (iii) if the Association agrees to pay interest on any costs or expenses incurred by the law firm or attorney; and/or (iv) for consultants, expert witnesses, and/or general contractors hired by the law firm or attorney. For avoidance of doubt, it is intended that Members holding eighty percent (80%) of the votes in the Association must approve the law firm and attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney.

The approval of the Members required under this Section 12.03(a) must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of Member meeting will be provided pursuant to the Bylaws but the notice must also include: (a) the name of the law firm and attorney; (b) a copy of the proposed written agreement between the Association and the law firm and/or attorney; (c) a narrative summary of the types of costs, expenses, fees, or other charges that may be required to be paid by the Association; (d) the conditions upon which such types of costs, expenses, fees, or other charges are required to be paid by the Association; (e) an estimate of the costs, expenses, fees, or other charges that may be required to be paid by the Association if the conditions for payment occur, which estimate shall be expressed as a

range for each type of cost, expense, fee, or other charge; and (f) a description of the process the law firm and/or attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of all or portions of the Common Area or Improvements on the Property). If destructive testing will be required or is likely to occur, the notice shall include a description of the destructive testing, likely locations of the destructive testing, whether the Owner's use of their Lots or the Common Area will be affected by such testing, and if the destructive testing occurs the means or method the Association will use to repair the Common Area or Improvements affected by such testing and the estimated costs thereof. The notice required by this paragraph must be prepared and signed by a person other than the law firm or attorney who is a party to the proposed agreement being approved by the Members. In the event Members holding eighty percent (80%) of the votes in the Association approve the law firm and/or attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney, the Board shall have the authority to engage the law firm and/or attorney and enter into the written agreement approved by the Members.

(b) Provide Notice of the Inspection. As provided in *Section 12.03(c)* below, a Common Area Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Common Area Report, the Association must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Common Area Report, the specific Common Areas to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

(c) Obtain a Common Area Report.

The requirements related to the Common Area Report set forth in this Section 12.03(c) are intended to provide assurance to the Claimant, Respondent, and the Owners that the substance and conclusions of the Common Area Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Common Area Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Common Area Report is compromised.

Obtain a written independent third-party report for the Common Area (the "**Common Area Report**") from a professional engineer licensed by the Arkansas State Board of Licensure for Professional Engineers and Land Surveyors with an office located in Benton County, Arkansas (the "**Inspection Company**"). The Common Area Report must include: (i) a description with photographs of the Common Area subject to the Claim; (ii) a description of the present physical condition of the Common Area subject to the Claim; (iii) a detailed description of any modifications, maintenance, or repairs to the Common Area performed by the Association or a third-party, including any Respondent; and (iv) specific and detailed recommendations regarding remediation and/or repair of the Common Area subject to the Claim. For the purpose of subsection (iv) of the previous sentence, the specific and detailed

recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Common Area Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Benton County, Arkansas, and each such contractor providing the estimate must hold all necessary licenses as required by Applicable Law for the work to which the cost estimate relates.

The Common Area Report must be obtained by the Association. The Common Area Report will not satisfy the requirements of this Section and is not an “independent” report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Association or proposes to represent the Association; (b) the costs and expenses for preparation of the Common Area Report are not required to be paid directly by the Association to the Inspection Company at the time the Common Area Report is finalized and delivered to the Association; or (c) the law firm or attorney that presently represents the Association or proposes to represent the Association has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Association’s agreement with the law firm or attorney) the Association for the costs and expenses for preparation of the Common Area Report. For avoidance of doubt, an “independent” report means that the Association has independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Association will directly pay for the report at the time the Common Area Report is finalized and delivered to the Association.

(d) Provide a Copy of Common Area Report to all Respondents and Owners. Upon completion of the Common Area Report, and in any event no later than three (3) days after the Association has been provided a copy of the Common Area Report, the Association will provide a full and complete copy of the Common Area Report to each Respondent and to each Owner. The Association shall maintain a written record of each Respondent and Owner who was provided a copy of the Common Area Report which will include the date the report was provided. The Common Area Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

(e) Provide a Right to Cure Defects and/or Deficiencies Noted on Common Area Report. Commencing on the date the Common Area Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Common Area Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Common Area Report; and (iii) correct any condition identified in the Common Area Report. As provided in *Section 10.07* above, the Declarant has an easement throughout the Property for itself, and its successors, assigns, architects, engineers, other design professionals, each Homebuilder, other builders, and general

contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Common Area Report.

(f) Hold Owner Meeting and Obtain Approval. In addition to obtaining approval from Members for the terms of the attorney or law firm engagement agreement, the Association must obtain approval from Members holding eighty percent (80%) of the votes in the Association to provide the Notice described in *Section 12.05*, initiate the mandatory dispute resolution procedures set forth in this *Article 12*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Association to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Lot while the Claim is prosecuted; and (vii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the attorney who represents or will represent the Association in the Claim; (b) a member of the law firm of the attorney who represents or will represent the Association in the Claim; or (c) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 12.05*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

12.04 Claim by Lot Owners – Improvements on Lots. Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to a Lot Owner by the Declarant or a Homebuilder relating to the design or construction of any Improvements located on a Lot, then this *Article 12* will only apply to the extent that this *Article 12* is more restrictive than such Lot Owner's warranty, as determined in Declarant's sole discretion. If a warranty has not been provided to a Lot Owner relating to the design or construction of any Improvements located on a Lot, then this *Article 12* will apply. Class action proceedings are prohibited, and no Lot Owner shall be entitled to prosecute, participate, initiate, or join any litigation, arbitration or other proceedings as a class member or class representative in any such proceedings under this Declaration. If a Lot Owner brings a Claim, as defined in *Section 12.01*, relating to the design or construction of any Improvements located on a Lot (whether one or more), as a precondition to providing the Notice defined in *Section 12.05*, initiating the mandatory dispute resolution

procedures set forth in this *Article 12*, or taking any other action to prosecute a Claim, the Lot Owner must:

(a) Provide Notice of the Inspection. As provided in *Section 12.04(b)* below, an Owner Improvement Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Owner Improvement Report, the Owner must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Owner Improvement Report, the Improvements and areas of the Improvements to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

(b) Obtain an Owner Improvement Report.

The requirements related to the Owner Improvement Report set forth in this Section 12.04(b) are intended to provide assurance to the Claimant and Respondent that the substance and conclusions of the Owner Improvement Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Owner Improvement Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Owner Improvement Report is compromised.

Obtain a written independent third-party report for the Improvements (the “**Owner Improvement Report**”) from an Inspection Company. The Owner Improvement Report must include: (i) a description with photographs of the Improvements subject to the Claim; (ii) a description of the present physical condition of the Improvements; (iii) a detailed description of any modifications, maintenance, or repairs to the Improvements performed by the Owner or a third-party, including any Respondent; (iv) specific and detailed recommendations regarding remediation and/or repair of the Improvements. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Owner Improvement Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Benton County, Arkansas, and each such contractor providing the estimate must hold all necessary licenses as required by Applicable Law for the work to which the cost estimate relates.

The Owner Improvement Report must be obtained by the Owner. The Owner Improvement Report will not satisfy the requirements of this Section and is not an “independent” report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Owner or proposes to represent the Owner; (b) the costs and expenses for preparation of the Owner Improvement Report are not directly paid by the Owner to the

Inspection Company no later than the date the Owner Improvement Report is finalized and delivered to the Owner; or (c) the law firm or attorney that presently represents the Owner or proposes to represent the Owner has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Owner's agreement with the law firm or attorney) the Owner for the costs and expenses for preparation of the Owner Improvement Report. For avoidance of doubt, an "independent" report means that the Owner has independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Owner will directly pay for the report no later than the date the Owner Improvement Report is finalized and delivered to the Owner.

(c) Provide a Copy of Owner Improvement Report to all Respondents. Upon completion of the Owner Improvement Report, and in any event no later than three (3) days after the Owner has been provided a copy of the Owner Improvement Report, the Owner will provide a full and complete copy of the Owner Improvement Report to each Respondent. The Owner shall maintain a written record of each Respondent who was provided a copy of the Owner Improvement Report which will include the date the report was provided. The Owner Improvement Report shall be delivered to each Respondent by hand-delivery.

(d) Right to Cure Defects and/or Deficiencies Noted on Owner Improvement Report. Commencing on the date the Owner Improvement Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Owner Improvement Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Owner Improvement Report; and (iii) correct any condition identified in the Owner Improvement Report. As provided in *Section 10.07* above, the Declarant has an easement throughout the Property for itself, and its successors, assigns, architects, engineers, other design professionals, each Homebuilder, other builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Owner Improvement Report.

(e) Claims Pertaining to the Common Area. Pursuant to *Section 12.03* above, an Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. In the event that a court of competent jurisdiction or arbitrator determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area, such Owner shall be required, since a Claim affecting the Common Area could affect all Owners, as a precondition to providing the Notice defined in *Section 12.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 12*, or taking any other action to prosecute a Claim, to comply with the requirements imposed by the Association in accordance with

Section 12.03(b) (Provide Notice of Inspection), Section 12.03(c) (Obtain a Common Area Report), Section 12.03(d) (Provide a Copy of Common Area Report to all Respondents and Owners), Section 12.03(e) (Provide Right to Cure Defects and/or Deficiencies Noted on Common Area Report), Section 12.03(f) (Owner Meeting and Approval), and Section 12.05 (Notice).

12.05 Notice. Claimant must notify Respondent in writing of the Claim (the “**Notice**”), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent’s role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. The one hundred and twenty (120) day period for mediation set forth in *Section 12.07* below is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 12.07* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) if the Claim relates to the design or construction of the Common Area, a true and correct copy of the Common Area Report and any and all other reports, studies, analyses, and recommendations obtained by the Association related to the Common Area; (b) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (c) if the Claim relates to the design or construction of the Common Area, reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved the law firm and attorney and the written agreement between the Association and the law firm and/or attorney in accordance with *Section 12.03(a)*; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 12.03(f)* above; and (e) reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Areas, the Notice will also include a true and correct copy of the Common Area Report. If the Claimant is not the Association and relates to the design or construction of Improvements on a Lot, the Notice will also include a true and correct copy of the Owner Improvement Report.

12.06 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent’s receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent’s representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property.

12.07 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such

other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 12.07*. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, Respondent or Claimant may initiate arbitration proceedings in accordance with *Section 12.08*.

12.08 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 12.08*.

(a) **Governing Rules.** If a Claim has not been resolved after mediation in accordance with *Section 12.07*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 12.08* and the American Arbitration Association (the “AAA”) Construction Industry Arbitration Rules and Mediation Procedures and, if applicable, the rules contained in the AAA Supplementary Procedures for Consumer Related Disputes, as each are supplemented or modified by the AAA (collectively, the Construction Industry Arbitration Rules and Mediation Procedures and AAA Supplementary Procedures for Consumer Related Disputes are referred to herein as the “AAA Rules”). In the event of any inconsistency between the AAA Rules and this *Section 12.08*, this *Section 12.08* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(i) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(ii) One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(iii) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) **Exceptions to Arbitration; Preservation of Remedies.** No provision of, nor the exercise of any rights under, this *Section 12.08* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to

seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 12.08*.

(d) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 12.08* and subject to *Section 12.09* below; provided, however, attorney's fees and costs may not be awarded by the arbitrator to either Claimant or Respondent. In all arbitration proceedings, the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Arkansas law; (ii) conclusions of law that are erroneous; (iii) an error of Applicable Law; or (iv) a cause of action or remedy not expressly provided under Applicable Law. In no event may an arbitrator award speculative, special, exemplary, treble, or punitive damages for any Claim.

(e) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in Benton County, Arkansas. Unless otherwise provided by this *Section 12.08*, the arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Arkansas Rules of Civil Procedure and Applicable Law. Claimant and Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law. In no event shall Claimant or Respondent discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

12.09 Allocation of Costs. Notwithstanding any provision in this Declaration to the contrary, each party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

12.10 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

12.11 Period of Limitation.

(a) For Actions by an Owner or Resident. The exclusive period of limitation for any of the Parties to bring any Claim, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Claim; or (iii) the applicable statute of limitations for such Claim. In the event that a court of competent jurisdiction determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area, the exclusive period of limitation for a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (a) two (2) years and one (1) day from the date that the Owner or the Association discovered or reasonably should have discovered evidence of the Claim; or (b) the applicable statute of limitations for such Claim. In no event shall this *Section 12.11(a)* be interpreted to extend any period of limitations.

(b) For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its manager, board members, officers or agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas, four (4) years and one (1) day from the date that the Association or its manager, board members, officers or agents discovered or reasonably should have discovered evidence of the Claim; or (iii) the applicable statute of limitations for such Claim. In no event shall this *Section 12.11(b)* be interpreted to extend any period of limitations.

(c) Funding the Resolution of Claims. The Association must levy a Special Assessment to fund the estimated costs to resolve a Claim pursuant to this *Article 12*. The Association may not use its annual operating income or reserve funds to fund the

costs to resolve a Claim unless the Association has previously established and funded a dispute resolution fund.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

D.R. HORTON - NW ARKANSAS, LLC,
an Arkansas limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 20____,
by _____ of
D.R. HORTON - NW ARKANSAS, LLC, an Arkansas limited liability company, on behalf of
said entity.

(SEAL)

Notary Public Signature

EXHIBIT "A"

PROPERTY DESCRIPTION

[TO BE INSERTED]

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



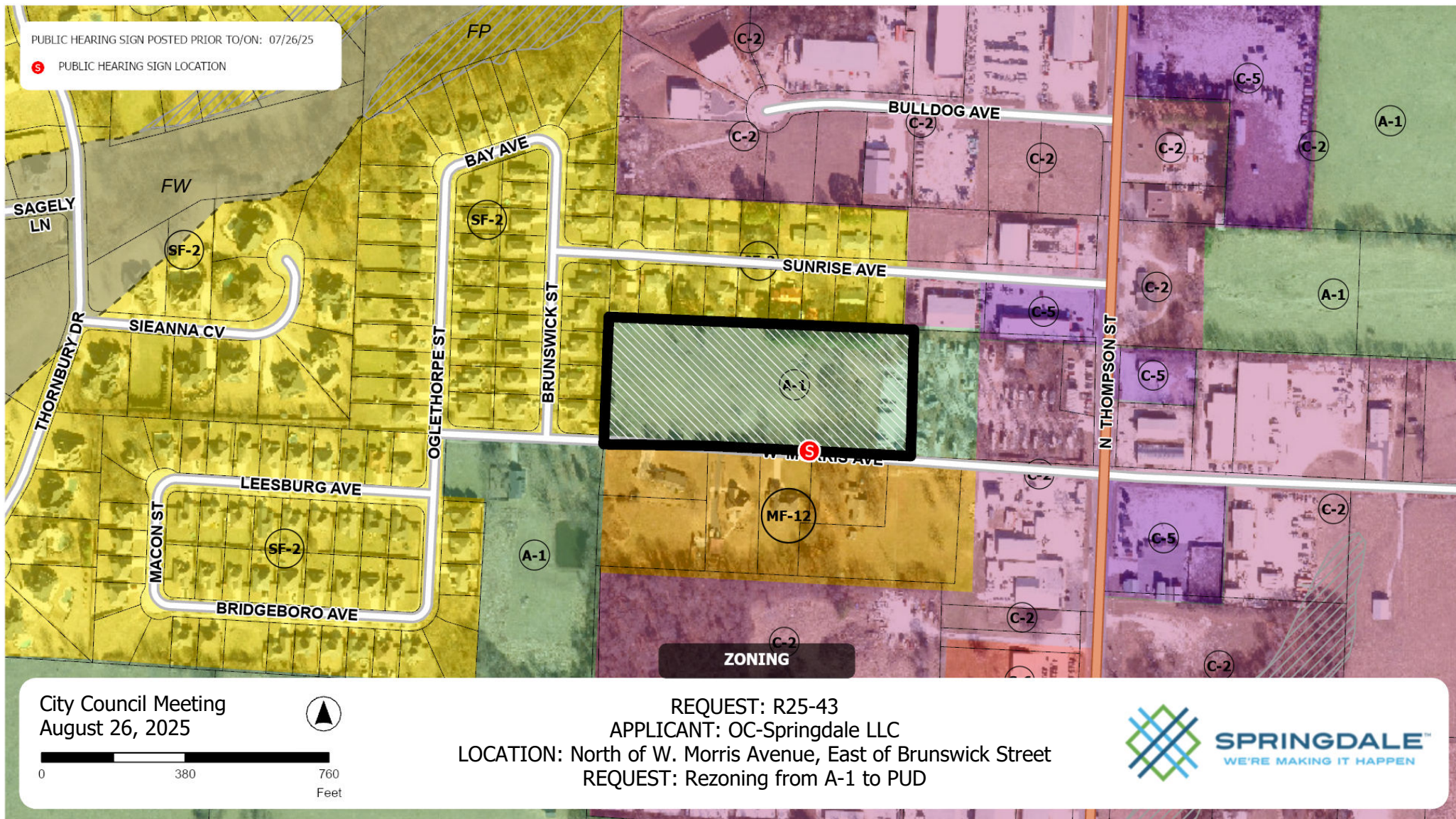
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REQUEST: R25-43
APPLICANT: OC-Springdale LLC
LOCATION: North of W. Morris Avenue, East of Brunswick Street
REQUEST: Rezoning from A-1 to PUD



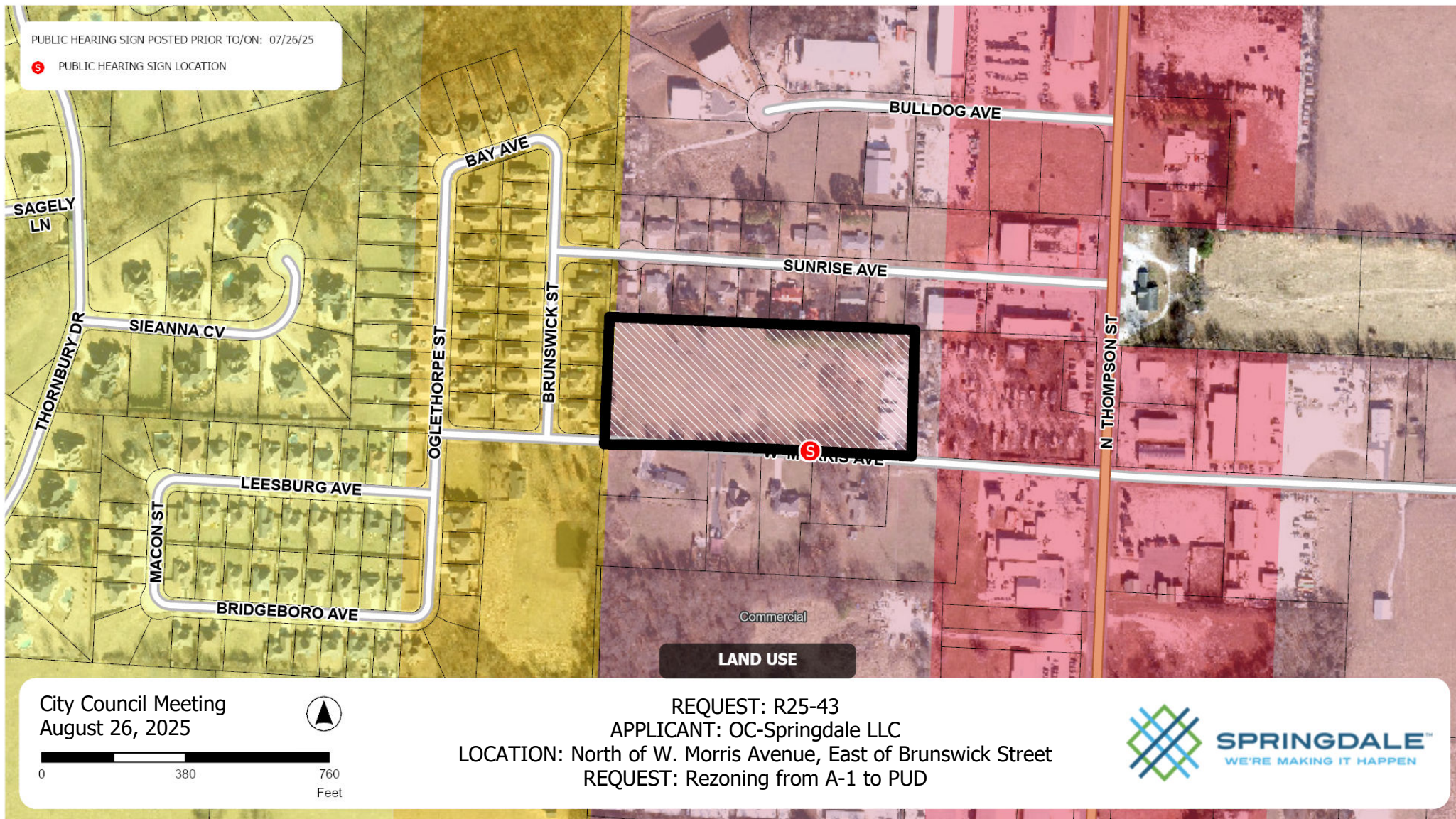
PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



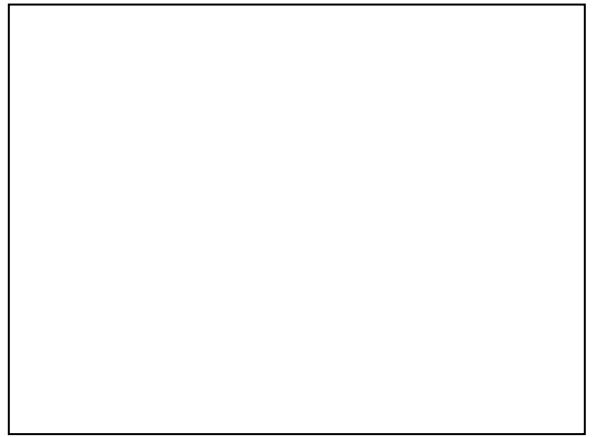
City Council Meeting
August 26, 2025



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Feet

REQUEST: R25-43
APPLICANT: OC-Springdale LLC
LOCATION: North of W. Morris Avenue, East of Brunswick Street
REQUEST: Rezoning from A-1 to PUD





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 (R25-44) CERTAIN LANDS LOCATED AT 2143 WORTH LANE FROM GENERAL COMMERCIAL DISTRICT (C-2) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, 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 August 5, 2025 for hearing the matter of a petition of Daniel Kramer requesting that the following described tract of real estate be rezoned from General Commercial District (C-2) to a Thoroughfare Commercial District (C-5).

Layman's Description: 2143 Worth Lane.

Legal Description:

A PART OF THE NE1/4 OF THE NW1/4 OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NE1/4 OF THE NW1/4; THENCE S87° 23'31"E 165.76 FEET; THENCE N02°26'26"E 755.52 FEET TO THE POINT OF BEGINNING; THENCE N02°26'26"E 162.18 FEET TO A CHISELED "X" IN CONCRETE; THENCE S87°34'16"E 154.90 FEET TO AN IRON PIN FOUND; THENCE S01°47'41"W 162.16 FEET TO AN IRON PIN FOUND; THENCE N87°34'48"W 156.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.58 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-44) from General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) zone.

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

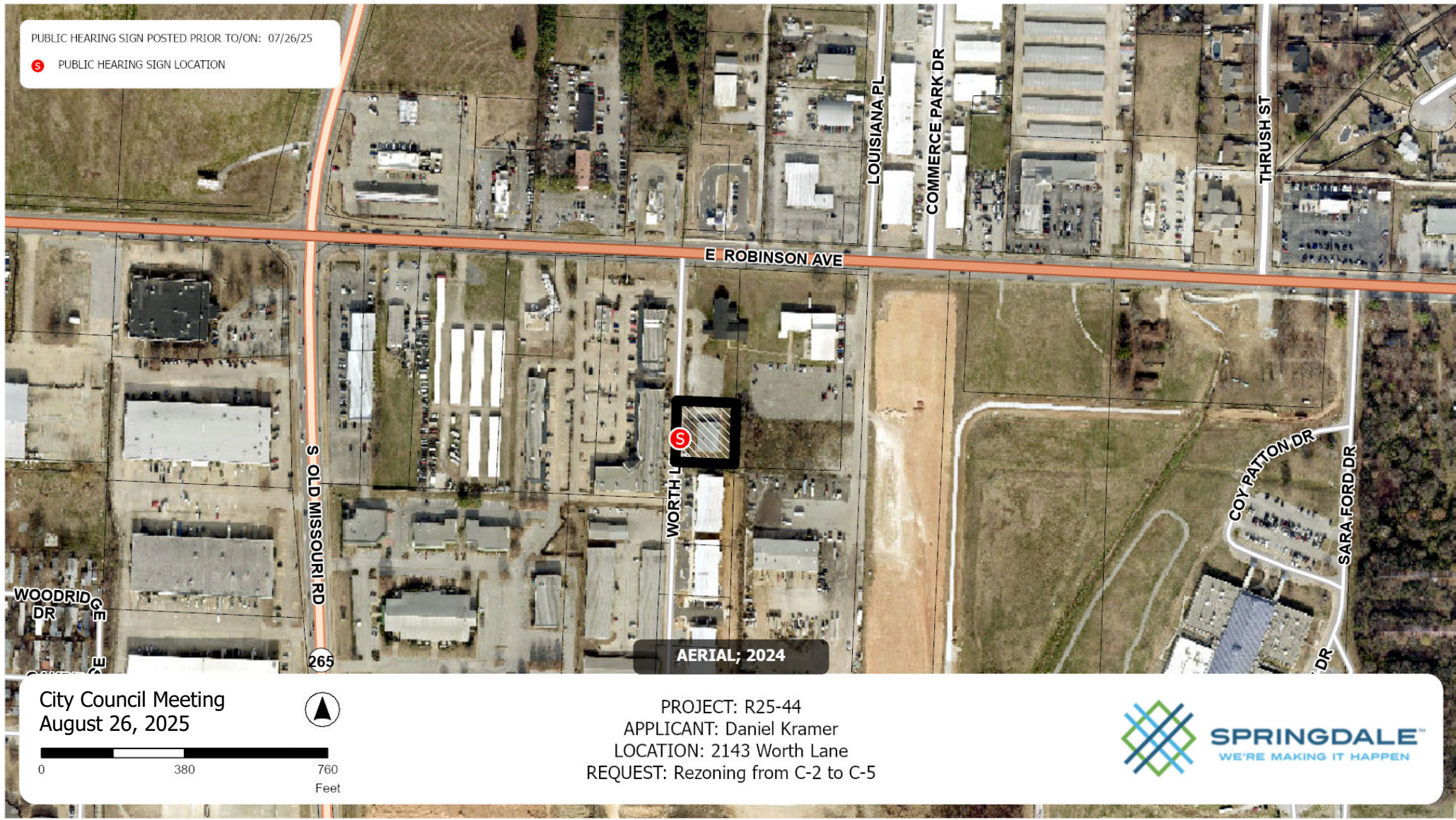
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



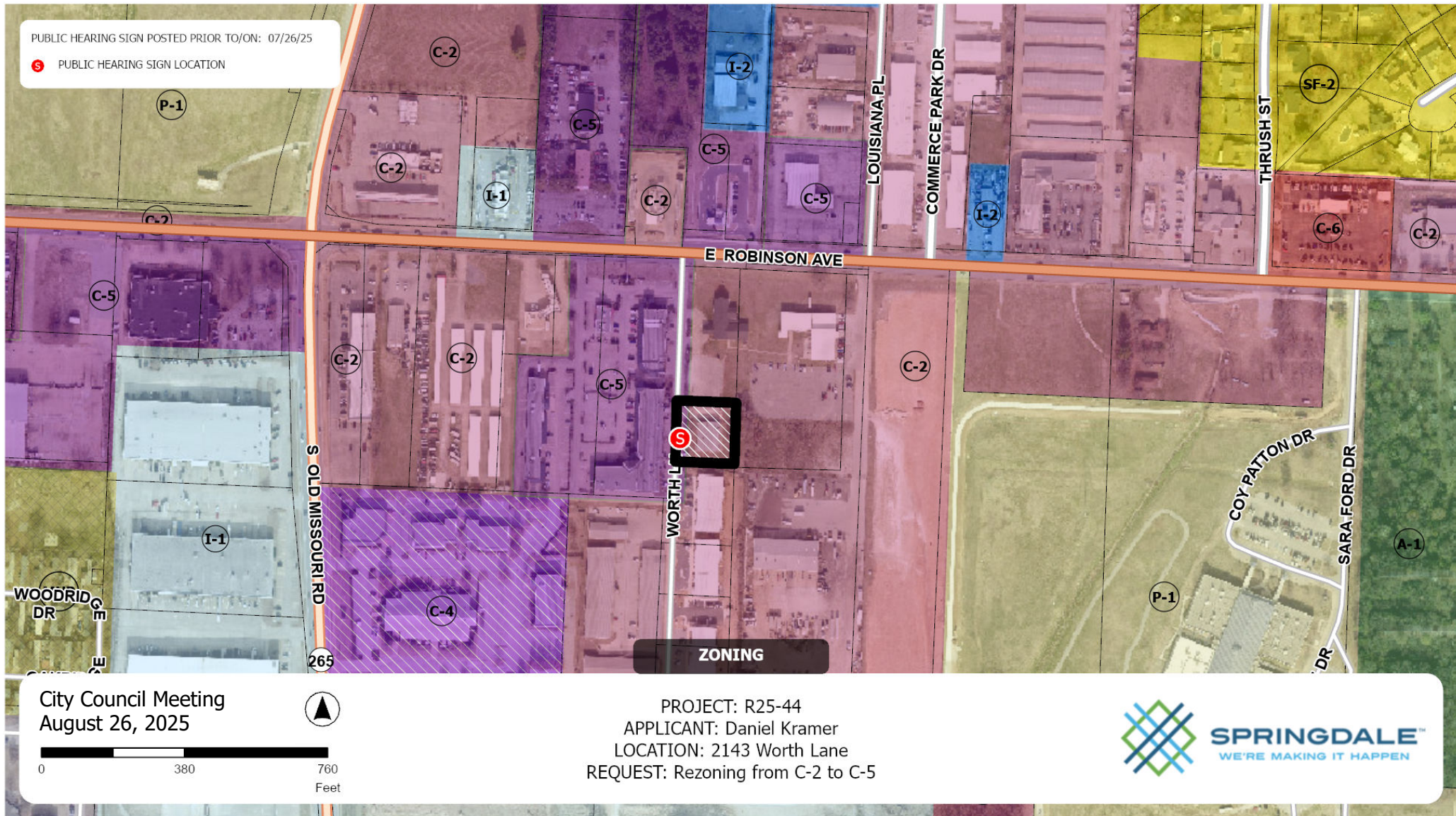
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PROJECT: R25-44
APPLICANT: Daniel Kramer
LOCATION: 2143 Worth Lane
REQUEST: Rezoning from C-2 to C-5



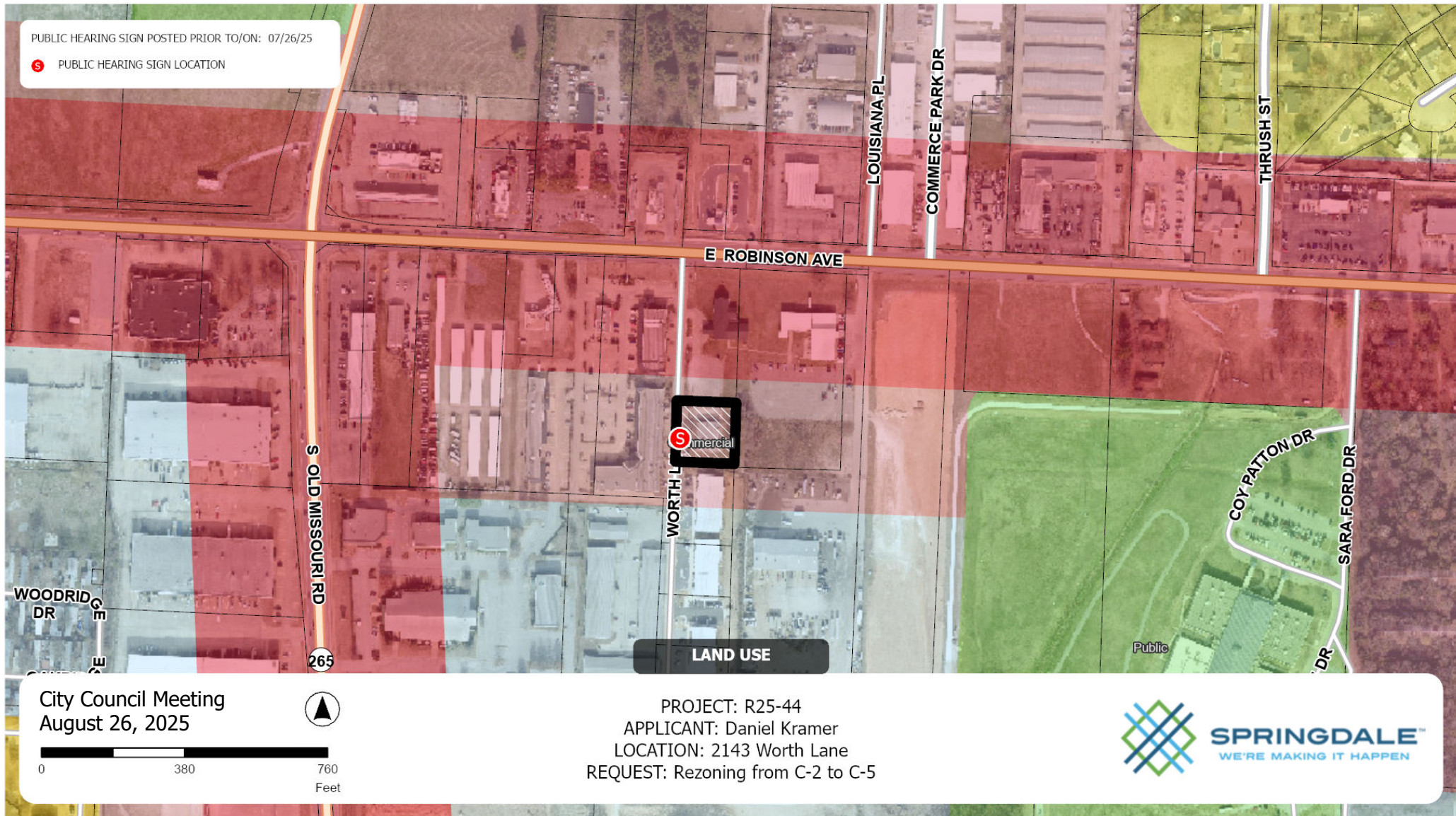
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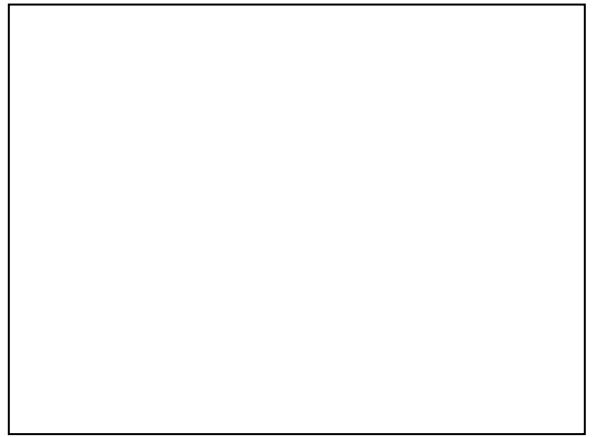
 PUBLIC HEARING SIGN LOCATION



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION





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 (R25-45) CERTAIN LANDS LOCATED AT 327 & 331 E. ROBINSON AVENUE & 555 GAGE PLACE FROM GENERAL COMMERCIAL DISTRICT (C-2) TO A LIGHT INDUSTRIAL DISTRICT (I-1) WITHIN SPRINGDALE, ARKANSAS, 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 August 5, 2025 for hearing the matter of a petition of J & J Edwards Limited Partnership, LLLP, ISC South, LLC, & 3E Development, LLC requesting that the following described tract of real estate be rezoned from General Commercial District (C-2) to a Light Industrial District (I-1).

