

City of Fayetteville Staff Review Form

2022-0195

Legistar File ID

3/15/2022

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

Devin Howland

2/24/2022

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff is recommending approval of a resolution authorizing Mayor Jordan to sign a Land Sale Agreement with B-Unlimited, Inc. for 17.46 acres (Parcel # 765-15312-001) of City-owned commerce district land for \$278,280 with a conditional option to purchase approximately 12.6 acres of Parcel # 765-16578-001 for \$18,000 an acre within twelve months of closing on Parcel # 765-15312-001.

Budget Impact:

1010.001.0001-4881.02

General Fixed Asset

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

\$ -

Budget Adjustment Attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # **51-22**

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF MARCH 15, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Devin Howland, Director of Economic Vitality for the City of Fayetteville

DATE: February 23, 2022

SUBJECT: A Resolution authorizing Mayor Jordan to sign a Land Sale Agreement with B-Unlimited, Inc. to sell 17.46 acres (Parcel # 765-15312-001) of City-owned land in the commerce district for \$278,280 as well as a Conditional Option to purchase an additional 12.6 acres (Parcel # 765-16578-001) within 12-months of closing.

RECOMMENDATION:

Staff is recommending approval of a resolution authorizing Mayor Jordan to sign a Land Sale Agreement with B-Unlimited, Inc. for 17.46 acres (Parcel # 765-15312-001) of City-owned commerce district land for \$278,280 with a conditional option to purchase approximately 12.6 acres of Parcel # 765-16578-001 for \$18,000 an acre within twelve months of closing on Parcel # 765-15312-001.

BACKGROUND:

On February 15, 2022 the Fayetteville City Council passed Resolution 51-22 with a vote of 7-0, expressing its intent to sell City-owned commerce district land to B-Unlimited, Inc. Since the passage of the Resolution of Intent, staff has worked closely with B-Unlimited, Inc. and the City Attorney's Office to develop the attached Land Sale Agreement. Staff has also provided the tree preservation report for Parcel 765-15312-001, per Council Member Turk's request.

BACKGROUND OF B-UNLIMITED:

A beloved local business, B-Unlimited was founded in 1994 as a screen-printing company right here in Fayetteville. Acquired by Ben Clark in 2006, the company has experienced significant growth over the past decade- launching a fully water-based print shop in 2013. Since this time the company has grown from one Sorority client here in Fayetteville to serving 250 college campuses across the nation today. In 2020, B-Unlimited merged JCG Apparel and expanded to six retail locations throughout the SEC (South Eastern Conference).

From 2016-2019 B-Unlimited was named to the "Inc. 5000" list of the fastest growing private companies in the United States, and their growth continues to this day. Currently, B-Unlimited employs over 250 team members, with nearly 180 jobs located in the City of Fayetteville (30 of which are full time artists, making them one of the largest private employers of full-time artists in the City).

DISCUSSION:

The Land Sale Agreement attached to this packet includes a purchase price for the 17.46-acre development site (Parcel # 765-15312-001) of \$278,280. A Conditional Option is outlined in section two of the agreement for a 12.6-acre option site (a portion of Parcel # 765-16578-001) for \$18,000 an acre that must be exercised within 12 months of the transfer of title for the development site. Described in a following section of the memo, a range of terms and conditions have been added following requests from City Council Members and other comments discussed at the February 15th City Council meeting.

Economic Vitality Benefits and Metrics:

The project is the retention, expansion, and relocation of B-Unlimited's national headquarters. B-Unlimited has called the City of Fayetteville home since it was formed in 1994. As the company continues to grow, this site provides them with the surety that as their needs continue to expand- they have room to do so within the City.

- Employment: Retention of 180 jobs at an average of \$20 per hour (annual payroll of nearly \$7.5M). Creation of 50 jobs within the next three years that would bring annual payroll to a little more than \$9.5M;
- Capital Investment: Phase 1 investment of the new HQ of \$5.5M;
- Retaining the headquarters of a significant employer within the creative economy who has consistently been named one of the fastest growing companies in the United States.

Land Sale Agreement Conditions:

Described fully within the Land Sale Agreement attached to this memo, the following section provides a brief overview of many of the conditions outlined in the Land Sale Agreement.

- Closing: Closing shall take place within 45 days of this agreement being signed by both parties;
- Site survey and pond survey: B-Unlimited will provide a survey of the development site prior to closing on this Agreement, the survey will also include a legal description of the conservation area of the pond;
- Agreement to utilize the northwest corner of the development site as their primary tree preservation area: Discussed further in a following section on this staff memo, after a site visit with Urban Forestry, B-Unlimited has agreed to utilize this portion of their property as their first priority tree preservation area during the development process (as depicted in Exhibit C of the Land Sale Agreement);
- Agreement to dedicate all necessary right-of-way, temporary construction easements, etc. for the Industrial Drive extension project within thirty days of closing (the City has already designed the street extension and will assist Buyer's surveyor with the legal descriptions);

- Execution of a conservation easement on the pond within 30 days of closing on the development site (this may also provide Buyer with an opportunity for additional tree preservation);
- Buyer shall pay compensation to the City of Fayetteville if the Development Site is sold within ten years, given the discount of \$2,000 per usable acre;

Conditional Option to Purchase Additional Property

Section 2 of the Land Sale Agreement outlines the conditions for the option to purchase an additional 12.6 acres (a portion of Parcel # 765-16578-001) of City-owned land in the commerce district. The agreement states that the firm price shall be \$18,000 per acre and the option to purchase must be exercised within twelve months after transfer of title.

If B-Unlimited exercises its option, the sale of the option site shall be subject to a separate Land Sale Agreement that must be approved by the Fayetteville City Council. This separate Land Sale Agreement must be agreed upon by the City and the purchaser and will include terms and conditions different from those contained to the Development Site Land Sale Agreement. Examples of these conditions include but are not limited to: an access easement to the City's 13.1-acre Tree Preservation Area depicted as Lot 14B in Exhibit B; minimum square footage guarantees; and restrictive covenants.

Staff's inclusion of this language is to enable the City and the purchaser to work together to ensure a high economic benefit to the community from the potential sale. This will also provide the City Council with relevant economic and project data that can be utilized should B-Unlimited exercise its option to purchase and staff brings a Land Sale Agreement to the City Council for consideration in the future.

Additional Information and Items

- Urban Forestry Report for the Development Site: Urban Forestry has provided a detailed report for the development site, a copy of which has been attached to this memo. The Urban Forester's discovery of several significant trees in the northwest portion of the property led to a site visit with the purchaser's representative. B-Unlimited has agreed to work with Urban Forestry to make this their priority tree preservation area during Large Scale Development. This has been memorialized in section 7, *Deeds and Other Documents*, of the Land Sale Agreement.
- Market Analysis and Appraisal: An assessment of properties with road frontage in the commerce district for the purposes of determining market value was completed by City staff following a request from Council Member Scroggin. Public Works previously ordered an appraisal for a private parcel that abuts the western border of the development site, for the purposes of right-of-way acquisition. Staff will provide this information to the City Council when the appraisal becomes available.

- Development Regulations: B-Unlimited will be subject to all of the City's usual development regulations during the planning and construction of its new headquarters.

BUDGET/STAFF IMPACT:

\$278,280 in revenue to the City fund that owns parcel 765-15312-001 and \$226,800 in revenue to the City fund that owns parcel 765-16578-001.

Attachments:

Land Sale Agreement and Exhibits

Public Notification documentation

Resolution 51-22

Site Location Map

Urban Forestry Report for Parcel # 765-15312-001 (Development Site)

Urban Forestry Report for Parcel # 765-16578-001 (Option Site)

Estimated Market Value Analysis

Letter of support from the Fayetteville Chamber of Commerce

LAND SALE AGREEMENT

THIS LAND SALE AGREEMENT ("Agreement") is made and entered into by and between the City of Fayetteville, Arkansas, a municipal corporation of the State of Arkansas (hereinafter "Fayetteville") and B-Unlimited, Inc., a corporation organized pursuant to the laws of the State of Arkansas ("Purchaser").

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Fayetteville and Purchaser agree as follows:

TERMS AND CONDITIONS

1. Sale

Subject to the terms and conditions of this Agreement, Fayetteville agrees to sell and Purchaser agrees to purchase certain real property designated as Parcel # 765-15312-001 in the Washington County land records located in the Fayetteville Commerce District consisting of approximately 17.46 acres as generally shown on the map attached as Exhibit A and as shall be more particularly described in a survey obtained and approved by Purchaser prior to closing (the "Development Site").

In exchange for the Purchase Price of \$278,280.00 to be paid at the closing, Fayetteville shall execute and deliver a general warranty deed to Purchaser which shall convey the Development Site to Purchaser subject to existing easements and rights of way of record.

2. Conditional Option to Purchase Additional Property

Purchaser shall have a conditional option to purchase land owned by Fayetteville immediately north of the Development Site totaling approximately 12.6 acres (a portion of the land designated as Parcel # 765-16578-001 in the Washington County real estate records) as generally shown on Exhibit A (the "Option Site") and as shall be more particularly described in a survey obtained by Purchaser and approved by Fayetteville prior to closing on the Option Site. The sale of the Option Site shall be for the firm price of \$18,000.00 per acre. The option to purchase the Option Site shall be set forth in a separate land sale agreement to be agreed upon by Fayetteville and Purchaser prior to closing and may include terms and conditions different from those contained in this Agreement including, but not limited to: an access easement to the Tree Preservation Area depicted as Lot 14B in Exhibit B; minimum square footage guarantees; restrictive covenants, and compensation to Fayetteville in the event the property is not retained for a certain period of time. The land sale agreement for the Option Site must be approved by the Fayetteville City Council.

The option to purchase shall expire twelve (12) months after the transfer of title to the Development Site from Fayetteville to Purchaser. Purchaser shall indicate its intent to exercise the option by submitting a written notice to Fayetteville prior to the expiration of the option, at which point the parties shall begin negotiating the land sale agreement for the Option Site with such terms and conditions as the parties may agree. Fayetteville will not sell the Option Site to a third party until the option has expired, as provided herein.

If Purchaser exercises its option to purchase the Option Site, it will be responsible for applying for and obtaining approval of the lot split.

3. Purchase Price

In consideration of the sale of the Development Site, Purchaser shall pay to Fayetteville at closing the gross purchase price of TWO HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$278,280.00) (the "Purchase Price").

4. Closing Date and Place

Closing shall occur within forty-five (45) days following the date this Agreement has been executed by both parties unless extended by mutual agreement of the parties in writing. The Closing shall occur at the offices of the title insurance company selected to issue the title insurance required by this Agreement.

The obligation of Purchaser to close pursuant to this Agreement shall be subject to the completion and/or fulfillment of the following conditions precedent to the satisfaction of Purchaser in its discretion: (a) the survey and legal description of the Development Site and all easements required by this Agreement; (b) the terms and conditions of all easements required by this Agreement; (c) the title insurance and all instruments identified in the title insurance including all liens, restrictions, easements, rights of way, and other encumbrances affecting the Development Site; (d) environmental assessments as referenced in this Agreement; (e) the form of the general warranty deed referenced in this Agreement; (f) any other conditions expressly referenced in this Agreement; (g) financing upon reasonable terms and conditions; and (h) all closing documents required by the title insurance company or otherwise. If Purchaser is dissatisfied with, not agreeable to, or is otherwise not provided by Fayetteville with one (1) or more of the items in this Section, Purchaser may terminate this Agreement upon providing written notice of termination.

5. Date of Possession

Possession of the Development Site shall be delivered to Purchaser on the Closing date free of any tenancies or other third party possessory rights.

6. Title Insurance

Fayetteville shall order a title commitment on the Development Site, as soon as practicable following the full execution of this Agreement, through a title insurance company selected by Fayetteville and acceptable to Purchaser. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing), Fayetteville shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, Purchaser may terminate this Agreement or may, at its election, take title subject to any such defects. The cost of the title insurance commitment and the cost of the owner's title insurance policy shall be borne by Fayetteville and Purchaser equally. The cost of any lender's title insurance policy and extended owner's title insurance coverage shall be borne by Purchaser. The title insurance policy shall be subject to the approval of Purchaser in its discretion. All easements, rights of way, and other encumbrances shall be subject to the approval of Purchaser in its discretion.

7. Deed and Other Documents

Prior to the closing of this Agreement, Purchaser shall obtain a survey at its sole cost containing a legal description of the Development Site. The survey shall also contain a legal description of the Conservation Area covering the pond in the southeast portion of the Development Site.

On the Closing date, Fayetteville shall convey marketable and insurable title to the Development Site by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement and approved by Purchaser, subject only to current real estate taxes, if any (to be apportioned between the parties) and existing easements approved by Purchaser. Purchaser and Fayetteville shall equally share the cost a reasonable closing fee imposed by the closing agent employed by parties. The expense of revenue stamps shall be equally divided between the parties. All recordings fees for the deed and other documents that need to be filed shall be equally divided between the parties. All other closing costs shall be equally divided between the parties.

Purchaser agrees to utilize the forested area in the northwest portion of the Development Site (the portion shown in red in Exhibit C) as its primary tree preservation area and shall coordinate with Fayetteville's Urban Forester during the development process to identify priority trees to be preserved and invasive species that may be removed by Purchaser.

Purchaser agrees, if the City has not already platted right of way and easements for the Industrial Drive extension prior to conveying the Development Site, to dedicate right of way and any necessary easements including, but not limited to, temporary construction, grading, and drainage easements, for the section of the Industrial Drive extension traversing the Development Site at no cost as shown and described in Exhibits D-1 and D-2, acknowledging that Fayetteville is utilizing its own property for a portion of the right of way and is also paying the full cost of constructing the street to provide access to the Development Site. Dedication of the right of way shall occur within thirty (30) days of closing. Fayetteville agrees to work with Purchaser's surveyor or engineer to ensure the accuracy of the required dedications.

Purchaser agrees to execute a conservation easement for the Conservation Area within thirty (30) days of closing. The easement shall be conveyed to the City or another entity acceptable to the City that has experience with land conservation. The City shall approve of the form and content of the conservation easement prior to its execution and recordation. High priority trees within the Conservation Area may also be used by Purchaser toward its tree preservation requirement during development.

8. Risk of Loss

Risk of loss as to the Development Site shall remain with Fayetteville until the Closing date.

9. Purchaser's Due Diligence

Purchaser may enter upon the Development Site to conduct any surveying, testing or inspection it deems necessary to ensure the Development Site will be appropriate for the construction and use for its facility. If Purchaser discovers any problems that would adversely

impact its development and use of the Development Site for its facility, Purchaser shall notify Fayetteville which is granted sixty (60) days to remediate any problem. Fayetteville may also terminate this Agreement without penalty rather than remediating any problem or issue discovered by Purchaser. Likewise, if Fayetteville does not remediate the problem to the satisfaction of Purchaser within the time allowed by this Agreement, Purchaser may terminate this Agreement without penalty or proceed under this Agreement to accept the property without resolution of the problem.

10. Compensation to Fayetteville if Development Site is Sold Within 10 Years

Purchaser is aware that the Development Site is being sold by Fayetteville at a discount of approximately \$2,000.00 per acre below its normal selling price. If any portion of the Development Site conveyed by this Agreement is sold by Purchaser within the first five (5) years of the date of closing, an independent appraisal of the value of the Development Site shall be performed to segregate the actual sales price between that allocable to the raw land as acquired by Purchaser, and that allocable to the improvements subsequently added by Purchaser. Purchaser shall pay 75% of the increase in appraised value of the raw land of the Development Site (with prorated sales cost deducted) to Fayetteville. Purchaser shall pay Fayetteville 40% of the increase in appraised value of the land (with prorated sales costs deducted) for any sales after five (5) years until ten (10) years from the closing date.

11. Notices

Notices required by this Agreement shall be in writing and shall be delivered to:

B-Unlimited, Inc.

ATTN: Ben Clark
2291 S. School Avenue
Fayetteville, Arkansas 72701

City of Fayetteville

ATTN: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701 72701-6083

12. Authority

Each of the parties represent and warrant that they are authorized to enter into this Agreement and that execution hereof will bind the entities to this Agreement.

13. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

14. Facsimile

For purposes of executing this Agreement, a facsimile signature shall be as effective as an actual signature.

15. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas.

16. Survival

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

17. No Waivers

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

18. Time of Essence

Time is of the essence in this Agreement.

19. Invalidity

If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

20. Complete Agreement

All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Purchaser at closing.

21. Environmental Assessment

Purchaser may perform such tests and studies as Purchaser may deem necessary or appropriate to determine the environmental condition of the Development Site, such tests and studies to include, without limitation, so-called "Phase I" environmental site assessments and such additional testing, including so-called "Phase II" environmental site assessments, as determined by Purchaser to be necessary in Purchaser's discretion. As a condition of closing pursuant to this Agreement, all tests, studies, assessments, audits and reports shall confirm the absence of any and all forms of environmental surface, subsurface, groundwater and/or other contamination and shall in all other respects acceptable to Purchaser. Fayetteville hereby represents and warrants to

Purchaser that, to the best of its knowledge, the Development Site is not contaminated with any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that the Development Site has never been used for a landfill, dump site, storage of hazardous substances, or by a manufacturer of any product or for any other industrial use.

