

City of Fayetteville Staff Review Form

2018-0494

Legistar File ID

9/18/2018

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

Blake Pennington

8/31/2018

CITY ATTORNEY (021)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution to authorize Mayor Jordan to sign a boundary line agreement with Larry Henley, Jeremy Sharp, and Phillip Sparks to properly identify an unclear boundary line between City property and property owner by Henley, Sharp and Sparks near South Futrall Drive and Red Arrow Subdivision, and to sign a quitclaim deed disclaiming interest in the property at issue at the request of the property owner's title company.

Budget Impact:

Account Number	Fund
Project Number	Project Title
Budgeted Item? NA	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? No	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:



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council

FROM: **Blake Pennington**, Assistant City Attorney

DATE: **August 31, 2018**

RE: **Boundary Line Agreement and Quitclaim Deed for property near Red Arrow Subdivision**

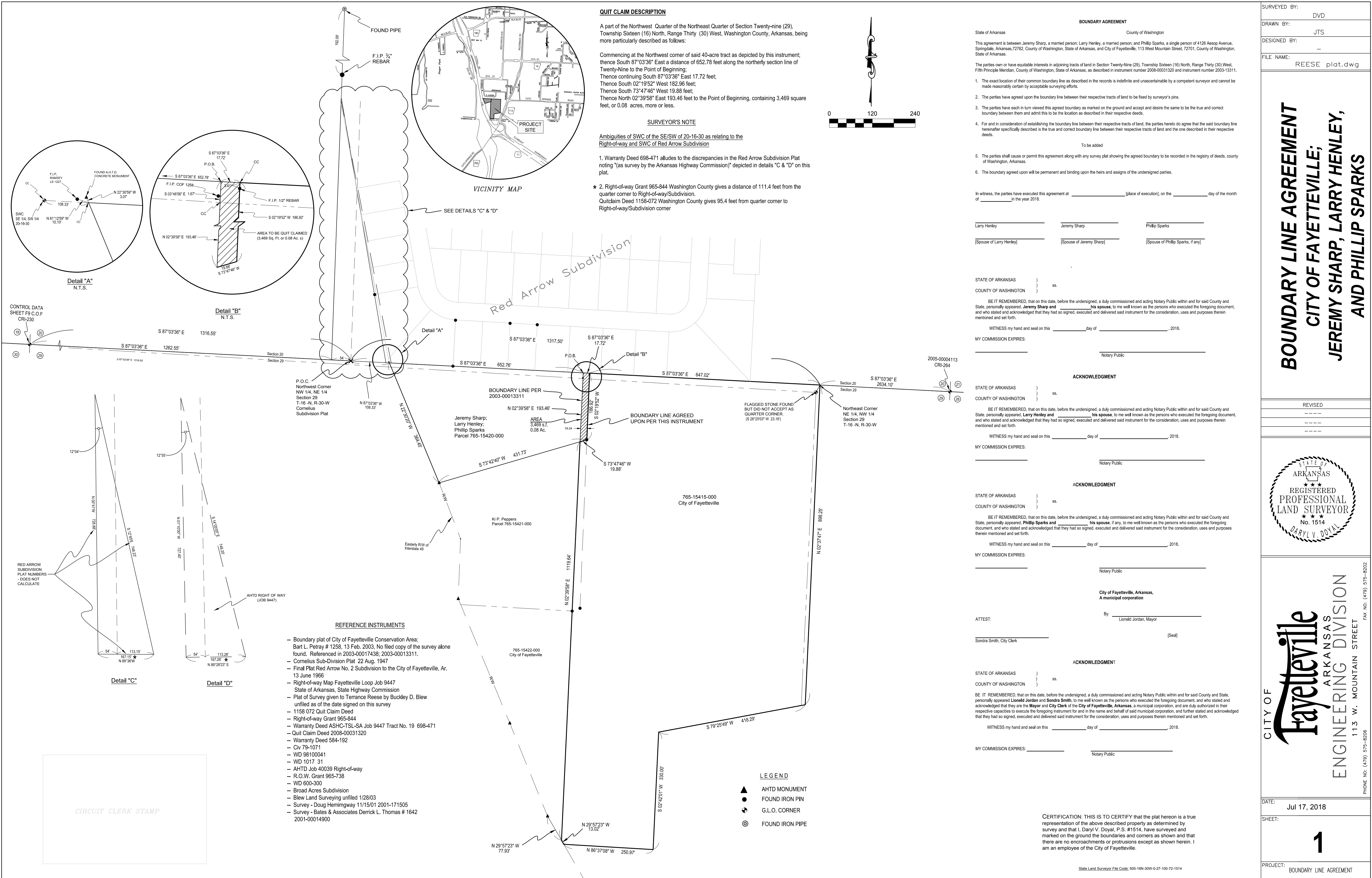
In March of this year, the City surveyor's office was approached by a developer who was seeking to purchase property at the end of South Futrall near the Red Arrow Subdivision (Parcel 765-15420) and which is adjacent to property owned by the City (Parcel 765-15415-000).

City Surveyor Daryl Doyal undertook an extensive review of the historical documents in this case. Because of measurement issues that probably go back decades, the boundary line between the City's property and the other parcel is unclear. When the City took title to the property in 2003, the legal description actually showed the City's western property line extending through a residential structure that had been located on the adjacent parcel since the 1950s. This was clearly a mistake and it is appropriate to fix the issue so the adjacent property can be sold.

Both the City Surveyor and our office agree that the City's legal western property line should be moved east between approximately 18 feet at the north end and 20 feet at the south end so it does not cut through the existing home. The total area is approximately 0.08 acres.

The City's Surveyor prepared the attached incorporated boundary line agreement/survey showing a new agreed upon boundary line between the two properties. The original document, which has been signed by the adjacent property owners, is too large to scan in so an unsigned copy has been included in the agenda packet for your reference.

The title company handling the purchase for the developer has also requested that the Mayor sign a quitclaim deed disclaiming the City's interest in the property between the old boundary line and the new boundary line. I see no reason not to agree to this request and a proposed quitclaim deed is also attached.



QUITCLAIM DEED

BE IT KNOWN BY THESE PRESENTS:

THAT WE, 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 quitclaim unto **Jeremy Sharp, a married person, Larry Henley, a married person and Phillip Sparks, a single person**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, all of our right, title and interest, in and to the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the Northwest Quarter of the Northeast Quarter of Section Twenty-nine (29), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of said 40-acre tract as depicted by this instrument; thence South 87°03'36" East a distance of 652.78 feet along the northerly section line of Twenty-Nine to the Point of Beginning; Thence continuing South 87°03'36" East 17.72 feet; Thence South 02°19'52" West 182.96 feet; Thence South 73°47'46" West 19.88 feet; Thence North 02°39'58" East 193.46 feet to the Point of Beginning, containing 3,469 square feet, or 0.08 acres, more or less as per Boundary Line Agreement Survey filed for record _____, as Document No. _____ in the records of Washington County, Arkansas.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever.

WITNESS the execution hereof on this _____ day of _____, 2018.

**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**, respectively, of **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 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 _____, 2018.

MY COMMISSION EXPIRES:

Notary Public