Layman's Description: 327 & 331 E. Robinson Avenue & 555 Gage Place.

Legal Description:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°03'02"W 138.32' FROM THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S87°53'58"E 199.33', THENCE S02°04'31"W 521.64' TO AN EXISTING REBAR, THENCE S87°27'47"E 447.41', THENCE S03°28'33"W 182.77', THENCE N87°23'53"W 641.99', THENCE N02°03'04"E 702.15' TO THE POINT OF BEGINNING, CONTAINING 5.08 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-45) from General Commercial District (C-2) to a Light Industrial District (I-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From General Commercial District (C-2) to a Light Industrial District (I-1) zone.

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



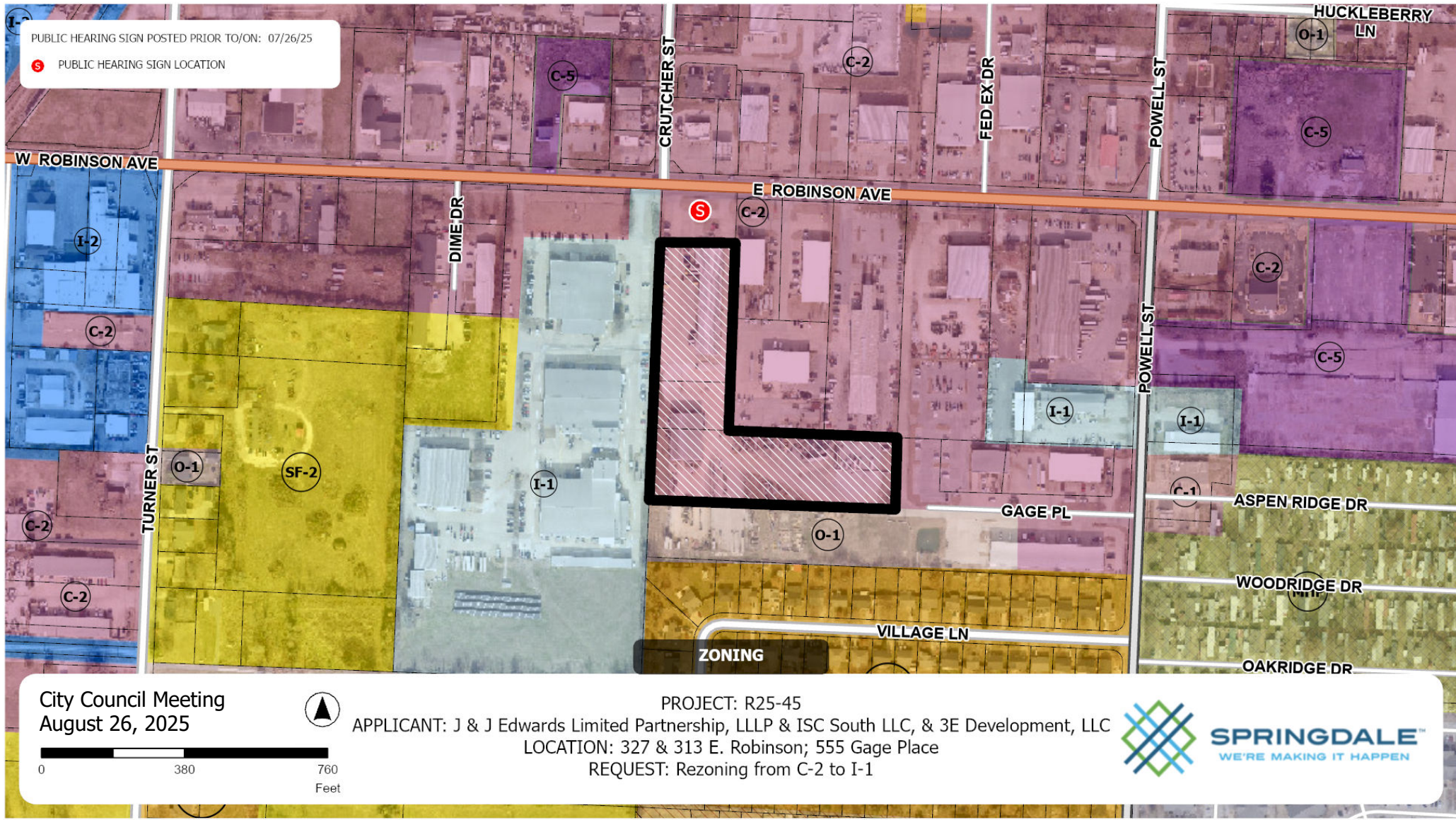
City Council Meeting
August 26, 2025



PROJECT: R25-45
APPLICANT: J & J Edwards Limited Partnership, LLP & ISC South LLC, & 3E Development, LLC
LOCATION: 327 & 313 E. Robinson; 555 Gage Place
REQUEST: Rezoning from C-2 to I-1



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City Council Meeting
August 26, 2025



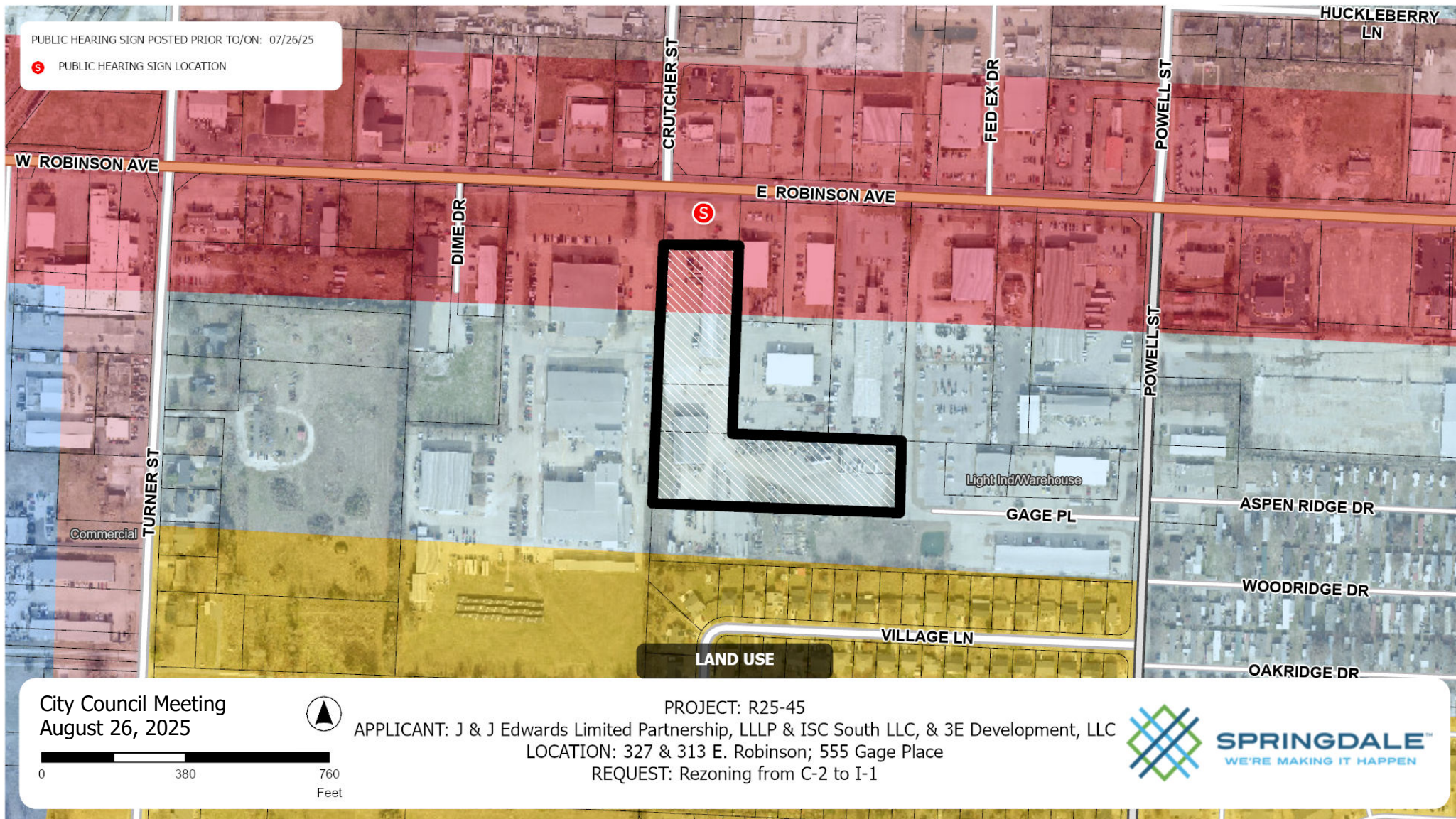
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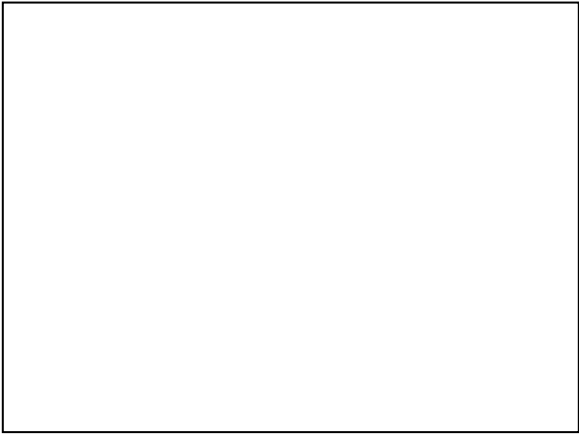
PROJECT: R25-45
APPLICANT: J & J Edwards Limited Partnership, LLLP & ISC South LLC, & 3E Development, LLC
LOCATION: 327 & 313 E. Robinson; 555 Gage Place
REQUEST: Rezoning from C-2 to I-1



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION





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 (R25-46) CERTAIN LANDS LOCATED AT 5950 W. SUNSET AVENUE FROM LARGE PRODUCT RETAIL SALES DISTRICT (C-6) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, 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 August 5, 2025 for hearing the matter of a petition of FRHP 8, LLC requesting that the following described tract of real estate be rezoned from Large Product Retail Sales District (C-6) to a Thoroughfare Commercial District (C-5).

Layman’s Description: 5950 W. Sunset Avenue.

Legal Description:

PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE FRACTIONAL SOUTHEAST QUARTER (FRL. SE 1/4) OF THE FRACTIONAL NORTHEAST QUARTER (FRL. NE 1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY NO. 412 (OLD HIGHWAY 68) WHICH IS 35 FEET NORTH AND 3.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID FRACTIONAL TEN (10) ACRE TRACT, THENCE NORTH 563.50 FEET; THENCE EAST 309 FEET; THENCE SOUTH 546.50 FEET OR TO THE NORTH RIGHT OF WAY LINE OF HIGHWAY 412 (OLD HIGHWAY 68), THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF HIGHWAY 412 (OLD HIGHWAY 68), 310.50 FEET, OR TO THE POINT OF BEGINNING.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-46) from Large Product Retail Sales District (C-6) to a Thoroughfare Commercial District (C-5) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From Large Product Retail Sales District (C-6) to a Thoroughfare Commercial District (C-5) zone.

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



AERIAL; 2024

City Council Meeting
August 26, 2025



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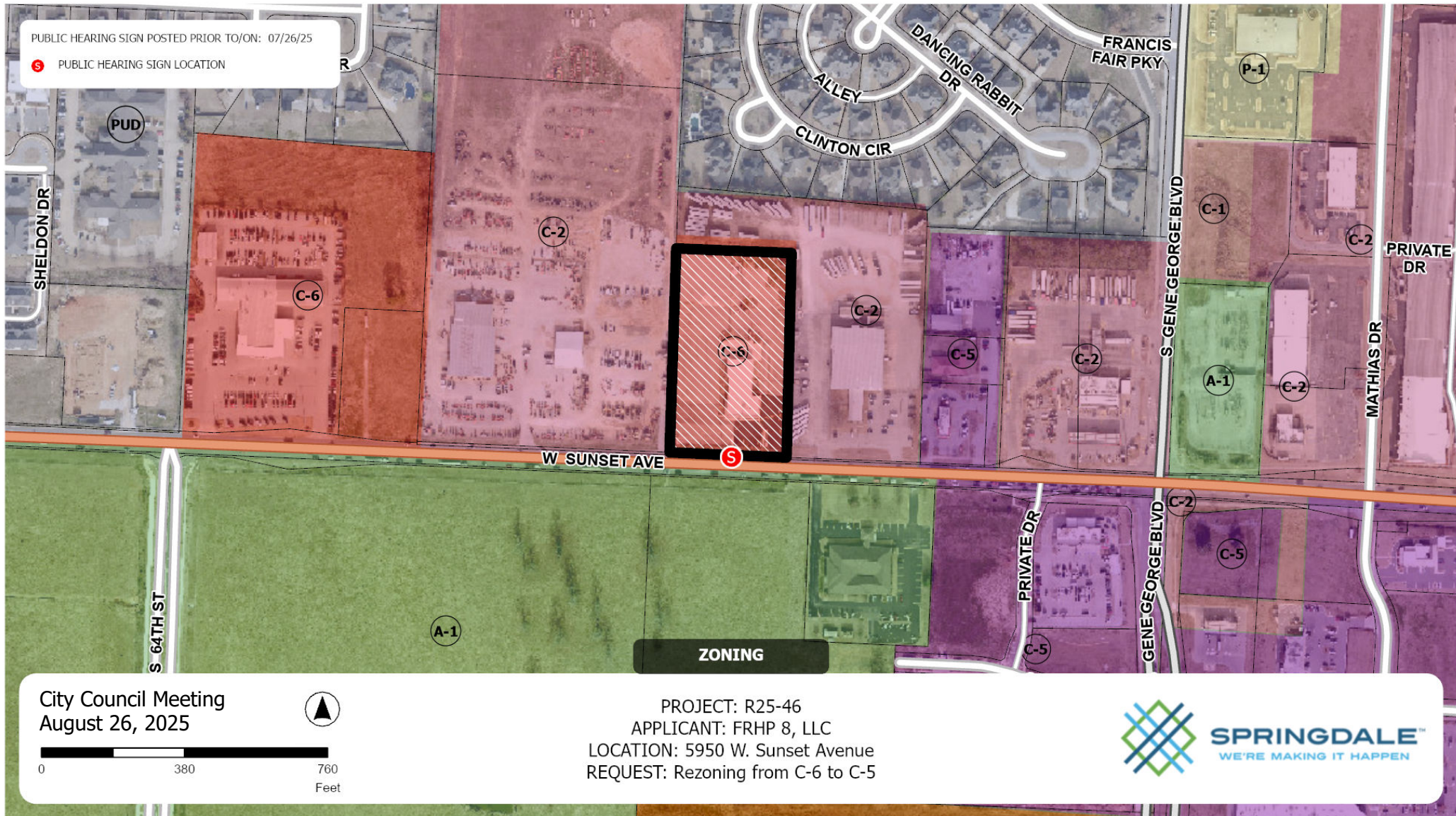
PROJECT: R25-46
APPLICANT: FRHP 8, LLC
LOCATION: 5950 W. Sunset Avenue
REQUEST: Rezoning from C-6 to C-5



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



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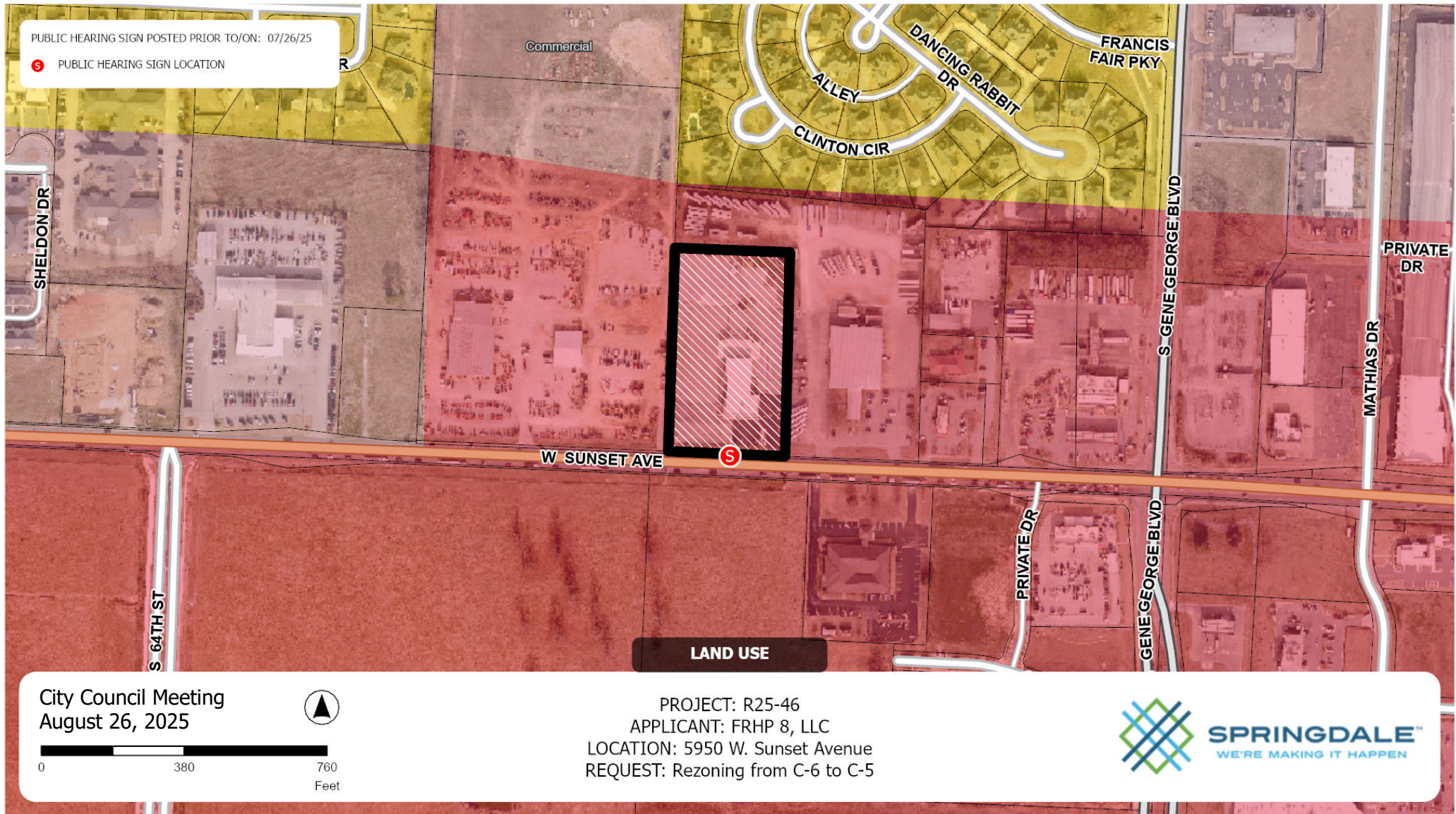
PROJECT: R25-46
APPLICANT: FRHP 8, LLC
LOCATION: 5950 W. Sunset Avenue
REQUEST: Rezoning from C-6 to C-5

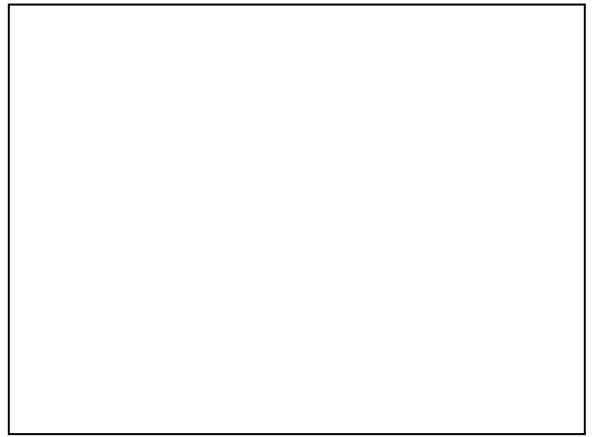


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PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION





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 (R25-47) CERTAIN LANDS LOCATED AT EAST OF 1581 E. EMMA AVENUE FROM LIGHT INDUSTRIAL DISTRICT (I-1) TO A MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16) WITHIN SPRINGDALE, ARKANSAS, 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 August 5, 2025 for hearing the matter of a petition of Rodeo Partners, LLC requesting that the following described tract of real estate be rezoned from Light Industrial District (I-1) to a Medium/High Density Multi-Family Residential District (MF-16).

Layman's Description: East of 1581 E. Emma Avenue.

Legal Description:

PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31). TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SW 1/4 OF THE SE 1/4 OF SECTION 31, SAID POINT BEING A FOUND RAILROAD SPIKE; THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF THE SE 1/4, S87°33'59"E A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND COTTON PICKER SPINDLE; THENCE CONTINUING S87 33'59"E A DISTANCE OF 380.10 FEET TO A FOUND CONCRETE NAIL: THENCE LEAVING SAID NORTH LINE. S02°17'47"W A DISTANCE OF 1319.11 FEET TO A SET IRON PIN WITH CAP 'PLS 1156"; THENCE N87°41'17"W A DISTANCE

OF 412.90 FEET TO THE SOUTHWEST CORNER OF SAID SW 1/4 OF THE SE 1/4, SAID POINT BEING A FOUND 5/8 INCH REBAR; THENCE ALONG THE WEST LINE OF SAID SW 1/4 OF THE SE 1/4, N02°50'52"E A DISTANCE OF 970. 14 FEET TO A FOUND IRON PIN WITH CAP "PLS 1429": THENCE S87°51'15"E A DISTANCE OF 20.10 FEET TO A SET IRON PIN WITH CAP 'PLS 1156"; THENCE NO2°50'52"E A DISTANCE OF 349.78 FEET TO THE POINT OF BEGINNING, CONTAINING 12.15 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF EMMA AVENUE ON THE NORTH SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-47) from Light Industrial District (I-1) to a Medium/High Density Multi-Family Residential District (MF-16) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From Light Industrial District (I-1) to a Medium/High Density Multi-Family Residential District (MF-16) zone.

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



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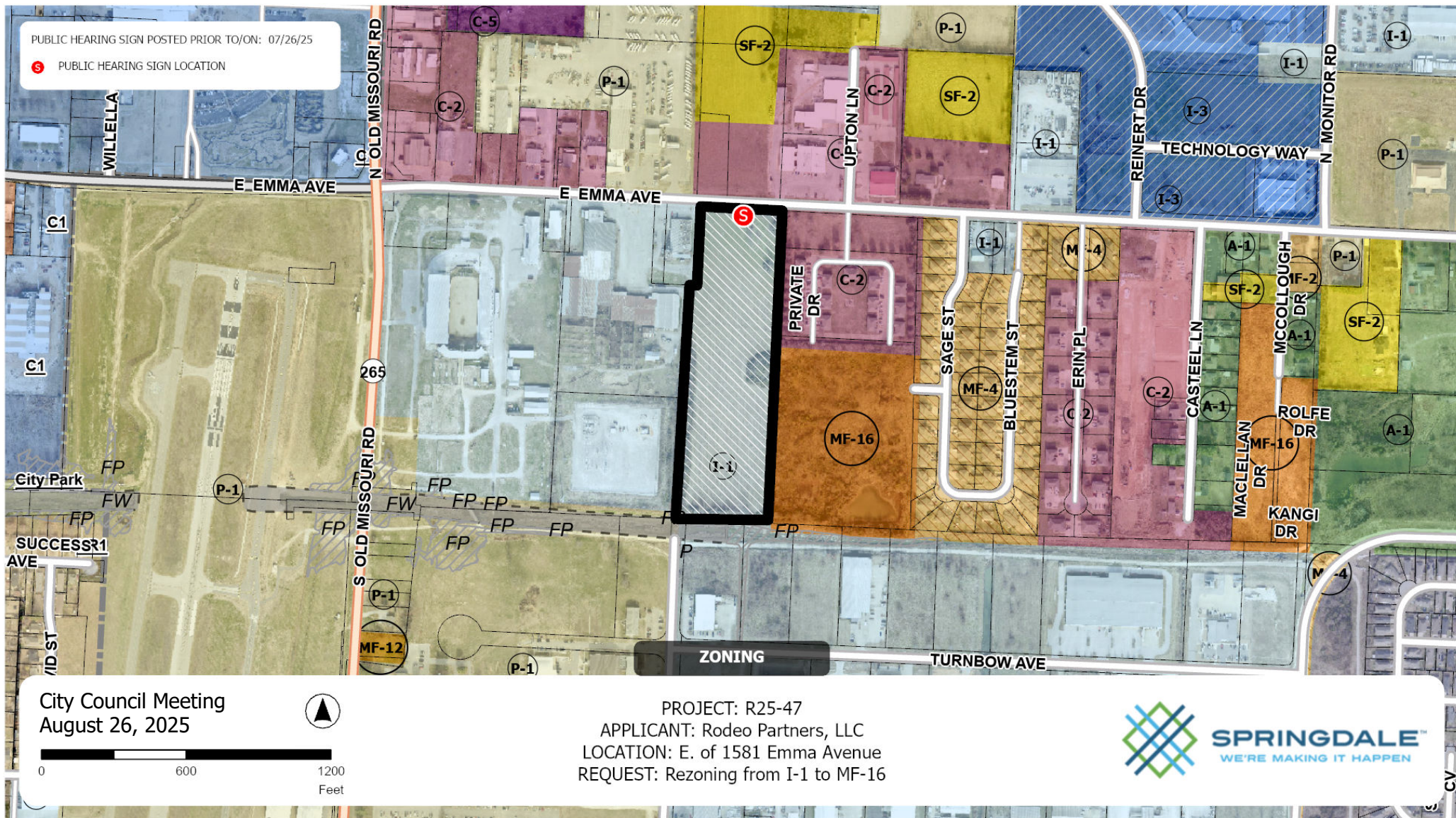
PROJECT: R25-47
APPLICANT: Rodeo Partners, LLC
LOCATION: E. of 1581 Emma Avenue
REQUEST: Rezoning from I-1 to MF-16



SPRINGDALE™
WE'RE MAKING IT HAPPEN

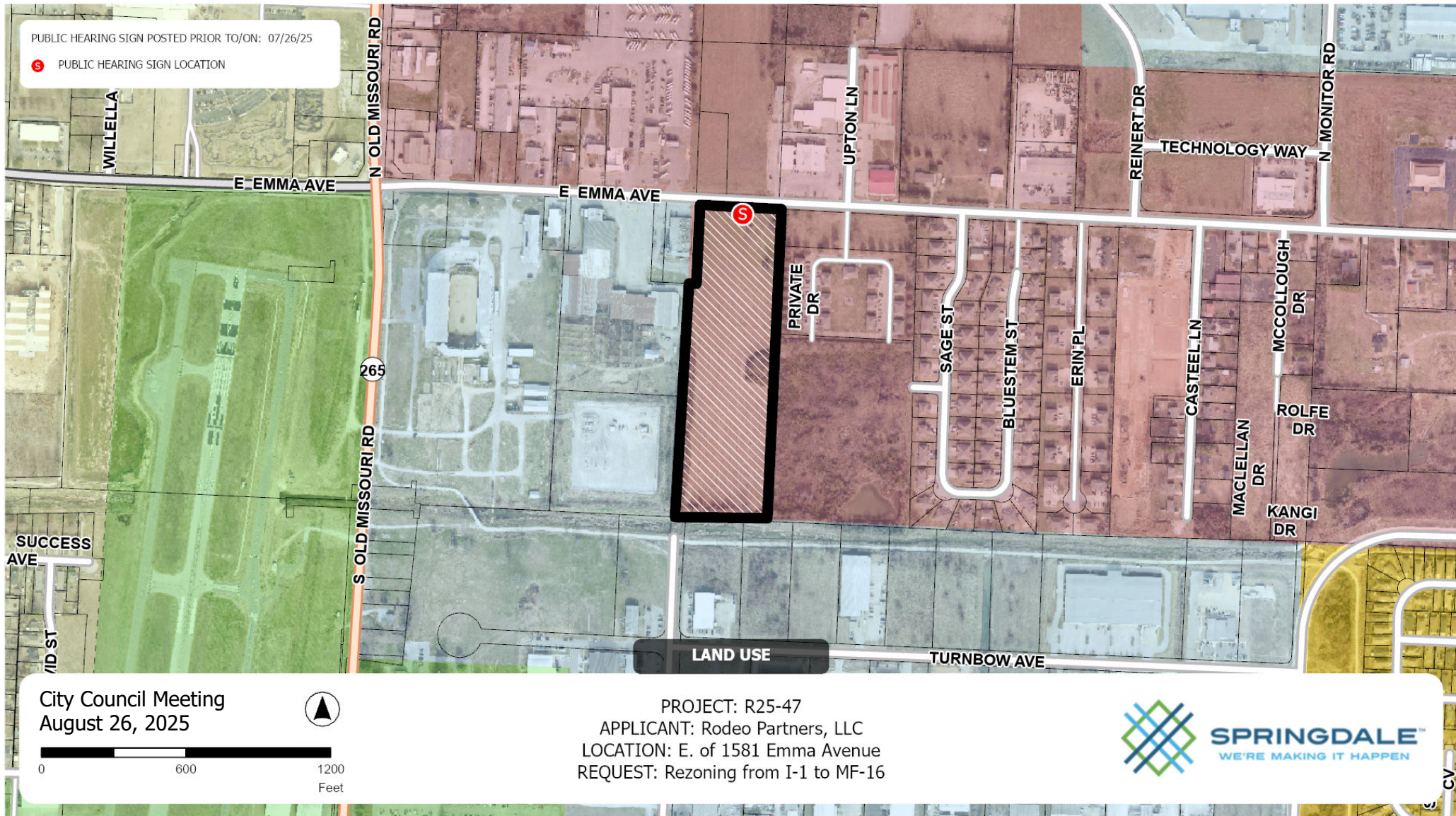
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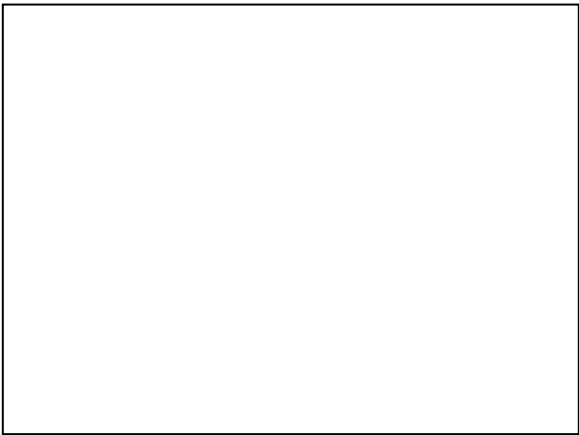
City Council Meeting
August 26, 2025



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PROJECT: R25-47
APPLICANT: Rodeo Partners, LLC
LOCATION: E. of 1581 Emma Avenue
REQUEST: Rezoning from I-1 to MF-16





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 (R25-48) CERTAIN LANDS LOCATED AT THE SOUTH END OF JENNIFER TERRACE FROM GENERAL COMMERCIAL DISTRICT (C-2) TO A LARGE PRODUCT RETAIL SALES DISTRICT (C-6) WITHIN SPRINGDALE, ARKANSAS, 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 August 5, 2025 for hearing the matter of a petition of Long-Lykins, LLC requesting that the following described tract of real estate be rezoned from General Commercial District (C-2) to a Large Product Retail Sales District (C-6).