Date: 2/24/2022

Date: _____

B-UNLIMITED, INC.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: 
Ben Clark

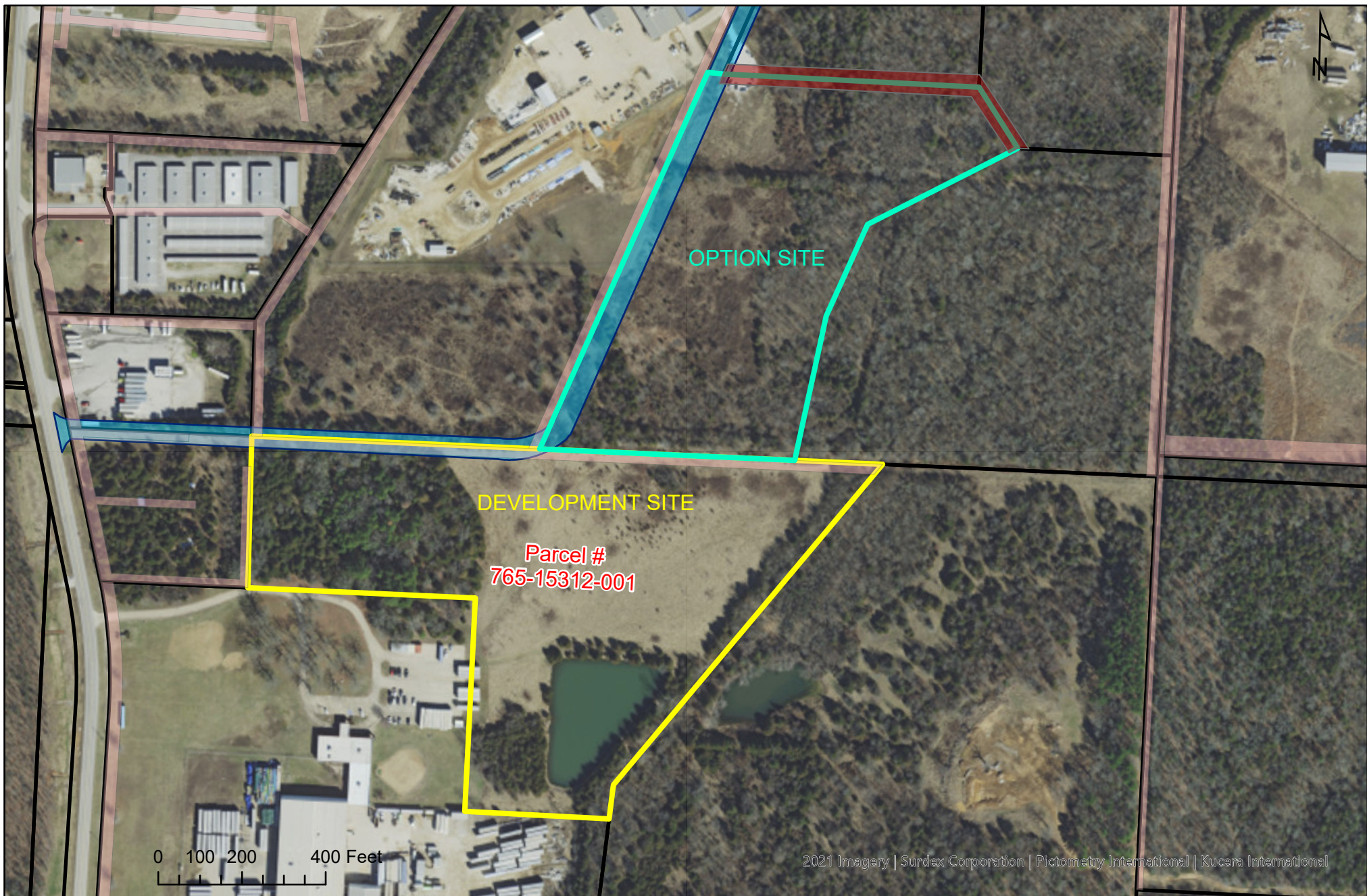
By: _____
Lioneld Jordan, Mayor

WITNESS:

ATTEST:

By: 
cameron clark, Agent

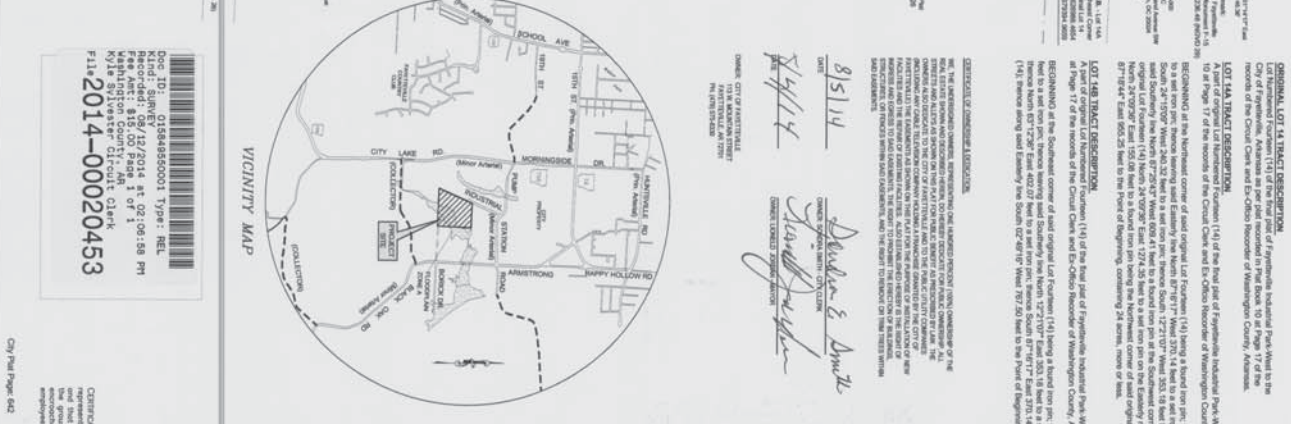
By: _____
Kara Paxton, City Clerk-Treasurer



- Development Site
- Option Site
- General Utility Easement
- Proposed Industrial Access Easement
- Future Industrial Drive Extension

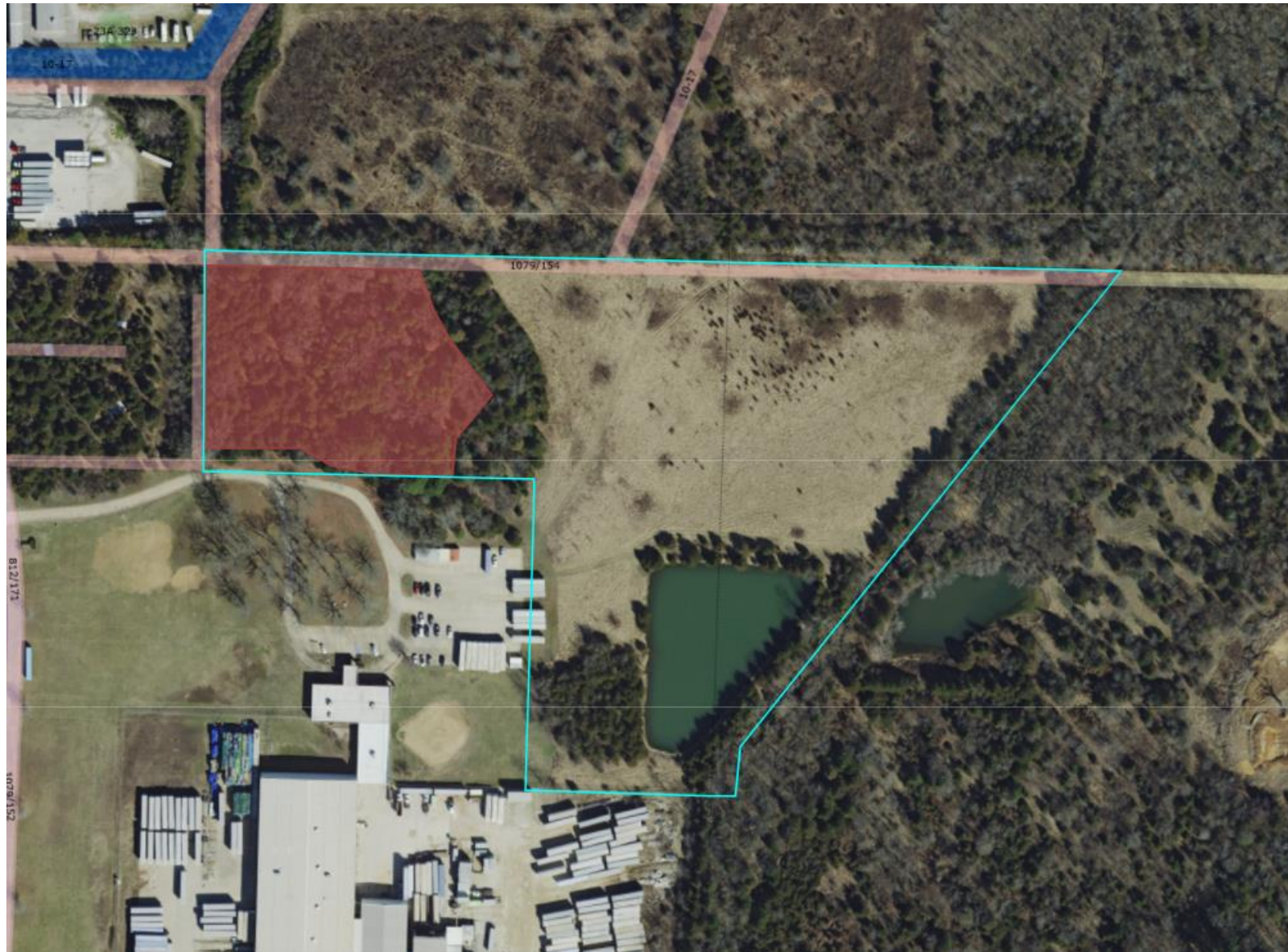
Exhibit A

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

[illegible]

PROJECT: FAYETTEVILLE INDUSTRIAL PARK WEST 1 of 1	CITY OF  ARKANSAS	ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE NO: (479) 575-8008 FAX NO: (479) 575-8022	REVISION: August 6, 2014	TITLE: LOT SPLIT LOT 14 FAYETTEVILLE INDUSTRIAL PARK WEST	SUBMITTED BY: Town of Fayetteville DESIGNED BY: TCE Inc. OAD Lot Split - Final.dwg	CHECKED BY: DVO/JAP/STS TOWN OF FAYETTEVILLE
	DATE: July 16, 2014					

Exhibit C



RED= Primary Tree Preservation Area of the Development Site.

ST. PAUL MULTI-USE TRAIL

100' ROW

INDUSTRIAL DRIVE
80' ROW

REPLAT OF LOT 14A
PLAT 2020-00046356

WD 2020-00045794
DUKE REAL
PROPERTIES, LLC

30' ACCESS & UTIL ESMT
PLAT 2020-00046356

EXISTING ESMT's NEAR NORTH END:
25' UTIL ESMT, PLAT 10-17
35' GAS ESMT, PLAT 10-17
50' ACCESS & UTIL ESMT, WD 2020-00045794, PLAT 2020-00046356
30' ACCESS & UTIL ESMT, WD 2020-00045794, PLAT 2020-00046356

FAYETTEVILLE INDUSTRIAL PARK WEST
PLAT 10-17

NOTE TCE NOT ACQUIRED
ACROSS CITY TRACT

Tract 03
765-16577-000
WD 1433-742
CITY of FAYETTEVILLE
(LOT 13)

Tract 03
765-16578-001
WD 2015-00035597
CITY of FAYETTEVILLE
(LOT14A2, being part of LOT14)
REPLAT OF LOT 14
PLAT 2014-00020453

EXISTING ESMT's ALONG EAST/WEST LINE:
25' UTILITY ESMT, PLAT 2004-00012961
25' UTILITY & CATV ESMT, 1079-154

DRAINAGE ESMT #1 (D.E.#1) POB
SEE DESCRIPTION FOR DIMENSIONS

S.W. Cor Lot13
R.O.W. POB
SEE DESCRIPTION FOR DIMENSIONS

EXISTING ESMT's NEAR SOUTH END:
25' UTIL ESMT, PLAT 10-17
35' GAS ESMT, PLAT 10-17
30' ACCESS & UTIL ESMT,
WD 2020-00045794, PLAT 2020-00046356

DRAINAGE ESMT #2 (D.E.#2) POB
SEE DESCRIPTION FOR DIMENSIONS

NW/4 SE/4 Sec27
T-16-N R-30-W





35' ARK. WESTERN GAS ESMT
1091-170

Tract 03
765-15312-001
WD 1422-307
CITY of FAYETTEVILLE
(part of SE/4 Sec.27)

NE/4 SE/4 Sec27
T-16-N R-30-W

25' UTILITY ESMT
PLAT 2004-00012961

LEGEND

-  PROPOSED RIGHT-OF-WAY (R.O.W.)
-  PROPOSED DRAINAGE EASEMENT (D.E.)
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE)
-  EXISTING PROPERTY LINE

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
LT	DCS
DATE:	REVISION:
JAN. 2022	-
SCALE:	PROJ. NUMBER:
1"=200'	21-2106
1/1	

EXHIBIT D-1

MAP

INDUSTRIAL DRIVE EXTENSION
CITY of FAYETTEVILLE, ARKANSAS
Tract 03
to CITY of FAYETTEVILLE, ARKANSAS

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

W:\2021\21-2106 - INDUSTRIAL DRIVE EXTENSION, FAYETTEVILLE\SURVEY\BOUNDARY\21-2106_BDY.DWG

**CITY OF FAYETTEVILLE
INDUSTRIAL DRIVE EXTENSION
NEW DESCRIPTIONS
TRACT 03**

(Washington County Parcels 765-16577-000, 765-16578-001, 765-15312-001)

NEW DESCRIPTIONS: (See Exhibit "D-1" Map)

RIGHT OF WAY (R.O.W.)

A RIGHT OF WAY (R.O.W.) ACROSS A PART OF LOT 13 OF THE FAYETTEVILLE INDUSTRIAL PARK - WEST AS DEPICTED ON A PLAT FILED IN WASHINGTON COUNTY, ARKANSAS PLAT BOOK 10, PAGE 17, THE SAID LOT 13 BEING DESCRIBED IN WASHINGTON COUNTY DOCUMENT 1433-742, AND ACROSS A PART OF LOT 14 OF THE SAID FAYETTEVILLE INDUSTRIAL PARK - WEST, THE SAID PART BEING DESCRIBED IN WASHINGTON COUNTY DOCUMENT 2015-00035597, AND ALSO ACROSS A PART OF THE SOUTHEAST QUARTER OF SECTION 27 OF TOWNSHIP 16 NORTH, RANGE 30 WEST IN WASHINGTON COUNTY, ARKANSAS, THE SAID PART BEING DESCRIBED IN WASHINGTON COUNTY DOCUMENT 1422-307, THE R.O.W. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SAID LOT 13; THENCE, ALONG THE WEST LINE OF LOT 13, N01°35'09"E 10.00 FEET TO THE NEW NORTH R.O.W. OF INDUSTRIAL DRIVE; THENCE LEAVING THE WEST LINE, ALONG THE NORTH AND WEST LINES OF THE SAID NEW R.O.W. OF INDUSTRIAL DRIVE FOR THE FOLLOWING COURSES: S87°26'54"E 606.84 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET AND ARC LENGTH OF 179.05 FEET, FOR A CHORD OF N58°21'22"E 168.61 FEET TO THE POINT OF TANGENCY (P.T.); THENCE LEAVING THE CURVE N24°09'39"E 1040.20 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET AND ARC LENGTH OF 61.40 FEET, FOR A CHORD OF N12°26'06"E 60.97 FEET TO THE P.T.; THENCE LEAVING THE CURVE N00°42'34"E 27.65 FEET TO THE EAST R.O.W. OF THE EXISTING INDUSTRIAL DRIVE; THENCE LEAVING THE NEW R.O.W., ALONG THE SAID EXISTING R.O.W. OF INDUSTRIAL DRIVE FOR THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE NORTHEAST, CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 60.00 FEET AND ARC LENGTH OF 32.13 FEET, FOR A CHORD OF N39°29'51"E 31.75 FEET TO THE P.T.; THENCE LEAVING THE CURVE N24°09'17"E 75.68 FEET TO THE NEW EAST R.O.W. LINE OF INDUSTRIAL DRIVE; THENCE LEAVING THE EXISTING R.O.W., ALONG THE EAST R.O.W. OF THE NEW INDUSTRIAL DRIVE, S00°42'34"W 87.97 FEET TO THE WEST LINE OF THE DUKE REAL PROPERTIES TRACT AS DESCRIBED IN WASHINGTON COUNTY DOCUMENT 2020-00045794; THENCE LEAVING THE NEW EAST R.O.W. LINE, ALONG THE WEST AND SOUTH LINES OF THE SAID DUKE

EXHIBIT D-2

REAL PROPERTIES TRACT FOR THE FOLLOWING TWO COURSES:
S24°09'39"W 271.72 FEET TO THE SOUTHWEST CORNER OF THE DUKE
TRACT; THENCE S87°02'58"E 32.18 FEET TO THE EAST R.O.W. OF THE NEW
INDUSTRIAL DRIVE; THENCE ALONG THE EAST AND SOUTH LINES OF THE
NEW INDUSTRIAL DRIVE FOR THE FOLLOWING COURSES:
S24°09'39"W 890.78 FEET; THENCE, ALONG A TANGENT CURVE TO THE
RIGHT WITH A RADIUS OF 200.00 FEET AND ARC LENGTH OF 238.73 FEET,
FOR A CHORD OF S58°21'22"W 224.81 FEET TO THE P.T.; THENCE LEAVING
THE CURVE N87°26'54"W 605.97 FEET TO THE WEST LINE OF THE TRACT
DESCRIBED IN THE SAID WASHINGTON COUNTY DOCUMENT 1422-307;
THENCE, LEAVING THE SOUTH LINE OF THE NEW R.O.W.,
N01°33'33"E 40.01 FEET TO THE R.O.W. POINT OF BEGINNING, ENCLOSING
92,907 SQUARE FEET, OR 2.133 ACRES.

