

City of Fayetteville Staff Review Form

2019-0562

Legistar File ID

9/17/2019

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

Garner Stoll

8/30/2019

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Request for signature approving Access and Utility Easements for the Theatre Squared project.

Budget Impact:

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

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF SEPTEMBER 17, 2019

TO: Mayor; Fayetteville City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director

FROM: Andrew Garner, City Planning Director

DATE: August 30, 2019

SUBJECT: Request for signature approving Access and Utility Easements for the Theatre Squared project.

RECOMMENDATION:

As a part of the Theatre Squared development at the southeast corner of Spring Street and West Avenue, new utility and access easements have been required by City staff and franchise utilities and easement documents have been prepared by the City Land Agents. Staff requests the mayor's signature to create these easements on City owned property.

BACKGROUND:

These easements should have been completed and filed of record prior to a building permit for the Theatre Squared project. They were submitted in Legistar in 2017, however, because of some wording issues were denied by the City Attorney's office. For some oversight, the easement documents were never revised or resubmitted and were never executed. Over the last few weeks this issue came to the attention of Development Services Department staff who subsequently worked with the City Land Agents and the Assistant City Attorney to make the necessary revisions to the easement documents. The documents should be ready for approval and signature.

Access Easement: The Theatre Squared parking lot design required that an existing alley be partially relocated along the eastern property line. To maintain vehicular access to the rear of residences adjacent to this property line, an access easement is required.

Utility Easement: Dedication of general utility easements are a standard practice that allow City and franchise utilities the right to provide and maintain utility service for the development. A general utility easement is required east-west behind the newly constructed building.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Access Easement
- General Utility Easement

ACCESS EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto **Bodkin Properties, LLC, an Arkansas limited liability company,** hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement for ingress, egress and access purposes in, on, over, and across the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Doc Ref: 95-28605 & CV2016-2104-1)

A part of Lots 3, 4, 5 and 6, of Block 9 of the original plat of the Town (now City) of Fayetteville, Arkansas described as beginning at the NW corner of said Block 9; thence North 89 degrees 27 minutes East 155.00 feet; thence South 0 degrees 04 minutes 28 seconds East 151.50 feet; thence North 89 degrees 27 minutes 19 seconds East 6.00 feet; thence South 0 degrees 04 minutes 04 minutes 28 seconds East 92.13 feet; thence along the South line of the N1/2 of the SW1/4 of Block 9 South 89 degrees 11 minutes 30 seconds West 161.76 feet; thence North 0 degrees 06 minutes 07 seconds East 92.88 feet to a point North 11 feet and 5 inches of the South line of the N1/2 of Block 9; thence North 0 degrees 06 minutes 07 seconds East 151.50 feet to the point of beginning.

AND A fifteen-foot strip described as beginning at the NW corner of Block 9; thence North 89 degrees 17 minutes 19 seconds East 15 feet; thence South 0 degrees 06 minutes 07 seconds West 151.50 feet; thence South 89 degrees 27 minutes 19 seconds West 15 feet; thence North 0 degrees 06 minutes 07 seconds East 151.50 feet to the point of beginning.

PERMANENT ACCESS EASEMENT DESCRIPTION:

A variable width access easement on part of Block 9 of the Fayetteville Original plat, as described in Deed Book 95 page 28605 of the Washington County records and said access easement being more particularly described as follows: COMMENCING at the Northwest corner of said Block 9 thence along the Grantor's North property line, being the North line of said Block 9, North 89 degrees 21 minutes 12 seconds East 142.25 feet to the POINT OF BEGINNING; thence continuing along the Grantor's North line, North 89 degrees 21 minutes 12 seconds East 12.75 feet; thence leaving said North line, South 00 degrees 10 minutes 35 seconds East 151.50 feet; thence North 89 degrees 21 minutes 16 seconds East 14.42 feet; thence South 00 degrees 38 minutes 44 seconds East 16.50 feet; thence South 89 degrees 21 minutes 16 seconds West 27.30 feet; thence North 00 degrees 10 minutes 35 seconds West 168.00 feet to the POINT OF BEGINNING, containing 2381 sq. ft., or 0.055 acre.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantees, their heirs, successors and assigns, for the uses and purposes hereinabove set forth.

The Grantor agrees not to erect any permanent buildings or structures in said access easement area. This easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2019.

**City of Fayetteville, Arkansas,
A municipal corporation**

ATTEST:

By: _____
Lioneld Jordan, Mayor

Sondra Smith, City Clerk

[Seal]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2019.

