AGENDA ITEM HISTORY SHEET

ITEM TITLE	**AGENDA NO.**
ROW Purchase Sale Hwy 5 Water Tank	**AGENDA DATE:**

FUNDING CERTIFICATION (Finance Director) (Signature, if applicable) 4/17/25

MANAGEMENT STAFF REVIEW (Signature)

MAYOR (Signature)

ITEM HISTORY (Previous Council reviews, action related to this item, and other pertinent history)

ARDOT needs to acquire a portion of the property where the Hwy 5 Water Tank is located.

ITEM COMMENTARY (Background discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

ARDOT used Cushman and Wakefield for the appraisal of real property at the Hwy 5 Water Tank. The area consist of 8,204 sq ft and has been reviewed by staff and our engineeer for the widening project. The acqusition for ROW does not interference with the water tank or city operations. The appraisal is $10/sq ft and compensation and of $7961.00 for the fence that will need to be reconstructed. The total purchase price is $90,041.00

It is the recommendation of staff that the city accepts this offer and apply the amount to the property where the new South Plain Water Tank site. Total purchase prices is $150,000 less the $90,041 leaving a remaining balance of $59,959. Council has aleady approved a bond for the total sum $12.4M for the South Plain Project

(This section to be completed by the Mayor)

ACTION PROPOSED (Motion for Consideration)

ARDOT.gov | Jared D. Wiley, P.E., Director

RIGHT OF WAY DIVISION
10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2311 | Fax: (501) 569-2018 | Toll Free: (877) 569-0120

March 25, 2025
Date

City of Bryant, Arkansas
c/o Tim Fournier
210 SW 3rd St.
Bryant, AR 72022

Job 061632
Hwy. 183 - Pulaski Co. Line
(Widening)(Bryant)(S)
Saline County
Route 5 Section 8
Tract: 19

Dear Property Owner(s):

An acquisition agent for the Arkansas State Highway Commission has presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property needed is attached. The acquisition agent will contact you within 10 business days for your response that should include all issues or concerns you may have regarding the offer. It is anticipated that negotiations should be concluded within 30 calendar days from the date of the initial contact.

The following buildings, structures, and other improvements, including fixtures located upon the lands needed are as follows: cost to cure fencing.

In the event you desire to retain any of the building, structures or other improvements, including fixtures listed above for salvage value of $0.00, you must do so prior to the date of closing of a Contract to Sell or eminent domain proceedings.

The offer of $90,041.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: $82,080.00 as just compensation for the land to be acquired and $7,961.00 for the cost to cure.

Should you elect to accept this offer, the State will determine if you can convey a merchantable title, and if so, a property deed conveying the land to the Arkansas State Highway Commission will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the Arkansas State Highway Commission elects to do so, a condemnation suit will be filed, and the amount that the Arkansas State Highway Commission has determined to be estimated just compensation for your property will be deposited into the Registry of the Circuit Court of Saline County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation, and this amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as estimated just compensation, then you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of Saline County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Please contact Erin Dixon at erin.dixon@volkert.com to discuss this matter further.

Yours truly,

Kevin T. White, P.E.
Division Head
Right of Way Division

KTW:jfb

JOB NAME: Hwy. 183 – Pulaski Co. Line (Widening) (Bryant) (S) | JOB 061632 | TRACT 19

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Bryant, Arkansas
Address: 210 SW 3rd St., Bryant, AR 72022

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, save and except such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes, situated in the County of Saline, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southwest Quarter of Section 15, Township 1 South, Range 14 West, Saline County, Arkansas more particularly described as follows:

