



City of Farmington
354 W. Main Street
P.O. Box 150
Farmington, AR 72730
479-267-3865
479-267-3805 (fax)

PLANNING COMMISSION AGENDA

May 24, 2021

**A meeting of the Farmington Planning Commission will be held on
Monday, May 24, 2021 at 6:00 p.m. at City Hall
354 W. Main Street, Farmington, Arkansas.**

1. Roll Call
2. Approval of the minutes – April 26, 2020
3. Comments from Citizens – the Planning Commission will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
4. **PUBLIC HEARINGS**
 - A. **Future Land Use Plan:**
 - B. **Preliminary Plat–Hillcrest Subdivision**
Property owned by: EBL Investments
Property Location: Hwy 170
Presented by: Blew & Associates, PA
 - C. **Final Plat –Cedar Crest**
Property owned by: Hampton Holdings, LLC.
Property Location: Broyles St. Parcel #760-02400-200
Presented by: Morrison Shipley
 - D. **Variance – Tract Split**
Property owned by: Mark Silva
Property Location: Hwy 62 & Jimmy Devault
Presented by: Mark Silva
 - E. **Conditional Use for Sale of Fireworks:** Hale Fireworks Central Arkansas
Property owned by: Reggie Hale
Property Location: 120 N. Holland St
Presented by: Reggie Hale

Planning Commission Minutes
April 26, 2021 6 PM

1. **ROLL CALL** – Meeting was called to order by Chairman Robert Mann. A quorum was present in person at City Hall. Interested citizens were on Zoom.

PRESENT

Robert Mann, Chair
Howard Carter
Chad Ball
Keith Macedo
Gerry Harris
Judy Horne
Bobby Wilson

ABSENT

Jay Moore

City Employees Present: Mayor Ernie Penn;
Melissa McCarville, City Business Manager; Rick
Bramall, City Building Inspector; Steve Tennant,
City Attorney; Chris Brackett, City Engineer

2. **Approval of Minutes:** February 22, 2021, Special Meeting March 1, 2021, and March 22, 2021, minutes were approved as written.

3. **Comments from Citizens:** There were no comments from citizens.

Public Hearings:

4A. Rezoning from R-2 and C-2 to MF-2 - property owned by Sycamore Investments LLC located at 272 Old Farmington Road presented by Max Deitchler.

Max Deitchler of Sycamore Investments was present to discuss the request as was Mr. Brad Smith of Sycamore Investments. Mr. Smith explained that the townhomes would be located on the site of the old 2-story house that has been razed. The townhomes will be similar to the ones he built just west on Old Farmington Road. They will be 3 bedroom, 2 ½ bath high-end rental properties.

Melissa McCarville's April 26 memo gave the City's recommendation of approval of the rezoning request. Mr. Smith had received a copy of the memo.

Current zoning for this property is R-2 and C-2. The land use plan indicates Low-Medium residential for a portion of this area and Commercial for the remainder. While this request is not strictly in keeping with the current land use plan; it would provide a buffer between the C-2 to the north and the R-1 to the south. Several of the surrounding properties are currently zoned R-2. The property immediately to the west is owned by the petitioner. This property owner has developed in a similar manner to the west of this request. Staff recommends approval of this request.

Gerry Harris had concerns about drainage but Chairman Mann reminded that since only rezoning is being considered (not actual plat) the drainage could be considered at another step in the process.

Chairman Mann opened the floor to the public attending on Zoom but there were no comments.

Chad Ball agreed this would be an appropriate buffer between commercial on Highway 62 and residences on the south side of Farmington Road. He questioned having only one major entry for all the units. Mr. Smith said each unit will have its own driveway; this will be addressed in the Large Scale Development.

Upon roll call, the motion for rezoning from R-2 and C-2 to MF-2 passed unanimously.

4B. Rezoning from R-O to MF-2 - property owned by KSDA Inc./Keith Marrs, 81 S. Hunter, parcel #760-01563-000 presented by Keith Marrs:

Keith Marrs of KSDA, Inc. said he wished to rezone a parcel of land that is 500 ft. from the Highway 62/ Hunter Street intersection. There is a duplex adjacent to this property and a church property is west of the property. He felt it would be a good fit for the property with upscale townhomes planned.

Melissa McCarville presented the City's recommendation. Mr. Marrs had also received a copy.

Current zoning for this property is R-0. R-0 provides for office areas, it also allows residential uses or a combination of office and residential. To the immediate north, south and east of the area is zoned R-0. There is also adjacent R-1 and C-2. The Land Use Plan indicates Low-Medium Residential and Commercial. While the exact development plan for this area is not germane to this request; the improvements on Hwy 170 and the proximity to Hwy 62 makes access to this property compatible with multi-family use. Under R-0, for office use, a 52,000 square foot building could be constructed, at a maximum. Under MF-2, 14 (6,000 square feet/each) units could be built, at a maximum. (Both of these scenarios are without, parking, access, drainage or building setback being considered.) Staff recommends approval of this request.

Chad Ball asked about restrictions on the cell tower on church property to the west. City Inspector Rick Bramall stated the "safe zone" is the length of the tower plus 10%.

Public Comment:

Cody Traywick, 26 Old Depot Road, had two concerns with his property. 1. He wanted to be sure the trees on his property line were protected. 2. He was concerned about drainage issues with new construction.

Chairman Mann stated these concerns will be addressed when Mr. Marrs presents a Large Scale Development in the future. He was assured that he will be contacted when the LSD is on the Planning Commission Agenda. City Engineer Chris Brackett said on a shared property line, the developer (Marrs) will have to confer with Mr. Traywick about protection of the vegetation.

Upon roll call, the motion to rezone from R-O to MF-2 passed unanimously.

4C. Preliminary Plat for property owned by EBL Investments, at Hwy 170 as presented by Blew & Associates, PA:

Chris Brackett read his memo (which Bart Bauer had seen) as follows:

The Preliminary Plat for the Hillcrest Subdivision has been reviewed and we cannot recommend that the Planning Commission approve the current plan based on deficiencies in detention calculations. The current drainage report still shows that the pond bank will overflow in the 100-year storm. This is not acceptable. A minimum of one foot of freeboard will be required due to the structures immediately downstream of this pond. The agreement to enlarge this pond and convert it to a dry detention pond will also be required to be submitted prior to Planning Commission from the owner of the property.

If the Planning Commission decides to approve this plan against our recommendation, this approval should be conditional on the following comments.

1. The Highway 170 improvement are shown on the plat (excluding the drainage). It is our understanding that the owner would like to pay money in lieu of these improvements. The Planning Commission must approve paying money in lieu of these improvements.
2. The fire hydrant locations shown on the plat and the utility plans must be reviewed and approved by the Fire Department.
3. The water and sewer improvements must be reviewed and approved by the Washington Water Authority, Washington County Improvement District No. 5, and the Arkansas Department of Health prior to any construction activities.
4. The developer will be required to pay the City of Prairie Grove sewer access fees at the cost of \$1,100 per lot. Proof of this payment will be required prior to any construction activities.
5. The applicant has requested to use Lot 62 (0.14 Acres) for Parkland Dedication. The Planning Commission will have to make a determination to accept this Parkland.
 - a. If Lot 62 is accepted as Parkland, then Lot 62 will count for 7 lots and the payment in lieu of Park Land Conveyance for the remaining 75 lots will be \$600 per lot or \$45,000.
 - b. If Lot 62 is not accepted as Parkland, the payment in lieu of Park Land Conveyance for 82 lots will be \$600 per lot or \$49,200.
6. A completed Grading Permit Application and fee must be submitted prior to final approval of the plans. A preconstruction conference will be required prior to any mass grading on the site. The owner, their engineering consultant, and their contractor responsible for the best management practices will be required to attend this conference.
7. After a final review set of plans and drainage report has been approved by Olsson, the applicant should submit to the City three (3) sets of full size plans and three (3) sets of half size plans, and two (2) copies of the final drainage report that have been sealed by the engineer of record for final approval and distribution.

The following comments can be addressed in the construction plan submittal.

1. The grading needed to convert the pond to a dry detention pond will have to be shown along with instructions to muck out the existing pond bottom.
2. A trickle channel will be required to be added to the detention pond.

Mr. Brackett said that there is lots of land which can be used to meet the requirements he has set forth. If changes are not made, the detention pond will fail in a 100-year flood; pond must be bigger.

Mr. Bauer said they will work to make whatever changes are needed.

Public Comments: None

Chad Ball objected to having a small .14 acre park that the City would have to drive a long way to maintain. Mayor Penn said the maintenance on pocket parks is a nightmare for the city. So Mr. Bauer said they could eliminate a small pocket park.

Keith Macedo suggested being consistent with street names.

By unanimous vote this agenda item was tabled until the May 24th meeting.

4D. Preliminary Plat - property owned by Riverwood Homes, located between Folsom & High School & Twin Falls south of phase 1 and 2 as presented by Bates and Associates, PA:

Geoff Bates of Bates Engineering stated the next phase will be similar to the other phases.

Chris Brackett presented his recommendations (which Geoff Bates had received):

The Preliminary Plat for the Grove at Engles Mill Subdivision Phases 3 has been reviewed and it is our opinion that the Planning Commission's approval should be conditional on the following comments.

1. The fire hydrant locations shown on the plat and the utility plans must be reviewed and approved by the Fire Department.
2. The water and sewer improvements must be reviewed and approved by the City of Fayetteville Engineering Department and the Arkansas Department of Health prior to any further construction activities.
3. Payment in lieu of Park Land Conveyance will be required for this subdivision. This fee will be \$600 per single family unit (83 lots=\$49,800).
4. A completed Grading Permit Application and fee must be submitted prior to final approval of the plans. A preconstruction conference will be required prior to any mass grading on the site. The owner, their engineering consultant, and their contractor responsible for the best management practices will be required to attend this conference.
5. After a final review set of plans and drainage report has been approved by Olsson, the applicant should submit to the City two (2) sets of full size plans and three (3) sets of half size plans, and two (2) copies of the final drainage report that have been sealed by the engineer of record for final approval and distribution.

The following comments can be addressed in the construction plan submittal.

1. Sidewalk will be required to be built with the infrastructure along Grace Lane on the side of the detention pond to the intersection of Street 7.
2. Lots 131, 132 and 133 will need minimum floor elevations that are two foot above the 100- year WSE of the detention pond.

Gerry Harris asked if Street 7 will have an extension for a sidewalk into the trail around the ball park. It was explained that this could be done without creating a problem of children slipping out of the currently fenced ball park. The trail is outside of the fenced ball park. Mr. Marquess believed that a sidewalk extension might be provided.

Difficulty in finding parking availability at the ball park was discussed. Mayor Penn stated there is enough parking but people will be expected to walk from the Methodist Church and high school parking areas.

Public Comments:

Tommy Johnson 4413 Driftwood Drive in Twin Falls. Mr. Johnson asked if Copperwood Road in Twin Falls will be connected to this new subdivision. Mr. Bates commented there will be no connection to Twin Falls.

Jill Toering, 306 Claybrook Drive, asked for assurance that all the plans and restrictions set out in the PUD would still be honored in Phase 3. It was stated that they will.

Upon roll call, the motion to approve the Preliminary Plat, with City Engineer's conditions, passed unanimously.

4E. Re-Plat- property owned by PBS Properties located on Double Springs Road, presented by James Koch:

The land in question is the former Ecology Park which the City sold recently.

Mr. James Koch representative for Paul Schmidt said they wish to consolidate parcels and vacate City of Fayetteville utility easements (that were never utilized) into a single tract of land in preparation for a multi-family development. This will be presented as a Large Scale Development. They are working with FTN on drainage and the existing flood plain is being reviewed also.

Chris Brackett presented his suggested condition:

The Replat of Lots 12, 13, 14, 15, 16, 19, 20, 21 and the open space area of the Farmington Creek Subdivision has been reviewed and it is our opinion that the Planning Commission's approval should be conditional on the following comments.

1. Provide one original and 6 copies of the recorded replat to the City.

In general discussion, it was noted that this LSD will have tri-plexes and quad-plexes and Chad Ball was very concerned about the increased density this re-platting will allow and reminded that he had voted against selling this city property. There will be green space but not a park. Mr. Brackett said the developer will be very limited with what they can do with the land. There were concerns about flooding since Farmington Branch is the north border of this property. Judy Horne reminded that in initial discussions, a request had been made to provide for a future trail head, perhaps at east edge of property and near the creek. Mr. Koch said before Large Scale Development they will discuss pedestrian access going through development and a sidewalk where a future trailhead might be located. Keith Macedo wanted assurance that the buildings would be built 2' above the 100-year flood plain.

Public Comment: Cindy Kuhns of 277 Ecology Drive was concerned about existing utilities if unused lines were vacated. Mr. Koch said they will not be changing what is there now and contained in an easement for her property. Commissioner Mann stated this was not part of the agenda and that existing water and sewer would not be moved.

Mayor Penn noted that the property has been ten times better than it was and that it was a really good investment.

Upon roll call, Robert Mann called the question to approve the motion passed 6-1 with Chad Ball voting "No".

5. Adjournment: Having no further business the Planning Commission meeting was adjourned.

4F. Re-Plat- property owned by

Judy Horne - Secretary

Robert Mann - Chair

City of Farmington
Application and Checklist
Preliminary Plat

Please fill out this form completely, supply all necessary information to support your request. Your application will not be placed on the agenda for Technical Plat Review or Planning Commission until all information is furnished.

Applicant: Bart Bauer Day Phone: 479-283-0153
Address: 3509 Copper Ridge Road Little Rock, AR 72756
Representative: Blew & Associates, PA Day Phone: 479-443-4506
Address: 5104 S. Pinnacle Hills Pkwy, Suite 1C Fax: _____
Property Owner: Nick Limbird, EBL Investments Day Phone: 855-755-7653
Address: 3509 Copper Ridge Road Little Rock, AR 72756

Indicate where correspondence should be sent (circle one): Applicant – Representative -- Owner

Fee: A non-refundable review fee of **\$2,000** is required at the time the application is accepted. In the event engineering review fees and costs exceed \$2,000, the owners and/or developers shall reimburse the City of Farmington for all additional expenses incurred prior to review by the Farmington Planning Commission. In the event the Farmington Planning Commission requires modifications to the subdivision plat and additional engineering fees and costs are incurred, the owners and/or developers shall reimburse the City of Farmington before the plat is resubmitted to the Farmington Planning Commission.

For office use only:

Fee paid \$ _____ Date _____ Receipt # _____

Describe Proposed Property In Detail (Attach additional pages if necessary)

Property Description

Site Address -- Arkansas Hwy 170, Farmington, AR

Current Zoning -- R-1

Attach legal description

Financial Interests

The following entities or people have a financial interest in this project:

Applicant/Representative: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incomplete, incorrect or false information is grounds for invalidation of the application. I understand that the City of Farmington may not approve my application or may set conditions on approval.

Bart Bauer Date 3/22/21
Applicant Signature

Property Owner/Authorized Agent: I certify under penalty of perjury that I am the owner of the property that is the subject of this application and that I have read this application and consent to its filing. (If signed by the authorized agent, a letter from the property owner must be provided indicating that the agent is authorized to act on his behalf.)

[Signature] Date 3/22/21
Owner/Agent Signature

LSD/Subdivision Application Checklist:

Yes No N/A, why?

1. Completed application form which includes: name and address of person preparing application, name and address of property owner, including written, notarized documentation to verify that the applicant has permission to locate on property, zoning district, size of property, postal address and tax parcel number.	X		
2. Payment of application fee.	X		
3. A descriptive statement of the objective(s) for the new facility or material modification and the need for the type of facility and/or capacity requirements.	X		
4. Fifteen (15) copies of the site plan folded to a size of no greater than 10" X 10 ½ ".	X		
5. List of adjacent property owners and copy of notification letter sent. *	X		
6. White receipts from post office and green cards from registered letters (at least 7 days prior to the meeting).			In Progress, Before Meeting
7. Proof of publication of public hearing notice, should be published a minimum of 10 days prior to planning commission meeting (proof must be provided at least 7 days prior to the meeting).			In Progress, Before Meeting
The Following Shall Appear on the Site Plan:			
1. Names, addresses and telephone numbers of the record owners, applicant, surveyor, architect, engineer and person preparing the plat.	X		
2. Names, addresses and property lines and zoning of all property owners adjacent to the exterior boundaries of the project including across streets and rights of way shall be located at the general location of their property.*	X		
3. North arrow, graphic scale, acreage, date of preparation, zoning classification and proposed use.	X		
4. Complete and accurate legend.	X		
5. Title block located in the lower right hand corner indicating the name and type of project, scale, firm or individual preparing drawings, date and revision.	X		
6. Note regarding wetlands determination, if any. Note if Army Corps of Engineers determination is in progress.		X	
7. Written legal description. (If the project is in more than one tract the legal for each individual tract must be provided.)	X		
8. P.O.B. from a permanent well-defined reference point, P.O.B. must be clearly labeled.	X		
9. Clear representation of the FEMA Designated 100-year Floodplain and or Floodway and base flood elevations. Reference the FIRM panel number and effective date and the Corps of Engineers Flood Hazard Study.		X	No Flood Plain
10. Status of regulatory permits:			
a. NPDES Storm water Permit		X	Too Early
b. 404 Permit		X	
c. Other			
11. Provide a benchmark, clearly defined with a precision of 1/100 th of a foot. This benchmark must be tied to NAVD 88 datum; Benchmarks include but are not limited to, the following: fire hydrant, manhole rim, drainage structure	X		

abutment, etc.			
12. Spot elevations at grade breaks along the flow line of drainage swales.	X		
13. A general vicinity map of the project at a scale of 1" = 2000'	X		
14. The location of all existing structures. Dimensions of buildings and setbacks from the building to property lines.	X		
15. Street right-of-way lines clearly labeled. The drawing shall depict any future ROW needs as determined by the AHTD and/or Master Street Plan. Future ROW as well as existing ROW and center lines should be shown and dimensioned.	X		
16. Existing topographic information with source of the information noted. Show:	X		
a. Two foot contour for ground slope between level and ten percent.	X		
b. Four foot contour interval for ground slope exceeding 10%.			
17. Preliminary grading plan.	X		
Existing Utilities and Drainage Improvements (Copy of the <u>Drainage Criteria Manual</u> can be obtained from the City of Farmington)			
1. Show all known on site and off-site existing utilities, drainage improvements and easements (dimensioned) and provide the structures, locations, types and condition and note them as "existing" on the plat.	X		
2. Existing easements shall show the name of the easement holder, purpose of the easement, and book and page number for the easement. If an easement is blanket or indeterminate in nature, a note to this effect should be placed on the plan.	X		
Proposed Utilities			
1. Regarding all proposed storm sewer structures and drainage structures:	X		
a. Provide structure location and types.	X		
b. Provide pipe types and sizes.	X		
2. Regarding all proposed sanitary sewer systems	X		
a. Provide pipe locations, sizes and types.	X		
b. Manhole locations.	X		
3. Note the occurrence of any previous sanitary sewer overflow problems on-site or in the proximity of the site			
4. If a septic system is to be utilized, note that on the plat. Show the location and test data for all percolation tests.			X
5. Regarding all proposed water systems on or near the site:	X		
a. Provide pipe locations, sizes and types.			
b. Note the static pressure and flow of the nearest hydrant.		X	
c. Show the location of proposed fire hydrants, meters, valves, backflow preventers and related appurtenances.	X		
6. All proposed underground or surface utility lines if determined: (this category includes but is not limited to telephone, electrical, natural gas and cable.)	X		
a. Locations of all related structures.	X		
b. Locations of all lines above and below ground.	X		
c. A note shall be placed where streets will be placed under the existing overhead facilities and the	X		

approximate change in the grade for the proposed street.	X		
7. The width, approximate locations and purposes of all proposed easements or rights-of-way for utilities, drainage, sewers, flood control, ingress/egress or other public purposes within and adjacent to the project.	X		
Proposed and Existing Streets, Rights-of –way and Easements			
1. The location, widths and names (avoid using first names of people for new streets) of all exiting and proposed streets, allies, paths and other rights-of-way, whether public or private within and adjacent to the project; private easements within and adjacent to the project; and the centerline curve data; and all curb return radii. Private streets shall be clearly identified and named.	X		
2. A layout of adjoining property sufficient detail to show the affect of proposed and existing streets (including those on the master street plan), adjoining lots and off-site easements. This information can be obtained from the Master Street Plan.	X		
3. The location of all existing and proposed street lights (at every intersection, cul-de-sac and every 300 feet, and associated easements to serve each light.)	X		
Site Specific Information			
1. Provide a note describing any off site improvements.	X		
2. The location of known existing or abandoned water wells, sumps, cesspools, springs, water impoundments and underground structures within the project.	X		
3. The location of known existing or proposed ground leases or access agreements, if known. (e.g. shared parking lots, drives, areas of land that will be leased.)	X		
4. The location of all known potentially dangerous areas, including areas subject to flooding, slope stability, settlement, excessive noise, previously filled areas and the means of mitigating the hazards (abatement wall, signage, etc.)	X		
5. The boundaries, acreage and use of existing and proposed public area in and adjacent to the project. If land is to be offered for dedication for park and recreation purposes it shall be designated.	X		
6. For large scale residential development, indicate the use and list in a table the number of units and bedrooms.	X		
7. For non-residential use, indicate the gross floor area and if for multiple uses, the floor area devoted to each type of use. (Large Scale Developments only.)			X
8. The location and size of existing and proposed signs, if any.	X		
9. Location and width of curb cuts and driveways. Dimension all driveways and curb cuts from side property line and surrounding intersections.	X		
10. Location, size, surfacing, landscaping and arrangement of parking and loading areas. Indicate pattern of traffic flow; include a table showing required, provided and handicapped accessible parking spaces. (Large Scale Developments only.)			X
11. Location of buffer strips, fences or screen walls, where required (check the zoning ordinance).	X		
12. Location of existing and purposed sidewalks.	X		
13. Finished floor elevation of existing and purposed structures.			X
14. Indicate location and type of garbage service (Large Scale			X