DRAINAGE EASEMENT #1 (D.E.#1)

A DRAINAGE EASEMENT (D.E.#1) ACROSS A PART OF LOT 13 OF THE FAYETTEVILLE INDUSTRIAL PARK - WEST AS DEPICTED ON A PLAT FILED IN WASHINGTON COUNTY, ARKANSAS PLAT BOOK 10, PAGE 17, THE SAID LOT 13 BEING DESCRIBED IN WASHINGTON COUNTY DOCUMENT 1433-742, AND ACROSS A PART OF LOT 14 OF THE SAID FAYETTEVILLE INDUSTRIAL PARK - WEST, THE SAID PART BEING DESCRIBED IN WASHINGTON COUNTY DOCUMENT 2015-00035597, THE D.E.#1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID LOT 13; THENCE, ALONG THE WEST LINE OF LOT 13, N01°35'09"E 10.00 FEET TO THE NEW NORTH R.O.W. OF INDUSTRIAL DRIVE; THENCE LEAVING THE WEST LINE, ALONG THE NORTH LINES OF THE SAID NEW R.O.W. OF INDUSTRIAL DRIVE FOR THE FOLLOWING COURSES: S87°26'54"E 606.84 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET AND ARC LENGTH OF 101.43 FEET, FOR A CHORD OF N73°10'51"E 99.50 FEET TO THE D.E.#1 POINT OF BEGINNING; THENCE LEAVING THE CURVE AND THE R.O.W. OF INDUSTRIAL DRIVE N38°50'51"W 16.46 FEET; THENCE N51°09'09"E 20.00 FEET; THENCE S38°50'51"E 16.05 FEET TO THE NORTHERLY LINE OF THE NEW R.O.W. OF INDUSTRIAL DRIVE; THENCE ALONG THE NEW R.O.W., ALONG A NON-TANGENT CURVE TO THE SOUTHWEST, CONCAVE TO THE NORTHWEST, WITH RADIUS OF 150.00 FEET AND ARC LENGTH OF 20.02 FEET FOR A CHORD OF S49°59'12"W 20.00 FEET TO THE D.E.#1 POINT OF BEGINNING, ENCLOSING 330 SQUARE FEET, OR 0.008 ACRES.

End of Land Sale Agreement Exhibits

CERTIFICATE OF SIGN POSTING



I, Devin Howland, attest that the above sign was posted on 2/24/2022 on Parcel 765-15312-001.



(signature of person completing the sign posting)

City File No./Name: ADM 2022-000011

CERTIFICATE OF SIGN POSTING



I, Devin Howland, attest that the above sign was posted on 2/24/2022 adjacent to Industrial Drive. This second sign was placed at this location given the development site is currently landlocked.



(signature of person completing the sign posting)

City File No./Name: ADM 2022-000011

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the attached written notice was placed in the U.S. mail, first-class, postage prepaid this 25th day of February, 2022, and addressed as follows:

Name: Mark Murphy Henry (Parcel #: 765-15312-002)
Street: PO Box 4800
City, State, Zip: Fayetteville, AR 72702

Name: Fleetpark City Lake AR LLC (Parcel #: 765-16576-000)
Street: 200 Owen Parkway Cir
City, State, Zip: Carter Lake, IA 51510

Name: City of Fayetteville (Parcel #: 765-16577-000)
Street: 113 W Mountain St
City, State, Zip: Fayetteville, AR 72701

Name: City of Fayetteville (Parcel #: 765-16578-001)
Street: 113 W Mountain St
City, State, Zip: Fayetteville, AR 72701

Name: City of Fayetteville (Parcel #: 765-16578-000)
Street: 113 W Mountain St
City, State, Zip: Fayetteville, AR 72701

Name: Black Hills Energy AR Inc. Tax Dept (Parcel #: 765-15311-000)
Street: PO Box 20
City, State, Zip: Rapid City, SD 57709

Name: Farrell Hogeye Property Holding Co LLC (Parcel #: 765-15312-000)
Street: PO Box 1288
City, State, Zip: Fayetteville, AR 72702

Devin Howland, Dir, Economic Vitality
(Name of person completing the mailing)


(Signature of person completing the mailing)

City File No. /Name: ADM 2022-000011



February 23, 2022

Public Notice- Sale of Municipally Owned Real Property

Dear Property Owner:

Please be aware that the Fayetteville City Council will consider a resolution to sell 17.6 acres of municipally owned land (Parcel #: 765-15312-001) to B-Unlimited, Inc. for \$278,280.

In the winter of 2021, Fayetteville-based B-Unlimited, Inc. approached the City about purchasing 17.6 acres of city-owned land in the Fayetteville Commerce District, for reasons of expansion and relocation. The company, which is currently located on S. School Avenue, plans to build its new headquarters, manufacturing, and distribution facilities on the property.

The Mayor recommends selling the said property to B-Unlimited, Inc. to create additional jobs and bring economic vitality to the city.

This proposed sale will be considered by the City Council during its 5:30 p.m. meeting on Tuesday, March 15, 2022 in Room 219 of City Hall, located at 113 W. Mountain Street.

If you wish, you may attend the March 15, 2022 City Council meeting and make comments when the resolution is presented to the City Council for consideration. To learn more, please contact Chung Tan, Deputy Director of Economic Vitality at 479.575.8276 or ctan@fayetteville-ar.gov.

Yours truly,

A handwritten signature in blue ink, appearing to read "Chung Tan", is written over a light blue circular background.

Chung Tan
Deputy Director
Economic Vitality

From: [Tan, Chung](#)
To: ["Cathy Wiles"](#)
Cc: [Howland, Devin](#)
Subject: RE: Ad to go out this Sunday, Feb. 27
Date: Thursday, February 24, 2022 3:59:39 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

The ad is good to go to the printers.

Thanks,

Chung

From: Cathy Wiles <cwiles@nwaonline.com>
Sent: Thursday, February 24, 2022 3:58 PM
To: Tan, Chung <ctan@fayetteville-ar.gov>; 'Cathy Wiles' <legalads@nwadg.com>
Subject: RE: Ad to go out this Sunday, Feb. 27

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Has been scheduled to run on 2/27 copy below. Cost will be \$ 79.04

Please let me know if you have any corrections.

Thanks

Cathy

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on Tuesday, March 15, 2022 at 5:30 p.m., in Room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the March 15, 2022 Fayetteville City Council Meeting.

ADM-2022-000011 : SALE OF MUNICIPALLY OWNED REAL PROPERTY:

Submitted by CITY STAFF for property located in the Fayetteville Commerce District (Parcel # 765-15312-001). The Fayetteville City Council is considering the sale of 17.6 acres it owns (Parcel # 765-15312-001) to B-Unlimited, Inc. for the amount of \$278,280.00. The proposed use of the property is a screen printing and manufacturing business. The proposed sale will be considered by the City Council during its March 15, 2022 meeting at 113 W. Mountain Street, Room 219. Depending on the national, state, and local requirements, this meeting may be held virtually, with participation information found at <https://www.fayetteville-ar.gov/calendar.aspx> and/or in-person.

75523796 Feb. 27, 2022



Cathy Wiles

Classified & Legal | cwiles@nwaonline.com

479-571-6421 | [Twitter](#) [Facebook](#)

Northwest Arkansas Democrat-Gazette www.nwaonline.com

Our community. Our paper.

212 N. East Ave. Fayetteville, AR 72701

From: Tan, Chung [<mailto:ctan@fayetteville-ar.gov>]

Sent: Thursday, February 24, 2022 2:53 PM

To: 'Cathy Wiles'

Subject: Ad to go out this Sunday, Feb. 27

Cathy;

I have the go ahead to place this ad in the NWA Democrat Gazette for this Sunday, Feb. 27.

There are a few changes to the notice. Below is the accurate one to use.

Please e-mail me a draft for approval before actually going into print.

Also, please let me know how much so I may get approval to pay the newspaper.

Lastly, I will need an e-mail confirmation response from you stating that the ad is scheduled, followed by an affidavit when it's completed.

NOTICE OF PUBLIC HEARING

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Thanks,

Chung Tan, CEcD, EDFP

Deputy Director

Dept of Economic Vitality

113 W. Mountain Street

City of Fayetteville, AR 72701

T 479.575.8276

[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



End of Public Notification Documentation



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 51-22

File Number: 2022-0089

EXPRESS THE INTENT TO SELL APPROXIMATELY 30.06 ACRES COMMERCE DISTRICT:

A RESOLUTION TO EXPRESS THE INTENT OF THE CITY COUNCIL TO SELL APPROXIMATELY 30.06 ACRES OF CITY PROPERTY LOCATED IN THE COMMERCE DISTRICT

WHEREAS, the City of Fayetteville owns Parcel # 765-15312-001, which contains approximately 17.46 acres, and Parcel # 765-16578-001, which contains approximately 19 acres, in the Commerce District; and

WHEREAS, the City has received an offer from B-Unlimited to purchase the 17.46 acre parcel and a request for an option to purchase approximately 12.6 acres of the 19 acre parcel within 12 months of closing on the 17.46 acres; and

WHEREAS, staff has reviewed the proposal and recommends that the City Council authorize the sale of this property as it is not needed for municipal purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to sell approximately 17.46 acres of property located in the Commerce District, Parcel 765-15312-001, as shown in the map attached to this Resolution as Exhibit A, and further authorizes the Mayor to offer this property for sale.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to sell

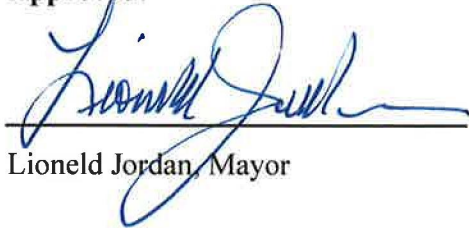
Resolution: 51-22

File Number: 2022-0089

approximately 12.6 acres of the 19 acre Parcel # 765-16578-001, as shown in the map attached to this Resolution as Exhibit A, and further authorizes the Mayor to offer this property for sale.

PASSED and APPROVED on 2/15/2022

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2022-0089

Agenda Date: 2/15/2022

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C.7

EXPRESS THE INTENT TO SELL APPROXIMATELY 30.06 ACRES COMMERCE DISTRICT:

A RESOLUTION TO EXPRESS THE INTENT OF THE CITY COUNCIL TO SELL
APPROXIMATELY 30.06 ACRES OF CITY PROPERTY LOCATED IN THE COMMERCE DISTRICT

WHEREAS, the City of Fayetteville owns Parcel # 765-15312-001, which contains approximately 17.46 acres, and Parcel # 765-16578-001, which contains approximately 19 acres, in the Commerce District; and

WHEREAS, the City has received an offer from B-Unlimited to purchase the 17.46 acre parcel and a request for an option to purchase approximately 12.6 acres of the 19 acre parcel within 12 months of closing on the 17.46 acres; and

WHEREAS, staff has reviewed the proposal and recommends that the City Council authorize the sale of this property as it is not needed for municipal purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to sell approximately 17.46 acres of property located in the Commerce District, Parcel 765-15312-001, as shown in the map attached to this Resolution as Exhibit A, and further authorizes the Mayor to offer this property for sale.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to sell approximately 12.6 acres of the 19 acre Parcel # 765-16578-001, as shown in the map attached to this Resolution as Exhibit A, and further authorizes the Mayor to offer this property for sale.

City of Fayetteville Staff Review Form

2022-0089

Legistar File ID

2/15/2022

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

Devin Howland

1/26/2022

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff is recommending approval of a resolution expressing the City Council's intent to sell 17.46 acres (Parcel # 765-15312-001) of City-owned Commerce District land for \$278,280 with an option to purchase approximately 12.6 acres of Parcel # 765-16578-001 for \$18,000 an acre within twelve months of closing on Parcel # 765-15312-001.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	\$ -
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF FEBRUARY 15, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Devin Howland, Director of Economic Vitality

DATE: January 26, 2022

SUBJECT: A Resolution expressing the City Council of the City of Fayetteville's intent to sell 30.06 acres of City owned land in the Commerce District

RECOMMENDATION:

Staff is recommending approval of a resolution expressing the City Council's intent to sell 17.46 acres (Parcel # 765-15312-001) of City-owned Commerce District land for \$278,280 with an option to purchase approximately 12.6 acres of Parcel # 765-16578-001 for \$18,000 an acre within twelve months of closing on Parcel # 765-15312-001.

BACKGROUND:

In the Winter of 2021, the Department of Economic Vitality began working with B-Unlimited to explore a range of expansion options to meet the company's need for additional space. Following an assessment of onsite expansion options and a City-wide site search for another location, parcel # 765-15312-001 was identified and an offer letter to purchase the property was received on January 13, 2022 from Cameron Clark, who is representing B-Unlimited.

BACKGROUND OF B-UNLIMITED:

A beloved local business, B-Unlimited was founded in 1994 as a screen-printing company right here in Fayetteville. Acquired by Ben Clark in 2006, the company has experienced significant growth over the past decade- launching a fully water-based print shop in 2013. Since this time the company has grown from one Sorority client here in Fayetteville to serving 250 college campuses across the nation today. In 2020, B-Unlimited merged JCG Apparel and expanded to six retail locations throughout the SEC (South Eastern Conference).

From 2016-2019 B-Unlimited was named to the "Inc. 5000" list of the fastest growing private companies in the United States, and their growth continues to this day. Currently, B-Unlimited employs over 250 team members, with nearly 180 jobs located in the City of Fayetteville (30 of which are full time artists, making them one of the largest private employers of full-time artists in the City).

DISCUSSION:

Economic Vitality Benefits and Metrics:

The project is the relocation, expansion, and retention of B-Unlimited's national headquarters. B-Unlimited has called the City of Fayetteville home since it was formed in 1994. As the company continues to grow, this site provides them with the surety that as their needs continue to expand- they have room to do so within the City.

- Employment: Retention of 180 jobs at an average of \$20 per hour (annual payroll of nearly \$7.5M). Creation of 50 jobs within the next three years that would bring annual payroll to a little more than \$9.5M;
- Capital Investment: Phase 1 investment of the new HQ of \$5.5M;
- Retaining the HQ of a significant employer within the creative economy who has consistently been named one of the fastest growing companies in the United States.

Development Site Offer and Option Site:

The offer letter received by the City includes a purchase price for the 17.46-acre tract (Parcel # 765-15312-001) is \$278,280 (\$15,938 per usable acre/\$18,000 per acre with the exclusion of the pond which will not be developed).

The offer letter also includes an option to purchase up to an additional 12.6 acres of parcel #765-16578-001 for \$18,000 per acre within 12-months of closing on the development site, under a separate agreement. Initial conversations between B-Unlimited and the Department of Economic Vitality include utilization of the option site to recruit mutually beneficial businesses to the property, such as the development of 10,000-15,000 sq. ft. manufacturing spaces that can be utilized by other small businesses and entrepreneurs. These details will be discussed in a separate agreement per the Chief of Staff's response letter.

Zoning and Location:

The City-owned property is currently zoned I-2 Industrial. The site is bordered by Black Hills Energy Arkansas Inc. to the east, Hog Box to the south, a privately held parcel to the west, and City-owned Commerce District land to the north. The site includes a roughly 2-acre pond area, which the company will retain as an amenity on the proposed campus should Mayor Jordan be authorized by the Fayetteville City Council to sign a Land Sale Agreement with the company.

Access and Future Industrial Drive Construction:

Discussed further in the Chief of Staff's response to letter of intent (Attachment 3 of this packet) the site does not have access and will not until the Industrial Drive Extension is complete.

