

City of Fayetteville Staff Review Form

2021-0076

Legistar File ID

02/16/21

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

Ted Jack

1/28/2021

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Mayor's approval of an electrical easement inside Kessler Regional Park for electrical power serving the Water Tanks on Kessler Mountain.

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?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF FEBRUARY 16, 2021

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Ted Jack, Park Planning Superintendent

DATE: January 28, 2021

SUBJECT: Approval of an electrical easement inside Kessler Regional Park for electrical power serving the Water Tanks on Kessler Mountain.

RECOMMENDATION:

Approval of an electrical easement inside Kessler Regional Park for electrical power serving the Water Tanks on Kessler Mountain.

BACKGROUND:

A portion of the existing power line that feeds the City's Water Towers on Kessler Mountain needs to be relocated slightly towards the north moving it out of the existing easement. Additionally, the power lines in this area need to be placed under ground for the construction of the new Kessler Baseball Complex. This easement allows for the electrical line's relocation.

DISCUSSION:

Relocating this line and placing it undergrounds is necessary to proceed with the new Kessler Baseball Complex.

BUDGET/STAFF IMPACT:

The cost for relocating the lines is included in the construction work for the new baseball fields at Kessler Mountain Regional Park.

Attachments:

Staff Review Form
Easement
Easement Exhibit

GENERAL UNDERGROUND 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 **Ozarks Electric Cooperative Corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement for the purpose of burying, constructing, maintaining, operating, protecting, repairing, relocating, upgrading, replacing and removing, electrical power, fiber optic cable(s) 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: (Warranty Deed: 2010-026595)

As this pertains to 765-15443-502 & 765-15443-203 (See Exhibit attached)

PERMANENT EASEMENT DESCRIPTION:

A part of the SW 1/4 of the SE 1/4 and a part of the SE 1/4 of the SW 1/4 of Section 30, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of said SW 1/4 of the SE 1/4 of Section 30; thence S 87°14'32" E a distance of 144.46 feet along the South line of said SW 1/4 of the SE 1/4; thence leaving said South line N 02°02'28" E a distance of 27.23 feet to the **POINT OF BEGINNING**; thence N 86°31'20" W a distance of 756.55 feet; thence N 03°28'40" E a distance of 15.00 feet; thence S 86°31'20" E a distance of 756.17 feet; thence S 02°02'28"W a distance of 15.00 feet to the **POINT OF BEGINNING**, containing 11,345 square feet or 0.26 acres, 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 Grantee, its successors and assigns, until the use of said permanent easement is relinquished, abandoned or vacated and so long as such underground line or lines, electrical power or cables, 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 lines and/or cables, to a sufficient depth so as not to interfere with cultivation of soil.

The Grantor agrees not to erect any buildings or structures in said permanent easement except those for the baseball complex. 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 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 on 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 _____, 2021.

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

ATTEST:

By: _____
Lioneld Jordan, Mayor

Kara Paxton, City Clerk Treasurer

[Seal]