MY COMMISSION EXPIRES:

Notary Public

ACCESS EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto **Scott Ventures, LLC,** hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement for ingress, egress and access purposes in, on, over, and across the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Doc Ref: 95-28605 & CV2016-2104-1)

A part of Lots 3, 4, 5 and 6, of Block 9 of the original plat of the Town (now City) of Fayetteville, Arkansas described as beginning at the NW corner of said Block 9; thence North 89 degrees 27 minutes East 155.00 feet; thence South 0 degrees 04 minutes 28 seconds East 151.50 feet; thence North 89 degrees 27 minutes 19 seconds East 6.00 feet; thence South 0 degrees 04 minutes 04 minutes 28 seconds East 92.13 feet; thence along the South line of the N1/2 of the SW1/4 of Block 9 South 89 degrees 11 minutes 30 seconds West 161.76 feet; thence North 0 degrees 06 minutes 07 seconds East 92.88 feet to a point North 11 feet and 5 inches of the South line of the N1/2 of Block 9; thence North 0 degrees 06 minutes 07 seconds East 151.50 feet to the point of beginning.

AND A fifteen-foot strip described as beginning at the NW corner of Block 9; thence North 89 degrees 17 minutes 19 seconds East 15 feet; thence South 0 degrees 06 minutes 07 seconds West 151.50 feet; thence South 89 degrees 27 minutes 19 seconds West 15 feet; thence North 0 degrees 06 minutes 07 seconds East 151.50 feet to the point of beginning.

PERMANENT ACCESS EASEMENT DESCRIPTION:

A variable width access easement on part of Block 9 of the Fayetteville Original plat, as described in Deed Book 95 page 28605 of the Washington County records and said access easement being more particularly described as follows: COMMENCING at the Northwest corner of said Block 9 thence along the Grantor's North property line, being the North line of said Block 9, North 89 degrees 21 minutes 12 seconds East 142.25 feet to the POINT OF BEGINNING; thence continuing along the Grantor's North line, North 89 degrees 21 minutes 12 seconds East 12.75 feet; thence leaving said North line, South 00 degrees 10 minutes 35 seconds East 151.50 feet; thence North 89 degrees 21 minutes 16 seconds East 14.42 feet; thence South 00 degrees 38 minutes 44 seconds East 16.50 feet; thence South 89 degrees 21 minutes 16 seconds West 27.30 feet; thence North 00 degrees 10 minutes 35 seconds West 168.00 feet to the POINT OF BEGINNING, containing 2381 sq. ft., or 0.055 acre.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantees, their heirs, successors and assigns, for the uses and purposes hereinabove set forth.

The Grantor agrees not to erect any permanent buildings or structures in said access easement area. This easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2019.

**City of Fayetteville, Arkansas,
A municipal corporation**

ATTEST:

By: _____
Lioneld Jordan, Mayor

Sondra Smith, City Clerk

[Seal]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2019.

MY COMMISSION EXPIRES:

Notary Public

ACCESS EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto **Donald Roller Wilson and Kathleen Kay Wilson, Trustees of the Donald Roller Wilson Trust dated the 11th day of March, 1999, and Kathleen Kay Wilson and Donald Roller Wilson, Trustees of the Kathleen Kay Wilson Trust, dated the 11th day of March, 1999,** hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement for ingress, egress and access purposes in, on, over, and across the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Doc Ref: 95-28605 & CV2016-2104-1)

A part of Lots 3, 4, 5 and 6, of Block 9 of the original plat of the Town (now City) of Fayetteville, Arkansas described as beginning at the NW corner of said Block 9; thence North 89 degrees 27 minutes East 155.00 feet; thence South 0 degrees 04 minutes 28 seconds East 151.50 feet; thence North 89 degrees 27 minutes 19 seconds East 6.00 feet; thence South 0 degrees 04 minutes 04 minutes 28 seconds East 92.13 feet; thence along the South line of the N1/2 of the SW1/4 of Block 9 South 89 degrees 11 minutes 30 seconds West 161.76 feet; thence North 0 degrees 06 minutes 07 seconds East 92.88 feet to a point North 11 feet and 5 inches of the South line of the N1/2 of Block 9; thence North 0 degrees 06 minutes 07 seconds East 151.50 feet to the point of beginning.

AND A fifteen-foot strip described as beginning at the NW corner of Block 9; thence North 89 degrees 17 minutes 19 seconds East 15 feet; thence South 0 degrees 06 minutes 07 seconds West 151.50 feet; thence South 89 degrees 27 minutes 19 seconds West 15 feet; thence North 0 degrees 06 minutes 07 seconds East 151.50 feet to the point of beginning.

