

**GENTRY CITY COUNCIL AGENDA**

**MONDAY, FEBRUARY 7, 2022**

- Meeting Called to Order
- Invocation
- Roll Call
- Review of Minutes: January 3, 2022 Regular Council Meeting

**COMMUNITY COMMENTS**

1. Public Comment (Item(s) Not on Presented Agenda)
2. Main Street Gentry Chamber of Commerce – Janie Parks
3. Gentry Public Schools – Terrie Metz

**UNFINISHED BUSINESS**

1. Park Master Plan Update
  - a. Splashpad
  - b. Sports Complex
    - i. Insurance Coverage
2. Water Storage Facility Update
3. 117 N. Smith Ave. Cleanup Update
4. 119 N. Nelson Ave. Cleanup Lien Update
- 5.

**NEW BUSINESS**

1. Benton County Hazard Mitigation Plan Resolution
2. Tract Split Appeal (Swanson)
3. Resolution Authorizing Land Exchange (N. Byers Ave. to N. Giles Ave.)
- 4.

Any items that may arise after the publication of this Agenda must be voted on, to be heard, by the majority of the City Council.

**ANNOUNCEMENTS**

- Planning Commission Meeting, February 17, 2022 @ 7pm

	<u>2020</u>	<u>2021</u>	<u>2022</u>
City Sales & Use	\$103,535.44	\$113,655.60	\$159,081.86
County Tax	\$70,249.50	\$83,758.95	\$79,738.18



**UNFINISHED BUSINES**

**1) Park Master Plan Update:**

- a) **Splashpad:** Mayor Johnston announced work is continuing on items on the punch list; progress continues.
- b) **Sports Complex:** Justin Spafford presented the latest progress report and stated things are beginning to wrap up. Work continues to proceed through January, weather permitting.
  - i) **Signage/Banners:** Mayor Johnston stated there is currently no policy in place regarding banners/signs, and could be something to consider and discuss, with the possibility of kicking to committee after a walk-thru has been done. Another thing to consider: naming the complex.

**2) Water Storage Facility Update:** Larry Gregory with Garver stated the water tank was at about 84% completion with gravel drive, fencing, etc. coming up. Expected completion; April 2022.

**3) 117 N. Smith Ave. Cleanup Update:** A Resolution Authorizing Demolition and Clean-up of Property Situated at 117 N. Smith Ave., Gentry, Arkansas was presented for review and consideration. Mayor Johnston announced he had contacted 5 companies with regard to bids for cleanup of this property and, had received 3 quotes. Those quotes were also provided to all Council Members for review and consideration. After discussion:

**Motion:** Arnold- to pass the Resolution as presented and, appointing Paul Smith as Contractor in the amount of \$10,000.00- in which funds will be allocated from the City’s General Fund

**Second:** Williams

<b>Roll Call:</b> Page- yes	Thorburn-yes	Williams-yes	Arnold-yes
Barrett-yes	Crawford-pass	Erskin-yes	

**Motion passed.**

**NEW BUSINESS:**

**1) Annexation Ordinance- Spickelmier/Newsom/Simmons:** An Ordinance Accepting the Annexation of Certain Lands to the City of Gentry; Assigning said Lands to a Ward; Designating the Zoning of said Lands; and for Other Purposes, was presented for review and consideration:

**Motion:** Crawford- to suspend the rules and read by heading only

**Second:** Thorburn

<b>Roll Call:</b> Erskin-yes	Page-yes	Thorburn-yes	Williams-yes
Arnold-yes	Barrett-yes	Crawford-yes	

**Motion passed.** City Attorney Joel Kurtz read by heading only

**Motion:** Crawford- to pass on three readings with a single vote

**Second:** Arnold

<b>Roll Call:</b> Erskin-yes	Page-yes	Thorburn-yes	Williams-yes
Arnold-yes	Barrett-yes	Crawford-yes	

**Motion passed.**

2) **2021 Budget Amendment Resolution:** A Resolution Amending Resolution No. 20-639 Appropriating Money and Expenditures for the Year Commencing January 1, 2021, and Ending on December 31, 2021; and for Other Purposes, was presented for review and consideration:

**Motion:** Williams- to pass the resolution as presented

**Second:** Thorburn

**Roll Call:** Crawford-yes      Erskin-yes      Page-yes      Thorburn-yes  
                 Williams-yes      Arnold-yes      Barrett-yes

**Motion passed.**

3) **Planning Commission Re-Appointment Resolution (Church/Feemster):** A Resolution Appointing Danny Feemster and Paul Church to Gentry Planning Commission, was presented for review and consideration:

**Motion:** Barrett- to pass the resolution as presented

**Second:** Williams

**Roll Call:** Thorburn-yes      Williams-yes      Arnold-yes      Barrett-yes  
                 Crawford-yes      Erskin-yes      Page-yes