ACKNOWLEDGMENT

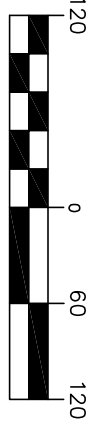
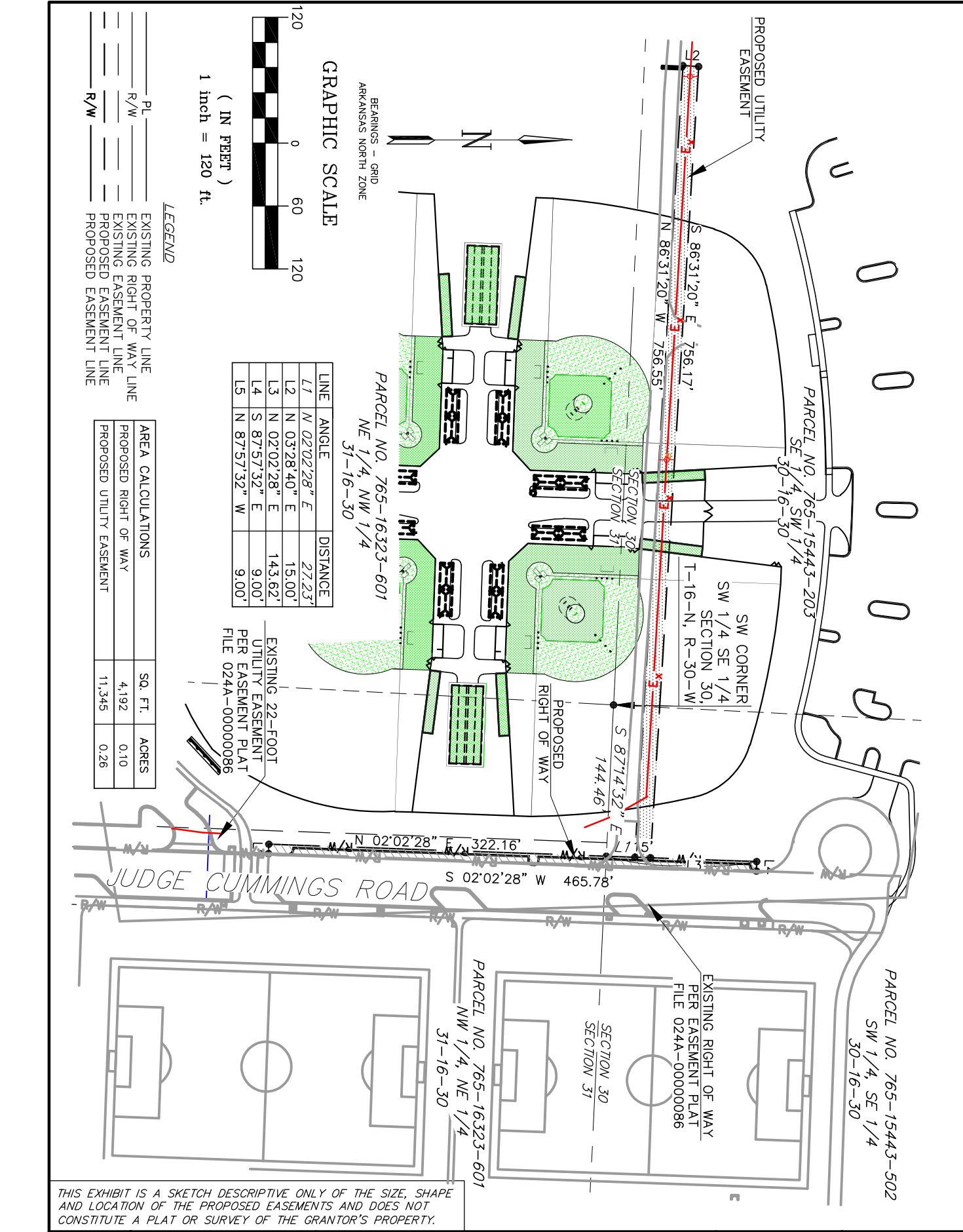
STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

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 **Kara Paxton**, 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 Treasurer** 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 _____, 2021.

MY COMMISSION EXPIRES:

Notary Public



GRAPHIC SCALE

BEARINGS - GRID
ARKANSAS NORTH ZONE

LEGEND

— PL —	EXISTING PROPERTY LINE
— R/W —	EXISTING RIGHT OF WAY LINE
— — —	EXISTING EASEMENT LINE
— — —	PROPOSED EASEMENT LINE
— — —	PROPOSED EASEMENT LINE
— — —	PROPOSED EASEMENT LINE

LINE	ANGLE	DISTANCE
L1	N 02°02'28" E	27.23'
L2	N 03°28'40" E	15.00'
L3	N 02°02'28" E	143.62'
L4	S 87°57'32" E	9.00'
L5	N 87°57'32" W	9.00'

AREA CALCULATIONS

AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED RIGHT OF WAY	4,192	0.10
PROPOSED UTILITY EASEMENT	11,345	0.26

EXISTING 22-FOOT
UTILITY EASEMENT
PER EASEMENT PLAT
FILE 024A-00000086

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



2049 EAST JOYCE BOULEVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
KESSLER PARK
UTILITY EASEMENT & RIGHT OF WAY



JOB NO.
19T21090
"EXHIBIT A"

DATE
JAN. 28, 2021
TRACT
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