

City of Fayetteville Staff Review Form

2019-0651

Legistar File ID

11/5/2019

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

Susan Norton

9/27/2019

MAYORS ADMIN (015)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution to authorize Mayor Jordan to sign a land sale agreement, quitclaim deed, and access easement for the sale of approximately 223 square feet of City owned land and a 701 square foot access easement adjacent to the west boundary of property located at 93 S. West Ave. for \$1,215.00 to Christina Mere.

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>NA</u>	Item Cost
Budget Adjustment Attached? <u>No</u>	Budget Adjustment
	Remaining Budget \$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF NOVEMBER 5, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Susan Norton, Communications Director

DATE: September 27, 2019

SUBJECT: Resolution to authorize Mayor Jordan to sign a land sale agreement, quitclaim deed, and access easement for the sale of approximately 223 square feet of City property and a 701 square foot access easement adjacent to the west boundary of property located at 93 S. West Ave. for \$1,215.00 to Christina Mere.

RECOMMENDATION:

The Mayor recommends approval of a resolution authorizing the Mayor to sign a land sale agreement, quitclaim deed, and access easement for the sale of approximately 223 square feet of land and an easement for access to approximately 701 square feet of property adjacent to the west boundary of property located at 93 S. West Ave. for \$1,215.00 to Christina Mere.

BACKGROUND:

In June of 2019, Christina Mere, the owner of property at 93 S. West Avenue approached the city asking to purchase a portion of the 100 foot wide vacated railroad right-of-way previously purchased by the city in 2001 in advance of the development of Frisco Trail. Neither the city nor Ms. Mere were aware that a portion of the home constructed by a previous owner in 1994 encroached on city property until a recent survey was conducted by a potential buyer of the home. The Mayor recommends selling approximately 223 square feet of City property, which includes the encroaching portion of the home, and also granting an access easement, totaling about 701 square feet, so that Ms. Mere or any future owner is able to maintain the property.

DISCUSSION:

The proposed sale price of \$1,215.00 is 20% of the Tax Assessor's appraised value. The discounted price is in recognition of the fact that the subject land is valuable only to Ms. Mere and no other purchaser.

BUDGET/STAFF IMPACT:

N/A

Attachments:

Signed Purchase Agreement
Access Easement
Quitclaim Deed

AGREEMENT TO PURCHASE REAL ESTATE

The undersigned (herein "Purchaser") hereby offers to purchase from the owner (herein "Seller") the real estate located at 93 S. West Ave. in the city of Fayetteville, County of Washington, State of Arkansas, the legal description of which is:

A portion of a One Hundred (100) foot wide vacated Railroad right of way lying immediately adjacent to the west boundary of land parcel 765-02022-000, Washington County Assessor's records, being more particularly described as follows: Commencing at the Northeast corner of Block Numbered Thirty-five (35) of the Original Town (Now City) of Fayetteville, Arkansas, as shown upon the designated plat on file in the Land Records of Washington County, Arkansas; thence N89°37'42"W 115.26 feet along the North line of said Block Thirty-five (35) to an existing iron rebar; thence South 50.00 feet to a set 1/2" iron rebar; thence N89°38'06"W 46.60 feet to a set 1/2" iron rebar on the east right of way line of the Vacated St Louis & San Francisco Railroad; thence N12°35'07"W 2.91 feet along said right-of-way line to a point on the south side of a staircase leading onto a wood deck for the true point of beginning; thence S85°00'49"W 6.92 feet along said staircase to the corner of a wood deck; thence along the outside edge of said deck, the following bearings and distances: S85°17'31"W 3.50 feet; N05°18'20"W 3.06 feet; N89°57'48"W 2.53 feet; N04°41'39"W 14.68 feet; N83°11'36"E 1.29 feet; N43°32'26"E 4.13 feet; N85°27'19"E 5.74 feet to a point on the East line of said Vacated Railroad Right of way, said point being on the West boundary of land Parcel 765-02022-000; thence S12°35'07"E 20.89 feet to the Point of Beginning, containing 0.005 acre, (223.33 square feet), more or less.

upon the following terms and conditions:

1. **Purchase Price and Conditions of Payment**

The purchase price shall be One Thousand Two Hundred and Fifteen Dollars (\$1,215.00) to be paid in its entirety in cash at the time of closing the sale.

2. **Real Estate Taxes, Assessments, and Adjustments**

Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through that date of acceptance of this offer to purchase.

3. **Title to the Property**

Seller shall convey title to Purchaser at the time of closing by a good and sufficient quitclaim deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning, and restrictions of record.

4. **Possession of the Property**

Purchaser shall be given possession of the property on the date of closing.

5. **Improvements and Fixtures Included**

This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, doors, Venetian blinds, drapery hardware, awnings, attached carpeting, radio, television antennas, trees, shrubs, flowers, and fences.

6. General Conditions

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of Arkansas.

