R-17-149

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH AR TRISON GROUP, LLC, AR TRISON FARMS, LLC AND KAYE LYNN TANKERSLEY, INDIVIDUALLY FOR THE REMOVAL AND CLEANUP OF RECYCLED CONCRETE ON PROPERTY LOCATED AT 12602 FAULKNER LAKE ROAD IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, on February 2, 2017, Kaye Lynn Tankersley ("Tankersley") submitted an Application for Special Use to the City of North Little Rock to allow for the storage, recycling, and sale of concrete rubble in an R-2 zone for property located at 12602 Faulkner Lake Road, North Little Rock, Arkansas; and

WHEREAS, on February 13, 2017, Tankersley's application was considered by the Council and failed for lack of a second; and

WHEREAS, the storage, recycling, and sale of concrete rubble is not permitted on property zoned R-2; and

WHEREAS, AR Trison Group, LLC, AR Trison Farms, LLC (collectively "Trison") and Tankersley have engaged in the storage, recycling, and sale of concrete rubble on the Property without a Special Use Permit that would permit such use of the Property in violation of the City's zoning code; and

WHEREAS, as a result of engaging in this use of the property, Trison has accumulated recycled concrete rubble on the Property, which it has contracted to sell to a contractor for the Arkansas Department of Transportation for purposes of a highway construction project; and

WHEREAS, it is necessary for this recycled concrete rubble to be delivered to the entity with which Trison has contracted in order for the highway construction project to proceed; and

WHEREAS, it is in the best interests of the parties hereto, and for the general health, safety and welfare of the public, for Trison to be allowed to remove the recycled concrete rubble from the premises so that the highway construction project may proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an Agreement with Trison and Tankersley (substantially similar to Exhibit "A" attached hereto and incorporated herein by reference) to effectuate the removal and cleanup of concrete rubble located on the subject property at 12602 Faulkner Lake Road, more particularly described as follows:

A tract of land in the South 1/2 of Section 1 and in the NE1/4 of the NE1/4 of Section 12 of Township 1 North, Range 11 West; in the SE1/4 of Section 5; in the South 1/2 of Section 6; in the North 1/2 of the North 1/2 of Section 7; and in the North 1/2 of the NW1/4 of Section 8 in Township 1 North, Range 10 West, Pulaski County, Arkansas, more particularly described as: Beginning at a 5/8 inch iron pipe at the Southwest corner of the East 1/2 of the SW1/4 of Section 1, Township 1 North, Range 11 West; thence North 00 degrees 57 minutes 14 seconds East along the West line of the said E1/2 of the SW1/4 of Section 1 for 2662.29 feet to a cotton picker spindle at the Northwest corner of the said East 1/2 of the SW1/4 of Section 1; thence South 89 degrees 07 minutes 55 seconds East along the North line of said Section 1 for 3977.74 feet to a cotton picker spindle on the East line of said Section 1; thence North 01 degree 11 minutes 48 seconds East along the said East line of Section 1 for 494.01 feet to a 5/8 inch iron pipe at the Northwest corner of the South 1/2 of Section 6, Township 1 North, Range 10 West; thence South 88 degrees 42 minutes 43 seconds East along the North line of the said South 1/2 of Section 6 for 4573.10 feet to a cotton picker spindle at the Northeast corner of the said South 1/2 of Section 6; thence South 01 degree 05 minutes 13 seconds West for 2684.90 feet to a 5/8 inch iron pipe at the Southwest corner of Section 5; thence South 88 degrees 24 minutes 38 seconds East along the South line of the SW1/4 of Section 5 for 2694.9 feet to a 3 inch pipe at the Southeast corner of the SW1/4 of Section 5; thence North 01 degree 23 minutes 58 seconds East for 1351.62 feet to a 5/8 inch iron pipe at the Northwest corner of the SW1/4 of the SE1/4 of Section 5; thence South 89 degrees 18 minutes 07 seconds East for 1320.48 feet to a 5/8 inch iron pipe; thence South 00 degrees 51 minutes 50 seconds West for 1339.85 feet to a point; thence North 89 degrees 48 minutes 12 seconds West for 1333.20 feet to a 3 inch pipe at the Northeast corner of the North 1/2 of the NW1/4 of Section 8; thence South 02 degrees 42 minutes 39 seconds West for 1345.23 feet to a 5/8 inch iron pipe at the Southeast corner of the North 1/2 of the NW1/4 of Section 8; thence North 88 degrees 40 minutes 48 seconds West for 2689.73 feet to a 5/8 inch iron pipe; thence North 02 degrees 28 minutes 51 seconds East for 368.15 feet to a 5/8 inch iron pipe; thence North 87 degrees 03 minutes 41 seconds West for 1392.28 feet to an iron pin; thence South 01 degree 07 minutes 38 seconds West for 410.40 feet to a 5/8 inch iron pipe; thence North 88 degrees 48 minutes 15 seconds West for 3203.86 feet to a 5/8 inch iron pipe on the West line of Section 7; thence North 00 degrees 25 minutes 12 seconds East along the West line of Section 7 for 379.25 to a 5/8 inch iron pipe; thence North 62 degrees 48 minutes 04 seconds West for 1177.18 feet to a 5/8 inch iron pipe on the South line of the SE1/4 of Section 1, Township 1 North, Range 11 West; thence South 89 degrees 45 minutes 48