Initial Land Sale Agreement Conditions:

1. Buyer will obtain a survey of the property at their sole expense;
2. Development Site shall be located immediately to the south of the proposed fifty-foot Right-of-Way as outlined in Exhibit B of the Chief of Staff's response;

3. Buyer must agree to dedicate right-of-way per City of Fayetteville Unified Development Code and Master Street Plan standards at the time of large-scale development;
4. Buyer shall pay compensation to the City of Fayetteville if the Development Site is sold within ten years, given the discount of \$2,000 per usable acre;
5. Other conditions will be included in the Land Sale Agreement;
6. All Land Sale Agreements are subject to final approval by the Fayetteville City Council.

Should this resolution be adopted by the Fayetteville City Council, City staff would begin the land sale notification process per section 34.27 "Sale of Municipally Owned Real Property" of the City's code. A separate Resolution authorizing Mayor Jordan to sign a Land Sale Agreement will be brought forward at a later date for review and consideration by the Fayetteville City Council.

BUDGET/STAFF IMPACT:

\$278,280 in revenue to the City fund that owns parcel 765-15312-001 and \$226,800 in revenue to the City fund that owns parcel 765-16578-001.

Attachments:

Site Location Map

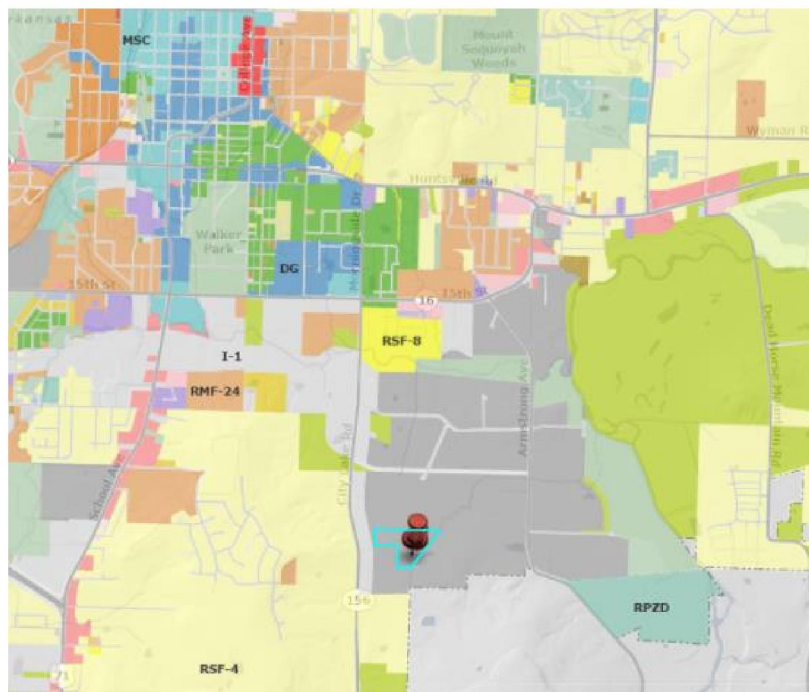
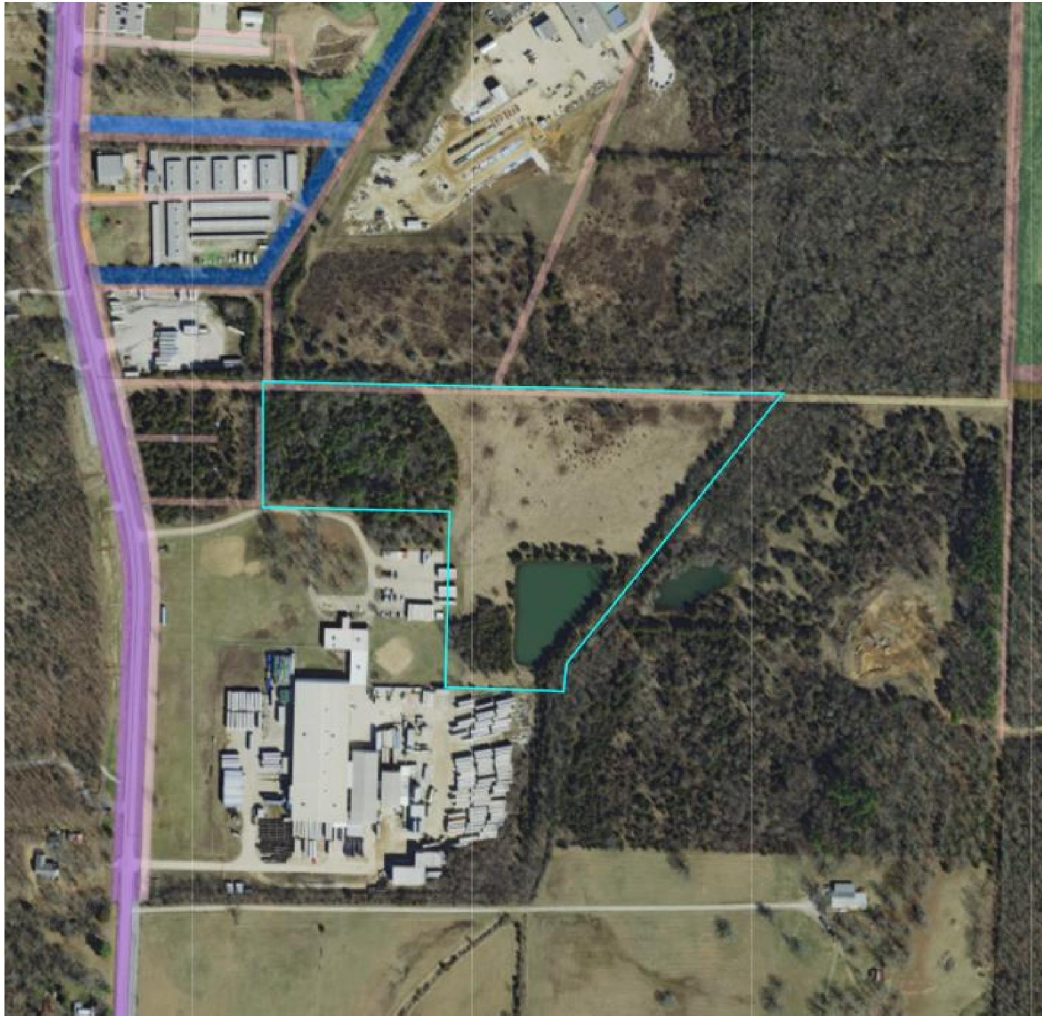
Offer Letter from Cameron Clark on Behalf of B-Unlimited

City Response Letter from Susan Norton, Chief of Staff with Exhibits

Letter of Support from the Fayetteville Chamber of Commerce

Urban Forestry Report on Option Site

Attachment A: Site Location Map for Parcel # 765-15312-001





B - U N L I M I T E D

B-UNLIMITED

2291 S SCHOOL AVE.
FAYETTEVILLE, AR
72701

January 13, 2022

Mayor Lioneld Jordan
113 West Mountain St.
Fayetteville, AR 72701

Dear Mayor Jordan,

As the B-Unlimited representative, I am pleased to submit this Letter of Intent to purchase a piece of City owned property in the Fayetteville Commerce District for the expansion and retention of the B-Unlimited, Inc. headquarters for office, manufacturing, and distribution.

The property under consideration is 30.06 acres of land in the Commerce District. Buyer to close on the southern parcel (APN# 765-15312-001) totaling 17.46 acres by March 2022, at a purchase price of \$278,280. Upon closing, Buyer will have a 12-month option period to purchase the northern 12.6 acres (part of APN# 765-16578-001) at a purchase price of \$18,000 per acre. The buyer entity will be an Arkansas Limited Liability Company to be named. A survey will be required at the Buyer's expense. The average price is \$18,000 per usable acre (\$278,280 total).

Supporting data on the company, preliminary job creation estimates, and planned development has been shared with the staff at the City of Fayetteville.

We look forward to executing a formal purchase agreement under the supervision of the City Attorney, a 15-day cash close upon contract execution.

Special thanks to Ms. Chung Tan and Mr. Devin Howland from the City of Fayetteville.

Respectfully submitted this 13 day of January 2022.

Cameron Clark
Agent
Bennett Commercial Real Estate
cameron@bennettcre.com
479-387-4014



B-UNLIMITED



B-UNLIMITED



B-UNLIMITED



BUNLIMITED



BUNLIMITED

W W W . B - U N L I M I T E D . C O M

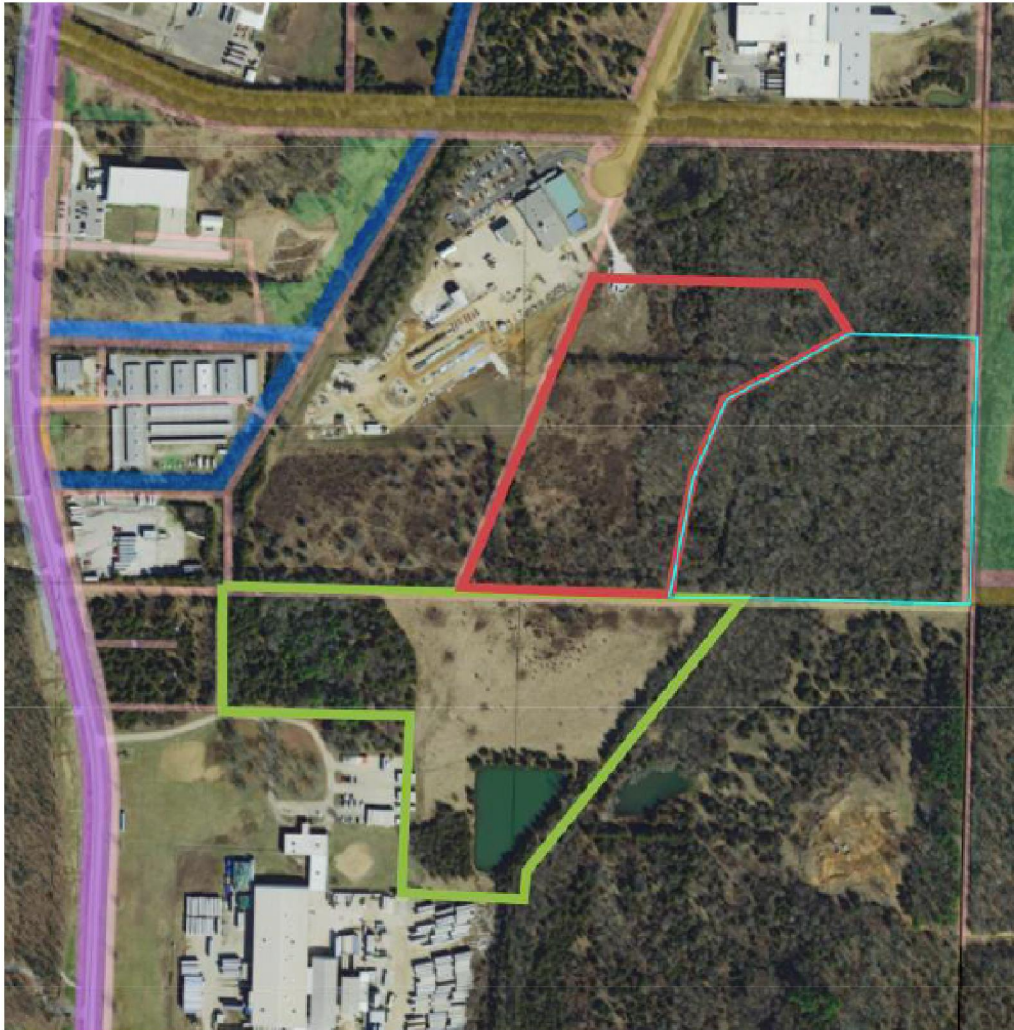


B - U N L I M I T E D

B-UNLIMITED

2291 S SCHOOL AVE.
FAYETTEVILLE, AR
72701

Exhibit A



B-UNLIMITED



B-UNLIMITED



B-UNLIMITED



BUNLIMITED



BUNLIMITED

W W W . B - U N L I M I T E D . C O M



OFFICE OF THE MAYOR

January 24, 2022

Cameron Clark
Bennett Commercial Real Estate
3608 Southern Hills Blvd (Suite 4)
Rogers, AR 72758

Dear Mr. Clark,

Thank you for your letter of intent on behalf of B-Unlimited expressing its interest in purchasing approximately 17.46 acres of City-owned land in the Fayetteville Commerce District (Parcel # 765-15312-001) (the "Development Site") with the option to purchase an additional approximately 12.6 acres of City-owned land (Parcel # 765-16578-001) (the "Option Site") within 12 months of closing on the Development Site. The general location and size of the Development Site and Option Site are shown on the map attached as Exhibit A.

Land Sale

This City-owned land is reserved for economic development opportunities and the purchase price of \$15,938 per acre (\$18,000 per usable acre) represents a reduction for that purpose. As such, the City will require the buyer complete a survey at its expense. We are interested in proceeding by presenting a Resolution of Intent to the Fayetteville City Council on February 15, 2022. Section 34.27 of the Fayetteville City Code, Sale of Municipally Owned Real Property, requires the City Council to first pass a Resolution of Intent before a land sale agreement can be considered in order to satisfy the City's land sale notification requirement.

Access and Future Industrial Drive Construction

The site currently does not have access and will not until the Industrial Drive road extension project is complete (Exhibit B). The City intends to obtain and dedicate 50 feet of public right-of-way as shown in Exhibit A (Tract 03 to CITY OF FAYETTEVILLE, ARKANSAS). As such, the Development Site's northern boundary will abut this new section of right-of-way. The City anticipates that the Industrial Drive extension will be completed by Q2 2023; however, this is not guaranteed. Until the Industrial Drive extension is completed, the City understands that you will continue to access the Development Site through adjacent privately owned land.

Development Site, City Council Process, and Land Sale Agreement Conditions

Should the City Council pass a Resolution of Intent expressing their interest in selling the parcel, a 15-day public notice period must be completed before a Resolution to authorize Mayor Jordan



OFFICE OF THE MAYOR

to sign a Land Sale Agreement can be considered by the Fayetteville City Council. The Land Sale Agreement will reflect the following conditions:

1. The Development Site shall be located immediately to the south of the proposed fifty-foot Right-of-Way as outlined in Exhibit B and B-Unlimited must agree to dedicate right of way per City of Fayetteville Unified Development Code and Master Street Plan standards at the time of large scale development;
2. B-Unlimited shall be required to obtain a survey of the Development Site within thirty days of the execution of the Land Sale Agreement;
3. B-Unlimited shall pay compensation to the City of Fayetteville if the Development Site is sold within ten years, given the discount of \$2,000 per usable acre;
4. Other conditions will be included in the Land Sale Agreement.

All Land Sale Agreements are subject to final approval by the Fayetteville City Council.

Lastly, since this land is reserved for economic development purposes, the Department of Economic Vitality would like to present the following information to the Fayetteville City Council during the February 15, 2022 City Council meeting, which were derived from Cameron Clark's email on January 13, 2022.

1. Capital investment for phase one;
2. Jobs retained, average salary, and total payroll;
3. B-Unlimited's intent to recruit mutually beneficial businesses to the Development Site and Option Site.

Will you consent to City Staff using these figures in their legislative memo and presentation during the City Council meetings in which these items will be considered?

Should the Fayetteville City Council approve the Resolution of Intent on February 15, 2022, the earliest the Land Sale Agreement could be considered is the March 15, 2022 City Council meeting.