Layman’s Description: South end of Jennifer Terrace.

Legal Description:

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM A 2" ALUMINUM MONUMENT AT THE NORTH QUARTER CORNER OF SECTION 16, T-17-N, R-30-W; THENCE S 02°33'46" W A DISTANCE OF 456.26' TO A FOUND 1/2" REBAR; THENCE S 02°33'45" E A DISTANCE OF 149.66' TO A FOUND 1/2" REBAR; THENCE S 02°33'46" W A DISTANCE OF 12.38' TO A FOUND 1/2" REBAR; THENCE N 85°15'07" W A DISTANCE OF 416.77' TO A POINT BEING THE POINT OF BEGINNING; THENCE S 00°00'00" E A DISTANCE OF 175.88' TO A POINT; THENCE S 90°00'00" W A DISTANCE OF 109.01' TO A POINT; THENCE N 02°26'23" E A DISTANCE OF 184.45' TO A FOUND 1/2" REBAR; THENCE S

85°15'07" E A DISTANCE OF 16.58' TO A POINT; THENCE S 01°44'23" W A DISTANCE OF 13.53' TO A POINT; THENCE S 85°00'31" E A DISTANCE OF 27.97' TO A POINT; THENCE N 04°57'32" E A DISTANCE OF 13.63' TO A POINT; THENCE S 85°15'07" E A DISTANCE OF 56.21' BACK TO THE POINT OF BEGINNING, HAVING AN AREA OF 18,557 SQUARE FEET AND 0.43 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-48) from General Commercial District (C-2) to a Large Product Retail Sales District (C-6) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From General Commercial District (C-2) to a Large Product Retail Sales District (C-6) zone.

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 _____, 2025.

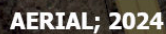
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

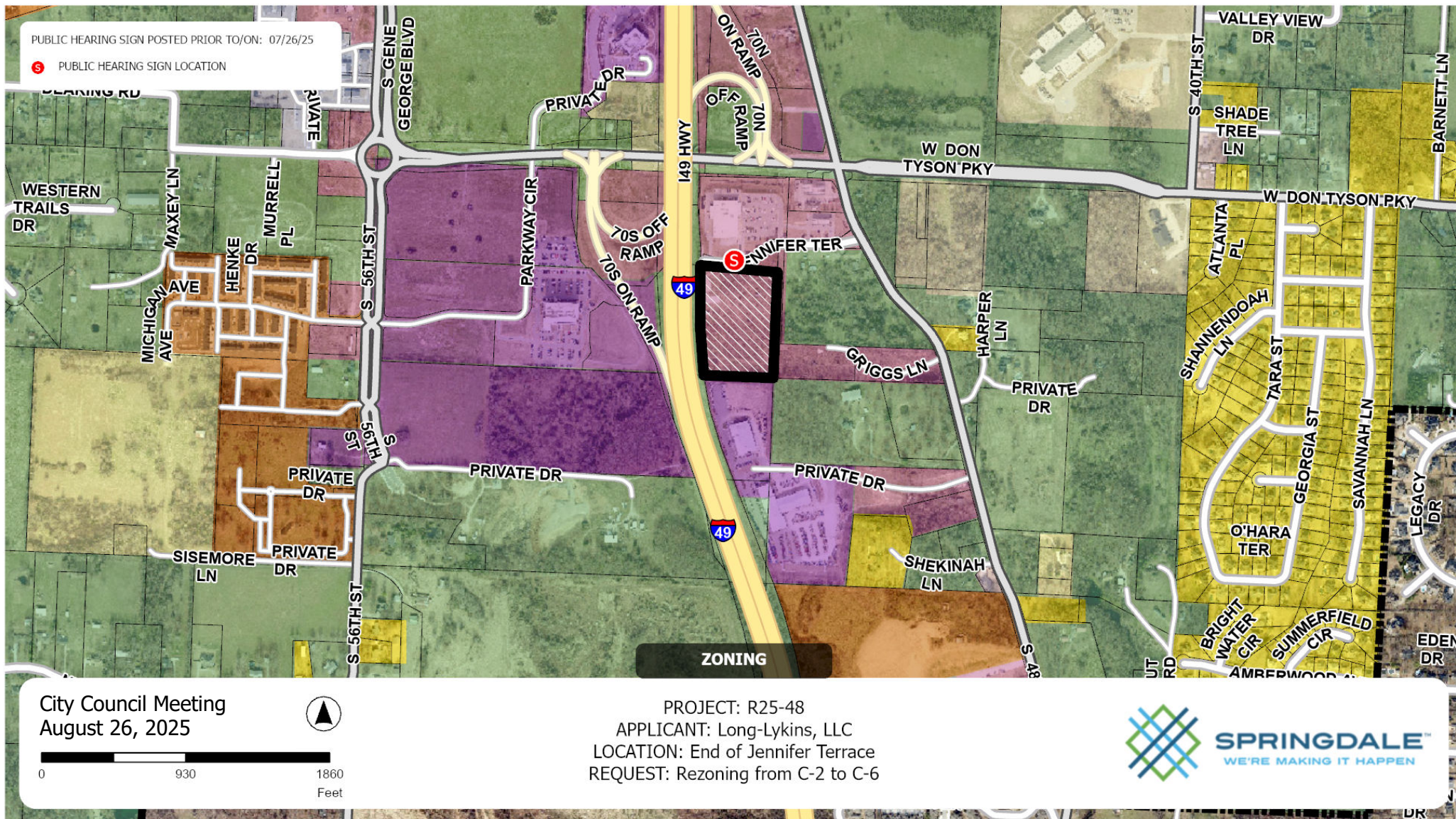
Ernest B. Cate, City Attorney

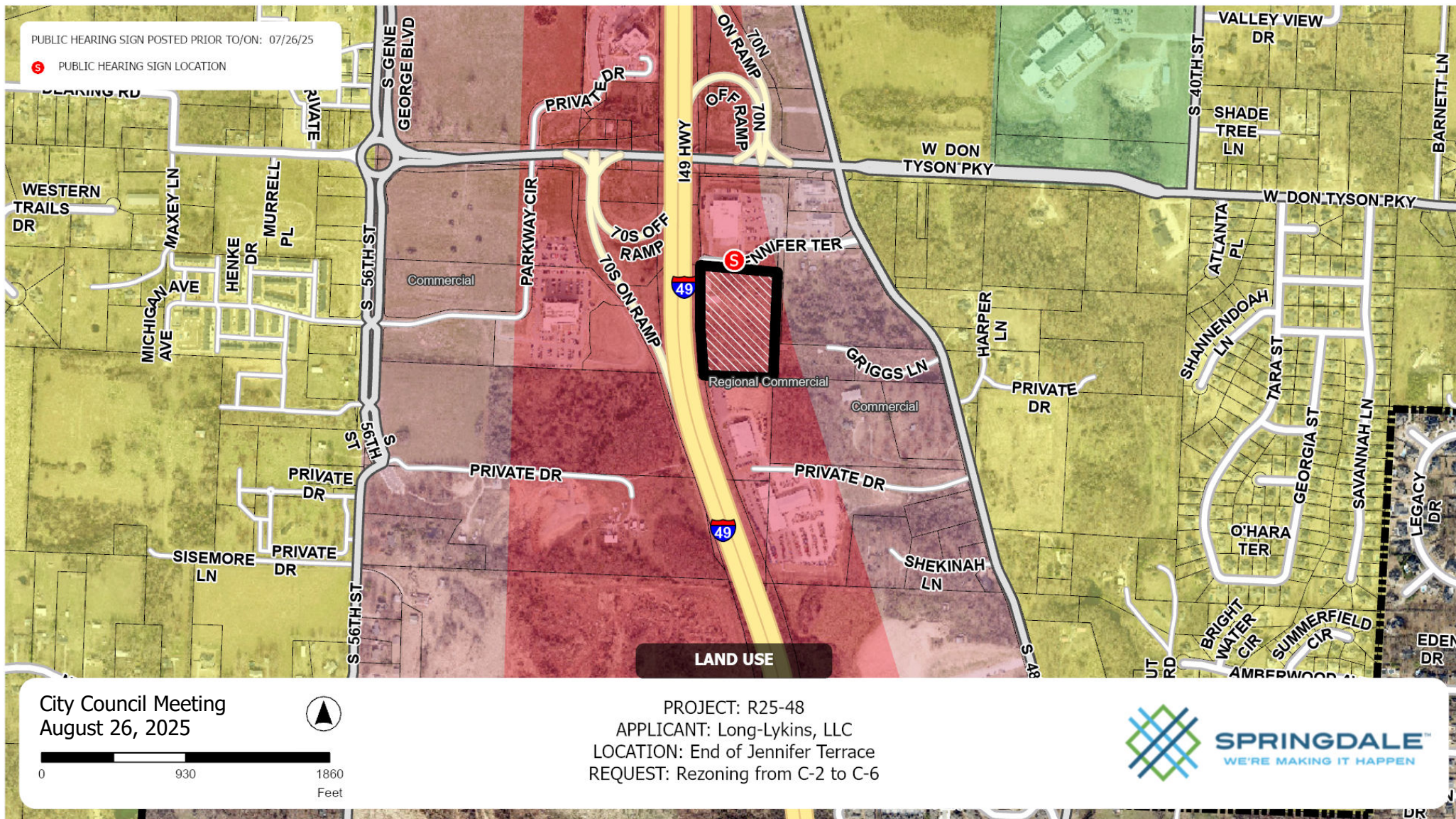
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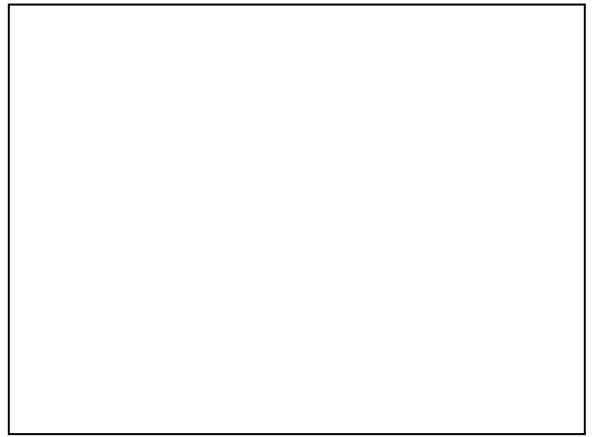
PROJECT: R25-48
APPLICANT: Long-Lykins, LLC
LOCATION: End of Jennifer Terrace
REQUEST: Rezoning from C-2 to C-6



SPRINGDALE
WE'RE MAKING IT HAPPEN







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 (R25-49) CERTAIN LANDS LOCATED AT 1310 OAK GROVE ROAD FROM NEIGHBORHOOD OFFICE DISTRICT (O-1) TO A GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, 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 August 5, 2025 for hearing the matter of a petition of Harold Floyd & Billie Sue Harmon Revocable Living Trust requesting that the following described tract of real estate be rezoned from Neighborhood Office District (O-1) to a General Commercial District (C-2).

Layman's Description: 1310 Oak Grove Road.

Legal Description:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH OF RANGE 30 WEST, AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SAID 40-ACRE TRACT AND RUNNING THENCE NORTH 200 FEET; THENCE WEST 405 FEET; THENCE SOUTH 200 FEET; THENCE EAST 405 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.86 ACRES, MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-49) from Neighborhood Office District (O-1) to a General Commercial District (C-2) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that

unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From Neighborhood Office District (O-1) to a General Commercial District (C-2) zone.

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025

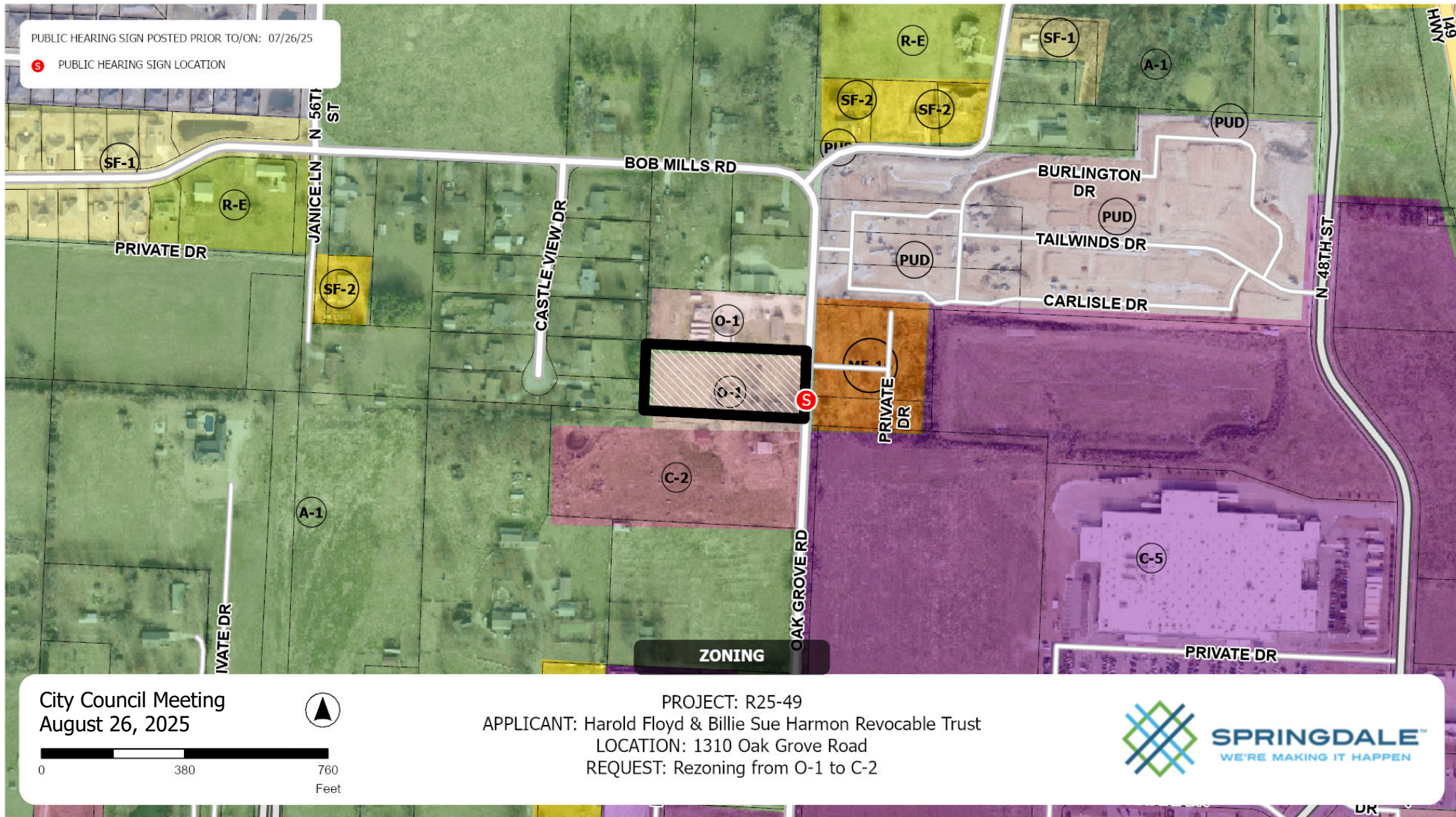


PROJECT: R25-49
APPLICANT: Harold Floyd & Billie Sue Harmon Revocable Trust
LOCATION: 1310 Oak Grove Road
REQUEST: Rezoning from O-1 to C-2



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



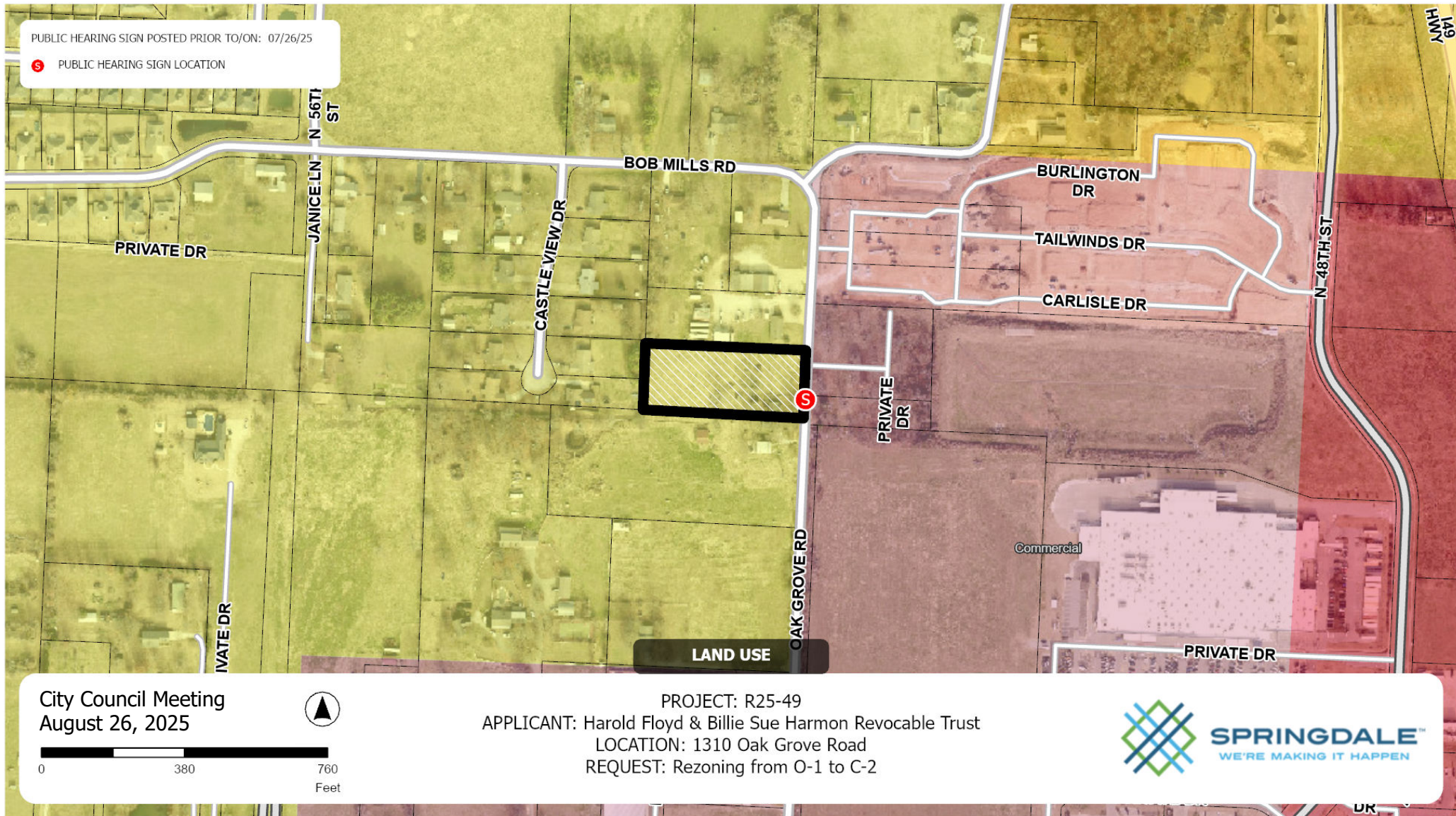
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Feet

PROJECT: R25-49
APPLICANT: Harold Floyd & Billie Sue Harmon Revocable Trust
LOCATION: 1310 Oak Grove Road
REQUEST: Rezoning from O-1 to C-2



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



0 380 760
Feet

PROJECT: R25-49
APPLICANT: Harold Floyd & Billie Sue Harmon Revocable Trust
LOCATION: 1310 Oak Grove Road
REQUEST: Rezoning from O-1 to C-2



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-25) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO GABRIEL QUIÑONEZ IN CONNECTION WITH 2357 REED AVENUE, A SINGLE-FAMILY DWELLING.

WHEREAS, Ordinance #3047 provides for the waiver (W25-25) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W25-25) of street improvements to Reed Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 2357 Reed Avenue, a single-family dwelling, 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 Reed Avenue, including sidewalks in connection with 2357 Reed Avenue, a single-family dwelling.

Option 2: Denies a waiver of street improvements to Reed Avenue, including sidewalks in connection with 2357 Reed Avenue, a single-family dwelling.

Option 3: Approves payment in lieu of improvements to Reed Avenue in connection with 2357 Reed Avenue, a single-family dwelling, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to Reed Avenue including sidewalks to be built in connection with 2357 Reed Avenue, a single-family dwelling.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

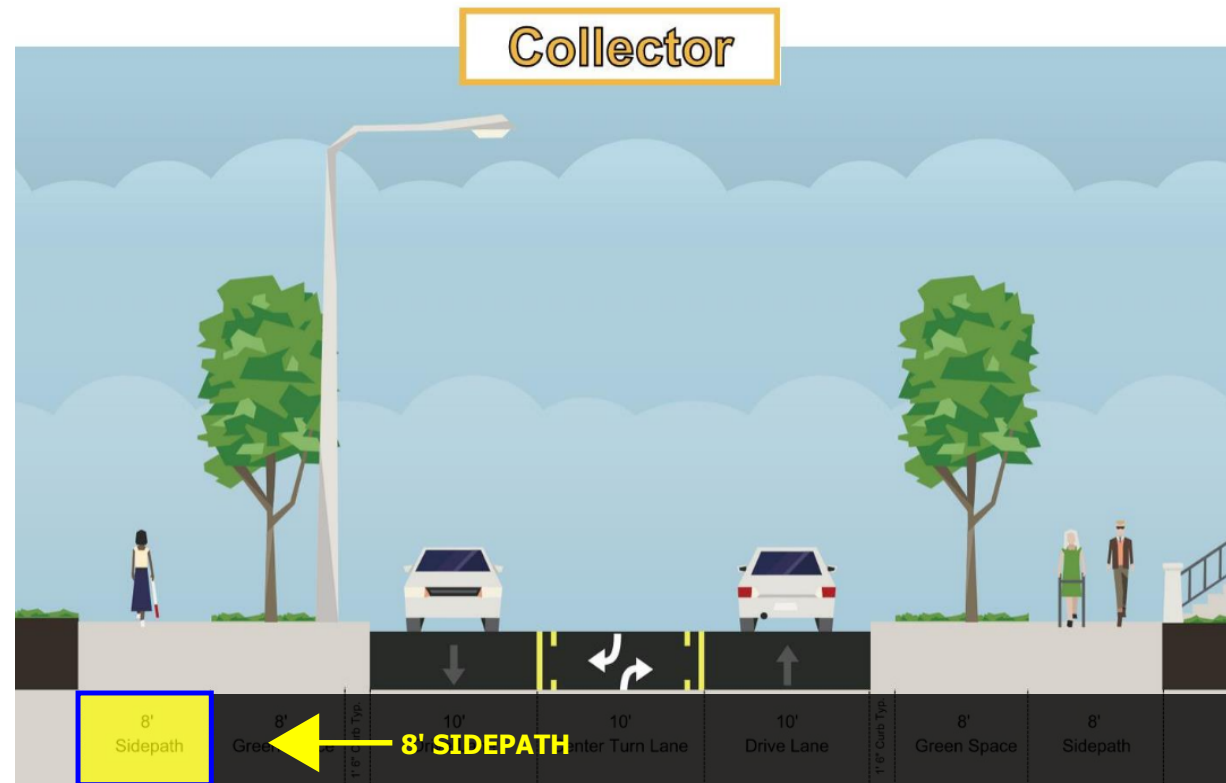
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



NOTE: APPLICANT ONLY RESPONSIBLE FOR THEIR SIDE OF THE STREET



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION

REED AVE



PRIMROSE LN

AERIAL; 2024

City Council Meeting
August 26, 2025



0 380 760
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PROJECT: W25-25
APPLICANT: Gabriel Quiñonez
LOCATION: 2357 Reed Avenue
REQUEST: Waiver of Street Improvements, Sidewalk



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-29) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO RED BARN BAKERY IN CONNECTION WITH N25-19, A NON-LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-29) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W25-29) of street improvements to East Robinson Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-19, a Non-Large-Scale Development, 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 East Robinson Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-19, a Non-Large-Scale Development.

Option 2: Denies a waiver of street improvements to East Robinson Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-19, a Non-Large-Scale Development.

Option 3: Approves payment in lieu of improvements to East Robinson Avenue in connection with N25-19, a Non-Large-Scale Development, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to East Robinson Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with N25-19, a Non-Large-Scale Development.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

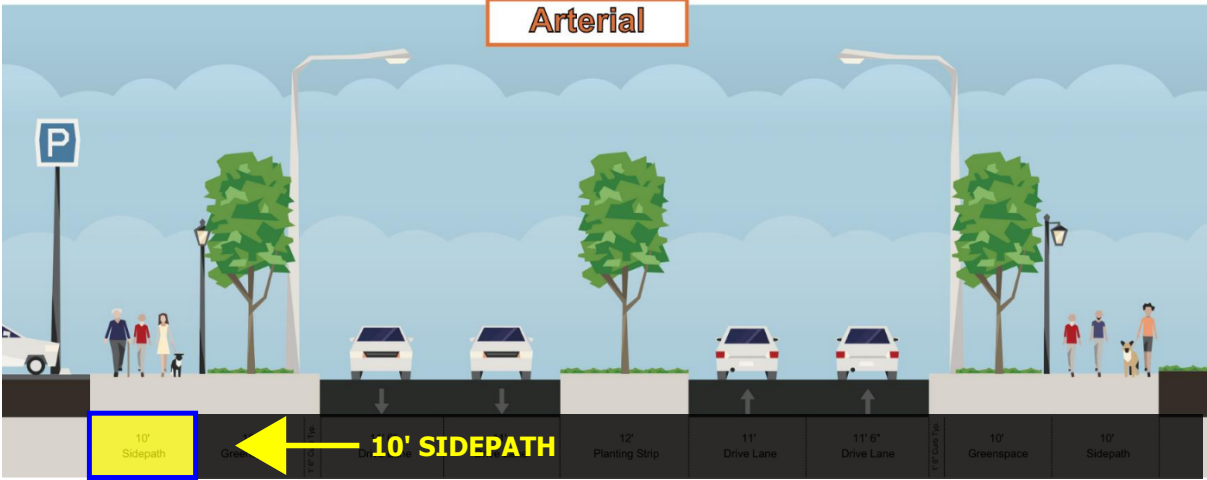
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



NOTE: APPLICANT ONLY RESPONSIBLE FOR THEIR SIDE OF THE STREET



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION



City Council Meeting
August 26, 2025



REQUEST: W25-29
APPLICANT: Red Barn Bakery
LOCATION: 2368 E. Robinson Avenue
REQUEST: Waiver of Street Improvements



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-30) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO THOMPSON BUILDING PARKING LOT IN CONNECTION WITH N25-21, A NON-LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-30) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W25-30) of street improvements to South Thompson Street and Churchill Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-21, a Non-Large-Scale Development, 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 South Thompson Street and Churchill Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-21, a Non-Large-Scale Development.

Option 2: Denies a waiver of street improvements to South Thompson Street and Churchill Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-21, a Non-Large-Scale Development.

Option 3: Approves payment in lieu of improvements to South Thompson Street and Churchill Avenue in connection with N25-21, a Non-Large-Scale Development, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to South Thompson Street and Churchill Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with N25-21, a Non-Large-Scale Development.

PASSED AND APPROVED this _____ day of _____, 2025.

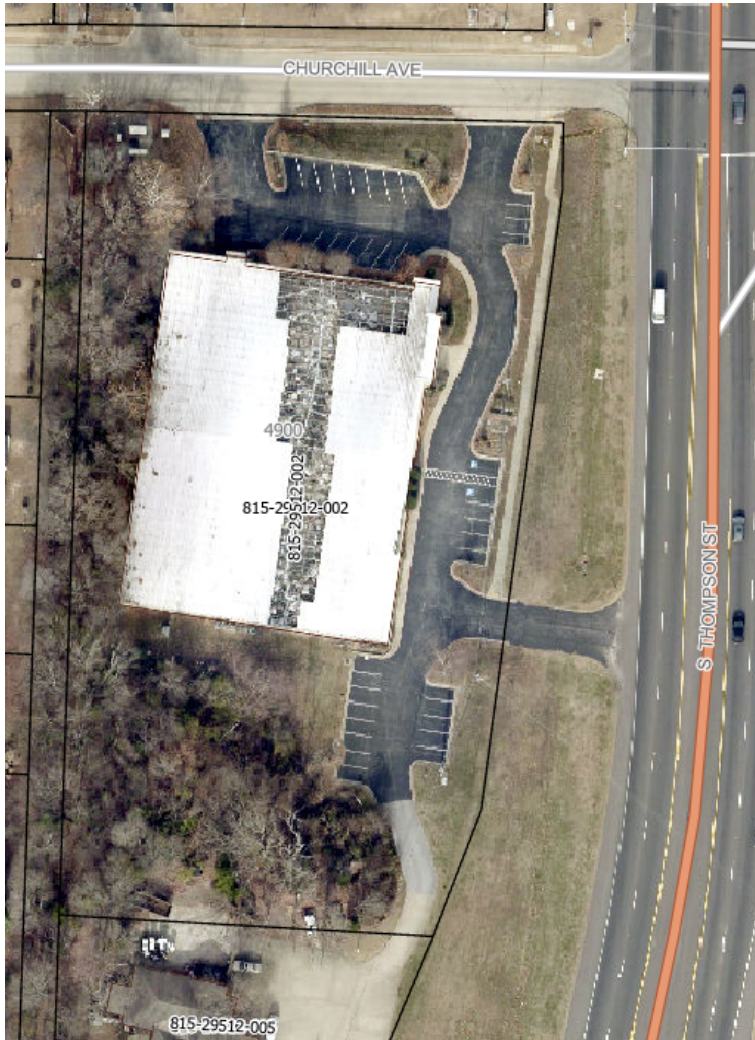
Doug Sprouse, Mayor

ATTEST:

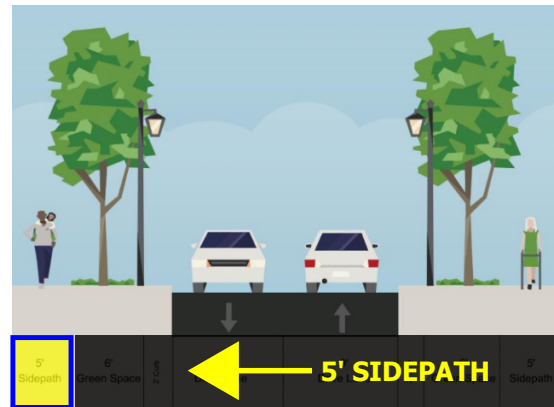
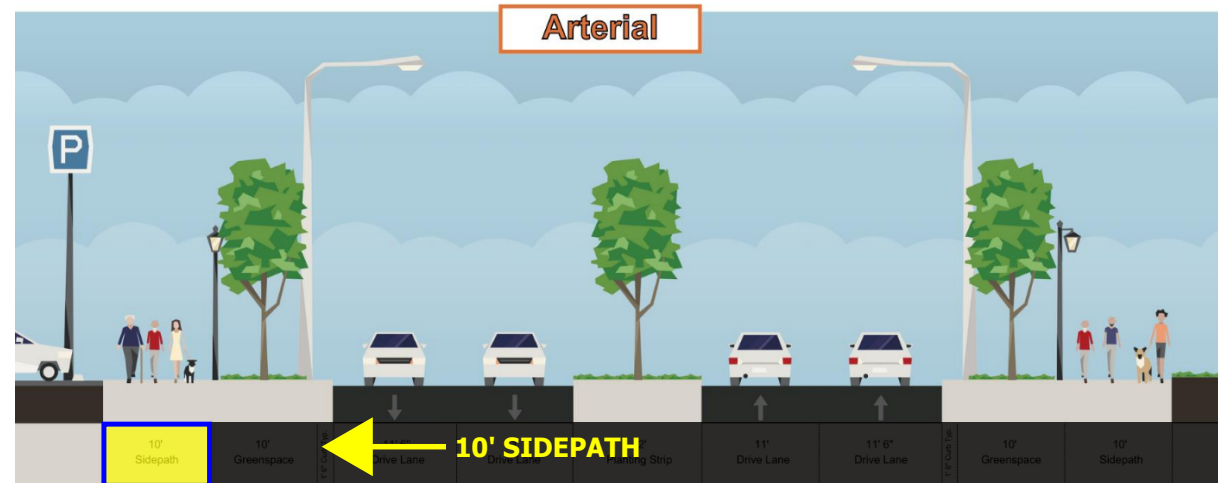
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



NOTE: APPLICANT ONLY RESPONSIBLE FOR THEIR SIDE OF THE STREET





RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-31) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO MANCIA PROPERTIES PARKING LOT IN CONNECTION WITH N25-23, A NON-LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-31) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W25-31) of street improvements to West Robinson Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-23, a Non-Large-Scale Development, and the Planning Commission recommends payment in lieu 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 West Robinson Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-23, a Non-Large-Scale Development.

Option 2: Denies a waiver of street improvements to West Robinson Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-23, a Non-Large-Scale Development.

Option 3: Approves payment in lieu of improvements to West Robinson Avenue in connection with N25-23, a Non-Large-Scale Development, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to West Robinson Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with N25-23, a Non-Large-Scale Development.

PASSED AND APPROVED this _____ day of _____, 2025.