Developments only.) Dimension turnaround area at dumpster location.			X
15. A description of commonly held areas, if applicable.	X		
16. Draft of covenants, conditions and restrictions, if any.		X	
17. Draft POA agreements, if any.		X	
18. A written description of requested variances and waivers from any city requirements.		X	
19. Show required building setbacks for large scale developments. Provide a note on the plat of the current setback requirements for the subdivision. A variance is necessary from the Board of Adjustment for proposed setbacks less than those set forth in the zoning district.			X
20. Preliminary drainage plan as required by the consulting engineer.	X		

**All applicants submitting preliminary plats and Large Scale Developments before the Farmington Planning Commission shall provide written notice of the time and place of the regular or special meeting to the owners of all real property adjacent to the project. The notice shall include the name and address of the applicant, location of the project, and the time and place of the scheduled meeting. Notices shall be sent by certified mail, return receipt requested, to the last known address shown on the most recent tax records at the Washington County Tax Collector's Office. (A sample notification and affidavit is attached.) Applicants must submit a verified affidavit attesting to the delivery of the notice to all owners of real property adjacent to the project, a copy of the notice to each property owner, and copies of receipts evidencing pre-paid postage for each notice. The affidavit and supporting documents referred to above must be submitted seven (7) days prior to the regular or special meeting of the planning commission.*



MEMO

TO: Farmington Planning Commission

FROM: Christopher B. Brackett, P.E.

RE: Hillcrest Subdivision

DATE: May 24, 2021

NOTES:

The Preliminary Plat for the Hillcrest Subdivision has been reviewed and it is our opinion that the Planning Commission's approval should be conditional on the following comments.

1. The Highway 170 improvement are shown on the plat (excluding the drainage). It is our understanding that the owner would like to pay money in lieu of these improvements. The Planning Commission must approve paying money in lieu of these improvements.
2. The fire hydrant locations shown on the plat and the utility plans must be reviewed and approved by the Fire Department.
3. The water and sewer improvements must be reviewed and approved by the Washington Water Authority, Washington County Improvement District No. 5, and the Arkansas Department of Health prior to any construction activities.
4. The developer will be required to pay the City of Prairie Grove sewer access fees at the cost of \$1,100 per lot. Proof of this payment will be required prior to any construction activities.
5. Payment in lieu of Park Land Conveyance will be required for this subdivision. The payment for 82 lots will be \$600 per lot or \$49,200.
6. A completed Grading Permit Application and fee must be submitted prior to final approval of the plans. A preconstruction conference will be required prior to any mass grading on the site. The owner, their engineering consultant, and their contractor responsible for the best management practices will be required to attend this conference.
7. After a final review set of plans and drainage report has been approved by Olsson, the applicant should submit to the City two (2) sets of full size plans and three (3) sets of half size plans, and two (2) copies of the final drainage report that have been sealed by the engineer of record for final approval and distribution.

**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT**

Applicant: EBL Investments

Date: 04/06/2021

Project Name: Hillcrest Subdivision

Engineer/Architect: Blew & Associates, PA

Following are recommendations from the Technical Plat Review Committee that **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A narrative addressing each comment must be submitted along with the revised plat.

Representing: City of Farmington, AR

Name: Judy Horne, Re: Landscape Ordinance
479-267-1022 jhorne923@gmail.com

1. Subdivisions are required to include a dedicated park within the subdivision OR pay a fee into the City's Park Fund in lieu of creating dedicated park space in the subdivision. (Article XII Sections A. through P of the Landscaping Ordinance.) A. and B. below show the two options. Fee-in-Lieu-of-Park would be \$600 X ~~81~~ ⁸³ usable lots = ~~\$48,600~~ \$49,800. *jh*

- A. **Ratios for Dedication.** Developers of residential developments shall dedicate, in perpetuity, to the City of Farmington land area, exclusive of streets, for a park and/or trails within the development. Land shall be dedicated at a ratio of .02 acre (870 sq. ft.) of land for each single-family dwelling unit and .01 acre (435 sq. ft.) of land for each multi-family dwelling unit.
- B. **Fee Payment In Lieu of Land Conveyance.** In lieu of land dedication, developer shall contribute to the Farmington City Parks and Trails Development Fund \$600.00 for each single-family unit and \$300.00 for each multi-family unit. The City shall review the designated fees every two (2) years and make adjustment suggestions to the City Council.

Plat indicates Lot 47 (.32 acre) and Lot 62 (.14 acre) as "Private Park" for total .46 acres. Using A. Ratios for Dedication above, the required park land is ~~81~~ ⁸³ useable lots X .02 acre = 1.62 acres. Using this formula, remaining land-needed for park = 1.16 acres. *83 lots jh*

However, there are 2 additional parcels (no acreage shown) that are Non-Buildable. Indicate if these are also to be made into dedicated park land. If not, developer must pay a pro-rated amount into the City of Farmington City Parks and Trails Development Fund. This can't be accurately calculated until developer's intent is known. *je*

See page 2 for map of area being discussed here.

Received By: _____

CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT

Applicant: EBL Investments

Date: 03/06/2021

Project Name: Hillcrest Subdivision

Engineer/Architect: Blew & Associates, PA

Following are **recommendations** from the Technical Plat Review Committee that **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A narrative addressing each comment must be submitted along with the revised plat.

Representing: WWA Name: Zak Johnston, P.E.

General Note: The following represents a preliminary review of the proposed project for general design guidance in relation to the Farmington Planning Commission process. If approved, a set of construction grade plans, including, but not limited to, a formal Utility Plan, Grading Plan, Construction Details, and specifications shall be submitted to the WWA office for review and approval before being submitted to the Arkansas Department of Health.

1) All Sheets: Please field locate the existing 12" water main. Coordinate with the WWA office to pothole potential areas of conflict with proposed infrastructure to determine top of pipe elevations to include on the plans.

2) All Sheets: For the portion of the project that will utilize the existing 12" water main, ensure the grading plan does not remove soil from existing ground level.

Received By: _____

CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT

Applicant: Riverwood Homes LLC

Date: 03/06/2021

Project Name: Hillcrest Subdivision

Engineer/Architect: Blew & Associates, PA

Following are **recommendations** from the Technical Plat Review Committee that **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A narrative addressing each comment must be submitted along with the revised plat.

Representing: WWA Name: Zak Johnston, P.E.

7) Sheets C5-1 through C5-3: The existing 12" water main will not be taken offline to cut-in tees or crosses. Please show tapping sleeves and tapping cross, with gate valves, for each corresponding connection.

8) Sheets C5-1 through C5-3: All proposed water mains will need to be installed 10' minimum from R/W.

9) Sheets C5-1 through C5-3: All proposed Fire Hydrants will need to be able to be isolated for flushing. Please include gate valves both upstream and downstream of each hydrant.

10) Sheets C5-1 through C5-3: All proposed water taps on the existing 12" water main will be performed by WWA at the owners expense. Please contact the WWA office for pricing details.

Received By: _____

**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT**

Applicant: ELB Investments

Date: 04/6/2021

Project Name: Hillcrest Subdivision

Engineer/Architect: Blew & Associates

Following are **recommendations** from the Technical Plat Review Committee that **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A narrative addressing each comment must be submitted along with the revised plat.

Representing: City of Farmington Name: Melissa McCarville

1. Engineering fees will accumulate as the development continues. We will bill the engineer or the developer monthly.
2. Adjacent property owners must be notified by certified mail; receipts should be submitted by one week prior to the Planning Commission meeting. Please add a note on your letter that the meeting is through Zoom for public participation. Only petitioners, staff and planning commissioners will be allowed in the meeting. Seems like you are notifying more than just those who are adjacent.
3. An advertisement regarding the development should be in the paper no later than 15 days prior to the planning commission meeting. Proof of publication must be provided when it is available. The Democrat Gazette only publishes legal notices on Sunday and the Washington County Enterprise Leader is published on Wednesday. Please add a note on your publication that the meeting is through Zoom and no one will be allowed in City Hall in person. **With this in mind, the ad must be in Sunday, April 11, 2021 to meet the deadline.**
4. The revised plan must be submitted by next Tuesday, 13th by noon. The City requires 15 copies for planning commission. The Planning Commission needs only a site plan and a landscape plan. Plans must be folded with all sheets included in one set.
5. A revised copy of the plan and drainage plan should be delivered directly to Chris Brackett at his office.
6. Planning Commission meeting will be **Monday, April 26, 2021 at 6:00 pm**. We are doing in person meetings for petitioners and their representatives; we will still provide information for virtual meetings for public participation. Please provide me with email addresses for whoever wants to participate in that meeting. My email is melissamccarville@cityoffarmington-ar.gov. A link for the meeting will be sent out closer to the date. Please watch our Facebook page and website for details.

**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT**

Applicant: EBL Investments, LLC

Date: April 6, 2021

Project Name: Hillcrest Subdivision

Engineer/Architect: Blew & Associates, P.A.

Following are **recommendations** from the Technical Plat Review Committee which **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12:00 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A **narrative** addressing each comment must be submitted along with the revised plat.

Representing: City of Farmington

Name: Christopher B. Brackett, P. E.

1. Note that the instructions above say that the technical plat comments must be addressed prior to re-submission, and that a narrative for each comment must also be submitted along with the revised plat.
2. Highway 170 is a Minor Arterial on the Farmington Master Transportation Plan. Minor Arterials require 72' Right-of-Way, 49' of pavement with 5' of sidewalk and 6' of greenspace. This development will be required to pay money in lieu of their half of Highway 170 improvement.
3. The handicap ramps shown do not meet ADA standards. One ramp directed into the center of the intersection is not acceptable.
4. Label the sidewalk and greenspace on the Preliminary Plat. Hatch the sidewalk.
5. Written approval from Valley View Golf LLC will be required for the grading shown on their property and the use of their pond.
6. What is and where is the outlet structure in the detention pond?
7. Drainage Report:
 - There appears to be two different study points but there is only one pre and post table. Verify which hydrographs were used for the pre and post areas in the table and show both study points.
 - The detention pond report is not included in the drainage calculations. Verify if there is an outlet structure in the existing pond and how it drains. Include the detention pond showing this outlet in the report.

**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT**

Applicant: Riverwood Homes LLC

Date: 3/6/2021

Project Name: Hillcrest Subdivision

Engineer/Architect: Bates & Associates, Inc.

Following are recommendations from the Technical Plat Review Committee that **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A narrative addressing each comment must be submitted along with the revised plat.

Representing: Fire Department Name: Hellard
None

Received By: _____

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

April 12, 2021

City of Farmington
354 W. Main Street
Farmington, AR 72730

SUBJECT: Hillcrest Subdivision

Technical Plat Review 04/06/2021

Review Comments

Reviewed by Judy Horne, Melissa McCarville, Chris Brackett

Comments: Judy Horne

1. Subdivisions are required to include a dedicated park within the subdivision OR pay a fee in to the City's Park Fund in lieu of creating a dedicated park space in the subdivision. (Article XII, Sections A. through P. of the Landscaping Ordinance). A. and B. show the two options. Lee-in-Lieu-of-Park would be \$600 x 83 useable lots = \$49,800.
 - A. Rations for Dedication – Developers of residential developments shall dedicate, in perpetuity, to the City of Farmington land area, exclusive of streets, for a park and trails within the development. Land shall be dedicated at a ration of 0.02 acres (870 SF) of land for each single family dwelling unit and 0.01 acres (435 SF) of land for each multi-family unit.
 - B. Fee Payment in Lieu of Land Conveyance – In lieu of land dedication, developer shall contribute to the Farmington City Parks and Trails Development fund \$600.00 for each single family unit and \$300.00 for each multi family unit. The city shall review the designated fees every two years and make adjustments suggestions to the City Council.

Response: Noted. Lot #62 (0.14 acres) is to be designated Park Area. The remaining fee for the park area will be a ratio calculated once the plat is finalized.

Comments: Melissa McCarville

1. Engineering fees will accumulate as the development continues. We will bill the engineer or developer monthly.

Response: Noted.

2. Adjacent property owners must be notified by certified mail; receipts should be submitted by one week prior to the Planning Commission meeting. Please add a note on

your letter that the meeting is through zoom for public participation. Only petitioners, staff and planning commissioners will be allowed in the meeting.

Response: Notifications have been sent.

3. An advertisement regarding the development should be in the paper no later than 15 days prior to the planning commission meeting. Proof of publication must be provided when it is available. The Ad must be in by Sunday, April 11, 2021 to meet the deadline.

Response: Advertisement is scheduled to be printed.

4. The revised plan must be submitted by Tuesday, 13th, by noon. The City requires 15 copies for planning commission. The Planning Commission needs only a site plan and a landscape plan. Plans must be folded with all sheets included in one set.

Response: Plans are included with this submission.

5. A revised copy of the plan and drainage plan should be delivered to Chris Brackett at his office.

Response: Plan and report submitted. d

6. Planning Commission meeting shall be Monday, April 26th, 2021 at 6:00 PM. We are doing in person meetings for petitioners and their representatives. We will still provide information for virtual meetings for public participation. Please provide me with the e-mail address for whomever will participate. A link for the meeting will be sent out closer to the date.

Response: Noted.

Comments: Chris Brackett, P.E.

1. Note that the instructions say the technical plat comments must be addressed prior to re-submission, and that a narrative for each comment must also be submitted along with the revised plat.

Response: Noted.

2. Highway 170 is a Minor Arterial on the Farmington Master Transportation Plan. Minor Arterial Roads require 72' right-of-way of pavement with 5' of sidewalk and 6' of greenspace. This development will be required to pay a fee in lieu of their half of the highway improvements.

Response: Noted. Developer plans on paying the fee in lieu.

3. The handicap ramps shown do not meet the ADA standards. One ramp directed into the center of the intersection is not acceptable.

Response: The Ramps have been reconfigured.

4. Label sidewalk and greenspace on the Preliminary Plat. Hatch the sidewalk

Response: The sidewalk and green space are more clearly indicated.

5. Written approval from Valley View Golf LLC will be required for the grading shown on their property and the use of their pond.

Response: Approval from Valley View Golf LLC has been obtained.

6. What and where is the outlet structure for the detention pond?

Response: The outlet structure is an existing 24" HDPE pipe at the southwest corner of the pond.

7. Drainage Report – There appear to be two different study points but there is only one pre and post table. Verify which hydrographs were used for the pre and post areas in the table and show both study points.

Response: The report has been updated.

8. Drainage Report – There the detention pond report is not included in the drainage calculations. Verify if there is an outlet structure in the exiting pond and how it drains. Include the detention pond showing this outlet in the report.

Response: The report has been updated.

Sincerely,



W. Cody Sexton
Blew & Associates, PA

April 12, 2021

Washington Water Authority
12567 W Highway 62
Farmington, AR 72730

SUBJECT: Hillcrest Subdivision

Zak Johnson, P.E.

Technical Plat Review 04/06/2021

Review Comments

Reviewed by Zak Johnson

Civil Plans

1. All Sheets: Please field locate the existing 12" Water Main. Coordinate with WWA Office to pothole potential areas of conflict with proposed infrastructure to determine top of pipe elevations to include on the plans.

Response: We have discussed with Zak Johnson. Pothole locations will be added to the plans prior to the Final Plans.

2. All Sheets: For the portion of the project that will utilize the existing 12" water main, ensure the grading plan does not remove soil from existing ground level.

Response: No significant soil removal is anticipated above the corridor of the existing 12" water main.

3. All Profile Sheets: Please add existing and proposed water mains, with corresponding stations and sizes to the profiles.

Response: Noted, Data will be shown on profiles.

4. Sheet C1-1: Add note "Mandatory Pre-Construction meeting shall be held sat the WWA office before construction begins."

Response: Noted.

5. Sheets C5-1 through C5.3: Please field locate and show the 2" water main that runs parallel to, and along the south east side of Highway 170 on the plans.

Response: The location has been added, based on data provided by WWA.

6. Sheets C5-1 through C5-3: All water mains, both existing and proposed, running under proposed streets will need to be encased with steel encasement from R/W to R/W.

Response: Steel Encasement has been added to all crossings on the plans.

7. Sheets C5-1 through C5-3: The existing 12" water main will not be taken offline to cut-in tees or crosses. Please show tapping sleeves and tapping cross with Gate Valves, for each corresponding connection.

Response: The Tee tap has been updated to Tapping Sleeves. The 12" line will not be interrupted during construction.

8. Sheets C5-1 through C5-3: All proposed water mains need to be installed 10' minimum from R/W.

Response: Noted.

9. Sheets C5-1 through C5-3: All proposed fire hydrants will need to be able to be isolated for flushing. Please include gate valves both upstream and downstream of each hydrant.

Response: Additional gate valves have been added to each hydrant.

10. Sheets C5-1 through C5-3: All proposed water taps on the existing 12" water main will be performed by WWA at owner's expense. Please contact the WWA office for pricing details.

Response: Noted.

11. Sheet C5-1: Fittings, including, but not limited to reducers will not be permitted under the pavement.

Response: Noted. This note has been added to some areas where the scaling of the symbols could be misinterpreted.

12. Sheets C5-3: An additional connection to the existing 2" water main along HWY 170 will need to be made in the vicinity of Barn Valley Rd. Please show the water main extending along Barn Valley Rd and corresponding 16" Bore/Fittings for this connection.

Response: The additional connection to the 2" water main has been added. The connection will be bored under HWY 170 and will locate a new hydrant on the south side of the highway.

13. In an effort to reduce review times and resubmittals to WWA, Feel free to call the WWA office if you have questions or need to see additional technical guidance.