**Motion passed.**

4) **Main Street Association Agreement Resolution:** A Resolution Authorizing the Mayor and Director of Finance to Execute an Agreement with the Main Street Gentry Association; Waiving Competitive Bidding; and for Other Purposes, was presented for review and consideration:

**Motion:** Crawford- to pass the resolution as presented

**Second:** Thorburn

**Roll Call:** Williams-yes      Arnold-yes      Barrett-yes  
                 Crawford-yes      Erskin-yes      Page-yes      Thorburn-yes

**Motion passed.**

5) **2022 Regular Council Meeting Schedule:** Mayor Johnston presented Council with the 2022 regular meeting schedule for review. After discussion and agreement on amending dates for July and September 2022, and January 2023:

**Motion:** Barrett- to set the dates as presented for 2022 and, January 2023

**Second:** Crawford

**Roll Call:** Arnold-yes      Crawford-yes      Barrett-yes      Williams-yes  
                 Erskin-yes      Thorburn-yes      Page-yes

**Motion passed.**

- 6) **2022 Council Committee Appointments:** Mayor Johnston presented Council with a list of current committees and those appointed, for their information.
- 7) **Council Meeting Procedural Rules and Format:** After discussion and consideration for changing the public comment section for restructure, it was decided the format would remain as is.

**ANNOUNCEMENTS AND COMMENTS**

**\*Planning Commission Meeting, January 20, 2022 @ 7:00p.m.:**

**\*City Sales and Use & County Tax numbers for 2020-2022 were listed**

There being no other new business Mayor Johnston entertained a motion to adjourn.

**Motion:** Williams

**Second:** Crawford

**All in favor. None opposed.**

**Motion passed. Meeting adjourned.**

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**CITY CLERK:  
JENNY TROUT**

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**MAYOR: KEVIN JOHNSTON  
CITY OF GENTRY**

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF GENTRY, ARKANSAS**

**RESOLUTION ADOPTING THE BENTON COUNTY HAZARD  
MITIGATION PLAN; AND FOR OTHER PURPOSES**

WHEREAS, the Federal Disaster Mitigation Act of 2000, 44 CFR Part 201, and the Federal Emergency Management Agency (“FEMA”) require communities to adopt an approved hazard mitigation plan in order to be eligible to receive federal pre- and post-disaster mitigation funding;

WHEREAS, the participating jurisdictions of Benton County formed a multi-jurisdictional Mitigation Planning Committee (the “MPC”), which has developed a strategy known as the Benton County Hazard Mitigation Plan (the “HMP”) to improve disaster response within the County;

WHEREAS, the MPC has recommended formal adoption of the Benton County HMP by all participating jurisdictions, including the City.

THEREFORE, BE IT RESOLVED by the City Council for the City of Gentry, that:

**Section 1:** The City hereby approves and adopts the HMP in its entirety with projects as adopted by the MPC, and agrees to be governed by the HMP attached hereto and incorporated herein.

**Section 2:** The City authorizes the appropriate participating officials to pursue funding opportunities for implementation of proposals designated in the HMP, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the HMP.

**Section 3:** The City will continue to cooperate and participate in the hazard-mitigation planning process, including participating in MPC meetings and reporting progress as required by FEMA, the Arkansas Division of Emergency Management, and the MPC.

**PASSED and APPROVED in Regular Session this \_\_\_\_ day of February, 2022.**

\_\_\_\_\_  
Kevin D. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Tonya Carney, Director of Finance

## City of Gentry

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**From:** Robert Swanson <robertswanson2002@gmail.com>  
**Sent:** Friday, January 28, 2022 4:31 PM  
**To:** City of Gentry  
**Subject:** Lot split appeal

I am appealing the decision of the Gentry Planning Commission regarding their decision over my lot split.

Thank-you.

18-13647-002  
 SWANSON, ROBERT & SHAWN  
 GENTRY, AR

18-13647-001  
 JAMES, MICHAEL E.  
 GENTRY, AR

18-13647-000  
 GENTRY, AR

18-13647-002  
 SWANSON, ROBERT & SHAWN  
 GENTRY, AR

18-13647-001  
 JAMES, MICHAEL E.  
 GENTRY, AR

18-13647-000  
 GENTRY, AR

18-13647-002  
 SWANSON, ROBERT & SHAWN  
 GENTRY, AR

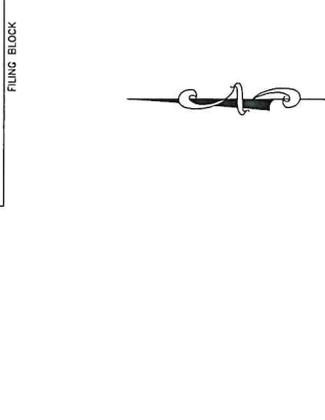
18-13647-001  
 JAMES, MICHAEL E.  
 GENTRY, AR

18-13647-000  
 GENTRY, AR

18-13647-002  
 SWANSON, ROBERT & SHAWN  
 GENTRY, AR

18-13647-001  
 JAMES, MICHAEL E.  
 GENTRY, AR

18-13647-000  
 GENTRY, AR



VICINITY MAP

This plot is hereby approved by the Gentry Planning Commission this \_\_\_\_ day of \_\_\_\_\_, 2021.