Commencing at a two inch aluminum cap found at the Quarter Corner of Sections 15 and 22, Township 1 South, Range 14 West; thence North 2°31'36" East along the East line of said Southeast Quarter of the Southwest Quarter of Section 15 a distance of 800.34 feet to a point on the Southeasterly right of way line of Arkansas State Highway 5 as established by Hunter Crossing Subdivision as filed in Book 2016 Page 010732; thence South 62°46'39" West along said right of way line a distance of 387.15 feet to a point; thence North 2°27'21" West along said right of way line a distance of 11.01 feet to a point; thence North 2°22'29" West along said right of way line a distance of 5.86 feet to a point on the Southeasterly prescriptive right of way line of Arkansas State Highway 5 as established by AHTD affidavit dated August 14, 2014; thence in a Southwesterly direction along said right of way line on a curve to the left, having a radius of 1,115.92 feet a distance of 197.86 feet, having a chord bearing of South 57°33'02" West for a distance of 197.61 feet to a point; thence South 52°28'15" West along said right of way line a distance of 77.92 feet to the POINT OF BEGINNING; thence South 19°42'25" East a distance of 73.18 feet to a point on the Southeasterly right of way line of Arkansas State Highway 5 as established by ARDOT Job 061632; thence South 65°04'41" West along said right of way line a distance of 65.76 feet to a point; thence South 75°24'58" West along said right of way line a distance of 136.83 feet to a point on the Southeasterly prescriptive right of way line of Arkansas State Highway 5 as established by AHTD affidavit dated August 14, 2014; thence North 51°52'31" East along said right of way line a distance of 118.17 feet to a point; thence North 51°58'44" East along said right of way line a distance of 86.62 feet to a point; thence North 52°28'15" East along said right of way line a distance of 7.80 feet to the POINT OF BEGINNING and containing 0.19 acres (8,208 sq. ft.) more or less as shown on ARDOT plans referenced as Job 061632.

☒ Uncontrolled Access
☐ Partially Controlled Access -- Access break from Station _____ to Station _____
☐ Fully Controlled Access
☐ Fully Controlled Access with a frontage road
☐ Maintenance Agreement

PREAUDITED AND ACCEPTED:

_____

Property Manager to Negotiator

By _____ Date _____

IMPROVEMENTS	APPRAISED SALVAGE VALUE	RETAINED BY GRANTOR YES	RETAINED BY GRANTOR NO	AMOUNT OF BOND REQUIRED	WILL GIVE ACTUAL POSSESSION OF IMPROVEMENTS NOT RETAINED
CTC: Chain Link Fencing	N/A			N/A	At Closing

Grantor(s) agrees that the items checked for removal for salvage will be removed on or before 30 days after closing and expressly waives all claims for damage, injury or loss on account of such removal by him, or removal after this date by the Arkansas State Highway Commission, due to failure of Grantor(s) to complete removal by the designated date. If Grantor is being relocated from the primary residential dwelling and has elected to salvage the dwelling, salvage must be completed on or before 30 days after the final vacate date and any extensions of time granted by the Department.

COMPENSATION BREAKDOWN:

APPRAISED VALUE of Real Estate Including Damages to Remainder $ 90,041.00

LESS SALVAGE VALUE - IMPROVEMENTS RETAINED $ _____

NET PAYMENT DUE $ _____

The Grantor(s) agrees to put up bond at the time of closing of this transaction for the removal of improvements retained, in the amount of N/A.

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the Contract to Sell. In the event that any buildings, fixtures, appurtenances, or other improvements are to pass to and become the property of the Commission in connection with the real property herein covered, Grantor(s) agrees to keep the same in good condition without waste, damage or destruction. Grantor(s) also agrees to allow the Commission permission to enter upon that part of the remaining property necessary for the sole purpose of removing any improvements acquired by the Commission, which lies outside the right of way, and not retained by the Grantor, or for the removal of foundations of improvements which are retained.

The Commission shall have the irrevocable right to exercise the "Contract to Sell" at any time within (90) days from date; and it is agreed that if, within the time above specified, the said Commission shall declare its intention to exercise this "Contract to Sell", including the right to purchase the said land, the Grantor(s) will sign and execute a General Warranty Deed when presented by the Commission and receive payment of the stated "Net Payment Due" from the said Commission, less any amount that may be found due and payable to any mortgagee. Unless stated to the contrary herein the conveyance shall include buildings, improvements, and appurtenances to the land described. It is expressly understood that the said commission shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission.