Response: Noted.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Cody Sexton". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

W. Cody Sexton
Blew & Associates, PA

NOTICE OF PUBLIC HEARING

A petition for Preliminary Plat for the property as described below has been filed with the City of Farmington on the 23rd day of March, 2021

TRACT 2

A PART OF THE SW1/4 OF THE NE1/4 AND A PART OF THE SE1/4 OF THE NW1/4 OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET IRON PIN FOR THE NORTHEAST CORNER OF SAID SW1/4 OF THE NE1/4, AND RUNNING THENCE ALONG THE EAST LINE OF SAID SW1/4 OF THE NE1/4 S02°30'18" W 429.13' TO A SET IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY 170, THENCE LEAVING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 893.70', AN ARC LENGTH OF 69.82', AND A CHORD BEARING AND DISTANCE OF S59°54'17" W 69.81', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY THE FOLLOWING 5 COURSES AND DISTANCES: S62°08'34" W 162.16', S62°38'52" W 505.73', S62°29'34" W 182.29', S61°51'27" W 60.58', AND S60°24'46" W 109.54', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 347.80', AN ARC LENGTH OF 127.89', AND A CHORD BEARING AND DISTANCE OF S50°31'15" W 127.17', THENCE S37°01'37" W 49.03' TO A SET IRON PIN, THENCE LEAVING SAID RIGHT-OF-WAY N87°13'14" W 296.62' TO A FOUND IRON PIN, THENCE N87°26'10" W 523.44' TO A FOUND IRON PIN, THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 6430.66', AN ARC LENGTH OF 1221.21', AND A CHORD BEARING AND DISTANCE OF N27°17'08"E 1219.38' TO A SET IRON PIN ON THE NORTH LINE OF SAID SE1/4 OF THE NW1/4, THENCE WITH THE NORTH LINE OF SAID SE1/4 OF THE NW1/4 S87°19'21"E 45.25' TO A SET IRON PIN FOR THE NORTHWEST CORNER OF SAID SW1/4 OF THE NE1/4, THENCE WITH THE NORTH LINE OF SAID SW1/4 OF THE NE1/4 S87°22'39"E 1326.14' TO THE POINT OF BEGINNING. CONTAINING 31.95 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TOGETHER WITH

A PART OF THE SE1/4 OF THE NW1/4 AND A PART OF THE NE1/4 OF THE SW1/4 OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A FOUND IRON PIN FOR THE NORTHWEST CORNER OF LOT 1, SHANNONDOAH VALLEY, PHASE I, A SUBDIVISION TO WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 11, PAGE 39, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND RUNNING THENCE S01°01'22" W 186.56' TO A FOUND IRON PIN, THENCE N87°40'20" W 75.59' TO A FOUND IRON PIN, THENCE N02°58'26" W 54.98' TO A FOUND IRON PIN, THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 177.82', AN ARC LENGTH OF 128.18', AND A CHORD BEARING AND DISTANCE OF N19°29'17" W 125.42' TO A FOUND IRON PIN, THENCE N23°36'29" W 64.82' TO A FOUND IRON PIN, THENCE N16°12'30"E 30.94' TO A FOUND IRON PIN, THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 55.93', AN ARC LENGTH OF 48.80', AND A CHORD BEARING AND DISTANCE OF N01°44'28" W 47.27' TO A FOUND IRON PIN, THENCE N36°26'47" W 27.37' TO A SET IRON PIN, THENCE N72°27'40" W 27.59' TO A SET IRON PIN, THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 343.27', AN ARC LENGTH OF 270.61', AND A CHORD BEARING AND DISTANCE OF S79°08'25" W 263.65' TO A FOUND IRON PIN, THENCE N88°48'26" W 153.60' TO A FOUND IRON PIN, THENCE N33°30'48"E 150.88' TO A FOUND IRON PIN, THENCE S87°26'10"E 523.45' TO A FOUND IRON PIN, THENCE S02°23'17" W 212.45' TO THE POINT OF BEGINNING. CONTAINING 1.96 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

A public hearing to consider this Preliminary Plat will be held on the 26th day of April, 2021, at six o'clock p.m. at Farmington City Hall, 354 West Main, Farmington, Arkansas. All interested persons are invited to attend.

**NOTICE OF PUBLIC HEARING BEFORE
THE FARMINGTON PLANNING COMMISSION
ON AN APPLICATION FOR PRELIMINARY PLAT**

To All Owners of land lying adjacent to the property at:

11294 N. Highway 170, Farmington, AR 72730

Location

EBL Investments

Owned by

NOTICE IS HEREBY GIVEN THAT an application has been filed for PRELIMINARY PLAT of the above property .

A public hearing on said application will be held by the Farmington Planning Commission at Farmington City Hall, 354 W. Main St. on April 26, 2021 at 6:00 p.m.

All parties interested in this matter may appear and be heard at said time and place; or may notify the Planning Commission of their views on this matter by letter. All persons interested in this request are invited to call or visit the City Business Manager at City Hall, 354 W. Main, 479-267-3865.



Owner Name	Mailing Address	City	State	Zip	PID	Property Address
Irvin, Richard & Beverly	11133 Spring Mountain Dr	Farmington	AR	72730	760-02931-000	11136 N Hwy 170
Harper, David & Donna	11152 N Hwy 170	Farmington	AR	72730	760-02926-000	11152 N Hwy 170
Harper, David & Donna	11152 N Hwy 170	Farmington	AR	72730	760-02921-001	11152 N Hwy 170
Ratchford, Travis & Trevak	PO Box 326	Farmington	AR	72730	760-03630-000	11193 N Hwy 170
Ratchford, Travis & Trevak	PO Box 326	Farmington	AR	72730	760-02925-000	Effie Way
Ratchford, Travis & Trevak	PO Box 326	Farmington	AR	72730	760-02921-000	11209 N Hwy 170
Black, Jimmy and Joni	11209 N Hwy 170	Farmington	AR	72730	760-02897-000	11209 N Hwy 170
Thompson, Jeffrey and Shelly	11247 N Hwy 170	Farmington	AR	72730	760-02898-000	11247 N Hwy, Farmington, AR
David, Sandra	3601 SW Deerfield Blvd Unit 2	Bentonville	AR	72713	760-02906-000	11212 N Hwy 170, Farmington, AR
Boyd, Loreta	11816 Stratford Rd #3210	Farmington	AR	72730	760-02904-000	11816 Stratford Rd
Willhite, Don & Linda	11858 Stratford Rd.	Farmington	AR	72730	760-02901-000	
Blakemore, Larry & Gloria	11918 N Hwy 170	Farmington	AR	72730	760-02900-000	11918 N Hwy 170
Boyd, Tyler and Mekeshia	11272 N Hwy	Farmington	AR	72730	760-02905-000	11272 N Hwy 170
Willhite, Don and Linda	11858 Stratford Rd.	Farmington	AR	72730	760-02907-000	11858 Stratford Rd
Grubbs, Richard Lee	11858 Stratford Rd.	Farmington	AR	72712	760-02908-000	11800 Stratford RD
Carnes, Billie L. Revocable Trust	1215 NE Waverly Way	Bentonville	AR	72730	760-02892-000	11423 N Hwy 170, Farmington, AR
Valley View Golf, LLC	507 Fairway Circle	Springdale	AR	72764	760-02911-000	
Ebl Investments	5247 E. Metro Park Xing	Rogers	AR	72758	760-02909-000	11294 N Hwy 170, Farmington, AR
James Duffy, Revocable Trust	11324 Frisco Dr	Farmington	AR	72730	760-03285-000	11324 Frisco Dr, Farmington, AR
Graner Properties, LLC	11308 Frisco Dr	Farmington	AR	72730	760-03286-000	11308 Frisco Dr, Farmington, AR
Allen, George & Hart, Darlene	PO Box 1588	Farmington	AR	72730	760-03287-000	11292 Frisco Dr, Farmington, AR 72730
Albright, Brandon & Tracy Danielle	11245 Bear Dr	Farmington	AR	72730	760-03556-000	11245 Bear Dr, Farmington, AR 72730
Schmitt, Robert and Amanda	11287 Kendal Court	Farmington	AR	72730	760-03557-000	11263 Kendal Court, Farmington, AR 72730
Runnels, Benjamin & Kimberly	11287 Kendal CR	Farmington	AR	72730	760-03558-000	11287 Kendal Court, Farmington, AR 72730
Gilbert, Paul and Anita	1931 S. Brower Ave	Fayetteville	AR	72701	760-03559-000	11299 Kendal Court, Farmington, AR 72730
Reed, Cole and Jamie	11292 Kendal Court	Farmington	AR	72730	760-03560-000	11292 Kendal Court, Farmington, AR 72730
Hamrick, Phillip & Ginger Revocable Trust	11270 Kendal Court	Farmington	AR	72730	760-03561-000	11270 Kendal Court, Farmington, AR 72730

STORM WATER DETENTION AND DRAINAGE EASEMENT AGREEMENT

THIS STORM WATER DETENTION AND DRAINAGE EASEMENT AGREEMENT ("Agreement") is entered into by and between **Valley View Golf, LLC, an Arkansas limited liability company, ("Grantor")** and **EBL Investments, LLC, an Arkansas limited liability company, ("Grantees")**.

WITNESSETH

WHEREAS, Grantor wish to grant an easement over and across a certain parcel of real property described on Exhibit A, attached hereto and incorporated herein ("**Servient Property**") said easement dimensions having a legal description as described on Exhibit B, attached hereto and incorporated herein ("**Easement Area**") for the benefit of the real property described on Exhibit C, attached hereto and incorporated herein (the "**Benefitted Property**") and for the benefit of Grantee.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Easement. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto Grantees and unto their heirs, successors' and assigns forever, an easement over and across the Easement Area, for purposes of drainage and stormwater runoff and retention (the "**Easement**") **TO HAVE AND TO HOLD** with all appurtenances thereunto belonging; provided, nothing herein shall be interpreted as creating any rights in favor of the public. This Easement may be freely assigned by Grantees, their successors or assigns. The Easement shall touch, concern, and run with the Servient Property, in favor of the Benefitted Property.
2. Access Road. Grantee is developing the Benefitted Property into a residential subdivision that will include roadways constructed to City of Farmington specifications. During the course of the development, Grantee shall construct a roadway that will provide Grantor access to the Servient Property as shown on Exhibit D, attached hereto and incorporated herein.
3. Counterparts. This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Facsimile or email signatures shall be deemed valid on all documents related to this Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.
4. Other Acts. Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this Agreement.

5. Construction. This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to and shall be deemed to have been prepared jointly by the parties hereto, each having the benefit and advice of legal counsel, and shall not be construed in favor of or against any party to this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of Agreement visions hereof and should not be considered in interpreting this Agreement.

6. Binding Effect. This Agreement and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns, as such succession is permitted in this Agreement.

8. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 22 day of March, 2021.

GRANTOR:



Joseph E. Stewart, Manager
Valley View Golf, LLC

GRANTEES:



Nick Limbird, Member



Tara H Limbird, Member
EBL Investments, LLC

EXHIBIT B

BLEW & ASSOCIATES, PA

As-Surveyed Description

CIVIL ENGINEERS & LAND SURVEYORS

30' DRAINAGE & UTILITY EASEMENT

AN EASEMENT 30 FEET IN WIDTH, FOR THE PURPOSE OF DRAINAGE AND UTILITIES, SAID EASEMENT BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 3, TOWNSHIP 15 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FROM A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG THE NORTH LINE OF SAID FORTY ACRE TRACT N87°19'21"W A DISTANCE OF 46.91'; THENCE LEAVING SAID NORTH LINE, WITH A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 6468.13', AN ARC LENGTH OF 1220.50', AND CONTAINING A CHORD BEARING AND DISTANCE OF S27°12'52"W 1218.69' TO A FOUND 1/2" REBAR; THENCE S33°30'48"W A DISTANCE OF 150.88' TO A FOUND 1/2" REBAR BEING THE TRUE POINT OF BEGINNING. THENCE S52°06'08"W A DISTANCE OF 184.05'; THENCE N37°53'52"W A DISTANCE OF 30.00'; THENCE N52°06'08"E A DISTANCE OF 179.09'; THENCE N33°20'34"E A DISTANCE OF 175.98'; THENCE S56°39'26"E A DISTANCE OF 30.00'; THENCE WITH A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 6468.13', AN ARC LENGTH OF 30.06', AND CONTAINING A CHORD BEARING AND DISTANCE OF S32°29'13"W, WITH A CHORD LENGTH OF 30.06' TO A FOUND 1/2" REBAR; THENCE S 33°30'48" W A DISTANCE OF 150.88' TO THE POINT OF BEGINNING, CONTAINING 0.249 ACRES MORE OR LESS.

DRAINAGE & UTILITY EASEMENT

AN EASEMENT VARIABLE IN WIDTH, FOR THE PURPOSE OF DRAINAGE AND UTILITIES, SAID EASEMENT BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 3, TOWNSHIP 15 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR MARKING THE SOUTHEAST CORNER OF LOT 66, OF THE REPLAT OF BERMUDA ESTATES, VALLEY VIEW GOLF COURSE COMMUNITY, A SUBDIVISION OF WASHINGTON COUNTY, ARKANSAS; THENCE S87°36'22"E A DISTANCE OF 203.70'; THENCE N48°51'53"E A DISTANCE OF 728.34'; THENCE S37°53'52"E A DISTANCE OF 150.00'; THENCE S36°45'26"W A DISTANCE OF 609.39'; THENCE S59°44'38"W A DISTANCE OF 230.00'; THENCE N32°53'52"W A DISTANCE OF 220.00'; THENCE N87°36'22"W A DISTANCE OF 155.88' TO A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF LOT 2, RIVIERA ESTATES, OF BLOCK III, VALLEY VIEW GOLF COURSE COMMUNITY, A SUBDIVISION TO WASHINGTON COUNTY, ARKANSAS; THENCE N87°27'23"W A DISTANCE OF 129.46' TO A FOUND 1/2" REBAR LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF FRISCO DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE WITH A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 370.00', AN ARC LENGTH OF 28.48', AND CONTAINING A CHORD BEARING AND DISTANCE OF N00°16'54"E 28.47' TO A FOUND 1/2" REBAR; THENCE N02°19'59"E A DISTANCE OF 31.56' TO A FOUND 1/2" REBAR; THENCE LEAVING SAID RIGHT-OF-WAY LINE S87°36'22"E A DISTANCE OF 122.38' TO THE POINT OF BEGINNING, CONTAINING 4.584 ACRES MORE OR LESS.

EXHIBIT C

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

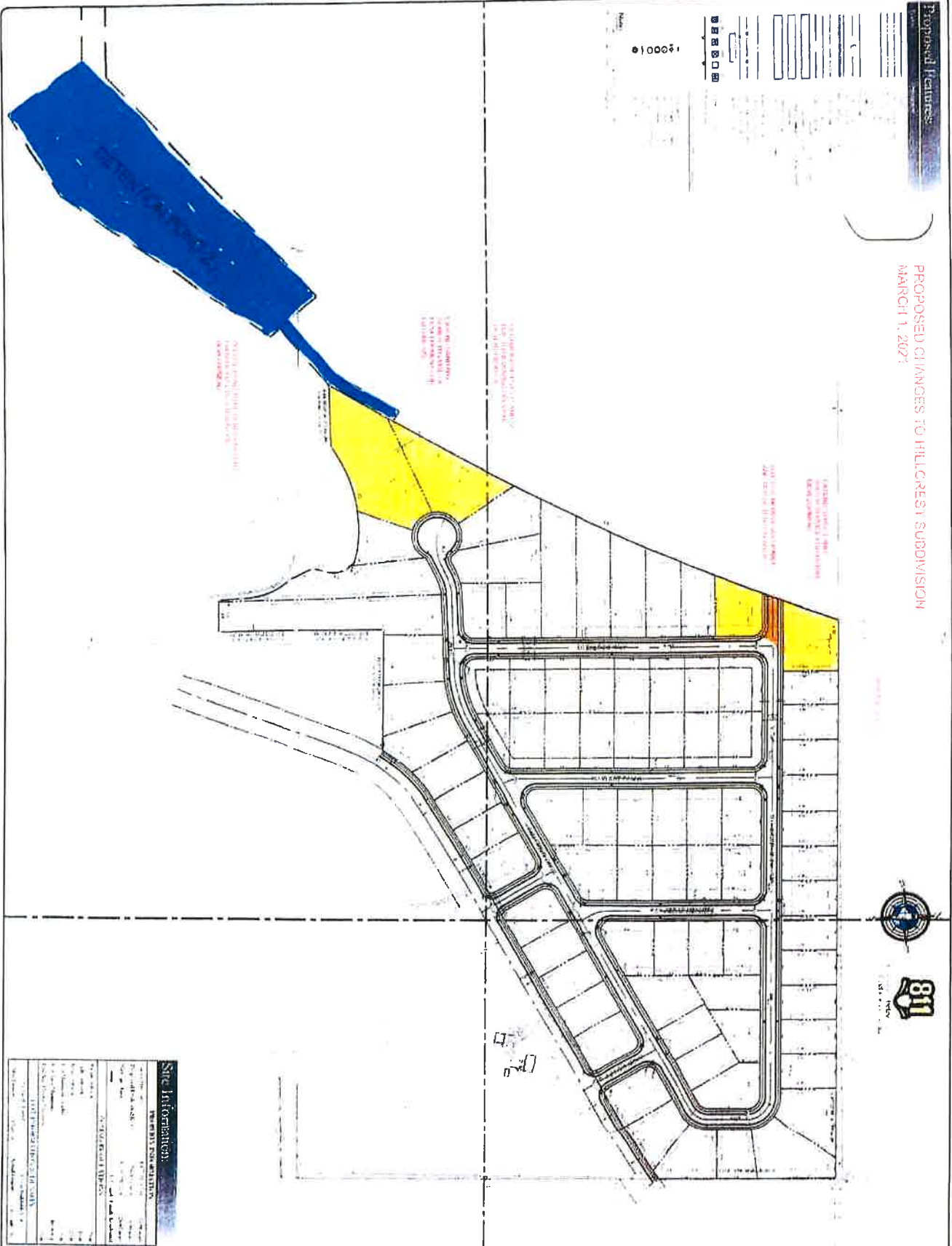
As-Surveyed Description

A PART OF THE NORTHWEST QUARTER, A PART OF THE SOUTHWEST QUARTER, AND A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 3, TOWNSHIP 15 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A FOUND 1/2" REBAR BEING THE SOUTH QUARTER CORNER OF SAID SECTION 3, THENCE RUNNING N02°25'01"E 2453.11'; THENCE N87°40'20"W PASSING THROUGH A FOUND 5/8" REBAR AT A DISTANCE OF 29.96' FOR A TOTAL DISTANCE OF 105.54' TO A FOUND 5/8" REBAR BEING THE TRUE POINT OF BEGINNING; THENCE RUNNING N87°40'20"W 43.96'; THENCE N02°34'28"E 79.45' TO A FOUND 3/8" REBAR; THENCE N47°50'36"W 76.47' TO A FOUND 3/8" REBAR; THENCE S66°54'37"W 503.80'; THENCE S54°29'56"W 718.59'; THENCE N88°45'51"W 104.54'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 356.77', WITH A RADIUS OF 244.88', WITH A CHORD BEARING OF N46°07'50"W, WITH A CHORD LENGTH OF 326.04'; THENCE N87°29'13"W 129.59'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.47', WITH A RADIUS OF 370.00', WITH A CHORD BEARING OF N00°18'43"E, WITH A CHORD LENGTH OF 28.46'; THENCE N02°30'47"E 31.60'; THENCE S87°29'13"E 122.37'; THENCE N40°06'08"E 458.35'; THENCE N57°54'45"E 621.84'; THENCE N26°27'58"E 40.98'; THENCE N06°13'22"W 149.20'; THENCE N26°26'06"E 919.82'; THENCE N22°33'45"E 116.94'; THENCE N39°35'17"E 496.84'; THENCE N22°14'17"W 49.83'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 348.19', WITH A RADIUS OF 465.00', WITH A CHORD BEARING OF N41°29'19"E, WITH A CHORD LENGTH OF 340.11'; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 68.97', WITH A RADIUS OF 140.00', WITH A CHORD BEARING OF N34°08'55"E, WITH A CHORD LENGTH OF 68.27'; THENCE N48°15'37"E 17.93'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 123.16', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N30°37'11"E, WITH A CHORD LENGTH OF 121.22'; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 2225.67', WITH A RADIUS OF 6468.13', WITH A CHORD BEARING OF S22°50'12"W, WITH A CHORD LENGTH OF 2214.71' TO A FOUND 1/2" REBAR; THENCE S33°30'48"W 150.88' TO A FOUND REBAR; THENCE S88°48'26"E 153.60' TO A FOUND 5/8" REBAR; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 270.61', WITH A RADIUS OF 343.27', WITH A CHORD BEARING OF N79°08'25"E, WITH A CHORD LENGTH OF 263.65' TO A SET 1/2" REBAR; THENCE S72°27'40"E 27.59' TO A SET 1/2" REBAR; THENCE S36°26'47"E 27.37' TO A FOUND 5/8" REBAR; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 48.80', WITH A RADIUS OF 55.93', WITH A CHORD BEARING OF S01°44'28"E, WITH A CHORD LENGTH OF 47.27' TO A FOUND 5/8" REBAR; THENCE S16°12'30"W 30.94' TO A FOUND 5/8" REBAR; THENCE S23°36'29"E 64.82' TO A FOUND 5/8" REBAR; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 128.18', WITH A RADIUS OF 177.82', WITH A CHORD BEARING OF S19°29'17"E, WITH A CHORD LENGTH OF 125.42' TO A FOUND 5/8" REBAR; THENCE S02°58'26"E 54.98' TO THE POINT OF BEGINNING. CONTAINING 29.425 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EX D

Proposed Features

PROPOSED CHANGES TO HILLCREST SUBDIVISION
MARCH 1, 2021



Site Information

Project Name	HILLCREST SUBDIVISION
Client	EBL INVESTMENTS, L.L.C.
Address	3601 NW 24th Street, Plantersville, AR 72712
City	Plantersville, AR
County	Madison County, AR
State	Arkansas
Project No.	2021-001
Scale	AS SHOWN
Date	MARCH 1, 2021
Drawn By	[Signature]
Checked By	[Signature]
Approved By	[Signature]

Preliminary Plat for:

Hillcrest Subdivision
 Akin to Highway 176
EBL Investments, L.L.C.
 3601 NW 24th Street, Plantersville, AR 72712
 501-299-8929

NOT FOR
CONSTRUCTION
FOR REVIEW
ONLY

BLAIR & ASSOCIATES, P.A.
 PROFESSIONAL ENGINEERS
 1000 N. UNIVERSITY AVENUE, SUITE 100
 PLANTERSVILLE, AR 72712
 (501) 299-8929
 www.blairandassociates.com

DATE: MARCH 1, 2021
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

C2

Prepared under the supervision of:
David M. Harrison
Attorney at Law
1420 E. Augustine Lane, Suite 1
Fayetteville, Arkansas 72703

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT ("Agreement") is entered into by and between **Valley View Golf, LLC**, an Arkansas limited liability company, ("**Grantor**") and **EBL Investments, LLC**, an Arkansas limited liability company, ("**Grantees**").