seconds West along the said South line of the SE1/4 of Section 1 for 1550.96 feet to a 5/8 inch iron pipe at the Southwest corner of the said SE1/4 of Section 1; thence North 88 degrees 11 minutes 17 seconds West along the South line of the E1/2 of the SW1/4 of Section 1 for 1313.89 feet to the point of beginning. AND,

Less and Except: Part of the SE1/4 of Section 1, Township 1 North, Range 11 West and part of the South 1/2 of Section 6, Township 1 North, Range 10 West, more particularly described as: Starting at the Southeast corner of said Section 1; thence North 02 degrees 18 minutes 56 seconds East along the East line of said Section 1 for 2128.84 feet to the point of beginning; thence South 89 degrees 37 minutes 56 seconds West for 247.01 feet to a point; thence North 26 degrees 16 minutes 56 seconds East for 313.35 feet to a point; thence North 89 degrees 37 minutes 56 seconds East for 294.57 feet to a point; thence South 00 degrees 22 minutes 04 seconds East for 280.06 feet to a point; thence South 89 degrees 37 minutes 56 seconds West for 188.10 feet to the point of beginning. AND,

Less and Except:

A tract of land lying in the SE1/4 Section 6, Township 1 North, Range 10 West, City of North Little Rock, Pulaski County, Arkansas, and being more particularly described as: Commencing at the Northeast corner of said SE1/4 Section 6; thence South 01 degree 05 minutes 13 seconds West along the East line of said SE1/4 Section 6 for 1106.36 feet to the point of beginning; thence continuing along said East line South 01 degree 05 minutes 13 seconds West for 898.72 feet; thence North 53 degrees 53 minutes 23 seconds West for 863.68 feet; thence North 36 degrees 06 minutes 37 seconds East for 453.48 feet to a point on a curve to the left (Radius 50'); thence along said curve by a chord bearing North 41 degrees 05 minutes 12 seconds East for 99.62 feet; thence North 46 degrees 03 minutes 48 seconds East for 235.03 feet; thence South 44 degrees 42 minutes 57 seconds East for 302.50 feet to the point of beginning. AND,

Less and Except:

A part of the S1/2 Section 6, Township 1 North, Range 10 West; SE1/4 Section 1, Township 1 North, Range 11 West; and NE1/4 NE1/4 Section 12, Township 1 North, Range 11 West, Pulaski County, Arkansas, more particularly described as: Commencing at an iron pipe found at the Southwest corner of SE1/4 Section 1, Township 1 North, Range 11 West; thence North 89 degrees 46 minutes East along the South line of said SE1/4, Section 1 a distance of 1530.36 feet to an iron pin on the Easterly right-of-way line of State Highway No. 391 and the point of beginning; thence Northerly along the said right-of-way on a curve to the left with a radius of 3419.02 feet, an arc length of 178.08 feet; thence along the said right-of-way line of North 20 degrees 37 minutes East a distance of 656.72 feet; thence along the said right-of-way line on a curve to the right with a radius of 2964.22 feet, an arc length of 309.84 feet; thence along the said right-of-way line North 26 degrees 26 minutes East a distance of 1187.20 feet to an iron pin set; thence North 89 degrees 38 minutes East a distance of 391.22 feet to an iron pin found; thence North 00 degrees 20 minutes West a distance of

280.05 feet to an iron pin found; thence South 89 degrees 38 minutes West a distance of 249.96 feet to an iron pin set on the Easterly right-of-way line of State Highway No. 391; thence North 26 degrees 26 minutes East along the said right-of-way line a distance of 520.00 feet; thence North 28 degrees 56 minutes East along the said right-of-way line a distance of 249.35 feet to an iron pin set on the South right-of-way line of Faulkner Lake Road; thence South 88 degrees 42 minutes East along the said South right-of-way line a distance of 1361.97 feet to an iron pin set; thence South 00 degrees 03 minutes East a distance of 836.29 feet to an iron pin set on the centerline of a Power Line Easement; thence South 20 degrees 36 minutes East along the said centerline of Power Line Easement a distance of 1927.86 feet to an iron pin set on the South line of said Section 6; thence North 87 degrees 56 minutes West along said South line a distance of 2396.35 feet to an iron pin set at the Southwest corner of said Section 6; thence South 02 degrees 19 minutes West a distance of 505.60 feet to an iron pin set at the Southeast corner of said Section 1; thence South 00 degrees 26 minutes West a distance of 542.64 feet to an iron pin found; thence North 62 degrees 47 minutes West a distance of 1177.10 feet to an iron pin found; thence South 89 degrees 46 minutes West a distance of 20.62 feet to the point of beginning.

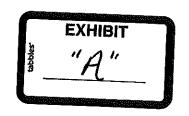
SECTION 2: That upon removal and cleanup of the existing concrete rubble, Trison and Tankersley will immediately cease all activities on the subject property that are not authorized to be conducted on R-2 zoned property.

SECTION32: That this Resolution shall be in full force and effect from and after its passage and approval.

A DDD OVED.

DAGGED.

PASSED:	AFFROVED.
	Mayor Joe A. Smith
SPONSOR:	ATTEST:
Mayor Joe A. Smith APPROVED AS TO FORM:	Diane Whitbey, City Clerk
C. Jason Carter, City Attorney	FILED 11:32 A.MP.M. By ASST City Atty Amy Fields
PREPARED BY THE OFFICE OF THE CITY ATT	TORNEY/b DATE 8-22-17
	Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas RECEIVED BY Mo Thoma



AGREEMENT

This agreement is made and entered into this day of August, 2017, by and between the City of North Little Rock, Arkansas (the "City"); and AR Trison Group, LLC, AR Trison Farms, LLC (collectively, "Trison"), and Kaye Lynn Tankersley ("Tankersley"), all of the foregoing being collectively referred to as "the parties", said agreement to become effective upon the execution of this Agreement by North Little Rock Mayor Joe A. Smith and Kaye Lynn Tankersley, individually and as the authorized agent of Trison, and upon approval and concurrence by the North Little Rock City Council ("Council").