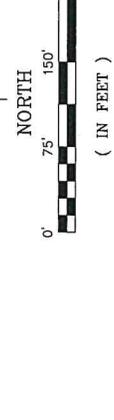
Secretary \_\_\_\_\_

OWNER'S CERTIFICATION  
 As owners, we hereby certify that we have caused the land to be surveyed, divided, platted, dedicated and access rights reserved as represented on this plat and attachments.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2021.  
 My commission expires \_\_\_\_\_

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



FLOOD CERTIFICATION

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD ZONE AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS, DATED \_\_\_\_\_, 2021. MAP NUMBER: G007C0380 J. EFFECTIVE DATE: SEPTEMBER 28, 2020.

SUBJECT'S DECLARATION:  
 I HEREBY CERTIFY THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED AND MONUMENTS WERE FOUND OR SET AS SHOWN ON OCTOBER 29, 2021.

PROPERTY ADDRESS: 20222 GARMAN ROAD, GENTRY, AR. 72734 PARCEL #18-136478-000

REVISION #1: 500-18N-33W-0-15-130-04-0985

REVISION #2: \_\_\_\_\_

REVISION #3: \_\_\_\_\_

CHECKED BY: MEJ

IF YOU ARE THE PLATTEE, YOU MUST SIGN AND PRINT YOUR NAME AND ADDRESS AS APPEARING ON THE PLAT. IF YOU ARE THE SURVEYOR, YOU MUST SIGN AND PRINT YOUR NAME AND ADDRESS AS APPEARING ON THE PLAT. IF YOU ARE THE ATTORNEY, YOU MUST SIGN AND PRINT YOUR NAME AND ADDRESS AS APPEARING ON THE PLAT.

DATE: OCTOBER 29, 2021

SCALE: 1" = 75'

JOB NUMBER: JS16804A

FILE NAME: JS16804A.DWG

FOR  
**ROBERT & SHAWN SWANSON**  
 PART OF THE SW 1/4 OF THE NE 1/4  
 SECTION 15, TOWNSHIP 18 NORTH, RANGE 33 WEST  
 BENTON COUNTY, ARKANSAS

James Swanson  
 Gentry, Arkansas 72734  
 P.O. Box 617  
 (479) 38-4416 Fax: (479) 376-8838

MICHAEL E. JAMES, PLS #985  
 BENTON COUNTY SURVEYOR

STATE OF ARKANSAS  
 MICHAEL E. JAMES, PLS #985  
 BENTON COUNTY SURVEYOR

PROFESSIONAL LAND SURVEYOR

18-13647-002  
 SWANSON, ROBERT & SHAWN  
 GENTRY, AR

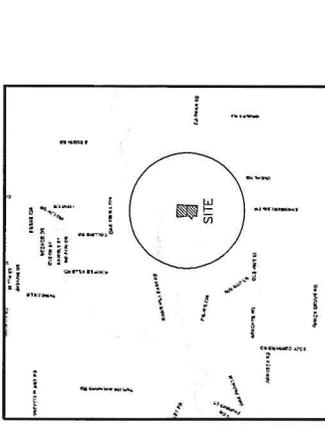
18-13647-001  
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 GENTRY, AR

18-13647-000  
 GENTRY, AR

18-13647-000  
 GENTRY, AR



TRACT 1  
 2.53 ACRES

TRACT 2  
 2.53 ACRES

18-13647-002  
 SWANSON, ROBERT & SHAWN  
 GENTRY, AR

18-13647-001  
 JAMES, MICHAEL E.  
 GENTRY, AR

18-13647-000  
 GENTRY, AR

18-13647-002  
 SWANSON, ROBERT & SHAWN  
 GENTRY, AR

18-13647-001  
 JAMES, MICHAEL E.  
 GENTRY, AR

18-13647-000  
 GENTRY, AR

18-1

attempt to circumvent these regulations by conveying by metes and bounds without taking the necessary steps for filing an approved plat.

3. No dedication of streets shall by itself be accepted by the city unless the usage of the adjoining affected land is shown; if the purpose of opening the street is to make the affected land available for sale as a subdivision, the street may not be accepted until accompanied by the required plat.

E. Penalty

Any person, firm or corporation which violates any provision of these regulations or amendments thereto shall be guilty of a misdemeanor and on conviction shall be fined not less than Twenty-Five Dollars (\$25.00). Each day that any violation of these regulations is in affect shall constitute a separate offense and be subject to additional fines of Fifteen Dollars (\$15.00) per day.

F. Amendments

On any proposed amendments to these regulations, the Planning Commission shall hold a public hearing, for which fifteen (15) days advance notice in a local newspaper of general distribution has been published. Following such hearing the City Council may adopt the amendments as recommended by the Planning Commission or as determined by a majority vote of the City Council.