WITNESSETH

WHEREAS, Grantor wish to grant an easement over and across a certain parcel of real property described on Exhibit A, attached hereto and incorporated herein ("**Servient Property**") said easement dimensions having a legal description as described on Exhibit B, attached hereto and incorporated herein ("**Easement Area**") for the benefit of the real property described on Exhibit C, attached hereto and incorporated herein (the "**Benefitted Property**") and for the benefit of Grantee.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Easement. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto Grantees and unto their heirs, successors' and assigns forever, an easement over and across the Easement Area, for purposes of drainage and stormwater runoff (the "**Easement**") **TO HAVE AND TO HOLD** with all appurtenances thereunto belonging; provided, nothing herein shall be interpreted as creating any rights in favor of the public. This Easement may be freely assigned by Grantees, their successors or assigns. The Easement shall touch, concern, and run with the Servient Property, in favor of the Benefitted Property.

2. Counterparts. This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Facsimile or email signatures shall be deemed valid on all documents related to this Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

3. Other Acts. Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this Agreement.

4. Construction. This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to and shall be deemed to have been prepared jointly by the parties hereto, each having the benefit and advice of legal counsel, and shall not be construed in favor of or against any party to this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement.

5. Binding Effect. This Agreement and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns, as such succession is permitted in this Agreement.

6. No Partnership. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

7. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

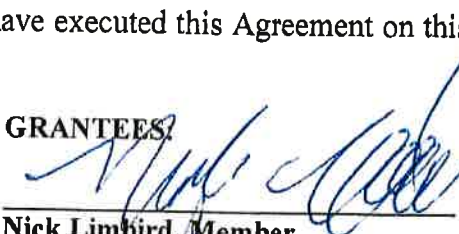
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 22 day of March, 2021.

GRANTOR:



Joseph E. Stewart, Manager
Valley View Golf, LLC

GRANTEES:



Nick Limbird, Member



Tara H Limbird, Member
EBL Investments, LLC



MORRISON SHIPLEY

May 11, 2021

City of Farmington
354 W Main Street
Farmington AR, 72730

Re: Cedar Crest Subdivision
Final Plat – 1st Submittal Comment Responses

Please find below responses to each of the comments received from our 1st submittal of the Final Plat. Each department was indicated and the numbered response correlates to the numbered comment.

Chris Brackett (Engineering):

1. This document is the narrative.
2. Property description was replaced with the legal description of the property on the cover sheet of the Final Plat.
3. Signature Blocks were updated per the document you provided.
4. Preliminary Plat references were removed/replaced with Final Plat.
5. Page numbering was updated to reflect the updated Final Plat set.
6. Noted and conveyed to the owner.
7. The overall plan will not be associated with the Final Plat. Overall plan is going to be more of a visual for the planning commission.

Judy Horne (Landscape):

1. As discussed at Tech Review, Trees will be out of site triangles for safety on Broyles. Any landscaping around future signage will be low growing plant material.
2. A fee-in-lieu of parks is being provided to the city.
3. Minimal landscaping around the detention basins are being provided.
4. Noted

Melissa McCarville (Planning):

1. Noted
2. Plat will be submitted to the city on the 11th by noon.
3. Revised plat will be sent directly to Chris Brackett.
4. Will attend the 5/24 PC meeting at 6pm.

May 11, 2021

City of Farmington
354 W. Main Street
Farmington, AR 72730

SUBJECT: Hillcrest Subdivision

Technical Review – Planning Commission 04/27/2021

Commission Comments

Reviewed by Planning Commission Members

Comments:

1. Subdivisions are required to include a dedicated park within the subdivision OR pay a fee in to the City's Park Fund in lieu of creating a dedicated park space in the subdivision. (Article XII, Sections A. through P. of the Landscaping Ordinance). A. and B. show the two options. Fee-in-Lieu-of-Park would be \$600 x 82 useable lots = \$49,200.
 - A. Rations for Dedication – Developers of residential developments shall dedicate, in perpetuity, to the City of Farmington land area, exclusive of streets, for a park and trails within the development. Land shall be dedicated at a ration of 0.02 acres (870 SF) of land for each single family dwelling unit and 0.01 acres (435 SF) of land for each multi-family unit.
 - B. Fee Payment in Lieu of Land Conveyance – In lieu of land dedication, developer shall contribute to the Farmington City Parks and Trails Development fund \$600.00 for each single family unit and \$300.00 for each multi family unit. The city shall review the designated fees every two years and make adjustments suggestions to the City Council.

Response: Noted. Lot #62 (0.14 acres) was previously a small park. The park has been eliminated at the request of the Commission. The Fee-in-Lieu will be paid instead.

Comments:

1. Please reconfigure street names.

Response: Street names have been adjusted.

Comments: Chris Brackett, P.E.

1. Written approval from Valley View Golf LLC will be required for the grading shown on their property and the use of their pond.

Response: Approval from Valley View Golf LLC has been obtained. The City has copies of the recorded easements.

2. Please reassess the detention pond.

Response: The detention pond has been upgraded further to provide a full 100 year storm event protection with a 1.0 foot tall freewall depth.

3. Drainage Report – Please reassess the detention pond

Response: The report has been updated and provides additional detail. The proposed system will provide for the proposed development and will also correct existing flooding issues in the area.

Sincerely,



W. Cody Sexton
Blew & Associates, PA



MORRISON SHIPLEY

April 20, 2021

City of Farmington
125 W. Mountain Street
Fayetteville, AR 72701

**Re: Cedar Crest Subdivision
Broyles and Woosley
Final Plat 1st Submittal**

On behalf of Hampton Holdings, Morrison-Shipley Engineers is submitting the Final Plat for Cedar Crest Subdivision for your review and approval. Attached with this submittal is the completed Final Plat Application, Ordinance showing approval of PUD with associated PUD narrative, Draft of subdivision POA and Covenants, and 15 copies of the Final Plat.

As discussed, we will provide Record Drawings upon completion of the storm sewer system and proof of public notification when this item is scheduled for a Planning Commission meeting.

Thank you for your review and consideration of this project. If you should have any questions or need additional information for review, please contact me via email at pfoy@morrisonshipley.com.

Sincerely,

Morrison-Shipley Engineers, Inc.

Patrick Foy
Sr. Project Manager



CITY OF FARMINGTON
APPLICATION & CHECKLIST
FOR A
FINAL PLAT / REPLAT

APPLICATION:

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Your application will not be placed on the Technical Review Committee or the Planning Commission agenda until this information is furnished.*

Date of preliminary plat approval: 4/13/2020

Date of grading permit: 6/30/2020

Date of final infrastructure inspection: _____

Engineering Fees Paid yes no

Development site address or location: Broyles St and Woosley Farms Rd

GENERAL INFORMATION:

Primary Contact Person: Patrick Foy

Business Name: Morrison-Shipleigh Engineers

Address: 2407 SE Cottonwood Street

City: Bentonville State AR Zip Code 72712

Phone: (479) 273-2209 Email: pfoy@morrisonshipleigh.com

Check all that apply: Applicant Owner Other _____

Name: Tamara Martin

Business Name: Hampton Holdings, LLC

Address: P.O. Box 10620

City: Fayetteville State AR Zip Code 72703

Check all that apply: Applicant Owner Other _____


Name: Same as Primary Contact Person

Business Name: _____

Address: _____

City: _____ State _____ Zip Code _____

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief; true and correct. I understand that submittal of incomplete, incorrect or false information is grounds for invalidation of application. I understand that the City may not approve my application or may set conditions on approval.

 _____ Date: 4/20/21

PROPERTY OWNER/AUTHORIZED AGENT: I certify under penalty of perjury that I am the owner of the property that is the subject of this application and that I have read this application and consent to its filing. (If signed by the authorized agent, a letter from the property owner must be provided indicating that the agent is authorized to act on his/her behalf)

 _____ Date: April 15 2021

LSD/Subdivision Application Checklist:

Yes No N/A, why?

	Yes	No	N/A, why?
1. Completed application form which includes: name and address of person preparing application, name and address of property owner, including written, notarized documentation to verify that the applicant has permission to locate on property, zoning district, size of property, postal address and tax parcel number.	✓		
2. Payment of application fee.			✓
3. A descriptive statement of the objective(s) for the new facility or material modification and the need for the type of facility and/or capacity requirements.	✓		
4. Fifteen (15) copies of the site plan folded to a size of no greater than 10" X 10 ½ ".	✓		
5. List of adjacent property owners and copy of notification letter sent. *		✓	
6. White receipts from post office and green cards from registered letters (at least 7 days prior to the meeting).		✓	
7. Proof of publication of public hearing notice, should be published a minimum of 10 days prior to planning commission meeting (proof must be provided at least 7 days prior to the meeting).		✓	↓ will provide when PC is set
The Following Shall Appear on the Site Plan:			
1. Names, addresses and telephone numbers of the record owners, applicant, surveyor, architect, engineer and person preparing the plat.	✓		
2. Names, addresses and property lines and zoning of all property owners adjacent to the exterior boundaries of the project including across streets and rights of way shall be located at the general location of their property.*	✓		
3. North arrow, graphic scale, acreage, date of preparation, zoning classification and proposed use.	✓		
4. Complete and accurate legend.	✓		
5. Title block located in the lower right hand corner indicating the name and type of project, scale, firm or individual preparing drawings, date and revision.	✓		
6. Note regarding wetlands determination, if any. Note if Army Corps of Engineers determination is in progress.	✓		
7. Written legal description. (If the project is in more than one tract the legal for each individual tract must be provided.)	✓		
8. P.O.B. from a permanent well-defined reference point, P.O.B. must be clearly labeled.	✓		
9. Clear representation of the FEMA Designated 100-year Floodplain and or Floodway and base flood elevations. Reference the FIRM panel number and effective date and the Corps of Engineers Flood Hazard Study.			✓
10. Status of regulatory permits:			✓
a. NPDES Storm water Permit			✓
b. 404 Permit			✓
c. Other			✓
11. Provide a benchmark, clearly defined with a precision of 1/100 th of a foot. This benchmark must be tied to NAVD 88 datum; Benchmarks include but are not limited to, the following: fire hydrant, manhole rim, drainage structure	✓		

abutment, etc.			
12. Spot elevations at grade breaks along the flow line of drainage swales.			✓
13. A general vicinity map of the project at a scale of 1" = 2000'	✓		
14. The location of all existing structures. Dimensions of buildings and setbacks from the building to property lines.	✓		
15. Street right-of-way lines clearly labeled. The drawing shall depict any future ROW needs as determined by the AHTD and/or Master Street Plan. Future ROW as well as existing ROW and center lines should be shown and dimensioned.	✓		
16. Existing topographic information with source of the information noted. Show:			✓
a. Two foot contour for ground slope between level and ten percent.			✓
b. Four foot contour interval for ground slope exceeding 10%.			✓
17. Preliminary grading plan.			✓
Existing Utilities and Drainage Improvements (Copy of the Drainage Criteria Manual can be obtained from the City of Farmington)			
1. Show all known on site and off-site existing utilities, drainage improvements and easements (dimensioned) and provide the structures, locations, types and condition and note them as "existing" on the plat.	✓		✓
2. Existing easements shall show the name of the easement holder, purpose of the easement, and book and page number for the easement. If an easement is blanket or indeterminate in nature, a note to this effect should be placed on the plan.	✓		
Proposed Utilities			
1. Regarding all proposed storm sewer structures and drainage structures:			✓
a. Provide structure location and types.			✓
b. Provide pipe types and sizes.			✓
2. Regarding all proposed sanitary sewer systems			✓
a. Provide pipe locations, sizes and types.			✓
b. Manhole locations.			✓
3. Note the occurrence of any previous sanitary sewer overflow problems on-site or in the proximity of the site			✓
4. If a septic system is to be utilized, note that on the plat. Show the location and test data for all percolation tests.			✓
5. Regarding all proposed water systems on or near the site:			✓
a. Provide pipe locations, sizes and types.			✓
b. Note the static pressure and flow of the nearest hydrant.			✓
c. Show the location of proposed fire hydrants, meters, valves, backflow preventers and related appurtenances.			✓
6. All proposed underground or surface utility lines if determined: (this category includes but is not limited to telephone, electrical, natural gas and cable.)			✓
a. Locations of all related structures.			✓
b. Locations of all lines above and below ground.			✓
c. A note shall be placed where streets will be placed under the existing overhead facilities and the			✓

approximate change in the grade for the proposed street.			
7. The width, approximate locations and purposes of all proposed easements or rights-of-way for utilities, drainage, sewers, flood control, ingress/egress or other public purposes within and adjacent to the project.	✓		
Proposed and Existing Streets, Rights-of-way and Easements			
1. The location, widths and names (avoid using first names of people for new streets) of all existing and proposed streets, allies, paths and other rights-of-way, whether public or private within and adjacent to the project; private easements within and adjacent to the project; and the centerline curve data; and all curb return radii. Private streets shall be clearly identified and named.	✓		
2. A layout of adjoining property sufficient detail to show the affect of proposed and existing streets (including those on the master street plan), adjoining lots and off-site easements. This information can be obtained from the Master Street Plan.	✓		
3. The location of all existing and proposed street lights (at every intersection, cul-de-sac and every 300 feet, and associated easements to serve each light.)	✓		
Site Specific Information			
1. Provide a note describing any off site improvements.			✓
2. The location of known existing or abandoned water wells, sumps, cesspools, springs, water impoundments and underground structures within the project.			✓
3. The location of known existing or proposed ground leases or access agreements, if known. (e.g. shared parking lots, drives, areas of land that will be leased.)	✓		
4. The location of all known potentially dangerous areas, including areas subject to flooding, slope stability, settlement, excessive noise, previously filled areas and the means of mitigating the hazards (abatement wall, signage, etc.)	✓		
5. The boundaries, acreage and use of existing and proposed public area in and adjacent to the project. If land is to be offered for dedication for park and recreation purposes it shall be designated.	✓		
6. For large scale residential development, indicate the use and list in a table the number of units and bedrooms.			✓
7. For non-residential use, indicate the gross floor area and if for multiple uses, the floor area devoted to each type of use. (Large Scale Developments only.)			✓
8. The location and size of existing and proposed signs, if any.			✓
9. Location and width of curb cuts and driveways. Dimension all driveways and curb cuts from side property line and surrounding intersections.	✓		
10. Location, size, surfacing, landscaping and arrangement of parking and loading areas. Indicate pattern of traffic flow; include a table showing required, provided and handicapped accessible parking spaces. (Large Scale Developments only.)			✓
11. Location of buffer strips, fences or screen walls, where required (check the zoning ordinance).	✓		
12. Location of existing and purposed sidewalks.			✓
13. Finished floor elevation of existing and purposed structures.	✓		
14. Indicate location and type of garbage service (Large Scale			✓

Developments only.) Dimension turnaround area at dumpster location.			
15. A description of commonly held areas, if applicable.	✓		
16. Draft of covenants, conditions and restrictions, if any.	✓		
17. Draft POA agreements, if any.	✓		
18. A written description of requested variances and waivers from any city requirements.			✓
19. Show required building setbacks for large scale developments. Provide a note on the plat of the current setback requirements for the subdivision. A variance is necessary from the Board of Adjustment for proposed setbacks less than those set forth in the zoning district.			✓
20. Preliminary drainage plan as required by the consulting engineer.			✓

**All applicants submitting preliminary plats and Large Scale Developments before the Farmington Planning Commission shall provide written notice of the time and place of the regular or special meeting to the owners of all real property adjacent to the project. The notice shall include the name and address of the applicant, location of the project, and the time and place of the scheduled meeting. Notices shall be sent by certified mail, return receipt requested, to the last known address shown on the most recent tax records at the Washington County Tax Collector's Office. (A sample notification and affidavit is attached.) Applicants must submit a verified affidavit attesting to the delivery of the notice to all owners of real property adjacent to the project, a copy of the notice to each property owner, and copies of receipts evidencing pre-paid postage for each notice. The affidavit and supporting documents referred to above must be submitted seven (7) days prior to the regular or special meeting of the planning commission.*



MEMO

TO: Farmington Planning Commission

FROM: Christopher B. Brackett, P.E.

RE: Final Plat for the Cedar Crest PUD

DATE: May 24, 2021

NOTES:

The Final Plat for the Cedar Crest PUD has been reviewed and it is our opinion that the Planning Commission's approval should be conditional on the following comments.

1. The required Payment In Lieu of Park Land Conveyance must be paid prior to the signatures on the Final Plat. This fee will be \$600 per single family unit and \$300 per multifamily unit. The fee will be \$44,400 for 74 single family lots, \$22,800 for 76 duplex units (38 lots) and \$21,600 for 72 townhome units (12 lots) for a total of \$88,800.
2. All public improvements including the sidewalk along Broyles Street and South 554th Avenue must be completed and a Final Inspection scheduled. All punch list items must be completed and accepted prior to final approval of the final plat.
3. A one-year Maintenance Bond to the City of Farmington for all public improvements with the exception to the water and sanitary sewer improvements must be provided prior to the signatures on the Final Plat. The engineer must submit an itemized cost of these improvements for approval prior to obtaining the bond.
4. If the sidewalk construction is to be delayed until the home construction then the developer shall provide an escrow account in accordance with Ordinance No 8.1(C), 3(A.). The engineer shall provide a cost estimate for the construction of the sidewalk for approval.
5. If the installation of the Street Lights has not been completed at the time of Final Plat signatures, then the developer shall provide the paid invoice from the electric company for these lights.
6. Provide one original and 6 copies of the recorded plat to the City.