Option Site

You have also expressed an interest in a 12-month option to purchase approximately 12.6 acres of City-owned land (Parcel #765-16578-001) as outlined in Exhibit A, for \$18,000 per acre. The option to purchase will be discussed further in the Land Sale Agreement; however, while the Administration will support the firm price of \$18,000 per acre, the sale of the Option Site will



OFFICE OF THE MAYOR

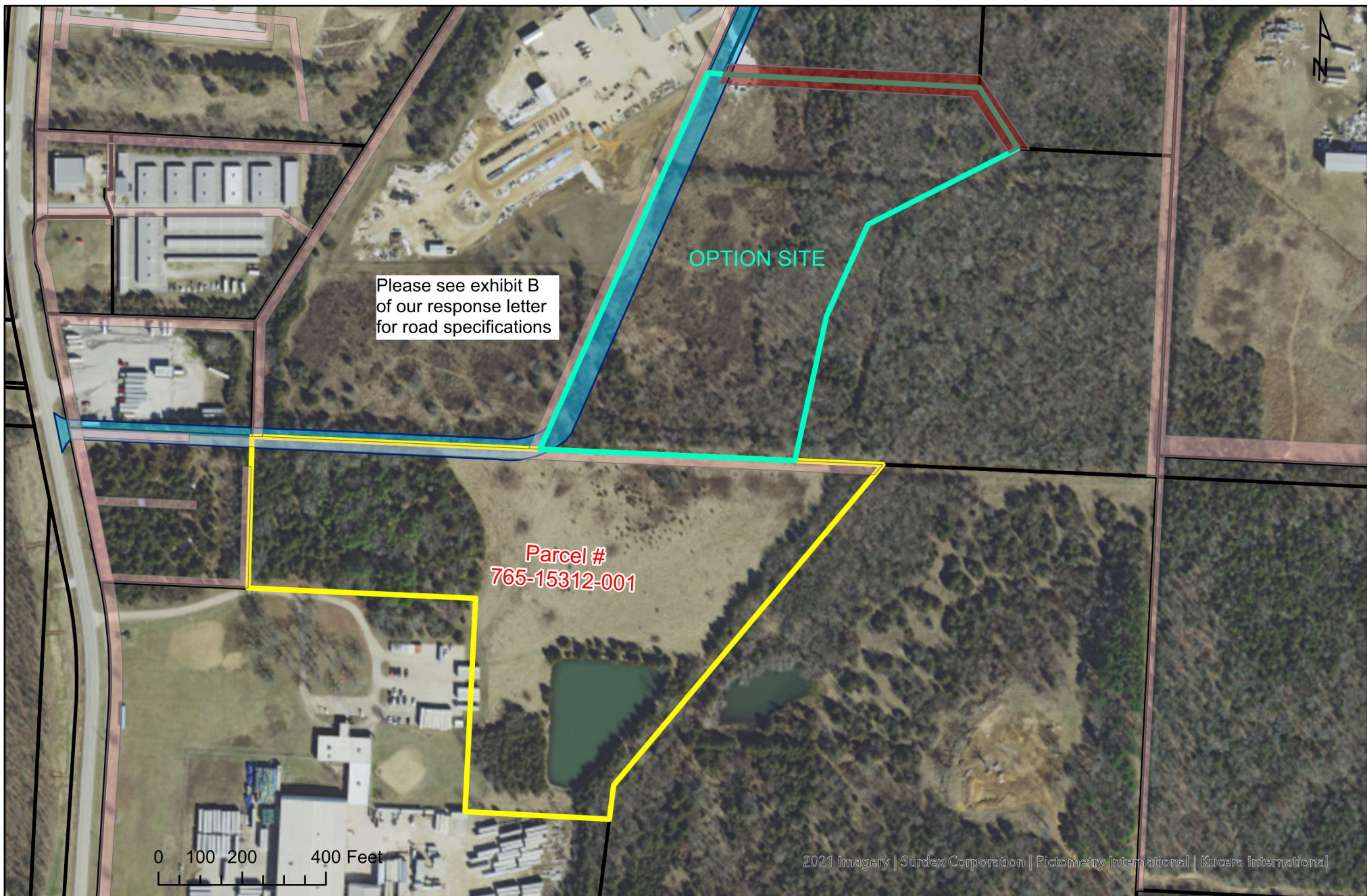
require a separate agreement negotiated between the City and B-Unlimited and the City will reserve the right to place additional terms and conditions on the sale of the Option Site.

Regards,

Susan Norton

Susan Norton
Chief of Staff
City of Fayetteville, Arkansas

CC: Devin Howland, Director of Economic Vitality
Chung Tan, Deputy Director of Economic Vitality
Blake Pennington, Assistant City Attorney



- Development Site
- Option Site
- General Utility Easement
- Proposed Industrial Access Easement
- Future Industrial Drive Extension

Exhibit A

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

EXHIBIT B

FAYETTEVILLE INDUSTRIAL PARK - WEST
 PLAT 10-17

Tract 01
 765-16576-000
 WD 2020-00043458
 FLEETPARK CITY LAKE AR LLC
 (LOT 12)

25' UTIL ESMT
 per PLAT 10-17

0 30 60
 SCALE 1" = 60'

N11° 37' 58"W-0.49'
 N78° 23' 44"E-13.64'
 R=200.00', D=49.41'
 CH=N85°28'25"E, CD=49.29'

S01° 35' 09"W-10.00'
 S02° 33' 06"W-18.70'
 S87° 26' 54"E-20.00'
 N02° 33' 06"E-18.70'
 N87° 26' 54"W-20.00'

16' R.O.W. TCE SUBJECT TO
 EXISTING BUILDING NEAR WEST END

S87° 26' 54"E-375.47'
 N87° 26' 01"W-437.66'

20' UTILITY ESMT
 per PLAT 2006-00036229

INDUSTRIAL DRIVE 50' R.O.W.

CITY LAKE ROAD
 R.O.W. VARIES

LEGEND

- PROPOSED RIGHT-OF-WAY (R.O.W.)
- PROPOSED DRAINAGE EASEMENT (D.E.)
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE)
- EXISTING PROPERTY LINE

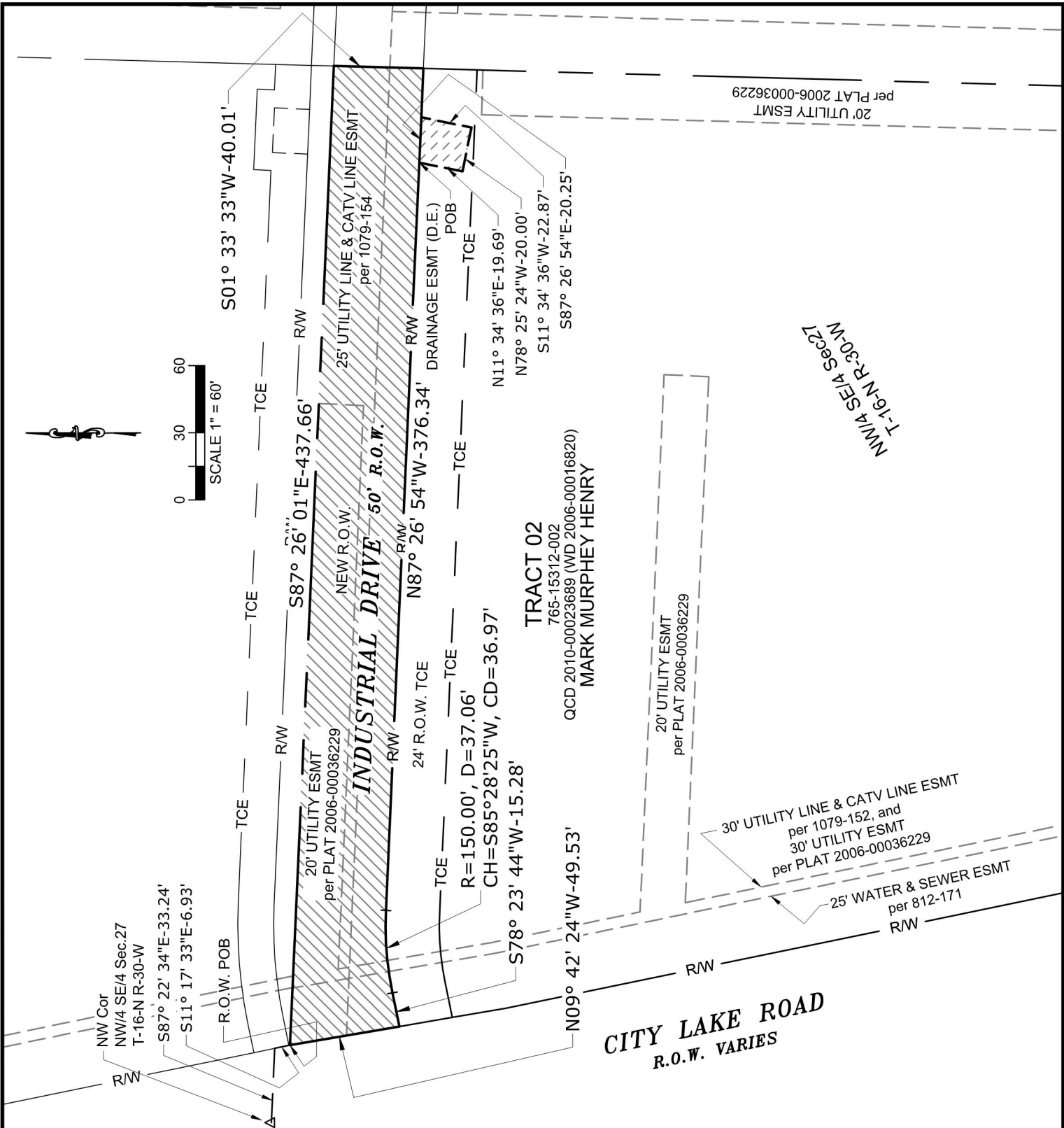
BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
LT	DCS
DATE:	REVISION:
JAN. 2022	-
SCALE:	PROJ. NUMBER:
1"=60'	21-2106

EXHIBIT "A"
 MAP

INDUSTRIAL DRIVE EXTENSION
 CITY of FAYETTEVILLE, ARKANSAS
 Tract 01
 FLEETPARK CITY LAKE AR LLC

MCE McCLELLAND
 CONSULTING
 ENGINEERS, INC.
 1580 E. STEARNS ST.
 FAYETTEVILLE, AR 72703
 (479) 443-2377
 HTTP://WWW.MCE.US.COM



PROJ. MANAGER:	DRAWN BY:
LT	DCS
DATE:	REVISION:
DEC. 2021	-
SCALE:	PROJ. NUMBER:
1"=60'	21-2106

EXHIBIT "A"
MAP

INDUSTRIAL DRIVE EXTENSION
CITY of FAYETTEVILLE, ARKANSAS
Tract 02
MARK MURPHEY HENRY

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

ST. PAUL MULTI-USE TRAIL

100' ROW

INDUSTRIAL DRIVE
80' ROW

REPLAT OF LOT 14A
PLAT 2020-00046356

WD 2020-00045794
DUKE REAL
PROPERTIES, LLC

30' ACCESS & UTIL ESMT
PLAT 2020-00046356

NOTE TCE NOT ACQUIRED
ACROSS CITY TRACT

Tract 03
765-16577-000
WD 1433-742
CITY of FAYETTEVILLE
(LOT 13)

Tract 03
765-16578-001
WD 2015-00035597
CITY of FAYETTEVILLE
(LOT14A2, being part of LOT14)
REPLAT OF LOT 14
PLAT 2014-00020453

EXISTING ESMT's ALONG EAST/WEST LINE:
25' UTILITY ESMT, PLAT 2004-00012961
25' UTILITY & CATV ESMT, 1079-154

DRAINAGE ESMT #1 (D.E.#1) POB
SEE DESCRIPTION FOR DIMENSIONS

S.W. Cor Lot13
R.O.W. POB
SEE DESCRIPTION FOR DIMENSIONS

EXISTING ESMT's NEAR SOUTH END:
25' UTIL ESMT, PLAT 10-17
35' GAS ESMT, PLAT 10-17
30' ACCESS & UTIL ESMT,
WD 2020-00045794, PLAT 2020-00046356

DRAINAGE ESMT #2 (D.E.#2) POB
SEE DESCRIPTION FOR DIMENSIONS

NW/4 SE/4 Sec27
T-16-N R-30-W

35' ARK. WESTERN GAS ESMT
1091-170

Tract 03
765-15312-001
WD 1422-307
CITY of FAYETTEVILLE
(part of SE/4 Sec.27)

NE/4 SE/4 Sec27
T-16-N R-30-W

25' UTILITY ESMT
PLAT 2004-00012961

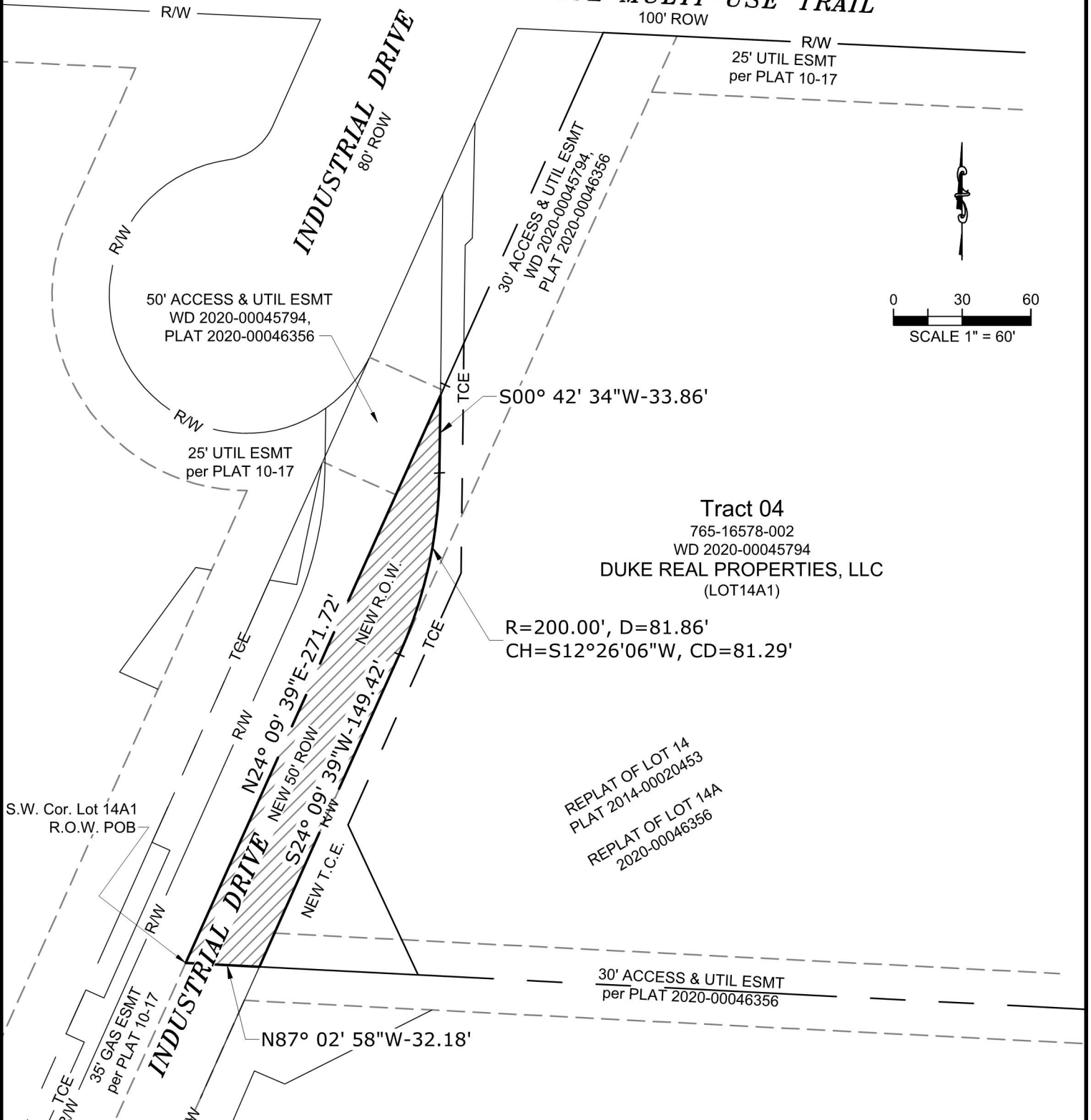
LEGEND

- PROPOSED RIGHT-OF-WAY (R.O.W.)
- PROPOSED DRAINAGE EASEMENT (D.E.)
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE)
- EXISTING PROPERTY LINE

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: LT	DRAWN BY: DCS	EXHIBIT "A" MAP	INDUSTRIAL DRIVE EXTENSION CITY of FAYETTEVILLE, ARKANSAS Tract 03 to CITY of FAYETTEVILLE, ARKANSAS	 McCLELLAND CONSULTING ENGINEERS, INC. 1580 E. STEARNS ST. FAYETTEVILLE, AR 72703 (479) 443-2377 HTTP://WWW.MCE.US.COM
DATE: JAN. 2022	REVISION: -			
SCALE: 1"=200'	PROJ. NUMBER: 21-2106			
1/1				

ST. PAUL MULTI-USE TRAIL



LEGEND

- PROPOSED RIGHT-OF-WAY (R.O.W.)
- PROPOSED DRAINAGE EASEMENT (D.E.)
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE)
- EXISTING PROPERTY LINE

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
LT	DCS
DATE:	REVISION:
DEC. 2021	-
SCALE:	PROJ. NUMBER:
1"=60'	21-2106
1/1	

EXHIBIT "A"
MAP

INDUSTRIAL DRIVE EXTENSION
CITY OF FAYETTEVILLE, ARKANSAS
Tract 04
DUKE REAL PROPERTIES, LLC

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

CHAMBER

FAYETTEVILLE

January 26, 2022

Mayor Lioneld Jordan
Fayetteville City Council
113 W. Mountain St.
Fayetteville, AR 72701

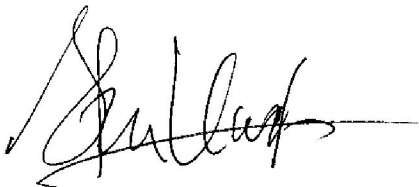
Dear Mayor Jordan and City Council,

The Fayetteville Chamber of Commerce is always seeking to help projects that support our mission of advocating for a strong business climate on behalf of our membership. The Fayetteville Chamber is writing to support the expansion B-Unlimited, believing it will foster a larger workforce and positive economic impact. The Chamber supports this initiative believing that given B-Unlimited's track record of excellence and growth, they will continue to support the City of Fayetteville's economic development goals.

B-Unlimited has built a strong reputation of successful management and we believe their experience speaks to their ability to facilitate a seamless and quality transition and provide affordable services that are in high-demand.

