

## **BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") **Campus Crest Development**, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

**The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance** in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

**Petitioner hereby voluntarily offers assurances** that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to **only those permitted uses expressly provided or referenced within the Downtown General zoning ordinance** .

2. Other restrictions including number and type of structures upon the property are limited to:

- a) **A three-story height restriction on all buildings within fifty (50) feet of the property line along Government Avenue;**
- b) **There shall be a fifty (50) feet building set back along all property adjacent to Government Avenue;**
- c) **There shall be a density limit of twenty (20) residential apartment units per acre on all property subject to the overall development prior to any land dedication as required by the City of Fayetteville.**

3. Specific activities will not be allowed upon petitioner's property include **all uses not expressly permitted by Downtown General zoning classification.**

4. In addition, the following requirements or restrictions shall apply:
- a) **Petitioner shall dedicate approximately 0.39 acres to the Fayetteville Parks Department for multi-use Frisco Trail expansion and parkland dedication;**
  - b) **Petitioner shall cooperate with the Fayetteville Parks Department to provide a pedestrian trail from Government Avenue to the Frisco Trail;**
  - c) **Petitioner shall plant native vegetation along Government Avenue, National Street, Dunn Avenue and Eleventh Street;**
  - d) **Petitioner shall incorporate at least two full access points to existing city streets for pedestrian and vehicular traffic;**
  - e) **Petitioner shall construct a rain garden detention facility at the northeast corner of Dunn Avenue and Eleventh Street;**
  - f) **Petitioner shall construct a Storm Water Quality Basin / Detention Pond along the Frisco Trail;**
  - g) **Petitioner shall construct on-street parking along Government Avenue, National Street, Dunn Avenue, and Eleventh Street.**

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

**IN WITNESS WHEREOF** and in agreement with all the terms and conditions stated above, I, \_\_\_\_\_, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

**NOTARY OATH**

**STATE OF ARKANSAS        }**  
**COUNTY OF WASHINGTON   }**

And now on this the \_\_\_\_ day of \_\_\_\_\_, 2009, appeared before me, \_\_\_\_\_, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires:  
  
\_\_\_\_\_