G. Fees

For each preliminary plat submitted, the minimum fee shall be Fifty Dollars (\$50.00) and One Dollar (\$1.00) for each lot. For each informal plat submitted, the fee shall be \$15.00. (Ord. No 19-810 sec. 1)

15.04.09 Section 15.04.10 Access Requirements for Residential Property Divisions

A. Access

Each tract resulting from such split, replat or other property division shall have:

1. Deeded access not less than 30 feet in width from a public street or road;
2. A deeded combination access easement and utility easement not less than 40 feet in width from a public street or road; or
3. A Separate deeded access easement not less than 30 feet in width from a public street or road; together with a deeded utility easement not less than 25 feet in width from a public street or road or from an existing utility easement.

B. Applicability

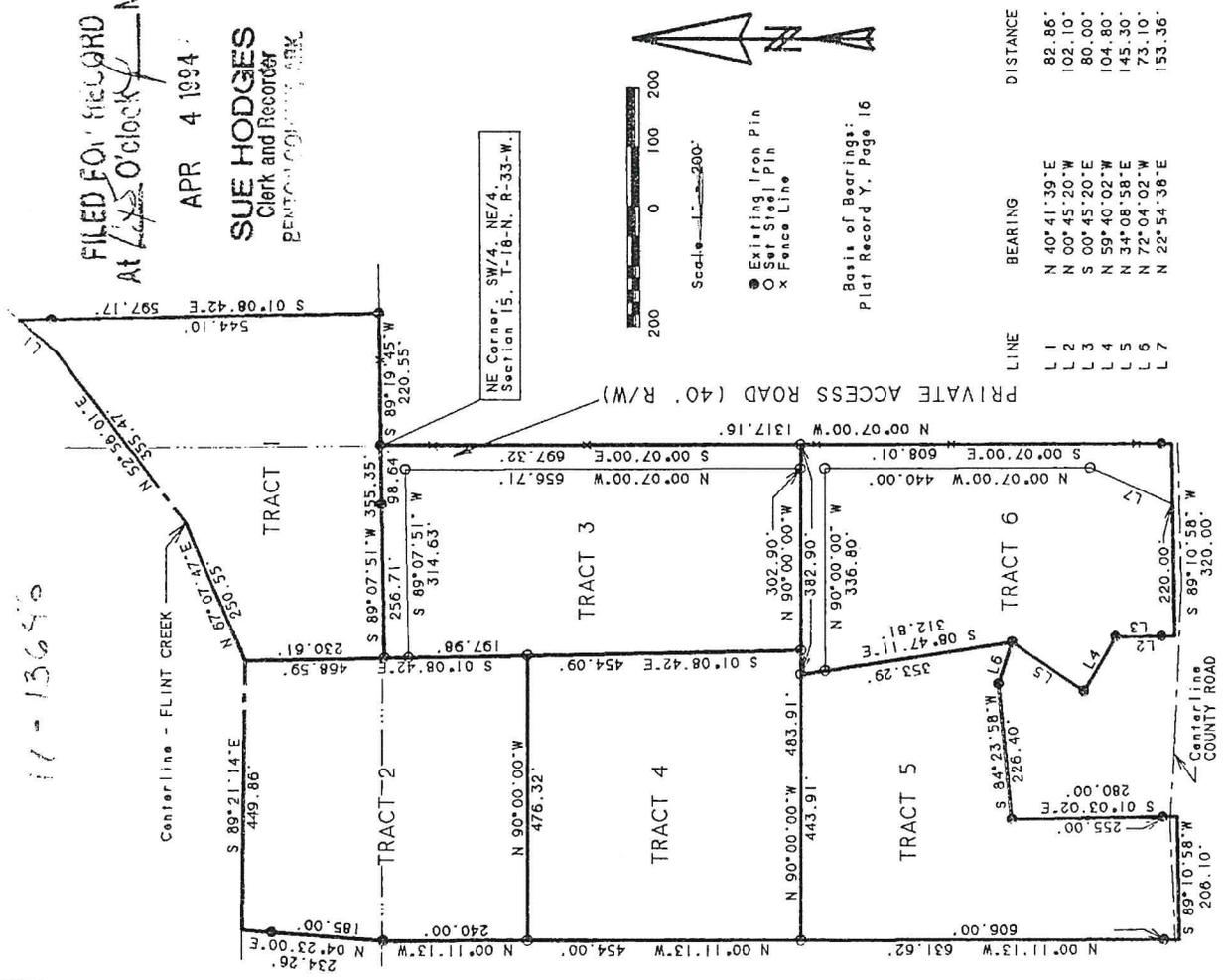
The provisions of this Section are applicable to splits, replats or other property division only when the resulting tracts will be used for single family residential purposes. These access provisions and requirements are not applicable in instances where any of the resulting tracts will be used for multifamily dwellings, multiple lots, commercial use or other non-residential use. (Ord. No. 15-730)

26-62  
11-13640  
5-19-22

FILED FOR RECORD  
At 1:30 o'clock

APR 4 1994

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.