**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT**

Applicant: Hampton Holdings, LLC.

Date: 5/4/2021

Project Name: Cedar Crest Subdivision

Engineer/Architect: Morrison Shipley

Following are **recommendations** from the Technical Plat Review Committee that **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A narrative addressing each comment must be submitted along with the revised plat.

Representing: Ozark Elec. Name: Wes Mahaffey

Need a 30 ft. U.E. Along Existing Overhead
Along Broyles, (Are Poles in 20' BSL/UE?)

No trees in U.E. Please.

Received By: _____

**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT – PAGE 2**

Applicant: Hampton Holdings, LLC

Date: 05/04/2021

Project Name: Cedar Crest Subdivision

Engineer/Architect: Morrison Shipley

Water Quality Pond Landscaping). Because of the close proximity to the Playground and POA Pool and Pavilion, it will be especially important to plant landscaping plants, grasses, and shrubs that are dwarf varieties to allow better visibility of the ponds. This is for the safety and protection of small children.

4. See Article X. Auxiliary Landscaping//Shielding/Screening Requirements - B. Trash/Refuse/Garbage Storage Areas Screening requirements to ensure compliance with the requirements.

Received By: _____

**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT**

Applicant: Hampton Holdings, LLC

Date: 5/4/2021

Project Name: Cedar Crest Subdivision

Engineer/Architect: Morrison Shipley

Following are **recommendations** from the Technical Plat Review Committee that **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A narrative addressing each comment must be submitted along with the revised plat.

Representing: City of Farmington Name: Melissa McCarville

1. Engineering fees will accumulate as the development continues. We will bill the engineer or the developer monthly.
2. The revised plan must be submitted by next Tuesday, 11th by noon. The City requires 15 copies for planning commission. The Planning Commission needs only a site plan and a landscape plan. Plans must be folded with all sheets included in one set.
5. A revised copy of the plan and drainage plan should be delivered directly to Chris Brackett at his office.
6. Planning Commission meeting will be **Monday, May 24, 2021 at 6:00 pm**. We are doing in person meetings for petitioners and their representatives; we will still provide information for virtual meetings for public participation. Please provide me with email addresses for whoever wants to participate in that meeting. My email is melissamccarville@cityoffarmington-ar.gov. A link for the meeting will be sent out closer to the date. Please watch our Facebook page and website for details.
7. I have supplied a copy of the covenants and bylaws to the City Attorney. This was the version emailed to me on April 20th, if there are changes provide the new version to me as soon as possible.



Farmington Fire Department
P.O. Box 150
Farmington, AR 72730
479-267-3338

To: Hampton Holdings
From: William Hellard Fire Chief
Re: Cedar Crest
Date: 5/4/21

No comments

Thank you.

William Hellard
City of Farmington
Fire Chief



**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT**

Applicant: Robby Bader, Hampton Holdings, LLC

Date: May 4, 2021

Project Name: Cedar Crest PUD Final Plat

Engineer/Architect: Morrison Shipley Engineers

Following are **recommendations** from the Technical Plat Review Committee which **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12:00 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A **narrative** addressing each comment must be submitted along with the revised plat.

Representing: City of Farmington

Name: Christopher B. Brackett, P. E.

1. Note that the instructions above say that the technical plat comments must be addressed prior to re-submission, and that a narrative for each comment must also be submitted along with the revised plat.
2. Replace the Property Description with a Legal Description.
3. Update the signature blocks with the attached signature blocks.
4. Remove all references to Preliminary Plat on the cover.
5. Page 3 has a call out to Page 4 for the signage easement details. I believe this should say Page 2.
6. Any signage will require a sign permit and fee.
7. Is the Overall Plan page part of the Final Plat?

CERTIFICATE OF APPROVAL FOR RECORDING:

THIS PLAT WAS APPROVED BY THE FARMINGTON PLANNING COMMISSION AT A MEETING HELD _____, 20____

DATE CHAIRMAN

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED ON THIS PLAT IS A TRUE AND CORRECT SURVEY AND THAT THE CORNERS HAVE BEEN SET AS INDICATED ON THE PLAT.

DATE REGISTERED LAND SURVEYOR/PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE TELEVISION EASEMENTS, PLATTING IN THIS SUBDIVISION ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FARMINGTON, ARKANSAS.

DATE ELECTRIC

DATE GAS SERVICE

DATE TELEPHONE

DATE CABLE TELEVISION

DATE WATER

DATE SEWER

CERTIFICATE OF OWNERSHIP AND DEDICATION:

WE, THE UNDERSIGNED, HEREBY TRANSMIT THIS PLAT TO THE CITY OF FARMINGTON FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER(S) OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. ALSO, ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS AND STRUCTURES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW.

DATE OWNER

DATE OWNER

CERTIFICATE OF APPROVAL:

THE UNDERSIGNED HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF FARMINGTON AS EACH PERTAINS TO THIS PLAT AND TO THE AREA OF RESPONSIBILITY SHOWN BELOW.

DATE SIGNATURE

BUILDING SETBACK DIMENSIONS: _____
BUILDING INSPECTOR

PUBLIC PROTECTION PROVISIONS: _____
FIRE CHIEF

POLICE CHIEF

PUBLIC INFRASTRUCTURE _____
CITY'S ENGINEERING CONSULTANT

CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT

Applicant: Hampton Holdings, LLC.

Date: 5/4/2021

Project Name: Cedar Crest Subdivision

Engineer/Architect: Morrison Shipley

Following are **recommendations** from the Technical Plat Review Committee that **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting.** The information must be submitted to the Planning Office before **12 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A narrative addressing each comment must be submitted along with the revised plat.

Representing: PGTelco / Zing Broadband

Name: Shane Bell

Phone: 479-841-0980

Email: sbell@pgtc.com

PGTelco has no comment for this final plat.

Thank you.

Received By: _____

**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT**

Applicant: Hampton Holdings, LLC

Date: 05/04/2021

Project Name: Cedar Crest Subdivision

Engineer/Architect: Morrison Shipley

Following are **recommendations** from the Technical Plat Review Committee that **must be addressed prior to your application being submitted to the Planning Commission at its next regular meeting**. The information must be submitted to the Planning Office before **12 noon** the following Tuesday from the date above in order for the item to be placed on the agenda for the Commission meeting. A narrative addressing each comment must be submitted along with the revised plat.

Representing: City of Farmington, AR

Name: Judy Horne, Re: Landscape Ordinance
479-267-1022 jhorne923@gmail.com

1. There is no indication of planned landscaping at Cedar Crest main entryway. If landscaped entry is planned with the proposed signs, refer to XI. Landscaping of Residential Entryways, A., B. and C. for height and safety requirements.

2. Subdivisions are required to include a dedicated park within the subdivision OR pay a fee into the City's Park Fund in lieu of creating dedicated park space in the subdivision. (Article XII Sections A. through P of the Landscaping Ordinance.) A. and B. below show the two options.

It appears there are 74 single-family units @ \$600; 12 townhouses with 6 units each @ \$300 per unit; and a total of 38 duplex units @ \$300 for a total sum of \$59,400 to be paid to the City of Farmington Parks Fund in lieu of dedicated park land.

Some park area is indicated, but it can't be determined by me the total park land area. I defer the calculation to City's engineer, Chris Brackett. Note that detention ponds are not accepted as park land. Perhaps after calculations are completed, an adjusted payment-in-lieu of park land might be negotiated.

- A. Ratios for Dedication.** Developers of residential developments shall dedicate, in perpetuity, to the City of Farmington land area, exclusive of streets, for a park and/or trails within the development. Land shall be dedicated at a ratio of .02 acre (870 sq. ft.) of land for each single-family dwelling unit and .01 acre (435 sq. ft.) of land for each multi-family dwelling unit.
- B. Fee Payment In Lieu of Land Conveyance.** In lieu of land dedication, developer shall contribute to the Farmington City Parks and Trails Development Fund \$600.00 for each single-family unit and \$300.00 for each multi-family unit. The City shall review the designated fees every two (2) years and make adjustment suggestions to the City Council.

3. Landscape Ordinance requires the two detention ponds have minimal landscaping. (See Article X. Auxiliary Landscaping/ Shielding/ Screening Requirements - A. Detention Pond and

**CITY OF FARMINGTON
TECHNICAL PLAT REVIEW COMMITTEE REPORT – PAGE 2**

Applicant: Hampton Holdings, LLC

Date: 05/04/2021

Project Name: Cedar Crest Subdivision

Engineer/Architect: Morrison Shipley

Water Quality Pond Landscaping). Because of the close proximity to the Playground and POA Pool and Pavilion, it will be especially important to plant landscaping plants, grasses, and shrubs that are dwarf varieties to allow better visibility of the ponds. This is for the safety and protection of small children.

4. See Article X. Auxiliary Landscaping//Shielding/Screening Requirements - B. Trash/Refuse/Garbage Storage Areas Screening requirements to ensure compliance with the requirements.

Received By: _____



Doc ID: 019163440003 Type: REL
Kind: ORDINANCE
Recorded: 04/17/2020 at 01:25:53 PM
Fee Amt: \$25.00 Page 1 of 3
Washington County, AR
Kyle Sylvester Circuit Clerk
File **2020-00012085**

ORDINANCE NO. 2020-05

AN ORDINANCE REZONING 40.40 ACRES ±, ON THE CORNER OF W. WOOLSEY FARM RD. AND N. BROYLES AVE. FROM R-1, RESIDENTIAL SINGLE FAMILY TO PUD, PLANNED UNIT DEVELOPMENT, AS REQUESTED BY HAMPTON HOLDINGS, LLC.

WHEREAS, the City of Farmington, Arkansas amended its official zoning and zoning map by Ordinance 2011-02 on March 14, 2011, which was filed for record in the Office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas in File 2011-00017652; and

WHEREAS, certain properties belonging to Hampton Holdings LLC. are zoned R-1, Residential Single Family; and

WHEREAS, after a public hearing on April 6, 2020, the Farmington Planning Commission voted during a regular meeting to rezone the properties from R-1 to PUD.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMINGTON, ARKANSAS:

SECTION 1. That the zone classification of the following described properties is hereby changed as follows:

From R-1, Residential Single Family to PUD, Planned Unit Development for the real properties as shown in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 2. That the official zoning map of the City of Farmington, Arkansas, is hereby amended to reflect the zoning change provided in section 1 above.

Section 3. Emergency Clause. That the City Council of the City of Farmington, Arkansas further determines that it is necessary to enact this ordinance without delay; therefore, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.

EXHIBIT "A"

Cedar Crest Subdivision Description:

A part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$, NE $\frac{1}{4}$), of Section 23, Township 16 North, Range 31 West of the Fifth Principal Meridian, Washington County, Arkansas being more particularly described as follows:

Commencing at the North Quarter Corner of Section 23 being an existing 3" State Perpetuation Monument pipe (monument cap removed by construction of adjacent subdivision), in agreement with Survey Document found at Book 2008 Page 35885: thence South $02^{\circ}25'03''$ West along the west line of the Northeast Quarter of Section 23, a distance of 25.00 feet to a one and one-half inch ($1\frac{1}{2}''$) pipe with aluminum cap on the southerly dedicated right of way of Woolsey Farm Road being the Point of Beginning; thence along said south right of way, South $87^{\circ}44'25''$ East a distance of 1292.74 feet to a one and one-half inch ($1\frac{1}{2}''$) pipe with aluminum cap being at the intersection of the south right of way of Woolsey Farm Road and the west right of way of Broyles Street; thence along the west right of way of Broyles street, South $02^{\circ}12'43''$ West a distance of 1302.93 feet to the south line of the Northwest Quarter of the Northeast Quarter and a one and one-half inch ($1\frac{1}{2}''$) pipe with aluminum cap; thence departing from said Broyles Street right of way and traveling along and coincident with the south line of the Northwest Quarter of the Northeast Quarter, North $87^{\circ}44'43''$ West a distance of 1297.42 feet to an existing one and one-half ($1\frac{1}{2}''$) aluminum monument stamped 1266 and being at the southwest corner of the Northwest Quarter, Northeast Quarter; thence along the west line of the Northeast Quarter, North $02^{\circ}25'03''$ East a distance of 1303.05 feet to the Point of Beginning, containing \pm 38.74 acres.



MORRISON SHIPLEY

April 7, 2020

Cedar Crest Subdivision

A Planned Unit Development

City of Farmington, Washington County, Arkansas

Owner/Developer
Hampton Holdings, LLC
P.O. Box 10620
Fayetteville, AR 72703

Prepared By:
Morrison-Shiple Engineers, Inc.
2407 S.E. Cottonwood St., Bentonville, AR 72712
(Tel.) 479-273-2209
www.morrisonshiple.com

A. Current Ownership

The current owner of the property is Hampton Holdings LLC.

B. Scope of Project

Cedar Crest Subdivision contains a total of 40.40 acres. The intent is to layout, design and construct the entire property, as it relates to the public infrastructure in one phase. Single-Family and Duplex construction will be completed as the market allows. The subdivision is proposed to allow both single-family and multi-family development within the designated planning areas. As a part of this PUD development, infrastructure will be designed and constructed to serve the anticipated 222 dwelling units, which includes water, sewer, storm sewer and detention facilities, franchise utilities as well as street and sidewalks.

C. Proposed Planning areas

- Planning Area 1 – Multi-Family Residential, 44 lots, 16.88 acres
- Planning Area 2 – Single-Family Residential, 74 lots, 18.95 acres

D. Intent of the PUD District

Cedar Crest Subdivision will be constructed with multiple housing types, Planning Area 1 with a density of 8.77 units per acre and Planning Area 2 with a density of 3.91 units per acre

The Planning Area 1 lot is planned to retain its current ownership and each unit within the lot be leased out individually. However, some duplex lots may be sold off. Within this area there will be a mix of 6-unit townhomes and 2-unit duplexes, totaling 148 units. The townhomes units will be a minimum of 900 sq.ft and maximum of 1,600 sq.ft. The duplex units will be a minimum of 1,000 sq.ft. and maximum of 1,800 sq.ft.

The Planning Area 2 lots will also be a mix of retaining and leasing and selling lots off. Within this area there will only be single-family homes, totaling 74 units. Units will be a minimum of 1,350 sq. ft.

E. Permitted Uses

Planning Area 1: Townhomes and Duplex

- a) Density
8.77 Dwelling Units per Acre
- b) Lot and Area Requirements
Structure Type – Multi-Family
Lot Area (sq.ft.)
 - Duplex – 8,275
 - Townhome – 11,088Land Area per Dwelling Unit (sq. ft.)
 - Duplex – 4,137
 - Townhome – 1,848

- Lot Width (ft.)
 - Duplex – 79 minimum
 - Townhome – 126 minimum
- Maximum Lot Coverage – Interior Lot 60%
 - Exterior/Corn Lot 65%

- c) Minimum Setback Requirements
 - a. Duplex
 - Front – 20' Sides – Interior 5'/Exterior 10' Rear – 20'
 - b. Townhomes
 - Front – 20' Sides – Interior 10'/Exterior 20' Rear – 20'
- d) Height Requirements
 - Maximum Height Permitted – 40'

Planning Area 2: Single-Family

- a) Density
 - 3.91 Dwelling Units per Acre
- b) Lot and Area Requirements
 - Structure Type – Single-Family
 - Lot Area (sq. ft.) – 7,150
 - Land Area per Dwelling Unit (sq. ft.) – 7,150
 - Lot Width (ft.) – 65 minimum
 - Maximum Lot Coverage – Interior Lot 40%
 - Exterior/Corner Lot 45%
- c) Minimum Setback Requirements
 - Front – 20' Sides – Interior 5'/Exterior 10' Rear – 20'
- d) Height Requirements
 - Maximum Height Permitted – 30'

POA Pavilion/Pool Lot:

The POA lot at the southwest corner will not allow any construction of any kind of dwelling unit. Its sole purpose is to be an amenity to the subdivision. The pavilion shall be setback a minimum of 5' from any residential lot. It is not required to meet a setback from the public park since it will be sharing the parking between the two facilities.

The concrete for the pool edging must be 5' minimum from any residential lot as well. The edge of water of the proposed pool must be setback a minimum of 15' from any residential lot. Again, there will be no setback requirements from the public park.

F. Common Open Space

A minimum of 10% of the overall property will be for open space per City Ordinance. Apart of the 10% open space will include a 3.10- acre area that will be dedicated to the city for a public park and is proposed at the southwest corner of the property. The park will consist of a walking trail around the retention pond, a playground, and a basketball court. The park will have adequate parking to serve the facilities. This area, after it is dedicated to the city, will be maintained by the city.

Other amenities include a 0.37-acre POA tract that include a pavilion and pool for the Cedar Crest subdivision residents. This tract will be maintained by the POA and is located adjacent to the Public Park at the southwest corner of the property.

Sidewalks will be constructed, as each lot develops, for the subdivision to facilitate a walkable community and allow the residents to easily access the amenities.

G. Parking and Off-Street Loading

All dwelling units will be required to provide a minimum of 2 off-street parking spaces.

H. Perimeter Requirements

The Cedar Crest Subdivision is currently surrounded by undeveloped land to the north, northeast, and southwest. There is a school to the southeast, mini-storage facility to the south and a subdivision currently be constructed to the west.

I. Housing Types

Townhomes and Duplexes (Multi-Family) are proposed for Planning Area 1.
Single-Family Housing is proposed for Planning Area 2.

J. Structural Design Standards

All Single-Family and Duplexes will have a minimum of one front façade facing an adjacent public street with a common architectural theme with a minimum two car garage. The townhomes will also have a common architectural theme and a minimum of 2 off-street parking spaces per dwelling unit. The structures' front facade shall have a minimum of 40% brick/masonry product; all roofs shall have architectural shingles.

BYLAWS
CEDAR CREST PROPERTY OWNERS ASSOCIATION, Inc.
A/K/A Cedar Crest POA
WASHINGTON COUNTY, ARKANSAS

Whereas, the Protective Covenants for Cedar Crest PUD were filed with the County Clerk for Washington County, Arkansas, on _____, 2020 ; and

Whereas, said Covenants provide for the establishment of a Property Owner's Association to enforce said covenants and protect property values within said PUD; and

Whereas, Cedar Crest Property Owners Association, Inc., has been duly created as a non-profit domestic, mutual benefit corporation under the laws of the State of Arkansas on this _____, 2020, and therefore, bylaws are needed for the order and organization of said corporation;

Therefore, the Bylaws for Cedar Crest Property Owners Association, Inc. (a/k/a Cedar Crest POA) are hereby stated and adopted as following, effective immediately on _____, 2020.

ARTICLE I
Definitions

Section 1. "POA" shall mean and refer to the Cedar Crest Property Owners Association, a non-profit corporation organized under the laws of the state of Arkansas, consisting of all property owners of record in the Cedar Crest development of Farmington, Arkansas.

Section 2. "Covenants" shall mean and refer to the Restrictive Covenants filed by HAMPTON HOLDINGS, LLC, and any subsequent revisions filed by the Developer or POA with the County Clerk of Washington County, Arkansas, a current copy of which is attached hereto as of the date hereof.

Section 3. "Developer or Developer" shall mean and refer to HAMPTON HOLDINGS, LLC, an Arkansas limited liability company, and its successor and assigns *if* such successor purchases 100% of the remaining Hampton Holdings, LLC interest in the Cedar Crest PUD in its entirety.

Section 4. "Development" shall mean and refer to the Cedar Crest PUD located in Farmington, Washington County, Arkansas, a copy of the plat for which is attached hereto.

Section 5. "Common Areas" shall mean and refer to those areas so designated upon the recorded PUD plat of the Development and to any area or improvement hereafter so designated by the Developer and intended to be devoted to the common use and enjoyment of the property owners in the Development.

