

**BILL OF ASSURANCE  
FOR THE CITY OF FAYETTEVILLE, AR**

In order to attempt to obtain approval of a request for a zoning reclassification (RZN 23-0014 at Goff Farm Road and Dead Horse Mountain Road), the owner, developer or buyer of this property, (hereinafter called "Petitioner") TABA20, LLC, hereby voluntarily offers this Bill of Assurance and enters in this binding agreement and contract with the City of Fayetteville, Arkansas.

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

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

1. The area proposed to be rezoned to Neighborhood Conservation (NC), shall be limited to the following Permitted Uses:
  - a. No more than 350 lots
2. Petitioner agrees to limit the density on the property to no more than 350 lots.
3. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. The Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development, which includes some or all of Petitioner's property.

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

6/27/23  
Date


Mark Marquess, President  
TABA20, LLC

  
Signature

NOTARY OATH

STATE OF ARKANSAS        }  
COUNTY OF ~~WASHINGTON~~    }  
                  BENTON

And now on this the 27 day of June 2023, appeared before me Mark Marquess, and after being placed upon his oath swore or affirmed that he agreed with the terms of the above Bill of Assurance and signed his name above.

  
Notary Public

My Commission Expires  
06-01-2027  
5570228.1.011909.00001



**BILL OF ASSURANCE  
FOR THE CITY OF FAYETTEVILLE, AR**

In order to attempt to obtain approval of a request for a zoning reclassification (RZN 23-0014 at Goff Farm Road and Dead Horse Mountain Road), the owner, developer or buyer of this property, Sasnakra Golf, LLC (hereinafter called "Petitioner") hereby voluntarily offers this Bill of Assurance and enters in this binding agreement and contract with the City of Fayetteville, Arkansas.

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

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

1. The area proposed to be rezoned to Community Services (CS), shall be limited to the following Permitted Uses:
  - a. No multi-family dwellings;
  - b. No gas service stations;
  - c. Five (5) acres will be limited to commercial use.
2. Petitioner agrees to limit the density on the CS property to no more than fifty (50) single family residential lots.
3. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. The Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development, which includes some or all of Petitioner's property.

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

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Date

Stacey White, Member  
Sasnakra Golf, LLC

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Signature

**NOTARY OATH**

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

And now on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, appeared before me Stacey White, and after being placed upon oath swore or affirmed agreement with the terms of the above Bill of Assurance as signed above.

\_\_\_\_\_  
Notary Public

My Commission Expires

\_\_\_\_\_  
5570242.1:011909.00001