The Fayetteville Chamber of Commerce has full faith and confidence in supporting B-Unlimited's proposed expansion into the Commerce District. We are excited at the prospect of supporting a premier expansion and our region looks forward to seeing the amazing impacts it will bring.

Respectfully Yours,



President/CEO
Fayetteville Chamber of Commerce





TO: Mayor Lioneld Jordan
Devlin Howland, Director of Economic Vitality

THRU: Alison Jumper- Director of Parks and Recreation
Ted Jack- Parks Planning Superintendent

FROM: John J. Scott - Urban Forester

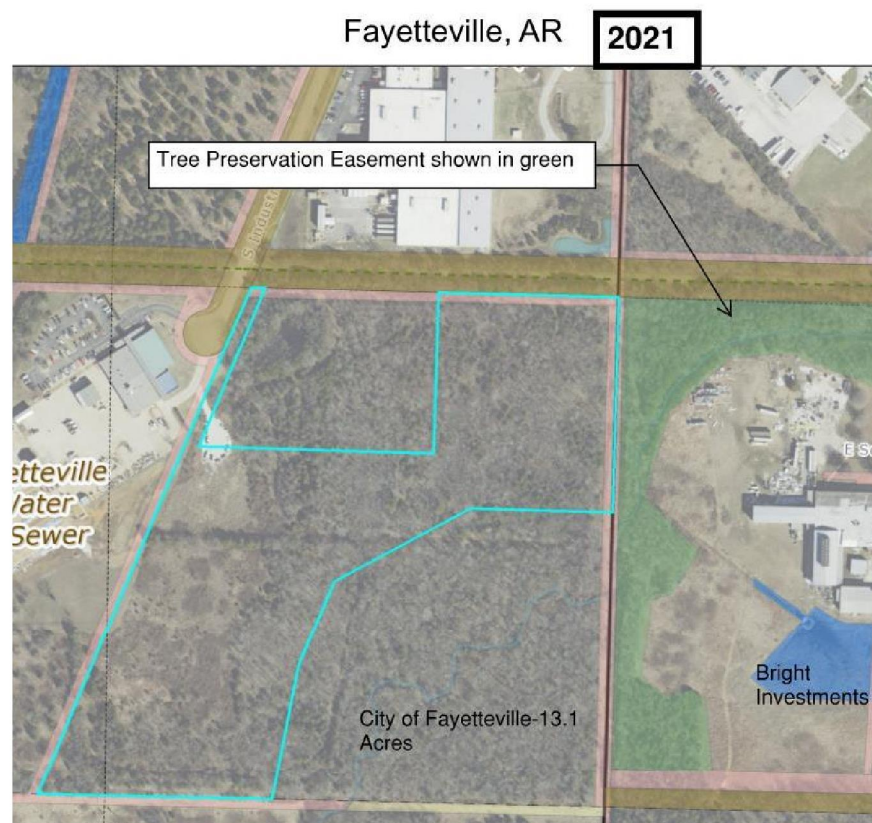
DATE: January 14, 2022

SUBJECT: Forestry Assessment, Parcel -765-16578-001- 19 Acres

Devlin Howland asked for a report on the green area (Forest Assessment) for parcel 765-16578-0001.

BACKGROUND:

Urban Forestry Staff reviewed the parcel's history and found that as recent as 2000, the majority of the 19-acre parcel was a maintained agriculture field.



Parcel aerial imagery in 2021

The adjacent undeveloped property to the north is similar and contains a drainage pond. The Fayetteville Sewer and Water offices lie directly to the west. The City of Fayetteville owns the adjacent 13.1 acre property to the east and south. The forest on the 13.1 acres is a much older forest. The property adjacent to the northeast is owned by Bright Technologies and is placed in a tree preservation easement, shown in green.

SITE VISIT:

Staff utilized the utility clearing that runs along the parcel's east, north, and south sides to access the site. Evidence of typical animals was found and seen during the site visit. Deer, coyote, raccoon, and other mammals are typically found in areas like this, and evidence of all three and many more was seen during the site visit. A few typical bird species such as crows, blue jays, and red tail hawks were observed during the site visit.

FOREST:

The parcels forest is 21 years old, which in terms of forestry is not very old. The oldest trees on the site are along the remnant fence row and scattered on the south border of the parcel. These two areas contained significant trees on this site. The rest of the parcel consisted of smaller 8-inch to 12-inch DBH (Diameter at Breast Height, industry-standard tree measurement) trees about 20-30 feet tall.

The trees that have grown since 2000 are pioneer species of trees. Pioneer species are hardy species that are the first to colonize barren environments. Typical pioneer tree species are black locusts, honey locusts, Bradford pears, sweetgum, black cherry, and eastern red cedars. Invasive species such as bush honeysuckle, privet, and Bradford pears are also dominant pioneer species found on site.

The significant trees along the fence row consisted of hackberry, bois d'arc, black gum, and cedar trees.

This young forest benefits our environment in the forms of carbon sequestration, animal habitat, collecting air pollutants, stormwater mitigation, and other typical forest benefits.

SOILS:

The parcel is also located on hydric soils, which means the soil is saturated, flooded, or ponding occurs. The West Fork of the White River is .78 miles to the east of the parcel. Town Branch is .45 miles north of the parcel. A drainage channel runs along the east side of the parcel and drains into the West Fork of the White River.

CONCLUSION:

The 19-acre parcel has a few significant trees worth preserving along the remnant fence row that runs through the middle of the property and a few along the southern property line. Overall, the forest is low quality because it is a very young forest dominated by pioneer species and invasive species understory.

ATTACHMENTS:

Maps showing the history of the property.

Fayetteville, AR

1994



1/13/2022, 2:26:24 PM

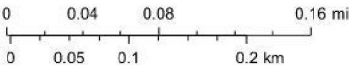
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Right-of-Way

- AHTD
- Farmington
- Fayetteville
- Goshen
- Greenland
- Johnson

- Private
- RR
- Springdale
- University of Arkansas
- Washington County
- General Utility Easement
- Access Easement

- Avigation Easement
- Drainage Easement
- Conservation Easement
- Landscape Easement
- Sidewalk Easement
- Trail Easement
- Tree Preservation Easement



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Fayetteville, AR

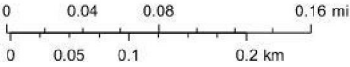
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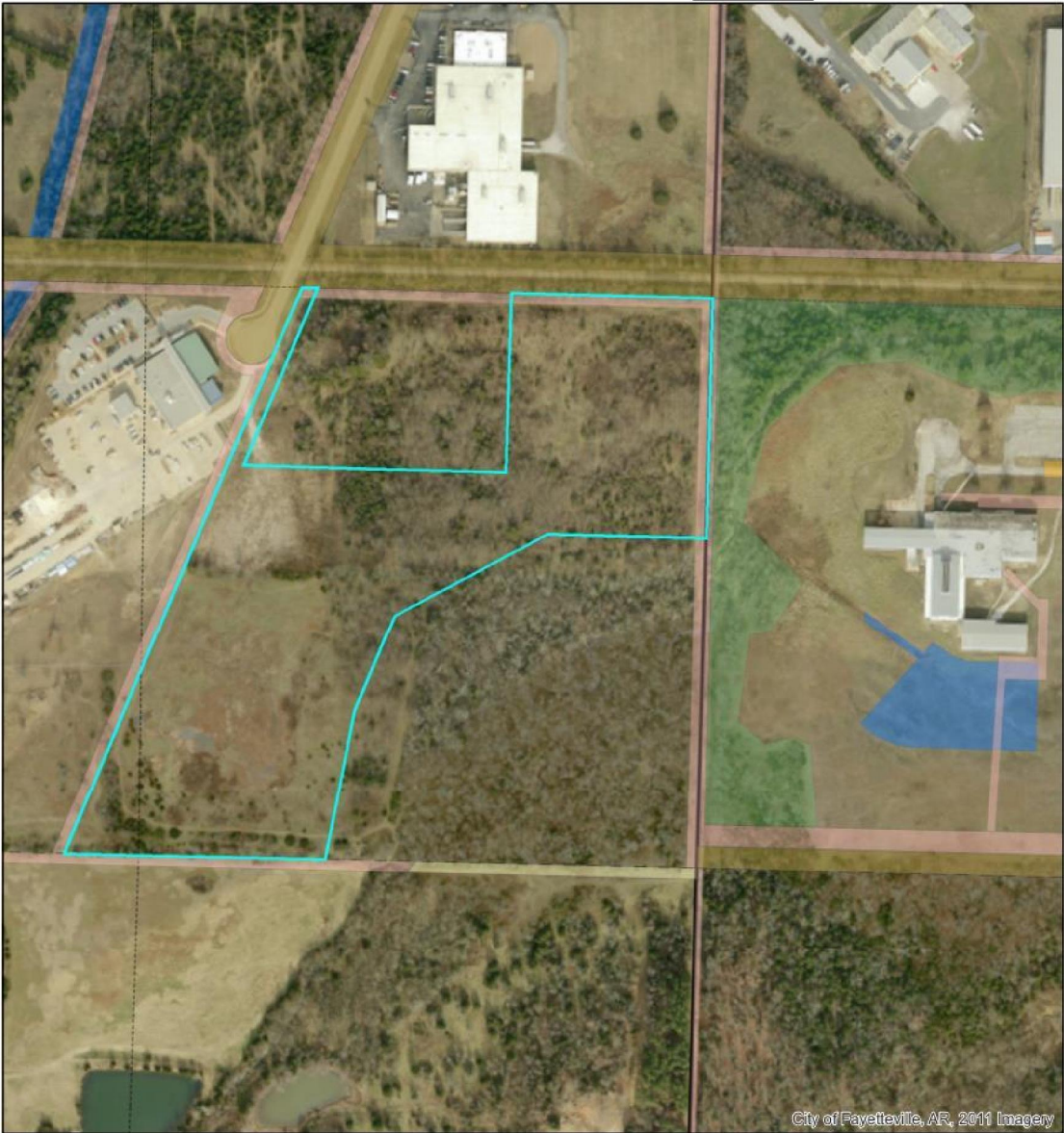
Right-of-Way		Private	Avigation Easement
AHTD		RR	Drainage Easement
Farmington		Springdale	Conservation Easement
Fayetteville		University of Arkansas	Landscape Easement
Goshen		Washington County	Sidewalk Easement
Greenland		General Utility Easement	Trail Easement
Johnson		Access Easement	Tree Preservation Easement



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Fayetteville, AR

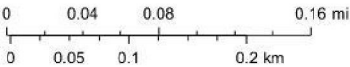
2011



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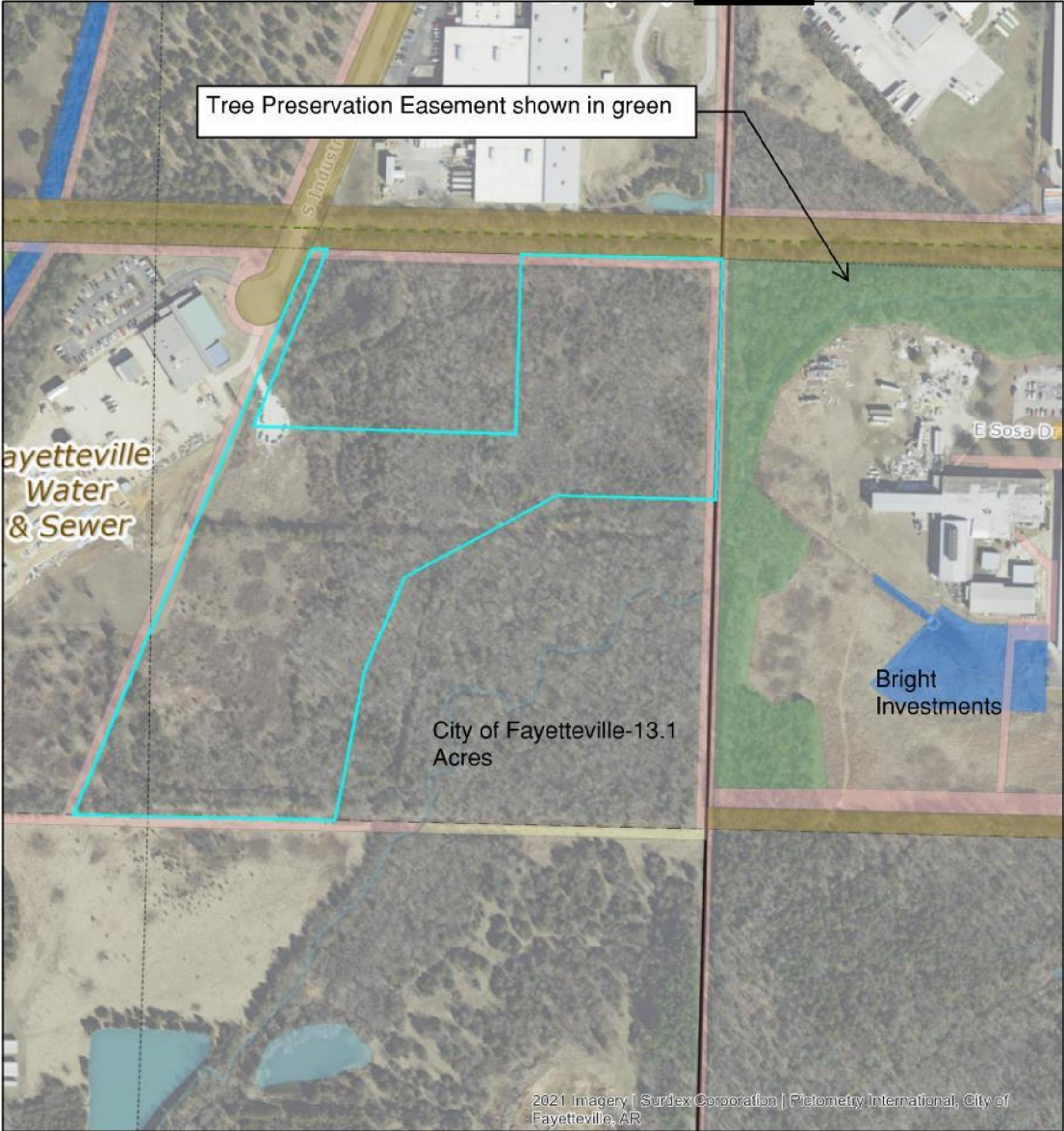
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Right-of-Way		Private		Avigation Easement
AHTD		RR		Drainage Easement
Farmington		Springdale		Conservation Easement
Fayetteville		University of Arkansas		Landscape Easement
Goshen		Washington County		Sidewalk Easement
Greenland		General Utility Easement		Trail Easement
Johnson		Access Easement		Tree Preservation Easement



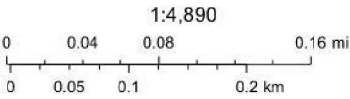
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Fayetteville, AR 2021