LINE	BEARING	DISTANCE
L 1	N 40°41'39"E	82.86'
L 2	N 00°45'20"W	102.10'
L 3	S 00°45'20"E	80.00'
L 4	N 59°40'02"W	104.80'
L 5	N 34°08'58"E	145.30'
L 6	N 72°04'02"W	73.10'
L 7	N 22°54'38"E	153.36'

**SURVEY DESCRIPTION:** Part of the NE/4 of Section 15, T-18-N, R-33-W, Benton county, Arkansas, more particularly described as follows:

**TRACT 1:** Beginning at the NE Corner of the SW/4 of said NE/4, Section 15; thence S 89°07'51" W 355.35 feet; thence N 01°08'42" W 230.61 feet to the centerline of Flint Creek; thence N 59°56'01" E 355.47 feet; thence N 40°41'39" E 82.86 feet; thence S 00°45'20" E 80.00 feet; thence N 59°40'02" W 104.80 feet; thence N 34°08'58" E 145.30 feet to the point of beginning, containing 5.04 acres, more or less.

**TRACT 2:** From the NE Corner of the SW/4 of said NE/4, Section 15; run thence S 89°07'51" W 355.35 feet to the point of beginning; thence S 01°08'42" E 237.98 feet; thence N 90°00'00" W 476.32 feet; thence N 00°11'13" W 240.00 feet; thence N 04°23'00" E 234.26 feet to the centerline of Flint Creek; thence S 89°21'14" E 449.86 feet along said centerline; thence S 01°08'42" E 230.61 feet to the point of beginning, containing 5.00 acres, more or less.

**TRACT 3:** Beginning at the NE Corner of the SW/4 of said NE/4, Section 15; thence S 00°07'00" E 697.32 feet; thence N 90°00'00" W 342.90 feet; thence N 01°08'42" W 692.07 feet; thence N 89°07'51" E 355.35 feet to the point of beginning, containing 5.57 acres, more or less, subject to the right-of-way of a 40 foot Access Road.

**TRACT 4:** From the NE Corner of the SW/4 of said NE/4, Section 15; run thence S 89°07'51" W 355.35 feet; thence N 01°08'42" E 237.98 feet; thence N 90°00'00" W 476.32 feet; thence N 00°11'13" W 240.00 feet; thence N 04°23'00" E 234.26 feet to the point of beginning, containing 5.00 acres, more or less.

**TRACT 5:** From the NE Corner of the SW/4 of said NE/4, Section 15; run thence S 00°07'00" E 697.32 feet; thence N 90°00'00" W 342.90 feet to the point of beginning; thence S 08°47'11" E 353.29 feet; thence N 72°04'02" W 73.10 feet; thence S 84°23'58" W 226.40 feet; thence S 01°03'02" E 280.00 feet to a point in a County Road; thence S 89°10'58" W 320.00 feet along and in said Road; thence N 00°11'13" W 631.62 feet; or less, subject to the right-of-way of said Road.

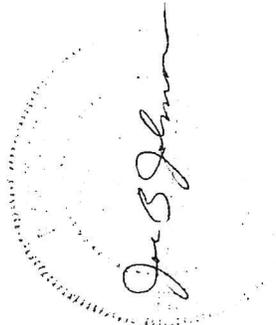
**TRACT 6:** From the NE Corner of said NE/4, Section 15; run thence S 00°07'00" E 355.35 feet to the point of beginning; thence S 00°07'00" E 619.84 feet to a point in a County Road; thence S 89°10'58" W 320.00 feet along and in said Road; thence N 00°45'20" W 102.10 feet; thence N 59°40'02" W 104.80 feet; thence N 34°08'58" E 145.30 feet; thence N 08°47'11" W 353.29 feet; thence N 90°00'00" E 382.90 feet to the point of beginning, containing 5.06 acres, more or less, subject to the right-of-way of a 40 foot Access Road.

**LAND SURVEYOR'S CERTIFICATION:** I hereby certify that on March 29, 1994, the hereon plotted and described survey was completed as shown to the best of my knowledge and belief.

Prepared by: Joe B. Johnson, RLS # 442  
Rt. 2, Box 115 B  
Silcoo Springs, Ark. 72761

Survey for: David G. & Emogene D. Evenson

930688  
500-18N-33W-0-15-100-04-0442



**RESOLUTION NO. \_\_\_\_\_**

**CITY OF GENTRY, ARKANSAS**

**RESOLUTION AUTHORIZING EXCHANGE OF 0.103 ACRES  
OF LAND WITHIN THE CITY OF GENTRY, ARKANSAS  
FOR A UTILITY EASEMENT**

WHEREAS, the Water Department of the City of Gentry, Arkansas wishes to extend a 12" waterline between North Collins Avenue and North Byers Avenue, as shown in the survey attached hereto as Exhibit "A";