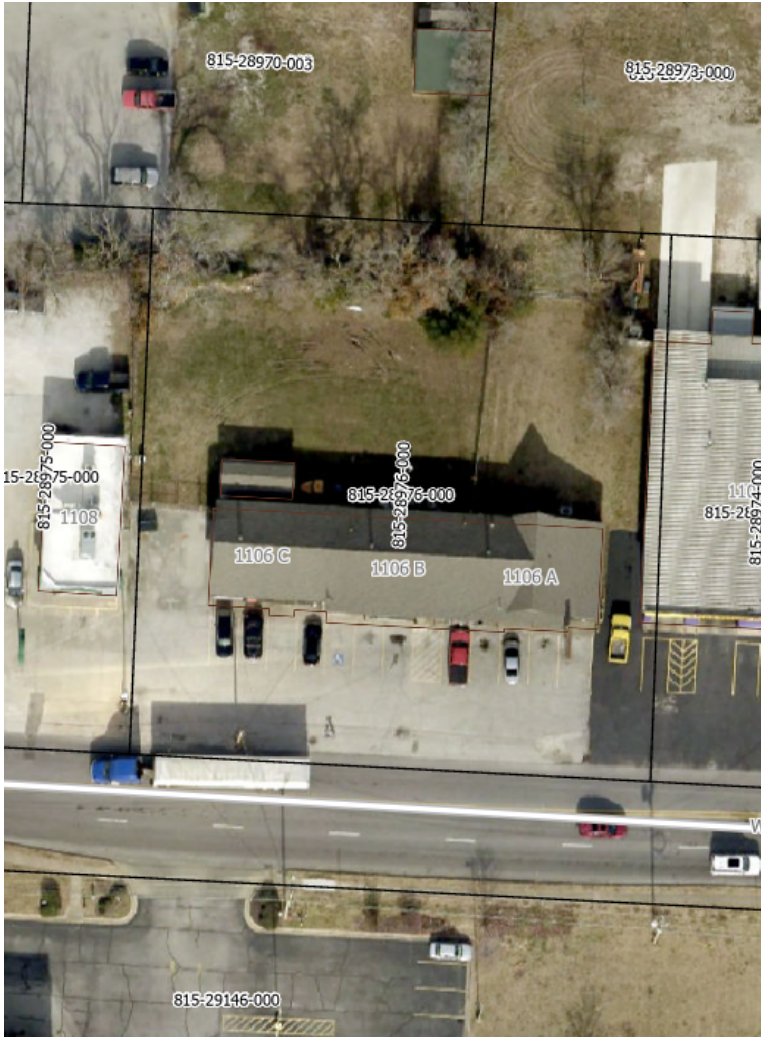
Doug Sprouse, Mayor

ATTEST:

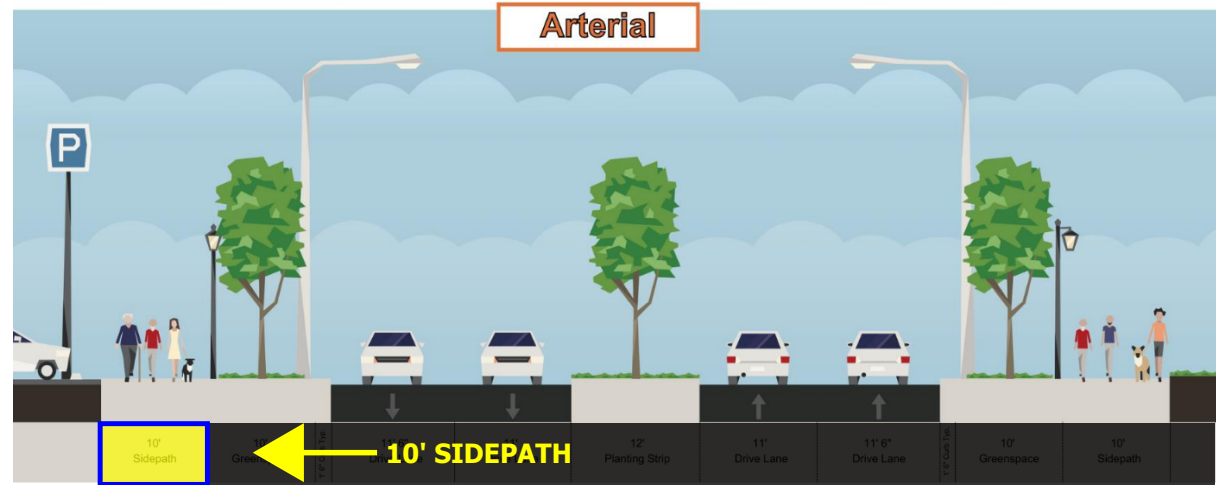
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



NOTE: APPLICANT ONLY RESPONSIBLE FOR THEIR SIDE OF THE STREET





City Council Meeting
August 26, 2025



0 240 480
Feet

PROJECT: W25-31
APPLICANT: Mancia Properties Parking Lot
LOCATION: 1106 W. Robinson Avenue
REQUEST: Waiver of Street Improvements, Sidewalk



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF
UTILITY EASEMENTS ACROSS PROPERTIES OWNED
BY THE CITY OF SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS FOR THE EAST EMMA AVENUE
STREETSCAPE PROJECT (PROJECT NO. 23BPS14).**

WHEREAS, the City of Springdale, Arkansas, owns property located at 400 Park Street, known as Tax Parcel No. 815-24901-000, Washington County, Arkansas;

WHEREAS, the City of Springdale, Arkansas, owns property located at 205 Park Street, known as Tax Parcel No. 815-24888-000, Washington County, Arkansas;

WHEREAS, the City of Springdale, Arkansas, owns property located at 900 East Emma Avenue, known as Tax Parcel No. 815-27556-000, Washington County, Arkansas (collectively "the Properties");

WHEREAS, the City of Springdale has undertaken the East Emma Avenue Streetscape Project (Project No. 23BPS14) on the Properties;

WHEREAS, as part of the Project, it is necessary that utility easements be granted to Springdale Water Utilities and other franchised utilities over and across the Properties as shown on the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute and authorize the dedication of the aforementioned easements 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 and authorize that utility easements be dedicated and granted to Springdale Water Utilities and other franchised utilities in connection with the East Emma Avenue Streetscape Project (Project No. 23BPS14), and as shown on the attached Exhibits across the Properties.

PASSED AND APPROVED this 26th day of August, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

UTILITY EASEMENT

PROJECT NO. 23BPS14
PARCEL NO.815-24901-000
TRACT NO. 023

STATE OF ARKANSAS
COUNTY OF Washington

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, The City of Springdale Arkansas, hereinafter called GRANTOR, for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto Springdale Water Utilities and other franchised utilities, its assigns and franchised utilities for the use of the public, hereinafter called GRANTEE, a permanent general utility easement to lay, construct, remove, reconstruct, enlarge, maintain, inspect, repair and operate utility lines, including electric, water, sewer, drainage and other utilities, and appurtenances thereto, and construct, alter or grade easement area as required, with right of way of ingress and egress to and from the same, on, over, and under the following described lands lying in WASHINGTON COUNTY, ARKANSAS, to-wit:

Property Description

All of Block Seven (7) in the Picnic Addition to Springdale, Arkansas, except the south one hundred seventy-five (175) feet of said block.

-AND

Part of the Southwest Quarter (SW¹/4) of the Southeast Quarter (SE¹/4) of Section Thirty-six (36) in Township Eighteen (18) North, of Range Thirty (30) West of the 5th P.M., described as beginning at a point 7 rods west and 175 feet north of the southeast corner of said fortyacre tract; thence west 15 feet; thence north 127 feet 10.8 inches; thence east 15 feet; thence south 127 feet 10.8 inches to the place of beginning.

As described in Document 2021-12056, of the records of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas.

Permanent Easement Description

See attached Exhibit "A".

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvements (other than wood fences, driveways, and paved parking areas) within the above described easements, and no trees shall be planted by Grantor or his successors on said easement. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, or structures which may be removed or disturbed within this permanent easement by virtue of Grantees' exercise of the rights under this agreement, unless agreed upon in writing among the Grantor and Grantee.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, fences, lawn or pastures that result from the exercise of rights and privileges contained within the easement and right of way described herein. Said damages to driveways, sidewalks, parking areas, fences, lawn or pastures shall be restored by Grantee as close as is reasonable to the original condition or in accordance with planned improvements.

It is further understood that Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way without the express written permission of Grantees.

Unless sooner terminated, this Utility Easement shall be perpetual unto Grantee, until Grantee abandons it.

In witness whereof, the undersigned Doug Sprouse, Mayor, has caused his name and seal to be affixed to this deed on this _____ day of _____, 2025.

By: _____

Mayor of Springdale, Arkansas

ACKNOWLEDGEMENT

STATE OF Arkansas

COUNTY OF Washington

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally Doug Sprouse to me well known as the person(s) who executed the foregoing Right of Way Grant, and that Doug Sprouse had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2025.

Notary Public

My commission expires _____

EXHIBIT "A"

UTILITY EASEMENT DESCRIPTION

CITY OF SPRINGDALE

A **0.01-acre** tract of land situated in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas), being part of a tract of land conveyed to City of Springdale as recorded in Deed File #2021-0001256 in the Public Records of Washington County, Arkansas and being described by metes and bounds based on bearings established from ArDOT Right-of-Way Map, HWY 68 North Widening & Grade Change, Job #A40076, as follows:

COMMENCING at the southwest corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 36;

THENCE with the South line of Section 36, South 87°15'01" East, 35.06 feet to the west right-of-way of Park Street;

THENCE with said west right-of-way, North 02°27'32" East, 259.64 feet to the **POINT OF BEGINNING**;

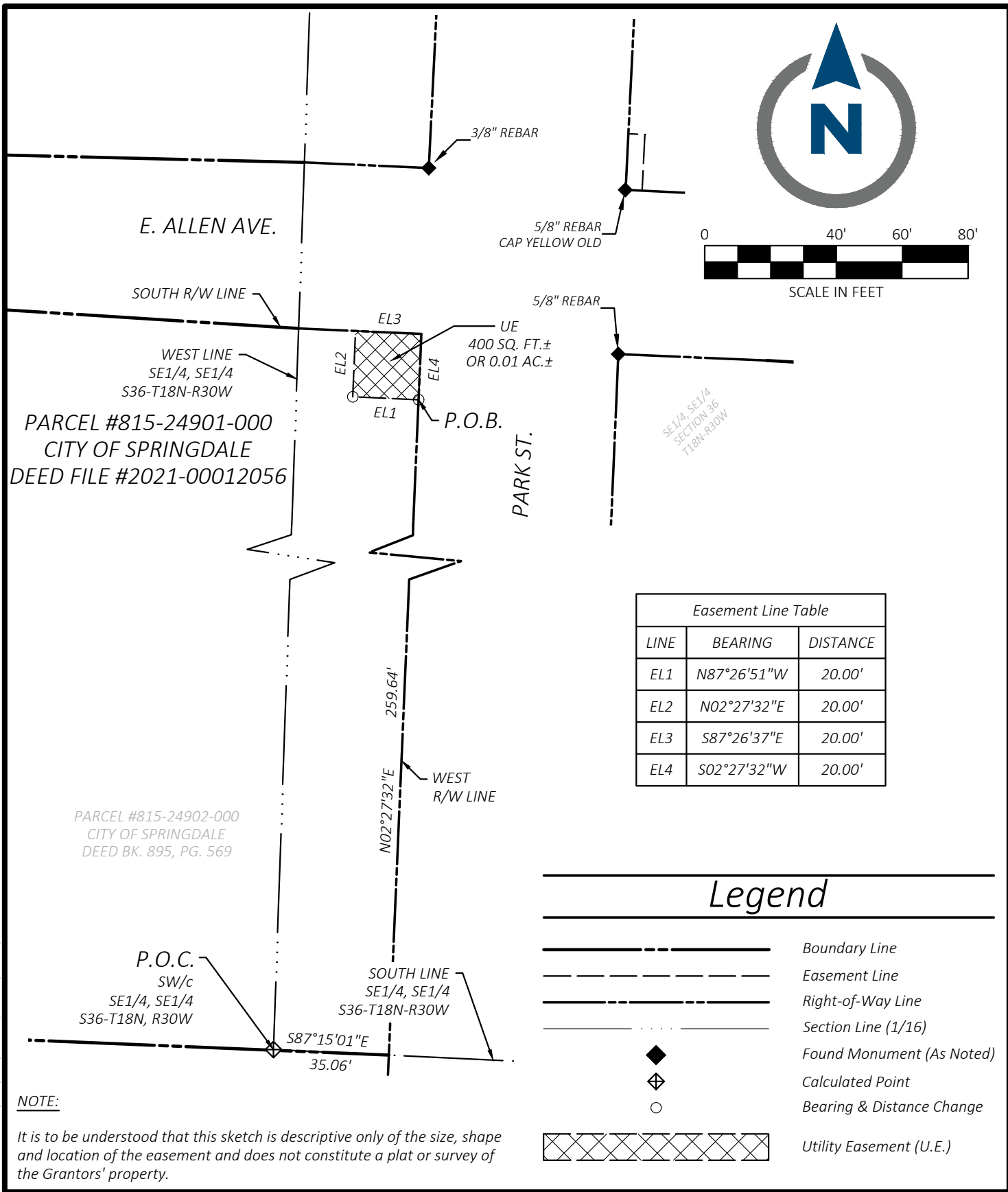
THENCE leaving said west right-of-way, North 87°26'51" West, 20.00 feet;

THENCE North 02°27'32" East, 20.00 feet to the south right-of-way of E. Allen Ave.;

THENCE with said south right-of-way, South 87°26'37" East, 20.00 feet to the aforementioned west right-of-way;

THENCE with said west right-of-way, South 02°27'32" West, 20.00 feet to the **POINT OF BEGINNING**, and containing 400 square feet or 0.01 acres, more or less.

DRAWING LOCATION: -S:\3000\3364\3\DRAWINGS\EASEMENT\023 ULEX\33643 023 ULEX.DWG - SAVED BY: THRIVETT



CEI ENGINEERING ASSOCIATES, INC.
2600 ONE EIGHTH STREET, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-5472
CORPORATE TOLL FREE: 1-800-315-1500
3030 LBJ FREEWAY, SUITE 900
DALLAS, TX 75234
PHONE: (972) 488-6737
FAX: (972) 488-6732

Utility Easement Exhibit
City of Springdale
400 Park Street
City of Springdale, Washington County, Arkansas

Exhibit "B"		
SHEET TITLE		
PROFESSIONAL OF RECORD	JBK	SHEET NUMBER
DESIGNER	MDT	
FIELD WORK	N/A	
CEI PROJECT NUMBER	33643	
DATE	4/9/2025	
REVISION	REV	

UTILITY EASEMENT

PROJECT NO. 23BPS14
PARCEL NO. 017
TRACT NO. 815-24888-000

STATE OF ARKANSAS
COUNTY OF Washington

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, The City of Springdale, Arkansas, hereinafter called GRANTOR, for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto Springdale Water Utilities and other franchised utilities, its assigns and franchised utilities for the use of the public, hereinafter called GRANTEE, a permanent general utility easement to lay, construct, remove, reconstruct, enlarge, maintain, inspect, repair and operate utility lines, including electric, water, sewer, drainage and other utilities, and appurtenances thereto, and construct, alter or grade easement area as required, with right of way of ingress and egress to and from the same, on, over, and under the following described lands lying in WASHINGTON COUNTY, ARKANSAS, to-wit:

Property Description

Part of Block Four (4) in the Picnic Addition to the Town (now City) of Springdale, Arkansas, more particularly described as follows: Beginning at the Northwest corner of Lot Seven (7) in said Block Four (4), run then South along the West lines of Lot Seven (7) and Eight (8) to the Southwest corner of Lot Eight (8) in said Block Four (4), then East along the South lines of Lots Eight (8) through Thirteen (13) to a point 15 feet West of the Southeast corner of Lot Thirteen (13) in said Block (4), then North 146 feet to the Center of a former alley, then west with the center of said alley 100 feet to a point South of the Southwest corner of Lot Four (4), then North with the East line of Lot Four (4) to the Northeast corner of Lot Four (4) in said Block Four (4), then West along the North lines of Lots four (4) through seven (7) to the point of beginning.

As described in Document 841-226, of the records of the Circuit Clerk

and Ex-Officio Recorder, Washington County, Arkansas.

Permanent Easement Description

See attached Exhibit "A".

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvements (other than wood fences, driveways, and paved parking areas) within the above described easements, and no trees shall be planted by Grantor or his successors on said easement. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, or structures which may be removed or disturbed within this permanent easement by virtue of Grantees' exercise of the rights under this agreement, unless agreed upon in writing among the Grantor and Grantee.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, fences, lawn or pastures that result from the exercise of rights and privileges contained within the easement and right of way described herein. Said damages to driveways, sidewalks, parking areas, fences, lawn or pastures shall be restored by Grantee as close as is reasonable to the original condition or in accordance with planned improvements.

It is further understood that Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way without the express written permission of Grantees.

Unless sooner terminated, this Utility Easement shall be perpetual unto Grantee, until Grantee abandons it.

In witness whereof, the undersigned, Doug Sprouse, Mayor , has caused his name and seal to be affixed to this deed on this _____ day of _____, 2025.

By: _____

Mayor of Springdale, Arkansas

ACKNOWLEDGEMENT

STATE OF Arkansas

COUNTY OF Washington

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally Doug Sprouse to me well known as the person who executed the foregoing Right of Way Grant, and that Doug Sprouse had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2025 .

Notary Public

My commission expires _____

EXHIBIT "A"

UTILITY EASEMENT DESCRIPTION "A"

CITY OF SPRINGDALE

A tract of land situated in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas, being part of a tract of land conveyed to City of Springdale as recorded in Deed Book 841, Page 266 in the Public Records of Washington County, Arkansas and being described by metes and bounds based on bearings established from ArDOT Right-of-Way Map, HWY 68 North Widening & Grade Change, Job #R40076, as follows:

COMMENCING at the northwest corner of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 36;

THENCE South 15°12'36" East, 360.91 feet to the south right-of-way of E. Meadow Ave. and the east right-of-way of Park St.

THENCE with said south right-of-way, South 87°19'05" East, 5.00 feet;

THENCE leaving said south right-of-way, South 02°47'45" West, 25.00 feet;

THENCE North 87°19'05" West, 5.00 feet to aforementioned east right-of-way;

THENCE with said east right-of-way, North 02°47'45" East, 25.00 feet to the **POINT OF BEGINNING**, and containing 125 square feet, more or less.

UTILITY EASEMENT DESCRIPTION "B"

A **0.01-acre** tract of land situated in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas, being part of a tract of land conveyed to City of Springdale as recorded in Deed Book 841, Page 266 in the Public Records of Washington County, Arkansas and being described by metes and bounds based on bearings established from ArDOT Right-of-Way Map, HWY 68 North Widening & Grade Change, Job #R40076, as follows:

COMMENCING at the northwest corner of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 36;

THENCE South 15°12'36" East, 360.91 feet to the south right-of-way of E. Meadow Ave. and the east right-of-way of Park St.

THENCE with said east right-of-way, South 02°47'45" West, 182.83 feet to the **POINT OF BEGINNING**;

THENCE leaving said east right-of-way, South 87°12'15" East, 23.00 feet;

THENCE South 02°47'45" West, 28.02 feet;

THENCE North 87°12'15" West, 23.00 feet to aforementioned east right-of-way;

THENCE with said east right-of-way, North 02°47'45" East, 28.02 feet to the **POINT OF**

BEGINNING, and containing 645 square feet or 0.01 acres, more or less.

UTILITY EASEMENT DESCRIPTION "C"

A tract of land situated in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas, being part of a tract of land conveyed to City of Springdale as recorded in Deed Book 841, Page 266 in the Public Records of Washington County, Arkansas and being described by metes and bounds based on bearings established from ArDOT Right-of-Way Map, HWY 68 North Widening & Grade Change, Job #R40076, as follows:

COMMENCING at the northwest corner of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 36;

THENCE South 15°12'36" East, 360.91 feet to the south right-of-way of E. Meadow Ave. and the east right-of-way of Park St.

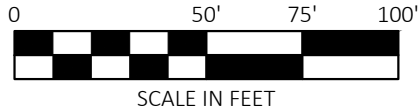
THENCE with said east right-of-way, South 02°47'45" West, 288.58 feet to the **POINT OF BEGINNING**;

THENCE leaving said east right-of-way, South 87°19'05" East, 20.00 feet;

THENCE South 02°47'45" West, 3.00 feet to the north right-of-way of E. Grove Ave.;

THENCE with said north right-of-way, North 87°19'05" West, 20.00 feet to aforementioned east right-of-way;

THENCE with said east right-of-way, North 02°47'45" East, 3.00 feet to the **POINT OF BEGINNING**, and containing 60 square feet, more or less.



SCALE IN FEET

Easement Line Table

LINE	BEARING	DISTANCE
EL1	S87°19'05"E	5.00'
EL2	S02°47'45"W	25.00'
EL3	N87°19'05"W	5.00'
EL4	N02°47'45"E	25.00'
EL5	S87°12'15"E	23.00'
EL6	S02°47'45"W	28.02'

Easement Line Table

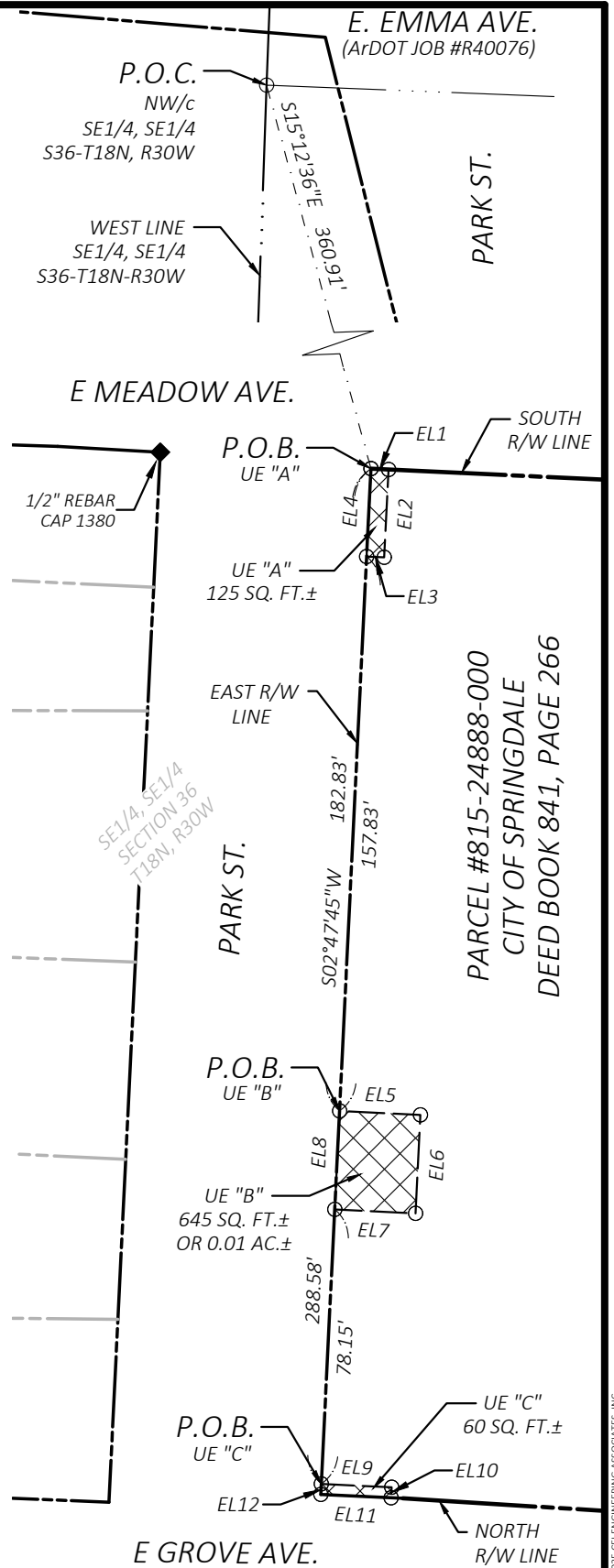
LINE	BEARING	DISTANCE
EL7	N87°12'15"W	23.00'
EL8	N02°47'45"E	28.02'
EL9	S87°19'05"E	20.00'
EL10	S02°47'45"W	3.00'
EL11	N87°19'05"W	20.00'
EL12	N02°47'45"E	3.00'

Legend

	Boundary Line
	Adjoining Boundary Line
	Easement Line
	Right-of-Way Line
	Section Line
	Section Line (1/16)
	Control Line
	Found Monument (As Noted)
	Bearing & Distance Change
	Utility Easement (U.E.)

NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.



CEI ENGINEERING ASSOCIATES, INC.
2600 N. 11TH ST. SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-5472
FAX: (479) 273-5473
CORPORATE TIPS: FRM#10031500

3030 LBJ FREEWAY, SUITE 900
DALLAS, TX 75234
PHONE: (214) 636-6737
FAX: (214) 636-6732

Utility Easement Exhibit City of Springdale

203 Park Street
City of Springdale, Washington County, Arkansas

EXHIBIT B

SHEET TITLE

PROFESSIONAL OF RECORD	JBK	SHEET NUMBER
DESIGNER	MDT	
FIELD WORK	N/A	
CEI PROJECT NUMBER	33643	
DATE	4/23/2025	
REVISION	REV. 1	

UTILITY EASEMENT

PROJECT NO. 23BPS14
PARCEL NO. 815.27556.000
TRACT NO. 003

STATE OF ARKANSAS
COUNTY OF Washington

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, The City of Springdale, Arkansas, hereinafter called GRANTOR, for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto Springdale Water Utilities and other franchised utilities, its assigns and franchised utilities for the use of the public, hereinafter called GRANTEE, a permanent general utility easement to lay, construct, remove, reconstruct, enlarge, maintain, inspect, repair and operate utility lines, including electric, water, sewer, drainage and other utilities, and appurtenances thereto, and construct, alter or grade easement area as required, with right of way of ingress and egress to and from the same, on, over, and under the following described lands lying in WASHINGTON COUNTY, ARKANSAS, to-wit:

Property Description

Part of the NE1/4 of the SW1/4 of Section 31, Township 18 North, Range 29 West, Washington County, Arkansas, described as: Beginning at the SW corner of said 40 acre tract and running thence East 65 feet; thence North 165 feet; thence West 65 feet; thence South 165 feet to the place of beginning. Subject to the Street right of way along the South side thereof.

As described in Document 2021-00045914, of the records of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas.

Permanent Easement Description

As described in Exhibit "A"

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvements (other than wood fences, driveways, and paved parking areas) within the above described easements, and no trees shall be planted by Grantor or his successors on said easement. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, or structures which may be removed or disturbed within this permanent easement by virtue of Grantees' exercise of the rights under this agreement, unless agreed upon in writing among the Grantor and Grantee.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, fences, lawn or pastures that result from the exercise of rights and privileges contained within the easement and right of way described herein. Said damages to driveways, sidewalks, parking areas, fences, lawn or pastures shall be restored by Grantee as close as is reasonable to the original condition or in accordance with planned improvements.

It is further understood that Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way without the express written permission of Grantees.

Unless sooner terminated, this Utility Easement shall be perpetual unto Grantee, until Grantee abandons it.

In witness whereof, the undersigned, Doug Sprouse, Mayor, has caused his name and seal to be affixed to this deed on this _____ day of _____, 2025.

By: _____
Mayor of Springdale, Arkansas

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting personally appeared Doug Sprouse, Mayor of Springdale, Arkansas to me well known as the person(s) who executed the foregoing Right of Way Grant, and that Mayor Doug Sprouse had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2025 .

Notary Public

My commission expires _____

EXHIBIT "A"

UTILITY EASEMENT DESCRIPTION

CITY OF SPRINGDALE

A **0.02-acre** tract of land situated in the Northwest Quarter (NW1/4) of the Southwest (SW1/4) of Section 31, Township 18 North, Range 30 West, Washington, Arkansas, being part of a tract of land conveyed to City of Springdale as recorded in File #2021-00045914 & File #2021-00045610 in the Public Records of Washington County, Arkansas and being described by metes and bounds based on bearings established from ArDOT Right-of-Way Map, Hwy. 68 North Widening & Grading Change, Job #R40076, as follows:

COMMENCING at the southwest corner of said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 31;

THENCE with the west line of said Section 31, North 02°12'16" East, 28.99 feet to the **POINT OF BEGINNING**;

THENCE continuing with said west line, North 02°12'16" East, 103.56 feet;

THENCE leaving said west line, South 87°47'44" East, 9.14 feet;

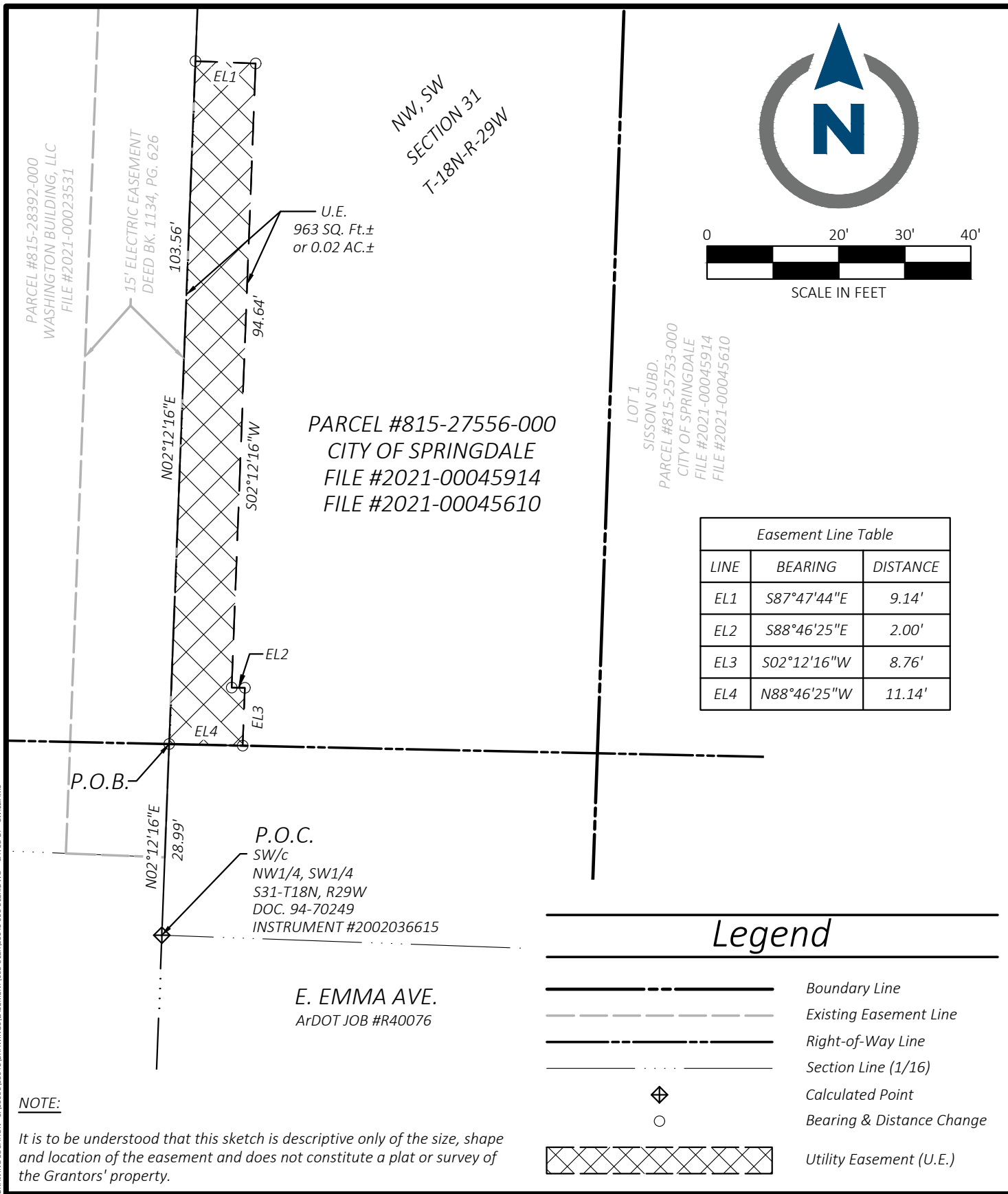
THENCE South 02°12'16" West, 94.64 feet;

THENCE South 88°46'25" East, 2.00 feet;

THENCE South 02°12'16" West, 8.76 feet;

THENCE North 88°46'25" West, 11.14 feet to the **POINT OF BEGINNING**, and containing 963 square feet or 0.02 acres, more or less.

DRAWING LOCATION: -S:\3000\03364\3\DRAWINGS\EASEMENT\003 UEX\33643 003 UEX.DWG - SAVED BY: CWILLIAMS



CEI ENGINEERING ASSOCIATES, INC.
2600 N. 11TH ST. SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-5472
CORPORATE TIPS: FIRM #10031500

3030 LBJ FREEWAY, SUITE 900
DALLAS, TX 75234
PHONE: (972) 488-6737
FAX: (972) 488-6732

Utility Easement Exhibit
City of Springdale
900 E. Emma Ave.
City of Springdale, Washington County, Arkansas

Exhibit B

SHEET TITLE

PROFESSIONAL OF RECORD	JBK	SHEET NUMBER
DESIGNER	TLP	
FIELD WORK	N/A	
CEI PROJECT NUMBER	33643	
DATE	6/13/2025	
REVISION	REV	

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF
UTILITY EASEMENTS ACROSS PROPERTY OWNED BY
THE CITY OF SPRINGDALE, WASHINGTON COUNTY,
ARKANSAS FOR THE SPRINGDALE FIRE STATION #4
PROJECT (LS25-14).**

WHEREAS, the City of Springdale, Arkansas, owns property located at 3377 West Huntsville Avenue, known as Tax Parcel No. 815-29875-030, Washington County, Arkansas ("the Property");

WHEREAS, the City of Springdale has undertaken the construction of Fire Station #4 on the Property (Project No. LS25-14);

WHEREAS, as part of the Fire Station #4 Project, it is necessary that utility easements be dedicated and granted to the Springdale Water & Sewer Commission and to Ozarks Electric Cooperative over and across the Property as shown on the attached Exhibit;

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute and authorize the dedication of the aforementioned easements 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 and authorize that utility easements be dedicated and granted to the Springdale Water & Sewer Commission and to Ozarks Electric Cooperative in connection with Project No. LS25-14, and as shown on the attached Exhibit across the Fire Station #4 Property.