1/13/2022, 2:21:16 PM

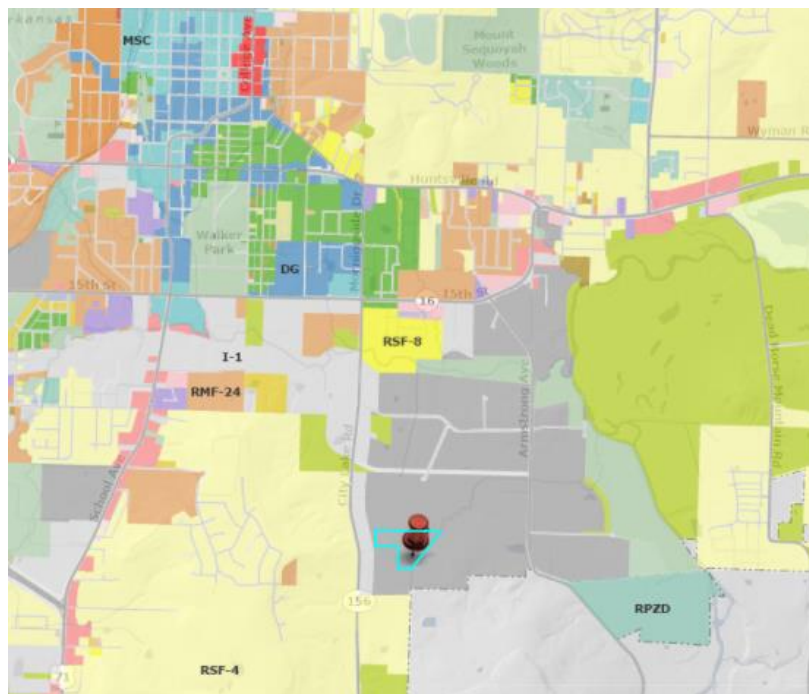
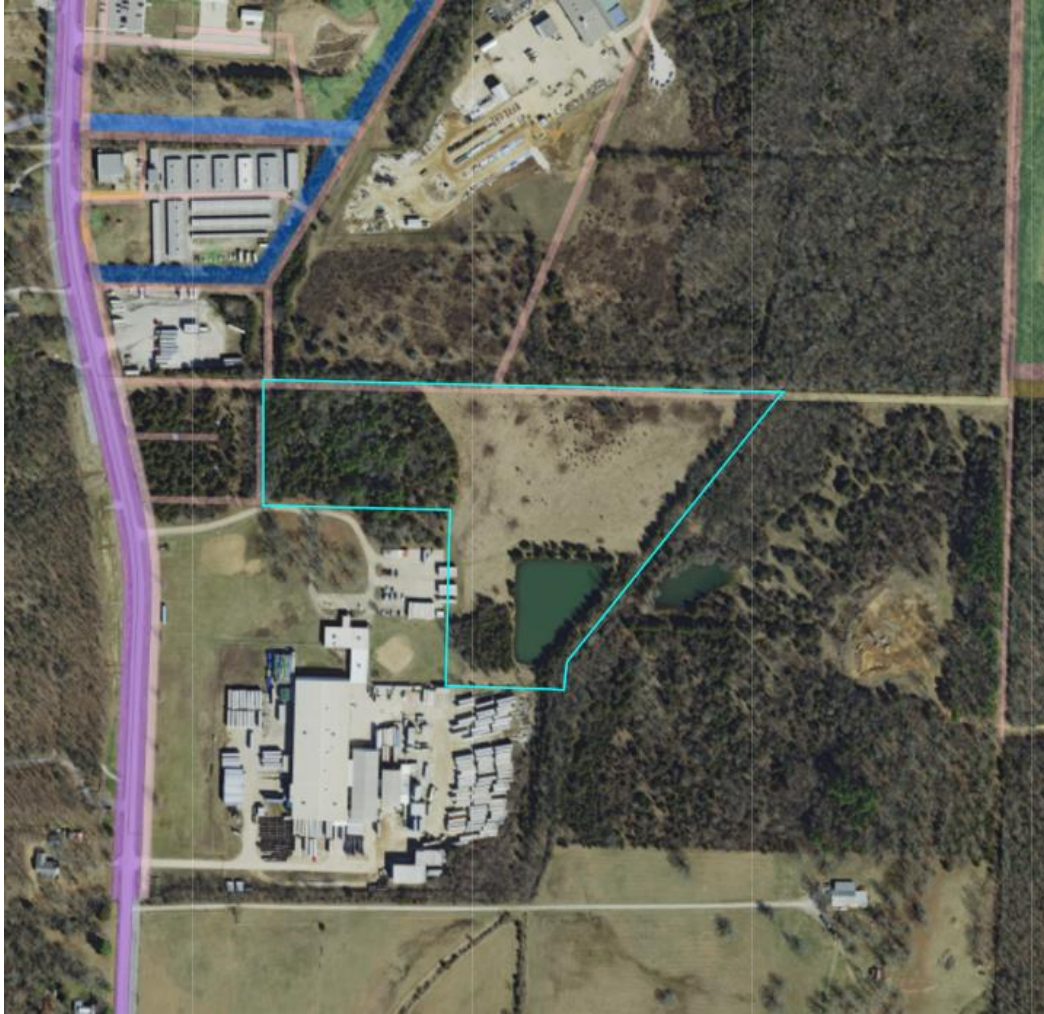
Right-of-Way		Private	Avigation Easement
AHTD		RR	Drainage Easement
Farmington		Springdale	Conservation Easement
Fayetteville		University of Arkansas	Landscape Easement
Goshen		Washington County	Sidewalk Easement
Greenland		General Utility Easement	Trail Easement
Johnson		Access Easement	Tree Preservation Easement

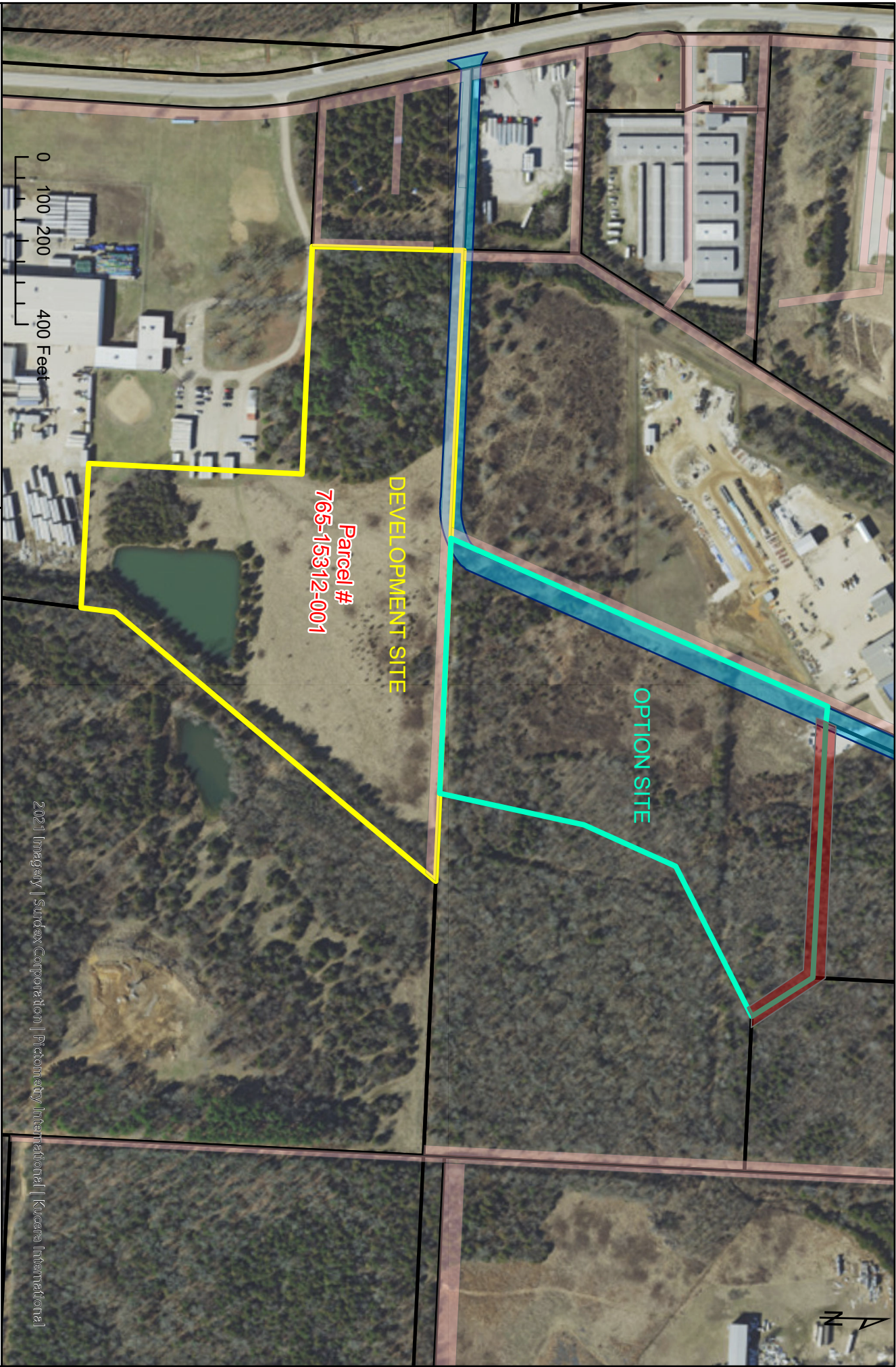


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End of Resolution 51-22

Attachment A: Site Location Map for Parcel # 765-15312-001





Development Site

Option Site

General Utility Easement

Proposed Industrial Access Easement

Future Industrial Drive Extension

Exhibit A

2021 Imagery | Survey Corporation | Pictometry International | Kucaera International

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Folder: G:\GIS2\Projects\2022\Commerce District Land Sale Negotiation\

1/24/2022

End of Site Location Maps



TO: Mayor Lioneld Jordan
City Council
Devin Howland, Director of Economic Vitality

THRU: Alison Jumper- Director of Parks and Recreation
Ted Jack- Parks Planning Superintendent

FROM: John J. Scott - Urban Forester

DATE: February 22, 2022

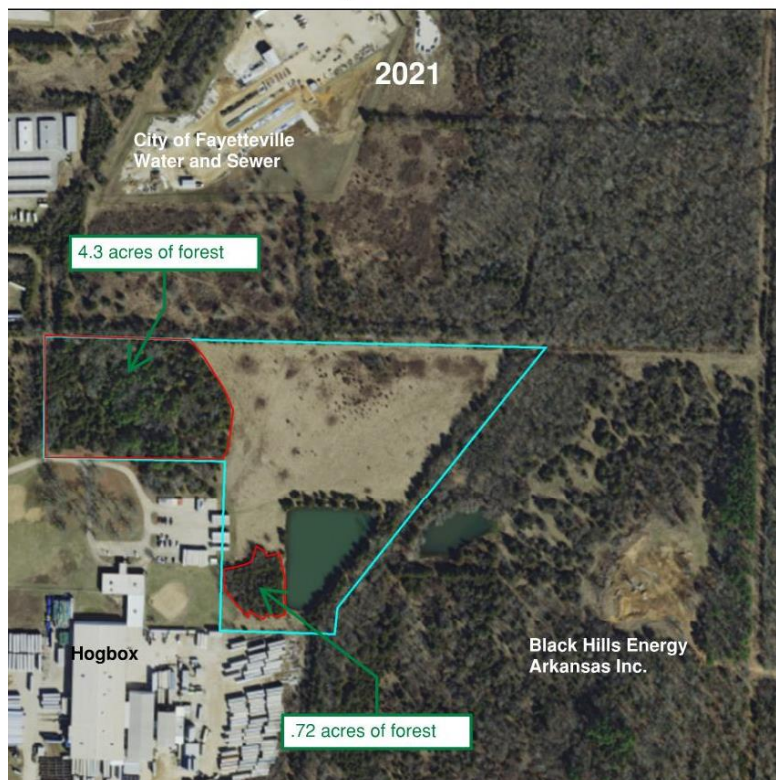
SUBJECT: Forestry Assessment, Parcel -765-15312-001- 17 Acres

BACKGROUND:

Devin Howland asked for a Forest Assessment report for parcel **765-15312-001**.

Urban Forestry Staff has reviewed the parcel's history and found that as recently as 2003, the majority of the 17-acre parcel was maintained as an agricultural field. Aerial imagery shows the .72 acres of forest in the south as agriculture until around the year 2000. However, aerial images show parts of the 4.3 acres of forest in the northwest portion of the property as forests in 1965.

Fayetteville, AR



Hogbox is to the south and west of the property and; the City of Fayetteville owns the property to the north. The 3.3 acres to the northwest of the property is owned by Mark Henry, and Black Hills Energy Arkansas Inc owns the parcel to the east.

SITE VISIT:

Staff utilized the open field and a small road running along the north side of the parcel to access the site. Evidence of typical animals was found and seen during the site visit. Deer, coyote, raccoon, and other mammals are typically found in areas like this, and evidence of all three and many more was seen during the site visit. A few typical bird species such as crows, blue jays, and red tail hawks were observed during the site visit.

FOREST:

The parcels have two pockets of forests; a small .72 acre forest located on the south portion of the parcel and directly west of the pond. The other forest is 4.3 acres and is located on the northwest part of the site.

Small Forest- Aerial imagery shows the small .72 acres forest is around 21 years old, which in terms of forestry, is not very old. The trees consist of smaller 8-inch to 12-inch DBH (Diameter at Breast Height, industry-standard tree measurement) trees about 20-30 feet tall. Cedar is the dominant pioneer species of tree in this small forest. Pioneer species are hardy species that are the first to colonize barren environments.

Large Forest- The 4.3 acre larger forest contains a mixture of significant trees, stands of pines, and pioneer species. Aerial imagery shows parts of this forest as young and other portions much older.

Fayetteville, AR



The significant trees on site are large mature oaks, with the largest having an approximate 45" DBH and several others approaching 40" DBH, which is significant. The oaks are scattered through the middle of the site. Significant large species of trees are considered anything over 18" inch DBH.

A stand of mature shortleaf pine (*Pinus echinata*) trees is located in the south portion of the site. These pines are 24" DBH, or larger, and shortleaf pines are the only native pine to northwest Arkansas. Shortleaf pines are better suited to our region; however, they have significantly declined across most of their native range. The decline in species is due to other pines growing faster and being more valuable in the timber industry and loss of forested lands to development. This stand of pines is significant and uncommon.

The 4.3-acre forest contains several pockets of invasive species, cedar trees of various sizes, and small loblolly pines.

Both forests benefit our environment in carbon sequestration, animal habitat, collecting air pollutants, stormwater mitigation, and other typical forest benefits.

CONCLUSION:

The 4.3 acres of forest on the northwest corner contains several significant trees and a unique stand of shortleaf pine trees; both are considered high preservation priorities. The smaller .72 acres on the southern portion are considered a low preservation priority.

The tree preservation requirements for I-1 zoning are 15% of the site, which is 2.57 acres of the 17.1 acres parcel. The 4.3 acres can serve as the preservation requirements for the site. On 02-22-2022, urban forestry staff conducted a site visit with Cameron Clark of Bennett Commercial Real Estate to show the potential for the 4.3 acres to preserve while still creating the necessary infrastructure for a future business. Staff also showed Cameron the potential of the forest as a natural park-like amenity to the owner and employees.

ATTACHMENTS:

Maps showing the history of the property.

Current

2003

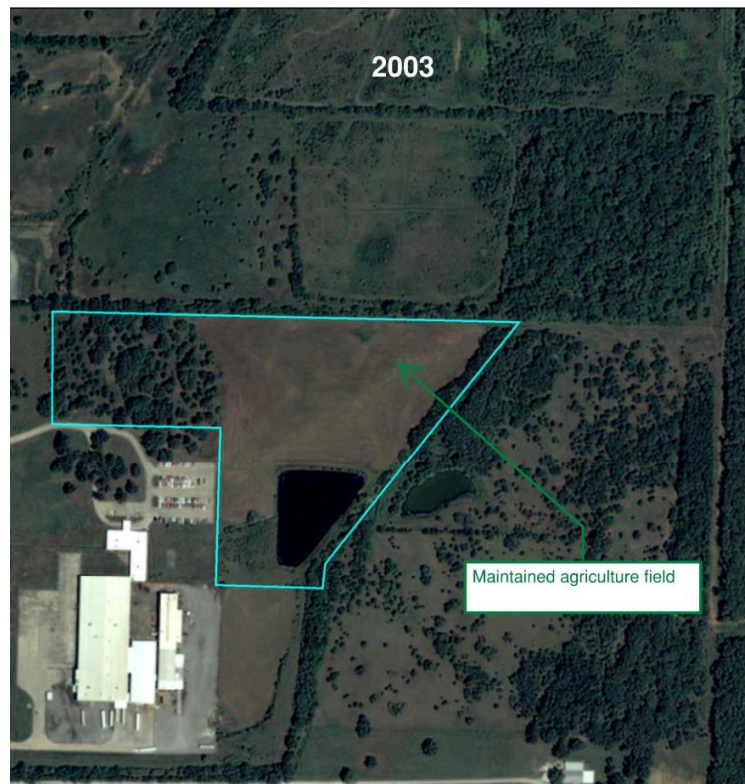
1980

1965

Fayetteville, AR



Fayetteville, AR



Fayetteville, AR



Fayetteville, AR





TO: Mayor Lioneld Jordan
Devlin Howland, Director of Economic Vitality

THRU: Alison Jumper- Director of Parks and Recreation
Ted Jack- Parks Planning Superintendent

FROM: John J. Scott - Urban Forester

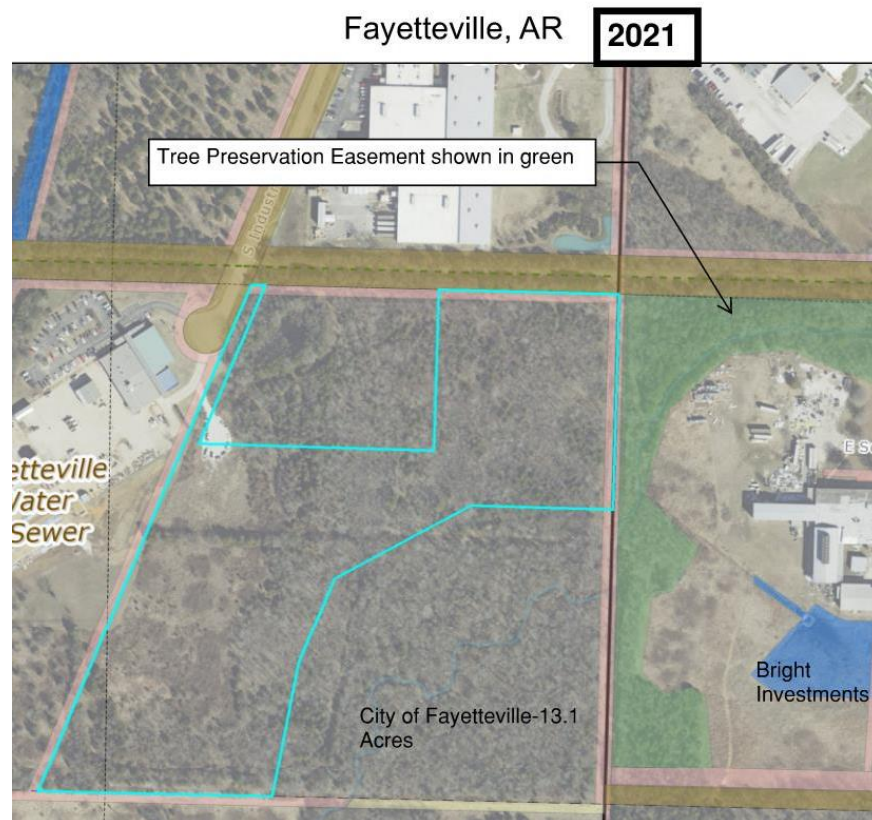
DATE: January 14, 2022

SUBJECT: Forestry Assessment, Parcel -765-16578-001- 19 Acres

Devlin Howland asked for a report on the green area (Forest Assessment) for parcel 765-16578-0001.