WITNESSETH:

WHEREAS, on February 2, 2017, Tankersley submitted an Application for Special Use to the City of North Little Rock to allow for the storage, recycling, and sale of concrete rubble in an R-2 zone for property located at 12602 Faulkner Lake Road, North Little Rock, Arkansas, more particularly described as:

A tract of land in the South 1/2 of Section 1 and in the NE1/4 of the NE1/4 of Section 12 of Township 1 North, Range 11 West; in the SE1/4 of Section 5; in the South 1/2 of Section 6; in the North 1/2 of the North 1/2 of Section 7; and in the North 1/2 of the NW1/4 of Section 8 in Township 1 North, Range 10 West, Pulaski County, Arkansas, more particularly described as: Beginning at a 5/8 inch iron pipe at the Southwest corner of the East 1/2 of the SW1/4 of Section 1. Township 1 North, Range 11 West; thence North 00 degrees 57 minutes 14 seconds East along the West line of the said E1/2 of the SW1/4 of Section 1 for 2662,29 feet to a cotton picker spindle at the Northwest corner of the said East 1/2 of the SW1/4 of Section 1: thence South 89 degrees 07 minutes 55 seconds East along the North line of said Section 1 for 3977.74 feet to a cotton picker spindle on the East line of said Section 1; thence North 01 degree 11 minutes 48 seconds East along the said East line of Section 1 for 494.01 feet to a 5/8 inch iron pipe at the Northwest corner of the South 1/2 of Section 6, Township 1 North, Range 10 West; thence South 88 degrees 42 minutes 43 seconds East along the North line of the said South 1/2 of Section 6 for 4573.10 feet to a cotton picker spindle at the Northeast corner of the said South 1/2 of Section 6; thence South 01 degree 05 minutes 13 seconds West for 2684.90 feet to a 5/8 inch iron pipe at the Southwest corner of Section 5; thence South 88 degrees 24 minutes 38 seconds East along the South line of the SW1/4 of Section 5 for 2694.9 feet to a 3 inch pipe at the Southeast corner of the SW1/4 of Section 5; thence North 01 degree 23 minutes 58 seconds East for 1351.62 feet to a 5/8 inch iron pipe at the Northwest corner of the SW1/4 of the SE1/4 of Section 5; thence South 89 degrees 18 minutes 07 seconds East for 1320.48 feet to a 5/8 inch iron pipe; thence South 00 degrees 51 minutes 50 seconds West for 1339.85 feet to a point; thence North 89 degrees 48 minutes 12 seconds West for 1333,20 feet to a 3 inch pipe at the Northeast corner of the North 1/2 of the NW1/4 of Section 8; thence South 02 degrees 42 minutes 39 seconds West for 1345.23 feet to a 5/8 inch iron pipe at the Southeast corner of the North 1/2 of the NW1/4 of Section 8; thence North 88 degrees 40 minutes 48 seconds West for 2689.73 feet to a 5/8 inch iron pipe; thence North 02 degrees 28 minutes 51 seconds East for 368.15 feet to a 5/8 inch iron pipe; thence North 87 degrees 03 minutes 41 seconds West for 1392.28 feet to an iron pin; thence South 01 degree 07 minutes 38 seconds West for 410.40 feet to a 5/8 inch iron pipe; thence North 88 degrees 48 minutes 15 seconds West for 3203.86 feet to a 5/8 inch iron pipe on the West line of Section 7; thence North 00 degrees 25 minutes 12 seconds East along the West line of Section 7 for 379.25 to a 5/8 inch iron pipe; thence North 62 degrees 48 minutes 04 seconds West for 1177.18 feet to a 5/8 inch iron pipe on the South line of the SE1/4 of Section 1, Township 1 North, Range 11 West; thence South 89 degrees 45 minutes 48 seconds West along the said South line of the SE1/4 of Section 1 for 1550.96 feet to a 5/8 inch iron pipe at the Southwest corner of the said SE1/4 of Section 1; thence North 88 degrees 11 minutes 17 seconds West along the South line of the E1/2 of the SW1/4 of Section 1 for 1313.89 feet to the point of beginning. AND.