PASSED AND APPROVED this 26th day of August, 2025.

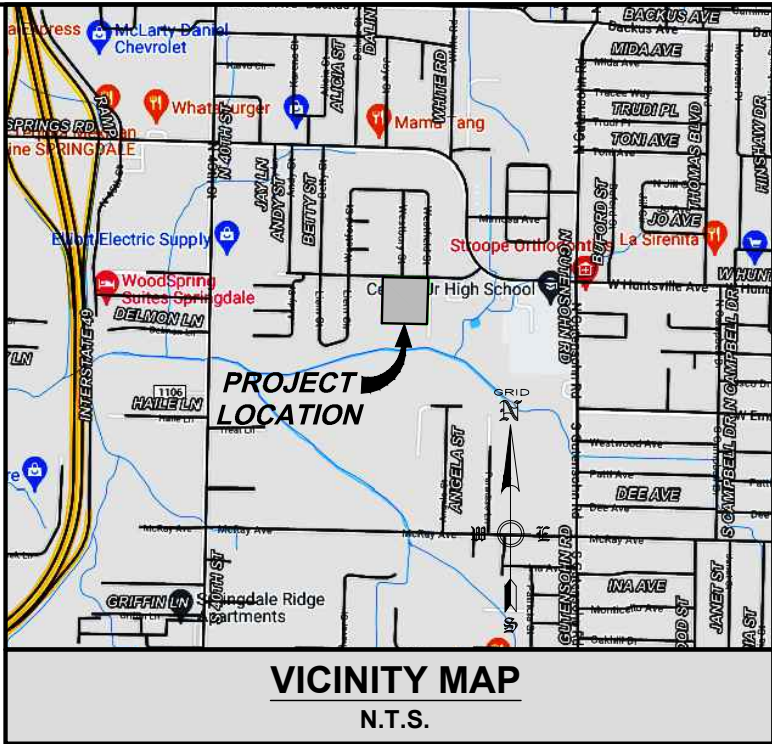
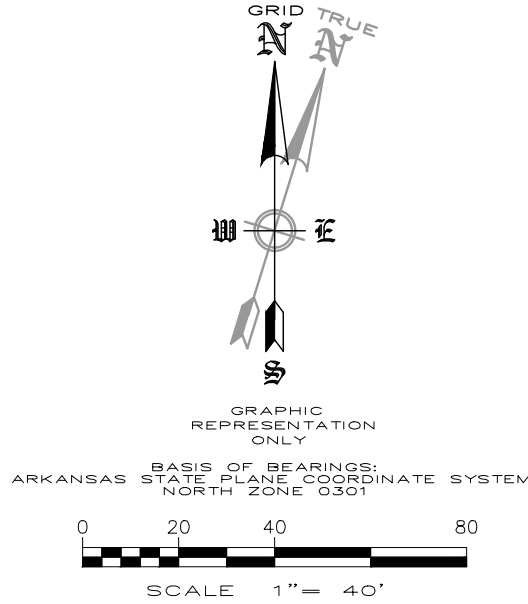
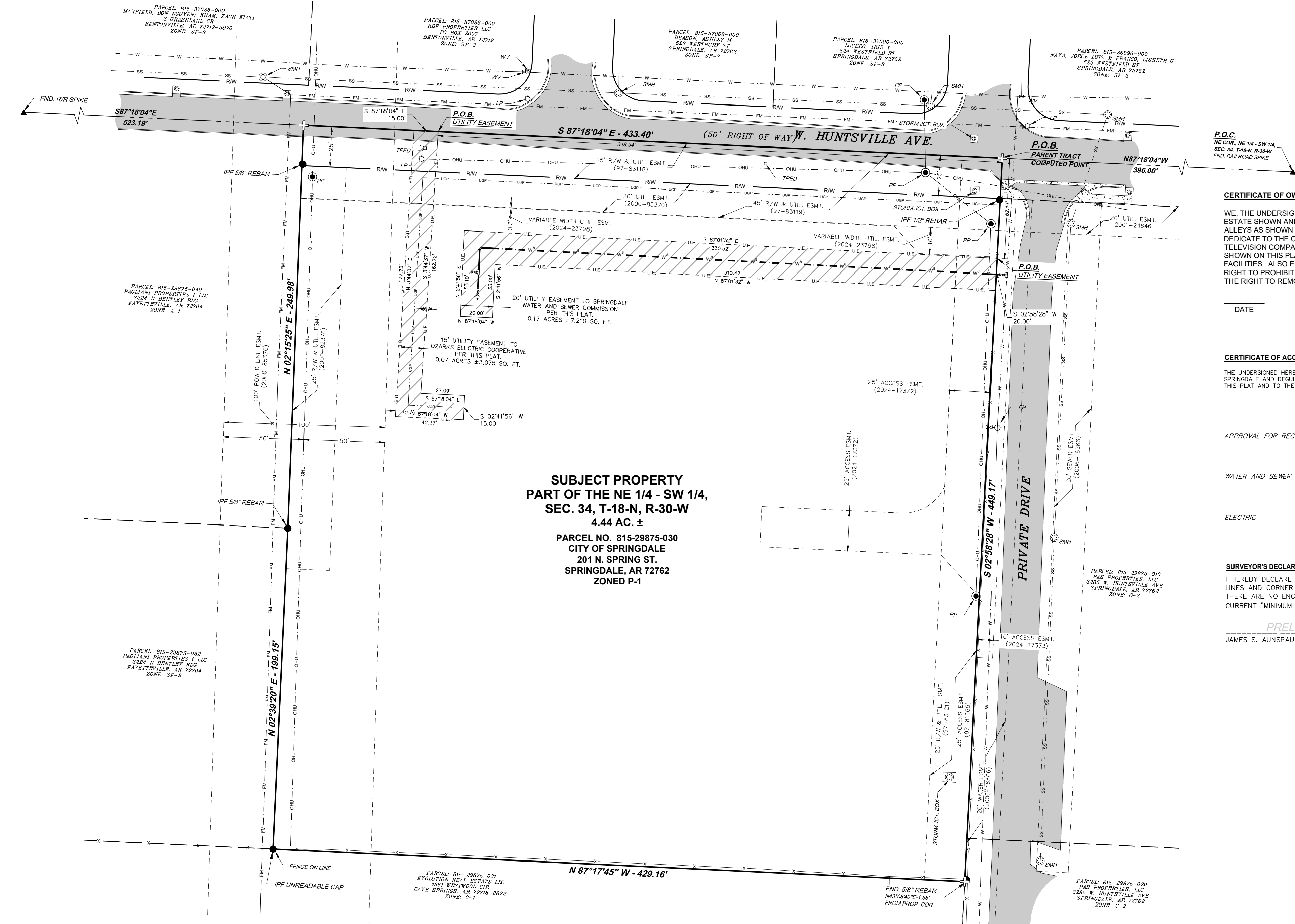
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



CITY OF SPRINGDALE
201 N. SPRING STREET.
SPRINGDALE, AR 72764
3411 & 3377 W. HUNTSVILLE
SPRINGDALE, AR 72762
ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72762
23951
P-1 (INSTITUTIONAL DISTRICT)
FRONT W/O PARKING - 30'
FRONT W/ PARKING - 50'
SIDE - 25'
REAR - 25'

FEMA FLOOD PLAIN ZONE:
THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE 'X', (NO SHADING) DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE F.I.R.M. MAP # 05143C0060C, PANEL 60 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: JANUARY 25, 2024.

CERTIFICATE OF OWNERSHIP & DEDICATION:

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF SPRINGDALE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF SPRINGDALE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

DATE CITY OF SPRINGDALE NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE:

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

DATE	SIGNATURE
APPROVAL FOR RECORDING	DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION
WATER AND SEWER	ENGINEER SPRINGDALE WATER UTILITIES
ELECTRIC	OZARKS ELECTRIC COOPERATIVE

SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT I HAVE THIS DAY COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY, CORRECTLY ESTABLISHED, AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN ON THIS PLAT. I FURTHER DECLARE THAT THIS SURVEY MEETS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS", PER THE STATE OF ARKANSAS.

PRELIMINARY

JAMES S. AUNSPAUGH, P.S. NO. 1374, AR. DATE

UTILITY DESCRIPTION - SUBJECT PROPERTY (PARCEL NUMBER 815-29875-030)

PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-FOUR (34), IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, TO THE SPRINGDALE WATER AND SEWER COMMISSION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 34, SAID POINT BEING A RAILROAD SPIKE, THENCE ALONG THE NORTH LINE OF SAID NE 1/4 OF THE SW 1/4, N87°18'04"W A DISTANCE OF 396.00 FEET TO A POINT IN WEST HUNTSVILLE AVENUE; THENCE LEAVING SAID NORTH LINE, S02°58'28"W A DISTANCE OF 62.14 FEET TO THE POINT OF BEGINNING, THENCE S02°58'28"W A DISTANCE OF 20.00 FEET; THENCE N87°01'32"W A DISTANCE OF 310.42 FEET; THENCE S02°41'56"W A DISTANCE OF 33.00 FEET; THENCE N87°18'04"W A DISTANCE OF 20.00 FEET; THENCE N02°41'56"E A DISTANCE OF 53.10 FEET; THENCE S87°01'32"E A DISTANCE OF 330.52 FEET TO THE POINT OF BEGINNING, CONTAINING 0.17 ACRES, MORE OR LESS.

SWU'S UTILITY EASEMENT DESCRIPTION (DEDICATED PER THIS PLAT):

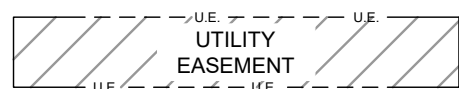
PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-FOUR (34), IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, TO THE SPRINGDALE WATER AND SEWER COMMISSION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 34, SAID POINT BEING A RAILROAD SPIKE, THENCE ALONG THE NORTH LINE OF SAID NE 1/4 OF THE SW 1/4, N87°18'04"W A DISTANCE OF 396.00 FEET TO A POINT IN WEST HUNTSVILLE AVENUE; THENCE LEAVING SAID NORTH LINE, S02°58'28"W A DISTANCE OF 62.14 FEET TO THE POINT OF BEGINNING, THENCE S02°58'28"W A DISTANCE OF 20.00 FEET; THENCE N87°01'32"W A DISTANCE OF 310.42 FEET; THENCE S02°41'56"W A DISTANCE OF 33.00 FEET; THENCE N87°18'04"W A DISTANCE OF 20.00 FEET; THENCE N02°41'56"E A DISTANCE OF 53.10 FEET; THENCE S87°01'32"E A DISTANCE OF 330.52 FEET TO THE POINT OF BEGINNING, CONTAINING 0.17 ACRES, MORE OR LESS.

OZARKS ELECTRIC COOPERATIVE'S UTILITY EASEMENT DESCRIPTION (DEDICATED PER THIS PLAT):

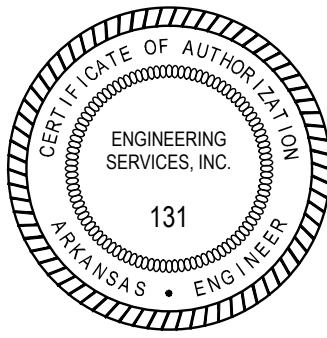
PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-FOUR (34), IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, TO THE OZARKS ELECTRIC COOPERATIVE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 34, SAID POINT BEING A RAILROAD SPIKE, THENCE ALONG THE NORTH LINE OF SAID NE 1/4 OF THE SW 1/4, N87°18'04"W A DISTANCE OF 745.94 FEET TO A POINT IN WEST HUNTSVILLE AVENUE AND THE POINT OF BEGINNING, THENCE LEAVING SAID NORTH LINE, S03°44'37"W A DISTANCE OF 162.72 FEET; THENCE S87°18'04"E A DISTANCE OF 27.09 FEET; THENCE S02°41'56"W A DISTANCE OF 15.00 FEET; THENCE N87°18'04"W A DISTANCE OF 42.37 FEET; THENCE N03°44'37"E A DISTANCE OF 177.73 FEET TO A POINT ON SAID NORTH LINE; THENCE ALONG SAID NORTH LINE S87°18'04"E A DISTANCE OF 15.00 TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES, MORE OR LESS.



LEGEND

PROPERTY LINE	P.O.C.	POINT OF COMMENCEMENT
SECTION 40' LINE	P.O.B.	POINT OF BEGINNING
ADJACENT OWNER	IPF - IRON PIN FOUND (AS NOTED)	
EXISTING EASEMENT (AS NOTED)	▲	FOUND RAILROAD SPIKE
R/W	●	COMPUTED POINT
BUILDING SETBACK LINE (B.S.L.)	⊕	SANITARY SEWER MANHOLE (SMH)
WIRE FENCE LINE	⊙	POWER POLE (PP)
OVERHEAD UTILITIES	⊙	FIRE HYDRANT (FH)
SANITARY SEWER LINE	x	WATER VALVE (WV)
SEWER FORCE MAIN	⊙	LIGHT POLE (LP)
WATER LINE	⊙	TELEPHONE PEDESTAL (TPED)
ACCESS EASEMENT	⊙	STORM BOX
UTILITY EASEMENT	(Z)	ZONING



LS25-14

PLAT CODE: 500-18N-30W-0-34-310-72-1374



REVISION	DATE	DESCRIPTION

EASEMENT PLAT		
NEW FIRE STATION #4		
SPRINGDALE, ARKANSAS		
SCALE: 1"=40'	DATE: August 6, 2025	DRAWN BY: CJP
ENGINEERING SERVICES, INCORPORATED		
SPRINGDALE, ARKANSAS		
W.O.# 23951		SHEET 1/1

© COPYRIGHT 2025, ENGINEERING SERVICES, INC. 8/6/2025 10:34 AM
2:\LS0123951 - FIRE STATION #4\EASEMENTS\EASEMENT PLAT_3RD REVISED\23951 - EASEMENT PLAT.DWG

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
LEASE AGREEMENT ON PROPERTY OWNED BY THE
CITY OF SPRINGDALE, WASHINGTON COUNTY,
ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property located at 823 East Emma Avenue, Springdale, Washington County, Arkansas, more commonly known as the Springdale Senior Center;

WHEREAS, the Springdale Senior Center was designed and constructed to include a Beauty & Barber Shop, consisting of approximately 520 square feet;

WHEREAS, the City wishes to enter into a Lease Agreement with Kallie Wade, a licensed Cosmetologist, for the Beauty & Barber Shop at the Springdale Senior Center;

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval 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 enter into a Lease Agreement with Kallie Wade for the above-referenced property, subject to the terms and provisions contained in such Lease Agreement as agreed to by the parties.

PASSED AND APPROVED this ____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into this ____ day of _____, 2025, by and between the City of Springdale, Arkansas ("Landlord"), and Kallie Wade ("Tenant"), hereinafter referred to collectively as the Parties or individually as the Party.

WHEREAS, Landlord is the owner of land and improvements located at 823 E. Emma Avenue, Springdale, Washington County, Arkansas, containing a structure commonly known as the Springdale Senior Center, a portion of which was designed and constructed for a Beauty & Barber Shop, containing approximately 520 square feet, more or less (the "Leased Premises"), and as shown on the attached Exhibit.

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the agreed Term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

WITNESSETH:

1. LEASED PREMISES. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Tenant as obligations to Landlord, Landlord lets, leases and demises unto Tenant, subject to the terms and conditions contained herein, the following described property situated in Washington County, Arkansas, to-wit:

The Beauty & Barber Shop area at the Springdale Senior Center, located at 823 E. Emma Avenue, Springdale, Washington County, Arkansas, consisting of approximately 520 square feet, and as shown on the attached Exhibit "A" which is attached hereto and incorporated herein by reference.

2. Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of one year (1) beginning September 15, 2025, and ending

September 15, 2026. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease Term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. Following the expiration of the Initial lease Term, the lease shall automatically renew for a period of the same. Should either Party wish to not renew, notice shall be provided to the other no later than sixty (60) days prior to the expiration of the then existing Term.

3. Rental. Tenant shall pay to Landlord during the Initial Term the sum of Seven Hundred Dollars (\$700.00) per month. Each payment shall be due in advance of the first (15th) day of each calendar month during the lease term to Landlord at or at such other place designated by written notice from Landlord or Tenant. Tenant agrees to pay 10% of the monthly rental payment as a late charge for any monthly payment, or any part thereof, that is not paid within ten (10) days of the above-stated due date.

4. Security Deposit. Tenant shall not be required to pay a security deposit for the use of the Leased Premises.

5. Use. The Leased Premises will be used by Tenant for the following lawful purposes, and for no other purpose or purposes: a Barber Shop licensed pursuant to the Arkansas Barber Law (Ark. Code Ann. §17-20-101, et seq.); or, a Beauty Salon licensed pursuant to the Arkansas Cosmetology Act (Ark. Code Ann. §17-26-101, et seq.). Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. The business operation proposal submitted to Landlord in conjunction with this Lease and in anticipation of obtaining this Lease is hereby incorporated into this Lease and will be considered as minimum operating standards for the duration of this Lease. Tenant shall at all time maintain a license in good standing in accordance with Arkansas law.

6. **FUTURE IMPROVEMENTS:** Lessor may make additional improvements to the Leased premises. All such work shall be done in a competent manner with the utmost care given to preserving Lessee's business and protecting Lessee's customers and staff. Lessor will work closely with Lessee to make sure any such improvements are done with the least amount of intrusion on the ongoing business of Lessee as possible and to ensure that all such improvements conform with the existing design of the leased premises.

7. **RIGHT TO ALTER RENT:** Subsequent to the initial one (1) year term of this Lease, Lessee agrees that Lessor shall have the right to change the rent as conditions may necessitate but that the power of Lessor to alter the rent may not be exercised unless written notice of at least three (3) months prior to said increase is given to Lessee.

8. **INSURANCE AND TAXES:** Lessor agrees to maintain and pay all insurance on the structure of said property. Lessee, however, agrees to be solely responsible for all personal property owned by Lessee, which will be kept at the property, and shall maintain a policy of public liability insurance acceptable to Lessor.

9. **ASSIGNMENT:** Lessee shall not assign this Lease or sublet these leased premises without prior written consent of the Lessor. Any such assignment or subletting shall, in no way, relieve Lessee from liability for the obligation imposed by this Lease. Lessee may only be released from liability by specific written release executed by Lessor.

10. **COMPLIANCE WITH LAWS:** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

11. **UTILITIES:** Lessor shall be solely responsible for all utility expenses associated with said property.

12. **DEFAULT:** Either Party may be in default under the provisions of this Lease Agreement upon the happening of any of the following events or conditions as applies to it:

- a. Failure by Lessee to pay the rentals provided herein at the times, and in the amounts and the manner set forth or within ten (10) days after the date the same become due;
- b. Failure of either Party to keep or perform any of the covenants or conditions as provided for herein;
- c. In the event of bankruptcy of Lessee and the failure of Lessee to reaffirm this Lease within the statutory period;
- d. Appointment of a Receiver for Lessee outside of bankruptcy;
- e. Failure of Lessee to pay any creditor that results in a threatened levy against the business and /or interests of Lessee.
- f. Failure to the premises according to posted/advertised hours of operation and/or failure to meet the minimum operating standards as described in any operational proposal, attached to this lease, without approval of Lessor.

13. **REMEDIES IN THE EVENT OF DEFAULT:** In the event of default by Lessee, Lessor may, at Lessor's option, declare this Lease terminated, and Lessor shall have the right to enter upon and take possession of the leased premises, and to evict and expel Lessee and any or all of Lessee's properties, or property, belongings, and effects found on the Lease Premises, in accordance with the unlawful detainer remedies available in the State of Arkansas, which remedies are in addition to any other remedies of Lessor, either in law or in equity, including, without limitation, the collection of delinquent rents, possession of the leased premises, damages for breach of this agreement by Lessee, or otherwise. No delay in or failure to exercise any of the options herein granted to Lessor by reason of default shall be a waiver thereof, and a waiver on one occasion of a default.

14. **NOTICE OF DEFAULT:** Either Party wishing to declare a default by the other Party under the terms of this Lease shall be required to send written notice to the Defaulting Party specifying the nature of the default and providing said Party ten (10) days to correct same.

15. **BINDING EFFECT:** This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, legal representatives, heirs and assigns, except limited otherwise herein.

16. **TIME OF ESSENCE:** The time of the making of the payments and of the keeping of the covenants herein is of the essence of this agreement and the parties hereto so agree.

17. **NOTICES:** For the purpose of providing notice to any of the parties, the parties agree that said notice, in addition to any personal service that may be attempted, shall be sent certified mail, postage prepaid, or by way of electronic mail, to the parties as follows:

LESSEE: Kallie Wade
212 Madison 7153
Fayetteville, AR 72703

LESSOR: City of Springdale, Arkansas
ATTENTION: Mayor Doug Sprouse
201 Spring Street
Springdale, AR 72764
dsprouse@springdalear.gov

Notice shall be effective for the purpose of calculating dates required under this Lease on the earlier of personal service or the post mark on the certified correspondence as required herein.

IN WITNESS WHEREOF, the parties have hereunder set their hands this ____ day of _____, 2025.

LESSOR:

City of Springdale, Arkansas

By _____
Doug Sprouse, Mayor

LESSEE:

By _____
Kallie Wade

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Doug Sprouse, Mayor, personally known to me to be the person subscribing to the foregoing document, and who stated to me that he had executed the same in the identified capacity for the purposes and considerations therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____.

My commission Expires:

Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Kallie Wade, personally known to me to be the person subscribing to the foregoing document, and had executed the foregoing document for the purposes and considerations therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____.

My commission Expires:

Notary Public

Beautiful Soul Beauty Salon

HOURS OF OPERATION

TUESDAY - FRIDAY - 8:30AM - 4 PM

SATURDAY - 9AM - 2PM

PRICE LIST

(+) EXTRA PRODUCT

CUT & FINISH

CLIPPER CUTS \$20

-WITH SHAMPOO \$25

SCISSOR CUTS \$25

- WITH SHAMPOO \$30

- WITH SHAMPOO AND \$35+

STYLE

SHAMPOO SET \$20+

SHAMPOO AND STYLE \$25+

CHEMICAL SERVICES

PERMS \$90+

ALL OVER COLOR \$90+

ROOT TOUCH UP \$75+

HIGHLIGHT PARTIAL

- SHORT \$100+

- MEDIUM \$120+

- LONG \$140+

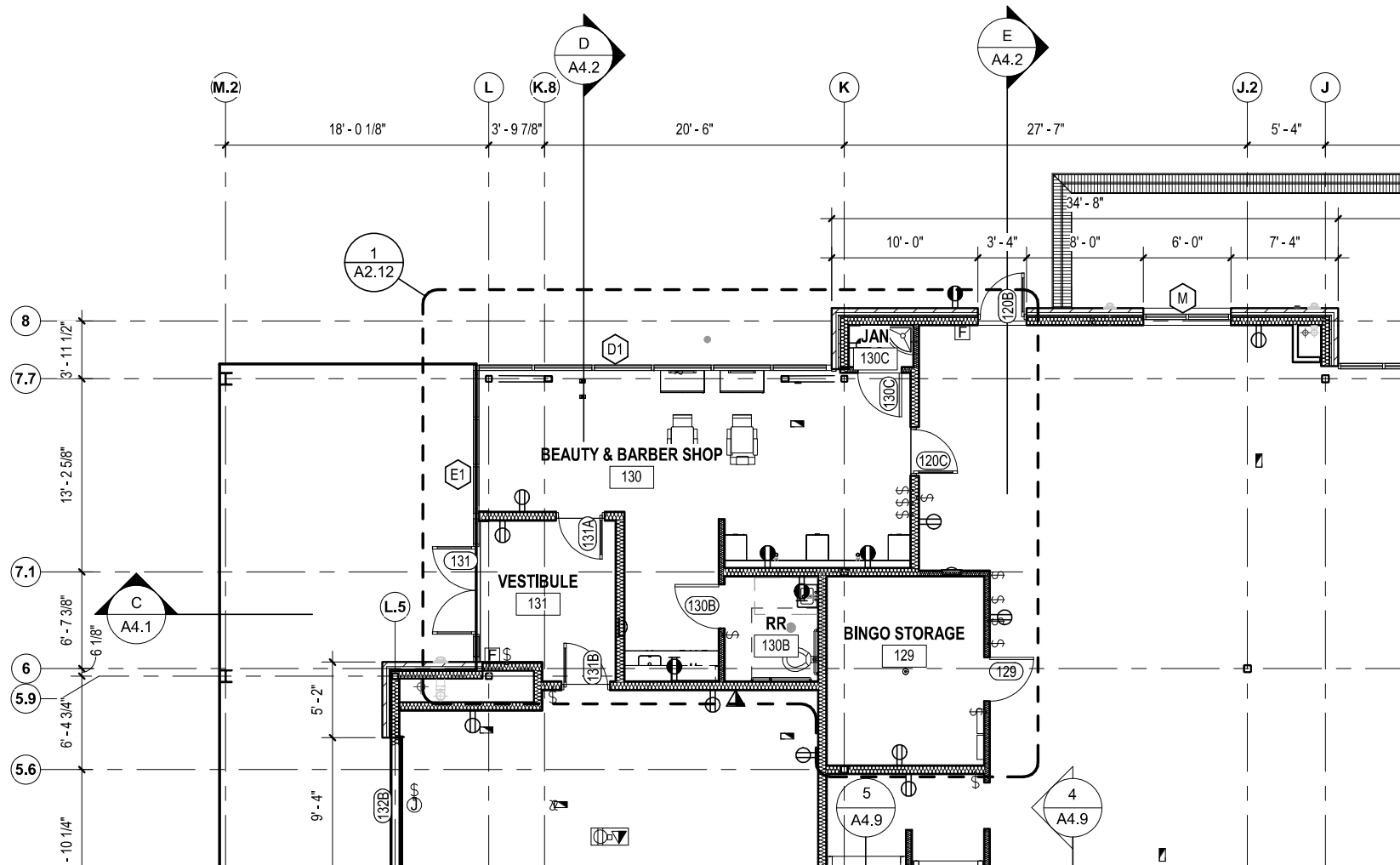
HIGHLIGHT FULL

- SHORT \$130+

- MEDIUM \$150+

- LONG \$175+

WAXING (FACE) \$15 PER
AREA



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TEMPORARY USE AGREEMENT ON PROPERTY
OWNED BY THE CITY OF SPRINGDALE, ARKANSAS.**

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:

Washington County Tax Parcel No. 815-22930-000 ("the Property").

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council;

WHEREAS, the City has approved a Large Scale Development project known as the Sundry Hotel ("the Project") on Emma Avenue on property in the vicinity of the Property;

WHEREAS, one of the sub-contractors for the Project, Mountain Mechanical Contractors, Inc., wishes to utilize a portion of the Property (as shown on the attached Exhibit) for the placement and utilization of a "conex container" for the storage of equipment/materials during the construction of the Project; and,

WHEREAS, the City and Mountain Mechanical Contractors, Inc., wish to enter into a Temporary Use Agreement, a copy of which is attached hereto and incorporated herein by reference, governing the terms by which the Property may be used during the Project.

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 a Temporary Use Agreement with Mountain Mechanical Contractors, Inc., for the use of a portion of the Property during the construction of the Project, subject to the terms of the Temporary Use Agreement.

PASSED AND APPROVED this 26th day of August, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

TEMPORARY USE AGREEMENT

Between City of Springdale and Mountain Mechanical Contractors, Inc.

This Temporary Use Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2025, by and between the City of Springdale, Arkansas ("City") and Mountain Mechanical Contractors, Inc. ("Contractor").

1. Purpose

The City agrees to permit Contractor to temporarily use a gravel area located on a portion of Washington County Tax Parcel No. 815-22930-000, and as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference ("Premises") for the purpose of the placement and utilization of "conex containers" and/or an office trailer in connection with the Sundry Hotel construction project ("the Project") located on Emma Avenue, Springdale, Arkansas.

2. Term/Rental Amount

The term of this Agreement shall commence on the first day of the month following the execution of this Agreement, and shall continue until December 31, 2026, unless terminated earlier in accordance with this Agreement. Contractor shall pay City the sum of Five Hundred Dollars (\$500.00) for each month during the term of this Agreement, with said amount being due the 1st day of each month, and payable to the Springdale City Clerk.

3. Use of Premises

Contractor shall use the Premises solely for the placement of and utilization of "conex containers" and/or an office trailer related to the Project; with all construction-related materials and equipment to be stored inside the container(s). Contractor shall use the Property in such a manner as to minimize the impact to the Property and adjacent lands, businesses, and infrastructure. No permanent improvements may be constructed upon the Property. No noxious, unlawful or hazardous activity shall be allowed on the Property. Contractor shall be responsible for obtaining any permits from the City of Springdale and from the State of Arkansas related to the use of the Property, if any. Contractor's use shall not conflict with or cause delay to City's use of the Property, adjacent property owned by the City, adjacent property owned by the Arkansas & Missouri Railroad, and/or the public's use of adjacent public streets.

4. Exhibit A – Premises Description

The Premises subject to this Agreement are more particularly described and depicted in Exhibit A, which shows the location and boundaries of the approved for Contractor's temporary use.

5. Condition and Restoration

Contractor shall maintain the Premises in a neat and orderly condition during use.

Upon termination of this Agreement, Contractor agrees to remove all trailers, equipment, and debris and restore the Premises to its original condition, reasonable wear and tear excepted.

Contractor shall be solely responsible for all costs associated with its use of the Property and shall hold City harmless for any such costs. Contractor shall restore the Property to its original condition and shall be responsible for the costs and expense of restoring any infrastructure, streets, sidewalks, curbs, or adjacent lands damaged by Contractor's use of the Property or operations. Contractor shall indemnify, save and hold harmless City from any damages for which Contractor is responsible and from any other injury to person or property, caused by the negligence of Contractor, its employees, agents or anyone acting on behalf of Contractor.

6. Termination

Either party may terminate this Agreement with 30 days written notice to the other party.

7. Miscellaneous

- This Agreement, together with Exhibit A, constitutes the entire understanding between the parties regarding the subject matter.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Springdale, Arkansas	Mountain Mechanical Contractors, Inc.
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

SPRING CREEK

201
815-22929-000

815-22930-000

215

815-22930-000

216

E JOHNSON AVE

205
815-22930-000

815-22955-000

815-22956-000

815-22957-000

201

99



SPRING ST

E JOHNSON AVE

E JOHNSON AVE

201

815-22929-000

815-22930-000
815-22930-000

215

213

109 815-22955-000

107 815-22956-000
815-22956-000

815-22950-000
815-22950-000

205
815-22953-000
815-22953-000

815-22957-000
815-22957-000

199

201

Page 220

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM ANA JULIA CUBAS AND SECUNDIO SALAS-ANDRADE FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

WHEREAS, the City of Springdale is in need of acquiring lands for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Ana Julia Cubas and Secundio Salas-Andrade, also known as Washington County Tax Parcel No. 815-26116-000, located at 203 E. Sunset, Springdale, Washington County, Arkansas (“the Property”);

WHEREAS, the City’s estimate of compensation for the Property, as determined by an appraisal, is \$235,000.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$260,000.00 to acquire the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$25,000.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the property located at 203 E. Sunset for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Ana Julia Cubas and Secundio Salas-Andrade, for the total sum of \$260,000.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this 26th day of August, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

APPRAISAL REPORT

ON

THE ANA JULIA CUBAS & SECUNDINO SALAS-ANDRADE PROPERTY
(.23± ACRE/10,200± SQUARE FEET);
LOCATED AT 203 E. SUNSET AVENUE,
SPRINGDALE, ARKANSAS;
WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE, ARKANSAS

FILE NO. 6858-2

AS OF

MAY 12, 2025

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

*3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz*

*Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Rob Potts • Blake Hopper • Ann Julian*

May 30, 2025

Ryan Carr | Deputy Director of Engineering
City of Springdale
201 Spring Street, Springdale, AR 72764

RE: The Ana Julia Cubas and Secundino Salas-Andrade Property; Located at 203 E.
Sunset Avenue, Springdale, Arkansas; Washington County

Dear Mr. Carr:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised, and my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the fee simple estate of the subject property, as of May 12, 2025, was as follows:

**TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS
(\$235,000)**



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM MBW FARMS, LLC, FOR THE GENE GEORGE BLVD. EXTENSION PROJECT (ELM SPRINGS RD. TO COUNTY LINE RD.), PROJECT NO. 23BPS4.

WHEREAS, the City of Springdale is in need of acquiring easements across lands for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 5), said lands being owned by MBW Farms, LLC, also known as Benton County Tax Parcel No. 21-00167-536, located at 348 Pinkley Road, Springdale, Benton County, Arkansas ("the Property");

WHEREAS, the City's estimate of compensation for the easements across the Property, as determined by an appraisal, is \$48,700.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$61,068.00 to acquire the easements across the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$12,368.00 to acquire the easements across the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the easements across the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the easements needed across the aforementioned parcel of land for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 5), said lands being owned by MBW Farms, LLC, for the total sum of \$61,068.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this 26th day of August, 2025.