BACKGROUND:

Urban Forestry Staff reviewed the parcel's history and found that as recent as 2000, the majority of the 19-acre parcel was a maintained agriculture field.



Parcel aerial imagery in 2021

The adjacent undeveloped property to the north is similar and contains a drainage pond. The Fayetteville Sewer and Water offices lie directly to the west. The City of Fayetteville owns the adjacent 13.1 acre property to the east and south. The forest on the 13.1 acres is a much older forest. The property adjacent to the northeast is owned by Bright Technologies and is placed in a tree preservation easement, shown in green.

SITE VISIT:

Staff utilized the utility clearing that runs along the parcel's east, north, and south sides to access the site. Evidence of typical animals was found and seen during the site visit. Deer, coyote, raccoon, and other mammals are typically found in areas like this, and evidence of all three and many more was seen during the site visit. A few typical bird species such as crows, blue jays, and red tail hawks were observed during the site visit.

FOREST:

The parcels forest is 21 years old, which in terms of forestry is not very old. The oldest trees on the site are along the remnant fence row and scattered on the south border of the parcel. These two areas contained significant trees on this site. The rest of the parcel consisted of smaller 8-inch to 12-inch DBH (Diameter at Breast Height, industry-standard tree measurement) trees about 20-30 feet tall.

The trees that have grown since 2000 are pioneer species of trees. Pioneer species are hardy species that are the first to colonize barren environments. Typical pioneer tree species are black locusts, honey locusts, Bradford pears, sweetgum, black cherry, and eastern red cedars. Invasive species such as bush honeysuckle, privet, and Bradford pears are also dominant pioneer species found on site.

The significant trees along the fence row consisted of hackberry, bois d'arc, black gum, and cedar trees.

This young forest benefits our environment in the forms of carbon sequestration, animal habitat, collecting air pollutants, stormwater mitigation, and other typical forest benefits.

SOILS:

The parcel is also located on hydric soils, which means the soil is saturated, flooded, or ponding occurs. The West Fork of the White River is .78 miles to the east of the parcel. Town Branch is .45 miles north of the parcel. A drainage channel runs along the east side of the parcel and drains into the West Fork of the White River.

CONCLUSION:

The 19-acre parcel has a few significant trees worth preserving along the remnant fence row that runs through the middle of the property and a few along the southern property line. Overall, the forest is low quality because it is a very young forest dominated by pioneer species and invasive species understory.

ATTACHMENTS:

Maps showing the history of the property.

Fayetteville, AR

1994



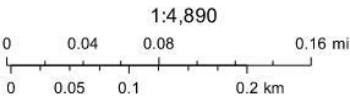
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Right-of-Way

- AHTD
- Farmington
- Fayetteville
- Goshen
- Greenland
- Johnson

- Private
- RR
- Springdale
- University of Arkansas
- Washington County
- General Utility Easement
- Access Easement

- Avigation Easement
- Drainage Easement
- Conservation Easement
- Landscape Easement
- Sidewalk Easement
- Trail Easement
- Tree Preservation Easement



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Fayetteville, AR

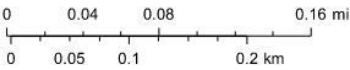
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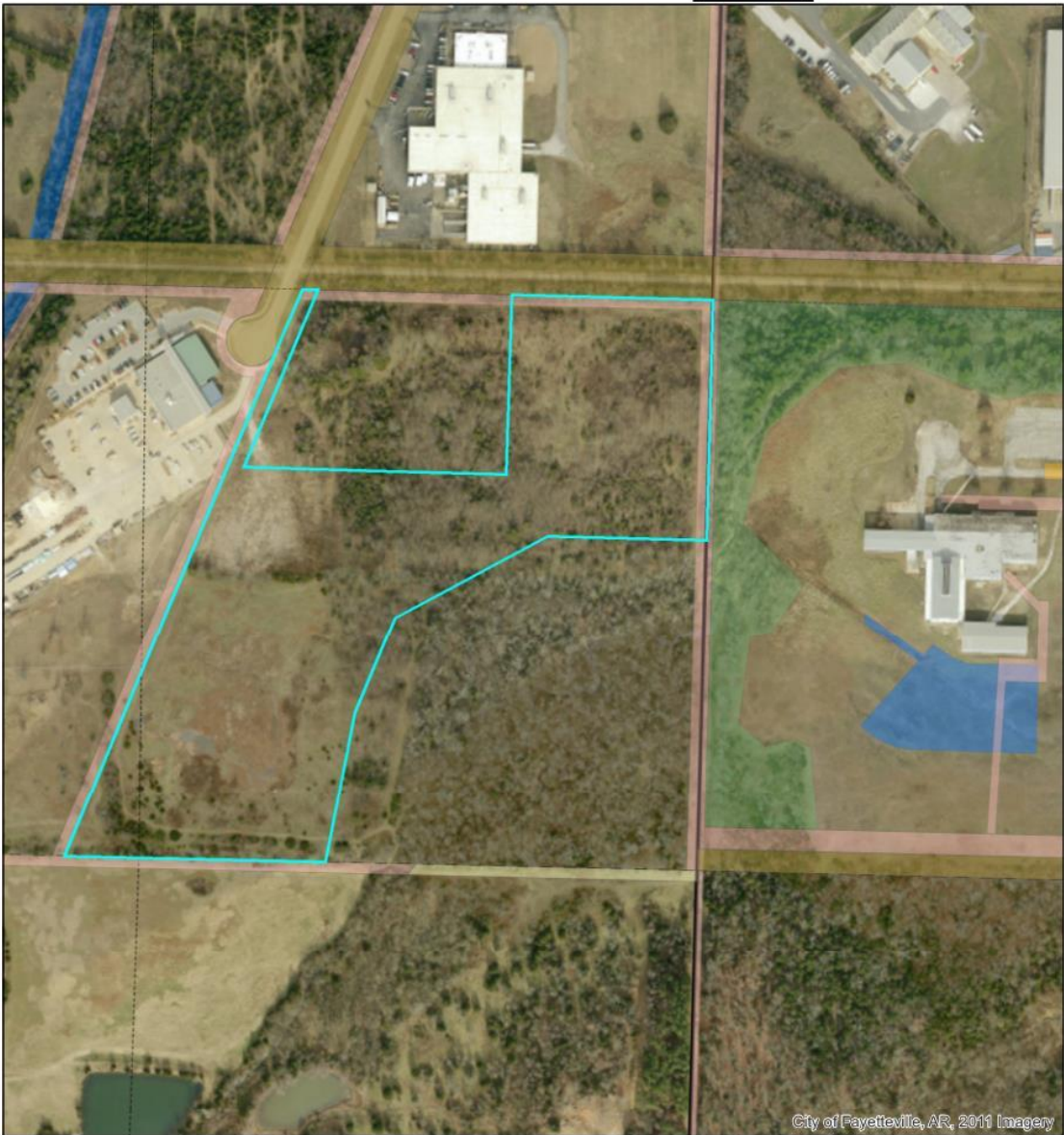
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Right-of-Way		Private	Avigation Easement
AHTD		RR	Drainage Easement
Farmington		Springdale	Conservation Easement
Fayetteville		University of Arkansas	Landscape Easement
Goshen		Washington County	Sidewalk Easement
Greenland		General Utility Easement	Trail Easement
Johnson		Access Easement	Tree Preservation Easement



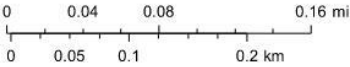
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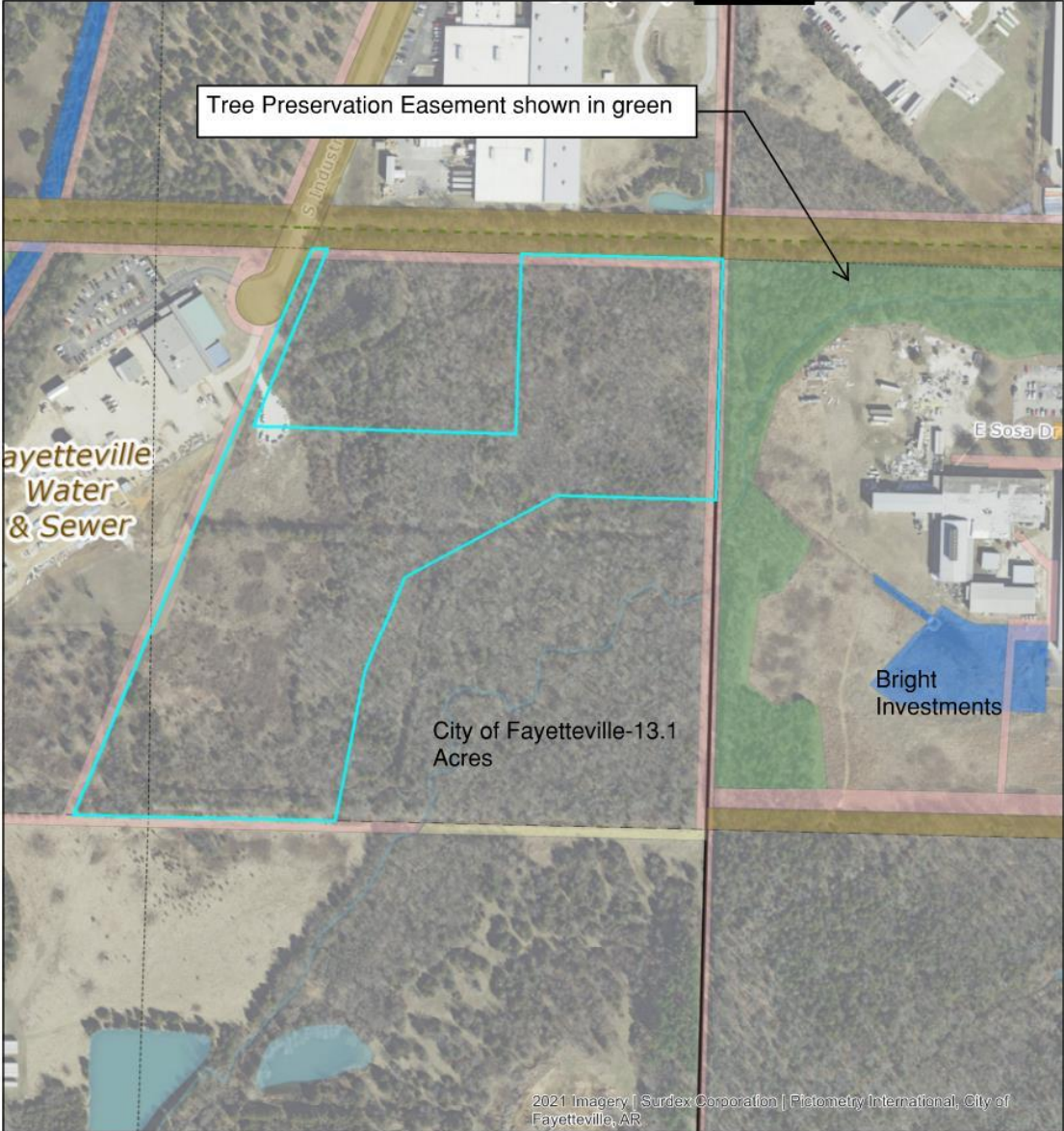
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Right-of-Way		Private	Avigation Easement
AHTD		RR	Drainage Easement
Farmington		Springdale	Conservation Easement
Fayetteville		University of Arkansas	Landscape Easement
Goshen		Washington County	Sidewalk Easement
Greenland		General Utility Easement	Trail Easement
Johnson		Access Easement	Tree Preservation Easement



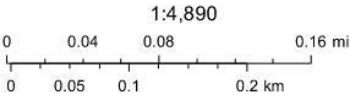
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Fayetteville, AR 2021



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Right-of-Way		Private	Avigation Easement
AHTD		RR	Drainage Easement
Farmington		Springdale	Conservation Easement
Fayetteville		University of Arkansas	Landscape Easement
Goshen		Washington County	Sidewalk Easement
Greenland		General Utility Easement	Trail Easement
Johnson		Access Easement	Tree Preservation Easement



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End of Urban Forestry Reports

Estimated Market Value Analysis

Preface:

This information was compiled at the request of Council Member Scroggin during the February 15, 2022 City Council Meeting.

Most Recent City-Owned Commerce Park Land Sales:

- 765-16578-002, Duke Technologies, 2020 for \$16,000 per acre (five-acre site with road frontage).

Estimated Market Value Comparative:

The following assessment was developed using the Washington County Assessor's Office's website, land value was derived from the Estimated Market Value section of actDataScout:

- [765-15312-000, 2900 S. City Lake Road, Land Only](#), (\$425,900/ 23.06 acres= \$18,469 per acre);
- [765-16574-000, 3657 E Leawood Way, Land Only](#), (\$303,500/ 14.90 acres= \$20,369);
- [765-15278-000, 2200 S Industrial Drive, Land Only](#), (\$269,450/ 12.63 acres= \$21,334);
- [765-19960-000, 1601 E Pump Station Road, Land Only](#), (\$301,250/ 14.75 acres= \$20,423.72);
- [765-19961-000, 9920 Corporate Campus Drive, Land Only](#), (\$270,200/12.68 acres= \$21,309);
- [765-19958-001, 2757 S Armstrong Ave, Land Only](#), (\$188,750/ 7.55 acres= \$25,000);
- [765-19958-000, 2501 S Armstrong Ave, Land Only](#), (\$680,000/ 40 acres= \$17,000);
- [765-19954-000, 2700 S Armstrong Ave, Land Only](#), (\$781,100/ 46.74 acres= \$16,711);
- [765-19959-000, 1901 E Borick Drive, Land Only](#), (\$544,850/ 30.99 acres= \$17,581);
- [765-19952-000, 2365 S Armstrong Ave, Land Only](#), (\$435,650/ 23.71 acres= \$18,374);
- [765-19963-000, 1650 E Pump Station Road, Land Only](#), (\$102,350/ 4.093 acres= \$25,006);
- [765-16568-000, 1248 E Pump Station Road, Land Only](#), (\$246,500/ 11.1 acres= \$22,207);
- [765-15152-000, 1860 S Morningside Drive, Land Only](#), (\$230,000/10 acres= \$23,000);
- [765-16567-000, 1144 E Pump Station Road, Land Only](#), (\$257,000/ 11.8 acres= \$21,779);

Many of the mentioned properties were reviewed by Public Works since they are in the process of actively securing right-of-way on a parcel for the upcoming Industrial Drive extension project. Public works has also ordered an appraisal on Parcel 765-15312-002 which we have been told will be completed before the end of February. *This parcel is immediately to the west of the Development Site and fronts S. City Lake Road.* Upon receipt of the upcoming appraisal for the adjacent property, staff will provide that information to the City Council.

CHAMBER

FAYETTEVILLE

February 24th, 2022

Mayor Lioneld Jordan
Fayetteville City Council
113 W. Mountain St.
Fayetteville, AR 72701

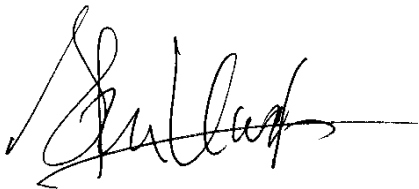
Dear Mayor Jordan and City Council,

The Fayetteville Chamber of Commerce is always seeking to help projects that support our mission of advocating for a strong business climate on behalf of our membership. The Fayetteville Chamber is once again writing to support the expansion B-Unlimited, believing it will foster a larger workforce and positive economic impact. The Chamber supports this land sale agreement believing that given B-Unlimited's track record of excellence and growth, they will continue to support the City of Fayetteville's economic development goals.

B-Unlimited has built a strong reputation of successful management and we believe their experience speaks to their ability to facilitate a seamless and quality transition and provide affordable services that are in high-demand.

The Fayetteville Chamber of Commerce has full faith and confidence in supporting B-Unlimited's proposed expansion into the Commerce District. We are excited at the prospect of supporting a premier expansion and our region looks forward to seeing the amazing impacts it will bring.

Respectfully Yours,



Steve Clark
President/CEO
Fayetteville Chamber of Commerce