Section 6. "Board" shall mean and refer to the duly elected and acting Board of Directors of the Cedar Crest Property Owners Association.

Section 7. "Member" shall mean and refer to every person or entity who is a record owner of a fee simple estate in one or more lots located in the Development.

ARTICLE II Organization and Responsibilities of the POA

Section 1. Organization.

- A. The POA has been established by Hampton Holdings, LLC, the original developer, as a non-profit corporation under the laws of the state of Arkansas.
- B. Initially, the POA shall be controlled by Hampton Holdings, LLC, who developed the PUD. Hampton Holdings shall maintain control of the POA until such time as lots containing 90% of the residential units are sold to end users who are not Hampton Holdings, to protect Developer's vision for and large investment in the PUD.
- C. When lots containing 90% of the residential units within Cedar Crest have been sold to end users who are not the Developer, the following organizational structure shall be implemented for the POA
 - a. At the first POA meeting, the Members shall elect a Board of Directors to hold the offices of President, Vice President, Secretary and Treasurer. The Members shall also elect three other at-large, non-officer Directors to help govern the POA.
- D. The responsibilities and duties of the Members and Board shall be set forth herein.

Section 2. Board of Directors' Responsibilities, Qualifications, and Terms.

- A. In accordance with the Protective Covenants filed for Cedar Crest, when lots containing 90% of the residential units within Cedar Crest have been sold to end-users who are not the Developer, the following shall be implemented for the POA; until that time, Hampton Holdings, LLC, who developed the PUD, will maintain full control of all aspects of the POA and members and managers of Hampton Holdings, LLC will act as the authorized agents for the POA.
- B. Qualifications: A Director must be a Cedar Crest property owner of record and POA Member in good standing (no delinquent POA dues and no outstanding POA actions against the Member) and must have been duly elected as provided in these bylaws.
- C. Number: The Board of Directors shall be composed of 5 members.
- D. Term of Office: The initial Board of Directors shall serve until the Annual Meeting of Members held the first Tuesday in May 2022, or the first Tuesday in May following the turn over of the POA from the Developer, whichever occurs later. The regular term of office of a Director shall be two (2) years. The term shall begin at the close of the Annual Meeting of members which will be held the first Tuesday in May each year. The term shall expire at the Annual Meeting two years later.
- E. Removal:

- a. A Director may be removed from office for cause by a 2/3 majority vote of the Board of Directors or a simple majority vote of the Members of the POA. “Cause” as used in these bylaws may include, but not be limited to:
 - i. Being absent from three (3) consecutive called meetings or 4 meetings total within one year;
 - ii. Mental or physical conditions rendering the Director incapable of performing normal duties;
 - iii. Interfering directly in the operation of the POA;
 - iv. Irreputable conduct.
 - b. The entire Board of Directors may be removed from office upon a vote of the membership of the POA that is conducted in the following manner:
 - i. Ten (10) percent of the members of the POA must sign a petition for such a vote and forward the same to the Board; then
 - ii. The Secretary of the Board shall prepare written ballots and a letter of explanation for such an election within 10 days of the request for such an election and mail the same ballots to each member of the POA.
 - iii. The ballots shall contain a notice that the ballots must be post-marked for return mail to the POA within 10 days of the date of the letter contained therein.
 - iv. The Board and any POA members who wish to attend and audit said vote counting shall count the votes for a removal of the entire board 30 days after the date of the letter and ballot mailing to the POA members.
 - v. A simple majority of all votes received requesting the removal of all Board Members shall be effective in removing the entire Board.
 - vi. If such an election occurs, the POA shall hold a member meeting, with sufficient written notice of the meeting to elect new Board members being given in writing to all property owners. The meeting to elect new Board Members shall be held within 21 days of the removal of the prior Board of Directors.
 - vii. The Secretary and Treasurer of the old Board shall cooperate fully with election and provide POA records and funds for all necessary expenditures related to the elections and shall hand over all documentation of previous Board actions to the Members who are organizing a vote for the new Board.
- F. Vacancies: If a Director, for any reason, does not complete a term of office, the Board may appoint, by majority vote, any member in good standing to serve until the completion of the term. If the vacancy is not filled by the Board, it shall be filled at the next succeeding annual meeting of members.

ARTICLE III

Board of Directors: Right of Assessment, Powers and Duties

Section 1. Right of Assessment.

- A. The Developer, and subsequently the Board shall have the responsibility to levy and provide for collection of annual dues from Members to be used for the improvement and maintenance of properties, services, and facilities devoted to the Development for the purposes of improving the quality of life for Members and enhancing the property values in the Development. The use of dues shall include, but not be limited to:
 - a. Payment of all taxes assessed against the property owned by the POA.
 - b. Payment of the premiums of all insurance policies required, in the reasonable judgment of the Board, for the protection of the POA, its Directors, officers, employees, and property.
 - c. Maintenance, repair or replacement or additions to the facilities and supplies and equipment of the POA.
 - d. Providing for the repair, maintenance or replacement of those amenities deemed necessary to properly promote the recreation, health, safety and welfare of the property owners.
- B. In order to raise or lower the current assessment/annual dues, the Board must call for a vote of POA members. The POA may raise or lower the annual dues upon a 2/3 majority vote of a quorum of the members as provided in Article VII. The initial dues shall be \$250/year per lot in the Development. Dues may not be raised beyond \$400.00 without a vote approving such increase by 3/4 of the POA members.

Section 2. Powers.

The Developer, and subsequently the Board shall have the power to:

- A. Own and operate the Common Areas of the PUD and the facilities thereon, and any other real estate or improvements thereon necessary for the efficient operation of the POA.
- B. Levy and collect service or use charges and admissions or other fees for the use and enjoyment of the Common Areas, in addition to the annual dues assessments.
- C. Open a POA deposit and checking account. The initial account shall be opened by the Developer and only one signature shall be required on drafts on this account as long as it is controlled by Developer, simply for ease of operations. The Developer will be removed as a signatory on the account whenever a new complete Board is elected and a new President and Treasurer are named to the Board and added as signatories to the POA bank account. Once the members take control of the POA, all accounts in the name of the POA shall require two signatures on all drafts and checks written on the account. Future Presidents and Treasurers shall have the power to change banks used by the POA, provided all records are kept from all previous POA bank accounts.
- D. Adopt and publish rules and regulations and enact and publish resolutions which the Board deems necessary for the efficient operation of the POA, including, but not limited to the use of the Properties, and all facilities thereon, and the personal conduct of the Members and guests in the Common Areas.
- E. Suspend some or all of the rights of any Member or guest, including the right of a Member to vote, or impose fines and late fees for any Member who is in default of or who refuses to pay any annual or special dues or any service or use charge or any

admission or other fee which has been properly levied, or who has violated any published rule, regulation or resolution adopted by the Board as provided above or any state or federal law. However, suspension for nonpayment of any dues or charge can only be for the period of time the same remains unpaid and suspension for violation of a rule, regulation or resolution cannot be for a period exceeding thirty (30) days. No such suspension as mentioned above shall take effect until the Member in question has been given notice of the violation and a right to immediately cure.

- F. Retain counsel and employ the services of any other professionals needed to assist and/or represent the POA;
- G. Take any and all necessary actions to enforce the Covenants with regard to any Member or Member's guest or tenant.
- H. Employ or appoint the officers or other necessary employees of the corporation as set forth herein, setting any necessary salaries, and describing job responsibilities and job description, as well as the terms and conditions of their employment or appointment, and require security or fidelity bonds as necessary.
- I. Limit the number of members per lot or living unit who may be entitled to the benefit of using the Common Areas.
- J. Enforce all rights, covenants, restrictions, and agreements applicable to the properties and the owners and tenants thereof, and to the Common Areas, as provided herein and in the Covenants, articles of incorporation, or all applicable laws.
- K. Conduct any business authorized herein which will promote the common benefit and enjoyment of the membership.
- L. Borrow money for the purpose of promoting the recreation, health, safety, and welfare of the membership as well as managing and maintaining the Common Areas, equipment, supplies, and affairs of the POA, and shall have the power to mortgage Common Areas in aid thereof.
- M. Perform all acts required or authorized by the Articles of Incorporation, Covenants, or these Bylaws.

Section 3. Duties.

- A. It shall be the duty of the Board to:
 - a. Faithfully and diligently operate and manage the POA as well as enforce the Restrictive Covenants related to the Development.
 - b. Efficiently and effectively manage, maintain, and repair all common areas and improvements located thereon in the Development.
 - c. Keep a complete record of all its acts and of all corporate affairs and present a summary of the same at each annual meeting of the POA or at any special meeting of the Members which has been requested in writing by twenty five (25) percent of the voting POA members
 - d. Make the books and records of the POA, including, but not limited to the rules, regulations and resolutions passed by the Board, available to the membership for inspection and copying to the extent permitted by the law.

The Secretary shall have the responsibility of maintaining the minutes and records of all Board and POA activities.

- e. Establish policies relative to the management of the POA.
 - f. At the first meeting of the Board immediately following the regular annual meeting of Members, set a calendar for the meetings of the Board for the next one year period. However, special meetings of the Board and POA may be called as needed in accordance with the terms hereof.
- B. The Treasurer shall have the obligation to collect and deposit all dues, levies, fines and use fees of the POA. The Treasurer shall also have the responsibility to pay any and all invoices, bills, and obligations of the POA that are properly due and owing related to services or products provided to the POA.

ARTICLE IV. Board of Directors: Meetings

- A. **Regular Meetings:** Once the POA is turned over to the Board by the Developer, the Board of Directors shall meet at least three times each year including immediately following the Annual Meeting of Members each May, the first Tuesday in September, and the first Tuesday in February.
- a. Reminder notices of each meeting shall be sent to each Director by the Secretary at least two weeks prior to the meeting of the Board.
- B. **Special Meetings:** Special Meetings of the Board may be called as necessary as long as sufficient notice for said meetings is given by the Secretary.
- C. **Quorum:** The physical presence of a majority of the Board shall constitute a quorum sufficient to permit the meeting to proceed. All Board decisions must be made by the vote of a majority of all Directors, except as otherwise provided herein.
- D. **Proxy Votes:** A Director may cast votes at any meeting of the Board by appointing a proxy. The Director must complete and sign a proxy vote form. The appointment of a proxy is not effective until the Director delivers the completed appointment to the Secretary and a copy of the same to their appointed proxy. The appointment of a proxy may be general or limited but may be not be utilized by a single Director for more than 1 regular Board meeting per year.
- E. **Duties of Officers at Meetings:**
- a. **President:** The president shall run the Meetings of the Board and the POA unless he or she is unable to attend.
 - b. **Vice President:** The Vice president shall run the Meetings of the Board or the POA in the event the President is unable to attend and shall otherwise assist the President with the duties of running the Board and POA.
 - c. **Secretary:** The Secretary shall maintain a written record of attendance and all Board/POA business conducted at Board and POA meetings as well as send notice of all meetings to all members of the relevant meeting group.
 - d. **Treasurer:** The Treasurer shall maintain accurate, written records of all financial transactions of the POA and Board and give a report thereof at all POA and Board meetings.

ARTICLE V
Contracts, Loans, Checks and Deposits

- A. The POA is initially controlled by Hampton Holdings, LLC, and the members and managers thereof will be the parties authorized to establish the initial bank account for the POA and transact all expenses for the POA through such account until such time as the members take control of said POA .
- B. The Board may authorize the President or any office or officers or any other agent of the POA or Board to enter into any contract and execute any instrument evidencing the same in the name of the POA, provided such contract and the products or services to be provided therein are not in contradiction of the terms herein or in the restrictive covenants.
- C. The POA shall maintain a bank account at a properly licensed and registered bank in the state of Arkansas and the Treasurer shall be charged with maintaining all records related thereto. All funds of the POA not otherwise employed shall be deposited from time to time to the credit of the POA in the POA bank accounts.
- D. No loans shall be contracted on behalf of the POA and no evidences of indebtedness shall be issued in the name of the POA unless authorized by a resolution of the Board of Directors.
- E. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the POA shall be signed by the Treasurer and any other officer designated by the POA. All checks must be signed by two parties after control of the POA is turned over to the members.

ARTICLE VI
Rights of Members

- A. **Meetings:**
 - a. POA members shall be permitted to attend any and all POA meetings and Board meetings, even if not permitted to vote, provided the member's conduct is appropriate and conducive to such a meeting.
 - b. **Notice:** Notice of all meetings, including the Annual Member Meeting, once control is relinquished by the Developer, shall be mailed (electronic mail is acceptable) to each member at least fifteen (15) days in advance of the meeting and shall set forth, in general, the nature of the business to be conducted.
 - c. **Voting. POA voting rights are distributed as follows:**
 - i. Each townhome lot in the PUD shall be entitled to two votes per lot (Applies to lot numbers:).
 - ii. Each duplex lot in the PUD shall be entitled to one vote per lot (Applies to lot numbers:).
 - iii. Each single family lot in the PUD shall be entitled to 1 vote per lot (Applies to lot numbers:).

- iv. For Each voting member in the POA, his or her name must be on the deed of record for said piece of property. Where there is more than one party's name on the deed for a particular lot in the Development, the parties named on said deed will have to determine among themselves who will hold the voting rights for the parcel in the POA. Note, this does not exclude other parties living at a property in the Development from using the Common Areas of the Development, provided however, the POA must set forth policies and provisions related to the use of Common Areas.
- v. A Member's voting rights may be suspended for failure to pay assessed dues, fees or fines or for failure to comply with rules and regulations promulgated by the Board.
- vi. A member may vote by written proxy provided evidence of such proxy is given to the Secretary prior to the commencement of the meeting where such voting is to take place.
- vii. **Quorum:** Except as otherwise provided for voting on an annual or special assessment, the Members present, in person or constructively, at any meeting shall constitute a quorum. All decisions shall be made by a majority of the Members present and voting. If voting is by ballot only, the receipt by the POA of the valid ballot of a qualified vote either by mail or personal delivery at or before the commencement of such meeting shall constitute the constructive presence of such vote for the purpose of determining whether a quorum is present.

- B. **Evidences of Records.** Members may request, in writing, to see the corporate records of the POA as well as the Secretary's minutes of meetings and the Treasurer's records in accordance with all laws permitting the same and all other requirements contained herein. These reasonable requests shall be fulfilled in a timely manner by the POA Board.
- C. **Use of Common Areas.** All members of the POA (and subsequently their tenants) who have properly paid all dues, fees and fines shall be permitted to use the Common Areas and property amenities in accordance with POA rules and regulations. In the event a Member fails to abide by POA rules and regulations, his or her privileges to use said amenities may be revoked until evidence of compliance and payment of any violation fees is provided to the POA.
- D. **Submission of Complaints/Violations.** Members of the POA shall be permitted to submit written complaints on behalf of themselves and/or their tenants regarding POA policies and the enforcement thereof in addition to the enforcement of the Restrictive Covenants to the Board at any time and all complaints and notices of violations submitted to the POA shall be discussed at each Board meeting and where there is substantial evidence of a Restrictive Covenant violation or failure to follow another POA rule or regulation, appropriate action shall be taken by the Board and notice of said action taken shall be given to the Member submitting the complaint or violation. The board may levy fines for violations and/or remove access to common areas. Both of these penalties for violation may be enforced in a court of law and/or a lien may be filed on the lot that is associated with the violation. Late fees may also be assessed each month after three months if a fine is not paid. If a fine is levied for a violation and said fine is not paid within 6 months, a lien may be filed on the lot and if the fine is not paid in full with 12

months from the date of violation, the POA may file foreclosure proceedings to be paid for its lien.

**ARTICLE VII
Committees**

- A. The President of the Board may appoint such committees as may be necessary during the course of the year.
- B. The committees may be general and having terms of 2 years or may be project specific with terms lasting until a certain project is completed.
- C. All members of a committee must be members of the POA in good standing and no member may serve on more than two committees at a single time.
- D. Each committee shall elect from amongst its members a chairperson by majority vote. Committee members shall also elect a secretary to take minutes of all committee meetings and report all committee business to the Board at regularly-scheduled Board meetings and the Annual meeting of Members.
- E. The duty of each committee is to analyze, discuss and solve the problems identified within its area(s) of concern.

**ARTICLE VIII
Miscellaneous Provisions**

- A. Parliamentary Procedure: The current edition of Robert's rules of Order and Parliamentary Procedure, or a simplified version thereof if adopted by the Board, governs the POA in all meetings or situations that are not provided for in these Bylaws, the Articles, or the Covenants.
- B. These Bylaws may be amended and changed by a simple majority of the voting members or by the Developer as deemed necessary in its discretion.
- C. Conflict: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Covenants and these Bylaws or the Articles, the Covenants filed of record shall control.

IN WITNESS WHEREOF, We, being the Developer and the controlling party of the POA, adopted these Bylaws on the _____, 2020.

HAMPTON HOLDINGS, LLC, Developer
By: Tamara Martin

DRAFT

**PROTECTIVE COVENANTS
CEDAR CREST PUD
FARMINGTON, ARKANSAS**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Hampton Holdings, LLC is the record owners of the following property:

LEGAL DESCRIPTION: Lots _____ of Cedar Crest PUD, in the City of Farmington, AR;

WHEREAS, Hampton Holdings, LLC, now being the Developer of Cedar Crest PUD, herein also known as the Development Owner, and therefore having 5 votes per lot for a total of ____ votes, Hampton Holdings, LLC hereby creates the covenants relating to said PUD as follows and will file the same with the Washington County Clerk.

PREAMBLE

1. Applicability: These Protective Covenants for the Cedar Crest PUD, Farmington, AR, shall apply to all property owners and tenants of the Development.

Article 1

Permitted Uses of and Construction Restrictions on Residential Lots

1. Restriction of Type of Dwelling:

- a. **Single-Family Residence:** All residential lots numbered _____ on the plat of said addition, shall only be used for construction of single-family residences – one per lot. No lot shall be further divided.
- b. **Duplex Multi-Family Residence:** All residential lots numbered _____ on the plat of said addition, shall only be used for construction of duplex residences – one per lot. No lot shall be further divided.
- c. **Townhome Multi-Family Residence:** All residential lots numbered _____ on the plat of said addition, shall only be used for construction of townhome residences – one per lot. No lot shall be further divided.
- d. **New Construction:** All residences shall be of new construction built on site, and no residence may be moved from another area into the addition. No mobile, modular, or manufactured home of any kind shall be allowed or placed or parked, either permanently or temporarily, on any lot. However, these restrictions shall not preclude any construction trailers or necessary construction equipment from being placed upon the property during construction of the new home.
- e. **Size of Single-Family Residences:** All single-family residences constructed in Cedar Crest shall contain a minimum of one thousand three

hundred fifty (1350) heated and cooled square feet, exclusive of garages, porches and outbuildings.

- f. **Size of Duplex Multi-Family Residences:** All duplex residences constructed in Cedar Crest shall contain a minimum of one thousand (1000) and maximum of one thousand eight hundred (1800) heated and cooled square feet per unit, exclusive of garages, porches and outbuildings.
- g. **Size of Townhome Multi-Family Residences:** All townhome multi-family residences constructed in Cedar Crest shall contain a minimum of nine hundred (900) and maximum of one thousand six hundred (1600) heated and cooled square feet per unit, exclusive of garages, porches and outbuildings.
- h. **Roofs:** All roofs on all lots regardless of dwelling type shall have a minimum 8/12 roof pitch. Shed roofs for porches or dormers may have a lesser pitch if approved by the ARC. No standard 3-tab roofing material shall be allowed except as needed for ridges.
- i. **Single-Family Residence Garages:** All single-family dwellings must have a minimum two-car enclosed and attached garage, and a maximum 4 car enclosed garage. A detached garage is permitted and must meet the same criteria as the exterior of the dwelling. No carport shall be permitted in said PUD.