7. Special Conditions

- a. Seller shall grant Purchaser an access easement attached with the right to ingress and egress to and from the Property as reasonably needed by Ms. Mere to maintain and operate the Property onto the following property:

A portion of a One Hundred (100) foot wide vacated Railroad right of way lying immediately adjacent to the west boundary of land parcel 765-02022-000, Washington County Assessor's records, being more particularly described as follows: Commencing at the Northeast corner of Block Numbered Thirty-five (35) of the Original Town (Now City) of Fayetteville, Arkansas, as shown upon the designated plat on file in the Land Records of Washington County, Arkansas; thence N89°37'42"W 115.26 feet along the North line of said Block Thirty-five (35) to an existing iron rebar; thence South 50.00 feet to a set 1/2" iron rebar; thence N89°38'06"W 46.60 feet to a set 1/2" iron rebar on the east right of way line of the Vacated St Louis & San Francisco Railroad for the true Point of Beginning; thence N12°35'07"W 2.91 feet along said right-of-way line to a point on the South side of a staircase leading onto a wood deck; thence S85°00'49"W 6.92 feet along said staircase to the corner of a wood deck; thence along the outside edge of said deck, the following bearings and distances: S85°17'31"W 3.50 feet; N05°18'20"W 3.06 feet; N89°57'48"W 2.53 feet; N04°41'39"W 14.68 feet; N83°11'36"E 1.29 feet; N43°32'26"E 4.13 feet; N85°27'19"E 5.74 feet to a point on the East line of said Vacated Railroad Right of way, said point being on the west boundary of said land parcel 765-02022-000; thence N12°35'07"W 23.85 feet along the east line of said vacated Railroad Right of way to a point in an existing fence; thence S77°11'47"W 18.04 feet along said fence to a fence corner post; thence S07°01'54"E 43.41 feet along said fence to a fence corner post; thence N89°42'51"E 22.76 feet to a point on the East line of said vacated railroad right of way; thence N12°35'07"W 0.48 feet to the Point of Beginning, containing 0.16 acre, (701.27 square feet), more or less.

This offer is made on this 17th day of September, 2019.

BY:

CHRISTINA MERE'
 Christina Mere, Purchaser

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 **Christina Mere**, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that she 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 17 day of September, 2019.

MY

COMMISSIONER: April 09, 2024
 Notary Public
 Washington County, Arkansas
 Commission #12398233
 Commission Expires April 09, 2024

DeMick Winters

Notary Public

Acceptance by Seller

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above. Dated this _____ day of _____, 2019.

**CITY OF FAYETTEVILLE, ARKANSAS,
A MUNICIPAL CORPORATION**

Lioneld Jordan, Mayor

ATTEST:

Sondra Smith, City Clerk

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.

Notary Public

MY COMMISSION EXPIRES:

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 **Christina Mere,** 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: (QCD 2001-117677, Tract 2 only)

A portion of a One Hundred (100) foot wide railroad right of way, now discontinued, being 50.0 feet wide on each side of the Main Track centerline, as originally located and constructed across Block 35 of the Original Town of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of Block 35 and running thence West 171.96 feet along the North line of Block 35 to the East line of the railroad right of way for the point of beginning; thence leaving the North line of Block 35 and continuing along the East line of the railroad right of way long a curve to the right an arc length of 260.25 feet to a point of compound curve, said curve having a radius of 2096.53, a central angle of 07°06'45" and a long chord of S07°00'40"E 260.09 feet; thence along a curve to the right arc length of 67.92 feet to a point on the South line of Block 35, said curve having a radius of 1728.65, a central angle of 02°15'04" and a long chord of S02°19'46"E 67.91 feet; thence leaving the East line of the railroad right of way and continuing along the South line of Block 35, West 100.02 feet to the West line of the railroad right of way; thence leaving the South line of Block 35 and continuing along the West line of the railroad right of way along a curve to the left an arc length of 61.89 feet to a point of compound curve, said curve having a radius of 1628.65 feet a central angle of 02°10'38" and a long chord of N02°21'59"W 61.88 feet; thence along a curve to the left an arc length of 266.51 feet to the North line of Block 35, said curve having a radius of 1996.53 feet, a central angle of 07°38'54" and a long chord of N07°16'45"W 266.31 feet; thence leaving the West line of the railroad right of way and continuing along the North line of Block 35, East 101.81 feet to the point beginning, containing approximately 32,828 square feet or 0.75 acre, more or less. Subject to any easements and/or rights of way of record.