WHEREAS, the City currently owns a portion of the land in the path of the proposed pipeline, but said portion is too narrow to accommodate the necessary easement;

WHEREAS, the City Council of the City of Gentry, Arkansas has determined that rather than obtaining an easement from the adjoining landowners for the partial width of the easement, which would effectively prevent said landowners from fencing the boundary of their property, the best option is to convey the small tract of land currently owned by the City to the said landowners in exchange for the conveyance by them of a permanent easement thereover of the full required width to the City;

THEREFORE, BE IT RESOLVED by the City Council for the City of Gentry, that the Mayor of the City of Gentry is hereby authorized execute a Deed conveying certain real property consisting of 0.103 acres, more or less, a copy of which is attached as Exhibit "B", to Kevin D. Johnston and Lori D. Johnston, husband and wife, in exchange for the conveyance to the City by Kevin D. Johnston and Lori D. Johnston, husband and wife, of a permanent easement for utility purposes, a copy of which is attached as Exhibit "C".

**PASSED and APPROVED in Regular Session this \_\_\_\_ day of February, 2022.**

\_\_\_\_\_  
Kevin D. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Tonya Carney, Director of Finance



LINE	BEARING	DISTANCE
L1	N 02°57'40" E	18.74'
L2	N 02°43'41" E	18.71'
L3	S 81°55'12" E	48.50'
L4	N 85°00'04" W	43.88'

10-00871-000  
JOHNSTON, KEVIN D & LORI D  
PO BOX 1415  
GENTRY AR 72734-1415

10-00876-001  
ANDREWS FAMILY LIVING TRUST-  
TEDDIE VEE  
509 N COLLINS AVE  
GENTRY, AR

10-00531-000  
WAGNER FAMILY TRUST -  
WILLIAM R & BARBARA L  
508 N BYERS AVE  
GENTRY, AR

10-00530-000  
TAYLOR, LEONA Y  
PO BOX 535  
GENTRY AR 72734

10-00527-000  
MURPHY, TERRY J &  
GAYLE W  
504 N GILES ST  
GENTRY AR 72734-8784

N COLLINS AVE

FILING BLOCK

SE CORNER  
LOT 4  
W.C. HASTINGS  
ADDITION

CITY OF GENTRY  
EASEMENT

10-00877-000  
UNRUH REVOCABLE TRUST,  
DAVID H & NOLA A  
507 N COLLINS AVE  
GENTRY, AR



N BYERS AVE

**SURVEY DESCRIPTION OF WATERLINE EASEMENT FOR PARCEL #10-00871-000;**

A WATERLINE EASEMENT ACROSS PART OF LOT 4 OF W.C. HASTINGS ADDITION TO THE CITY OF GENTRY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT N 85°58'11" W 208.71' FROM THE SE CORNER OF SAID LOT 4; THENCE N 85°58'11" W 432.51'; THENCE N 02°57'40" E 9.44'; THENCE S 87°19'48" E 432.37'; THENCE S 02°43'41" W 19.71' TO THE POINT OF BEGINNING AND CONTAINING 0.145 ACRES.

**SURVEY DESCRIPTION OF WATERLINE EASEMENT FOR PARCEL #10-00876-001;**

A WATERLINE EASEMENT ACROSS THE SW CORNER OF TRACT 2 OF PLAT RECORD 2005, PAGE 917 OF THE BENTON COUNTY RECORDS, BEING IN PART OF LOT 4 OF W.C. HASTINGS ADDITION TO THE CITY OF GENTRY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT N 85°58'11" W 208.71' FROM THE SE CORNER OF SAID LOT 4 OF W.C. HASTINGS ADDITION; THENCE N 02°43'41" E 19.71'; THENCE S 81°55'12" E 48.50'; THENCE N 85°58'11" W 43.71' TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES.

**SURVEY DESCRIPTION OF WATERLINE EASEMENT ALREADY OWNED BY THE CITY OF GENTRY;**

A WATERLINE EASEMENT ACROSS PART OF AN EXISTING ALLEY LOCATED ALONG THE NORTH SIDE OF CRESTVIEW HEIGHTS SUBDIVISION TO THE CITY OF GENTRY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT N 85°58'11" W 213.64' AND S 02°42'08" W 5.40' FROM THE SE CORNER OF LOT 4 OF W.C. HASTINGS ADDITION; THENCE N 87°19'48" W 427.54'; THENCE N 02°57'40" E 15.55'; THENCE S 85°58'11" E 427.58'; THENCE S 02°42'08" W 5.40' TO THE POINT OF BEGINNING AND CONTAINING 0.103 ACRES.