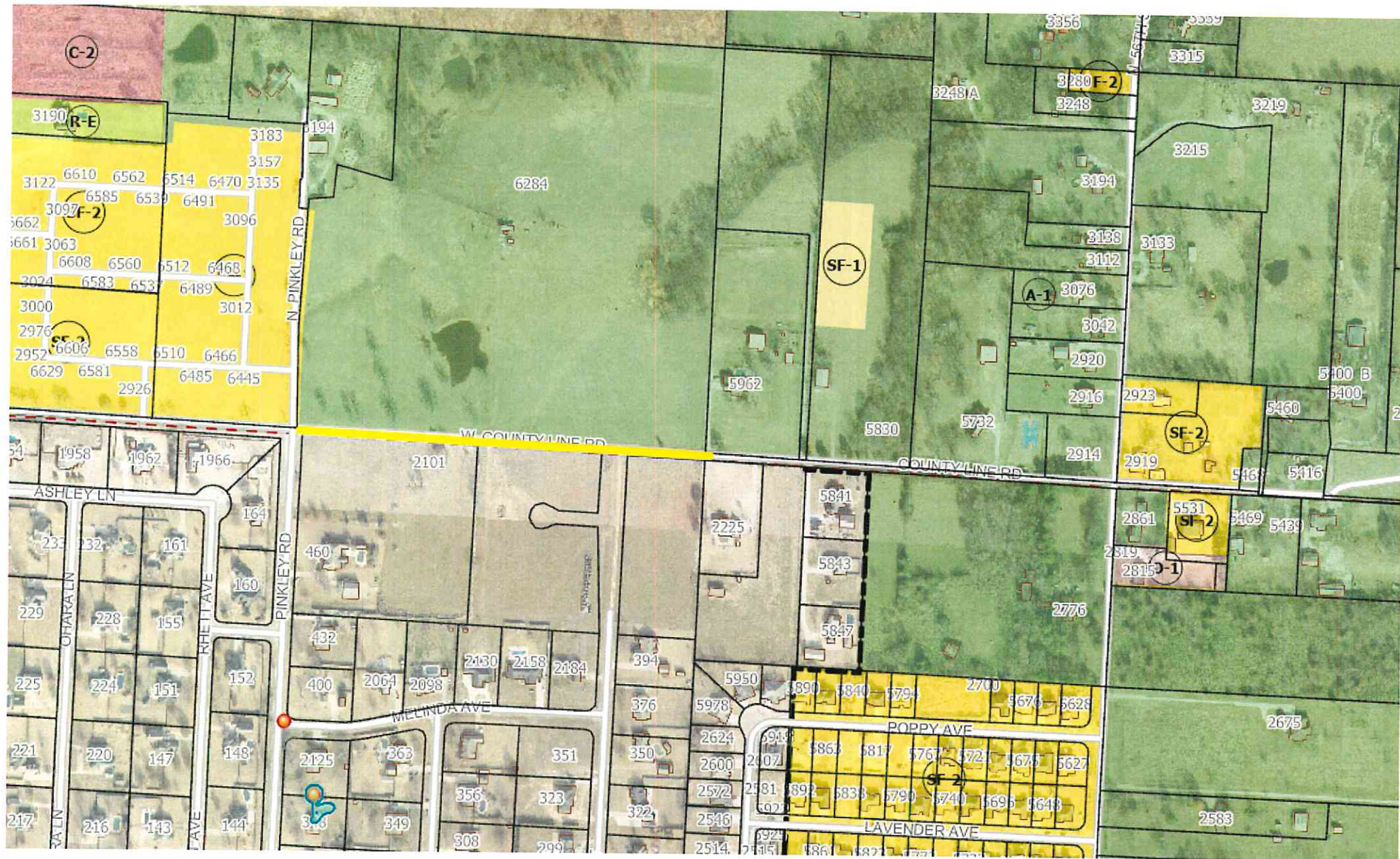
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: N. side of W. County Line Road. W. of N. 56th Street, Springdale, Arkansas
Client: City of Springdale
Fee Owner: MBW Farms, LLC
Mailing Address: 348 Pinkley Road, Springdale, AR 72762

Area Of The Whole:	36.65± ACS, or 1,596,272± SF	Permanent Utility Easement:	0.007±
Less: Prescriptive ROW	0.63± AC, or 27,303± SF		AC,
Net Usable Area of Whole	36.02± ACS, or 1,568,969± SF		300± SF

Area Of Remainder:	35.55± ACS, or 1,548,463± SF	Temporary Construction Easement	0.310± AC, 13,497± SF
--------------------	------------------------------	---------------------------------	--------------------------

Area Of Acquisition:	1.10± AC, or 47,809± SF
Less: Prescriptive ROW:	0.63± AC, or 27,303± SF
Net ROW Acquisition;	0.47± AC, or 20,506± SF

HIGHEST AND BEST USE:

Whole Property	Low Density Residential Development
Remainder Property	Low Density Residential Development

ACQUISITION COMPENSATION:

Before

Land: 36.02± AC @ \$90,000/AC (Rounded)	\$	3,241,800	
Improvements: Gravel Paving, Farm Fencing	\$	700	
Total:		\$	3,242,500

After

Land: 35.55± AC @ \$89,996/AC (Rounded)	\$	3,199,400	
Improvements: Not Applicable	\$	0	
Total		\$	3,199,400

FAIR MARKET VALUE OF ACQUISITION	\$	43,100	
----------------------------------	----	--------	--

Plus: TCE	\$	5,600	
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Total Compensation as of: February 26, 2025	\$	48,700	
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ALLOCATION OF COMPENSATION

Land: .47± AC @ \$90,000/AC (RND)	\$	42,300	
Permanent Utility Easement: .007± AC @ \$90,000/AC (RND) x 25%	\$	100	
Permanent Drainage Easement: Not Applicable	\$	0	
Improvements: Gravel Paving, Farm Fencing	\$	700	
Temporary Construction Easement	\$	5,600	
Damages: Not Applicable	\$	0	
Cost to Cure Items: Not Applicable	\$	0	
Total Compensation:	\$	\$48,700	

Shannon Reed Mueller

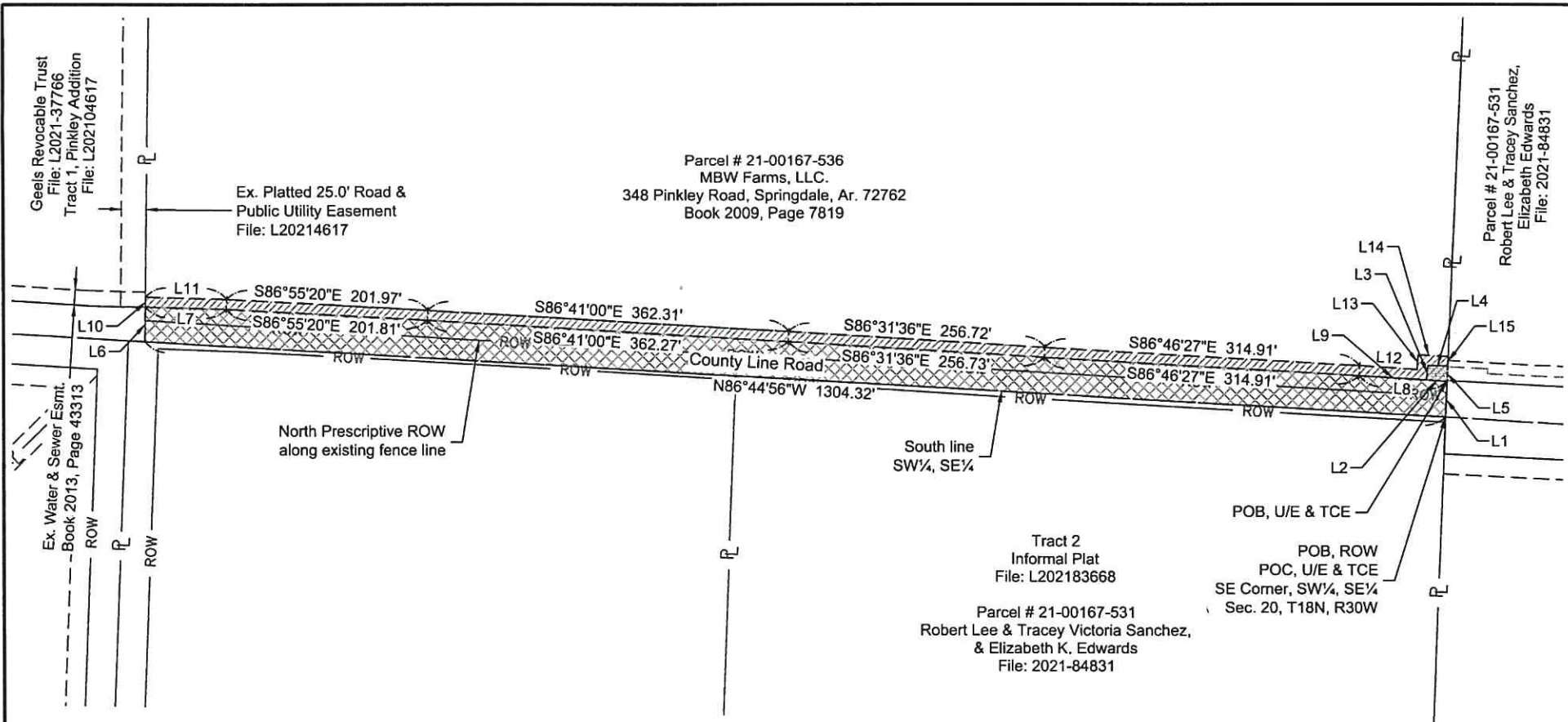
Shannon Reed Mueller, MAI, R/W-AC, CG2302
Reed & Associates, Inc.



Robert M. Potts

Robert M. Potts, CG0823
Reed & Associates, Inc.





Right-of-Way

Containing a total of 47,809± sf (1.098± ac)
of which 27,303± sf is Prescriptive ROW
and 20,506± sf is New ROW

Utility Easement

Containing 300± sf (0.007± ac)

Temporary Construction Easement

Containing 13,497± sf (0.310± ac)

This sketch is not a boundary survey. It is intended
to show the configuration of a proposed permanent
right-of-way, proposed utility easement and
proposed temporary construction easement.

LEGEND

	Right-of-Way Easement (ROW)
	Utility Easement (U/E)
	Temp. Construction Esm't (TCE)
	Existing Right-of-Way line (ROW)
	Property Line
	Section Line

Line Table		
#	Direction	Length
L1	S02°26'45"W	35.74'
L2	N86°27'16"W	20.49'
L3	N03°32'44"E	14.54'
L4	S87°33'15"E	20.21'
L5	S02°26'45"W	14.93'
L6	N00°41'26"E	34.38'
L7	S88°31'03"E	81.27'
L8	S86°27'16"E	88.41'

Line Table		
#	Direction	Length
L9	N86°27'16"W	67.92'
L10	N00°41'26"E	10.00'
L11	S88°31'03"E	81.55'
L12	S86°27'16"E	57.95'
L13	N03°32'44"E	14.35'
L14	S87°33'15"E	30.02'
L15	S02°26'45"W	10.00'



PROJECT NO: 021-07405

DRAWN BY: DRC / CDA

DATE: 05.19.2025

ROW, U/E, & TCE DRAWING
PARCEL NO. 21-00167-536
MBW FARMS, LLC

olsson

3537 North Steele Blvd., Suite 310
Fayetteville, AR 72703
TEL 479.443.3404
AR COA #1010

EXHIBIT

A

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
NEW MINI TRACK LOADER FOR SPRINGDALE
PUBLIC WORKS**

WHEREAS, the Springdale Public Works Department is requesting to purchase a mini track loader to be used for bridge maintenance and a variety of other city projects, and

WHEREAS, three (3) quotes were received, and

WHEREAS, after review, the Springdale Public Works Department would like to request authorization for the purchase a mini track loader from WT Equipment, in an amount of \$32,543.17, to be paid for out of the Unrestricted General Fund, and

WHEREAS, pursuant to Ark Code Ann. §14-58-303, competitive bidding is not required.

**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 appropriate funds for a new mini track loader for Springdale Public Works Department, in an amount \$32,543.17, to be paid for out of the Unrestricted General Fund.

PASSED AND APPROVED this 26th day of August, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



Quotation Number: **TB1330886**
Quote Sent Date: **Jul 31, 2025**
Expiration Date: **Aug 30, 2025**
Prepared By: **Tim Bailey**
Phone:
Email: tbailey@williamstractor.com

Customer
CITY OF SPRINGDALE
Phone: +1 479 751 7275

Contact

Dealer
WT Equipment, Fayetteville, AR
4190 SOUTH 48TH STREET
SPRINGDALE, AR, 72762

Item Name	Item Number	Quantity	Price Each	Total
MT100 Mini Track Loader	M0115	1	30,301.20	30,301.20
Standard Equipment:				
25 HP Tier IV Diesel Engine				
Auxiliary Hydraulics				
Attachment Interface Bob-Tach or CII (To accept approved attachments)				
Built-In Tie Down & Crane/Lift Locations				
Continuous Flow Shutoff Lever				
Hydrostatic Drive Train				
Counterweights - Includes (4) 30 pound weights				
Instrumentation:				
Hourmeter				
Engine Temperature & Fuel Gauges				
Voltmeter and Warning Lights				
Lift Arm Lockout With Manual Bypass				
Bob-Tach Interface (MT100)	M0115-R02-C01	1	0.00	0.00
Standard Track	M0115-R09-C01	1	0.00	0.00
36" General Purpose Bucket	7114488	1	703.00	703.00
Bolt-On Cutting Edge, 36"	6729042	1	67.40	67.40
Total for MT100 Mini Track Loader				31,071.60
Quote Total - USD				31,071.60
Dealer P.D.I.				100.00
Tariff Surcharge				496.07
Freight Charges				725.00
Destination Charges				73.00
Dealer Assembly Charges				77.50
Sales total before Taxes				32,543.17
Taxes				0.00
Quote Total - USD				32,543.17

Notes:
Sourcewell Contract #020223-CEC

Sales Quote



Vermeer®

MidSouth

580 Jean Mary Ave, Springdale, AR, 72762-9625

Phone: (479) 361-9110 Fax:

Salesperson: Jimmy White

Order Date: 07/31/2025

Order Type: Quote Order

Status: Quote

Page No.: Page 1 of 1

Quote No.: 250731EYO602A

Bill To: Springdale Public Works Department

Attn. To:

Address:

269 E Randall Wobbe Ln
Springdale, AR 72762

Phone: 1-479-50-8135

Fax:

Ship To: Springdale Public Works Department

Attn. To:

Address:

269 E Randall Wobbe Ln
Springdale, AR 72762

Ship Via: Vermeer Truck

Quoted Items

Item	Description	Unit	Quantity
1			
UMA1000	BERLON HD LOW PROFILE BUCKET - 36" WIDE - MIB-36	Each	1.00
S450TX003	TRACK MINI SKID STEER W/25 HP KUBOTA DIESEL	Each	1.00
UMA1055	BERLON BOLT ON CUTTING EDGE - 36" WIDE - MIBOCE-36	Each	1.00
S450TX030	7" NARROW TRACKS - 36" WIDTH	Each	1.00
S450TX061	2-SPEED AUXILARY (LOW/HIGH FLOW)	Each	1.00
S450TXCP249905	CP PREM 24 MOS, UNLIMITED HRS - 500 HRS MAINT (COVERED INTERVALS INCLUDED: 50, 100, 200, 300, 400 & 500 HOURS)	Each	1.00

Sub-total for Quoted Items: **\$37,712.16**
\$37,712.16

Additional Comments

This Quote IS Quoted By Using Sourcewell Pricing.

Acct #759285

If You Have Any Questions Call Anytime (479-886-4982)

Terms:

Prices are valid for 30 days with signed Quotation.

Customer Signature

Date

Vermeer Signature

Date

Subtotal: **\$37,712.16**

: **\$0.00**

Tax: **\$3,774.44**

Freight and Prep: **\$1,000.00**

Grand Total: **\$42,486.60**

The new equipment warranty for Vermeer Industrial Products is attached to this Sales Order and is part of this contract. Please read it carefully before signing. No express warranty is made unless identified on this Sales Order. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.



Springdale Tractor
 6160 W Sunset Avenue
 Springdale, AR 72762
 (479) 361-2518
 kubotacenter.com

Ship To: XXXXXXXXXXXXXXXXXXXX

Invoice To: City Of Springdale/Public Works - Airport
 269 E Randall Wobbe Ln
 Springdale AR 72764

Branch 01 - SPRINGDALE		
Date 07/30/2025	Time 15:24:26 (O)	Page 1
Account No SPRIN034	Phone No	Est No 01 Q26772
Ship Via	Purchase Order	
Tax ID No		
Frankie Addington		Salesperson FA

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 08/29/2025 Amount

Stock #: 073117 Serial #: KBXLCA1UESLF20992 43650.00
 New 2025 KU SCL1000
 New 2025 KUBOTA SCL1000 STAND-ON COMPACT LDR, 1000# ROC/WIDE
 INCLUDES: 42 INCH QUICK ATTACH BUCKET
 2 YESRS COMPLETE WARRANTY
 3 YEARS POWERTRAIN WARRANTY

Miscellaneous Charges/Credits

=====

SERVICE & HANDLING FEE	Qty: 1	Price: 129.00	129.00
Subtotal:			43779.00
AR STATE TAX:			2845.64
SPRINGDALE City:			875.58
WASHINGTON County:			547.24
Quote Total:			48047.46

Authorization: _____

Thank You for your business!

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN APPRAISAL SERVICES AGREEMENT FOR
SUNSET AVENUE EXTENSION
PROJECT NO 23BPS6**

WHEREAS, the City of Springdale is in need of appraisal services for the Sunset Avenue Extension from Shipley Street to Powell Street, including Powell Street from Sunset Avenue to Highway 412, and

WHEREAS, the City's project selection committee has selected Reed and Associates, Inc. as the most qualified firm,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS**, that

Section 1. The Mayor and City Clerk are hereby authorized to execute an agreement with Reed and Associates, Inc. for appraisal services for Sunset Avenue Extension for \$274,500 to be paid from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original agreement price.

PASSED AND APPROVED this ____ day of August, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

3739 N. Steele Blvd., Ste 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz

Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI, R/W-AC • Blake Hopper
Rob Potts • Ricky Scruggs • Ann Julian

August 14, 2025

Ryan Carr | Deputy Director of Engineering
City of Springdale
201 Spring Street, Springdale, AR 72764
rcarr@springdalear.gov

RE: Appraisal Services; Sunset Avenue and Powell Street Improvements; 83 tracts

Dear Mr. Carr:

Please accept this letter as our proposal for appraisal services in connection with the above captioned project.

The fee for land only Appraisal Reports is **\$3,000 per tract**. These reports will include the valuation of any site improvements that are adversely impacted by the acquisition. If there are improved tracts that require a Whole Property valuation, then the fee will be **\$3,500 per tract** for residential single family, **\$4,000 per tract** for multifamily, **\$4,000 per tract** for small commercial properties, and **\$4,500 per tract** for large commercial properties. All Appraisal Reports will address the estimated market value of the determined whole property before the proposed acquisition, and the estimated value of the determined remainder property after the acquisition. The preceding fees do not include court preparation or testimony, should they be required. Court preparation and testimony are invoiced at **\$250 per hour**. The minimum fee for court testimony is **\$1200**.

Our timeframe for completion of the project is January 2026. This completion date is contingent upon receiving all acquisition plans/documents in a timely manner. We would also ask for the acquisition areas to be staked prior to our inspections.

The Appraisal Reports will be prepared in conformity to: the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the appraisal requirements for the State of Arkansas.

We appreciate the opportunity to present this proposal. Please find attached Qualifications for Tom Reed, Shannon Mueller, Katie Hampton, Rob Potts, and Blake Hopper.

Thank-you for your consideration.

Sincerely,

Shannon Reed Mueller
Reed and Associates, Inc.

QUALIFICATIONS OF TOM REED

EDUCATIONAL BACKGROUND AND TRAINING

B.S.B.A. in Finance/Real Estate-University of Arkansas, 5-73

Masters in Business Administration-University of Arkansas, 5-78

Farm Manager and Rural Appraisal Course Sponsored by The American Society of Farm Managers and Rural Appraisers – 1976

The following courses and/or exams given by The American Institute of Real Estate Appraisers or the Appraisal Institute have been successfully completed:

Single-Family Residential Appraisal – 1976

Basic Principles, Methods & Techniques – 1977

Standards of Professional Practice – 1982

Capitalization Part I – 1983

Capitalization Theory & Techniques, Parts A & B – 1984

Case Studies In Real Estate Valuation – 1984

Valuation Analysis & Report Writing – 1987

Basic Valuation Procedures – 1988

Real Estate Appraisal Principles – 1988

Standards Of Professional Practice, Parts A & B – 1991

Standards Of Professional Practice, Parts A & B – 1996

Standards Of Professional Practice, Part C – 2001

The Appraiser As An Expert Witness: Preparation & Testimony – 2002

Litigation Appraising: Specialized Topics & Applications – 2002

Business Practice & Ethics – 2007

16-Hour Uniform Appraisal Standards for Federal Land Acquisitions – 2015

Numerous Seminars – 1992 To Present

PROFESSIONAL EXPERIENCE

Employed in the Real Estate Appraisal Profession since January, 1974

Reed & Associates, Inc. - Real Estate Appraisal Company located at 3739 N. Steele Blvd., Suite 322, Fayetteville, Arkansas – President since its inception in July, 1979

Real Estate Market Data, Inc. – Market Data Research Company located at 3739 N. Steele Blvd., Suite 322, Fayetteville, Arkansas – President since its inception in June, 2003

Colliers International Branch Office – Commercial Real Estate/Development, 3739 N. Steele Blvd., Suite 322, Fayetteville, Arkansas – Executive Broker

Irwin Partners – Commercial Real Estate/Development – Partner – Merged with Colliers International in October 2017

PROFESSIONAL AFFILIATIONS AND DESIGNATIONS

Arkansas Real Estate Salesperson's License - 1972

Arkansas Real Estate Broker's License - 1979

National Association of Realtors

Arkansas Realtors Association - GRI

District 3 Vice-President (1985)

Board of Directors (1987-1989)

Board of Realtors

Metro Area (Springdale President-1984)

Member of The Counselors of Real Estate (CRE) – Certificate #2450

Member of the Appraisal Institute (MAI) – Certificate #7987

Ozark Mountain Chapter of The Appraisal Institute (President - 1992)

Member of the Northwest Arkansas Appraisal Section

State Certified General Appraiser - Arkansas - CG0217

State Certified General Appraiser - Missouri - RA002568

CLIENTELE

FAA Dept. of Transportation-Southwest Region - Ft. Worth, Texas

National Park Service - Harrison, Arkansas

Internal Revenue Service

Federal Housing Administration
Housing & Urban Development
Farmers Home Administration
Federal Deposit Insurance Corporation
Resolution Trust Corporation
Corps of Engineers - Little Rock, Arkansas & Vicksburg, Mississippi Districts
Arkansas State Highway and Transportation Department/ARDOT
Arkansas Game and Fish Commission
O.R. Colan Associates
Universal Field Services
Pinnacle Consulting Management Group, Inc.
Briggs Field Services, Inc.
Cities of: Springdale, Fayetteville, Rogers, Bentonville, Siloam Springs, Mountain Home, Harrison, Gravette, Pea Ridge, Searcy, Mena, and Little Rock, Arkansas; Branson, Missouri
Mass Appraisal for Property Tax Purposes; Baxter, Boone and Carroll Counties, Arkansas
Southwestern Electric Power Company
Carroll Electric Cooperative Corporation
Entergy Arkansas, Inc.
Tyson Foods, Inc.
Georges, Inc.
Holiday Island Suburban Improvement District
Cherokee Village Suburban Improvement District
Various Water Authorities, Attorneys, Corporations, and Individuals
Financial Institutions – Arvest Bank, Legacy National Bank, First Security Bank, Regions Bank, Simmons Bank of Arkansas, Centennial Bank, First State Bank of Lonoke, Bank of the Ozarks, United Bank, Today's Bank, First Western Bank, Bear State Bank, Bank of Arkansas, Benefit Bank, Bank of Oklahoma, IberiaBank, Bancorp South, First National Bank of Fort Smith, Chambers Bank, Signature Bank, Cornerstone Bank, Community First Bank, US Bank, and others.

COURT TESTIMONY

Circuit Court – Harrison, Fayetteville, Bentonville, Berryville, Eureka Springs, Mt. Home, Fort Smith, Clinton, Mena, Little Rock, Jonesboro, and Searcy, Arkansas; Forsyth, Missouri; Mount Vernon, Missouri
Federal Court – Harrison, Fayetteville, & Fort Smith, Arkansas
Chancery Court – Harrison & Fayetteville, Arkansas

APPRAISAL COURSES AND SEMINARS RECENTLY COMPLETED

Courses & Seminars - 2010

Appraisal Curriculum Overview – Green Country of Oklahoma Chapter, Appraisal Institute; Tulsa, Oklahoma
Hotel Appraising: New Techniques for Today's Uncertain Times – Ozark Mountain Chapter of the Appraisal Institute; Branson, Missouri
Annual Convention – Counselors of Real Estate

Courses & Seminars - 2012

7-Hour National USPAP Update Course-Ozark Mountain Chapter of the Appraisal Institute; Rogers, Arkansas
Business Practices and Ethics – Chicago Chapter of the Appraisal Institute
Annual Convention – Counselors of Real Estate

Courses & Seminars - 2013

Annual Convention – Counselors of Real Estate; San Francisco, California

Courses & Seminars - 2014

7-Hour National USPAP Update Course – Arkansas Chapter of the Appraisal Institute; Fayetteville, Arkansas
Ten Deadly Mistakes Appraisers Make – Northwest Arkansas Appraisal Section; Bentonville, Arkansas
Annual Convention – Counselors of Real Estate

Courses & Seminars - 2015

16-Hour Uniform Appraisal Standards for Federal Land Acquisitions – Arkansas Chapter of the Appraisal Institute; Little Rock, Arkansas
Appraisals and Appraisal Reviews, Improving Quality and Content – O.R. Colan Associates; Little Rock, Arkansas
Annual Convention – Counselors of Real Estate

Courses & Seminars - 2016

7-Hour National USPAP Update Course – Ozark Mountain Chapter of the Appraisal Institute; Joplin, Missouri

2016 Day With Appraisers Seminar – Arkansas Appraiser Licensing and Certification Board; Little Rock, Arkansas
Courses & Seminars - 2017

2017 Day With Appraisers Seminar – Arkansas Appraiser Licensing and Certification Board; Little Rock, Arkansas
Annual Convention – Counselors of Real Estate

Courses & Seminars - 2018

7-Hour National USPAP Update Course – Green Country and Ozark Mountain Chapter of the Appraisal Institute; Joplin, Missouri

2018 Day With Appraisers Seminar – Arkansas Appraiser Licensing and Certification Board, Little Rock, Arkansas
Compliance, Completeness, and Competency – Arkansas Chapter of the Appraisal Institute; Little Rock, Arkansas

Courses & Seminars - 2019

7-Hour National USPAP Update Course – Appraisal Institute; Fayetteville, Arkansas

Rural Valuation Basics – Appraisal Institute; Little Rock, AR

2019 Day With Appraisers Seminar – Arkansas Appraiser Licensing and Certification Board, Little Rock, Arkansas

Courses & Seminars - 2020

The Cost Approach: Unnecessary or Vital to a Healthy Practice – 2020 - Appraisal Institute – Arkansas Chapter

Examining Property Rights & Implications in Valuation – 2020- Appraisal Institute – Arkansas Chapter

Courses & Seminars - 2021

7-Hour National USPAP Update Course – Arkansas Chapter of the Appraisal Institute; Little Rock, Arkansas

Courses & Seminars – 2022-2025

403 – Easement Valuation – International Right of Way Association

Business Practices and Ethics – Tennessee Chapter of the Appraisal Institute

2022 – Day With Appraisers Seminar – Arkansas Appraiser Licensing & Certification Board, Little Rock, Arkansas

2023 – Day With Appraisers Seminar – Arkansas Appraiser Licensing & Certification Board, Little Rock, Arkansas

7-Hour National USPAP Update Course – Arkansas Chapter of the Appraisal Institute

2024 – Unique Nature and Fundamental Processes – Forest Land Valuation In Appraisal

2025 – Complex Litigation Appraisal Case Studies – Arkansas Chapter of the Appraisal Institute

REFERENCES

Jerry Vest, Retired President & CEO, Regions Bank; Rogers, AR	479-531-7879
Patsy Christie, Retired Director of Planning & Community Development; Springdale, AR	479-750-8550
Chris Brown, City Engineer, City of Fayetteville; Fayetteville, AR	479-575-8207
Charles Harwell, Attorney, Cypert, Crouch, Clark & Harwell; Springdale, AR	479-756-5222

QUALIFICATIONS OF SHANNON REED MUELLER

EDUCATION

B.S.B.A. in Finance/Real Estate-University of Arkansas, 5-94

PROFESSIONAL EXPERIENCE

May 2006-Present – Certified General Appraiser for REED & ASSOCIATES, INC., Fayetteville, Arkansas
May 2005–May 2006 – State Licensed Appraiser for REED & ASSOCIATES, INC., Fayetteville, Arkansas
April 2003-May 2005 – Appraiser Trainee for REED & ASSOCIATES, INC., Fayetteville, Arkansas
1994-April 2003-Commercial Credit Analyst and Appraisal Review for First National Bank of Springdale, Springdale, Arkansas & First Tennessee Bank

PROFESSIONAL AFFILIATIONS AND DESIGNATIONS

Ozark Chapter of the Appraisal Institute
Arkansas Chapter of the International Right of Way Association-President
International Right of Way Association – R/W-AC
Member of the Northwest Arkansas Appraisal Section
State Certified General Appraiser – Arkansas – CG2302
Member of the Appraisal Institute (MAI) - 404987
Arkansas Appraisal Licensing Board-2014-2020, Chairman 2017, 2018
Springdale Planning Commissioner 2016-2024-Chairman-2023

PROFESSIONAL COURSES COMPLETED

Real Estate Principles – UA – 1993
Real Estate Investment & Appraisal – UA – 1994
Real Estate Finance – UA – 1993

RELEVANT COLLEGE COURSES

Accounting Principles I & II, Business Law, Microeconomics, Macroeconomics, Financial Theory & Practice, Information Systems Mgt., Organizational Behavioral Theory, Strategic Management, Principles of Marketing, Business Statistics, Principles of Real Estate, Real Estate Investment, Real Estate Finance, Commercial Banking, Principles Of Banking & Finance

CLIENTELE

Arkansas Department of Tourism
Arkansas State Highway and Transportation Department
Arkansas Game and Fish Commission
O.R. Colan Associates
Universal Field Services
Northwest Arkansas Land Trust
Cities of: Springdale, Fayetteville, Rogers, Lowell, Bentonville, Prairie Grove, Siloam Springs
Beaver Water District
Carroll Electric Cooperative Corporation
Tyson Foods, Inc.
Various Water Authorities, Attorneys, Corporations, and Individuals
Financial Institutions – Arvest Bank, Legacy National Bank, First Security Bank, Centennial Bank, Bear State Bank, United Bank, First Western Bank, IberiaBank, Bancorp South, Signature Bank, Cornerstone Bank, and others.