Less and Except: Part of the SE1/4 of Section 1, Township 1 North, Range 11 West and part of the South 1/2 of Section 6, Township 1 North, Range 10 West, more particularly described as: Starting at the Southeast corner of said Section 1; thence North 02 degrees 18 minutes 56 seconds East along the East line of said Section 1 for 2128.84 feet to the point of beginning; thence South 89 degrees 37 minutes 56 seconds West for 247.01 feet to a point; thence North 26 degrees 16 minutes 56 seconds East for 313.35 feet to a point; thence North 89 degrees 37 minutes 56 seconds East for 294.57 feet to a point; thence South 00 degrees 22 minutes 04 seconds East for 280.06 feet to a point; thence South 89 degrees 37 minutes 56 seconds West for 188.10 feet to the point of beginning.

Less and Except:

A tract of land lying in the SE1/4 Section 6, Township 1 North, Range 10 West, City of North Little Rock, Pulaski County, Arkansas, and being more particularly described as: Commencing at the Northeast corner of said SE1/4 Section 6; thence South 01 degree 05 minutes 13 seconds West along the East line of said SE1/4 Section 6 for 1106.36 feet to the point of beginning; thence continuing along said East line South 01 degree 05 minutes 13 seconds West for 898.72 feet; thence North 53 degrees 53 minutes 23 seconds West for 863.68 feet; thence North 36 degrees 06 minutes 37 seconds East for 453.48 feet to a point on a curve to the left (Radius 50'); thence along said curve by a chord bearing North 41 degrees 05 minutes 12 seconds East for 99.62 feet; thence North 46 degrees 03 minutes 48 seconds East for 235.03 feet; thence South 44 degrees 42 minutes 57 seconds East for 302.50 feet to the point of beginning.

AND,

Less and Except:

A part of the S1/2 Section 6, Township 1 North, Range 10 West; SE1/4 Section 1, Township 1 North, Range 11 West; and NE1/4 NE1/4 Section 12, Township 1 North, Range 11 West, Pulaski County, Arkansas, more particularly described as: Commencing at an iron pipe found at the Southwest corner of SE1/4 Section 1, Township 1 North, Range 11 West; thence North 89 degrees 46 minutes East along the South line of said SE1/4, Section 1 a distance of 1530,36 feet to an iron pin on

the Easterly right-of-way line of State Highway No. 391 and the point of beginning; thence Northerly along the said right-of-way on a curve to the left with a radius of 3419.02 feet, an arc length of 178.08 feet; thence along the said right-of-way line of North 20 degrees 37 minutes East a distance of 656.72 feet; thence along the said right-of-way line on a curve to the right with a radius of 2964.22 feet, an arc length of 309.84 feet; thence along the said right-of-way line North 26 degrees 26 minutes East a distance of 1187.20 feet to an iron pin set; thence North 89 degrees 38 minutes East a distance of 391.22 feet to an iron pin found; thence North 00 degrees 20 minutes West a distance of 280.05 feet to an iron pin found; thence South 89 degrees 38 minutes West a distance of 249.96 feet to an iron pin set on the Easterly right-of-way line of State Highway No. 391; thence North 26 degrees 26 minutes East along the said right-of-way line a distance of 520.00 feet: thence North 28 degrees 56 minutes East along the said right-of-way line a distance of 249.35 feet to an iron pin set on the South right-of-way line of Faulkner Lake Road; thence South 88 degrees 42 minutes East along the said South right-of-way line a distance of 1361.97 feet to an iron pin set; thence South 00 degrees 03 minutes East a distance of 836.29 feet to an iron pin set on the centerline of a Power Line Easement; thence South 20 degrees 36 minutes East along the said centerline of Power Line Easement a distance of 1927.86 feet to an iron pin set on the South line of said Section 6; thence North 87 degrees 56 minutes West along said South line a distance of 2396.35 feet to an iron pin set at the Southwest corner of said Section 6; thence South 02 degrees 19 minutes West a distance of 505.60 feet to an iron pin set at the Southeast corner of said Section 1; thence South 00 degrees 26 minutes West a distance of 542.64 feet to an iron pin found; thence North 62 degrees 47 minutes West a distance of 1177.10 feet to an iron pin found; thence South 89 degrees 46 minutes West a distance of 20.62 feet to the point of beginning.