PERMANENT ACCESS EASEMENT DESCRIPTION:

A variable width access easement on part of Block 9 of the Fayetteville Original plat, as described in Deed Book 95 page 28605 of the Washington County records and said access easement being more particularly described as follows: COMMENCING at the Northwest corner of said Block 9 thence along the Grantor's North property line, being the North line of said Block 9, North 89 degrees 21 minutes 12 seconds East 142.25 feet to the POINT OF BEGINNING; thence continuing along the Grantor's North line, North 89 degrees 21 minutes 12 seconds East 12.75 feet; thence leaving said North line, South 00 degrees 10 minutes 35 seconds East 151.50 feet; thence North 89 degrees 21 minutes 16 seconds East 14.42 feet; thence South 00 degrees 38 minutes 44 seconds East 16.50 feet; thence South 89 degrees 21 minutes 16 seconds West 27.30 feet; thence North 00 degrees 10 minutes 35 seconds West 168.00 feet to the POINT OF BEGINNING, containing 2381 sq. ft., or 0.055 acre.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantees, their heirs, successors and assigns, for the uses and purposes hereinabove set forth.

The Grantor agrees not to erect any permanent buildings or structures in said access easement area. This easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2019.

**City of Fayetteville, Arkansas,
A municipal corporation**

ATTEST:

By: _____
Lioneld Jordan, Mayor

Sondra Smith, City Clerk

[Seal]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
 }
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2019.

MY COMMISSION EXPIRES:

Notary Public

GENERAL UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **Black Hills Energy Corporation, Cox Communications, AT&T, and SWEPCO**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement for the purpose of construction, maintenance, repair and/or replacement, enlargement and operations of general utilities including natural gas, electrical power, telephone, fiber optic cable(s) and television communication line or lines, and appurtenances thereto, on over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Doc Ref: 95-28605 & CV2016-2104-1)

A part of Lots 3, 4, 5 and 6, of Block 9 of the original plat of the Town (now City) of Fayetteville, Arkansas described as beginning at the NW corner of said Block 9' thence North 89 degrees 27 minutes East 155.00 feet; thence South 0 degrees 04 minutes 28 seconds East 151.50 feet; thence North 89 degrees 27 minutes 19 seconds East 6.00 feet; thence South 0 degrees 04 minutes 04 minutes 28 seconds East 92.13 feet; thence along the South line of the N1/2 of the SW1/4 of Block 9 South 89 degrees 11 minutes 30 seconds West 161.76 feet; thence North 0 degrees 06 minutes 07 seconds East 92.88 feet to a point North 11 feet and 5 inches of the South line of the N1/2 of Block 9; thence North 0 degrees 06 minutes 07 seconds East 151.50 feet to the point of beginning.

AND A fifteen-foot strip described as beginning at the NW corner of Block 9; thence North 89 degrees 17 minutes 19 seconds East 15 feet; thence South 0 degrees 06 minutes 07 seconds West 151.50 feet; thence South 89 degrees 27 minutes 19 seconds West 15 feet; thence North 0 degrees 06 minutes 07 seconds East 151.50 feet to the point of beginning.

PERMANENT EASEMENT DESCRIPTION:

A variable width general utility easement on part of Block 9 of the Fayetteville Original plat, as described in Deed Book 95 page 28605 and Circuit Court case 72CV-16-1204-1 of the Washington County records and said general utility easement being more particularly described as follows: COMMENCING at the Northwest corner of said Block 9 thence along the North line of said Block 9, North 89 degrees 21 minutes 12 seconds East 5.16 feet to the Grantor's Northwest property corner; thence continuing along said North line, said North line also being the Grantor's North property line, North 89 degrees 21 minutes 12 seconds East 73.70 feet to the POINT OF BEGINNING; thence continuing along said North line, North 89 degrees 21 minutes 12 seconds East 31.00 feet; thence leaving said North line, South 00 degrees 38 minutes 23 seconds East 7.04 feet; thence South 89 degrees 21 minutes 37 seconds West 31.00 feet; thence North 00 degrees 38 minutes 23 seconds West 7.04 feet to the POINT OF BEGINNING, containing 218 square feet, 0.005 acre.

AND ALSO

A variable width general utility easement on part of Block 9 of the Fayetteville Original plat, as described in Deed Book 95 page 28605 and Circuit Court case 72CV-16-1204-1 of the Washington County records and said general utility easement being more particularly described as follows: COMMENCING at the Northwest corner of said Block 9 thence along the North line of said Block 9, North 89 degrees 21 minutes 12 seconds East 5.16 feet to the Grantor's Northwest property corner; thence leaving said North line, along the Grantor's West property line, South 0 degrees 00 minutes 09 seconds West 128.85 feet to the POINT OF BEGINNING; thence leaving said West property line, South 89 degrees 59 minutes 29 seconds East 9.84 feet; thence South 00 degrees 00 minutes 00 seconds East 39.04 feet; thence North 89 degrees 21 minutes 16 seconds East 155.07 feet; thence South 00 degrees 38 minutes 44 seconds East 10.12 feet; thence South 89 degrees 21 minutes 16 seconds West 63.01 feet; thence South 00 degrees 38 minutes 23 seconds East 10.92 feet; thence, along a tangent curve to the right, an arc distance of 3.93 feet said curve having a radius of 2.50 feet, and a chord bearing and distance of South 44 degrees 21 minutes 37 seconds West 3.54 feet; thence leaving said curve, South 89 degrees 21 minutes 37 seconds West 12.00 feet; thence, along a tangent curve to the right, an arc distance of 3.93 feet said curve having a radius of 2.50 feet, and a chord bearing and distance of North 45 degrees 38 minutes 23 seconds West 3.54 feet; thence leaving said curve, North 00 degrees 38 minutes 23 seconds West 10.92 feet; thence South 89 degrees 21 minutes 16 seconds West 85.02 feet to the Grantor's West property line; thence continuing along said West line, North 00 degrees 00 minutes 09 seconds East 49.28 feet to the POINT OF BEGINNING, containing 2280 square feet, 0.052 acre.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until the use of said permanent easement is relinquished, abandoned or vacated and so long as such line or lines, electrical power, telephone and/or television lines or cables, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, lines and/or cables where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above water.

The Grantor agrees not to erect any buildings or structures in said permanent easement but reserves the right to install its own water, sewer and/or drainage utilities within said easement. This easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The Grantee shall have the right to construct additional lines, electric power lines, telephone and/or television lines or cables upon the above described easement at any time in the future and agrees to pay any damages because of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2019.

**City of Fayetteville, Arkansas,
A municipal corporation**

By: _____
Lioneld Jordan, Mayor

ATTEST:

Sondra Smith, City Clerk

[Seal]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2019.

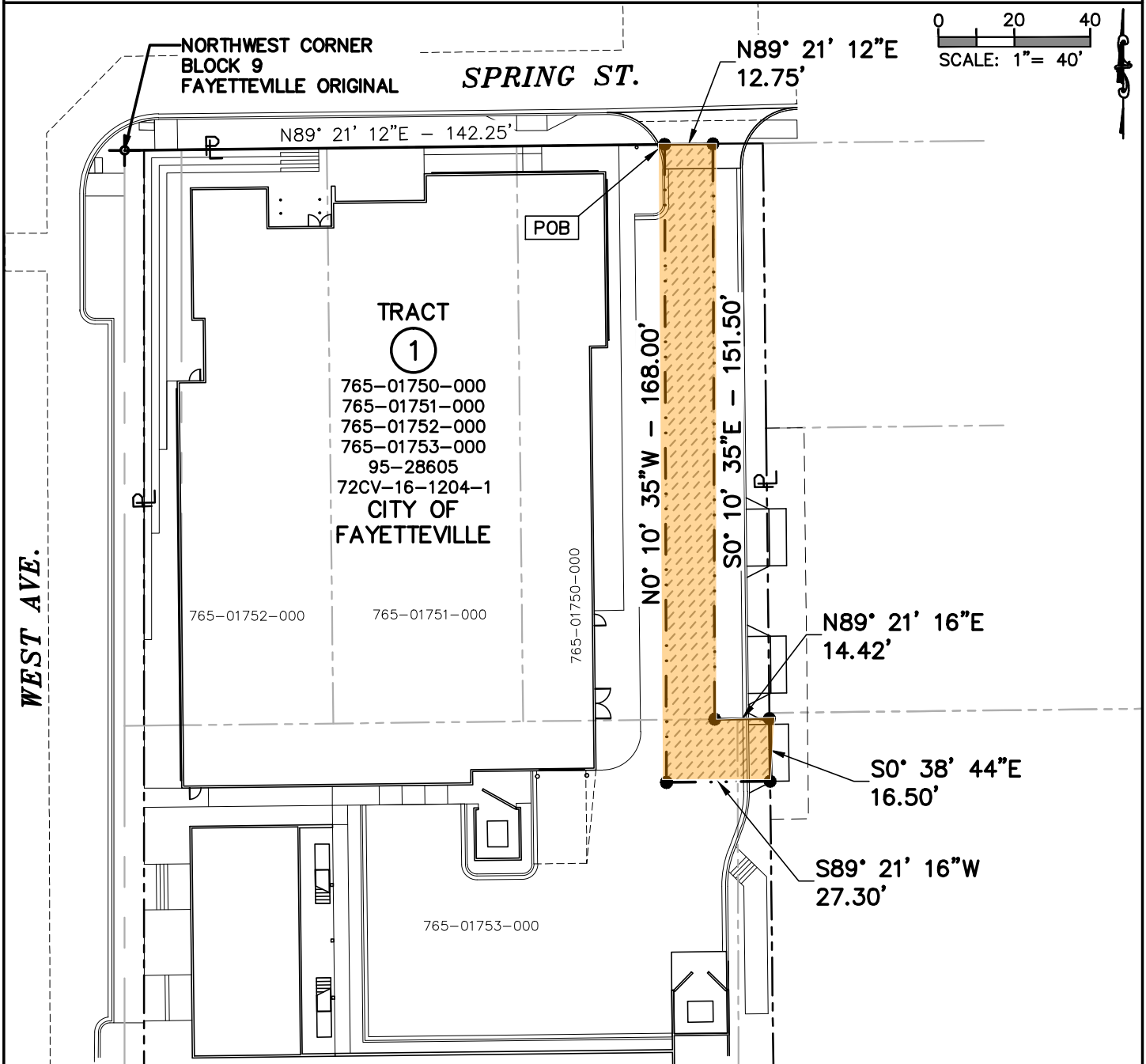
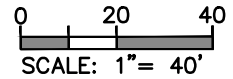
MY COMMISSION EXPIRES:

Notary Public

BASIS OF BEARINGS:
 ARKANSAS STATE PLANE COORDINATE
 SYSTEM, NAD 83, NORTH ZONE.
 (NOT A PLAT OF SURVEY)

ACCESS EASEMENT THEATRESQUARED EXHIBIT "A" MAP

ACCESS EASEMENT
 2,381 SQ. FT. (0.055 AC.)



LEGEND

- PROPOSED UTIL. EASEMENT
- PROPOSED TEMP. CONST. ESMT.
- 765-01750-000 TAX PARCEL NUMBER
- 95-28605 DEED RECORD
- 72CV-16-1204-1
- CORNERS OF PROPOSED UTILITY EASEMENT
- EXISTING RIGHT OF WAY LINE
- EXISTING UTILITY EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED UTIL. EASEMENT
- PROPOSED TEMP. CONST. ESMT.

**CITY OF
 FAYETTEVILLE**

Property Owner: CITY OF FAYETTEVILLE
 Drawn by : McClelland Consulting Engineers
 Date: July 2017 Scale : 1" = 40'
 Project No. 162118 Tract No. 01

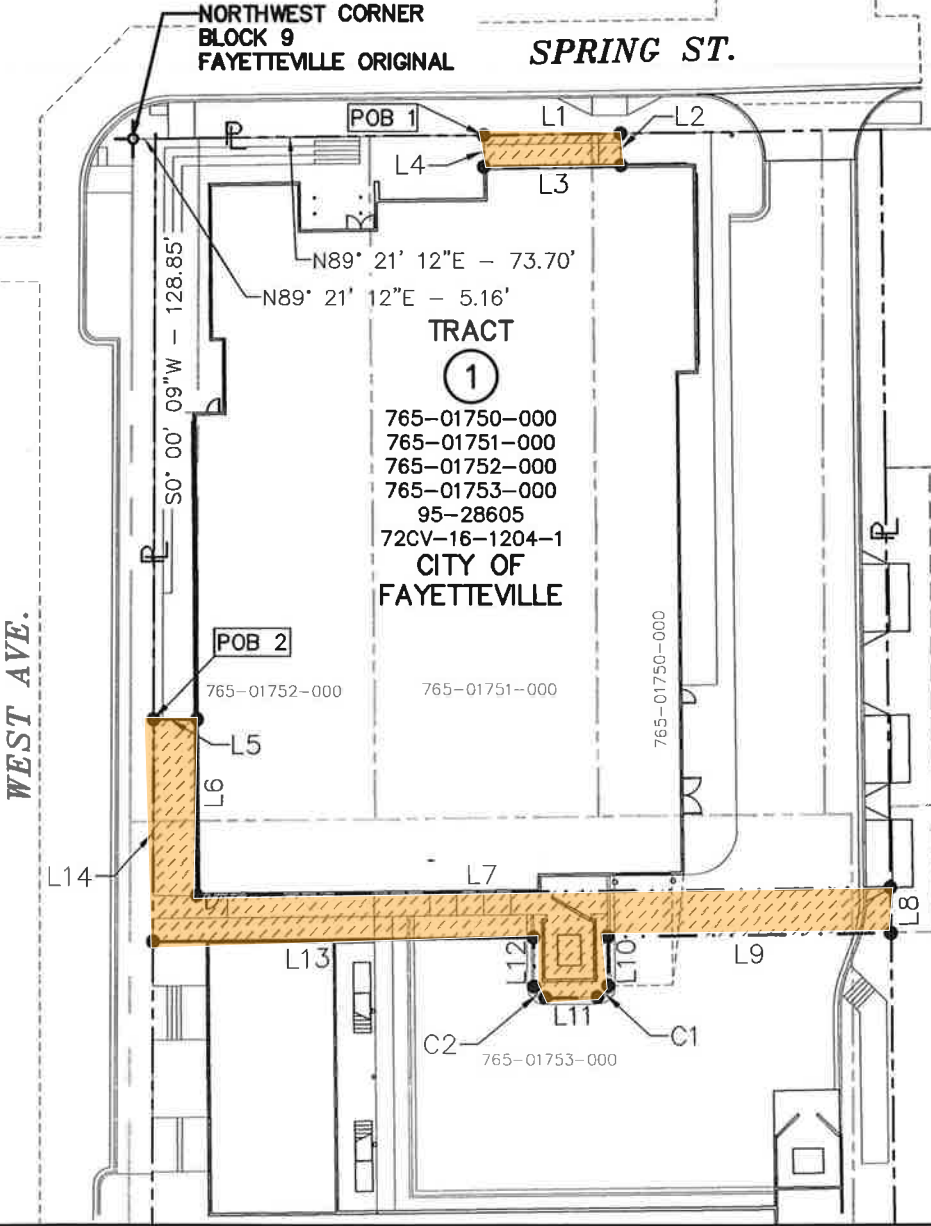
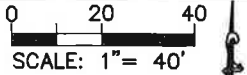
Project Name :
 THEATRESQUARED

No.	Revisions	Date

BASIS OF BEARINGS:
 ARKANSAS STATE PLANE COORDINATE
 SYSTEM, NAD 83, NORTH ZONE.
 (NOT A PLAT OF SURVEY)

**GENERAL UTILITY EASEMENT
 THEATRESQUARED
 EXHIBIT "A" MAP**

**GENERAL UTILITY EASEMENT
 2,498 SQ. FT. (0.06 AC.)**



Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C1	3.93	90.00	2.50
C2	3.93	90.00	2.50
L1	31.00	N89° 21' 12"E	
L2	7.04	S0° 38' 23"E	
L3	31.00	S89° 21' 37"W	
L4	7.04	N0° 38' 23"W	
L5	9.84	S89° 59' 29"E	
L6	39.04	S0° 00' 00"E	
L7	155.07	N89° 21' 16"E	
L8	10.12	S0° 38' 44"E	
L9	63.01	S89° 21' 16"W	
L10	10.92	S0° 38' 23"E	
L11	12.00	S89° 21' 37"W	
L12	10.92	N0° 38' 23"W	
L13	85.02	S89° 21' 16"W	
L14	49.28	N0° 00' 09"E	

LEGEND

- PROPOSED UTIL. EASEMENT
- PROPOSED TEMP. CONST. ESMT.
- 765-01750-000 TAX PARCEL NUMBER
- 95-28605 DEED RECORD
- 72CV-16-1204-1
- CORNERS OF PROPOSED UTILITY EASEMENT
- EXISTING RIGHT OF WAY LINE
- EXISTING UTILITY EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED UTIL. EASEMENT
- PROPOSED TEMP. CONST. ESMT.

**CITY OF
 FAYETTEVILLE**

Property Owner: CITY OF FAYETTEVILLE
 Drawn by : McClelland Consulting Engineers
 Date: July 2017 Scale : 1" = 40'
 Project No. 162118 Tract No. 01

Project Name : THEATRESQUARED		
No.	Revisions	Date