2. Commencement of Construction:

- a. Within 2 1/2 years of the date of delivery to an Owner of a deed to an Unimproved Lot, or otherwise from the date of Owner's acquisition of title to an Unimproved Lot if title is obtained other than by deed, an Owner shall obtain a Permit for construction of a single-family or multi-family residence on its Lot and actually commence construction of the approved Improvements. As used in this section, the term "Unimproved Lot" shall mean a Lot upon which no structure or other Improvements constituting a single-family or multi-family residence is located. The obligation to commence development of an Unimproved Lot shall exist, from the date of purchase from the Development Owner, without regard to whether the Owner of the Unimproved Lot obtained title from the Development Owner or a subsequent owner. Development Owner, in its sole discretion, and for any reason or no reason, may waive the rights reserved by it in this section or grant an extension of the deadline for obtaining a Development Permit and commencing construction
- b. **Development Owner's Right to Repurchase.** Development owner hereby reserves unto itself, its successors and assigns, the right to repurchase the subject Unimproved Lot from the Owner thereof if the Owner fails to satisfy the requirements of subsection (2a) above. The purchase price to be paid by Development Owner upon its exercise of the repurchase right shall be the lesser of (a) an amount equal to the purchase price paid by the initial purchaser of the subject Lot from Development Owner, without interest or any other increase, or (b) the fair market value of the Lot at the time of exercise of the right to repurchase. The fair market value of the Lot shall be determined by agreement of the parties or, if no agreement, then by a neutral appraiser appointed by the American

Arbitration Association or its reasonable successor. Any such appraiser shall have experience in appraising residential real estate in Farmington, AR. Development Owner and the Owner shall share the cost of any such appraisal. The purchase price shall be paid at the closing of the repurchase. The Owner of the subject Lot shall convey title to the Lot subject only to the easements and encumbrances actually affecting the Lot at the time of its conveyance by Development Owner to the initial purchaser. If the Lot is subject to liens or encumbrances other than those affecting the Lot at the time of its conveyance by Development Owner, Development Owner may, at the closing of the Lot purchase, first subtract the outstanding balance of such liens (to the extent they may be liquidated) plus all accrued, unpaid interest thereon from the purchase price, satisfy the liquidated liens with such funds, and pay the reduced purchase price amount to the selling Owner at closing. The repurchase right created by this section is superior to all subsequently filed liens and encumbrances burdening the Lots subject to this Bill of Assurance. Development Owner's repurchase right shall automatically expire with respect to a Lot upon commencement of construction and substantial progress toward completion of a single-family residence constructed in accordance with the Architectural Control Committee's approval.

3. Architectural Review Committee (ARC):

- a. All plans for improvements to be constructed on lots in the PUD shall first be submitted for review and approval by the Architectural Review Committee ("ARC"). The construction plans and specifications, and a plot plan showing the location of the structure, driveway, and sidewalks shall be submitted to the Architectural Control Committee. Approval by the Architectural Review Committee must be obtained in writing before construction or any improvement on any lot in the PUD begins and any variances to the improvement initially approved must be authorized in writing by the ARC. The initial Architectural Review Committee shall consist of the Development Owner, HAMPTON HOLDINGS, LLC. Upon completion of the final lot sale and the establishment of the POA, the Architectural Review Committee will be made up of 3 of the officers of the POA for the purposes of approving all building and plot plans for the construction, placement, and alteration of all homes, outbuildings or other permanent improvements on all lots located in Cedar Crest ensuring that said actions are consistent with the standards set forth herein so that maximum property values shall be maintained for all property owners in the addition. Until such time as the POA's ARC is established in accordance herewith, the Development Owner shall have sole discretion in approving or failing to approve all plans submitted for review prior to building in Cedar Crest, provided all such disapprovals are reasonable in light of this document.
- b. If and when Phase II of Cedar Crest (or another subsequent phase) is developed, the developer of that Phase shall have complete control of the ARC, and plan approval or disapproval in accordance with all filed covenants related to the property, in relation to the phase it is developing, until 90% of the lots are sold to the end-users in that Phase of the

development, at which time the ARC shall be turned over to members of the POA.

4. Exterior of Dwellings:

- a. **Single-Family Residence:** The exterior of all single-family dwellings erected on said lot or lots in said PUD shall be of a veneer construction to the extent that the exterior of the first floor of said dwelling consists of 3 sides of brick or fiber cement siding. The back side of a dwelling may contain vinyl siding if there is no fiber cement siding on either side of the home. The front of all dwellings must be at least 50% masonry veneer. Fiber cement products may also be used on the front of the dwelling under the condition that 50% of the front of the dwelling is of masonry veneer. If and where fiber cement is used on the sides of the dwelling, a brick skirt is also required. Fiber cement products and vinyl siding may never intersect.
- b. No vinyl siding may be used on the front exterior of a single-family residence except that vinyl shake siding may be used on a maximum of 200 square feet above the first floor exterior. Notwithstanding anything herein, vinyl soffit and fascia materials shall be permitted.
- c. **Duplex Multi-Family Residence:** The exterior of all duplex dwellings erected on said lot or lots in said PUD shall be of a veneer construction to the extent that the exterior of the first floor of said dwelling consists of 3 sides of brick or fiber cement siding. The back side of a dwelling may contain vinyl siding if there is no fiber cement siding on either side of the home. The front of all dwellings must be at least 50% masonry veneer. Fiber cement products may also be used on the front of the dwelling under the condition that 50% of the front of the dwelling is of masonry veneer. If and where fiber cement is used on the sides of the dwelling, a brick skirt is also required. Fiber cement products and vinyl siding may never intersect.
- d. No vinyl siding may be used on the front exterior of a duplex residence except that vinyl shake siding may be used on a maximum of 200 square feet above the first floor exterior. Notwithstanding anything herein, vinyl soffit and fascia materials shall be permitted.
- e. **Townhome Multi-Family Residence:** The exterior of all townhome dwellings erected on said lot or lots in said PUD shall be of a veneer construction to the extent that the exterior of the first floor of said dwelling consists of all 4 sides of brick or fiber cement siding. The front of all dwellings must be at least 50% masonry veneer. Fiber cement products may also be used on the front of the dwelling under the condition that 50% of the front of the dwelling is of masonry veneer. If and where fiber cement is used on the sides of the dwelling, a brick skirt is also required.
- f. No vinyl siding is permitted on townhome residences except that vinyl shake siding may be used on a maximum of 200 square feet above the first floor exterior. Notwithstanding anything herein, vinyl soffit and fascia materials shall be permitted.
- g. Dri-vit material shall not be allowed. No buildings shall be located within any building setback lines as defined on the Final Plat of the PUD.

- h. No dwelling shall be constructed or erected on any lot in said PUD that has exposed or painted cinder blocks on the exterior of any such dwelling.
- i. No window air conditioning units shall be installed in any residence, outbuilding, or other structure.
- j. All playground equipment and trampolines must be kept behind the primary residential structure.

5. **Structures Other than Dwellings:**

- a. No additional structure such as porches, garages, storage buildings, above ground swimming pools in excess of 7 feet in diameter, etc. shall be erected or placed on any lot in this PUD until the plans and specifications showing the type and location have been approved in writing as to the conformity and harmony of external design and existing improvements in the addition by the ARC.
- b. No structure of a temporary character, house trailer, basement, shack, garage, barn, or other outbuilding shall be used on any lot at any time either temporarily or permanently unless approved by the ARC. Storage buildings are allowed as per above.

- 6. **Mailbox:** The mailbox must meet the criteria of the US postal service and must have an exterior constructed of brick or rock or wrought iron.
- 7. **Driveway:** The driveway must be at least 12 feet wide and shall be constructed of concrete. Other driveway composite must be approved by the ARC. A 4 foot wide sidewalk must also be constructed parallel to the street end at the property line and tie into the adjacent sidewalks.
- 8. **Fences:** All fences shall be approved by the ARC. Fencing of front yards is prohibited. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot. There shall be no chain link fences. No fencing shall exceed six feet in height.
- 9. **Limited Access:** There shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.
- 10. **Drilling and Mining:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.
- 11. **Satellite Dishes Prohibited:** Any and all satellite dishes over 18" in diameter shall be prohibited in the PUD. Satellite dishes under 18" are allowed but shall be screened so that they are not readily visible from the street.
- 12. **Vehicles:**
 - a. No vehicles may be parked overnight in the streets of this PUD. Lot owners and tenants shall provide sufficient off street parking to accommodate the vehicles used by their family and guests except for brief social gatherings.
 - b. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said PUD, either on the streets or on privately owned lots.

- c. The parking or storage of unused or unlicensed motor vehicles is prohibited. No vehicles in inoperative condition shall be permitted. The owner or tenant of each lot shall remove these vehicles. Permanent or semi-permanent storage of such vehicles or items shall not be permitted. Parking of any vehicle off the driveway (in the yard) shall not be permitted.
 - d. No boat, mobile home, aircraft, trailer, recreational vehicle, ATV or otherwise (which the Property Owner's Association deems to be a nuisance, unsightly, or inappropriate) may be kept, parked, stored on the front of the property. These vehicles must be stored out of sight from the front of the property.
13. **Recreational Vehicles and Boats:** Recreational and camping vehicles and boats may be stored and parked on the lots only if they are located behind the house, guesthouse or fence, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone, or decorative wood.
14. **Landscaping Requirements:** At least 75% of the front of each home, exclusive of garage space, must be landscaped. Each lot owner must plant and maintain at least one 2" diameter tree. All front yards must be fully landscaped and sodded at the time of a home's completion.
15. **Business Use of Residence:** No business or trade activity shall be carried on upon any residential lot where clients or customers come to the residence.
16. **Signs:** No sign of any kinds shall be displayed to the public view on any Lot or any portion of the easement areas. An exception to this rule is one sign of customary and reasonable dimension advertising for sale or lease of a single-family residence or duplex residence may be permitted. As well as, the Development Owner may display signs during construction for permitting and advertising purposes.
17. **Nuisances:** No noxious or offensive activities or nuisances shall be permitted in, upon, or around any lot or within any common area.
18. **Animals:** No animals shall be kept or maintained, raised, or bred anywhere on any Lot for commercial purpose. Only customary domesticated household pets are allowed and are to be kept subject to the rules. Two hens may be permitted to produce eggs for household consumption, but only if the hens are not a nuisance to the neighbors.
- a. Disturbance: Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other lots. No pets may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
 - b. Limited Yard Privilege: Dogs and cats may be kept within a fenced yard only if they do not disturb or annoy people on or around the Property. The Property Owner's Association may permanently revoke the privilege of

keeping the dog or cat on a patio within a courtyard or in a fenced yard. Thereafter, the dog or cat must be maintained inside the dwelling.

- c. Leash Requirement: Household pets are not permitted to run free throughout the PUD and must be kept on a leash or under the direct control of its owner when anywhere in the PUD other than within the owner or tenant's residence or fenced yard.

Article 2

Maintenance of Residence and Lot

19. Garbage and Refuse Disposal: No owner or tenant shall accumulate on his Lot litter, refuse, or garbage except in garbage receptacles. These receptacles must be used when placing the trash by the curb for pick up. All receptacles for storage and disposal of such materials shall be kept in clean and sanitary condition.

20. Maintenance of Lot:

- a. All lots in said PUD shall be maintained in a neat and orderly manner so as to not be unsightly or detract from the surrounding neighborhood.
- b. No trash, ashes, or other refuse may be thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the ARC or POA may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. All grasses and weeds on a vacant lot must be trimmed to no higher than 8 inches above ground level. Any refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse. All grass and weeds shall be trimmed to a height that will appear to be neat and orderly.
- c. All landscaping and turf must be properly maintained.
- d. No clothesline, drying yards, or woods pile shall be permitted between the front building line and the front lot line and if such is desired, it must be between the rear of the residence and the rear property line and shall not be exposed to an interior or exterior street.
- e. Christmas decorations shall not be allowed prior to November 15th or after January 31st.
- f. Upon owner's failure to properly maintain lot, fences, outside structures or outdoor decorations as described in these covenants, the ARC shall be entitled to charge a reasonable fee to the owner of the lot for said service and be entitled to file a lien for said expenses.

Article 3

Property Owner's Association

21. Establishment of Property Owner's Association (POA): The POA shall be created and filed with the Arkansas Secretary of State's office within 15 days of the date hereof. Upon the sale of 90% of all lots in the addition to end-users, the POA shall be turned over from the control of the Development Owner to the property owners themselves. The purpose of the POA shall be to maintain the common areas established by the Development Owner, enforce the restrictive

covenants contained herein, and promote the betterment of the addition. Upon the turning over of control of the POA, the Development Owner shall call a meeting of all lot owners in the addition and provide written notice of the same to all lot owners, where initial officers shall be elected as well as a committee appointed to write the bylaws of the POA. The Development Owner shall deed all common areas to POA upon the completion of their construction. The bylaws of the POA shall include regulations governing the use of the common areas and amount and due date of dues to be paid among other items necessary to the establishment and the maintenance of the POA.

22. Membership:

- a. All lot owners must be members of the Property Owner's Association and shall automatically become a member of the Property Owner's Association with purchase of a lot (improved or unimproved) within the PUD.
- b. This shall apply to all property owners in all phases of the Cedar Crest PUD in Farmington, AR.

23. POA Dues:

- a. As of _____, 2020, the Property Owner's Association annual dues will be \$250 per living unit per year.
- b. The initial yearly membership fee of \$250 per living unit per year will be paid upon closing and will be sent directly to the office of the Property Owner's Association. Said initial fee will be pro-rated based on the month in which the lot buyer closes on said lot(s). The Development Owner's office shall be the initial office of the POA.
- c. The Property Owner's Association has the right to adjust annual dues based on cost of maintenance for the common areas and other POA needs, although such dues shall not exceed \$600 per living unit per year without a formal amendment of this document to approve the same.
- d. In the event that a lot owner does not pay the required annual dues or any special assessment levied against the lot owned by the lot owner within 10 days of the due date thereof, the POA may begin charging a late fee of \$5/day and/or an interest rate of the maximum amount allowed by law until the payment is made. During the time of delinquency, the lot owner who has failed to pay the required dues will not be allowed to use the common areas of the addition.
- e. In consideration of the expenses incurred by the Development Owner in creating the common areas, including but not limited to the PUD perimeter signage and fencing as well as the pool area and pavilion, as well as maintenance costs for all lots contained therein which have not been sold to a third party, Hampton Holdings, LLC (the Development Owner) shall not be responsible for payment of POA dues until _____, 2020.
- f. In consideration of the expenses incurred by any subsequent Development Owner of a subsequent phase of Cedar Crest, in any upgrading of the common areas, as well as maintenance costs for all lots contained therein which have not been sold to a third party, Hampton Holdings, LLC or any subsequent the Development Owner shall not be responsible for payment

of POA dues until 24 months after filing of the final plat for a subsequent phase of the PUD.

24. **Voting:** Each single-family lot will carry one vote in the association, each duplex multi-family lot will carry one vote in the association, and each townhome multi-family lot will carry two votes in the association, except that the Development Owner, or any subsequent Development Owner shall have 5 votes per lot owned in consideration of the size of its investment in the PUD. Such vote may be voted in person or by written proxy on forms provided by the POA.
25. **Adherence to POA decisions:** By-laws of said organization shall be adhered to by all property owners and tenants, and assessments as set by said Property Owner's Association shall be paid when due by all lot owners.
26. **Responsibilities:** The Property Owner's Association shall be responsible for maintaining the common areas, including but not limited to any signs, any walls, the utility bills, landscaping maintenance, insurance and any other costs and expenses associated with the community pool and park as well as other common areas of the PUD.
27. **Creation of Lien and Personal Obligation for Dues/Assessment:** Each owner and POA member, by acceptance of the deed in his/her lot or other conveyance that gives him or her an interest in a lot in the addition, is deemed to covenant and agree to pay all annual assessments and special assessments properly levied through the POA. The assessments, together with the interest thereon, attorney's fees, court costs, and other costs of collection thereof, shall be a continuing lien upon the lot owner's lot against which dues are charged and assessments are made.
28. **Assessments for Capital Improvements and Indebtedness:** Whenever the POA sees the need for capital improvements to the common areas or indebtedness for the purpose of capital improvements, there must be a vote of the majority of the lot owners in the POA for approval of the same. If a majority of the members vote to assess an additional amount for capital improvements, the membership dues regulations outlined above shall apply for enforcement of that assessment as well. Any subsequent Development Owner, or subsequent Development Owner, shall be exempt from any assessment for Capital Improvements unless it owns less than 10% of the lots remaining in said Phase.
29. **Powers:** The POA shall have the power to enforce the covenants contained herein on behalf of the lot owners in the addition and shall have the power to take legal actions necessary to do the same. The POA shall also have the power to take whatever other actions that are deemed reasonable and foreseeable for a POA to take for the betterment of the addition, including, but not limited to electing officers and establishing the rules and guidelines regarding payment of POA dues, use of the common areas, and planning all addition events.
30. **Insurance/Indemnity:** The POA shall carry reasonable liability insurance purchased from a reputable, excellent-rated insurance company. All lot owners,

tenants, and guests thereof, hereby indemnify the POA from any and all liability resulting from all POA actions excluding criminal activity, gross negligence, or breach of contract.

Article 4

Common Areas: Development, Maintenance, Uses and Liabilities

31. **Creation and Development of Common Areas:** The Development Owner (of Phase I) shall create common areas within the addition for the enjoyment of the POA members of all phases of Cedar Crest PUD and their accompanied guests, including, but not limited to, a community pool and pavilion.
32. **Maintenance of Common Areas:** It shall be the responsibility of the POA to properly and reasonably maintain the common areas in the addition. The POA shall use the annual dues collected from lot owners for these purposes and may, only in special circumstances, levy a special assessment for the purposes of paying for upkeep and development of the common areas.
33. **Use of the Common Areas:** The common areas are being developed for the enjoyment of the lot owners and tenants of the addition and their guests, although any guests of an addition lot owner or tenant must be accompanied by said lot owner or tenant while the guest uses the common areas. The common areas may be reserved by lot owners or tenants for special functions in accordance with guidelines set forth by the POA.
34. **Liability for Common Areas:** The POA shall maintain proper liability insurance coverage for the common areas. The POA shall hereby indemnify and hold harmless the Development Owner for any and all claims and causes of actions related to the common areas in the absence of a showing of gross negligence on the part of the Development Owner in construction of said areas.

Article 5

Miscellaneous Provisions

35. **Covenants to Run with the Land:** All covenants and restrictions set out in these covenants are to run with the land and shall be binding on all the parties, their heirs, and assigns; provided, however, that the covenants and restrictions, except for covenants relating to the POA may be amended at any time by at least 75% of the POA votes in such addition where only one vote per lot shall be permitted, except that Development Owner shall have 5 votes per lot in consideration of the size of its investment in the PUD. Such amendments shall be made within, drafted so as to be recorded with the county clerk.
36. **Violations:** If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force it shall be lawful for any person or persons owning any interest in any lot or lots in said PUD to prosecute in law or equity any violation or attempted violation of any such

covenant or restriction, either to enjoin the person from doing so or to recover damages or other available penalties in law or equity for such violation or violations.

37. **Severability of covenants:** Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

Signed,

Hampton Holdings, LLC
Development of Cedar Crest PUD of Farmington, AR, as of _____, 2020.

DRAFT

City of Farmington, Arkansas Application for Variance/Waiver



Please fill out this form completely, supply all necessary information to support your request. Your application will not be placed on the agenda for Planning Commission/Board of Adjustment until all information is furnished.

Applicant: Mack Silva Day Phone: 479-236-6456
Address: 12198 Little Elm Rd Fax: 479-267-3285
Representative: _____ Day Phone: _____
Address: _____ Fax: _____
Property Owner: Silva Properties Day Phone: _____
Address: 12198 Little Elm Rd Fax: _____

Indicate where correspondence should be sent (circle one): Applicant — Representative — Owner

Describe Proposed Property In Detail (Attach additional pages if necessary)

Property Description
Site Address - Attached
Current Zoning -- _____

Attach legal description and site plan (a scaled drawing of the property showing accurate lot lines, surrounding zoning, adjacent owners and a north arrow is required.) Attach photos if they are helpful in describing your request.