(the "Property"); and

WHEREAS, on February 13, 2017, Tankersley's application was considered by the Council and failed for lack of a second; and

WHEREAS, the storage, recycling, and sale of concrete rubble is not permitted on property zoned R-2; and

WHEREAS, Trison has engaged in the storage, recycling, and sale of concrete rubble on the Property without a Special Use Permit that would permit such use of the Property in violation of the City's zoning code; and

WHEREAS, as a result in engaging in this use of the property, Trison has accumulated recycled concrete rubble on the Property, which it has contracted to sell to a contractor for the Arkansas Department of Transportation for purposes of a highway construction project; and

WHEREAS, it is necessary for this recycled concrete rubble to be delivered to the entity with which Trison has contracted in order for the highway construction project to proceed; and

WHEREAS, it is in the best interests of the parties hereto, and for the general health, safety and welfare of the public, for Trison to be allowed to remove the recycled concrete rubble from the premises so that the highway construction project may proceed.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT:

- 1. Trison and Tankersley will immediately cease all activities on the Property that are not authorized to be conducted on R-2 zoned property, except as authorized by this Agreement and Ordinance No. 8888.
- 2. Trison and Tankersley may sell, remove, and transport from the Property concrete rubble that has been recycled as of the date of this Agreement in order to fulfill Trison's contract with the contractor for the Arkansas Department of Transportation.
- 3. It is specifically understood and agreed by Trison and Tankersley that no additional concrete rubble may be recycled on the Property.
- 4. Prior to removal of the recycled concrete rubble from the Property, Trison will obtain a business license from the City Clerk and Treasurer for the sale of the recycled concrete rubble.
- 5. Removal of the concrete rubble from the Property will be limited to the hours of 8:00 a.m. to 6:00 p.m.
- 6. It is specifically understood and agreed by Trison and Tankersley that the recycled concrete rubble may only be removed from the Property until November 30, 2017, at 6:00 p.m., at which time all removal and transportation of the recycled concrete rubble shall cease.
- 7. It is specifically understood and agreed by Trison and Tankersley that they must strictly comply with all obligations pursuant to this Agreement. Failure to comply with requirement that no additional concrete rubble may be recycled as set forth in Paragraph 3 of this Agreement, the requirement to obtain a business license prior to removing any recycled concrete rubble as set forth in Paragraph 4 of this Agreement, the hours of operation set forth in paragraph 5 of this Agreement, or the completion date set forth in Paragraph 6 of this Agreement, will result in a penalty payable by Trison and Tankersley to the City in the amount of \$500 for each day that Trison and Tankersley are in breach of the requirements Paragraphs 3, 4, 5 or 6 of this Agreement.
- 8. The parties agree that any excess concrete rubble not needed for the Arkansas Department of Transportation project, if any, may be retained on the Property for future use in the development of the Property.
- 9. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Pulaski County, Arkansas.
- 10. No delay or failure to exercise any right under this Agreement shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed

by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

- 11. This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the subject hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.
- 12. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.
- 13. The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein, provided that, this Agreement shall not be effective until approved by official public action of the North Little Rock City Council.
- 14. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.
- 15. This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

CITY OF NORTH LITTLE ROCK, AR	AR TRISON GROUP, LLC
300 Main Street	AR TRISON FARMS, LLC
North Little Rock, AR 72114	5840 Citation Drive
Ву	Scott, AR 72142
Joe A. Smith, Mayor	Kaye Lym Fankersley, Authorized Agent

KAYE LYNN TANKERSLEY, INDIVIDUALLY

5840 Citation Drive

Scott, AR 72142

Kaye Lynn Tankersley

ATTEST:	
Diane Whitbey, City Clerk	