**SURVEY DESCRIPTION OF COMBINED WATERLINE EASEMENT FOR PARCEL #10-00871-000 AND PROPERTY ALREADY OWNED BY THE CITY OF GENTRY;**

A WATERLINE EASEMENT ACROSS PART OF LOT 4 W.C. HASTINGS ADDITION AND ACROSS PART OF AN EXISTING ALLEY LOCATED ALONG THE NORTH SIDE OF CRESTVIEW HEIGHTS SUBDIVISION TO THE CITY OF GENTRY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT N 85°58'11" W 208.71' FROM THE SE CORNER OF LOT 4 W.C. HASTINGS ADDITION; THENCE N 85°58'11" W 4.93'; THENCE S 02°42'08" W 5.40'; THENCE N 87°19'48" W 427.54'; THENCE N 02°57'40" E 25.00'; THENCE S 87°19'48" E 432.37'; THENCE S 02°43'41" W 19.71' TO THE POINT OF BEGINNING AND CONTAINING 0.248 ACRES.

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED AND MONUMENTS WERE FOUND OR SET AS SHOWN ON JANUARY 13, 2021.

REVISION #1: 1/24/22

REVISION #2:

REVISION #3:

DRAWN BY: KEJ

CHECKED BY: MEJ

IF THE SIGNATURE ON THIS SEAL IS NOT RED IN COLOR, THE SEAL ASSIGNED TO THIS LAND SURVEYOR IS UNAUTHORIZED. THE CERTIFICATION SHALL NOT APPLY TO ANY COPIES OF THIS SURVEY. THE PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS TO THE RIGHT OF THIS SEAL IS MICHAEL E. JAMES, PLS #985 BENTON COUNTY SURVEYOR



PROPERTY ADDRESS: N COLLINS AVE, GENTRY, AR. 72734 PARCEL #10-00871-000 #10-00876-001

500-18N-33W-0-03-410-04-0985

EASEMENT SURVEY

FOR  
CITY OF GENTRY

PART OF LOT 4

W.C. HASTINGS ADDITION  
GENTRY, ARKANSAS

James Surveying  
P.O. Box 617  
Gentry, Arkansas 72734  
(479)736-8416 Fax (479)736-8838  
DATE: JANUARY 13, 2021.  
SCALE: 1" = 60'  
JOB NUMBER: JS16352A  
FILE NAME: JS16352A.DWG

Exhibit A

**EXHIBIT B**

This Instrument prepared by:  
D. Joel Kurtz  
*Attorney at Law*  
Williams Law Firm  
100 W Main, Gentry, AR 72734  
(479) 736-8800

**QUITCLAIM DEED**

**(CORPORATE ENTITY)**

KNOW ALL MEN BY THESE PRESENTS:

That **City of Gentry, Arkansas**, an Arkansas municipal corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and quitclaim unto **Kevin D. Johnston and Lori D. Johnston**, husband and wife ("Grantees"), as tenants by the entirety, the following described lands situated in the County of Benton, State of Arkansas:

Certain land within the City of Gentry, Benton County, Arkansas being more particularly described as follows: Beginning at a point N 85°58'11" W 213.64' and S 02°42'08" W 5.40' from the SE corner of Lot 4 of W.C. Hastings Addition; thence N 87°19'48" W 427.54'; thence N 02°57'40" E 15.55'; thence S 85°58'11" E 427.58'; thence S 02°42'08" W 5.40' to the point of beginning and containing 0.103 acres.

Subject to any restrictions, conditions, covenants, rights of way, and easements now of record.

To have and to hold the same unto the said Grantees and unto their heirs and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging, with no warranties whatsoever, express or implied.

IN WITNESS WHEREOF, the name of Grantor is hereunto affixed by its undersigned officers as of this \_\_\_ day of \_\_\_\_\_, 2022.

**City of Gentry, Arkansas**

By: \_\_\_\_\_  
Kevin Johnston, Mayor

Attest: \_\_\_\_\_  
Tonya Carney, Finance Director

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument. Exempt or no consideration paid if none shown.

*Mail Tax Statement to:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTEE/AGENT: \_\_\_\_\_  
Signature

STATE OF ARKANSAS                    )  
  ) ss.                    ACKNOWLEDGMENT  
COUNTY OF Benton                    )

On this day personally before me, a Notary Public, duly commissioned, qualified and acting, within and for this County and State, appeared the within named Kevin Johnston, Mayor of City of Gentry, Arkansas, an Arkansas municipal corporation, to me personally well known (or satisfactorily proven to be such person), who stated that he was duly authorized to execute the foregoing instrument for and in the name and on behalf of said municipal corporation, and further stated and acknowledged that pursuant to said authority, he had so signed, executed and delivered the foregoing Deed for the consideration, uses, and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

My commission expires: \_\_\_\_\_

STATE OF ARKANSAS                    )  
  ) ss.                    ACKNOWLEDGMENT  
COUNTY OF Benton                    )

On this day personally before me, a Notary Public, duly commissioned, qualified and acting, within and for this County and State, appeared the within named Tonya Carney, Finance Director of City of Gentry, Arkansas, an Arkansas municipal corporation, to me personally well known (or satisfactorily proven to be such person), who stated that she was duly authorized to execute the foregoing instrument for and in the name and on behalf of said municipal corporation, and further stated and acknowledged that pursuant to said authority, she had so signed, executed and delivered the foregoing Deed for the consideration, uses, and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