No person lawfully occupying real property shall be required to move from a dwelling, business or farm operation without 30 days written notice from the date of payment of the consideration set forth herein.

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____day of_____, 20_____.

_____ _____

Signature Signature

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

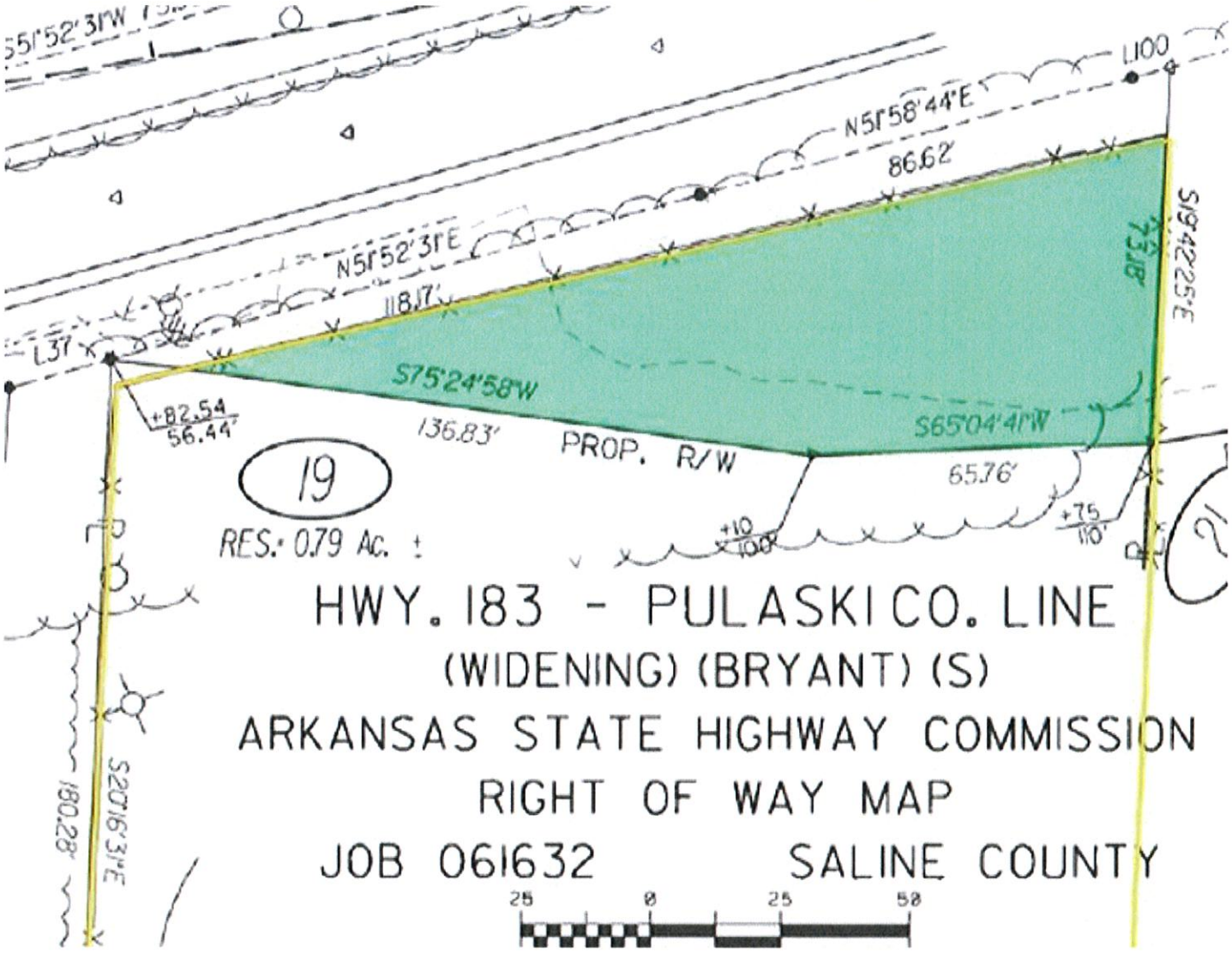
On this _____ day of _____, 20__, before me, _____, a Notary Public, or before any officer within this State or without the State now qualified under existing law to take acknowledgments, duly commissioned, qualified and acting, within and for said State and County, appeared in person the within named _____ , being the person(s) authorized by said corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity to execute such instrument, stating his/her respective capacities in that behalf, to me personally well-known or satisfactorily proven to be such person, who stated that he/she was the _____ of _____, a corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity and was duly authorized in his/her respective capacity to execute the foregoing instrument(s) for and in the name and on behalf of said corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