COURT TESTIMONY

Circuit Court - Bentonville, and Fayetteville, Arkansas

PROFESSIONAL COURSES & SEMINARS COMPLETED

Uniform Standards of Professional Appraisal Practice, (USPAP) – Russellville, AR-2003
Fundamentals of Real Property Appraisal – Russellville, AR-2004
Land/Site Valuation & Sales Comparison Approach – Russellville, AR-2004
Evaluating Residential Construction – Ozark Chapter of The Appraisal Institute, Bentonville, AR-2005
General Report Writing – Appraisal Institute, Chicago, IL-2005
National Uniform Standards of Professional Appraisal Practice, (USPAP Update)-Chicago, IL-2005
Eminent Domain and Condemnation – Appraisal Institute Seminar-2005
Basic Income Capitalization – Ozark Mountain Chapter of The Appraisal Institute, Rogers, AR-2006
Business Practices and Ethics – Ozark Mountain Chapter of The Appraisal Institute, Joplin, MO-2007
National Uniform Standards of Professional Appraisal Practice, (USPAP Update)-Joplin, MO-2007
General Market Analysis and Highest and Best Use – Green Country Chapter of The Appraisal Institute, Tulsa, OK-2008
National Uniform Standards of Professional Appraisal Practice, (USPAP Update)-Fayetteville, AR-2010
Appraising Distressed Commercial Real Estate – Ozark Mountain Chapter of The Appraisal Institute-Rogers, AR-2010
Forecasting Revenue – Ozark Mountain Chapter of The Appraisal Institute-Rogers, AR-2010
Analyzing Rural Residential Outbuildings- Northwest Arkansas Appraisal Section-Fayetteville, AR-2010
Business Practices and Ethics – Ozark Mountain Chapter of The Appraisal Institute, Cassville, MO-2011
National Uniform Standards of Professional Appraisal Practice, (USPAP Update)-Rogers, AR-2012
Advance Income Capitalization-Little Rock, AR-2012
National Uniform Standards of Professional Appraisal Practice, (USPAP Update)-Fayetteville, AR-2014
Advanced Applications & Case Studies-Tulsa, OK-2014
Business Practice & Ethics-Bentonville, AR-2014
16-Hour Uniform Appraisal Standards for Federal Land Acquisitions – Arkansas Chapter of the Appraisal Institute; Little Rock, Arkansas
National Uniform Standards of Professional Appraisal Practice, (USPAP Update)-Fayetteville, AR-2016
National Uniform Standards of Professional Appraisal Practice, (USPAP Update)-Fayetteville, AR-2018
National Uniform Standards of Professional Appraisal Practice, (USPAP Update)-Fayetteville, AR-2020
National Uniform Standards of Professional Appraisal Practice, (USPAP Update)-Virtual Classroom, AR-2022
Business Practice & Ethics-Virtual Classroom, AR-2023
The Valuation of Partial Acquisitions-2023
National Uniform Standard of Professional Appraisal Practice, (USPAP Update)-Virtual Classroom, AR-2024
Problems in the Valuation of Partial Acquisitions-2024

REFERENCES

Patsy Christie, Retired Director of Planning and Community Development; Springdale, Arkansas	479-750-8550
Brian Bahr, Economic Development Manager, City of Bentonville; Bentonville, Arkansas	479-271-5997
Charles Harwell, Attorney, Crouch, Harwell, Fryer & Ferner; Springdale, Arkansas	479-751-5222
Lance Jobe, City Engineer, City of Rogers	479-621-1116
Rick Pulvirenti, P.E., Director of Engineering, Springdale Water Utilities	479-927-4183
Chris Brown, City Engineer, City of Fayetteville; Fayetteville, Arkansas	479-575-8207

QUALIFICATIONS OF KATIE REED HAMPTON

EDUCATION

B.S.B.A. in Finance/Real Estate, Minor in Marketing-University of Arkansas, December 2006

PROFESSIONAL EXPERIENCE

January 2007-May 2011 – Commercial Coordinator for Streetsmart NWA, LLC, Fayetteville, Arkansas

May 2008-May 2011 – Research Assistant for Reed & Associates, Inc., Fayetteville, Arkansas

May 2011 – October 2019 – State Registered Appraiser for Reed & Associates, Inc., Fayetteville, AR

November 2019–Present – Certified General Appraiser for Reed & Associates, Inc., Fayetteville, Arkansas

Colliers Arkansas Branch Office – Commercial Real Estate/Development, 3739 N. Steele Blvd., Suite 322, Fayetteville, Arkansas – Sales Associate/Property Manager

PROFESSIONAL AFFILIATIONS AND DESIGNATIONS

Real Estate Salespersons License-Arkansas

Certified General Appraiser – Arkansas – CG3642

Arkansas Chapter of the Appraisal Institute, Past Board of Director

International Right Of Way Association, Secretary 2021-2022, Treasurer 2022-2023, Vice President 2023-2024, President 2024-2025

Arkansas Appraisal Board, Past Vice-Chair & Member

Candidate for Designation – Appraisal Institute

PROFESSIONAL COURSES COMPLETED

Real Estate Principles – UA – 2005

Real Estate Investment & Appraisal – UA – 2006 Real Estate Finance – UA – 2006

Appraisal Institute – Chicago Chapter – Course OL-401G – General Appraiser Sales Comparison Approach – December 2011

National Uniform Standards of Professional Appraisal Practice (USPAP) – 15 Hours – Russellville, AR

Appraisal Institute – Chicago Chapter – Business Practice & Ethics - 2012

Appraisal Institute – Chicago Chapter – Basic Appraisal Principles - 2013

Appraisal Institute – Chicago Chapter – General Appraiser Site Valuation & Cost Approach – 2013

Appraisal Institute – Chicago Chapter – General Appraiser Report Writing – 2013

Appraisal Institute – Chicago Chapter – General Appraiser Income Capitalization Approach I – 2013

Appraisal Institute – Chicago Chapter – General Appraiser Income Capitalization Approach II – 2014

16-Hour Uniform Appraisal Standards for Federal Land Acquisitions – Arkansas Chapter of the Appraisal Institute; Little Rock, Arkansas

Appraisal Institute – Chicago Chapter – General Appraiser Market Analysis & Highest & Best Use – 2015

Appraisal Institute – Chicago Chapter – Eminent Domain and Condemnation – 2016

National Uniform Standards of Professional Appraisal Practice (USPAP) – 7 Hour Update – 2016

Appraisal Institute – Green Country and Ozark Mountain Chapter – Advanced Income Capitalization Approach – 2017

National Uniform Standards of Professional Appraisal Practice (USPAP) – 7 Hour Update – 2018

The Cost Approach: Unnecessary or Vital to a Healthy Practice – 2020 - Appraisal Institute – Arkansas Chapter

National Uniform Standards of Professional Appraisal Practice (USPAP) – 7 Hour Update – 2020 - Appraisal Institute – Arkansas Chapter

Case Studies in Complex Valuation – 2020 – Appraisal Institute – Arkansas Chapter

Examining Property Rights & Implications in Valuation – 2020- Appraisal Institute – Arkansas Chapter

403 – Easement Valuation – International Right of Way Association

National Uniform Standards of Professional Appraisal Practice (USPAP) – 7 Hour Update – 2022 - Appraisal Institute – Arkansas Chapter

Appraisal Institute – Chicago Chapter – Advanced Market Analysis & Highest & Best Use – 2022

Appraisal Institute – Chicago Chapter – Quantitative Analysis – 2024

National Uniform Standards of Professional Appraisal Practice (USPAP) – 7 Hour Update – 2024 – Oklahoma Ozark Chapter

Appraisal Institute – Chicago Chapter – Advanced Concepts & Case Studies - 2024

CLIENTELE

Arkansas State Highway and Transportation Department

O.R. Colan Associates

Universal Field Services

Cities of: Springdale, Fayetteville, Rogers, Lowell, Bentonville, Prairie Grove, Siloam Springs

Carroll Electric Cooperative Corporation

Various Water Authorities, Attorneys, Corporations, and Individuals

Financial Institutions

RELEVANT COLLEGE COURSES

Microeconomics, Macroeconomics, Principles of Marketing, Business Statistics, Real Estate Principles, Real Estate Investment & Appraisal, Real Estate Finance, International Finance, Financial Markets & Institutions, Financial Analysis & Valuation, Business Strategy & Planning, International Marketing, Market Research

QUALIFICATIONS OF ROBERT M. POTTS

EDUCATION

B.A. in Business Administration, 5-91

PROFESSIONAL EXPERIENCE

August 1991 – June 1992, Real Estate Appraisal work for Hall and Associates and the Irwin Company, Little Rock, Arkansas

June 1992 – April 2003 - State Licensed Appraiser for REED & ASSOCIATES, INC., Springdale, Arkansas

December 2023 – Present – State Licensed Appraiser for REED & ASSOCIATES, INC., Fayetteville, Arkansas

PROFESSIONAL AFFILIATIONS AND DESIGNATIONS

State Certified General Appraiser – Arkansas – CG0823

Real Estate Salespersons License-Arkansas

APPRAISAL INSTITUTE COURSES COMPLETED

Course 110 – (Real Estate Appraisal Principles) – 1992

Course 310 – (Basic Income Capitalization) – 1994

Course 510 – (Advanced Income Capitalization) – 2002

Course 520 – (Highest & Best Use & Market Analysis) – 1998

Course 530 – (Advanced Sales Comparison & Cost Approaches) – 1996

Course 540 – (Report Writing & Valuation Analysis) – 2000

Course 550 – (Advanced Applications) – 1999

General Comprehensive Exam – 2002

RELEVANT COLLEGE COURSES

Real Estate Principles; Money and Banking; Macro & Microeconomics, Principles of Accounting 1 & 2; Business Statistics; Business Law; Management and Organizational Behavior; Corporate Financial Management; Consumer Behavior; Management Strategy and Policy; Principles of Marketing; Principles of Advertising; Business Communications;

CLIENTELE

Benton Washington Regional Public Water Authority

Cities of: Springdale, Fayetteville, Rogers, Bentonville

Tyson Foods, Inc.

Georges, Inc.

Wal-Mart, Inc.

Various Attorneys, Corporations, and Individuals

Financial Institutions – Arvest Bank, Legacy National Bank, First Security Bank, United Bank, Signature Bank, and others.

PROFESSIONAL COURSES & SEMINARS COMPLETED

Appraisal Reporting of Complex Residential Properties – Appraisal Institute – 1993

The Appraisers Legal Liabilities – Appraisal Institute – 1993

Marketing Your Appraisal Services Effectively - Appraisal Institute 1995

Fair Lending & The Appraiser – Appraisal Institute – 1999

Appraisal of Nonconforming Uses – Appraisal Institute – 2000

FHA Appraisal Inspection from the Ground Up – Appraisal Institute – 2000

Land & Site Valuation – McKissock – 2023

Commercial Land Valuation – McKissock – 2023
 Fair Housing, Bias & Discrimination – McKissock – 2023
 The Cost Approach – McKissock – 2023
 Introduction to the Uniform Appraisal Dataset – McKissock – 2023
 The Income Approach – McKissock – 2023
 The Sales Comparison Approach – McKissock – 2023
 Appraisal of Fast Food Facilities – McKissock – 2023
 Appraisal of Industrial and Flex Buildings – McKissock – 2023
 Appraisal of REO and Foreclosure Properties – McKissock – 2023
 Appraisal of Self-Storage Facilities – McKissock – 2023
 Complex Properties: The Odd Side of Appraisal – McKissock – 2023
 Divorce & Estate Appraisals; Elements of Non Lender Work – McKissock – 2023
 Appraising Today's Manufactured Homes – McKissock – 2023
 Best Practices for Completing Bifurcated & Hybrid Appraisals – McKissock – 2023
 Evaluating Today's Appraisal: Residential Reliable Review – McKissock – 2023
 Green Building Concepts for Appraisers – McKissock – 2023
 GSE Appraisal Requirements and Guidelines – McKissock – 2023
 Income Approach Case Studies for Commercial Appraisal – McKissock – 2023
 Intermediate Income Case Studies for Commercial Appraisers – McKissock – 2023
 Intro to Commercial Appraisal Review – McKissock – 2023
 Intro to Expert Witness Testimony for Appraisers – McKissock – 2023
 Market Disturbances – Appraisal in Atypical Market and Cycles – McKissock - 2023
 Residential Construction and the Appraiser – McKissock – 2023
 Valuation of Residential Green Buildings – McKissock – 2023
 Basics of Expert Witness Commercial Appraisal – McKissock – 2023
 Residential Appraisal Review and USPAP Compliance – McKissock – 2023
 VA Appraisal Requirements & Guidelines – McKissock – 2023
 Uniform Appraisal Standards for Federal Land Acquisitions – McKissock – 2023
 Understanding Luxury Home Features – McKissock – 2023
 Fundamentals of Appraising Luxury Homes – McKissock – 2023
 The FHA Handbook 4000.1 – McKissock – 2023
 Relocation Appraisal and the ERC Form – McKissock – 2023
 Residential Report Writing – McKissock – 2023
 Residential Property Measurement and ANSI Z765 – McKissock – 2023
 New Construction Essentials: Luxury Homes – McKissock – 2023
 2024 – 2045 7 Hour National USPAP Update Course – McKissock – 2023
 Appraising Owner-Occupied Commercial Properties – McKissock – 2024
 Appraising 2-4 Unit Residences – McKissock – 2024
 Business Practices and Ethics – Appraisal Institute – 2025
 Complex Litigation Appraisal Studies – Appraisal Institute – 2025
 2024 – 2045 7 Hour National USPAP Update Course – Appraisal Institute – 2025

REFERENCES

Patsy Christie, Director of Planning and Community Development, Retired;
 Springdale, Arkansas 479-750-8550
 Dean Lagrone, Springdale Market President at First Security Bank,
 Springdale, Arkansas 479-750-7060
 Brian Glenn, Chief Development Officer, Legacy National Bank,
 Springdale, Arkansas 479-717-1900

QUALIFICATIONS OF BLAKE HOPPER

EDUCATION

- Master of Business Administration; Business Administration, concentration in finance; University of North Alabama
- Bachelor of Business Administration; double major in Computer Information Systems, concentration in applied micro system design and Management, concentration in entertainment industry management; University of North Alabama

PROFESSIONAL EXPERIENCE

- Certified General Appraiser; Reed & Associates, Inc., Fayetteville, Arkansas (Jun 2025 to Present)
- Registered Apprentice Appraiser; Reed & Associates, Inc., Fayetteville, Arkansas (Mar 2021 to Jun 2025)
- Commercial Agent; Devereux Real Estate Investments, Rogers, Arkansas (Oct 2020 to Present)
- Real Estate Development Manager; Tallchamps, LLC., Rogers, Arkansas (Jan 2004 to Present)
- Financial Analyst; Cooper Realty Investments, Rogers, Arkansas (Oct 2000 to Jan 2004)

PROFESSIONAL DESIGNATIONS

- Certified General Appraiser, CG4720; Arkansas Appraiser Licensing and Certification Board
- Certified Property Manager, CPM; Institute of Real Estate Management
- Real Estate Salespersons License, SA53809; Arkansas Real Estate Commission

PROFESSIONAL AFFILIATIONS

- Member; Institute of Real Estate Management
- Member; National Association of Realtors

PROFESSIONAL COURSES COMPLETED

- Arkansas Appraiser Licensing and Certification Board:
General Appraiser Income Approach (2024); General Appraiser Market Analysis Highest and Best Use (2024); General Appraiser Sales Comparison Approach (2024); General Report Writing and Case Studies (2024); General Appraiser Site Valuation and Cost Approach (2024); Statistics, Modeling, and Finance (2024, 2022); Expert Witness for Commercial Appraisers (2024); Commercial Appraisal Review – Subject Matter Elective (2024); Appraisal of Industrial and Flex Buildings (2023); Appraisal of Self-Storage Facilities (2023); National Uniform Standards of Appraisal Practice (2020, 2022); Advanced Residential Applications and Case Studies (2022); Appraisal Subject Matter and Electives (2022); Residential Market Analysis and Highest and Best Use (2021); Residential Sales Comparison and Income Approaches (2021); Residential Report Writing and Case Studies (2021); Residential Appraiser Site Valuation and Cost Approach (2021); Basic Appraisal Principles (2020); Basic Appraisal Procedures (2020); Appraisal Supervisor/Trainee Course (2020)
- Arkansas Real Estate Commission:
Real Estate Broker Pre-License (2022)
- Federal Aviation Administration:
Unmanned Aircraft General Exam (2020)
- Institute of Real Estate Management:
CPM Independent Property Management Plan (2020); Ethics for the Real Estate Manager (2020); Managing Maintenance Operations and Property Risk (2019); Financing and Loan Analysis for Investment Real Estate (2019); Budgeting, Cash Flow, and Reporting for Investment Real Estate (2019); Leading a Winning Property Management Team (2019); Marketing and Leasing Retail Properties (2019); Performance and Valuation of Investment Real Estate (2019); Asset Analysis of Investment Real Estate (2019)



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION MANAGER AGREEMENT
FOR PRECONSTRUCTION SERVICES ON SUNSET
AVE AND POWELL STREET 23BPS6**

WHEREAS, the City of Springdale is in need of construction management services for the Sunset Ave. & Powell St. north project;

WHEREAS, Nabholz Construction Corporation was selected as the most qualified construction management firm for this project;

WHEREAS, the price not to exceed amount for preconstruction services shall be \$269,328.83.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS,** that

Section 1. the Mayor and City Clerk are hereby authorized to enter into a construction management services agreement with Nabholz Construction Corporation for preconstruction phase services to be paid from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders does not exceed 10% of the original agreement price.

PASSED AND APPROVED this _____ day of August, 2024.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is by and between **The City of Springdale Department of Engineering of Springdale Arkansas** (“Owner”) and **Nabholz Construction Corporation** (“Construction Manager at Risk” or “CMAR”).

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions, as applicable.

Owner and CMAR hereby agree as follows:

ARTICLE 1—THE PROJECT

- 1.01 The Project, of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows:

Sunset Avenue and Powell Street Improvements

ARTICLE 2—[OWNER’S ADVISOR AND ENGINEER; OWNER’S PROJECT TEAM

- 2.01 The Owner has retained N/A (Owner’s Advisor or OA) to act as Owner’s representative, assume all duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner, and have the rights and authority assigned to Owner’s Advisor in the Contract.
- 2.02 The Owner has retained Garver Engineering (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, and to have the rights and authority assigned to Engineer in the CMAR Contract.

ARTICLE 3—CMAR PRECONSTRUCTION SERVICES

- 3.01 Scope of CMAR Preconstruction Services
- A. CMAR will perform the CMAR Preconstruction Services set forth in Exhibit A, Scope of CMAR Preconstruction Services, as authorized, and other specified CMAR Services as expressly set forth in a Contract Amendment. Services rendered by CMAR to meet its general construction and management obligations during the construction phase are not CMAR Preconstruction Services, and are not compensated as CMAR Preconstruction Services, unless expressly designated as such.
- 3.02 Intentionally Omitted
- 3.03 Authorization to Provide Preconstruction Services
- A. CMAR is authorized by the execution of this Agreement to begin providing CMAR Preconstruction Services set forth in Article 1 in Exhibit A, Scope of CMAR Preconstruction Services, as of the Effective Date of the Contract.
- 3.04 Compensation for CMAR Preconstruction Services
- CMAR Preconstruction Services—Owner will compensate CMAR for CMAR Preconstruction Services, provided per Article 1, Exhibit A—Scope of Work for CMAR Preconstruction Services, based on a lump sum or hourly billing rate as selected below:

- ☐ Owner will pay a lump sum (stipulated price) in the amount of \$INSERT DOLLAR AMOUNT
- ☒ Owner will pay for each hour earned at the Billing Rates shown in Exhibit B. Such compensation is subject to the not-to-exceed limit of **\$269,328.83**

3.05 Payment for CMAR Preconstruction Services

A. Preparation and Submittal of Invoices

1. CMAR will prepare and submit invoices for CMAR Preconstruction Services to Owner's Advisor on a monthly basis in the format approved by Owner.
2. If required by the Owner, CMAR will provide documentation reasonably required to verify the charges included on CMAR's invoices

B. Payments

1. If compensation for CMAR Preconstruction Services is based on a Lump Sum (stipulated sum), payment shall be made as follows:
 - a. The Lump Sum amount includes compensation for CMAR's services, and services of CMAR Subconsultants, if any. Appropriate amounts are to be incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and other cost.
 - b. The amount invoiced each billing period will be based on the CMAR's estimate of the percentage of the total CMAR Services completed during the billing period.
 - c. The compensation paid to CMAR for CMAR Preconstruction Services will not exceed the Lump Sum amount unless duly authorized by a Contract Amendment.
2. If compensation for CMAR Preconstruction Services is on an Hourly Billing Rate basis:
 - a. Owner shall pay CMAR an amount equal to the cumulative hours charged to the Project by CMAR's personnel times Hourly Billing Rates for each applicable Classification.
 - b. Hourly Billing Rates include all of the following—salaries and wages paid to personnel in each billing classification; the cost of customary and statutory benefits; general and administrative overhead; non-project operating costs; and operating margin or profit.
 - c. Hourly Billing Rates are to include all expenses related to providing CMAR Services including the following categories:
 - 1) Transportation and subsistence;
 - 2) Technology charges and data charges associated with the use of computers and tablets;
 - 3) Printing and reproduction of documents;
 - 4) Health and safety related equipment and training; and
 - 5) Special equipment used for CMAR Services.
 - d. The amounts paid to CMAR under this Article are deemed to include full compensation for CMAR's overhead and profit associated with such labor and expenses.

C. Time of Payment

1. Owner will make payments for CMAR Preconstruction Services within ten (10) days after receiving an approved invoice from the Owner's Advisor.
 2. If Owner fails to make any payment due CMAR for CMAR Preconstruction Services within 30 days after CMAR submitting an invoice, then:
 - a. Amounts unpaid thirty (30) days after payment is due to CMAR shall bear interest at the rate of 10% per annum or the highest rate allowed by applicable law, whichever is less, until paid ; and
 - b. CMAR may, after giving 14 days' written notice to Owner, suspend services under this Agreement until Owner has paid all amounts due for services, expenses, and other related charges in full. Owner waives any and all claims against CMAR for this suspension.
 3. Owner may withhold only properly contested portions of an invoice and must pay the undisputed portion of the invoice.
- D. Compensation for CMAR Preconstruction Services discussed in Article 3 is not compensation for the Work and is not included in the GMP. No retainage will be withheld from payments of CMAR Preconstruction Services; however, such payments are subject to the set-off provisions in General Conditions Article 15.

ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

- 4.01 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:
- A. Payment for Construction Support Costs in accordance with Article 5;
 - B. Payment for Cost of the Work as provided in Article 6; and
 - C. Payment of a CMAR Fee as set forth in Article 7 .
- 4.02 This Agreement establishes a CMAR Contingency Allowance for use in paying for unforeseen costs as set forth in Article 8.
- 4.03 The amounts for CMAR's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS AND CONTRACT MANAGEMENT

- 5.01 Construction Support Costs (general conditions)
- A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as Cost of the Work. Construction Support Costs include without limitation:

1. CMAR project management costs, including project managers, general superintendents, engineering staff, and clerical support located at locations or offices other than the Site;
2. Management of Subcontractors and Suppliers;
3. Management of delegated professional design services, if any;
4. Costs associated with safety programs, including safety managers and safety representatives;
5. Quality management not specifically designated to be covered in a Work Authorization;
6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;
7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;
8. Compliance with Laws and Regulations;
9. Taxes, other than those specifically designated to be covered in a Work Authorization;
10. Contract administration costs, including costs for:
 - a. Meetings, reporting, notifications, and other communications and coordination,
 - b. Document management,
 - c. Submittals, record data, and other documentation,
 - d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
 - e. Changes to the CMAR Contract per Article 11 of the General Conditions,
 - f. Applications for Payment per Article 15 of the General Conditions,
 - g. Maintenance of Record Documents, and
 - h. Other contract administration costs included in the Contract Documents;
11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;
12. General insurance charges, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization at rates to be agreed upon by Owner and CMAR and subject to adjustment on the first day of each calendar year if required by the CMAR;
13. Costs associated with CMAR temporary facilities and temporary infrastructure at the Site;
14. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than \$2,500;

15. Costs for site maintenance, storage of materials at the Site, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;
 16. Costs associated with temporary operation of facilities by the CMAR;
 17. Costs associated with substantial completion, partial utilization, and final completion; and
 18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.
- B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.
- 5.02 [Intentionally Omitted]
- 5.03 Construction Support Costs Extended Rate.
- A. If the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13, CMAR will be entitled to additional compensation for Construction Support Costs at the Construction Support Costs Extended Rate.
- B. The Construction Support Costs Extended Rate is determined by dividing the Construction Support Costs by the projected number of days in the Construction Period. CMAR will be entitled to additional compensation for Construction Support Costs at the rate shown below if the extended time is associated with a compensable delay under the provisions of the General Conditions.
- Construction Support Costs Extended Rate – Rate shall be determined at time of extension and based on scope of work
- 5.04 Changes in Construction Support Costs
- A. Owner and CMAR acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement 9 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are approximations of actual costs intended to liquidate and stipulate CMAR's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CMAR's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased except in cases in which CMAR demonstrates:
1. An unanticipated increase in Construction Support Costs resulting from scope changes in the Work or other causes attributable to Owner; and
 2. Such increase in costs has not otherwise been compensated in a Work Authorization, Contract Amendment, or Change Order.
- 5.05 Compensation for Construction Support Costs
- The sum payable to CMAR for Construction Support Costs will be established when the Guaranteed Maximum Price is established. Payments for Construction Support Costs will be made in equal monthly increments determined by dividing the Construction Support Costs Contract

Amount by the projected number of months in the Construction Period. No payment will be made for Construction Support Costs in excess of the Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

- 5.06 Scope of Construction Support Services. In addition to performance of its general construction and management duties, CMAR will perform the following during the construction phase:
- A. During performance of the Work, the CMAR shall schedule and conduct meetings with Subcontractors and Suppliers to discuss such matters as progress, coordination, and status of the Work as appropriate. CMAR shall also assist the Owner's Advisor with planning periodic Project meetings with the Owner and Engineer and shall participate in these meetings and provide information as reasonably requested by the Owner's Advisor.
 - B. CMAR will submit periodic reports to the Owner and Owner's Advisor, showing percentages of completion and other information required by the Owner.
 - C. CMAR will keep and make available to the Owner and Owner's Advisor a daily log containing a record of each day of weather, portions of the Work in progress, number of workers on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.
 - D. CMAR will develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.

ARTICLE 6—COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

- A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:
 - 1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or
 - 2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.
- C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

- A. Labor Costs—Labor costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Labor costs are to include salaries and wages plus the cost

of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto (collectively referred to as "Labor Burden"). Labor Burden shall be charged at a flat rate percentage of base wage to be agreed upon by CMAR and Owner, provided that such costs are based on wages and salaries included in the Cost of the Work as described herein. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above. Owner acknowledges that the Labor Burden rate agreed upon by CMAR and Owner is confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.

- B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CMAR unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner if Owner elects to make payment early to take advantage of said discounts, rebates, and refunds and returns.
- C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established at rates not exceeding standard rental rates paid at the place of the Project..
- D. Subcontractor Cost—Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors who are qualified to perform that portion of the Work and CMAR shall deliver such bids to Owner with an indication as to which bids the CMAR intends to accept. The Owner then has the right to review the CMAR's list of proposed subcontractors in consultation with the Owner's Advisor and CMAR and has the right to object to any proposed subcontractor or supplier if Owner has a reasonable basis for making such objection. Provided, when a specific subcontractor is recommended to Owner by CMAR, is qualified to perform that portion of the Work, and has submitted a bid in conformance with listed requirements, but the Owner requires that a different bid be accepted, then the CMAR may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the subcontractor recommended to the Owner by the CMAR and the amount of the subcontract actually signed by the CMAR with the subcontractor designated by the Owner. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

- E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.
1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.
 2. Construction equipment and machinery cost will be billed at rates approved by the Owner as part of each Work Authorization.
 - a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include labor costs for equipment operators, which will be included in Labor Cost per Paragraph 6.02.A.
 - b. Costs for equipment and machinery owned by CMAR or a Subcontractor cannot exceed typical rental rates paid at the place of the Project.
 - c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - d. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.
 3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- F. Supplemental Costs which consist of the following:
1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.
 2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CMAR Preconstruction Services.
 3. Sales, consumer, use, and other similar taxes related to the Work, and for which CMAR is liable, as imposed by Laws and Regulations.
 4. Deposits lost for causes other than the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.
6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11.
7. Cost for any Subcontractor bonds or other surety that must be required to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization, which shall be reimbursed at the following rate: (1) CMAR's Subcontractor default Insurance (SDI) at rates agreed upon by CMAR and Owner, or (2) Contractor's premium cost for other payment and performance bonds from the subcontractors Use of SDI or surety bonds shall be at the sole discretion of the CMAR..
8. The cost of premiums for Builder's Risk insurance and other Work Authorization–specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of labor costs per Paragraph 6.01.A. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
9. Legal, mediation and arbitration costs, including reasonable attorneys' fees, excluding those arising from disputes between the Owner and CMAR, reasonably incurred by the CMAR after the execution of this Agreement in the performance of the Work.
10. Fees and assessments for building permits or other permits, licenses, and inspections, for which the CMAR is required by the Contract Documents to pay.
11. Other costs incurred in the performance of the Work, with the Owner's or Owner's Advisor's prior written approval.
12. Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons or property.
13. Costs of repairing or correcting damaged or nonconforming Work executed by the CMAR, subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the CMAR, and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, subcontractors, suppliers, or others.

6.03 Specific Exclusions from Cost of the Work

- A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized as Construction Support Costs described in Article 5.
 1. Payroll costs and other compensation of CMAR's officers, executives, principals, general managers, project managers, general superintendents, safety managers, safety representatives, engineers, architects, estimators, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other

personnel employed by CMAR, in CMAR's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CMAR Fee.

2. Expenses of CMAR's principal and branch offices.
3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.
4. Costs due to the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
5. Expenses incurred in preparing and advancing Claims.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.03.
7. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

6.04 Compensation for the Cost of the Work

- A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

ARTICLE 7—CONSTRUCTION MANAGER AT RISK FEE

7.01 The CMAR Fee will be determined as follows:

The CMAR Fee is 6% multiplied by the sum of the Construction Support Costs plus Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 6.03. This amount may be converted into a lump sum at the election of Owner and CMAR, remaining subject to increase as otherwise described in this Agreement.

ARTICLE 8—CMAR CONTINGENCY ALLOWANCE

8.01 CMAR Contingency Allowance

- A. When the Guaranteed Maximum Price is established, there will be established a CMAR Contingency Allowance for the exclusive use of CMAR while executing the Work, to reimburse CMAR for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued.
- B. The CMAR Contingency Allowance funds may be used by CMAR for costs sustained by either CMAR itself or a Subcontractor, at CMAR's discretion. The CMAR contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract.
- C. Without excluding other possible uses of the CMAR Contingency Allowance, the following uses are expressly acknowledged as eligible uses of the CMAR Contingency Allowance funds:

1. Losses and damages, and related expenses, caused by damage to the Work, not compensated by insurance or otherwise, sustained by CMAR or a Subcontractor in connection with the performance of the Work;
 2. Corrective work, regardless of fault if non-conformance is unintended;
 3. Subcontractor defaults;
 4. Overruns in Construction Support Costs;
 5. Builder's Risk deductibles;
 6. Verified excusable errors in estimates;
 7. Non-compensable overtime and other acceleration costs;
 8. Mitigation of weather impact; and
 9. Low estimates or deviations from the estimated cost and overly aggressive scheduling;
- D. CMAR shall replenish the CMAR Contingency Allowance by restoring money withdrawn with money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers.
- E. The CMAR Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.
- F. The CMAR Contingency Allowance is not to be allocated to costs due to errors and omissions in the Contract Documents or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained within the Engineer's work product on which the CMAR's Guaranteed Maximum Price was based.
- G. CMAR will submit requests for reimbursement from the CMAR Contingency Allowance to Owner's Advisor together with appropriate documentation. Payments from the CMAR Contingency Allowance will be recorded in the Application for Payment.

ARTICLE 9—WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

- A. Work Authorizations will be based on Work Packages prepared by Owner's Advisor and/or Engineer describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.
- B. All Work to be provided by CMAR must be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted.
- C. Owner's Advisor or Owner will issue each Work Authorization using the Work Authorization form provided by the Owner's Advisor or otherwise approved by Owner.
- D. The Work Authorization will indicate the compensation to which CMAR is entitled for providing the authorized Work and will set forth any Guaranteed Maximum Price established for such Work.

- E. CMAR is not entitled to compensation for providing Work that Owner or Owner's Advisor has not authorized.

9.02 First Work Authorization

- A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CMAR for Contract-specific (1) performance and payment bond premiums and (2) premiums or charges for specific insurance policies required by the Contract.

ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

- A. To the extent CMAR is not self-performing the Work, CMAR will solicit and receive competitive bids on the Work included in each Work Authorization, including the purchase of materials and equipment. CMAR will prepare bid packages supporting the Work Authorization for Work that CMAR is not self-performing and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities.

- B. CMAR shall self-perform at least thirty percent (30%) of the Work.

ARTICLE 11—GUARANTEED MAXIMUM PRICE

- 11.01 Subject to the provisions of Article 4, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.01.A through D that follow will be the binding GMP established by the process stated in Paragraphs 11.03 and 11.04.

- A. Construction Support Cost Amount (Article 5);
- B. Cost of the Work (Article 6);
- C. CMAR Fee (Article 7); and
- D. CMAR's Contingency Allowance Amount (Article 8).

- 11.02 An Estimated GMP indicated in Exhibit F – Estimated Guaranteed Maximum Price is provided solely for informational and planning purposes, reflecting the anticipated scale of the project based on preliminary design concepts, scope assumptions, and pricing data available as of the Effective Date of the Contract. This figure is a preliminary estimate only and shall not be considered binding on any party. The Estimated GMP is subject to change and will be revised as

the design progresses and is finalized. No reliance should be placed on the Estimated GMP as a final or fixed cost commitment.

11.03 A binding GMP will be established at any time agreeable to Owner and CMAR, but not later than the following:

- A. If the Work is performed under Work Packages released and authorized concurrently for the complete Project, then the binding GMP will be established on the basis of Contract Documents that are 100% complete.
- B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches 100% completion, culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.

11.04 Owner's Construction Budget

- A. Owner's Advisor or Owner will establish an updated Owner's Construction Budget (Budget) based on the CMAR's procurement strategy which identifies Work Packages used to construct the Work. Owner's Advisor, coordinating with CMAR, will update this Budget as Work Authorization amounts identified in the updated Budget are determined.
- B. Owner's Advisor or Owner will revise the Budget to incorporate Change Orders or authorized allocation of contingency funds which change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Contract, the Budget must equal the GMP.
- C. Owner acknowledges that the GMP applies in the aggregate to all categories and line items for the sum of the amounts for Paragraphs 11.01.A through D. The allocation of items in the Budget or in Applications for Payment shall not constitute a guaranteed maximum price of each individual line item in the Budget or Work Package(s).
- D. CMAR will identify variances between the budgeted amount and actual amounts as Work Authorization amounts are determined.
 - 1. Positive variances are created when actual cost for a Work Authorization is less than the budgeted amount. Positive variances identify unused funds that can be used to offset negative variances.
 - 2. Negative variances are created when actual cost for a Work Authorization is more than the budgeted amount. Negative variances identify where additional funds are needed. Unused funds from positive variances can be used to offset these negative variances.
 - 3. Net variances for the Contract are used to determine the current status of the Owner's Construction Budget.
 - a. A net positive variance for the Contract represents a savings to the Owner. A final Contract Amendment will be issued at the completion of the Contract (Final Payment) to adjust the GMP to the actual amount of Contract costs.
 - b. A net negative variance for the Contract represents the amount for which the CMAR is at risk, and no additional compensation will be made to the CMAR.