My commission expires: \_\_\_\_\_

# EXHIBIT C

## UTILITY EASEMENT AND RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned **Kevin D. Johnston** and **Lori D. Johnston**, husband and wife ("Grantors"), for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, and sell unto the **City of Gentry, Arkansas**, a municipal corporation ("Grantee"), and its successors and assigns, a permanent and perpetual easement and right-of-way to locate, re-locate, lay, re-lay, construct, re-construct, remove, enlarge, expand, maintain, inspect, patrol, repair, replace, use, and operate utility lines and/or pipelines, including, but not limited to, water lines, water transmission lines, water main lines, sanitary sewer lines (including, but not limited to, sewer collection and/or force main lines), and all utilities, structures, facilities and appurtenances thereto, including but not limited to, above and below ground valves and piping, standpipes, meters, meter equipment, manholes, hydrants, and all other necessary appurtenances, and to perform all other tasks pertaining to said utility lines and/or pipelines, together with the right of ingress and egress to and from same, on, over, across, through, and under hereinafter-described lands, situated in Benton County, State of Arkansas, said easement being more particularly described as follows:

A WATERLINE EASEMENT ACROSS PART OF LOT 4 W.C. HASTINGS ADDITION AND ACROSS PART OF THE NORTH SIDE OF CRESTVIEW HEIGHTS SUBDIVISION TO THE CITY OF GENTRY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT N 85°58'11" W 208.71' FROM THE SE CORNER OF LOT 4 W.C. HASTINGS ADDITION; THENCE N 85°58'11" W 4.93'; THENCE S 02°42'08" W 5.40'; THENCE N 87°19'48" W 427.54'; THENCE N 02°57'40" E 25.00'; THENCE S 87°19'48" E 432.37'; THENCE S 02°43'41" W 19.71' TO THE POINT OF BEGINNING AND CONTAINING 0.248 ACRES, MORE OR LESS.

Also, a temporary construction easement and right of way across the above-described land, of sufficient area and duration to allow construction of said utility lines and/or pipelines utilities, structures, facilities and appurtenances thereto. Any of Grantor's land disturbed by construction will be restored to pre-construction conditions.

Grantee shall have and is hereby granted the right to remove from the easement all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which, in the opinion of Grantee, restrict access to, constitute a hazard, or endanger the safety, reliability and/or functionality of said utility lines and/or pipelines, utilities, structures, facilities, and appurtenances, and/or endanger the public and/or public safety. Grantee shall also have and is hereby granted the further right at all times to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, for the purpose of installing additional utility lines and/or pipelines, utilities, structures, facilities, and appurtenances and/or for the purpose of performing the various other tasks and actions described herein above.

The Grantors and/or their successors or assigns shall not cause to be constructed any buildings, structures, or other improvements, other than "fences" within the above-described easement and right-of-way. As used herein, the term "fences" does not include walls, walled fences, or combination wall/fences, or any other structure that cannot be readily dismantled if necessary. Further, no trees shall be planted by Grantors or their successors or assigns on said easement and right-of-way. Neither Grantors nor their successors or assigns shall be entitled to any compensation for fences, trees, vegetation, undergrowth, crops, and/or structures which may be removed or disturbed within this permanent easement and right-of-way by virtue of Grantee's exercise of the rights under this agreement. It is further understood that Grantee's easement and right-of-way shall be exclusive and that Grantors and/or their successors and assigns shall convey no parallel and/or otherwise conflicting rights to any person, utility or corporation on, across, through, or under said easements and rights-of-way without the express written permission of Grantee.

The consideration hereinabove mentioned is paid by Grantee and accepted by Grantors and their successors and assigns, as full and total payment for the easement and right-of-way, trees, crops, vegetation, undergrowth, or other obstructions, trimmed or removed from said lands during the construction and maintenance of Grantee's utility lines and/or pipelines, utilities, structures, facilities and all other property of Grantee located on the easements and rights-of-way described above; any and all other claimed damages, of any type, to Grantors' land; and for all other rights and privileges hereinabove set forth.

TO HAVE AND TO HOLD the above-described easement and right-of-way unto said Grantee, their successors and assigns, forever or until said easement and right-of-way is finally abandoned.

This easement and right-of-way is declared to and does inure to the benefit of the public generally, shall run with the land, and shall be binding upon the successors in title and/or interest to the lands herein described or any other part thereof, their mortgagees, lessees, heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF the hand and seal of Grantors is hereunto set this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kevin D. Johnston

\_\_\_\_\_  
Lori D. Johnston

**ACKNOWLEDGMENT**

**STATE OF ARKANSAS**    )  
  )  
**COUNTY OF BENTON**    )

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Kevin D. Johnston and Lori D. Johnston, husband and wife, to me well known as the persons who executed the foregoing Utility Easement and Right of Way, and that they, being duly authorized, have executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

My commission expires: \_\_\_\_\_