TRACT 19	City of Bryant, Arkansas



Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

MORTGAGE AUTHORIZATION

This form must be completed and signed by the property owner(s), whether a mortgage exists or not.

Form must be filled out completely, signed and submitted to the
Right of Way Division/Administrative Section

Job#_____
Tract#_____

Property Owner: _____

Address: _____

_____

Telephone #: _____

Mortgage Company
(If no Mtg. write NONE) - _____

Address: _____

Telephone #: _____

Loan #: _____

Contact Person: _____

Due to the construction of the above-mentioned project, it may be necessary to obtain a Release. The mortgagor/property owner(s) is/are aware that some or all the proceeds from this transaction may be required to be applied towards the principal balance of the mortgage.

By signing below, Mortgagor/Property Owner (whether one or more) is authorizing the Arkansas Department of Transportation to enter into the process necessary to obtain a Release and furthermore authorizes lender to release the information requested.

The following closing agent(s) have authorization to request information and/or documentation necessary to obtain a release.

Closing Agent: _____ Closing Agent: _____

Phone#: _____ Phone#: _____

Must sign even if you do not have a Mortgage

_____ Date: _____ _____ Date: _____
Property Owner Property Owner

_____ Date: _____ _____ Date: _____
Property Owner Property Owner

Rev. 2024-12-17

Job Number: _____

Tract Number: _____

STATEMENT OF AUTHORIZATION & CONCURRENCE

I/We hereby authorize the following payments to be made on my/our behalf by the Arkansas Department of Transportation for the referenced property payable to the following authorized agents (recipients).

*I/We understand and agree the division of all payments are to be disbursed as shown below with the exception of any necessary payoff amounts.

Authorized Agent (Recipient)	Taxpayer ID # (SSN/EIN)	Payment Amount
		*
		*

Upon delivery of the check, in accordance with the above instructions, the Arkansas Department of Transportation is hereby released from any further liability for the delivery and/or application of said purchase money funds.

I/We acknowledge these payments will be reported to the IRS as proceeds to the property owner/transferor(s) of the property <u>not</u> the authorized agent receiving the funds; also the property owner/transferor(s) will receive a 1099 tax form at the end of the year to report to IRS since the recipient has no legal interest in the property. ***If the recipient is part legal owner of the property, then the person receiving the funds will receive the 1099 tax form at the end of the year to report to IRS.***

_____ Property Owner

_____ Property Owner

ACKNOWLEGMENT

STATE OF_____)
) ss.
COUNTY_____)

On this_____day of_____, 20 , before me,_____, a Notary Public, or before any officer within this State or without the State now qualified under existing law to take acknowledgments, duly commissioned, qualified and acting, within and for said State and County, appeared in person the within named_____, being the person(s) authorized by said corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity to execute such instrument, stating his/her respective capacities in that behalf, to me personally well-known or satisfactorily proven to be such person, who stated that he/she was the_____of_____, a corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity and was duly authorized in his/her capacity to execute the foregoing instrument(s) for and in the name and on behalf of said corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____day of_____, 20 .

_____
Notary Public

My Commission Expires: _____