PERMANENT ACCESS EASEMENT DESCRIPTION:

A portion of a One Hundred (100) foot wide vacated Railroad right of way lying immediately adjacent to the west boundary of land parcel 765-02022-000, Washington County Assessor's records, being more particularly described as follows: Commencing at the Northeast corner of Block Numbered Thirty-five (35) of the Original Town (Now City) of Fayetteville, Arkansas, as shown upon the designated plat on file in the Land Records of Washington County, Arkansas; thence N89°37'42"W 115.26 feet along the North line of said Block Thirty-five (35) to an existing iron rebar; thence South 50.00 feet to a set 1/2" iron rebar; thence N89°38'06"W 46.60 feet to a set 1/2" iron rebar on the east right of way line of the Vacated St Louis & San Francisco Railroad for the true Point of Beginning; thence N12°35'07"W 2.91 feet along said right-of-way line to a point on the South side of a staircase leading onto a wood deck; thence S85°00'49"W 6.92 feet along said staircase to the corner of a wood deck; thence along the outside edge of said deck, the following bearings and distances: S85°17'31"W 3.50 feet; N05°18'20"W 3.06 feet; N89°57'48"W 2.53 feet; N04°41'39"W 14.68 feet; N83°11'36"E 1.29 feet; N43°32'26"E 4.13 feet; N85°27'19"E 5.74 feet to a point on the East line of said Vacated Railroad Right of way, said point being on the west boundary of said land parcel 765-02022-000; thence N12°35'07"W 23.85 feet along the east line of said vacated Railroad Right of way to a point in an existing fence; thence S77°11'47"W 18.04 feet along said fence to a fence corner post; thence S07°01'54"E 43.41 feet along said fence to a fence corner post; thence N89°42'51"E 22.76 feet to a point on the East line of said vacated railroad right of way; thence N12°35'07"W 0.48 feet to the Point of Beginning, containing 0.16 acre, (701.27 square feet), more or less.

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.

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)
) ss.
COUNTY OF WASHINGTON)

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

When recorded, mail to:
Debby Winters
PO Box 3687
Fayetteville, AR 72702

Document Prepared by:
Debby Winters
34 East Center Street, Suite 13
Fayetteville, AR 72701

QUITCLAIM DEED

This Quitclaim Deed is made on _____,
between The City of Fayetteville, Grantor, of 113 West Mountain Street, County of
Washington, City of Fayetteville, State of Arkansas, and Christina Mere, Grantee, of 93
S West Avenue, County of Washington, City of Fayetteville, State of Arkansas.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title,
and interest held by Grantor in the following described real estate and improvements to
the Grantee, and her heirs and assigns, to have and hold forever:

A PORTION OF A ONE HUNDRED (100) FOOT WIDE VACATED RAILROAD RIGHT-OF-WAY LYING
IMMEDIATELY ADJACENT TO THE WEST BOUNDARY OF LAND PARCEL 765-02022-000, LAND
RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BLOCK NUMBERED THIRTY-FIVE (35) OF
THE ORIGINAL TOWN (NOW CITY) OF FAYETTEVILLE, ARKANSAS, AS SHOWN UPON THE DESIGNATED
PLAT ON FILE IN THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS; THENCE N89°37'42"W
115.26 FEET ALONG THE NORTH LINE OF SAID BLOCK THIRTY-FIVE (35) TO AN EXISTING IRON
REBAR; THENCE SOUTH 50.00 FEET TO A SET 1/2" IRON REBAR; THENCE N89°38'06"W 46.60
FEET TO A SET 1/2" IRON REBAR ON THE EAST RIGHT-OF-WAY LINE OF THE VACATED ST.
LOUIS & SAN FRANCISCO RAILROAD FOR THE TRUE POINT OF BEGINNING; THENCE N12°35'07"W
2.91 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH SIDE OF A STAIRCASE
LEADING ONTO A WOOD DECK; THENCE S85°00'49"W 6.92 FEET ALONG SAID STAIRCASE TO THE
CORNER OF A WOOD DECK; THENCE ALONG OUTSIDE EDGE OF SAID DECK, THE FOLLOWING
BEARINGS AND DISTANCES:

S85°17'31"W	3.50 FEET;	N05°18'20"W	3.06 FEET;
N89°57'48"W	2.53 FEET;	N04°41'39"W	14.68 FEET;
N83°11'36"E	1.29 FEET;	N43°32'26"E	4.13 FEET;
N85°27'19"E	5.74 FEET TO A POINT ON THE EAST LINE OF SAID VACATED		

RAILROAD RIGHT-OF-WAY, SAID POINT BEING ON THE WEST BOUNDARY OF LAND PARCEL
765-02022-000; THENCE S12°35'07"E 20.89 FEET TO THE POINT OF BEGINNING, CONTAINING
0.005 ACRES (223.33 SQUARE FEET), MORE OR LESS.

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any. Taxes for the year of 2019 shall be prorated between the Grantor and Grantees as of the date of recording this deed.

Dated: _____

IN WITNESS WHEREOF, Grantor has executed and delivered this Quitclaim Deed under seal as of the day and year first above written.

Grantor's Signature

Name of Grantor

Witness #1 Signature

Witness #2 Signature

Witness #1 Name

Witness #2 Name

Address

Address

City, State & Zip

City, State & Zip

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____