11.05 Options for Costs Exceeding the Owner's Budget

- A. The Guaranteed Maximum Price resulting from the tabulation of cost for self-performed CMAR Work, bids for Work by Subcontractors and Suppliers, Construction Support Costs, CMAR Contingency Allowances and CMAR Fee cannot exceed the Owner's Construction Budget. The Owner may exercise any of the following options at the sole discretion of the Owner if the proposed Guaranteed Maximum Price exceeds the Owner's Construction Budget:
 - 1. Approve an increase in the Owner's Construction Budget in writing.
 - 2. Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Guaranteed Maximum Price.
 - 3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.
 - 4. Abandon the Project, in whole or in part, and terminate this Contract in accordance with applicable termination for convenience provisions.
- B. If Owner selects the option described in Paragraph 11.05.A.1, CMAR shall proceed with performance of the Work as described in these Contract Documents. Fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.
- C. If Owner selects the option described in Paragraph 11.05.A.2, Owner and CMAR shall proceed with rebidding or renegotiation of some or all parts of the Project. The OPT will work with CMAR to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CMAR will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CMAR will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CMAR will provide CMAR Preconstruction Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation, unless otherwise agreed upon by the parties in writing.
- D. If Owner selects the option described in Paragraph 11.05.A.3, CMAR shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CMAR will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CMAR will provide CMAR Preconstruction Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation, unless otherwise agreed upon by the parties in writing.
- E. CMAR shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Construction Budget.

11.06 Conversion of Cost of Work to a Lump Sum Amount

- A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other

costs associated with the Contract, all as if bid as a lump sum amount. CMAR will retain access to the CMAR Contingency Allowance funds, however.

- B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.
- C. The following will continue to apply for conversions to lump sum covered in Paragraphs A and B:
 - 1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.
 - 2. Construction Support Costs Extended Rate provisions of Paragraph 5.03 and 5.04 will continue to apply for Change Orders.
 - 3. Owner's Contingency will continue to be available per Article 12.

ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.01 Owner's Contingency Allowance

- A. Owner's Contingency Allowance is used at the sole discretion of the Owner to cover unforeseen costs, Owner-directed changes in the scope of the Work, or any other unanticipated change in the Contract Price. These funds can only be accessed by the CMAR when and to the specific extent authorized by the Owner.
- B. The Owner's Contingency Allowance is to be included in the Contract Amount awarded but is not part of the CMAR's GMP.

ARTICLE 13—PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

- A. Billing and payment for CMAR Preconstruction Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.
- B. CMAR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner's Advisor as provided in the General Conditions.

13.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of CMAR's Applications for Payment as recommended by Owner's Advisor on or about the **30th** day of each month during construction as provided in Article 13, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.
- B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.

1. Prior to Substantial Completion, for each Work Authorization, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may properly withhold in accordance with the Contract.
 - a. **Ninety-Five** percent (95%) of the value of the Work completed, with the balance being retainage.
 - 1) If 50 percent or more of the Work under a Work Authorization has been completed, as determined by Owner or Owner's Advisor, and if the character and progress of the Work have been satisfactory to Owner, Owner's Advisor, and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Owner's Advisor, and Engineer, there will be no additional retainage; and
 - b. **One Hundred** percent (100%) of cost of materials and equipment purchased for the Project but not yet incorporated in the Work.
2. Upon completion of the Work under a Work Authorization, including completion of all punch list items, Owner shall pay an amount sufficient to increase total payments to CMAR to **One Hundred** percent (100%) of the Work completed, less such amounts properly set off by Owner pursuant to Paragraph 15.02.E of the General Conditions.

13.03 Final Payment

Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions.

13.04 Consent of Surety

Owner may require CMAR to submit written consent of the surety to such payment, return, or release.

13.05 Interest

All amounts not paid when due will bear interest at the rate of **ten** percent (10%) per annum.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.01 Documentation

- A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CMAR and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.
- B. If required by the Owner, CMAR will provide a detailed cost transaction report generated from the CMAR's accounting system with the Application for Payment, and upon request by the Owner or Owner's Advisor, shall provide any other documentation reasonably required by the Owner or Owner's Advisor.

14.02 Audit

- A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours upon reasonable notice, to all CMAR's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data

relating to the Cost of the Work and the CMAR Fee. CMAR shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CMAR. CMAR shall not be obligated to provide any services, information or documentation relating to its Work to auditors working on a contingency fee basis nor shall any reimbursement obligation otherwise required by the Contract Documents be applicable to CMAR when an auditor is hired by Owner on a contingency fee basis.

ARTICLE 15—CONTRACT TIMES

15.01 —Contract Times—Days

- A. The Work will be substantially complete within 183 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.07 of the General Conditions within 214 calendar days after the date when the Contract Times commence to run.
- B. If the number of days in which the Work will be substantially complete and in which the Work will be completed and ready for final payment are not established in 15.01.A, such dates , will be set out in a Work Authorization, Change Order, or Contract Amendment and comply with provisions of Article 15. Completion dates for specified portions of the Work, if applicable, may be set out in Work Authorizations or Change Orders.

ARTICLE 16—CONTRACT DOCUMENTS

16.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. General Conditions.
 - 3. Drawings and Specifications completed and as of the Effective Date of the Contract:
 - 4. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A, Scope of CMAR's Services;
 - b. Exhibit B, Billing Rates for CMAR Preconstruction Services;
 - c. Exhibit C - Omitted;
 - d. Exhibit D,
 - e. Exhibit E,
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Contract Amendments;

- b. Executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
 - c. Work Authorization Modifications;
 - 1) Work Change Directives;
 - 2) Change Orders; and
 - 3) Field Orders.
 - d. Performance and Payment Bonds; and
 - e. Warranty Bonds, if any.
- B. There are no Contract Documents other than those listed above in this Article 16.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CMAR's Representations

- A. CMAR makes the following representations:
- 1. CMAR has reviewed the Contract Documents, including Addenda.
 - 2. CMAR is generally familiar with existing Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 3. CMAR has reviewed the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in Exhibit D, with respect to the Technical Data in such reports and drawings.
 - 4. CMAR has reviewed the reports and drawings, if any, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in Exhibit E hereto, with respect to Technical Data in such reports and drawings.
 - 5. CMAR has considered the information known to CMAR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from any visits to the Site (without performance of destructive or subsurface testing); the Contract Documents made available to CMAR; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.
 - 6. Based on the known information and observations referred to in the preceding paragraph, CMAR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. CMAR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. CMAR has informed Owner, Engineer, or Owner's Advisor in writing of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of discrepancies between known Site conditions and the Contract Documents.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

IN WITNESS WHEREOF, Owner and CMAR have signed this Agreement.

This Agreement will be effective at which time the contract is executed by both parties, which is the Effective Date of the Contract.

Owner:

CMAR:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

1. Owner acknowledges that CMAR is not a design professional. The CMAR is not responsible for design of the Project. The CMAR does not control the project design or contents of the Contract Documents and does not assume responsibility or liability for the project design by performing CMAR Services. The CMAR’s review of the project design and Contract Documents and providing recommendations are only advisory to the OPT. The Owner shall refer all suggestions and comments to the Engineer or other design professionals for review and evaluation prior to Owner’s acceptance thereof. The Owner further acknowledges that the CMAR is not responsible for the adequacy of the Drawings and Specifications or for identifying errors or omissions that may exist therein. The Owner shall cause the Engineer to revise the Drawings and Specifications to reflect all value analysis and constructability suggestions and comments accepted by the Owner without delay or disruption to the timely and orderly progress of the Work.
2. Project Management
 - a. CMAR shall participate in Project kick-off meeting and be prepared to discuss CMAR’s team and organizational structure, assignments for responsibilities and CMAR’s plan for implementation of Preconstruction Services.
 - b. CMAR shall participate in periodic meetings with Owner, Owner’s Advisor, and Engineer (collectively, Owner’s Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur at least monthly.
 - c. CMAR shall Provide administration of Agreement for CMAR Preconstruction Services, including invoices, progress reporting, management of CMAR staff, schedule for services, and deliverables.
3. Consultation
 - a. CMAR will provide general input and advice regarding coordination of utilities work (both above-ground utilities and Underground Facilities), Underground Facilities Procedure, and mitigation of utilities conflicts, for Engineer to consider in the Final Design Phase of Engineer’s services.
 - b. CMAR will recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages (fast tracking). Collaborate with the OPT to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.
 - c. CMAR will attend periodic design meetings to provide consultation on aspects of the design that may impact the budget, schedule, and quality of the completed Work.
 - d. CMAR will consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.
 - e. CMAR will provide recommendations: on construction feasibility; regarding actions designed to minimize adverse effects of labor or material shortages; on time requirements for procurement, installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.
 - f. CMAR will review in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents, and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. CMAR will provide timely suggestions for modifications to improve ability to minimize disruptions to existing operations and ability to bid the Work.
 - g. CMAR will research potential substitutes, furnish data and, to the extent applicable, prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner’s Advisor to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.
4. Cost Estimates
 - a. Based on the Owner’s Budget and information provided by the Engineer, CMAR will prepare, for the Owner’s approval, preliminary estimates of the Cost of the Work using area, volume, or similar conceptual estimating techniques. CMAR will discuss this initial review of the Owner’s Budget with the OPT.
 - b. CMAR will Work with OA to update the Budget with supporting data for review by the OPT at the following intervals:
 1. Completion of preliminary design documents by the Engineer and approval by the Owner.
 2. Completion of design development documents by the Engineer and approval by the Owner.
 3. At appropriate intervals agreed to by the OPT and CMAR during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.
 - c. CMAR will provide information to OA for preparation of an updated Budget. This Budget is to include a line item for each anticipated Work Package, as well as line items for Construction Support Costs, the CMAR Fee, and CMAR Contingency Allowances and other costs, if any, that will be incorporated into the GMP for the Project.
 - d. CMAR will assess current construction market to evaluate risk associated with the Budget.
 - e. CMAR will promptly inform the Owner and the Owner’s Advisor if CMAR anticipates any estimated construction cost will cause the projected GMP to exceed the Budget. CMAR will make appropriate recommendations to the OPT if cost projections exceed the Budget.
 - f. CMAR will provide the Budget-related services set out in Paragraph 11.04 of the Agreement.

5. Scheduling
 - a. CMAR will prepare a preliminary master schedule for the Contract. CMAR will incorporate the Owner’s Advisor’s preliminary schedule and the schedule for design into the preliminary master schedule. CMAR will provide allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project. CMAR will prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.
 - b. CMAR will propose critical milestones that must be met to keep the Project on schedule. CMAR will coordinate and integrate the preliminary project schedule with the services and activities of the OPT and CMAR. CMAR will update the preliminary project schedule as the design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner’s occupancy requirements.
 - c. CMAR will make appropriate recommendations to the Owner and Owner’s Advisor if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.
6. Regulatory Requirements and Permits
 - a. CMAR will review permits required for construction. CMAR will list the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.
 - b. CMAR will incorporate the associated cost of permits into the Cost of Work and inform the Owner so these can be incorporated into the Owner’s Construction Budget, or the Owner’s Construction Budget may be adjusted as required.
 - c. CMAR will incorporate time for obtaining permits into the project schedule.
7. Value Engineering Reviews
 - a. CMAR will participate in Value Engineering reviews at the level appropriate for the projects at the completion of the first draft of the Final Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the owner or reduce the cost for the project. CMAR will provide cost estimates as necessary to quantify potential cost savings to reduce the overall cost for the Project.
 - b. CMAR will assist OA in identifying potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. CMAR will submit selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project.
 - c. CMAR will review and comment on deliverables which include draft and final value engineering recommendation reports.
8. Procurement
 - a. CMAR will provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.
 - b. As the design develops, CMAR will organize the Work that will not be self-performed by CMAR into recommended Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.
 - c. CMAR will develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations.
 - d. CMAR will furnish the Owner or Owner’s Advisor a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work that CMAR will not perform with its own personnel. CMAR will identify preferred providers based on CMAR’s previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CMAR may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.
 - e. CMAR will recommend to the OPT a schedule for procurement of long-lead-time items required to meet the project schedule. CMAR will assist the OPT with the procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization if necessary.
 - f. CMAR will identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.
 - g. CMAR will discuss with the Owner any market conditions, bid issues, or other factors which may have an impact causing bid prices to be higher than estimated. CMAR will discuss opportunities for bringing the Project within budget with the Owner and the Owner’s Advisor, in consultation with the Engineer to assist with deciding on how to proceed.
 - h. CMAR will participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement.
 - i. If Owner authorizes CMAR to solicit bids, CMAR will solicit bids from prospective Subcontractors and Suppliers for each Work Package that CMAR does not customarily perform with CMAR’s own forces in accordance with the applicable provisions of Laws and Regulations.
 1. CMAR will maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. CMAR will provide updates of the planholders as required by the Owner’s Advisor.
 2. CMAR will conduct pre-bid conferences as needed with prospective Subcontractor and Suppliers to familiarize them with the Work Packages and special requirements of the Contract Documents as applicable.

3. CMAR will obtain responses from the Owner's Advisor, in consultation with the Engineer, to questions at pre-bid conferences requiring a modification to the Contract Documents. CMAR will prepare a record of the discussions at the pre-bid conference to assist the Owner's Advisor and Engineer in preparing Addenda as appropriate. CMAR will review and comment on Addenda prepared by the Owner's Advisor in consultation with the Engineer to incorporate responses to questions raised during or as a result of the pre-bid conference.
4. CMAR will receive draft Addenda prepared by the Owner's Advisor in consultation with the Engineer. CMAR will review the draft Addenda for clarity, consistency, and coordination, from a construction perspective, and provide comments to Owner's Advisor and Engineer. By conducting such reviews and providing comments, CMAR does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.
5. CMAR will distribute Addenda regarding any changes in the bid process or Contract Documents to all planholders.
6. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders.
7. CMAR will review all bids submitted in a manner that does not disclose the contents of the bid during the selection process to anyone other than the OPT and CMAR.
8. CMAR will compare bids received to the budget prepared for the Project. CMAR will resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. CMAR will discuss bids with the OPT and recommend which bid received will provide best value for the Owner.
9. CMAR will evaluate any substitutions or alternate bids offered by bidders. Owner and Owner's Advisor, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Owner's Advisor and Engineer, will determine if the substitution or alternate is acceptable.
10. The Owner will adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CMAR to contract with a Subcontractor or Supplier different from the entity submitting the bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.
11. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, Owner may direct the CMAR to obtain competitive bids for this Work if the cost proposed by the CMAR or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CMAR will not be required to advertise this Work.

EXHIBIT B—CMAR PRECONSTRUCTION SERVICES BILLING RATES

<u>Individual or Position</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Estimated Totals</u>	
Senior Project Manager	\$106.00	125	\$13,250.00	
Assistant Project Manager	\$74.20	250	\$18,550.00	
General Superintendent	\$116.60	250	\$29,150.00	
Superintendent	\$95.40	250	\$23,580.00	
Senior Estimator	\$116.60	250	\$29,150.00	
Layout	\$68.90	125	\$8,612.50	
VDC Support	\$106.00	125	\$13,250.00	
<u>Potholing Services</u>	<u>Rate</u>			
Potholing	\$333.90 / Hour	150 Hours	\$50,085.00	(50 Potholes at 3 hours each)
Potholing Mobilization	\$318.00 Each	25 Each	\$7,950.00	(50 Potholes- 2 per day)
Dump/Water Fee	\$106.00 Each	25 Each	\$2,650.00	(1 per mobilization)
Potholing Support	\$159.00 / Hour	38 Hours	\$6,042.00	(assume support 25% of time)
Traffic Control	\$4,240 per day	6 Days	\$25,440.00	
Small Crew	\$3,189 per day	6 Days	\$19,080.00	
<u>General Conditions</u>				
General Conditions	\$22,269.33 Lump Sum			

Exhibit D

Explorations and Tests of Subsurface Conditions and Drawings of Physical Conditions at or Adjacent to the Site

The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data and specifically identifies the Technical Data in the report upon which CMAR may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
None		[Identify Technical Data]

The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data, and specifically identifies the Technical Data upon which CMAR may rely: **[If there are no such drawings, so indicate in the table].**

Drawings Title	Date of Drawings	Technical Data
None		[Identify Technical Data]

Owner’s Agent shall provide CMAR with copies of reports and drawings identified in this Exhibit D that were not included with the Proposal Documents.

Exhibit E

Reports and Drawings relating to Hazardous Environmental Conditions

The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data, if any, upon which CMAR may rely: **[If there are no such reports, so indicate in the table].**

Report Title	Date of Report	Technical Data
None		[Identify Technical Data]

The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data, if any, contained in such Drawings upon which CMAR may rely: **[If there are no such drawings, so indicate in the table].**

Drawings Title	Date of Drawings	Technical Data
None		[Identify Technical Data]

The City Council of the City of Springdale met in regular session on Tuesday, August 12, 2025 in the 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 3, Position 1
Amelia Taldo	Ward 4, Position 1 (Absent)
Jeff Watson	Ward 3, Position 2
Mike Overton	Ward 2, Position 1
Mike Lawson	Ward 1, Position 1
Aaron Huntley	Ward 2, Position 2
Randall Harriman	Ward 1, Position 2
Mark Fougrousse	Ward 4, Position 2 (Absent)
Ernest Cate	City Attorney
Sabra Jeffus	City Clerk/Treasurer

Department heads present:

Colby Fulfer	Chief of Staff
Anna McKinney	Deputy Chief of Staff
Ben Peters	Director of Engineering
Sharon Tromburg	Director of Planning
James Smith	Director of Airport/Public Works
Blake Holte	Fire Chief
Mike Chamlee	Buildings Director
Derek Wright	Police Chief
John Oliver	Neighborhood Services
Ron Findley	Director of Neighborhood Services
Angie Albright	Director of Shiloh Museum

CITIZEN COMMENTS

None

ACTION

Council Member Jeff Watson made a motion to make changes to the Agenda.

Item #8, Quarterly Report presentation by Jay Sego with the Springdale Chamber of Commerce will be replaced with a special recognition of retiring employee, Marty Powers from the Shiloh Museum.

Council Member Watson also added that a Resolution to authorize payment of an invoice be added to the Agenda, as Item 10i in the Finance Report.

Mike Overton seconded the motion. After the vote was taken, motion carried 6-0.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the July 22, 2025 City Council meeting be approved as presented. Council Member Powell made the second.

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

PUBLIC HEARING

City Attorney Ernest Cate presented a Public Hearing for an Ordinance to abandon a portion of a utility easement at 8093 La Scala Avenue in Springdale. This will be Item 13 on the Agenda.

No comments from Citizens.

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 Harriman made the second.

After the vote was taken, the motion carried 6-0

RECOGNITION OF RETIRING EMPLOYEE

Mayor Sprouse honored Marty Powers, who started his job at the Shiloh Museum in 2008 and will be retiring. Marty was presented with a token of the City's Appreciation. Marty made a few parting comments.

PLANNING COMMISSION

A Memo regarding Act 314 of the State of Arkansas. The Act amends the law concerning territorial jurisdiction of municipalities; to repeal the authority for a municipality to exercise territorial jurisdiction over an unincorporated area of a county; and for other purposes.

ORDINANCE NO. 6114 - AMENDING CHAPTER 110, CHAPTER 112, AND CHAPTER 118 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; TO COMPLY WITH THE PROVISIONS OF ACT 314 OF 2025; AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented Act 314 of the State of Arkansas and the Ordinance.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance "Do Pass" with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 6-0.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered 6114.

ORDINANCE NO. 6115 – ACCEPTING THE FINAL PLAT (FP25-07) OF NOAH'S LANDING IN THE CITY OF SPRINGDALE ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance "Do Pass" with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 6-0.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered 6115.

ORDINANCE NO. 6116 – ACCEPTING THE REPLAT (RP25-06) OF CHURCHILL CRESCENT, PHASE II, LOTS 1 & 2 TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 6-0.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered 6116.

RESOLUTION NO. 108– 25: APPROVING A WAIVER (W25-28) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO 4557 WEST SEATON, LLC IN CONNECTION WITH N25-22, A NON-LARGE-SCALE DEVELOPMENT.

Planning Director Sharon Tromburg read and presented the Resolution

RESOLUTION NO. 108-25

A RESOLUTION APPROVING A WAIVER (W25-28) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO 4557 WEST SEATON, LLC IN CONNECTION WITH N25-22, A NON-LARGE-SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver (W25-28) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W25-28) of street improvements to West Seaton Drive including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-22, a Non-Large-Scale Development for 4557 West Seaton, LLC, 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 West Seaton Drive including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-22, a Non-Large-Scale Development for 4557 West Seaton, LLC.

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

After the vote was taken, result was 4-2, with Jeff Watson and Mike Lawson voting no. The Mayor voted to break the tie and motion carried 5-2, with Mayor’s vote.

The Resolution was numbered 108-25.

FINANCE COMMITTEE

RESOLUTION NO. 109 – 25: TO WAIVE COMPETITIVE BIDDING AND TO APPROPRIATE FUNDS FOR A PUBLIC WORKS VEHICLE

Committee Chairman Jeff Watson read and James Smith presented the Resolution

RESOLUTION NO. 109-25

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND TO APPROPRIATE FUNDS FOR A PUBLIC WORKS VEHICLE

WHEREAS, the Springdale Public Works Department is in need of a new bulky waste truck, and

WHEREAS, the current 2012 model truck is 13 years old and in need of replacement, and

WHEREAS, this vehicle is available on a buy-board with a 29.26% discount, and

WHEREAS, the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

WHEREAS, Arkansas Code 14-58-303 states, “The governing body by resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical”;

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

Section 1. This Council finds that due to the specific needs of the Public Works Department, it is not feasible or practical to use competitive bidding for the equipment and is here by waived for an amount not to exceed \$249,000.

Section 2. There is hereby appropriated up to \$249,000 of funds from the Unrestricted General Fund.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 109-25.

RESOLUTION NO. 110 – 25: AMENDING THE 2025 BUDGET OF THE CITY OF SPRINGDALE POLICE DEPARTMENT

Committee Chairman Jeff Watson read the Resolution. Chief of Staff Colby Fulfer presented the Resolution.

RESOLUTION NO. 110-25

A RESOLUTION AMENDING THE 2025 BUDGET OF THE CITY OF SPRINGDALE POLICE DEPARTMENT

WHEREAS, the City of Springdale recently experienced a destructive hail storm damaging several city-owned vehicles, and

WHEREAS, the City of Springdale has received funds that have not been appropriated from vehicle insurance settlements, and

WHEREAS, the Police Chief has requested that these funds be appropriated for vehicle repairs,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2025 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	Present	Proposed	
			<u>Budget</u>	<u>Increase</u>	<u>Budget</u>
Police	1010501-421.51-11	Vehicles Maintenance	\$175,000.00	\$720,846.59	\$895,846.59

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 110-25.

RESOLUTION NO. 111 – 25: AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR DON TYSON PARKWAY EXTENSION PROJECT NO 23BPS2

Committee Chairman Jeff Watson read the Resolution. Director of Engineering Ben Peters presented the Resolution.

RESOLUTION NO. 111-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR DON TYSON PARKWAY EXTENSION PROJECT NO 23BPS2

WHEREAS, sealed bids were received on July 8, 2025 at 2:00 p.m. for the Don Tyson Parkway Extension from Gene George Blvd to Hwy 112 and

WHEREAS, APAC Central, Inc. was the low responsible bidder for this project at \$6,964,142.45,

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with APAC Central, Inc. for the construction of Don Tyson Parkway Extension Improvements for \$6,964,142.45 to be paid from the 2023 Street Bond Fund and an STBGP-A grant.

Section 2. The Mayor is authorized to approve additional construction change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original contract price.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 111-25.

RESOLUTION NO. 112 – 25: AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ACQUISITION SERVICES FOR SUNSET AVE. AND POWELL STREET IMPROVEMENTS PROJECT

Committee Chairman Jeff Watson read the Resolution. Director of Engineering Ben Peters presented the Resolution.

RESOLUTION NO. 112-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ACQUISITION SERVICES FOR SUNSET AVE. AND POWELL STREET IMPROVEMENTS PROJECT

WHEREAS, the City of Springdale is in need of acquisition services for the Sunset Ave and Powell Street Improvement project;

WHEREAS, Contract Land Staff was selected as the most qualified firm for these projects;

WHEREAS, the price not to exceed for professional acquisition services shall be \$487,512.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Contract Land Staff for acquisition services in the amount of \$487,512 to be paid from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders up to 10% of the original agreement price.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 112-25.

RESOLUTION NO. 113 – 25: AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR STRATEGIC PLANNING FOR THE SPRINGDALE AIRPORT

Committee Chairman Jeff Watson read the Resolution. Chief of Staff Colby Fulfer presented the Resolution.

RESOLUTION NO. 113-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR STRATEGIC PLANNING FOR THE SPRINGDALE AIRPORT

WHEREAS, the City of Springdale, Arkansas, recognizes the vital role that the Springdale Airport plays in enhancing the quality of life and economic development for its residents and visitors, and

WHEREAS, the city desires to develop a comprehensive Airport Strategic Plan to guide the growth, development, and enhancement of the airport and its facilities, ensuring it meets the current and future needs of the community, and

WHEREAS, the city is requesting to enter into a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$197,068.00, for the development of a comprehensive strategic plan for the Springdale Airport.

WHEREAS, the Springdale Airport Commission will participate in the strategic plan study by reimbursing the city \$98,534.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$197,068.00, for the development of a comprehensive strategic plan for the Springdale Airport.

Council Member Harriman moved the Resolution be adopted. Council Member Watson made the second.

After the vote was taken, motion carried 4-1-1. Council Member Overton voted no and Council Member Powell abstained. Mayor Sprouse voted yes with a final vote of 5-1-1.

The Resolution was numbered 113-25.

RESOLUTION NO. 114 – 25: AMENDING THE 2025 BUDGET OF THE CITY OF SPRINGDALE PUBLIC WORKS DEPARTMENT.

Committee Chairman Jeff Watson read the Resolution. Chief of Staff Colby Fulfer presented the Resolution.

RESOLUTION NO. 114-25

A RESOLUTION AMENDING THE 2025 BUDGET OF THE CITY OF SPRINGDALE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Springdale recently experienced a destructive hail storm damaging several city-owned buildings, and

WHEREAS, the City of Springdale has received funds that have not been appropriated from insurance settlements, and

WHEREAS, the Public Works Director has requested that a portion of these funds be appropriated for roofing repairs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2025 budget of the City of Springdale Public Works Department is hereby amended as follows:

			Present	Amended	
<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Budget</u>
Public Works	201-0201-431.51-01	Buildings & Grounds	\$25,000.00	\$60,397.34	\$85,397.34

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 114-25.

RESOLUTION NO. 115 – 25: AUTHORIZING THE PURCHASE OF A NEW GRASSHOPPER MOWER FOR SPRINGDALE PUBLIC WORKS

Committee Chairman Jeff Watson read and James Smith presented the Resolution

RESOLUTION NO. 115-25

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW GRASSHOPPER MOWER FOR SPRINGDALE PUBLIC WORKS

WHEREAS, the Public Works Department is in need of a new mower in an effort to upgrade aged-out fleet and to further enhance the quality of landscaping in and around the city, and

WHEREAS, a quote was received from Straight’s Lawn & Garden Inc., for a new Grasshopper Mower, in an amount of \$17,412.42, to be paid for out of the Unrestricted General Fund, and

WHEREAS, this product is available on the Arkansas State Buy Board,

WHEREAS, pursuant to Ark Code Ann. §14-58-303, competitive bidding is not required.

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 appropriate funds for a new Grasshopper Mower for the Springdale Public Works Department, in the amount of \$17,412.42, to be paid for out of the Unrestricted General Fund.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 115-25.

RESOLUTION NO. 116 – 25: AUTHORIZING THE PURCHASE OF A NEW CONCRETE MIXER FOR SPRINGDALE PUBLIC WORKS

Committee Chairman Jeff Watson read and James Smith presented the Resolution

RESOLUTION NO. 116-25

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW CONCRETE MIXER FOR SPRINGDALE PUBLIC WORKS

WHEREAS, the Springdale Public Works Department is requesting to purchase a concrete mixer to use for a variety of city projects, and

WHEREAS, three (3) quotes were received, and

WHEREAS, after review, the Springdale Public Works Department would like to request authorization for the purchase a concrete mixer on trailer from Equipment Sales Company, in an amount not to exceed \$34,852.00, to be paid for out of the Unrestricted General Fund, and

WHEREAS, pursuant to Ark Code Ann. §14-58-303, competitive bidding is not required.

**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 appropriate funds for a new concrete mixer on trailer for the Springdale Public Works Department, in an amount not to exceed \$34,852.00, to be paid for out of the Unrestricted General Fund.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 116-25.

RESOLUTION NO. 117 – 25: AUTHORIZING PAYMENT OF AN INVOICE (PROJECT NO. PR2102).

Committee Chairman Jeff Watson read the Resolution. Director of Engineering Ben Peters presented the Resolution.

RESOLUTION NO. 117-25

**A RESOLUTION AUTHORIZING PAYMENT OF AN
INVOICE (PROJECT NO. PR2102)**

WHEREAS, the City of Springdale contracted with Milestone Construction Company, LLC, for the construction of Luther George Park, and

WHEREAS, the City received the final invoice for \$1,681,439.42 from Milestone Construction Company, LLC.

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 pay the final invoice from Milestone Construction Company, LLC., in the amount of \$1,681,439.42, to be paid for out of donated funds.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 117-25.

HEALTH & SANITATION COMMITTEE

RESOLUTION NO. 118 – 25: AUTHORIZING THE DEDICATION OF A UTILITY EASEMENT TO SPRINGDALE WATER UTILITIES AT THE SPRINGDALE SENIOR CENTER

Committee Chairman Randall Harriman read the Resolution. Ben Peters read the Resolution.

RESOLUTION NO. 118-25

**A RESOLUTION AUTHORIZING THE DEDICATION OF A
UTILITY EASEMENT TO SPRINGDALE WATER
UTILITIES AT THE SPRINGDALE SENIOR CENTER**

WHEREAS, waterline improvements were constructed as part of the Senior Center Project on Emma Ave, and;

WHEREAS, an easement is required for maintenance of the waterline and fire hydrant by Springdale Water Utilities;

**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 a utility easement in favor of Springdale Water Utilities for a newly installed waterline and fire hydrant.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 118-25.

ORDINANCE COMMITTEE

**ORDINANCE NO. 6117: AMENDING CHAPTER 78 OF THE CODE OF ORDINANCES OF
THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.**

Committee Chairman Mike Lawson read and Ernest Cate presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Lawson made the second.

After the vote was taken, motion carried 6-0.

Council Member Harriman moved the Emergency Clause be adopted. Council Member Lawson made the second.

After the vote was taken, motion carried 6-0.

The Ordinance was numbered 6117.

**ORDINANCE NO. 6118: VACATING ANDABANDONING A PORTION OF A UTILITY
EASEMENT, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq., DECLARING AN
EMERGENCY; AND FOR OTHER PURPOSES.**

City Attorney Ernest Cate read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Lawson made the second.

After the vote was taken, motion carried 6-0.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered 6118.

**ORDINANCE NO. 6119: AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN
FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY
LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN
EMERGENCY**

City Attorney Ernest Cate read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Lawson moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Powell made the second.

After the vote was taken, motion carried 6-0.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered 6119.

ORDINANCE NO. 6120: AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS.

City Attorney Ernest Cate read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Watson moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Lawson made the second.

After the vote was taken, motion carried 5-1. Council Member Overton voted no.

Council Member Harriman moved the Emergency Clause be adopted. Council Member Lawson made the second.

After the vote was taken, Emergency Clause does not pass. The vote was 5-1. Council Member Overton voted no. must have 6 votes to pass. The Mayor cannot vote on Emergency Clause. The Ordinance will be filed in 30 days.

The Ordinance was numbered 6120.

RESOLUTION NO. 119 – 25: AUTHORIZING THE DESTRUCTION OF OLD POLICE RECORDS

Mayor Sprouse read the Resolution and Police Chief Derek Wright presented.

RESOLUTION NO. 119-25

A RESOLUTION AUTHORIZING THE DESTRUCTION OF OLD POLICE RECORDS

WHEREAS, there is presently a shortage of storage space to maintain old Police records, and

WHEREAS, all of the records are items that the Police Department is not required to keep by law or are items that have been digitally archived, and

WHEREAS, Arkansas Code Ann. § 14-59-114 provides for the destruction of old records with the permission of the City Council.

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

Section 1. The Mayor is hereby authorized to arrange for the destruction, by shredding, of old Police Department records and other documents indicated on the attached affidavit, in accordance with Arkansas Code Ann. §14-59-114.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 119-25.

COMMENTS FROM COUNCIL MEMBERS

Jeff Watson inquired about changes to FOIA. Ernest Cate stated there were changes made to the open meeting law and said he had provided a memo of explanation to the Mayor's office and they emailed it out.

COMMENTS FROM DEPARTMENT HEADS

None

ADJOURNMENT

Council Member Overton made a motion to adjourn. After a voice vote of all ayes and no nays, the meeting adjourned at 6:49 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer