

City of Fayetteville Staff Review Form

2020-0174

Legistar File ID

March 17th, 2020

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

Matt Mihalevich

2/19/2020

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests granting of a multi-use trails easement to the City of Springdale to allow a natural surface mountain bike trail to cross City of Fayetteville Utilities property where a water tower is located in Springdale.

Budget Impact:

N/A	N/A
Account Number	Fund
N/A	N/A
Project Number	Project Title
Budgeted Item? NA	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? NA	Item Cost
Budget Adjustment Attached? NA	Budget Adjustment
	Remaining Budget \$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF MARCH 17TH, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Tim Nyander, Utilities Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: February 20th, 2020

SUBJECT: 2020-0174 Trail Easement to the City of Springdale

RECOMMENDATION:

Staff requests granting of a multi-use trails easement to the City of Springdale to allow a natural surface mountain bike trail to cross City of Fayetteville Utilities property where a water tower is located in Springdale.

BACKGROUND:

The NWA Trailblazers in partnership with the City of Springdale are developing natural surface mountain bike trails around Fitzgerald Mountain in Springdale. The City of Fayetteville Utilities Department owns parcel 815-28668-010 where a water tower is located. To connect the Fitzgerald mountain bike trails, access is needed across the City of Fayetteville Utilities property.

DISCUSSION:

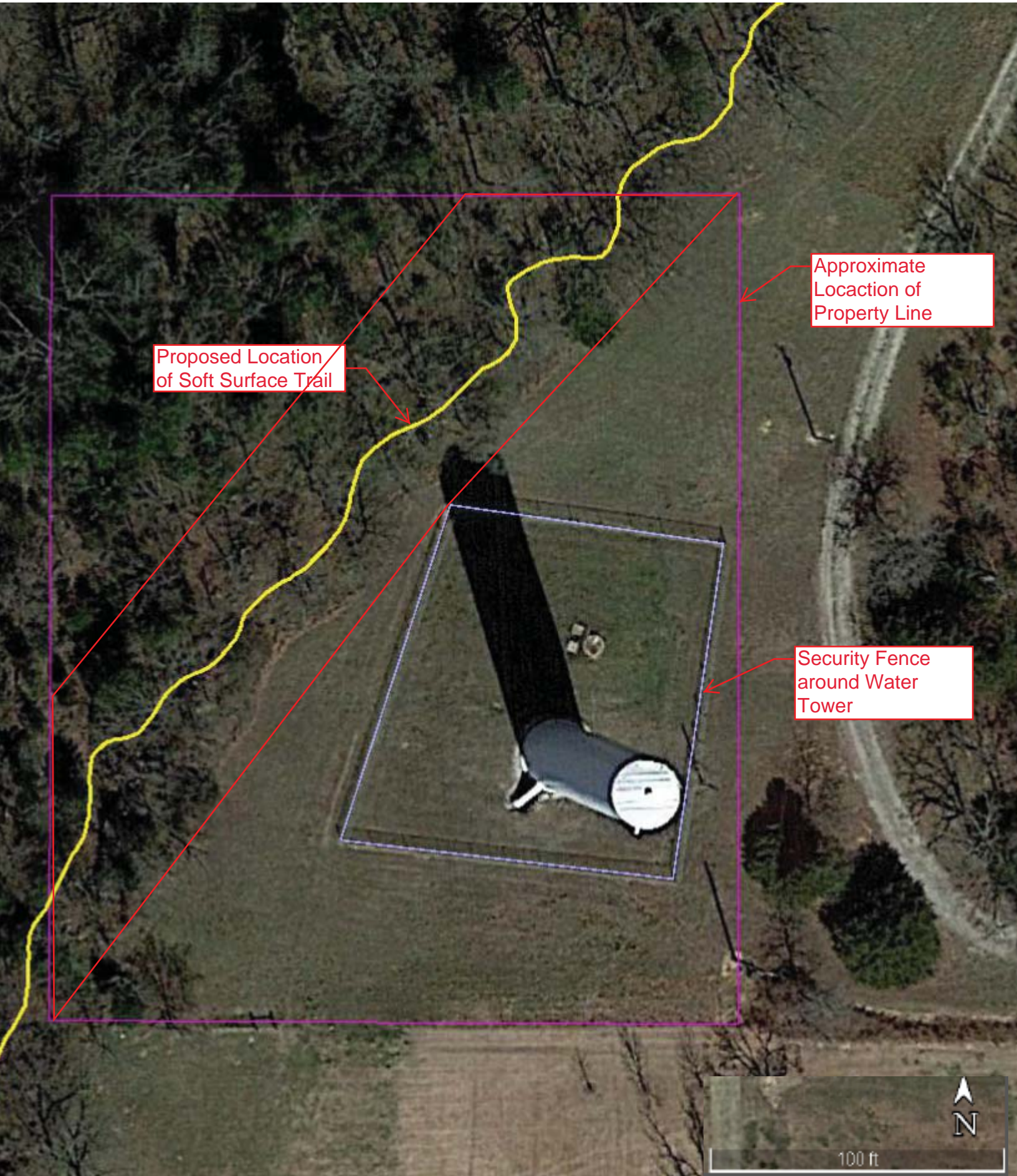
The NWA Trailblazers approached staff to request approval of a multi-use trail easement to allow them to construct the soft surface mountain bike trail across City of Fayetteville Property. Staff has worked with the City Attorney's office and the Utilities Director to develop the acceptable multi-use easement document that is attached. Specific language was requested to be added and is shown below.

"The Grantor agrees not to erect any buildings or above-ground structures in said permanent easement. Grantor retains the right to excavate and to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, within the permanent easement. Grantor agrees to notify Grantee of any such work within the permanent easement. Grantor agrees to attempt to restore any disturbed area within the permanent easement to a usable condition; however, Grantor does not guarantee that such disturbed area will be restored to the condition prior to the commencement of work."

BUDGET/STAFF IMPACT:

None

Attachments: Multi-use Trails Easement Document and Map



Proposed Location
of Soft Surface Trail

Approximate
Location of
Property Line

Security Fence
around Water
Tower



MULTI-USE TRAILS EASEMENT

PROJECT NO. Fitzgerald Mountain Bike Trails
PARCEL NO. 815-28668-010
TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to the undersigned, City of Fayetteville, Arkansas, a municipal corporation paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto the City of Springdale, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns forever, the easement for the purpose of constructing, maintaining, repairing and replacing a public trail on, over, across and under the following described real estate, to-wit:

Property Description

A TRACT OF LAND AS DESCRIBED IN WARRANTY DEED. BOOK 762, PAGE 200 OF THE INSTRUMENT RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

Part of the Southeast quarter of the Northeast quarter of Section thirty (30), Township eighteen (18) North of Range twenty nine (29) West, and being more particularly described as follows: Beginning at the South East corner of said forty acre tract, and running, thence North two hundred seventy (270) feet; thence West two hundred (200) feet, thence South two hundred seventy (270) feet; thence East two hundred (200) feet to the point of beginning.

MULTI-USE TRAIL EASEMENT DESCRIPTION

PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SE CORNER OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 30; THENCE S88°54'45"W 200.00 FEET TO THE POINT OF BEGINNING; THENCE N01°05'15"E 99.35 FEET; THENCE N31°18'10"E 104.18 FEET; THENCE N45°08'30"E 112.17 FEET; THENCE S88°54'45"E 69.57 FEET; THENCE S45°08'30"W 154.48 FEET; THENCE S31°18'10"W 183.97 FEET TO THE POINT OF BEGINNING, CONTAINING 13,870.21 FEET OR 0.32 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

The Grantor agrees not to erect any buildings or above-ground structures in said permanent easement.

Grantor retains the right to excavate and to construct, lay, remove, relay, inspect, enlarge and/or

operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, within the permanent easement. Grantor agrees to notify Grantee of any such work within the permanent easement. Grantor agrees to attempt to restore any disturbed area within the permanent easement to a usable condition; however, Grantor does not guarantee that such disturbed area will be restored to the condition prior to the commencement of work.

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

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

TO HAVE AND TO HOLD the same unto the said City of Springdale, Arkansas, and to its successors and assigns forever.

WITNESS the execution hereof this the ____ day of _____, 20__.

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

By: _____
Lioneld Jordan, Mayor

ATTEST:

Kara Paxton, City Clerk Treasurer

[Seal]

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

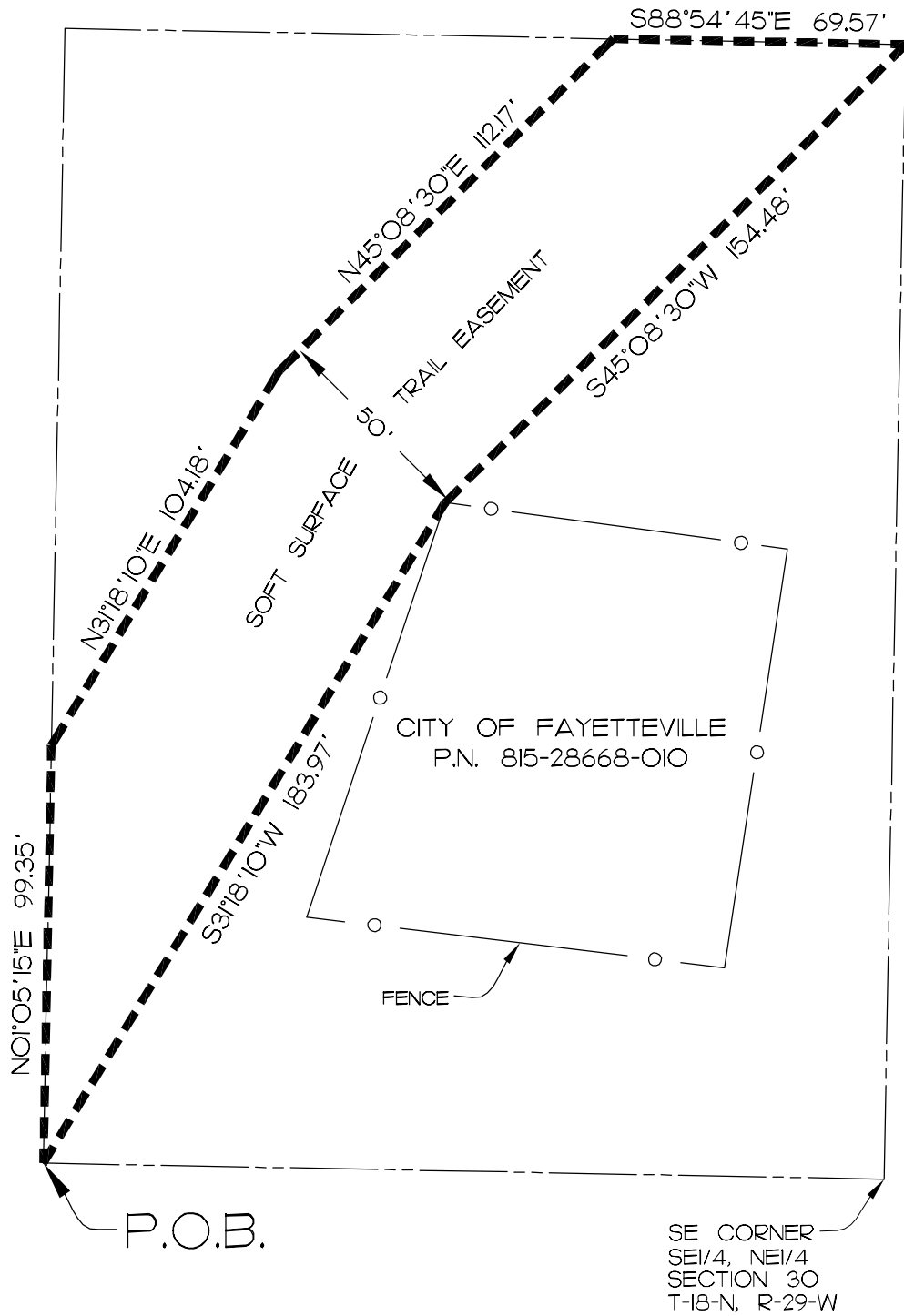
On this the ____ day of _____, 20____, before me, a Notary Public, qualified and acting, within and for the said County and State, appeared in person the within named **Lioneld Jordan and Kara Paxton**, to me personally known and who stated they are the **Mayor and City Clerk Treasurer of the City of Fayetteville, Arkansas, a municipal corporation**, and that they are duly authorized in their respective capacity 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20____.

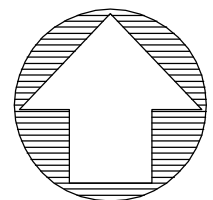
My Commission Expires:

Notary Public

Exhibit A



EXHIBIT



N.T.S.