Type of variance requested and reason for request:
40 Acre Tract, Split, need 4-5 Acre Tracts in Front (contig 02) and 2-10 Acre Tract off Jimmy Rowlett, I have to split 4 Tracts off contig 02 because of the ponds would be split in middle of 2 Tracts

Responsibilities of the Applicant:

1. Complete application and pay a \$25.00 application fee.
2. Provide a copy of the deed for the property. If the property is rented, provide written permission from the owner that the variance is allowable.
3. Written authorization from the property owner if someone other than the owners will be representing the request.
4. Publish the following notice in a newspaper of general circulation in the City no later than 7 days prior to the meeting, A copy of the proof of publication from the newspaper must be provided to the City 3 days before the meeting:

NOTICE OF PUBLIC MEETING

A petition for a variance at the property described below has been filed with the City of Farmington on the 12th day of April, 2021.

PLACE LEGAL DESCRIPTION HERE AND DESCRIPTION OF THE VARIANCE HERE

A public meeting to consider this request for variance at the above described property will be held on _____ day of _____, 20____, at 6:00 p.m. at Farmington City Hall, 354 West Main, Farmington, Arkansas. All interested persons are invited to attend.

Applicant/Representative: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incomplete, incorrect or false information is grounds for invalidation of the application. I understand that the City of Farmington may not approve my application or may set conditions on approval.

Mark Silva Date 4-12-21
Applicant Signature

Property Owner/Authorized Agent: I certify under penalty of perjury that I am the owner of the property that is the subject of this application and that I have read this application and consent to its filing. (If signed by the authorized agent, a letter from the property owner must be provided indicating the agent is authorized to act on their behalf.)

Mark Silva Date 4-12-21
Owner/Agent Signature

Find address or parcel



001-12264-000

760-03075-000

760-03073-000

760-03074-000

760-03038-000

001-12314-001

10 AC

10 AC

760-030

760-03100-000

Farmington

760-0306

001-12314-000

5 AC

5 AC

5 AC

760-03

5 AC

760-03053-000

760-0

BETHEL BLACKTOP WC 6

BETHEL BLACKTOP

760-03104-000

760-03087-000

760-03118-000

760-03117-000

001-12487-001

760-03103-000

760-03089-000

760-03098-000

760-03091-000

760-03093-000

760-03105-000

760-03077-000

760-03088-000

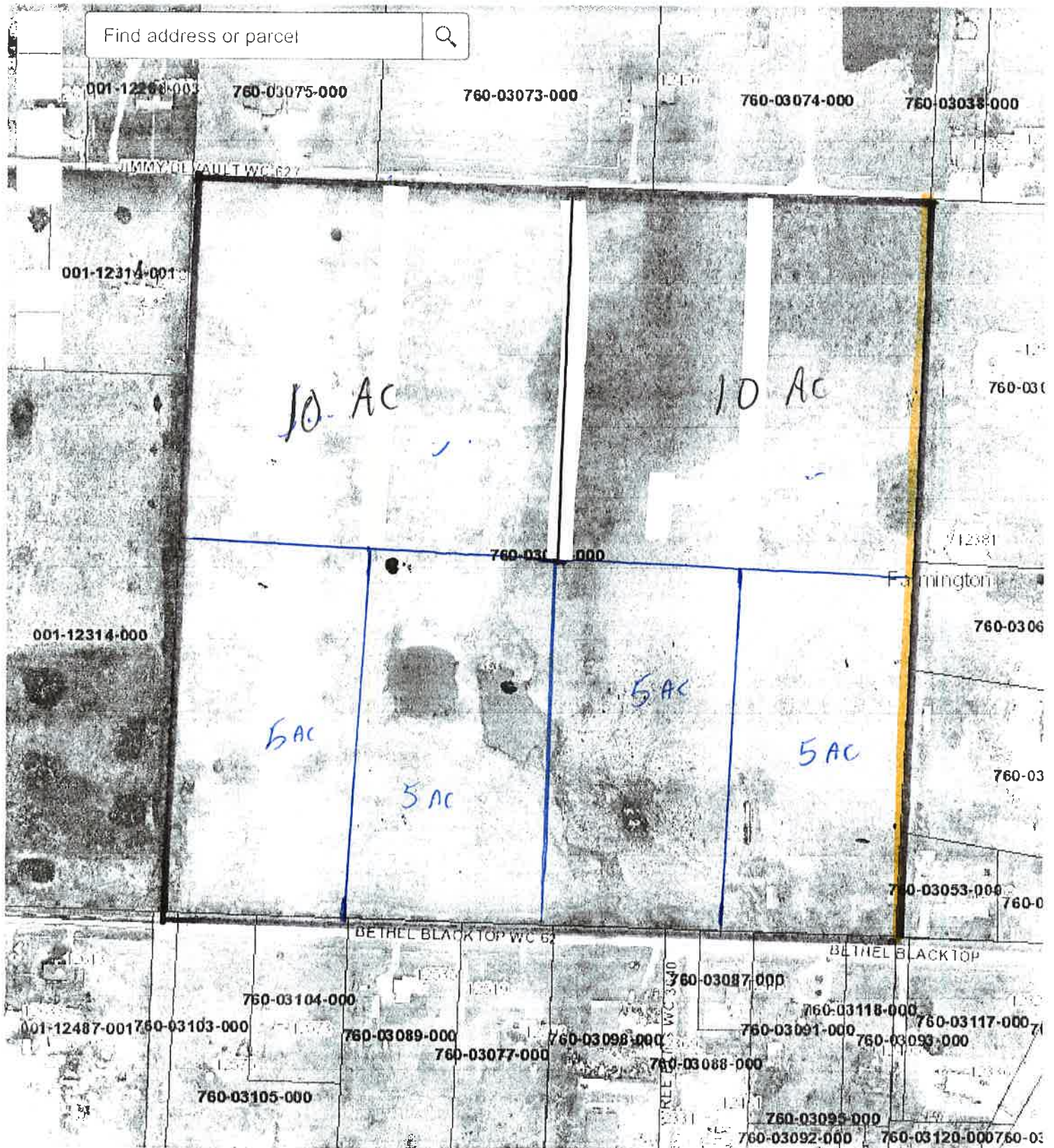
760-03095-000

760-03092-000

760-03120-000

Public Web Map

Find address or parcel



NORTHWEST ARKANSAS
Democrat  Gazette

P.O. BOX 8007, FAYETTEVILLE, AR, 72702 • 479-443-1100 • FAX: 479-443-4115 • WWW.NWGAZETTE.COM

AFFIDAVIT OF PUBLICATION

I, Brittany Smith, do solemnly swear that I am the Accounting Legal Clerk of the Northwest Arkansas Democrat-Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement the matter of: Notice pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

Mark Silva Commercial
Public Meeting

Was inserted in the Regular Edition on:
May 6, 2021

Publication Charges: \$27.30

Brittany Smith
Brittany Smith

Subscribed and sworn to before me
This 6 day of May, 2021.

Cathy Wiles
Notary Public
My Commission Expires: 02/20/24

Cathy Wiles
Benton COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires 02-20-2024
Commission No. 12397118

****NOTE****
Please do not pay from Affidavit.
Invoice will be sent.

NOTICE OF PUBLIC MEETING
Sylva Properties filed a petition for a variance at the property described below with the City of Farmington
40 ac tract Bichel Blacktop Rd, Farmington- Split into 6 ac. tracts instead of 4 ac tracts.
A public meet to consider this request for variance at the above described property will be held on the 24th day of May, 2021, at 6:00 pm at Farmington City Hall, 354 West Main, Farmington AR. All interested parties are invited to attend. 75413881 May 6, 2021

CITY OF FARMINGTON

APPLICATION FOR CONDITIONAL USE
FOR SALE OF FIREWORKS

Applicant's Name Hale Fireworks Central Arkansas Date 4-3-12

Address 120 N Holland

Phone # 479-381-1076

Zoning C-2 & R1

Description of proposed use: For Retail Sale of Fireworks

The following information must be provided before you will be placed on the Farmington Planning Commission agenda.

1. Location approval by fire department. (form must be completed and signed by Farmington Fire Chief)

2. Payment of \$250.00 fee.

3. The applicant has provided proof that each adjacent property owner has been notified by return receipt mail or personal contact. If personal contact is used, a signed affidavit by the owner must be submitted. The affidavit must contain information notifying of the proposed intent and the date of the public hearing, at a minimum.

4. The applicant has provided a site plan showing adequate ingress, egress and parking. (No on street parking will be allowed.)

5. The applicant has provided proof that arrangements for waste collection services have been made.

6. The applicant has provided proof of premises liability insurance that covers the insured (Fireworks Manufacturer and/or Wholesaler), the Farmington property owner where the stand is located, the Fireworks Stand Owner and Operator; Sub-Operator, if applicable, and the City of Farmington, Arkansas for bodily injury and/or property damage arising out of the ownership, operation, use and maintenance of the insured retail premises, with a minimum coverage of \$1,000,000 for each occurrence and a minimum of \$3,000,000 in general aggregate coverage.

7. Must place signs in compliance with the City's sign ordinance.

8. If electricity is needed, an electrical permit must be obtained from City Building Inspector.

9. If site is not addressed contact Susan at the City of Fayetteville 575-8380, she will assign an address to the site.

10. Must have a representative present at the Planning Commission Meeting (Public Hearing).

CITY OF FARMINGTON

**APPLICATION FOR CONDITIONAL USE
FOR SALE OF FIREWORKS**

Applicant's Name Hale Fireworks Date 4-7-21
Address 8193 S Morningstar Rd.
Phone # 479-381-1076
Zoning _____
Description of proposed use: Fireworks Sales

The following information must be provided before you will be placed on the Farmington Planning Commission agenda.

1. Location approval by fire department. (form must be completed and signed by Farmington Fire Chief)
2. Payment of \$250.00 fee.
3. The applicant has provided proof that each adjacent property owner has been notified by return receipt mail or personal contact. If personal contact is used, a signed affidavit by the owner must be submitted. The affidavit must contain information notifying of the proposed intent and the date of the public hearing, at a minimum.
4. The applicant has provided a site plan showing adequate ingress, egress and parking. (No on street parking will be allowed.)
5. The applicant has provided proof that arrangements for waste collection services have been made.
6. The applicant has provided proof of premises liability insurance that covers the insured (Fireworks Manufacturer and/or Wholesaler), the Farmington property owner where the stand is located, the Fireworks Stand Owner and Operator; Sub-Operator, if applicable, and the City of Farmington, Arkansas for bodily injury and/or property damage arising out of the ownership, operation, use and maintenance of the insured retail premises, with a minimum coverage of \$1,000,000 for each occurrence and a minimum of \$3,000,000 in general aggregate coverage.
7. Must place signs in compliance with the City's sign ordinance.
8. If electricity is needed, an electrical permit must be obtained from City Building Inspector.

an address to the site.

____ 10. Must have a representative present at the Planning Commission Meeting (Public Hearing).

After conditional use approval the following are required:

____ 1. Business license. (\$50.00 for new one and \$25.00 for a renewal)

____ 2. Site inspection prior to opening must be completed by Fire Chief.

**LOCATION APPROVAL
OF FIREWORKS STAND**

120 N Holland

The Farmington Fire Department must approve the location of the fireworks stand in accordance with the following requirements:

- / 1. The fireworks are not being stored or sold in a permanent structure in the city.
- / 2. The fireworks stand is in compliance with Arkansas and federal law and the 2000 International Fire code, and approved by the Farmington Fire Department.
- / 3. Fireworks stand is not located within 250 feet of a fuel dispensing facility and fireworks stand has a setback of a minimum of 50 feet from the nearest street or highway and 200 feet from school grounds.



Farmington Fire Chief

4-7-21

Date

Fireworks Sales
May 24th 2021 6pm

**NOTICE OF A PUBLIC HEARING BEFORE THE FARMINGTON PLANNING
COMMISSION ON AN APPLICATION FOR CONDITIONAL USE**

To all Owners of land lying adjacent to the property at:

120 W Holland st
Location

Rausch Coleman Homes
Owned by

NOTICE IS HEREBY GIVEN THAT an application has been filed for CONDITIONAL USE at the above property.

The purpose of this request is to use this property for:

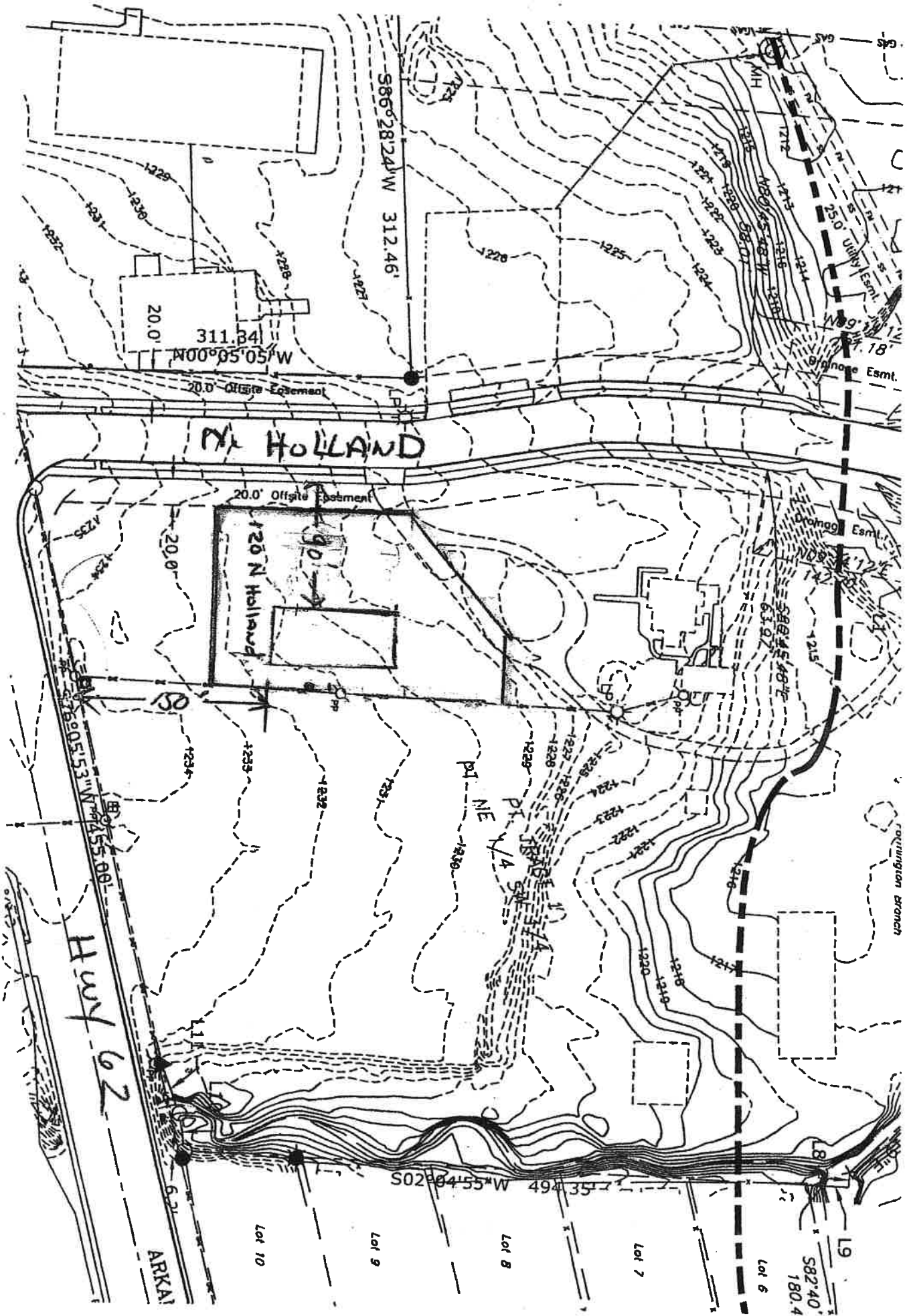
AFFIDAVIT

I hereby certify that I Reggie Hale
Print name

Acting as agent/owner, have provided notice to affected parties in accordance with the requirements set forth in the instruction given with the application and that the notice information provided is to the best of my knowledge true and factual. I am hereby enclosing the following supporting documents: copies of the notice, mailing receipts, return cards and any notices that were undeliverable.

Reggie Hale
Signature

4-7-21
Date



120 N HOLLAND

Hwy 62

Lot 10

Lot 9

Lot 8

Lot 7

Lot 6

Lot 9

ARKA

S82°40' 180.4'

20.0' Offsite Easement

120 N Holland

90

20.0'

311.84'

N00°05'05\" W

S86°28'24\" W 312.46'

25.0'

Utility Esmt.

27.18'

Drainage Esmt.

588°45'48\" W

63.87'

Pine N/E

S02°04'55\" W 494.35'

Drainage Esmt.

8

8

8

8

8

8

8

8

8

Hale Fireworks will keep
Trash hauled OFF Act 120
North Holland Street Farmington Av.
in a timely manner. (3 times a
week more if needed)

Reggie Hale



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100		FAX (A/C No): 216-658-7101
	E-MAIL ADDRESS:		
INSURED Hale Fireworks LLC PO Box 1040 Buffalo MO 65622	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : JAMES RIVER INS CO		12203
	INSURER B : Arch Speciality Ins Co		21199
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 721820315

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			00097754-1	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LXP1034874-01	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 Additional Insured: City of Farmington, AR; Central AR Fireworks
 In respect to the fireworks location at 120 N. Holland, Farmington

CERTIFICATE HOLDER**CANCELLATION**

Rausch Coleman Homes, LLC/ David C. Frye, Manager
 62 E Main Street
 Farmington AR 72730

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BUSINESS LICENSE RENEWAL APPLICATION
CITY OF FARMINGTON
P.O. Box 150, Farmington, AR 72730

Out of Business Currently in Business

Business Name: Hale Furniture

Location Address: 120 W Holland St
City Farmington Ar State Ar Zip _____

Owners Name: Reggie Hale

Mailing Address: 8193 S Morningstar RD.
City Bentonville State Ar Zip 72712

Corporate Office Phone: 417-345-5575

Business Phone: 479-381-1076 (local number)

Email: reghale@msn.com

State Sales Tax #: 020590828

Information for Police and Fire Dept.

Emergency Contact: Chase Hale

Emergency Phone: 479-799-7571

Reggie Hale
Signature of Applicant

Total Due for License Renewal is \$25.00

FARMINGTON POLICE DEPARTMENT
After-Hour Contact Information

The following information could be beneficial to the Farmington Police Department in the event of an emergency at your business, such as a burglary, fire, or vandalism. Please complete this form and return with business license renewal:

If you have any questions or need assistance completing the form please call 479-267-3411.

Business Name: Hale Fireworks Central Av

Address: 8193

Mailing Address: 8193 S Morningstar Rd

Business Phone #: 479-381-1076

Manager/Owner: Reggie Hale Primary Contact (Yes) (No)

Home Address: 8193 S. Morningstar Rd.

Phone #: 479-381-1076 Cell Phone #: Same

Business Property Leased? (Yes) (No)

Property Owner: Rasuch Coleman

Address: Fayetteville Av

Phone #: 479-462-7812 Cell Phone#: 479-478-9090

In addition to the manager, please list at least two other employees or persons whom we can contact in the event of an emergency. The persons listed should have access (keys) to the building and the alarm system (alarm reset code). Please list the contact persons in the order you would like them contacted.

(1) Name: Gai Hale

Home Phone#: _____ Cell Phone #: 479 366-1668

(2) Name: Chase Hale

Home Phone#: _____ Cell Phone #: 479-799-7571

(3) Name: _____

Home Phone#: _____ Cell Phone #: _____

RECEIPT

DATE 4/7/2021

No. 269876

RECEIVED FROM Hale Fireworks

\$ 250.00

two hundred fifty dollars and no/100 DOLLARS

FOR RENT
 FOR Conditional use Fireworks

ACCOUNT	
PAYMENT	<u>250.00</u>
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM _____ TO _____

BY Shasta